

Board of Public Works Meeting

December 05, 2023



The City will offer virtual options, including CATS public access television (live and tape-delayed) and

Public comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact April Rosenberger, Public Works Departmental Accessibility contact at april.rosenberger@bloomington.in.gov or 812.349.3411 and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

AGENDA
BOARD OF PUBLIC WORKS
December 05, 2023

A Regular Meeting of the Board of Public Work will be held Tuesday, **December 05, 2023 at 5:30 p.m.** in the Council Chambers (Rm #115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link <https://bloomington.zoom.us/j/84648591514?pwd=h9t9ezMaLaXTEG2Y19FRus2892ZJYk.1>
Meeting ID: 846 4859 1514 Passcode: 408988

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTRANCE

III. TITLE VI ABATEMENTS

1. Abatement at 1315 W. 7th St

IV. CONSENT AGENDA

1. Request for Dumpster Placement from Hokanson Construction at N. Pete Ellis Dr.
2. Resolution 2023-79; Renew Mobile Vendor, Pili's Party Truck #1
3. Resolution 2023-80; Renew Mobile Vendor, Pili's Party Truck #2
4. Resolution 2023-82; New Mobile Vendor, Filipino Fusion, LLC.
5. 2024 Funding Agreement with CATS
6. 2024 PEG Content Provider Agreement with MCPL
7. 2024 PEG Content Provider Agreement with WTIU
8. 2024 BDU Use Agreements with MCCSC, MCPL, and Monroe County Government
9. 2024 Service Agreement with Koorsen Fire & Security
10. 2024 Service Agreement with Strauser Construction
11. 2024 Service Agreement with Tabor Bruce Architecture & Design
12. 2024 Service Agreement with Thrasher Landscaping
13. 2024 Service Agreement with Trinkle Snowplowing
14. 2024 Service Agreement with Umphress Masonry
15. 2024 Service Agreement with Vet Environmental
16. Renewal of Asphalt Materials Contract with E & B Paving, Inc., (Primary) & Milestone Contractors (Secondary)
17. Implementation of Cityworks Asset Management Software System
18. Approval of Payroll

V. NEW BUSINESS

1. MOU for Monroe County Humane Association Lease Buyout
2. Resolution 2023-81; Uphold Order to Vacate & Order to Remove at 410-414 S. Walnut Street
3. Contract with Crider & Crider, Inc. for the Adams Street Sidewalk Project
4. Contract with Crider & Crider, Inc. for the Moores Pike SE/Park Trail Improvements Project
5. Lane and Sidewalk Closure Request from AEG
6. Road Closure Request from City of Bloomington Utilities at 401 E. 4th Street

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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The City offers virtual options, including CATS public access television (live and tape- delayed). Comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person.

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812.349.3411 or email public.works@bloomington.in.gov

Staff Report

To: Board of Public Works

From: Rebecca Davis

Date: December 5, 2023

Re: Request to abate property at 1315 W. 7th Street Street, Bloomington, Indiana

Attachments:

1. Notices of Violation issued 7/13/2023, 7/27/2023, 10/5/2023, 11/3/2023, and 11/9/2023.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

1. Bloomington Municipal Code § 6.06.020 makes it unlawful for “any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On July 13, 2023, a Neighborhood Compliance Office inspected the property located at 1315 W. 7th Street, Bloomington, Indiana (hereinafter, the “Property”) for trash and scattered litter on the Property and issued a Notice of Violation for garbage, rubbish, and trash in violation of BMC § 6.06.020.
3. On July 27, 2023; October 5, 2023; November 3, 2023; and November 9, 2023, a Neighborhood Compliance Officer re-inspected the Property and issued additional Notices of Violation for the trash and litter on the Property in violation of BMC § 6.06.020 (hereinafter, the July 13 Notice of Violation and the July 27, October 5, November 3, and November 9 Notices of Violation are collectively the “NOVs”).
4. The NOVs were issued to Lorena M. Davis (hereinafter, the “Owner”), the owner of the Property.
5. The violations have not been corrected and the NOVs were not appealed.
6. The NOVs were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
7. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
8. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Garbage remains thrown, placed and scattered on the Property. The Property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the Property be abated as soon as reasonably possible and that the order be continuous in nature.



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: Lorena M Davis (“Property Owner”)

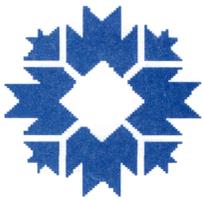
The City of Bloomington Housing and Neighborhood Development (“HAND”) Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **1315 W 7th ST, Bloomington 47404**, under parcel number **53-05-32-307-047.000-005** and whose legal description is **013-25000-00 WATERMAN LOT 49** (Hereinafter the “Property”).

If the Board of Public Works grants HAND’s request, then HAND or its third party contractor will enter into and onto the Property and abate the violation(s). The Property Owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the Property Owner fails to reimburse the city for any and all costs associated with an abatement of his property, said costs shall be filed with the county auditor and placed on the tax duplicate for the property at issue; said costs being collected as taxes are collected.

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday December 5th 2023** via **ZOOM meetings** and in person in the **Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404**. You **must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov** for further information.

The Property Owner is entitled to present arguments and evidence in defense of this request for abatement.

Fines are not appealed at this meeting



Notice of Violation

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

Date 7/13/23 Time 1:41 pm Address/location 1315 W 7th St 47404

Issued by: 219

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at **\$15.00/day** per BMC 6.04.100(c).

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

Fine Due: \$50 **\$100** **\$150** **Warning (No fine due at this time)** Ticket# 62023-07-1153

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

Comments: REMOVE ALL TRASH, YARD WASTE, AND ITEMS NOT SUITABLE FOR OUTDOOR USE FROM YARD. THANKS

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

Owner Name LORENA M. DAVIS
 Address 1315 W. 7th St
 City BLOOMINGTON State IN
 Zip Code 47404

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



Notice of Violation

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

Date 7/27/23 Time 9:41 AM Address/location 1315 W 7th ST 47404

Issued by: 219

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

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

Fine Due: \$50 \$100 \$150 **Warning (No fine due at this time)** Ticket# 62023-07-1225

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

Comments: REMOVE ALL TRASH AND ITEMS NOT MEANT FOR OUTDOOR USE.

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

Owner Name LORENA DAVIS
 Address 1315 W 7th ST
 City BLOOMINGTON State IN
 Zip Code 47404

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

BPW: _____

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



Notice of Violation

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

Date 6/05/23 Time 4:12 pm Address/location 1315 W 7th St 47404

Issued by: 219

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 62023-07-1225

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

Comments: REMOVE ALL TRASH FROM PROPERTY.

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

Owner Name LORENA DAVIS
 Address 1315 W 7th St
 City Bloomington State IN
 Zip Code 47404

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

BPW: _____

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



Notice of Violation

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

Date 11/03/2023 Time 10:28 am Address/location 1315 W 7th St 47404

Issued by: 219

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 62023-07-1225

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

Comments: _____

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

Owner Name LORENA M PAULS
 Address 1315 W 7th St
 City BLMGT State IN
 Zip Code 47404

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

BPW: _____

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



Notice of Violation

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

Date 11/09/2023 Time 2:00 pm Address/location 1315 W 7th St 47404

Issued by: 219

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at **\$15.00/day** per BMC 6.04.100(c).

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

Fine Due: \$50 \$100 \$150 **Warning (No fine due at this time)** Ticket# 62023-07-1225

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

Comments: REQUESTING ABATEMENT PERMISSION FROM BOARD OF PUBLIC WORKS MEETING ON 11/21/2023

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

Owner Name LORENA M. DAUS
 Address 1315 W 7th St
 City BLMGT State IN
 Zip Code 47404

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

BPW: 12/5/2023

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



Saunders
& Associates

812.331.4174

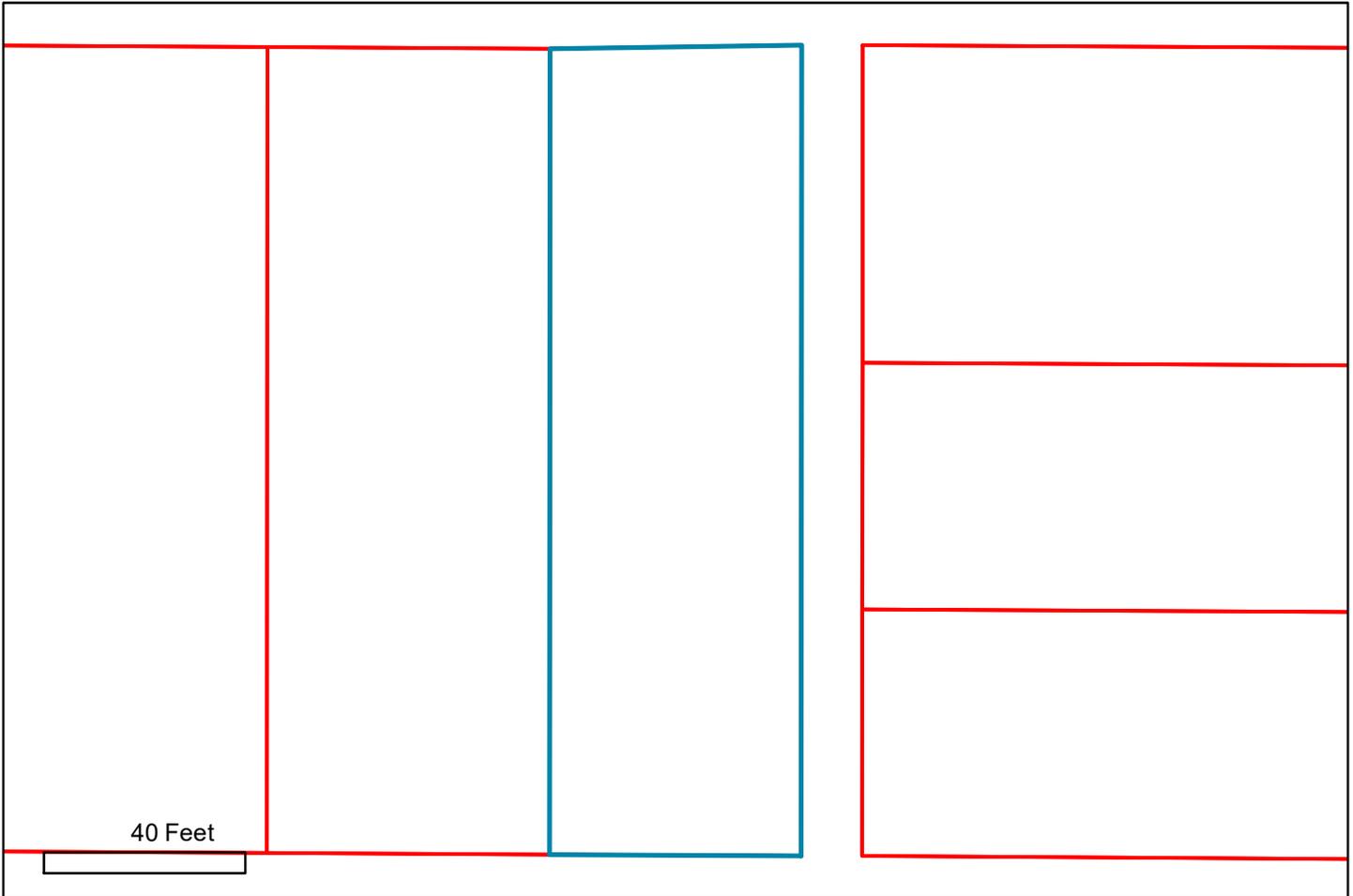
www.saundersnassociates.com

FOR SALE



Monroe County, IN

1315 W 7th ST, Bloomington, IN 47404-3677
53-05-32-307-047.000-005



Parcel Information

Parcel Number: 53-05-32-307-047.000-005
Alt Parcel Number: 013-25000-00
Property Address: 1315 W 7th ST
Bloomington, IN 47404-3677
Neighborhood: 1312 Trending 2006 - A
Property Class: 1 Family Dwell - Platted Lot
Owner Name: Davis, Lorena M
Owner Address: 1315 W 7th St
Bloomington, IN 47404
Legal Description: 013-25000-00 WATERMAN LOT 49

Taxing District

Township: BLOOMINGTON TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.184	

City of Bloomington’s Board of Public Works
Order of Abatement for NOV

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 7/13/2023, 7/27/2023, 10/5/2023, 11/3/2023, and 11/9/2023 (hereinafter, the “NOVs”). The Board of Public Works received information regarding the NOVs at its regular meeting on Tuesday, December 5, 2023.

The Board of Public Works now finds as follows:

1. Lorena M. Davis (hereinafter, the “Owner”) owns the real estate located at 1315 W. 7th Street, Bloomington, Indiana, parcel number 53-05-32-307-047.000-005, and whose legal description is 013-25000-00 WATERMAN LOT 49 (hereinafter, the “Property”).
2. On 7/13/2023, 7/27/2023, 10/5/2023, 11/3/2023, and 11/9/2023, Rebecca Davis, City of Bloomington Neighborhood Compliance Officer, issued the NOVs after personally observing garbage, rubbish, and trash deposited on the Property in violation of BMC § 6.06.020.
3. Substantial evidence in the form of photographs of the Property and eye witness testimony from the City of Bloomington Neighborhood Compliance Officer establish the need to abate the Property.
4. The NOVs were properly issued to the Owner in accordance with BMC § 6.06.070(b).
5. The NOVs were not appealed.
6. The violation(s) cited in the NOVs were not remedied.
7. Notice of the City’s request to abate the Property was properly issued and the Owner properly notified in accordance with BMC § 6.06.080(b).

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

- A. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, rubbish, and trash as those terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
- B. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
- C. If the Owner fails to comply with paragraph B above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
- D. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning

deposit of garbage without notice or a hearing in front of this Board while this Order remains in effect.

- E. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 13th day of July, 2024.**
- F. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
- G. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 5th day of December, 2023.

Kyla Cox Deckard, President
Board of Public Works
City of Bloomington



Board of Public Works Staff Report

Project/Event:	Dumpster placement for Marathon Health Buildout
Staff Representative:	Alex Gray
Petitioner/Representative:	Hokanson Construction / Angela Chambers
Date:	December 5 th , 2023

Report: Hokanson Construction is requesting the use of a parking space off of Pete Ellis at the location of the development the Relato for storage of a dumpster for the buildout of Marathon Health in the Relato building. They have a permit for 2 weeks, but are requesting an extension that will last through March 21st, 2024. The request is coming before the Board based on the length of time that the dumpster will be in place for.



N P-100 Ellis Dr

N P-100 Ellis Dr

E 7th St

E 7th St

E 7th St

E Longview Ave

E Longview Ave

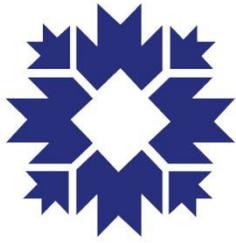
E Longview Ave

Relate Bloomington
Recently closed

Bling'n Bay Care
Corp/ Penny Lane East

Colour Go Hair

Needmore
Coffee Roasters
Tapped



**CITY OF
BLOOMINGTON**
ECONOMIC AND SUSTAINABLE DEVELOPMENT

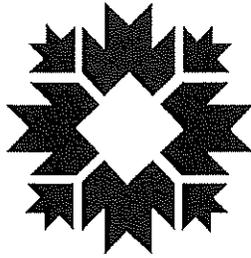
Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2023-79
Petitioner/Representative: Maria del Pilar Gonzalez, Owner of Pili's Party
Taco Truck - 1
Staff Representative: Susan Coates
Meeting Date: 12/05/2023

Pili's Party Taco Truck - 1, by its owner, Maria del Pilar Gonzalez, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Pili's Party Taco Truck - 1
License Type	Mobile Vendor License
Contact	Maria del Pilar Gonzalez
Phone	812-219-0539
Email	pilispartytaco@hotmail.com
BPW Resolution No (if applicable)	2023-79
Issue Date of License	12/7/2023
Expiration Date of License	12/7/2024
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	12/7/2024
Department Head	Holly Warren
Record Destruction Date	12/7/2027
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses

Received in ESD
 Date: NOV 22 2023
 Pili's Party TACO
 TRUCK #1



MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

NOT FOR

2. Applicant Information

Name:	Marla Del Pilar González	
Title/Position:	Owner	
Date of Birth:	08/31/75	
Address:	1507 W Arlington RD	
City, State, Zip:	Bloomington IN 47404	
E-Mail Address:	PilisPartyTaco@hotmail.com	
Phone Number:	—	Mobile Phone: 812-219-0539

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:	Pilis Party Taco LLC (TACOS #1)				
Address of Employer:	1507 W Arlington Rd				
City, State, Zip:	Bloomington IN 47404				
Employment Start Date:	8/12/16	End Date (If known):			
Phone Number:	812-219-0539				
Website / Email:					
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
María del Pilar González	22155 Rockport Rd Bloomington IN 47404
Armando Pioquinto	1507 W Arlington Rd Bloomington IN 47404

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

Date of incorporation or organization:	8/12/16
State of incorporation or organization:	8/12/16
(If Not Indiana) Date qualified to transact business in state of Indiana:	8/12/16

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

<p>MEXICAN FOOD</p>	
Planned hours of operation:	9:2m - 11:pm
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 <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

Res. # 23-79.

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

DATED *
2018

<input type="checkbox"/>	A copy of the registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer Identification Number (EIN)
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

exp. 4/24

exp. FEB/MAR 2024

For City Of Bloomington Use Only

Received in ESD

Date Received: NOV 22 2023	Received By: 11/22/23	Date Approved:	Approved By:
-------------------------------	--------------------------	----------------	--------------

* NOT paid 11/27/23

* waiting on 2 items: registration of vehicle & safety inspection.

→ Inspection to be done 11/4/23



STATE OF INDIANA

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner
Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, Indiana 46204

Certification of Driver's Record

For: IVAN ALEJANDRO MACEDA VELA
DOB: 02/27/1982
STATUS: VALID as of 11/22/2023
NUMBER of DOCUMENTS: 1

I, Rebekah Erwin, Director of Driver Records of the Indiana Bureau of Motor Vehicles and custodian of its records, hereby attest that the attached is a true and complete copy of the record, as requested, and as it appears in the files of the Indiana Bureau of Motor Vehicles.

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 22nd of November, 2023.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

BUREAU OF MOTOR VEHICLES

100 North Senate Avenue
Indianapolis, Indiana 46204
Telephone: (888) 692-6841

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner

Indiana Official Driver Record

As of 11/22/2023 4:09 pm

**** NOTE:** The BMV only retains supporting documentation for a period of 10 years ******

IVAN ALEJANDRO MACEDA VELA
805 E HILLSIDE DR
BLOOMINGTON, IN 47401-6532

License number: 3139-10-8480
License type: DRIVERS
License expires: 02/27/2027
License status: VALID
SR22: Not needed

Birth date: 02/27/1982 Gender: MALE Current points: 0
Social Security #:

Physical Description: Height: 5'9" Weight: 165lbs Hair color: BROWN Eye color: BROWN Donor: T

Endorsements: None

Pending Endorsements: None

Restrictions: CORRECTIVE LENSES

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

 -- (** indicates closed/expired active suspensions stayed)

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
11/20/2017	2	SPEEDING 60/45	07/29/2017	BROWN CIRCUIT / 07C011708IF000568			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
4	07/31/2020	805 E HILLSIDE DR	BLOOMINGTON	IN	47401-6532
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
4	07/31/2020	805 E HILLSIDE DR	BLOOMINGTON	IN	47401-6532
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2023

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

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

PRODUCER First Insurance Group 1405 N. College Avenue Bloomington IN 47404		CONTACT NAME: PHONE (A/C, No, Ext): (812) 331-3230 FAX (A/C, No): E-MAIL: ADDRESS:	
INSURED Piliis Party Taco LLC 1507 W Arlington Rd Bloomington IN 47404		INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company NAIC # 18988 INSURER B: LM Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2333015582 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		09290556	04/13/2023	04/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			5329055600	04/13/2023	04/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC5-33S-B21K3Q-012	12/23/2022	12/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Bloomington Indiana is Additional Insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER City of Bloomington 401 N. Morton St, Ste 130 Bloomington IN 47404	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ellen Brown</i>
---	--

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.

María del Pilar González
Name, Printed

M. del Pilar González
Signature

11/22/23
Date Release Signed

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

**Certificate of Organization
of
PILI'S PARTY TACO 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 Monday, August 22, 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 22, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201608221155053 / 7380356

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

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
09/05/2018 12:21 PM

BUSINESS ENTITY REPORT

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 201608221155053
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME PIL'S PARTY TACO LLC
ENTITY CREATION DATE 08/22/2016
JURISDICTION OF FORMATION Indiana
PRINCIPAL OFFICE ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA

YEARS FILED

YEARS 2018/2019

EFFECTIVE DATE

EFFECTIVE DATE 09/04/2018
EFFECTIVE TIME 4:42 PM

REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME MARIA DEL PILAR GONZALEZ
ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA
SERVICE OF PROCESS EMAIL office@sareassociates.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted and is publicly viewable.

PRINCIPAL(S)

TITLE Member
NAME MARIA DEL PILAR GONZALEZ MORAN
ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA



REGISTERED RETAIL MERCHANT CERTIFICATE

INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253
(317) 232-2240

PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON IN 47403-3339

FEIN 32-0503571
LOC ID 0159485118-001
ISSUED **March 02, 2023**
EXPIRES **March 31, 2024**

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

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



PILIS PARTY TACO LLC
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

(Cut or Fold Here)

040020624701733



**Department of the Treasury
Internal Revenue Service
Ogden, UT 84201**

In reply refer to: 0444190358
Aug 26, 2016 LTR 147C
32-0503571

**PILIS PARTY TACO LLC
MARIA GONZALEZ SOLE MBR
2215 S ROCKPORT RD
BLOOMINGTON IN 47403**

Taxpayer Identification Number: 32-0503571

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 26th, 2016.

Your Employer Identification Number (EIN) is 32-0503571. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

/S/Ms. Lawrence
1001866411
Customer Service Representative

John Hamilton
Mayor
CITY OF BLOOMINGTON

401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418
f. 812.349.3520

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: María del Pilar González

Signature: *María del Pilar González*

Date: 11/22/23

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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

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

- 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: María del Pilar González

Signature: M. del Pilar González

Date: 11/22/23



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor John Hamilton Fire Chief Jason Moore

Current Date	Inspected by	Next Inspection Date	Inspection Number
11/21/2023	Jeff Yutmeyer	11/21/2024	BFD-2023-0000472

Business Name	Address	City	State	Zip
Pilis Party Taco	1507 West Arlington rd	Bloomington	IN	47404
		Suite		
		--		

Fire Inspection Results

No fire code violations found.

Thank You

On 11/21/2023 the Pilis Party Taco was inspected by Bloomington Fire Department and no deficiencies were found.

General:

ITEM: Hood Required ?

RESULT: Yes

CODE: IMC - 507.2.1 - Type I Hoods - Type I hoods shall be installed where cooking appliances produce grease or smoke as a result of the cooking process. Type I hoods shall be installed over medium-duty, heavy-duty and extra-heavy-duty cooking appliances. Type I hoods shall be installed over light-duty cooking appliances that produce grease or smoke. Exceptions: 1. A Type I hood shall not be required for an cooking appliance where an testing agency provides documentation that the appliance effluent contains 5 mg/m³ or less of grease when tested at an exhaust flow rate of 500 cfm (0.236 m³/s) in accordance with Section 17 of UL 710B. 2. Conveyor type pizza ovens not used to cook "raw fatty proteins" such as bone-in, skin-on chicken, raw hamburger, raw bacon, raw sausage, raw steaks, and similar items.

ITEM: Any additional comments?

RESULT: Yes

REMARK: No violations noted.

Notice of Permits

The Fire Official has approved the following permits for the following locations

Location

Name	Address
Pilis Party Taco	1507 WEST ARLINGTON RD, BLOOMINGTON , IN, 47404

Permits

Permit Number	Permit Type	Effective Date	Expiration Date
BFD-2023-0000059	Food Vendor Permit	11/21/2023	

This notice must be prominently displayed at all times. Permits may be revoked at any time for failure to remain in conformity with applicable regulations.

Issued by:

Date Issued:

11/21/2023

 Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0444190358
Aug 26, 2016 LTR 147C
32-0503571

PILIS PARTY TACO LLC
MARIA GONZALEZ SOLE MBR
2215 S ROCKPORT RD
BLOOMINGTON IN 47403

Taxpayer Identification Number: 32-0503571

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 26th, 2016.

Your Employer Identification Number (EIN) is 32-0503571. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

/S/Ms. Lawrence
1001866411
Customer Service Representative

TRUCK#1



Pili's Party
Taco From Puebla



follow us on 

68121219-0539
we cater

UCBC

tps

Mobile Food Service Establishment License

Monroe County Health Department

This is to certify that:

PILI'S PARTY TACOS # 1
MARIA DEL PILAR GONZALEZ
2361 W. RAPPEL AVENUE - ONE WORLD KITCHEN SHARE
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 06 2023**

By *Thomas W. Shapiro*
Monroe County Health Officer

2023

NON-NEGOTIABLE AND NOT TRANSFERABLE PERMIT EXPIRES FEBRUARY 29, 2024

ANNUAL VEHICLE INSPECTION REPORT

CARMICHAEL TRUCK & AUTOMOTIVE
 3950 W. Farmer Ave.
 Bloomington, IN. 47403

VEHICLE HISTORY RECORD	
REPORT NUMBER	FLEET UNIT NUMBER
53520	Party Taco
DATE November 13, 2023	

MOTOR CARRIER OPERATOR Pilis Party Taco	INSPECTOR'S NAME (PRINT OR TYPE) Denis Aquilar
ADDRESS 2215 S Rockport Rd	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 396.19. <input checked="" type="checkbox"/> YES
CITY, STATE, ZIP CODE Bloomington In 47403	VEHICLE IDENTIFICATION (✓ AND COMPLETE) <input type="checkbox"/> LIC. PLATE NO. <input checked="" type="checkbox"/> VIN <input type="checkbox"/> OTHER 1GBHP32R2X3307887
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> BUS <input type="checkbox"/> (OTHER)	INSPECTION AGENCY/LOCATION (OPTIONAL) Carmichael Truck & Automotive Service Inc.

VEHICLE COMPONENTS INSPECTED

OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM	OK	NEEDS REPAIR	REPAIRED DATE	ITEM
			1. BRAKE SYSTEM				6. SAFE LOADING				10. TIRES
✓			a. Service Brakes	✓			a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.	✓			a. Tires on any steering axle of a power unit.
✓			b. Parking Brake System	✓			b. Protection against shifting cargo.	✓			b. All other tires.
✓			c. Brake Drums or Rotors	✓			c. Container securement devices on intermodal equipment.	✓			c. Installation of speed-restricted tires unless specifically designated by motor carrier.
✓			d. Brake Hose	✓				✓			
✓			e. Brake Tubing	✓				✓			
✓			f. Low Pressure Warning Device	✓				✓			
✓			g. Tractor Protection Valve	✓				✓			
✓			h. Air Compressor	✓				✓			
✓			i. Electric Brakes	✓				✓			
✓			j. Hydraulic Brakes	✓				✓			
✓			k. Vacuum Systems	✓				✓			
✓			l. Antilock Brake System	✓				✓			
✓			m. Automatic Brake Adjusters	✓				✓			
			2. COUPLING DEVICES				7. STEERING MECHANISM				11. WHEELS AND RIMS
✓			a. Fifth Wheels	✓			a. Steering Wheel Free Play	✓			a. Lock or Side Ring
✓			b. Pintle Hooks	✓			b. Steering Column	✓			b. Wheels and Rims
✓			c. Drawbar/Towbar Eye	✓			c. Front Axle Beam and All Steering Components Other Than Steering Column	✓			c. Fasteners
✓			d. Drawbar/Towbar Tongue	✓			d. Steering Gear Box	✓			d. Welds
✓			e. Safety Devices	✓			e. Pitman Arm	✓			
✓			f. Saddle-Mounts	✓			f. Power Steering	✓			
✓				✓			g. Ball and Socket Joints	✓			
✓				✓			h. Tie Rods and Drag Links	✓			
✓				✓			i. Nuts	✓			
✓				✓			j. Steering System	✓			
			3. EXHAUST SYSTEM				8. SUSPENSION				12. WINDSHIELD GLAZING
✓			a. Exhaust system leaking forward of or directly below the driver/sleeper compartment.	✓			a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.	✓			Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions).
✓			b. Bus exhaust system leaking or discharging in violation of standard.	✓			b. Spring Assembly	✓			
✓			c. Exhaust system likely to burn, char, or damage the electrical wiring, fuel supply, or any combustible part of the motor vehicle.	✓			c. Torque, Radius or Tracking Components	✓			
			4. FUEL SYSTEM				9. FRAME				13. WINDSHIELD WIPERS
✓			a. Visible leak.	✓			a. Frame Members	✓			Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.
✓			b. Fuel tank filler cap missing.	✓			b. Tire and Wheel Clearance	✓			
✓			c. Fuel tank securely attached.	✓			c. Adjustable Axle Assemblies (Sliding Subframes)	✓			
			5. LIGHTING DEVICES							14. MOTORCOACH SEATS	
✓			a. All lighting devices and reflectors required by Part 393 shall be operable.	✓						✓	Any passenger seat that is not securely fastened to the vehicle structure.
									15. OTHER		
✓									✓		List any other condition(s) which may prevent safe operation of this vehicle.
✓									✓		11/17/2023 ① need rear brake Adjuster
✓									✓		11/17/2023 ② license plate light bulb
✓									✓		11/17/2023 ③ Passenger side wiper blade
✓									✓		11/17/2023 ④ need front tires
✓									✓		11/17/2023 ⑤ need a front wheel
✓									✓		11/17/2023 Bearings Pack ⑥ Passenger
✓									✓		11/17/2023 side Drum have a Broken
✓									✓		11/04/2023 hard ware inside the Drum

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ✓ OK, X NEEDS REPAIR, NA IF ITEMS BEING REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION IN ACCORDANCE WITH 49 CFR PART 396.

CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Carmichael Truck & Automobile Service Inc
 INSPECTOR'S NAME Denis Aguilar INSPECTOR'S PHONE # 812 334 8285
 DATE OF INSPECTION November 16 2023
 TAXICAB COMPANY Pili Party Taco
 VEHICLE YEAR 1999 MAKE Chevrolet MODEL P30
 VIN 1G1BHP32R2X3307887

	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:

Department of Economic and Sustainable Development
 401 N. Morton St. Suite 150
 Bloomington, Indiana 47404
 812-349-3419

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2023-79
Mobile Vendor in Public Right of Way
Pili's Party Taco Truck - 1**

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

WHEREAS, Pili's Party Taco Truck - 1 (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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 food truck or trailer; and

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

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 food truck or trailer for 1 year beginning 12/20/2023, and ending on 11/7/2023.

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 THE 5th DAY OF DECEMBER 2023.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

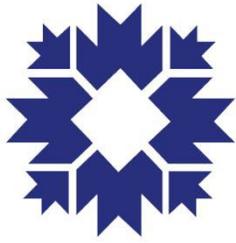
Elizabeth Karon, Vice President

Jane Kupersmith, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2023-79 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Maria del Pilar Gonzalez

Date: _____



**CITY OF
BLOOMINGTON**
ECONOMIC AND SUSTAINABLE DEVELOPMENT

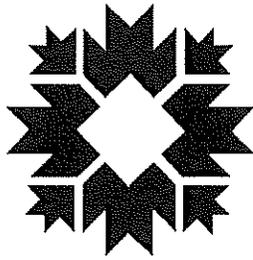
Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2023-80
Petitioner/Representative: Maria del Pilar Gonzalez, Owner of Pili's Party
Taco Truck - 2
Staff Representative: Susan Coates
Meeting Date: 12/05/2023

Pili's Party Taco Truck - 2, by its owner, Maria del Pilar Gonzalez, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.

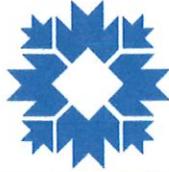


CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Pili's Party Taco Truck - 2
License Type	Mobile Vendor License
Contact	Maria del Pilar Gonzalez
Phone	812-219-0539
Email	pilispartytaco@hotmail.com
BPW Resolution No (if applicable)	2023-80
Issue Date of License	12/7/2023
Expiration Date of License	12/7/2024
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	12/7/2024
Department Head	Holly Warren
Record Destruction Date	12/7/2027
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Marco del Pilar Gonzalez		
Title/Position:	Owner		
Date of Birth:	08/31/75		
Address:	1507 W Arlington Rd.		
City, State, Zip:	Bloomington IN 47403		
E-Mail Address:	Pilispartytoco@hotmail.com		
Phone Number:		Mobile Phone:	812 219 0539

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:	Pili's Party Taco #2.			
Address of Employer:	1507 W Arlington Rd			
City, State, Zip:	Bloomington IN 47404			
Employment Start Date:	8/12/16	End Date (If known):		
Phone Number:	812 219 0539			
Website / Email:	Pili's party .com. Pili's party taco @hotmail.com.			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor

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
Amanda Proquinto	1507 W Arlington Rd. Bloomington IN 47404

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

Date of incorporation or organization:	8/12/16
State of incorporation or organization:	8/12/16
(If Not Indiana) Date qualified to transact business in state of Indiana:	8/12/16

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

<i>Mexican food</i>	
Planned hours of operation:	<i>9am - 11pm.</i>
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 <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Date Received: 12/22/23	Received By: <i>Stoats</i>	Date Approved: 11/29/23	Approved By: <i>Stoats</i>
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State Form 48099 (R57-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
12	4	01/30/23	04/22/22	53 - MONROE	R	23	TK471OGS	GT	11	22	N	GT	TK471OGS
EXPIRATION DATE	MUNICIPALITY			VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER		TYPE	COLOR			
01/31/24	BLOOMINGTON			19	FOR		1F66F5KY0K0A09201		VA	WHI			
CURRENT YEAR TAX	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
	139.00	0.00	0.00	139.00	25.00	0.00	45.35	0.00	209.35				
PRIOR YEAR TAX	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

REGISTRATION LICENSE TYPE
TRUCK 11,000 GENERAL TRUCK NEW FORMAT

Legal Address
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111



PILIS PARTY TACO LLC
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111



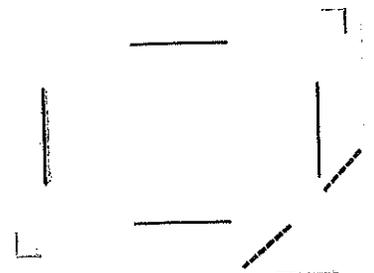
0606



210:3:6

INSTRUCTIONS FOR APPLYING PLATE DECALS:

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



PEEL HERE



STATE OF INDIANA

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner
Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, Indiana 46204

Certification of Driver's Record

For: IVAN ALEJANDRO MACEDA VELA
DOB: 02/27/1982
STATUS: VALID as of 11/06/2018
NUMBER of DOCUMENTS: 1

I, Mark E. Dehn, Director of Driver Records of the Indiana Bureau of Motor Vehicles and custodian of its records, hereby attest that the attached is a true and complete copy of the record, as requested, and as it appears in the files of the Indiana Bureau of Motor Vehicles.

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 6th of November, 2018.

Mark E. Dehn, Director of Driver Records





STATE OF INDIANA

Eric J. Holcomb, Governor

BUREAU OF MOTOR VEHICLES

100 North Senate Avenue
Indianapolis, Indiana 46204
Telephone: (888) 692-6841

Peter L. Lacy, Commissioner

Indiana Official Driver Record

As of 11/06/2018 2:18

**** NOTE:** The BMV only retains supporting documentation for a period of 10 years **

IVAN ALEJANDRO MACEDA VELA
2303 E 2ND ST APT 7
BLOOMINGTON, IN 47401-5304

License number: 3139-10-8480
License type: OPERATOR
License expires: 07/30/2020
License status: VALID
SR22: Not needed

Birth date: 02/27/1982 Gender: MALE

Current points: 2
Social Security #:

Physical Description: Height: 5'9" Weight: 165lbs Hair color: BROWN Eye color: BROWN Donor: T

Endorsements: None

Pending Endorsements: None

Restrictions: TEMPORARY

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

 -- (** indicates closed/expired active suspensions stayed pursuant to
 specialized driving privileges)

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Driver number: 3139-10-8480 IVAN ALEJANDRO MACEDA VELA

DOB: 02/27/1982

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazm
11/20/2017	2[*]	Speeding 60/45	07/29/2017	BROWN CIRCUIT / 07C011708IF000568			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Credential Issuance

Interim Credential Issue Date: 6/1/2016, Expiration Date: 7/1/2016, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 8945083

Issue Date: 06/01/2016, Renew License, OPERATOR, Endorsements: None, Restrictions: 9, Expiration Date: 07/30/2020

Interim Credential Issue Date: 11/12/2014, Expiration Date: 12/12/2014, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 6569472

Issue Date: 11/12/2014, Amend License, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Interim Credential Issue Date: 8/10/2013, Expiration Date: 9/9/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 5030238

Issue Date: 08/10/2013, Issue Operator, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Remarks

No Remarks were found.

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Carmichael Truck & Automotive Service Inc.
INSPECTOR'S NAME Denis Aguilar INSPECTOR'S PHONE # 812-334-8285
DATE OF INSPECTION 11/07/23
TAXICAB COMPANY Pilic Party TACO
VEHICLE YEAR 2019 MAKE Ford MODEL FS9/FS3 Stripped Chassis
VIN 1F66FSKYOK0A09201 Unit # Party TACO #2

	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**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2023

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

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

PRODUCER First Insurance Group 1405 N. College Avenue Bloomington IN 47404		CONTACT NAME: PHONE (A/C, No, Ext): (812) 331-3230 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company INSURER B: LM Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:		FAX (A/C, No): NAIC # 18988
INSURED Pillis Party Taco LLC 1507 W Arlington Rd Bloomington IN 47404				

COVERAGES **CERTIFICATE NUMBER:** CL2333015582 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		09290556	04/13/2023	04/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5329055600	04/13/2023	04/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5-33S-B21K3Q-012	12/23/2022	12/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

The City of Bloomington Indiana is Additional Insured with respect to General Liability as required by written contract.

Received in ESD

NOV 14 2023

CERTIFICATE HOLDER City of Bloomington 401 N. Morton St, Ste 130 Bloomington IN 47402	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ellen Bauer</i>
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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.

Marra del Pilar Gonzalez
Name, Printed

Marra del Pilar Gonzalez
Signature

11/03/23
Date Release Signed



REGISTERED RETAIL MERCHANT CERTIFICATE

INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253
(317) 232-2240

PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON IN 47403-3339

FEIN 32-0503571
LOC ID 0159485118-001
ISSUED March 02, 2023
EXPIRES March 31, 2024

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

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



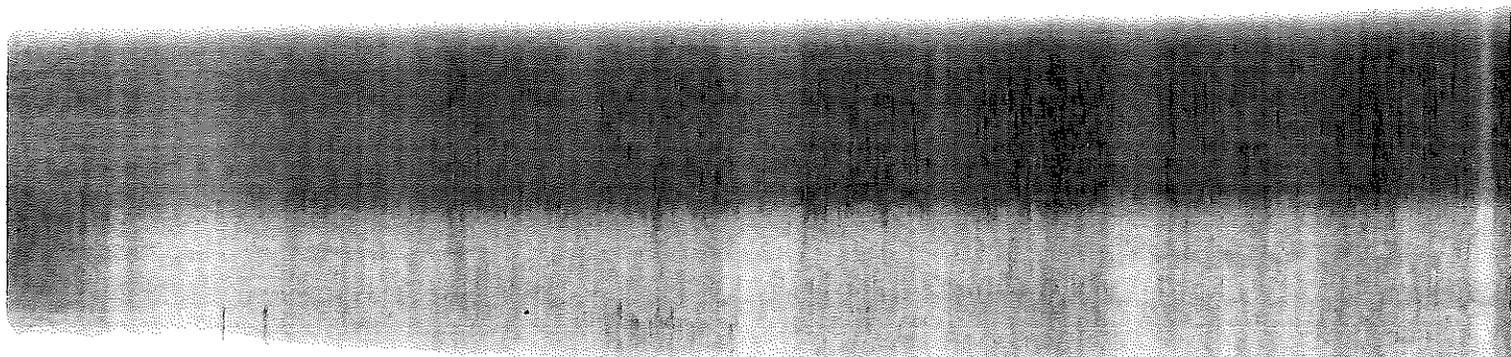
PILIS PARTY TACO LLC
1507 W ARLINGTON RD
BLOOMINGTON IN 47404-2111

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

4300205547017725

(Cut or Fold Here)



 Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: 0444190358
Aug 26, 2016 LTR 147C
32-0503571

PILIS PARTY TACO LLC
MARIA GONZALEZ SOLE MBR
2215 S ROCKPORT RD
BLOOMINGTON IN 47403

Taxpayer Identification Number: 32-0503571

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 26th, 2016.

Your Employer Identification Number (EIN) is 32-0503571. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

/S/Ms. Lawrence
1001866411
Customer Service Representative

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

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

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:

Marig del Pilar Gonzalez

Signature:

Marig del Pilar Gonzalez

Date:

11/03/23

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

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

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name:

Signature:

Date:

María del Pilar González
M. del Pilar González
11/03/23



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor John Hamilton Fire Chief Jason Moore

Current Date	Inspected by	Next Inspection Date	Inspection Number
11/21/2023	Jeff Yutmeyer	11/21/2024	BFD-2023-0000473

Business Name	Address	City	State	Zip
Pilis Party Taco Truck #2	1507 West Arlington rd	Bloomington	IN	47404
		Suite		
		--		

Fire Inspection Results

No fire code violations found.

Thank You

On 11/21/2023 the Pilis Party Taco Truck #2 was inspected by Bloomington Fire Department and no deficiencies were found.

General:

ITEM: Hood Required ?

RESULT: Yes

CODE: IMC - 507.2.1 - Type I Hoods - Type I hoods shall be installed where cooking appliances produce grease or smoke as a result of the cooking process. Type I hoods shall be installed over medium-duty, heavy-duty and extra-heavy-duty cooking appliances. Type I hoods shall be installed over light-duty cooking appliances that produce grease or smoke. Exceptions: 1. A Type I hood shall not be required for an cooking appliance where an testing agency provides documentation that the appliance effluent contains 5 mg/m³ or less of grease when tested at an exhaust flow rate of 500 cfm (0.236 m³/s) in accordance with Section 17 of UL 710B. 2. Conveyor type pizza ovens not used to cook "raw fatty proteins" such as bone-in, skin-on chicken, raw hamburger, raw bacon, raw sausage, raw steaks, and similar items.

ITEM: Any additional comments?

RESULT: Yes

REMARK: No violations noted.



Bloomington Fire Department

PO Box 100
Bloomington IN 47402
812-332-9763

Mayor John Hamilton

Fire Chief Jason Moore

Temporary Food Vendor

Fire Permit

Permit Number	Effective Date Range	Expiration Date
BFD-2023-0000060	11/21/2023 - 11/21/2024	11/21/2024

Business Name	Billing Address
Pilis Party Taco Truck #2	1507 WEST ARLINGTON RD, BLOOMINGTON , IN, 47404

This permit is to certify that the named establishment has met the minimum standards of the Indiana Fire Code at the time of inspection. This is a **Fire Permit only** and does not indicate approval from any other agency or authority. Inspection and approval from the **State Health Department** is required and the final permit will be issued by the **City of Bloomington Economic and Sustainable Department**.

Permit Contact

Maria del Pilar Gonzalez
Building Owner
812-219-0539
Pilispartytaco@hotmail.com

Permit Signatures

Inspector Permit Signature

Jeff Yutmeyer
Deputy Fire Marshal
812-360-3507
Jeff.yutmeyer@bloomington.in.gov

TRUCK # 2



Mobile Food Service Establishment License

Monroe County Health Department

This is to certify that:

PILI'S PARTY TACOS # 2

MARIA DEL PILAR GONZALEZ

**2361 W. RAPPEL AVENUE - ONE WORLD KITCHEN SHARE
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: **JAN 20 2023**

By *Thomas W. Shapere*
Monroe County Health Officer

2023

NON-NEGOTIABLE AND NOT TRANSFERABLE · PERMIT EXPIRES FEBRUARY 29, 2024

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2023-80
Mobile Vendor in Public Right of Way
Pili's Party Taco Truck - 2**

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”);

WHEREAS, Pili's Party Taco Truck - 2 (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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 food truck or trailer; and

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

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 food truck or trailer for 1 year beginning 12/20/2023, and ending on 12/20/2023.

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 THE 5th DAY OF DECEMBER 2023.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

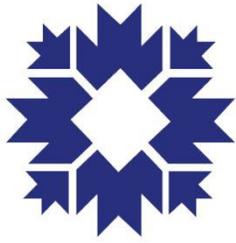
Elizabeth Karon, Vice President

Jane Kupersmith, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2023-80 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Maria del Pilar Gonzalez

Date: _____



**CITY OF
BLOOMINGTON**
ECONOMIC AND SUSTAINABLE DEVELOPMENT

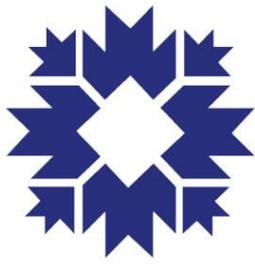
Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2023-82
Petitioner/Representative: Jefferson Milliken, Owner of Top Notch Filipino Fusion, LLC
Staff Representative: Susan Coates
Meeting Date: 12/05/2023

Top Notch Filipino Fusion, LLC, by its owner, Jefferson Milliken, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

Business Name	Top Notch Filipino Fusion, LLC
License Type	Mobile Vendor License
Contact	Jefferson Milliken
Phone	812-671-5092
Email	oaks7989@yahoo.com
BPW Resolution No (if applicable)	2023-82
Issue Date of License	12/7/2023
Expiration Date of License	12/7/2024
Scanned?	<input checked="" type="checkbox"/>
Renewal Date for License	12/7/2024
Department Head	Holly Warren
Record Destruction Date	12/7/2027
ESD Tracking No	N/A
Document Physical Filing Location	2-drawer file cabinet at ESD Admin's desk
Document Digital Filing Location	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses

Date: 11/26/23

Top Notch Filiximo Fusion

Res. 23-82



MOBILE VENDOR LICENSE APPLICATION

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

CITY OF BLOOMINGTON 812-349-3418

1. License Length and Fee Application

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

2. Applicant Information

Name: Jefferson Milliken
 Title/Position: Partner
 Date of Birth: Sept 30, 1973
 Address: ~~Bloom~~ 708 E Allendale Dr
 City, State, Zip: Bloomington, IN, 47401
 E-Mail Address: oaks7989@yahoo.com oaks7989@yahoo.com
 Phone Number: 812-671-5092 Mobile Phone: 812-345-8198

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: Top Norch Filipino Fusion
 Address of Employer: 708 E Allendale Dr
 City, State, Zip: Bloomington, IN, 47401
 Employment Start Date: Dec 2023 End Date (if known): N/A
 Phone Number: 812-671-5092 812-345-4198
 Website / Email: oaks7989@yahoo.com
 Company is a: Limited Liability Corporation Corporation Partnership Sole Proprietor Other:
 Corporation (LLC)

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
Jefferson Milliken	708 E Allendale Dr Bloomington IN 47401
Maria Jesusa Milliken	708 E Allendale Dr Bloomington IN 47401

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

Date of incorporation or organization: 8/14/23
 State of incorporation or organization: Indiana
 (If Not Indiana) Date qualified to transact business in state of Indiana:

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

- A copy of the 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 Identification Number (EIN)
- 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:

11/27/23

Received By:

J. Coates

Date Approved:

11/29/23

Approved By:

[Signature]

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

Prepared foods and bottled beverages. Equipment used: stove top, oven, griddle, Fryer, food warmer, hot and cold serving stations, freezer, and refrigerator.

Planned hours of operation:

7AM - 11PM

Place or places where you will conduct business (If private property, attach written permission from property owner):

Public street locations

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



State Form 48099 (R57-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 14	AGE 3	ISSUE DATE 09/22/2023	PUR DATE 08/11/2023	COUNTY 53 - MONROE		TP N	PL YR 24	PLATE 640D379	PL TP GT	WEIGHT 11	PR YR	LS N	TYPE	PRIOR YR PL
EXPIRATION DATE 8/7/2025		MUNICIPALITY Bloomington			VEHICLE YEAR 2020	MAKE FOR	MODEL F15	VEHICLE IDENTIFICATION NUMBER 1FTEW1EP6LKD46899			TYPE TK	COLOR GRY/		
CURRENT YEAR TAX	VEH EX TAX 228.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 228.00	CO. WHEEL/EX TAX 25.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 298.35					
PRIOR YEAR TAX	VEH EX TAX 228.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 228.00	CO. WHEEL/EX TAX 25.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 253.00					
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT														

JEFFERSON & M MILLIKEN
708 E ALLENDALE DR
BLOOMINGTON, IN 47401-8703

C
KP

IMPORTANT REGISTRATION INFORMATION



State Form 48099 (R57-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE 09/30/23	PUR DATE 09/07/23	COUNTY 53 - MONROE		TP N	PL YR 24	PLATE TR280MDB	PL TP GP	WEIGHT 9	PR YR	LS N	TYPE	PRIOR YR PL
EXPIRATION DATE 08/07/25		MUNICIPALITY BLOOMINGTON			VEHICLE YEAR 23	MAKE F &	MODEL FS	VEHICLE IDENTIFICATION NUMBER 3F91D2160P9060414			TYPE TR	COLOR RED/YEL		
CURRENT YEAR TAX	EX TAX 8.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 8.00	CO. WHEEL/SUR 40.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 25.35	ADMIN FEE 9.00	TOTAL 73.35					
PRIOR YEAR TAX	EX TAX 8.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 8.00	CO. WHEEL/SUR 40.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 48.00					
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 9,000														



Legal Address
708 E ALLENDALE DR
BLOOMINGTON IN 47401-8703

JEFFERSON RAY MILLIKEN



708 E ALLENDALE DR
BLOOMINGTON IN 47401-8703



186:16:87

0101



STATE OF INDIANA

BUREAU OF MOTOR VEHICLES
100 North Senate Avenue
Indianapolis, Indiana 46204
Telephone: (888) 692-6841

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner

Indiana Official Driver Record

As of 10/31/2023 4:47 am

** NOTE: The BMV only retains supporting documentation for a period of 10 years **

JEFFERSON RAY MILLIKEN
708 E ALLENDALE DR
BLOOMINGTON, IN 47401-8703

License number: 0130-08-1037
License type: DRIVERS
License expires: 09/30/2028
License status: VALID
SR22: Required until 1/26/2024

Birth date: 09/30/1973 Gender: MALE

Current points: 0
Social Security #:

Physical Description: Height: 5'8" Weight: 170lbs Hair color: BLACK Eye color: BROWN Donor: T

Endorsements: None

Pending Endorsements: None

Restrictions: CORRECTIVE LENSES

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

-- (** indicates closed/expired active suspensions stayed)

Table with 9 columns: Susp ID, Type, Suspension Reason, Effective Date, Expiration Date, Mail Date, Address ID, Fee Due. Contains 3 rows of suspension data.

Driver number: 0130-08-1037 JEFFERSON RAY MILLIKEN

DOB: 09/30/1973

16	Suspension	FAILURE TO FILE INSURANCE - BUREAU CASE 18H01PENDING MUNCIE CITY OFFENSE DATE: 02/21/2001 VEHICLE: 1991 PONTIAC	12/25/2019	03/24/2020	09/26/2019	09
15	Suspension	FAILURE TO FILE INSURANCE - BUREAU CASE 53C09PENDING MONROE CIRCUIT # 9 OFFENSE DATE: 07/09/2017 VEHICLE: N/A	07/02/2019	09/30/2019	04/03/2019	09
14	Suspension	OWI ENDANGERMENT CASE 53C091707CM001688 MONROE CIRCUIT # 9 Phone: (812) 349-2602	07/25/2017	10/23/2017	04/03/2019	09
13	Suspension	FAILURE TO APPEAR FOR DRIVER SAFETY PROGRAM	05/31/2002	09/27/2019	01/31/2002	08
12	Suspension	FAILURE TO FILE INSURANCE - BUREAU OFFENSE DATE: 10/19/2001 VEHICLE: N/A	03/05/2002	06/03/2002	01/24/2002	08
11	Suspension	OPERATING WHILE INTOXICATED	11/28/2001	11/27/2002	01/24/2002	08
9	Suspension	FAILURE TO PAY CASE 18H010102OV1230 MUNCIE CITY Phone: (765) 747-4831 Offense: DISREGARDING STOP SIGN	07/31/2001	09/17/2019	07/17/2001	08
8	Suspension	FAILURE TO PAY CASE 18H010102OV1230 MUNCIE CITY Phone: (765) 747-4831 Offense: NON-POINTABLE VIOLATION	07/26/2001	10/02/2019	07/12/2001	08
7	Suspension	FAILURE TO PAY CASE 18H010103IF2421 MUNCIE CITY Phone: (765) 747-4831 Offense: SEAT BELT VIOLATION	07/19/2001	09/17/2019	07/05/2001	08
6	Suspension	FAILURE TO PAY CASE 48H039701CM137 ELWOOD CITY Phone: (765) 552-2655 Offense: NON-MOTOR VEHICLE VIOLATION	10/20/1997	07/20/1998	10/06/1997	02
2	Suspension	OPERATING WHILE INTOXICATED	06/24/1996	09/21/1996	08/07/1996	02

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
10/24/2019	8	DRIVING WHILE SUSPENDED	07/22/2019	MONROE CIRCUIT # 8 / 53C081907IF004315	18		No	No
10/24/2019	0	FAILURE TO PROVIDE PROOF OF INSURANCE TO BUREAU	07/22/2019	MONROE CIRCUIT # 8 / 53C08BMV DETER	18		No	No
03/26/2019	8	Operating While Intoxicated Endangering a Person	07/09/2017	MONROE CIRCUIT # 9 / 53C091707CM001688	14, 15		No	No
03/26/2019	0	FAILURE TO PROVIDE PROOF OF INSURANCE TO BUREAU	07/09/2017	MONROE CIRCUIT # 9 / 53C09BMV DETER	15		No	No
01/07/2002	8	FAILURE TO PROVIDE PROOF OF INSURANCE TO BUREAU	10/19/2001	MUNCIE CITY / 18H01BMV DETER	12		No	No
01/07/2002	8	OPERATING WHILE INTOXICATED	10/19/2001	MUNCIE CITY / 18H010111CM2653	11, 13		No	No
06/13/2001	0	SEAT BELT VIOLATION	02/27/2001	MUNCIE CITY / 18H010103IF2421	7		No	No
09/17/2019	6	DISREGARDING STOP SIGN	02/21/2001	MUNCIE CITY / 18H010102OV001230	16		No	No
09/17/2019	0	FAILURE TO PROVIDE PROOF OF INSURANCE TO BUREAU	02/21/2001	MUNCIE CITY / 18H01BMV DETER	16		No	No

Driver number: 0130-08-1037 JEFFERSON RAY MILLIKEN

DOB: 09/30/1973

09/17/2019	0	NO LICENSE OR PERMIT IN POSSESSION	02/21/2001	MUNCIE CITY / 18H010102OV001230		No	No
05/30/2001	6	DISREGARDING STOP SIGN	01/23/2001	MUNCIE CITY / 18H010102OV1230	9, 13	No	No
05/30/2001	0	NON-POINTABLE VIOLATION	01/23/2001	MUNCIE CITY / 18H010102OV1230	8	No	No
01/20/2000	2	SPEEDING 65/55	01/03/2000	MICHIGAN / MI 00341		No	No
07/29/1996	8	OPERATING WHILE INTOXICATED	06/24/1996	MONROE CIRCUIT #3 / 53C039606CM01925	2	No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
9	09/25/2015	708 E ALLENDALE DR	BLOOMINGTON	IN	47401-8703
8	08/03/2000	805 W NORTH	MUNCIE	IN	47303
6	08/04/1999	2016 N BALL AVE	MUNCIE	IN	47304
5	08/04/1999	2016 N BALL AVE	MUNCIE	IN	47304
4	12/18/1997	2005 N GLENWOOD	MUNCIE	IN	47304
3	12/18/1997	2005 N GLENWOOD	MUNCIE	IN	47304
2	06/24/1996	1033 SO BURLINGTON DR	MUNCIE	IN	47303
1	04/12/1996	708 ALLENDALE DR	BLOOMINGTON	IN	47401

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
9	09/25/2015	708 E ALLENDALE DR	BLOOMINGTON	IN	47401-8703
7	08/03/2000	805 W NORTH	MUNCIE	IN	47303

Credential Issuance

Interim Credential Issue Date: 11/29/2021, Expiration Date: 12/29/2021, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 19304144

Issue Date: 11/29/2021, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 09/30/2028

Interim Credential Issue Date: 10/22/2021, Expiration Date: 11/21/2021, Reason: RENEWAL ID W/O CARD, IN-STATE, Control #: 19119650

Issue Date: 10/22/2021, Renew ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 11/29/2021

Interim Credential Issue Date: 9/25/2015, Expiration Date: 10/25/2015, Reason: RENEWAL ID W/O CARD, IN-STATE, Control #: 7925662

Issue Date: 09/25/2015, Renew ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 09/30/2021

Issue Date: 08/03/2000, Duplicate License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 09/30/2003

Issue Date: 08/04/1999, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 09/30/2003

Issue Date: 12/18/1997, Renew ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: B, Expiration Date: 12/31/2001

Issue Date: 04/12/1996, Duplicate License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 09/30/1998

Issue Date: 09/01/1995, Duplicate License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 09/30/1998

Remarks

Remark Date:09/27/2019 Driver Safety Program (DSP) completed on 9/26/2019 12:00:00 AM for 4 points

* End of Driver Record *

Trailer
CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Mauncke Car Care
INSPECTOR'S NAME Andy Staggs INSPECTOR'S PHONE # 812-339-7855
DATE OF INSPECTION 10/28/23
TAXICAB COMPANY Top Notch Filipino Fusion
VEHICLE YEAR 2023 MAKE _____ MODEL FS
VIN 3F91D2160P9060414

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

**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 *Andrew K*

Date: 10/28/23

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

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Meineke Car Care
 INSPECTOR'S NAME Andy Stagg INSPECTOR'S PHONE # 812-339-7855
 DATE OF INSPECTION 10/28/23
 TAXICAB COMPANY Top Notch Filipino Fusion
 VEHICLE YEAR 2020 MAKE Ford MODEL F150
 VIN 1FTFW1EP6LKD46899

	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**



Meineke South
 1800 South Walnut Street
 Bloomington, IN 47401
 (812) 318-1825
 manager@meineke639.com
 https://www.meineke.com/

Invoice for RO #66182

Service Advisor: Chris Shepherd
 Posted Date: 10/28/23 at 07:41 AM EDT
 Client: Jeff Milliken
 Vehicle: 2020 Ford F-150 Lariat

Jeff Milliken Phone: (812) 671-5092 Email: oaks7989@yahoo.com	2020 Ford F-150 Lariat 2.7L 6Cyl GAS Turbocharged VIN: 1FTEW1EP6LKD46899 License: N/A Color: N/A Odometer In: 48785 / Out: 48785	RO #66182 Time-In: 10/28/23 at 07:24 AM EDT Save Parts: No
---	---	--

Client concerns:

- INSPECTION FOR TRUCK AND FOOD TRAILER

1 - FOOD TRUCK AND TRAILER inspection		TECH: A s
Labor:	Perform Inspection	\$89.99
✓ Approved on 10/28/23 at 07:40 AM EDT		\$89.99

RO Fees		
Fees:	Shop Supplies	\$0.00
	Non Cash Adjustment	\$2.70
<i>Subtotal</i>		\$2.70

Free Towing to any Meineke up to 5 Miles 1-(844)-888-8697

***** URGENT !!! Aluminum, Alloy, Custom Wheels and vehicles with Dual rear wheels need to be re-torqued within fist 50-100 miles or the next business day.**

Total Repair Order & Signature:

Total Labor: \$89.99
 Total Fees: \$2.70
 Subtotal: \$92.69
 Grand Total: \$92.69
 BALANCE DUE: \$0.00

X

✓ PAID

Completed Transactions					
10/28/23	JEFF R MILLIKEN	\$92.69	Credit Card Payment	Mastercard**** 0224 Auth: 685764	Chip Mastercard AID:A0000000041010 ARC:Z3

NEW

Renewal of Number

POLICY DECLARATIONS

No. GL 2034938

Mount Vernon Fire Insurance Company
1190 Devon Park Drive, Wayne, Pennsylvania 19087
A Member Company of United States Liability Insurance Group

Direct Bill Policy

NAMED INSURED AND ADDRESS:
TOP NOTCH FILIPINO FUSION, LLC
C/O JEFFERSON MILLIKEN
708 E ALLENDALE DRIVE
BLOOMINGTON, IN 47402

POLICY PERIOD: (MO. DAY YR.) From: 11/13/2023 To: 11/13/2024

12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Limited Liability Company

BUSINESS DESCRIPTION: Concessionaire

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE
WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Liability Coverage Part	\$529.00
Wholesaler Broker Fee	\$110.00
TOTAL:	\$639.00

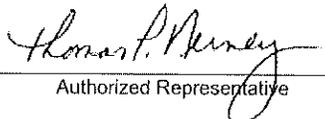
Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: TAPCO- FGIA (6461)
3060 S Church St
Burlington, NC 27215

Issued: 11/16/2023 7:04 AM

Broker: FARMERS

By: 
Authorized Representative

UPD (08-07) THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS,
COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF,
COMPLETE THE ABOVE NUMBERED POLICY.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. GL 2034938

Effective Date: 11/13/2023
12:01 STANDARD TIME

LIMITS OF INSURANCE

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense (Any One Person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	Included
General Aggregate Limit	\$2,000,000

LIABILITY DEDUCTIBLE

\$0

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	708 E Allendale Dr, Bloomington, IN 47401	006

PREMIUM COMPUTATION

<i>Loc</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Pr/Co</i>	<i>Rate</i>		<i>Advance Premium</i>	
					<i>All Other</i>	<i>Pr/Co</i>	<i>All Other</i>	<i>All Other</i>
1	Mobile Truck Vendor - Food	11171	1 Per Stand	Included	478.975	Included	\$479	
1	Additional Insured - Blanket	49950	1 Flat	Included	50.000	Included	\$50	
MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART:							\$475	
TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:							\$529	
(This Premium may be subject to adjustment.) MP - minimum premium								

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

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.

Jefferson Milliken
Name, Printed


Signature

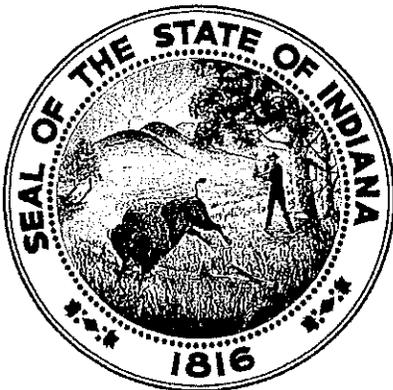
11/26/23
Date Release Signed

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

Certificate of Organization
of
TOP NOTCH FILIPINO FUSION LLC

I, DIEGO MORALES, 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 Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, August 14, 2023.



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 14, 2023.

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

202308141716037 / 9986601

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

APPROVED AND FILED
DIEGO MORALES
INDIANA SECRETARY OF STATE
08/14/2023 12:18 PM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 202308141716037
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME TOP NOTCH FILIPINO FUSION LLC
PRINCIPAL OFFICE ADDRESS 708 E ALLENDALE DR, Bloomington, IN, 47401, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME ROBERT WEIMER
ADDRESS 1040 State Road 39 Bypass S, PO BOX 1533, MARTINSVILLE, IN, 46151, USA
SERVICE OF PROCESS EMAIL bobweimer.fvvh@outlook.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted.

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 08/14/2023
EFFECTIVE TIME 10:17AM

ARTICLE IV - GOVERNING PERSON INFORMATION

TITLE Member
NAME MARIA JESUSA LAGUNDINO MILLIKEN
ADDRESS 708 E ALLENDALE DR, Bloomington, IN, 47401, USA

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S) Yes
IS THE LLC A SINGLE MEMBER LLC? No

BUSINESS INFORMATION
DIEGO MORALES
INDIANA SECRETARY OF STATE
08/14/2023 12:30 PM

Business Details

Business Name: **TOP NOTCH FILIPINO FUSION LLC** Business ID: **202308141716037**
Entity Type: **Domestic Limited Liability Company** Business Status: **Active**
Creation Date: **08/14/2023** Inactive Date:
Principal Office Address: **708 E ALLENDALE DR,
BLOOMINGTON, IN, 47401, USA** Expiration Date: **Perpetual**
Foreign Legal Name:
Jurisdiction of Formation: Business Entity Report Due Date: **08/31/2025**

Governing Person Information

TITLE Member
NAME MARIA JESUSA LAGUNDINO MILLIKEN
ADDRESS 708 E ALLENDALE DR, BLOOMINGTON, IN, 47401, USA

Registered Agent Information

Type: **Individual**
Name: **ROBERT WEIMER**
Address: **1040 STATE ROAD 39 BYPASS S, PO BOX 1533, MARTINSVILLE, IN, 46151, USA**

Date of this notice: 08-14-2023

Employer Identification Number:
93-2873002

Form: SS-4

Number of this notice: CP 575 B

TOP NOTCH FILIPINO FUSION LLC
MARIA JESUSA LAGUNDINO MILLIKEN MBR
708 E ALLENDALE DR
BLOOMINGTON, IN 47401

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-2873002. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

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

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2024

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

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

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

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:

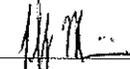
- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a 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: Jefferson Milliken

Signature: 

Date: 11/26/23

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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

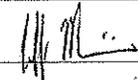
noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- 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: Jefferson Milliken

Signature: 

Date: 11/26/23

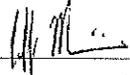
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- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

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: Jefferson Milliken

Signature: 

Date: 11/26/23



City of Bloomington Fire Department

PO Box 100
Bloomington Indiana 47402
812-332-9763

Mayor John Hamilton Fire Chief Jason Moore

Current Date	Inspected by	Next Inspection Date	Inspection Number
09/29/2023	Tim Clapp	09/29/2024	BFD-2023-0000133

Business Name	Business Address	City	State	Zip
Top Notch Filipino Fusion	708 E ALLENDALE DR	BLOOMINGTON	IN	47401
	Suite			
	Food truck			

Fire Inspection Results
No fire code violations found.
Thank You

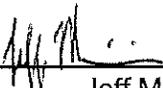
On 09/29/2023 the Top Notch Filipino Fusion was inspected by Bloomington Fire Department and no deficiencies were found.

Inspection Signatures

Occupancy Contact Signature

Unable to sign:

Not present



Jeff Milliken
Owner
oaks7989@yahoo.com

Inspector Signature



Tim Clapp
Fire Marshal
812-360-3520
clappt@bloomington.in.gov

Certificate of Achievement



#0655
ASTM E2659
Certificate Issuer

This certificate is awarded to
JEFFERSON MILLIKEN

Congratulations! You have completed
ServSafe® Food Handler
Employee Food Safety Online Course and Exam

National Restaurant Association
233 S. Wacker Drive, Suite 3600
Chicago, IL 60606-6383
800.765.2122 in Chicago area 312.715.1010
Restaurant.org | ServSafe.com

Certificate Number **6539902** Date **8/25/2023**

Expiration Date **8/25/2026**





Notice of Permits

The Fire Official has approved the following permits for the following locations

Location

Name	Address
Top Notch Filipino Fusion	708 E ALLENDALE DR FOOD TRUCK, BLOOMINGTON, IN, 47401
	Phone 812-671-5092

Permits

Permit Number	Permit Type	Effective Date	Expiration Date
BFD-2023-0000024	Food Vendor Permit		

This notice must be prominently displayed at all times. Permits may be revoked at any time for failure to remain in conformity with applicable regulations.

Issued by:

Date Issued:

09/29/2023

Tim Clapp
Fire Marshal
812-360-3520
clappt@bloomington.in.gov



REGISTERED RETAIL MERCHANT CERTIFICATE

INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253
(317) 232-2240

TOP NOTCH FILIPINO FUSION LLC
708 E ALLENDALE DR
BLOOMINGTON IN 47401-8703

FEIN 93-2873002
LOC ID 8000416306-001
ISSUED September 12, 2023
EXPIRES October 31, 2025

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

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

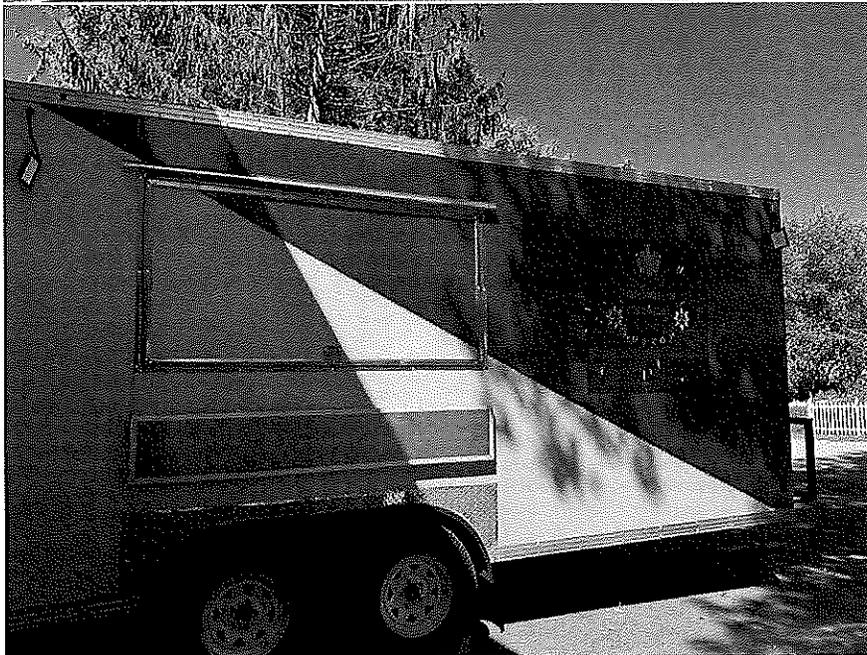


TOP NOTCH FILIPINO FUSION LLC
708 E ALLENDALE DR
BLOOMINGTON IN 47401-8703

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----





**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2023-82
Mobile Vendor in Public Right of Way
Top Notch Filipino Fusion, 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”);

WHEREAS, Top Notch Filipino Fusion, LLC (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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 food truck or trailer; and

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

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 food truck or trailer for 1 year beginning 12/7/2023, and ending on 12/7/2024.

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 THE 5th DAY OF DECEMBER 2023.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jane Kupersmith, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2023-82 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Jefferson Milliken

Date: _____

MEMORANDUM

TO: Board of Public Works
FROM: Rick Dietz
SUBJECT: 2024 ITS Agreements
DATE: 11/06/2023
CC: Beth Cate, Colleen Newbill

Board of Public Works Members,

I have a few annual agreements for your consideration covering funding for Community Access Television Services CATS, BDU use, and agreements with PEG content providers.

2024 CATS Funding Agreement

This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2024 has been budgeted at \$464,969.00, a 1% increase from 2023. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond. We will make four quarterly payments to CATS totaling \$464,969.00 all drawn from the City's new Economic Development Local Income Tax (LIT) fund, line 53980 Community Access TV/Radio.

2024 PEG Content Provider Agreements (CATS & WTIU)

The purpose of these agreements is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. WTIU programs one channel. These agreements outline the content provider relationship and expectations of the City for the programming of City PEG channels.

2024 BDU Use Agreements (MCCSC, MCPL, Monroe County Government)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, and Monroe County Government. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, and Monroe County Government with 6 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

Thank you for your consideration of these agreements.

Warm regards,



Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov



CONTRACT COVER MEMORANDUM

TO: Colleen Newbill, Attorney, Legal
FROM: Rick Dietz, Director, ITS
DATE: 11/06/2023
RE: 2024 Community Access Television Services (CATS) funding agreement

Contract Recipient/Vendor Name:	Community Access Television Services (CATS)
Department Head Initials of Approval:	RBD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Victoria Jones, ITS Office Manager
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Colleen Newbill
Record Destruction Date: <i>(Legal to fill in)</i>	1/2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	23-597
Due Date For Signature:	December 8, 2023
Expiration Date of Contract:	December 31, 2024
Renewal Date for Contract:	January 1, 2025
Total Dollar Amount of Contract:	\$464,969.00
Funding Source:	153-28-280000-53980
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

2024 Community Access Television Services Agreement (CATS)

The purpose of this agreement is to codify services provided by Community Access Television Services (CATS) and to codify the funding and accounting procedures, and equipment agreements provided by the City.

**CITY OF BLOOMINGTON and
MONROE COUNTY PUBLIC LIBRARY
CATS FUNDING AGREEMENT for 2024**

This Agreement is entered into on the _____ day of _____, 2023 at Bloomington, Indiana, by and between the Board of Public Works of the City of Bloomington, hereinafter referred to as the "City", the Monroe County Public Library, hereinafter referred to as "Library", and Community Access Television Services, hereinafter referred to as "CATS." CATS and the Library agree to provide services as set forth below and comply with all provisions of this Agreement, and the City agrees to provide funding as set forth below.

Article I. Services to be provided by Library.

CATS and the Library agree as follows:

- (a) To cablecast live coverage of City of Bloomington Common Council, Plan Commission, Board of Public Works, Board of Zoning Appeals, Board of Parks Commissioners, Bloomington Redevelopment Commission and Utilities Service Board meetings, if given at least one week's notice by the City of the meeting times. These meetings will also be replayed at least twice during the week they occur, and will be webcast as feasible by CATS. Upon request by the Office of the Mayor or City Information & Technology Services (ITS) Department, the Library will provide the City with free copies in the specified format of any of the above cablecast meetings or other meetings and events described elsewhere in this agreement.
- (b) To provide permanent archival digital storage of meetings which CATS cablecasts.
- (c) To provide off-premise secure backup (cloud backup is acceptable).
- (d) To provide live internet streaming of meetings.
- (e) To provide access to meetings through a browsable and searchable website.
- (f) To provide access to meetings through social media.
- (g) To provide access to meetings through over-the-top video devices (via YouTube for instance.)
- (h) To provide automated transcription of meeting content.
- (i) To produce weekly editions of "Pets without Partners" and provide cablecasts of other meetings and events, and to produce programs on community services and issues as requested by the City. The content of all City public meetings broadcast by CATS shall be placed In the public domain, meaning that the work may be freely reproduced, distributed, transmitted, used, modified, built upon, or otherwise exploited by anyone

for any purpose, commercial or non-commercial, and in any way, including by methods that have not yet been invented or conceived. CATS may not assert any copyright claim and no right shall attach to City public meeting broadcasts.

- (j) To provide to the City upon request quarterly financial reports and any other financial reports reasonably requested by the City, delineating the utilization of funds which Library has received for the support of CATS from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source as well as funding received directly from Library.

The financial reports may be submitted in the format compatible with Library's normal budgeting information as is readily available through its existing accounting software. Budget lines shall include comparison of actual expenditures with budgeted amounts. Reports shall include a listing of all revenues designated for CATS by all entities contributing, including in-kind contributions from Library and other gifts, grants, etc., CATS receives.

Reports shall be submitted to the ITS Department, the Office of the City Controller and the Office of the Mayor no later than 30 days after the request.

- (k) To oversee its allocation of the cable channels available to the City through the City's franchise, for the purposes of public access, educational and governmental cablecasting. To use all grants and monies received by the Library from the City of Bloomington for the support of and usage by CATS only on costs directly related to the operations of CATS.
- (l) To participate in consulting processes with the City to evaluate City video services needs.

Article II. Designated use of Agreement Funds and Equipment.

The Library agrees to use Agreement funds and equipment as follows:

- (a) To pay for services rendered in accordance with this Agreement.
- (b) To utilize to the maximum extent feasible funds received from all sources of revenue.
- (c) To refund to the City of Bloomington funds received under this Agreement which may later be determined to have been received or expended in noncompliance with the Agreement as a result of audit by the State Board of Accounts or Library, pursuant to the terms of this Agreement.
- (d) To return all equipment made available through this Agreement within one week if requested by the City or upon termination of this Agreement.
- (e) To utilize equipment made available through this Agreement solely in the provision of services as outlined herein.

Article III. Data on Affirmative Action.

The Library agrees to implement an affirmative action plan which complies with the City's regulations for contractors. The Library will submit its affirmative action plan to the City's Contract Compliance Officer for review within ten days of signing this Funding Agreement, and shall make all necessary and reasonable changes to its plan to bring it into compliance within twenty days of notice from the Officer of any deficiencies.

Article IV. Funding Procedure.

To outline the system by which funds are to be transferred by the City to the Library, and to assure adequate documentation of disbursements by the City:

- (a) The Library will submit a signed claim voucher or invoice to the Information and Technology Services Department of the City of Bloomington, ITS, which will be processed in accordance with the City's normal practice for payments and reimbursements. Invoices may be submitted at the beginning of each quarter – January, April, July, and October.
- (b) The City will provide funding at the rate of **\$116,242.25** quarterly for the calendar year beginning January 1, 2024, with the total not to exceed **\$464,969.00**.

Article V. Accounting Procedures.

The Library agrees to maintain accounting procedures that shall provide for:

- (a) All grants and monies received by the Library from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source are solely intended for the support of and usage by CATS and shall not on any account be made available for use as Library general operating funds. If at the end of any fiscal year such grants or monies have not been expended on costs directly related to the operations of CATS, said grants or monies shall remain for future usage for support of the operations of CATS and shall not revert or be otherwise transferred to any fund for general usage by, or support of, Library.
- (b) Accurate, current, and complete disclosure of the financial results of its service program.
- (c) Records which identify adequately the source and application of funds for program supported activities.
- (d) Effective control over and accountability for all funds, property and other assets. The Library will adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

Article VI. Program Monitoring and Library Reporting Requirements.

In addition to the financial reports described in Article I (d), the Library agrees to submit to the Information & Technology Services Department and the Board of Public Works upon request a report which shall cover each month of the previous quarter's programming and usage of the cable channels, proposed or planned special programming for the future and an analysis of services provided to City residents.

Article VII. Access to Records.

The Library agrees that it will give the City of Bloomington, through an authorized representative, access to, and the right to examine all records, books, papers or documents related to the funding provided by this Agreement, for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

Article VIII. Retention of Records.

The Library agrees that it will retain for a period of three years financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement, with the following exceptions:

- (a) These records shall be retained beyond the three-year period if audit findings have not been resolved, in which case such records shall be retained until any audit findings are resolved.

- (b) At the request of the City any records pertinent to the program funded by this Agreement are to be transferred to the City if the City determines that the records possess long-term retention value, in which case the Library shall be exempt from the three-year retention period above.

The three-year period mentioned herein is to be determined from the date of the Library's biennial audit.

Article IX. Termination of Agreement.

The Library agrees that this Agreement is subject to the availability of funds and that if funds become unavailable for the performance of this Agreement, the City may terminate the Agreement. If funds become unavailable, the City shall promptly notify the Library in writing of the termination and the effective date which must be at least 30 days from notification.

It is further agreed that the City or the Library may terminate funding in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial terminations, the portion to be terminated. The Library shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The City shall allow full credit to the Library for the allocable portion of noncancellable obligations, properly incurred by the Library prior to termination.

Article X. Forfeiture of Funds for Noncompliance.

It is agreed that the City may terminate any funding, in whole or in part, at any time before the date of completion of the program, whenever it is determined that the Library has failed to comply with the conditions of this Agreement, or with other conditions imposed by the laws, rules and regulations to which this Agreement refers. The City shall promptly notify the Library in writing of the determination and the reasons for the determination, together with the effective date. Payments made to the Library or recoveries by the City under funding terminated for cause shall be in accord with the legal rights and liabilities of the parties.

Article XI. Verification of Work Status.

The Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

By: _____
Kyla Cox Deckard, Board of Public
Works

Date: _____

By: _____
John Hamilton, Mayor

Date: _____

MONROE COUNTY PUBLIC LIBRARY:

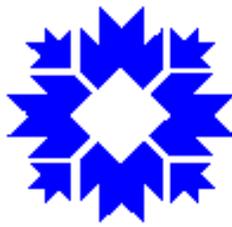
By:  _____
Grier Carson, MCPL Director

Date: November 20, 2023

COMMUNITY ACCESS TELEVISION SERVICES:

By:  _____
Martin O'Neill, General Manager

Date: 11/16/2023



**City of Bloomington
Human Rights Commission**

TO: MCPL CATS

EXPIRATION: 5/20/2024

Dear Board Members:

I have reviewed the affirmative action plan for MCPL CATS, which is on file with the City Legal Department. I find the plan acceptable under the City of Bloomington Human Rights Ordinance and under the Contract Compliance Regulations. I will retain a copy of the plan in my files.

Sincerely,

Audrey Brittingham
Assistant City Attorney

Cc: File
Bidder



Victoria Jones <victoria.jones@bloomington.in.gov>

2024 CATS/MCPL Funding Agreement

Jeffrey Underwood <underwoj@bloomington.in.gov>

Fri, Nov 10, 2023 at 8:27 AM

To: Colleen Newbill <colleen.newbill@bloomington.in.gov>

Cc: Jeff McMillian <mcmillij@bloomington.in.gov>, Julie Martindale <martindj@bloomington.in.gov>, Beth Cate <beth.cate@bloomington.in.gov>, Victoria Jones <victoria.jones@bloomington.in.gov>

Yes, I approve.

[Quoted text hidden]

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	<p>Jeffrey H. Underwood, CPA Controller Office of the Controller City of Bloomington, IN underwoj@bloomington.in.gov 812.349.3416 bloomington.in.gov</p>
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MEMORANDUM

TO: Board of Public Works
FROM: Rick Dietz
SUBJECT: 2024 ITS Agreements
DATE: 11/06/2023
CC: Beth Cate, Colleen Newbill

Board of Public Works Members,

I have a few annual agreements for your consideration covering funding for Community Access Television Services CATS, BDU use, and agreements with PEG content providers.

2024 CATS Funding Agreement

This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2024 has been budgeted at \$464,969.00, a 1% increase from 2023. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond. We will make four quarterly payments to CATS totaling \$464,969.00 all drawn from the City's new Economic Development Local Income Tax (LIT) fund, line 53980 Community Access TV/Radio.

2024 PEG Content Provider Agreements (CATS & WTIU)

The purpose of these agreements is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. WTIU programs one channel. These agreements outline the content provider relationship and expectations of the City for the programming of City PEG channels.

2024 BDU Use Agreements (MCCSC, MCPL, Monroe County Government)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, and Monroe County Government. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, and Monroe County Government with 6 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

Thank you for your consideration of these agreements.

Warm regards,



Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov



CONTRACT COVER MEMORANDUM

TO: Colleen Newbill, Attorney, Legal
FROM: Rick Dietz, Director, ITS
DATE: 11/06/2023
RE: 2024 PEG Content Provider Agreements - MCPL

Contract Recipient/Vendor Name:	Monroe County Public Library (MCPL)
Department Head Initials of Approval:	RBD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Victoria Jones, ITS Office Manager
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Colleen Newbill
Record Destruction Date: <i>(Legal to fill in)</i>	1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	23-602
Due Date For Signature:	December 8, 2023
Expiration Date of Contract:	December 31, 2025
Renewal Date for Contract:	January 1, 2026
Total Dollar Amount of Contract:	N/A
Funding Source:	No City funding required
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

2024 PEG Content Provider Agreements (MCPL)

The purpose of these agreements is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels.

WTIU programs one channel. These agreements outline the content provider relationship and expectations of the City for the programming of City PEG channels.

CITY OF BLOOMINGTON
and
MONROE COUNTY PUBLIC LIBRARY
PUBLIC, EDUCATION AND GOVERNMENT CHANNEL
PROGRAMMING AGREEMENT for 2024

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-16, the Indiana Utility Regulatory Commission has the sole authority to grant a certificate of franchise authority to a video service provider (“VSP”); and,

WHEREAS, pursuant to the provisions of Indiana Code §§ 8-1-34 et seq., a VSP is required to make available on its video service system channels which contain public, educational, and governmental programming (“PEG channels”); and,

WHEREAS, pursuant to Sections 531 and 541 of the Communications Act, local franchising authorities may require cable operators to set aside channels for public, educational, or governmental (“PEG”) use; and,

WHEREAS, PEG Channels are broadly defined as follows:
Public access channels are available for use by the general public. They are usually administered either by the cable operator or by a third party designated by the franchising authority; *Educational* access channels are used by educational institutions for educational programming. Time on these channels is typically allocated by either the franchising authority or the cable operator among local schools, colleges and universities; *Governmental* access channels are used for programming by organs of local government. In most jurisdictions, the franchising authority directly controls these channels; and,

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-27, the operation of a PEG channel is the responsibility of the unit that receives the benefit of the channel, that being the City of Bloomington (“City”), and the VSP is responsible for the transmission of the channel; and,

WHEREAS, the City of Bloomington (“City”) controls six PEG Channels; and,

WHEREAS, the City, through its Information and Technology Services Department (“ITS”), provides PEG channel program content from its PEGCPs (“Public Education & Government Content Providers) - currently CATS and WTIU - at a common distribution point (“PEGHub”) at the Bloomington Telecom Hotel facility in downtown Bloomington; and,

WHEREAS, the Monroe County Public Library through CATS wishes to provide five (5) channels of PEG programming to the City for the purpose of broadcast by Bloomington VSPs; and

WHEREAS, The PEGHub serves as a common distribution point for PEG content to multiple VSPs and provision of content from multiple PEGCPs at a single accessible location; and,

WHEREAS, the PEGCP wishes to reach an understanding with the City as to the terms and conditions of providing PEG channel programming from the common distribution point at the Telecom Hotel;

NOW, THEREFORE, the City and the PEGCP agree as follows:

Section 1. Location. The PEGCP shall provide PEG channel programming to the City's PEGHub, located in the City Cage at the Telecom Hotel. The Bloomington Telecom Hotel facility is located in downtown Bloomington at 7th and Walnut Streets (302 N. Walnut Street). The PEGCP shall be responsible for connecting at this location, securing space in the facility as needed, and cross connecting to the City's PEG Hub equipment in the City Rack. The City reserves the right to change the location of the PEG Hub if the Telecom Hotel closes or for any other reason. City will provide advance notice of relocation. In the event relocation occurs, The City and the PEGCP will negotiate mutually agreeable terms for covering the costs of connecting at the new PEG Hub location.

Section 2. Technical Specifications. The City shall permit PEGCP to patch into the City Cage to provide PEG programming under the terms of this agreement. The PEGCP shall provide video signal for PEG channels in SDI format, specifically Serial Digital Interface (SDI) video signal with embedded AES (digital audio). The connection type the PEGCP will be connecting to will be a Bayonet Neill Concelman (BNC) connector.

Section 3. Conditions. Consistent with the requirements of State and Federal law, the PEGCP shall:

- (a) Program five City of Bloomington PEG channels.
 - i) One channel must be dedicated solely to City of Bloomington meetings, events and business.
 - ii) One channel must be dedicated solely to Monroe County and other local governmental and taxing unit meetings, events and business.
 - iii) One channel must be dedicated to public access programming emphasizing local and community-generated content.
- (b) Provide the City of Bloomington PEG content at no less than full-screen broadcast resolution.
- (c) Provide PEG suitable programming in keeping with the definition of PEG.
- (d) Provide programming that is not otherwise available on other VSP channels.

Section 4. Connecting. The PEGCP shall be responsible for connecting at the PEG Hub location, securing space in the facility as needed and cross connecting to the City's PEG Hub equipment in the City Rack.

Section 5. Term. This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2025. This agreement may be rescinded at the City's discretion with a 30-day written notice.

Section 6. Waiver of Warranties. The City and the PEGCP each expressly disclaim all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this agreement, no information, oral or written, provided or disseminated by the City or the PEGCP shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 7. Assignment of Rights. The rights granted to the PEGCP shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 8. Indemnification. The VSP and the City (the "Indemnifying Party") shall each defend, indemnify, and hold harmless the other (the "Indemnified Party") from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' costs and litigation expenses, arising out of or relating to the Indemnified Party's execution and undertaking of this Agreement, insofar as such liabilities, judgments, claims, damages, settlements, expenses and costs arise out of or are based upon the breach of this Agreement by the Indemnifying Party or the programming provided pursuant to the terms hereof. The VSP and the City shall each promptly notify the other of any third party claim or legal action arising out of or related to this Agreement. The PEGCP is responsible for securing any necessary copyrights for its content.

Section 9. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the PEGCP.

Section 10. 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 Monroe County, Indiana.

Section 11. Costs and Expense of Enforcement. If either the PEGCP or the City shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' costs and expenses which the other may incur in enforcing any obligations herein.

Section 12. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 13. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY
Information and Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

The PEGCP
MCPL and CATS
303 E. Kirkwood Avenue
Bloomington, IN 47408
Attn: Director

Section 14. Severability and Future Legal Developments. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served. In the event that action is taken by the Federal Communications Commission, Congress or the State of Indiana which addresses and impacts the responsibilities of the parties hereto regarding the provision of PEG channel programming, this agreement shall terminate, and the parties shall negotiate a new agreement consistent with that mandate.

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

MONROE COUNTY PUBLIC LIBRARY:

By: _____
Kyla Cox Deckard, Board of Public Works

By: _____
Grier Carson, MCPL Director

Date _____

Date _____

By: _____
John Hamilton, Mayor

By: _____
Christine Harrison, Board President

Date _____

Date _____

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Martin O'Neill, CATS General Manager

Date _____



Victoria Jones <victoria.jones@bloomington.in.gov>

2024 PEG CATS/MCPL Agreement

Jeffrey Underwood <underwoj@bloomington.in.gov>

Thu, Nov 9, 2023 at 6:59 PM

To: Colleen Newbill <colleen.newbill@bloomington.in.gov>

Cc: Jeff McMillian <mcmillij@bloomington.in.gov>, Julie Martindale <martindj@bloomington.in.gov>, Beth Cate <beth.cate@bloomington.in.gov>, Victoria Jones <victoria.jones@bloomington.in.gov>

Approved

Sent from my iPhone

On Nov 9, 2023, at 3:01 PM, Colleen Newbill <colleen.newbill@bloomington.in.gov> wrote:

[Quoted text hidden]

<20231109 2024 PEG MCPL Contract Memo.docx>

<20231109 2024 PEG MCPL Agreement.docx>

MEMORANDUM

TO: Board of Public Works
FROM: Rick Dietz
SUBJECT: 2024 ITS Agreements
DATE: 11/06/2023
CC: Beth Cate, Colleen Newbill

Board of Public Works Members,

I have a few annual agreements for your consideration covering funding for Community Access Television Services CATS, BDU use, and agreements with PEG content providers.

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This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2024 has been budgeted at \$464,969.00, a 1% increase from 2023. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond. We will make four quarterly payments to CATS totaling \$464,969.00 all drawn from the City's new Economic Development Local Income Tax (LIT) fund, line 53980 Community Access TV/Radio.

2024 PEG Content Provider Agreements (CATS & WTIU)

The purpose of these agreements is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. WTIU programs one channel. These agreements outline the content provider relationship and expectations of the City for the programming of City PEG channels.

2024 BDU Use Agreements (MCCSC, MCPL, Monroe County Government)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, and Monroe County Government. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, and Monroe County Government with 6 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

Thank you for your consideration of these agreements.

Warm regards,



Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov



CONTRACT COVER MEMORANDUM

TO: Colleen Newbill, Attorney, Legal
FROM: Rick Dietz, Director, ITS
DATE: 11/06/2023
RE: 2024 PEG Content Provider Agreements - WTIU

Contract Recipient/Vendor Name:	WTIU
Department Head Initials of Approval:	RBD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Victoria Jones, ITS Office Manager
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Colleen Newbill
Record Destruction Date: <i>(Legal to fill in)</i>	1/2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	23-603
Due Date For Signature:	December 8, 2023
Expiration Date of Contract:	December 31, 2025
Renewal Date for Contract:	January 1, 2026
Total Dollar Amount of Contract:	N/A
Funding Source:	No City funding required
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A

Summary of Contract:

2024 PEG Content Provider Agreements (WTIU)

The purpose of these agreements is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels.

WTIU programs one channel. These agreements outline the content provider relationship and expectations of the City for the programming of City PEG channels.

CITY OF BLOOMINGTON
and
WTIU/INDIANA UNIVERSITY
PUBLIC, EDUCATION AND GOVERNMENT CHANNEL
PROGRAMMING AGREEMENT for 2024

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-16, the Indiana Utility Regulatory Commission has the sole authority to grant a certificate of franchise authority to a video service provider (“VSP”); and,

WHEREAS, pursuant to the provisions of Indiana Code §§ 8-1-34 et seq., a VSP is required to make available on its video service system channels which contain public, educational, and governmental programming (“PEG channels”); and,

WHEREAS, pursuant to Sections 531 and 541 of the Communications Act, local franchising authorities may require cable operators to set aside channels for public, educational, or governmental (“PEG”) use; and,

WHEREAS, PEG Channels are broadly defined as follows:
Public access channels are available for use by the general public. They are usually administered either by the cable operator or by a third party designated by the franchising authority; *Educational* access channels are used by educational institutions for educational programming. Time on these channels is typically allocated by either the franchising authority or the cable operator among local schools, colleges and universities; *Governmental* access channels are used for programming by organs of local government. In most jurisdictions, the franchising authority directly controls these channels; and,

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-27, the operation of a PEG channel is the responsibility of the unit that receives the benefit of the channel, that being the City of Bloomington (“City”), and the VSP is responsible for the transmission of the channel; and,

WHEREAS, the City of Bloomington (“City”) controls six PEG Channels; and,

WHEREAS, the City, through its Information and Technology Services Department (“ITS”), provides PEG channel program content from its PEGCPs (“Public Education & Government Content Providers”) – currently CATS and WTIU – at a common distribution point (“PEGHub”) at the Bloomington Telecom Hotel facility in downtown Bloomington; and,

WHEREAS, the WTIU wishes to provide one (1) channel of PEG programming to the City for the purpose of broadcast by Bloomington VSPs; and

WHEREAS, The PEGHub serves as a common distribution point for PEG content to multiple VSPs and provision of content from multiple PEGCPs at a single accessible location; and,

WHEREAS, the PEGCP wishes to reach an understanding with the City as to the terms and conditions of providing PEG channel programming from the common distribution point at the Telecom Hotel;

NOW, THEREFORE, the City and the PEGCP agree as follows:

Section 1. Location. The PEGCP shall provide PEG channel programming to the City's PEGHub, located in the City Cage at the Telecom Hotel. The Bloomington Telecom Hotel facility is located in downtown Bloomington at 7th and Walnut Streets (302 N. Walnut Street). The PEGCP shall be responsible for connecting at this location, securing space in the facility as needed, and cross connecting to the City's PEG Hub equipment in the City Rack. The City reserves the right to change the location of the PEG Hub if the Telecom Hotel closes or for any other reason. City will provide advance notice of relocation. In the event relocation occurs, the City and the PEGCP will negotiate mutually agreeable terms for covering the costs of connecting at the new PEG Hub location.

Section 2. Technical Specifications. The City shall permit PEGCP to patch into the City Cage to provide PEG programming under the terms of this agreement. The PEGCP shall provide video signal for PEG channels in SDI format, specifically Serial Digital Interface (SDI) video signal with embedded AES (digital audio). The connection type the PEGCP will be connecting to will be a Bayonet Neill Concelman (BNC) connector.

Section 3. Conditions. Consistent with the requirements of State and Federal law, the PEGCP shall:

- a. Program one City of Bloomington PEG channel.
- b. Provide the City of Bloomington PEG content at no less than full-screen broadcast resolution.
- c. Provide PEG suitable programming in keeping with the definition of PEG.
- d. Provide programming that is not otherwise available on other VSP channels.

Section 4. Connecting. The PEGCP shall be responsible for connecting at the PEG Hub location, securing space in the facility as needed and cross connecting to the City's PEG Hub equipment in the City Rack.

Section 5. Term. This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2025. This agreement may be rescinded at the City's discretion with a 30-day written notice.

Section 6. Waiver of Warranties. The City and the PEGCP each expressly disclaim all express and implied warranties, including but not limited to the implied warranties or merchantability and fitness for a particular purpose. Except as otherwise provided in this agreement, no information, oral or written, provided or disseminated by the City or the

PEGCP shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 7. Assignment of Rights. The rights granted to the PEGCP shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 8. Indemnification. The VSP and the City (the "Indemnifying Party") shall each defend, indemnify, and hold harmless the other (the "Indemnified Party") from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' costs and litigation expenses, arising out of or relating to the Indemnified Party's execution and undertaking of this Agreement, insofar as such liabilities, judgments, claims, damages, settlements, expenses and costs arise out of or are based upon the breach of this Agreement by the Indemnifying Party or the programming provided pursuant to the terms hereof. The VSP and the City shall each promptly notify the other of any third party claim or legal action arising out of or related to this Agreement. The PEGCP is responsible for securing any necessary copyrights for its content.

The obligations of PEGCP shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of Indiana University as an instrumentality of the State of Indiana (e.g., actions and conditions as to which the PEGCP is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that its liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by the PEGCP.

Section 9. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the PEGCP.

Section 10. 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 Monroe County, Indiana.

Section 11. Costs and Expense of Enforcement. If either the PEGCP or the City shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' costs and expenses which the other may incur in enforcing any obligations herein.

Section 12. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 13. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY
Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

The PEGCP
Radio & TV Center
1229 E 7th St
Bloomington, IN 47405
Attn: WTIU Station Manager

Section 14. Severability and Future Legal Developments. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served. In the event that action is taken by the Federal Communications Commission, Congress or the State of Indiana which addresses and impacts the responsibilities of the parties hereto regarding the provision of PEG channel programming, this agreement shall terminate, and the parties shall negotiate a new agreement consistent with that mandate.

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

WTIU

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

By: _____
Brad Kimmel, Executive Director

Date: _____

Date: _____

By: _____
John Hamilton, Mayor

Date: _____



Victoria Jones <victoria.jones@bloomington.in.gov>

2024 PEG WTIU Agreement

Jeffrey Underwood <underwoj@bloomington.in.gov>

Thu, Nov 9, 2023 at 6:56 PM

To: Colleen Newbill <colleen.newbill@bloomington.in.gov>

Cc: Jeff McMillian <mcmillij@bloomington.in.gov>, Julie Martindale <martindj@bloomington.in.gov>, Beth Cate <beth.cate@bloomington.in.gov>, Victoria Jones <victoria.jones@bloomington.in.gov>

Approved

Sent from my iPhone

On Nov 9, 2023, at 3:04 PM, Colleen Newbill <colleen.newbill@bloomington.in.gov> wrote:

[Quoted text hidden]

<20231109 2024 PEG WTIU Contract Memo.docx>

<20231109 2024 PEG WTIU Agreement.docx>

MEMORANDUM

TO: Board of Public Works
FROM: Rick Dietz
SUBJECT: 2024 ITS Agreements
DATE: 11/06/2023
CC: Beth Cate, Colleen Newbill

Board of Public Works Members,

I have a few annual agreements for your consideration covering funding for Community Access Television Services CATS, BDU use, and agreements with PEG content providers.

2024 CATS Funding Agreement

This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2024 has been budgeted at \$464,969.00, a 1% increase from 2023. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond. We will make four quarterly payments to CATS totaling \$464,969.00 all drawn from the City's new Economic Development Local Income Tax (LIT) fund, line 53980 Community Access TV/Radio.

2024 PEG Content Provider Agreements (CATS & WTIU)

The purpose of these agreements is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. WTIU programs one channel. These agreements outline the content provider relationship and expectations of the City for the programming of City PEG channels.

2024 BDU Use Agreements (MCCSC, MCPL, Monroe County Government)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, and Monroe County Government. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, and Monroe County Government with 6 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

Thank you for your consideration of these agreements.

Warm regards,



Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND THE MONROE COUNTY COMMUNITY SCHOOL CORPORATION
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington (“City”), through its Information and Technology Services Department (“ITS”), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground (“BDU”); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, the Monroe County Community School Corporation (“MCCSC”) is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to MCCSC upon certain terms and conditions;

NOW, THEREFORE, the City and MCCSC agree as follows:

Section 1: Term. This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2025.

Section 2: Permission. This Agreement grants MCCSC permission to use eighteen (18) strands of dark fiber optic cable located in the City’s BDU network.

Section 3: Payment. MCCSC shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, MCCSC shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

Section 4: Use. MCCSC shall be responsible for lighting the fibers.

Section 5. Connection: MCCSC shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by MCCSC. Upon completion of its connection to the BDU, MCCSC shall provide the City with “as built” drawings in both print and digital form of MCCSC’s connections and laterals. MCCSC shall be responsible for any repairs to the connections and laterals which must be performed during the term of this Agreement. MCCSC shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

Section 6. Responsibility for Maintenance and Repairs. The City shall be responsible for maintenance and repair of the BDU core network. MCCSC shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. MCCSC shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

Section 7. Restoration and Line Location Services. The City shall retain an Emergency Restoration Agreement (“ERA”) on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. MCCSC shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

Section 8. Call Out Requirements. MCCSC will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

Section 9. Right to Co-locate. MCCSC agrees to permit the City to install BDU conduit within any new MCCSC lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

Section 10. Substitution of Fibers. In the event that in the future MCCSC obtains the City’s permission to use fiber in a different conduit or a conduit as a whole, the City may request that MCCSC discontinue use of the fibers referenced herein and those fibers shall be returned to the City’s management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

Section 11. Rights Reserved. The City shall not be liable for any interruption of services in the event of damage, destruction, condemnation or closure of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon 60 days written notice to MCCSC.

Section 12. Waiver of Claims. The City and its agents shall have no liability to MCCSC for any damage to the property of MCCSC located in or about the BDU core network. MCCSC hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

Section 13. Waiver of Warranties. The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 14. Assignment of Rights. The rights granted to MCCSC shall not be assigned in whole or in part without the City’s prior written consent. In the event said consent is granted, the

provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 15. Indemnification. MCCSC shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to MCCSC's execution and undertaking of this Agreement. MCCSC shall promptly notify the City of any third-party claim or legal action arising out of or related to this Agreement.

Section 16. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and MCCSC.

Section 17. 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 Circuit Court, Monroe County, Indiana.

Section 18. Costs and Expense of Enforcement. If MCCSC shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

Section 19. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 20. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY
Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

MCCSC
Monroe County Community School Corp.
315 E North Drive
Bloomington, IN 47401
Attn: Director

Section 20. Severability. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

**City of Bloomington
Board of Public Works**
By:

**Monroe County Community School
Corporation Board of Trustees**
By:

Kyla Cox Deckard, President

April Hennessey, President

Date

Date

John Hamilton, Mayor

Date



Victoria Jones <victoria.jones@bloomington.in.gov>

2024 BDU MCCSC

Jeffrey Underwood <underwoj@bloomington.in.gov>

Fri, Nov 10, 2023 at 8:28 AM

To: Colleen Newbill <colleen.newbill@bloomington.in.gov>

Cc: Jeff McMillian <mcmillij@bloomington.in.gov>, Julie Martindale <martindj@bloomington.in.gov>, Beth Cate <beth.cate@bloomington.in.gov>, Victoria Jones <victoria.jones@bloomington.in.gov>

Yes, I approve.

[Quoted text hidden]

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	<p>Jeffrey H. Underwood, CPA Controller Office of the Controller City of Bloomington, IN underwoj@bloomington.in.gov 812.349.3416 bloomington.in.gov</p>
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**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND THE MONROE COUNTY PUBLIC LIBRARY
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington (“City”), through its Information and Technology Services Department (“ITS”), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground (“BDU”); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, the Monroe County Public Library (“MCPL”) is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to MCPL upon certain terms and conditions;

NOW, THEREFORE, the City and MCPL agree as follows:

Section 1: Term. This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2025.

Section 2: Permission. This Agreement grants MCPL permission to use four (4) strands of dark fiber optic cable located in the City’s BDU network.

Section 3: Payment. MCPL shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, MCPL shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

Section 4: Use. MCPL shall be responsible for lighting the fibers. The City shall be responsible for patching over to MCPL’s ISP(s) within the Telecom Hotel.

Section 5. Connection: MCPL shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by MCPL. Upon completion of its connection to the BDU, MCPL shall provide the City with “as built” drawings in both print and digital form of MCPL’s connections and laterals. MCPL shall be responsible for any repairs to the connections and laterals which must be performed during the term of this Agreement. MCPL shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

Section 6. Responsibility for Maintenance and Repairs. The City shall be responsible for maintenance and repair of the BDU core network. MCPL shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. MCPL shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

Section 7. Restoration and Line Location Services. The City shall retain an Emergency Restoration Agreement (“ERA”) on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. MCPL shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

Section 8. Call Out Requirements. MCPL will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

Section 9. Right to Co-locate. MCPL agrees to permit the City to install BDU conduit within any new MCPL lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

Section 10. Substitution of Fibers. In the event that in the future MCPL obtains the City’s permission to use fiber in a different conduit or a conduit as a whole, the City may request that MCPL discontinue use of the fibers referenced herein and those fibers shall be returned to the City’s management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

Section 11. Rights Reserved. The City reserves the right to terminate its obligations under this Agreement without notice or liability to MCPL in the event that the Telecom Hotel shall cease service or change owners, or in the event of any damage, destruction or condemnation of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon thirty (30) days written notice to MCPL.

Section 12. Waiver of Claims. The City and its agents shall have no liability to MCPL for any damage to the property of MCPL located in or about the BDU core network. MCPL hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

Section 13. Waiver of Warranties. The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 14. Assignment of Rights. The rights granted to MCPL shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 15. Indemnification. MCPL shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to MCPL's execution and undertaking of this Agreement. MCPL shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

Section 16. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and MCPL.

Section 17. 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 Circuit Court, Monroe County, Indiana.

Section 18. Costs and Expense of Enforcement. If MCPL shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

Section 19. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 20. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY
Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

MCPL
Monroe County Public Library
303 E. Kirkwood Ave.
Bloomington, IN 47408
Attn: Director

Section 20. Severability. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

City of Bloomington
Board of Public Works
By:

Monroe County Public Library
Board of Trustees
By:

Kyla Cox Deckard, President
Board of Trustees

Christine Harrison, Board President

Date

Date

John Hamilton, Mayor

Grier Carson, MCPL Director

Date

Date



Victoria Jones <victoria.jones@bloomington.in.gov>

2024 BDU MCPL

Jeffrey Underwood <underwoj@bloomington.in.gov>

Thu, Nov 9, 2023 at 7:00 PM

To: Colleen Newbill <colleen.newbill@bloomington.in.gov>

Cc: Jeff McMillian <mcmillij@bloomington.in.gov>, Julie Martindale <martindj@bloomington.in.gov>, Beth Cate <beth.cate@bloomington.in.gov>, Victoria Jones <victoria.jones@bloomington.in.gov>

Approved

Sent from my iPhone

On Nov 9, 2023, at 2:48 PM, Colleen Newbill <colleen.newbill@bloomington.in.gov> wrote:

[Quoted text hidden]

<20231109 2024 MCPL BDU Contract Memo.docx>

<20231109 2024 MCPL BDU Agreement.docx>

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND MONROE COUNTY
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington (“City”), through its Information and Technology Services Department (“ITS”), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground (“BDU”); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, Monroe County, Indiana (“County”) is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of six strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to County upon certain terms and conditions;

NOW, THEREFORE, the City and County agree as follows:

Section 1: Term. This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2025.

Section 2: Permission. This Agreement grants County permission to use six (6) strands of dark fiber optic cable located in the City’s BDU network.

Section 3: Payment. County shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, County shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

Section 4: Use. County shall be responsible for lighting the fibers. The City shall be responsible for patching over to County’s ISP(s) within the Telecom Hotel.

Section 5. Connection: County shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by County. Upon completion of its connection to the BDU, County shall provide the City with “as built” drawings in both print and digital form of County’s connections and laterals. County shall be responsible for any repairs to the connections and laterals which must be performed during the term of this Agreement. County shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

Section 6. Responsibility for Maintenance and Repairs. The City shall be responsible for maintenance and repair of the BDU core network. County shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. County shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

Section 7. Restoration and Line Location Services. The City shall retain an Emergency Restoration Agreement (“ERA”) on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. County shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

Section 8. Call Out Requirements. County will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

Section 9. Right to Co-locate. County agrees to permit the City to install BDU conduit within any new County lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

Section 10. Substitution of Fibers. In the event that in the future County obtains the City’s permission to use fiber in a different conduit or a conduit as a whole, the City may request that County discontinue use of the fibers referenced herein and those fibers shall be returned to the City’s management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

Section 11. Rights Reserved. The City shall not be liable for any interruption of services in the event of damage, destruction, condemnation or closure of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon 120 days written notice to County.

Section 12. Waiver of Claims. The City and its agents shall have no liability to County for any damage to the property of County located in or about the BDU core network. County hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

Section 13. Waiver of Warranties. The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 14. Assignment of Rights. The rights granted to County shall not be assigned in whole or in part without the City’s prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 15. Indemnification. County shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to County's execution and undertaking of this Agreement. County shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

Section 16. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and County.

Section 17. 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 Circuit Court, Monroe County, Indiana.

Section 18. Costs and Expense of Enforcement. If County shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

Section 19. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 12. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY
Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

County
Monroe County Government
Technical Services
Monroe County Courthouse Room 112
Bloomington, IN 47404
Attn: Director

Section 20. Severability. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

City of Bloomington
Board of Public Works
By:

Monroe County, Indiana
Board of Commissioners
By:

Kyla Cox Deckard, President

Penny Githens, President
Board of Commissioners

Date

Date

John Hamilton, Mayor
Board of Commissioners

Julie Thomas, Vice President

Date

Date

Lee Jones, Commissioner

Date



Victoria Jones <victoria.jones@bloomington.in.gov>

2024 BDU Monroe County Government

Jeffrey Underwood <underwoj@bloomington.in.gov>

Thu, Nov 9, 2023 at 7:00 PM

To: Colleen Newbill <colleen.newbill@bloomington.in.gov>

Cc: Jeff McMillian <mcmillij@bloomington.in.gov>, Julie Martindale <martindj@bloomington.in.gov>, Beth Cate <beth.cate@bloomington.in.gov>, Victoria Jones <victoria.jones@bloomington.in.gov>

Approved
Sent from my iPhone

On Nov 9, 2023, at 2:56 PM, Colleen Newbill <colleen.newbill@bloomington.in.gov> wrote:

[Quoted text hidden]

<20231109 2024 Monroe County BDU Contract Memo.docx>

<20231109 2024 Monroe County BDU Agreement.docx>



Board of Public Works Staff Report

Project/Event: 2024 Koorsen Fire Protection Monitoring
Petitioner/Representative: Public Works
Staff Representative: JD Boruff
Date: 12.05.2023

Report:

We are requesting a service agreement with Koorsen Fire and Security to perform Fire Alarm Monitoring, Inspection, and Repair Services for the following locations: City Hall (Showers Building), City Parking Garages (4th, Morton, Walnut, Trades), Fleet Services, Bloomington Animal Shelter, Bloomington Street Department, Bloomington Police Firing Range, City of Bloomington Police Department, City of Bloomington Sanitation, Bloomington Fire Department #2, and the Monroe County Dispatch Center and any other Public Works Facilities, as needed.

This contract is for fire alarm monitoring and inspection services.

Total cost = \$30,000

City of Bloomington Contract and Purchase Justification Form

Vendor: Koorsen Fire and Security

Contract Amount: \$30,000

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current vendor for all fire inspection systems		
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

Current vendor for all fire inspection systems

JD Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
KOORSEN FIRE AND SECURITY**

This Agreement, entered into on this 05th day of December, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and Koorsen Fire and Security (“Contractor”).

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: Fire Alarm Monitoring, Inspection, and Repair Services for the following locations: City Hall (Showers Building), City Parking Garages (4th, Morton, Walnut, Trades), Fleet Services, Bloomington Animal Shelter, Bloomington Street Department, Bloomington Police Firing Range, City of Bloomington Police Department, City of Bloomington Sanitation, Bloomington Fire Department #2, Monroe County Dispatch Center, and any other Public Works Facilities, as needed (“Services”), with a set price of Thirty Thousand Dollars (\$30,000). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J.D. Boruff, Facilities Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all 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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department 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 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 Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

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 Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

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) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. 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 Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this 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 under this Agreement. 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 Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. 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 parties.

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 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 all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over 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 Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify 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 A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Koorsen Fire and Security, 1131 Air Drive, Bloomington, IN 47403

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

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department 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. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

Article 26. Living Wage Ordinance Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

CITY OF BLOOMINGTON

Koorsen Fire and Security

Beth Cate, Corporation Counsel

John York

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

Koorsen Fire and Security

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____

EXHIBIT C

AFFIDAVIT THE LIVING WAGE ORDINANCE

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 their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."

4. The projected employment needs under the award include the following: *Click here to enter text.*

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: *Click here to enter text.*

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____
_____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

**Project/Event: Service Agreement with Strauser Construction Co., Inc. for
Maintenance and Repair Services**

Petitioner/Representative: Public Works Facilities Division

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: December 05, 2023

This service agreement is for carpentry, drywall, painting, fencing, and masonry repairs and replacement at various facilities maintained by Public Works Facilities Division.

Staff recommends awarding the contract to Strauser Construction Co., Inc. not to exceed \$25,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff". The signature is written in a cursive, flowing style.

J. D. Boruff
Operations and Facilities Director
Public Works Department

City of Bloomington Contract and Purchase Justification Form

Vendor: Strauser Construction Co., Inc.

Contract Amount: \$25,000.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 1	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This is a service agreement. Contractor submitted rates of service and those are stated in the agreement.		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

Strauser Construction is a reliable contractor we have had work on several projects.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
STRAUSER CONSTUCTION CO., INC.**

This Agreement, entered into on this 05th day of December, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and Strauser Construction Co., Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: carpentry, drywall, painting, wood and chain link fencing, and masonry. These services will be performed at City facilities (“Services”) for a set price. These rates for a Carpenter shall be Eighty Three Dollars and Fifty Cents (\$83.50) per hour Monday through Friday, 7:00 am to 5:00 pm, Ninety Nine Dollars and Fifty Cents (\$99.75) per hour Monday through Friday 5:00 pm to 7:00 am and on Saturday, and One Hundred Twenty Dollars and Seventy Five Cents (\$120.75) an hour on Sunday. A Laborer shall be billed at the rate of Sixty Four Dollars and Seventy Five Cents (\$64.75) per hour Monday through Friday, 7:00 am to 5:00 pm, Seventy Seven Dollars and Twenty Five Cents (\$77.25) per hour Monday through Friday 5:00 pm to 7:00 am and Saturday, and Ninety One Dollars and Twenty Five Cents (\$91.25) an hour on Sunday. Equipment shall be billed at cost plus fifteen percent (15%). Material shall be billed at cost plus fifteen percent (15%). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31st, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all 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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department 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 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 Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

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 Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

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) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. 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 Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this 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 under this Agreement. 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 Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

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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 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 all regards, including, but not limited to, 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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over 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 Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify 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 A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Bounds Flooring, Inc., 5005 North State Road 37 Business., Attn: Matt McIntosh, Bloomington Indiana 47404.

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

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department 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. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

Article 26. Living Wage Ordinance Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

CITY OF BLOOMINGTON

Strauser Construction Co., Inc.

Beth Cate, Corporation Counsel

Teresa K. Strauser, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Strauser Construction

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT C

AFFIDAVIT THE LIVING WAGE ORDINANCE

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 their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”

4. The projected employment needs under the award include the following: *Click here to enter text.*

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: *Click here to enter text.*

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____
_____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

Project/Event: 2024 Service Contract with Tabor/Bruce Architecture & Design, Inc. for Design and Inspection Services

Petitioner/Representative: Public Works Facilities Division

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: December 05, 2024

This is a service agreement with Tabor/Bruce Architecture & Design, Inc. for Architectural and design services. The contract will also include building inspections and reports, such as due diligence inspections prior to building purchases.

Staff recommends awarding the service agreement to Tabor/Bruce Architecture & Design, Inc. not to exceed \$40,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

J. D. Boruff
Operations and Facilities Director
Public Works Department

City of Bloomington Contract and Purchase Justification Form

Vendor: Tabor/Bruce Architecture &

Contract Amount: Not to exceed \$40,000.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 1	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This is a service agreement not to exceed \$40,000.00. Contractor submitted rates of service and Public Works has agreed to enter into a service agreement with the contractor.		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

Tabor/Bruce Architecture & Design, Inc. has been our primary architectural consultant for several years. This agreement will allow them to consult on an as needed basis. Under this agreement they will also perform facility inspection and reporting services.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
TABOR/BRUCE ARCHITECTURE & DESIGN, INC.**

This Agreement, entered into on this 05th day of December, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and Tabor/Bruce Architecture & Design, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform architectural design and drafting services, as well as facility inspections and subsequent reporting, at all facilities maintained by the Department. Contractor shall also act as a consultant for the Department to obtain various permits and approvals necessary for the construction or renovation of Department owned properties. These services will be performed at City facilities (“Services”) for a set price. These rates shall be One Hundred Fifty Eight Dollars (\$158.00) per hour for a Principal Architect, Eighty Five Dollars (\$85.00) per hour for staff Project Managers, and Fifty Eight Dollars (\$58.00) per hour for drafting services. Contractor shall also be reimbursed by the Department for reasonable travel expenses that they might incur.

Outside services and expenses incurred by the contractor shall be billed at contractor cost plus 15%. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Friday, December 31st, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Forty Thousand Dollars (\$40,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all 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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department 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 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 Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

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 Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

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) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. 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 Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this 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 under this Agreement. 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 Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. 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 parties.

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 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 all regards, including, but not limited to, 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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over 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 Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify 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 A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Tabor/Bruce Architecture & Design, Inc., Attn: Doug Bruce, 1101 South Walnut Street, Bloomington Indiana 47401.

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

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department 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. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

Article 26. Living Wage Ordinance Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

Tabor/Bruce Architecture & Design, Inc.

Doug Bruce, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Tabor/Bruce Architecture & Design

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Commission Number



Board of Public Works Staff Report

Project/Event: 2024 Service Agreement with Thrasher Landscape, Inc., for Landscape and Hardscape Maintenance

Petitioner/Representative: Public Works Facilities Division

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: December 05, 2023

This service agreement is for landscape and hardscape maintenance at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Thrasher Landscape, Inc., with compensation not to exceed \$10,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff". The signature is written in a cursive, flowing style.

J. D. Boruff
Operations and Facilities Director
Public Works Department

City of Bloomington Contract and Purchase Justification Form

Vendor: Thrasher Landscape, Inc.

Contract Amount: \$10,000.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 0	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This is a service agreement we are going to renew every year.		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

This is a service agreement we are going to renew every year.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
THRASHER LANDSCAPE, INC.**

This Agreement, entered into on this 05nd day of December, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and Thrasher Landscape, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Landscaping and Hardscape maintenance. These services will be performed at City facilities (“Services”) for a set price of Seventy-Five Dollars (\$75.00) per hour, regardless of day or time. Any excavating equipment used will be billed at the rate of Fifty Dollars (\$50.00) per hour. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Ten Thousand Dollars (\$10,000.00). **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all 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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department 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 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 Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

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 Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

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) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. 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 Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this 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 under this Agreement. 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 Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. 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 parties.

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 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 all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over 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 Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify 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 A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Thrasher Landscape, Inc., 2670 West Popcorn Road, Springville, Indiana 47462.

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

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department 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. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

Article 26. Living Wage Ordinance Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

CITY OF BLOOMINGTON

THRASHER LANDSCAPING, INC.

Beth Cate, Corporation Counsel

Bobby Thrasher, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

Thrasher Landscape, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

My Commission No: _____

EXHIBIT C

AFFIDAVIT THE LIVING WAGE ORDINANCE

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 their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”

4. The projected employment needs under the award include the following: *Click here to enter text.*

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: *Click here to enter text.*

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of _____
_____, 2023.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

Project/Event: 2024 Service Contract with Trinkle Snowplowing, LLC for Snow Removal and Ice Melt Application

Petitioner/Representative: Public Works Facilities Division

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: December 05, 2023

This is a service agreement for the removal of ice and snow at Public Works Facilities. Trinkle Snowplowing, LLC has been our contractor for these services since 2019.

Compensation not to exceed \$50,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff". The signature is written in a cursive, slightly stylized font.

J. D. Boruff
Operations and Facilities Director
Public Works Department

City of Bloomington Contract and Purchase Justification Form

Vendor: Trinkle Snowplowing, LLC

Contract Amount: \$50,000

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

# of Submittals: 0	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	We renew a service agreement with Trinkle every year.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

We renew a service agreement with Trinkle every year.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
TRINKLE SNOWPLOWING, LLC**

This Agreement, entered into on this 5th day of December, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and Trinkle Snowplowing, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Snow removal and application of ice melting chemicals. These services will be performed at City facilities (“Services”) for a set price of One Hundred Twenty Dollars (\$120.00) per hour. Ice melting chemicals shall be charged at the rate of Thirteen Dollars (\$13.00) per Fifty (50) pounds of chemical applied. This rate shall include any trip charges and/or fuel charges. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifty Thousand Dollars (\$50,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all 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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department 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 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 Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

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 Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

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) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and

Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate. 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 Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this 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 under this Agreement. 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 Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. 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 parties.

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 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 all regards, including, but not limited to, 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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over 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 Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify 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 A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Trinkle Snowplowing, LLC, 455 South Cataract Road, Spencer Indiana 47460.
Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department 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. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

Article 26. Living Wage Ordinance Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

CITY OF BLOOMINGTON

John Hamilton, Mayor

Trinkle Snowplowing, LLC

Richard Trinkle, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Trinkle Snowplowing, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Commission #: _____



Board of Public Works Staff Report

Project/Event: 2024 Service Agreement with Umphress Masonry, Inc. for
Masonry Maintenance and Repair Services

Petitioner/Representative: Public Works Facilities Division

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: December 05, 2023

This service agreement is for repair and maintenance of masonry at all City facilities maintained by the Public Works Facilities Division.

Compensation not to exceed \$35,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

J. D. Boruff
Operations and Facilities Director
Public Works Department

City of Bloomington Contract and Purchase Justification Form

Vendor: Umphress Masonry, Inc.

Contract Amount: \$35,000

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 0	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	We renew a service agreement with Umphress every year.		
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

We renew a service agreement with Umphress every year.

 JD Boruff

 Facilities Director

 Department of Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
UMPHRESS MASONRY, INC.**

This Agreement, entered into on this 5th day of December, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and Umphress Masonry, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform masonry repair and maintenance services. The Contractor shall furnish all necessary labor and material, on an "on-call" basis, to maintain masonry at various City of Bloomington facilities maintained by the Department of Public Works, Facilities Division. These services will be performed at City facilities for a set price of Sixty Dollars (\$60.00) per hour per person Monday-Friday 7:00 am-4:00 pm. Any work performed outside of these hours, excluding Sundays and Holidays, will be performed at the rate of Eighty-Two Dollars and Fifty Cents (\$82.50) per hour per person. Work done at any time on Sundays or Holidays will performed at the rate of One Hundred Ten Dollars (\$110.00) per hour per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department.

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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department 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 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 Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

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 Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

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) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. 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 Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this 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 under this Agreement. 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 Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. 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 parties.

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 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 all regards, including, but not limited to, 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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over 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 Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify 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 A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Umphress Masonry, Inc., 8377 West Hinds Road, Bloomington, Indiana 47403.

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

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department 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. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

Article 26. Living Wage Ordinance Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

CITY OF BLOOMINGTON

John Hamilton, Mayor

Umphress Masonry, Inc.

Dave Umphress, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works



Board of Public Works Staff Report

**Project/Event: 2024 Service Contract with VET Environmental Engineering
for Mold Remediation Services at Public Works Facilities**

Petitioner/Representative: Public Works Facilities Division

Staff Representative: J. D. Boruff, Operations and Facilities Director

Meeting Date: December 05, 2023

This is a service agreement with VET Environmental Engineering, LLC., for mold remediation services.

Staff recommends approving the service agreement with VET Environmental Engineering, LLC., not to exceed \$50,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

J. D. Boruff
Operations and Facilities Director
Public Works Department

City of Bloomington Contract and Purchase Justification Form

Vendor: VET Environmental Engineering,

Contract Amount: \$50,000.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

# of Submittals: 0	Yes	No
Met city requirements?	<input type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input type="checkbox"/>	<input type="checkbox"/>
Was an evaluation team used?	<input type="checkbox"/>	<input type="checkbox"/>
Was scoring grid used?	<input type="checkbox"/>	<input type="checkbox"/>
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>

Was the lowest cost selected? (If no, please state below why it was not.)	Yes	No
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

VET Environmental Engineering is a contractor we have a service agreement with. This was not a procurement method.

3. State why this vendor was selected to receive the award and contract:

This is to renew our 2023 service agreement with VET Environmental Engineering.

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
VET ENVIRONMENTAL ENGINEERING, LLC**

This Agreement, entered into on this 05th day of December, 2023, by and between the City of Bloomington Department of Public Works (the “Department”), and VET Environmental Engineering, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform mold inspection and remediation, as well as facility inspections and subsequent reporting, at all facilities maintained by the Department. Contractor shall also act as a consultant for the Department to obtain various permits and approvals necessary for the construction or renovation of Department owned properties. These services will be performed at City facilities (“Services”) for a set price. These rates shall be One Hundred Thirty Five Dollars (\$135.00) per hour for a Principal Engineer, Ninety Seven Dollars (\$97.00) per hour for Senior Project Managers, and Fifty Five Dollars (\$55.00) per hour for Clerical drafting services. Contractor shall also be reimbursed by the Department for reasonable travel expenses that they might incur.

Outside services and expenses incurred by the contractor shall be billed at contractor cost plus 15%. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Friday, December 31st, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifty Thousand Dollars (\$50,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all 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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department 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 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 Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

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 Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

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) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. 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 Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this 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 under this Agreement. 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 Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. 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 parties.

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 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 all regards, including, but not limited to, 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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over 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 Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify 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 A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: VET Environment Engineering, LLC., Attn: Sara Hamidovic, 2335 West Fountain Drive, Bloomington Indiana 47404.

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

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department 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. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

Article 26. Living Wage Ordinance Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

VET ENVIRONMENTAL ENGINEERING, LLC

Sara Hamidovic, President/CEO

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works



Board of Public Works Staff Report

Project/Event: Renewal #1 for Asphalt Materials Contract for Primary Provider to E&B Paving, LLC and Secondary Provider to Milestone Contractor

Petitioner/Representative: Street Department

Staff Representative: Joe Van Deventer

Date: December 4 or 18, 2023

Report:

Per the 2023 contract agreement with E&B Paving, Inc. and secondary provider Milestone Contractors, LP. Both providers have agreed to extend our contract on same terms and conditions for 2024. The bid results are as follows:

E&B Paving, LLC (Primary Provider) and Milestone Contractors (Secondary Provider)

E&B Paving, Inc.

+/- 20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 59.50
+/- 200 Tons	Binder (Intermediate #8 or #9)	\$ 58.50
+/- 200 Tons	Base (#5)	\$ 55.50
+/- 200 Tons	Cold Mix	\$ 125.00
+/- 8,000 Tons	Recycled Asphalt Product (RAP)	\$ 6.00 (Credit)
+/- 2,500 Gallons	Tack Oil	\$ 5.00

Milestone Contractors, LP

+/- 20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 61.95
+/- 200 Tons	Binder (Intermediate #8 or #9)	\$ 61.95
+/- 200 Tons	Base (#5)	\$ 55.50
+/- 200 Tons	Cold Mix	\$ 120.00
+/- 8,000 Tons	Recycled Asphalt Product (RAP)	\$ 7.00 (Credit)
+/- 2,500 Gallons	Tack Oil	\$ 4.00

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?			
Met item or need requirements?			
Was an evaluation team used?			
Was scoring grid used?			
Were vendor presentations requested?			

3. State why this vendor was selected to receive the award and contract:

Print/Type Name

Print/Type Title

Department



Board of Public Works Staff Report

Project/Event: Award bid for Asphalt Materials Contract for Primary Provider to E&B Paving, LLC and Secondary Provider to Milestone Contractor

Petitioner/Representative: Street Department

Staff Representative: Joe Van Deventer

Date: February 14, 2023

Report:

The asphalt material bids were opened at the Board of Public Works on 2/13/2023. Two bids were submitted from E&B Paving, Inc. and Milestone Contractors. The bid results are as follows:

E&B Paving, LLC (Primary Provider) and Milestone Contractors (Secondary Provider)

E&B Paving, Inc.

+/- 20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 59.50
+/- 200 Tons	Binder (Intermediate #8 or #9)	\$ 58.50
+/- 200 Tons	Base (#5)	\$ 55.50
+/- 200 Tons	Cold Mix	\$ 125.00
+/- 8,000 Tons	Recycled Asphalt Product (RAP)	\$ 6.00 (Credit)
+/- 2,500 Gallons	Tack Oil	\$ 5.00

Milestone Contractors, LP

+/- 20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 61.95
+/- 200 Tons	Binder (Intermediate #8 or #9)	\$ 61.95
+/- 200 Tons	Base (#5)	\$ 55.50
+/- 200 Tons	Cold Mix	\$ 120.00
+/- 8,000 Tons	Recycled Asphalt Product (RAP)	\$ 7.00 (Credit)
+/- 2,500 Gallons	Tack Oil	\$ 4.00

City of Bloomington Contract and Purchase Justification Form

Vendor: E&B Paving, LLC (Primary)

Contract Amount: \$ 600,000

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No	
# of Submittals: 2			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Asphalt bid documents were awarded at BPW on 2/14/2023.
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

3. State why this vendor was selected to receive the award and contract:

The asphalt material bids were opened at the Board of Public Works session on 2/13/23. Two bids were submitted from E&P Paving, LLC and Milestone Contractors. E&B Paving will be primary provider with lowest bid. Milestone Contractors will be secondary provider.

 Joe VanDeventer

Print/Type Name

 Director of Operations

Print/Type Title

 PW/Street Division

Department



Danna Workman <workmand@bloomington.in.gov>

Fwd: FOB Asphalt for 2024

1 message

Joe VanDeventer <vandevej@bloomington.in.gov>
To: Danna Workman <workmand@bloomington.in.gov>

Tue, Nov 21, 2023 at 10:20 AM

----- Forwarded message -----

From: **Garrett Gough** <garrett.gough@ebpaving.com>
Date: Wed, Oct 25, 2023 at 3:49 PM
Subject: FOB Asphalt for 2024
To: Joe Vandeventer <vandevej@bloomington.in.gov>
Cc: Todd Hoops <todd.hoops@ebpaving.com>

Joe,

We have done an evaluation and we would be willing to Renew your FOB asphalt contract for the 2024 Construction Season at the pricing we submitted for this year. Is this something the City is interested in doing and if so what do we need to do to make this happen?

Garrett Gough
E&B Paving
Division Manager, Bloomington
Phone: (812)334-7940
Mobile: (812)592-0173



E&B PAVING



Danna Workman <workmand@bloomington.in.gov>

Fwd: 2024 FOB City of Bloomington

1 message

Joe VanDeventer <vandevej@bloomington.in.gov>
To: Danna Workman <workmand@bloomington.in.gov>

Tue, Nov 21, 2023 at 10:20 AM

----- Forwarded message -----

From: **Rood, Robert** <Robert.Rood@milestonelp.com>
Date: Thu, Nov 16, 2023 at 10:40 AM
Subject: 2024 FOB City of Bloomington
To: vandevej@bloomington.in.gov <vandevej@bloomington.in.gov>

Joe,

Milestone will accept being secondary supplier for 2024.

Thanks,

Robert Rood

Sr. Asphalt Operations Manager Bloomington & Terre Haute

[4755 W. Arlington Road](#)

Bloomington, IN 47404

Office: +1-812-355-2683

Mobile: +1 (812) 699-2170



CITY OF BLOOMINGTON BID FORM

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	MIXED WINTER STOCKPILE COLD MIX (B.C.A.)	+/- 200	TONS	BITUMINOUS MATERIAL COLD MIX*	\$ 125.00	\$ 25,000.00
2.	HOT ASPHALTIC SURFACE MIX #9 OR #11	+/- 20,000	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 59.50	\$ 1,190,000.00
3.	HOT ASPHALTIC INTERMEDIATE MIX #8 OR #9	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 58.50	\$ 11,700.00
4.	HOT ASPHALTIC BASE MIX #5	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 55.50	\$ 11,100.00
5.	TACK OIL	+/- 2,500	GALS	TACK OIL	\$ 5.00	\$ 12,500.00

*Per INDOT Specifications Section 400 ASPHALT PAVEMENTS detailed specifications. Other sections may be applicable for conformance to complete specifications. It is the responsibility of the supplier to ensure they familiarize and understand all requirements for material bidding, and disqualification may occur at the discretion of the Board of Public Works should a supplier or their material does not meet the requirements

BITUMINOUS MATERIALS RECYCLED ASPHALT PRODUCT (RAP)

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	CREDIT UNIT PRICE	TOTAL CREDIT AMOUNT
1.	RECYCLED ASPHALT PRODUCT (RAP)	+/- 8,000	TONS	BITUMINOUS MATERIAL MILLINGS AND/OR ASPHALT CHIPS	\$-6.00	\$-48,000.00

FOB Location of plant: 1110 N. Oard Road, Bloomington, IN 47404

CITY OF BLOOMINGTON BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

BITUMINOUS MATERIALS, TACK OIL, RECYCLED ASPHALT

(PLEASE TYPE OR PRINT MATERIAL NAME)

February 13, 2023

(DATE)

1. Governmental Unit: City of Bloomington Board of Public Works

2. County: Monroe

3. Bidder (Firm): E&B Paving, LLC

Address: 2520 W. Industrial Park Drive

City/State/Zip Code: Bloomington, IN 47404

4. Telephone Number: 812-334-7940

5. Agent of Bidder (if applicable): Todd Hoops, Area Manager

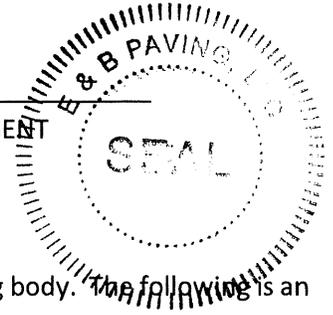
Pursuant to notices given, the undersigned offers bid(s) City of Bloomington Board of Public Works. In Accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The Contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he/she has not offered nor received a less price than that price stated in his/her bid for the materials included in said bid. Bidder further agrees that he/she will not withdraw his/her bid from the office in which it is filed. A certified check or bond will be

filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as case may be.



SIGNATURE OF BIDDER OR AGENT



BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of this bid format:

CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
---------------	----------	------	-------------	------------	--------

NON-COLLUSION AFFIDAVIT

STATE OF Indiana)

SS:

COUNTY OF Monroe)

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership representative represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

E&B Paving, LLC

BIDDER (FIRM)



Todd Hoops
SIGNATURE OF BIDDER OR AGENT

Todd Hoops, Area Manager

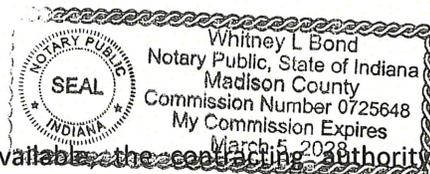
Subscribed and sworn to me this 13 day of February 20 23

My Commission Expires: March 5, 2028

Whitney L. Bond
Notary Public

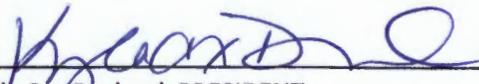
County of Residence: Madison

ACCEPTANCE



There now being sufficient unobligated appropriated funds available, the contracting authority of City of Bloomington Board of Public Works hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery of the price quoted for the materials stipulated in said bid.

BOARD OF PUBLIC WORKS MEMBERS:



Kyla Cox Deckard, PRESIDENT



Elizabeth Karon, VICE PRESIDENT



Jennifer Lloyd, SECRETARY

ADDITIONAL CONTRACT CLAUSE ATTACHMENT

The following clause is added and incorporated as an additional contract term.

Liquidated Damages. The city and bidder recognize that time is of the essence in bidder’s providing Bituminous Materials for pick up by city vehicles at bidder’s site(s). The city will suffer financial loss if the bituminous materials are not available at the time needed by the city. The city and bidder also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the materials are not available when needed by the city. Accordingly, instead of requiring any such proof, the city and bidder agree that as liquidated damages for delay (but not as a penalty), bidder shall pay the city the following amount each time that bituminous materials are not available for pick up by city vehicles at bidder’s site. If bidder shall neglect, refuse, or fail to provide the bituminous materials when needed by the city, bidder shall pay city the following amount for each instance in which bidder neglects, refuses or fails to provide bituminous materials to the city.

<u>Item</u>	<u>Liquidated Damages</u>
Neglect, Refusal or Failure to Provide Bituminous Materials for Pick Up by City Vehicle(s) at Bidder’s Site(s)	Any and all costs, above the Bidder’s contract rate, for the City to purchase bituminous materials from another source

The city shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to bidder, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.

Acceptance. Signed 

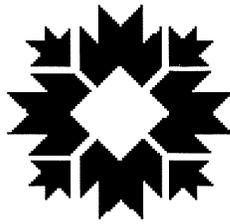
Printed Name Todd Hoops

Title Area Manager

Company E&B Paving, LLC

Date February 13, 2023





**City of Bloomington
Human Rights Commission**

TO: Street
DATE: January 31, 2023
RE BIDS FOR: Bituminous Materials
DEADLINE: February 10, 2023

Dear Board Members:

I have reviewed the affirmative action plan for E&B Paving, which is on file with the City Legal Department. I find the plan acceptable under the City of Bloomington Human Rights Ordinance and under the Contract Compliance Regulations. I will retain a copy of the plan in my files.

Sincerely,

Audrey Brittingham
Assistant City Attorney

Cc: File
Bidder



Board of Public Works Staff Report

Project/Event: Award bid for Asphalt Materials Contract for Primary Provider to E&B Paving, LLC and Secondary Provider to Milestone Contractor

Petitioner/Representative: Street Department

Staff Representative: Joe Van Deventer

Date: February 14, 2023

Report:

The asphalt material bids were opened at the Board of Public Works on 2/13/2023. Two bids were submitted from E&B Paving, Inc. and Milestone Contractors. The bid results are as follows:

E&B Paving, LLC (Primary Provider) and Milestone Contractors (Secondary Provider)

E&B Paving, Inc.

+/- 20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 59.50
+/- 200 Tons	Binder (Intermediate #8 or #9)	\$ 58.50
+/- 200 Tons	Base (#5)	\$ 55.50
+/- 200 Tons	Cold Mix	\$ 125.00
+/- 8,000 Tons	Recycled Asphalt Product (RAP)	\$ 6.00 (Credit)
+/- 2,500 Gallons	Tack Oil	\$ 5.00

Milestone Contractors, LP

+/- 20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 61.95
+/- 200 Tons	Binder (Intermediate #8 or #9)	\$ 61.95
+/- 200 Tons	Base (#5)	\$ 55.50
+/- 200 Tons	Cold Mix	\$ 120.00
+/- 8,000 Tons	Recycled Asphalt Product (RAP)	\$ 7.00 (Credit)
+/- 2,500 Gallons	Tack Oil	\$ 4.00

Exhibit A

CITY OF BLOOMINGTON BID FORM

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	MIXED WINTER STOCKPILE COLD MIX (B.C.A.)	+/- 200	TONS	BITUMINOUS MATERIAL COLD MIX*	\$120.00	\$ 24,000.00
2.	HOT ASPHALTIC SURFACE MIX #9 OR #11	+/- 20,000	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 61.95	\$ 1,239,000.00
3.	HOT ASPHALTIC INTERMEDIATE MIX #8 OR #9	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 61.95	\$ 12,390.00
4.	HOT ASPHALTIC BASE MIX #5	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 55.50	\$ 11,100.00
5.	TACK OIL	+/- 2,500	GALS	TACK OIL	\$ 4.00	\$ 10,000.00

*Per INDOT Specifications Section 400 ASPHALT PAVEMENTS detailed specifications. Other sections may be applicable for conformance to complete specifications. It is the responsibility of the supplier to ensure they familiarize and understand all requirements for material bidding, and disqualification may occur at the discretion of the Board of Public Works should a supplier or their material does not meet the requirements

BITUMINOUS MATERIALS RECYCLED ASPHALT PRODUCT (RAP)

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	CREDIT UNIT PRICE	TOTAL CREDIT AMOUNT
1.	RECYCLED ASPHALT PRODUCT (RAP)	+/- 8,000	TONS	BITUMINOUS MATERIAL MILLINGS AND/OR ASPHALT CHIPS	\$ 7.00	\$ 56,000.00

CITY OF BLOOMINGTON BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

BITUMINOUS MATERIALS, TACK OIL, RECYCLED ASPHALT

(PLEASE TYPE OR PRINT MATERIAL NAME)

02/13/2023

(DATE)

1. Governmental Unit: City of Bloomington Board of Public Works

2. County: Monroe

3. Bidder (Firm):

Milestone Contractors L.P.

Address: 4755 W Arlington Road

City/State/Zip Code:

Bloomington, IN 47404

4. Telephone Number:

812-322-2037

5. Agent of Bidder (if applicable):

Aaron J. Chandler -Dir. of Estimating

Pursuant to notices given, the undersigned offers bid(s) City of Bloomington Board of Public Works. In Accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The Contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he/she has not offered nor received a less price than that price stated in his/her bid for the materials included in said bid. Bidder further agrees that he/she will not withdraw his/her bid from the office in which it is filed. A certified check or bond will be

filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as case may be.



SIGNATURE OF BIDDER OR AGENT

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of this bid format:

CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
---------------	----------	------	-------------	------------	--------

See Enclosed Exhibit A

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)

SS:

COUNTY OF MONROE)

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership representative represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

MILESTONE CONTRACTORS, LP

BIDDER (FIRM)

[Signature]
SIGNATURE OF BIDDER OR AGENT

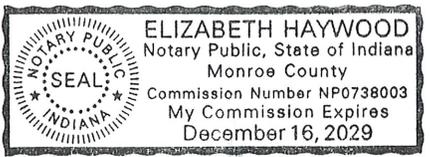
Subscribed and sworn to me this 13 day of FEBRUARY 2023

My Commission Expires: 12/16/29

Elizabeth Haywood
Notary Public

County of Residence: MONROE

ACCEPTANCE

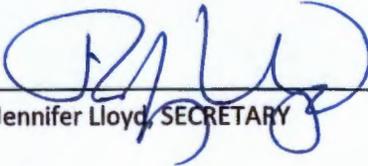


There now being sufficient unobligated appropriated funds available, the contracting authority of City of Bloomington Board of Public Works hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery of the price quoted for the materials stipulated in said bid.

BOARD OF PUBLIC WORKS MEMBERS:


Kyla Cox Deckard, PRESIDENT


Elizabeth Karon, VICE PRESIDENT


Jennifer Lloyd, SECRETARY

ADDITIONAL CONTRACT CLAUSE ATTACHMENT

The following clause is added and incorporated as an additional contract term.

Liquidated Damages. The city and bidder recognize that time is of the essence in bidder’s providing Bituminous Materials for pick up by city vehicles at bidder’s site(s). The city will suffer financial loss if the bituminous materials are not available at the time needed by the city. The city and bidder also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the materials are not available when needed by the city. Accordingly, instead of requiring any such proof, the city and bidder agree that as liquidated damages for delay (but not as a penalty), bidder shall pay the city the following amount each time that bituminous materials are not available for pick up by city vehicles at bidder’s site. If bidder shall neglect, refuse, or fail to provide the bituminous materials when needed by the city, bidder shall pay city the following amount for each instance in which bidder neglects, refuses or fails to provide bituminous materials to the city.

<u>Item</u>	<u>Liquidated Damages</u>
Neglect, Refusal or Failure to Provide Bituminous Materials for Pick Up by City Vehicle(s) at Bidder’s Site(s)	Any and all costs, above the Bidder’s contract rate, for the City to purchase bituminous materials from another source

The city shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to bidder, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.

Acceptance. Signed 

Printed Name AARON CHANDLER

Title DIRECTOR OF ESTIMATING

Company MILESTONE CONTRACTORS, LP

Date FEBRUARY 13, 2023



Board of Public Works

Staff Report

Project/Event: New Asset Management Software System Implementation

Petitioner/Representative: Public Works Department

Staff Representative: Nate Nickel, Business & Data Manager

Meeting Date: December 5, 2023

Like many municipal government agencies across the nation, the City of Bloomington Public Works Department has an asset management software system that fills a very important role in daily operations. This type of software is used to catalog a wide range of physical assets, oversee inventory, show current and historic condition ratings, mark and display information or locations on Geographic Information System (GIS) maps, create work orders, chart project histories, track costs, prepare budgets, develop capital plans and a host of other features.

Lucity, which is the asset management software platform currently used by the Public Works Department, was first launched at the Street Division beginning around 2010, with the Facilities Maintenance Division then also adding it in 2018. The Fleet Division briefly used Lucity for several years, but has since reverted back to a separate software system that is better tailored specifically towards municipal fleet operations.

In 2020-2021 the City of Bloomington Utilities Department went through a process to incorporate a first ever asset management system into their operations. After a large search, Utilities selected a software platform called Cityworks. In 2022 the City of Bloomington Parks & Recreation Department also was looking to deploy a new asset management system and selected Cityworks as well. Both departments have cited its ease of use, high functionality for municipal operations, good work order management suite, a strong GIS map integration component and excellent product support as main reasons for their selection choice.

The Lucity software platform has now been in use for well over decade. Although a functional platform, the software itself is becoming dated and is proving to not be optimal in performance, especially so in regards to its difficulty in work order generation and synchronizing with the City's GIS mapping system. As these are some of the most critical applications for an asset management software, this is proving very problematic and diminishing its usefulness in Public Works operations. The provider of Lucity has now transitioned more towards municipal financial accounting and public safety record management software, which is limiting future Lucity software updates or releases of new versions.

As a result of these issues and the successful deployment at both the Utilities and Parks & Recreation Departments, the Public Works Department would like to sunset the Lucity platform and begin using the Cityworks asset management software system. The City of Bloomington Information Technology Services (ITS) Department also supports this move as it would create commonality in asset management software systems across City departments, allowing for more efficient administration, training and technical support. The ITS Department is also offering to fund a third party vendor to migrate historical data and records from Lucity into the new Cityworks platform.

Cityworks is currently provided under an enterprise level licensing system to the City of Bloomington, which means that there is essentially unlimited licensing available for both current and future departments to use the

software. The ITS Department is planning to fund the enterprise licensing costs in 2024 and beyond, which means outside of the initial project implementation costs, there would be no future annual costs for the Public Works Department to maintain Citywork software licenses.

Staff recommends the implementation of the Cityworks asset management software system and training of personnel for the Facilities Maintenance and Street Divisions at a cost of \$60,250.00.

Recommend **Approval** **Denial** **by: Nate Nickel**

Board of Public Works Staff Report

City of Bloomington Contract and Purchase Justification Form

Vendor: Azteca Systems, LLC
(Cityworks)

Contract Amount: \$60,250.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input checked="" type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met item or need requirements?	<input type="checkbox"/>	<input type="checkbox"/>	Adding the Public Works Department to an existing asset management software system and enterprise licensing arrangement that is currently in use at 2 other City departments, with full support of the City's Information & Technology Services Department.
Was an evaluation team used?	<input type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>	

3. State why this vendor was selected to receive the award and contract:

The City of Bloomington Utilities and Parks & Recreation Departments both currently use Cityworks and are satisfied with its operations. The City of Bloomington Information & Technology Services (ITS) Department supports this implementation because it would create commonality in asset management software systems across City departments, allowing for more efficient administration, training and technical support. The ITS Department is also planning to purchase the annual enterprise level licensing costs, as well as cover the costs associated with migrating historic data from the existing software system into Cityworks.

Nate Nickel

Business & Data
Manager

Public Works

Print/Type Name

Print/Type Title

Department



Name: Nate Nickel
Organization: Bloomington, IN
Purpose: Implementation of Azteca's Cityworks Server AMS (Facilities)

Quote#: Q9295
By: Horton
Date: 10/24/23

Item	Description	Qty	Unit Price	Cost
<p>Azteca Systems LLC will provide the services for a jumpstart implementation of Cityworks Server AMS for Bloomington, IN to create and manage service requests and work orders for the organization's infrastructure assets. This effort will be comprised of the following:</p>				
1	<p>On-site Workflow Review Meeting (2 days): An onsite kickoff meeting will be held to collect all the information about the organization's workflows that will be input into Cityworks. Configuration to include: up to 30 work order types, 30 service request types, and 5 custom inspection types for one domain with up to 5 security groups. Configuration also includes employee, material, equipment lists and basic print templates. Cityworks provides an intuitive and robust ad-hoc reporting engine, and preconfigured reports are available on mycityworks.com. Should the organization desire customized reports, a separate quote will be provided. The organization shall configure/provide the map services that will be used in conjunction with Cityworks</p>	2.00	2,600.00	5,200.00
2	<p>Initial Cityworks Database Configuration (Azteca's offices): Azteca will configure the Cityworks database with the work order, service request, and custom inspection types collected in the Workflow meeting. This task will take place at Azteca's offices.</p>	1.00	10,800.00	10,800.00
3	<p>On-site Installation and Review of Configured Database (1 day): Azteca will install and provide the organization with a review of the configured database. If the organization desires changes, they can be made on the spot. If the effort to make additional changes exceeds the time for allocated for this task, hours from Ad-hoc Remote Hours will be used.</p>	1.00	2,600.00	2,600.00
4	<p>On-site Admin User Training (2 days): Azteca will supply 1 trainer to conduct Designer and Server AMS Admin Training to the organization's Administrators. The organization will need to identify who will be trained. The organization will provide the training facility including computers and a high-resolution computer screen projector. <u>Class size to be no more than 6 students plus the instructor. Additional students not allowed.</u></p>	2.00	2,600.00	5,200.00
5	<p>On-site End User Training (2 days): Azteca will supply 1 trainer to conduct "train-the-trainer" style training. The organization will need to identify who will be trained. The organization will provide the training facility including computers and a high-resolution computer screen projector. Coming into training, the users will need to possess basic functional knowledge of Personal Computers. <u>Class size to be no more than 6 students plus the instructor. Additional students not allowed.</u></p>	2.00	2,600.00	5,200.00
6	<p>Up to 5 ad-hoc remote hours: Provided during or after the implementation as needed to answer any questions or to supply support on technical implementation matters.</p>	5.00	225.00	1,125.00
TOTAL:				30,125.00

Your signature indicates your acceptance of this Quote, and have read and accepted the Terms and Conditions set forth herein below.

Accepted by:

Title

____/____/____

Date

Terms & Conditions:

1. This price-quote is valid for 60 days.
2. Customer shall provide and have operational all 3rd party software required for this implementation.
3. The Customer shall provide and have operational all hardware needed to support this implementation and shall match the specifications on www.mycityworks.com.
4. Installation, configuration, deployment and management of all 3rd party software and hardware associated with this effort is the responsibility of the Customer.
5. Tasks are invoiced upon completion. Payment of invoices is expected in full no later than 30 days past the date of the invoice.
6. Azteca Systems agrees that all services and work performed hereunder will be accomplished in a professional manner.
7. If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this agreement. For all non-government entities, US Federal law and the law of the State of Utah govern this Agreement, excluding their respective choice of law principles.
IN NO EVENT SHALL AZTECA SYSTEMS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND LOST DATA) CAUSED OR ALLEGED TO BE CAUSED BY, OR ARISING OUT OF OR RELATED TO, THIS LICENSE AGREEMENT OR USE OF (OR INABILITY TO USE) THE SOFTWARE, DATA, OR SERVICES DELIVERED BY AZTECA SYSTEMS, OR BY ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN, EVEN IF AZTECA SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.
IN NO EVENT SHALL AZTECA SYSTEMS TOTAL LIABILITY ARISING OUT OF OR UNDER THIS LICENSE AGREEMENT, OR FOR BREACH HEREOF (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE) EXCEED THE AMOUNTS ACTUALLY PAID TO AZTECA SYTEMS UNDER WHICH THE DAMAGE CLAIM ARISES.
8. Fees quoted to Customer are exclusive of any taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs.
9. Azteca Systems will take reasonable measures to ensure that any Customer data and/or confidential information provided to Azteca Systems during the term herein is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Customer is for the purpose of training, implementation, or providing the services herein. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Customer.
10. This quote, including its incorporated documents, statements of work, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to the services to be performed under this quote. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than descriptions of services, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by each party.
- 11.
- 12.



Name: Nate Nickel
Organization: Bloomington, IN
Purpose: Implementation of Azteca's Cityworks Server AMS (Streets)

Quote#: Q9294
By: Horton
Date: 10/24/23

Item	Description	Qty	Unit Price	Cost
<p>Azteca Systems LLC will provide the services for a jumpstart implementation of Cityworks Server AMS for Bloomington, IN to create and manage service requests and work orders for the organization's infrastructure assets. This effort will be comprised of the following:</p>				
1	<p>On-site Workflow Review Meeting (2 days): An onsite kickoff meeting will be held to collect all the information about the organization's workflows that will be input into Cityworks. Configuration to include: up to 30 work order types, 30 service request types, and 5 custom inspection types for one domain with up to 5 security groups. Configuration also includes employee, material, equipment lists and basic print templates. Cityworks provides an intuitive and robust ad-hoc reporting engine, and preconfigured reports are available on mycityworks.com. Should the organization desire customized reports, a separate quote will be provided. The organization shall configure/provide the map services that will be used in conjunction with Cityworks</p>	2.00	2,600.00	5,200.00
2	<p>Initial Cityworks Database Configuration (Azteca's offices): Azteca will configure the Cityworks database with the work order, service request, and custom inspection types collected in the Workflow meeting. This task will take place at Azteca's offices.</p>	1.00	10,800.00	10,800.00
3	<p>On-site Installation and Review of Configured Database (1 day): Azteca will install and provide the organization with a review of the configured database. If the organization desires changes, they can be made on the spot. If the effort to make additional changes exceeds the time for allocated for this task, hours from Ad-hoc Remote Hours will be used.</p>	1.00	2,600.00	2,600.00
4	<p>On-site Admin User Training (2 days): Azteca will supply 1 trainer to conduct Designer and Server AMS Admin Training to the organization's Administrators. The organization will need to identify who will be trained. The organization will provide the training facility including computers and a high-resolution computer screen projector. <u>Class size to be no more than 6 students plus the instructor. Additional students not allowed.</u></p>	2.00	2,600.00	5,200.00
5	<p>On-site End User Training (2 days): Azteca will supply 1 trainer to conduct "train-the-trainer" style training. The organization will need to identify who will be trained. The organization will provide the training facility including computers and a high-resolution computer screen projector. Coming into training, the users will need to possess basic functional knowledge of Personal Computers. <u>Class size to be no more than 6 students plus the instructor. Additional students not allowed.</u></p>	2.00	2,600.00	5,200.00
6	<p>Up to 5 ad-hoc remote hours: Provided during or after the implementation as needed to answer any questions or to supply support on technical implementation matters.</p>	5.00	225.00	1,125.00
TOTAL:				30,125.00

Your signature indicates your acceptance of this Quote, and have read and accepted the Terms and Conditions set forth herein below.

Accepted by:

Title

____/____/____

Date

Terms & Conditions:

1. This price-quote is valid for 60 days.
2. Customer shall provide and have operational all 3rd party software required for this implementation.
3. The Customer shall provide and have operational all hardware needed to support this implementation and shall match the specifications on www.mycityworks.com.
4. Installation, configuration, deployment and management of all 3rd party software and hardware associated with this effort is the responsibility of the Customer.
5. Tasks are invoiced upon completion. Payment of invoices is expected in full no later than 30 days past the date of the invoice.
6. Azteca Systems agrees that all services and work performed hereunder will be accomplished in a professional manner.
7. If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this agreement. For all non-government entities, US Federal law and the law of the State of Utah govern this Agreement, excluding their respective choice of law principles.
IN NO EVENT SHALL AZTECA SYSTEMS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND LOST DATA) CAUSED OR ALLEGED TO BE CAUSED BY, OR ARISING OUT OF OR RELATED TO, THIS LICENSE AGREEMENT OR USE OF (OR INABILITY TO USE) THE SOFTWARE, DATA, OR SERVICES DELIVERED BY AZTECA SYSTEMS, OR BY ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN, EVEN IF AZTECA SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.
IN NO EVENT SHALL AZTECA SYSTEMS TOTAL LIABILITY ARISING OUT OF OR UNDER THIS LICENSE AGREEMENT, OR FOR BREACH HEREOF (WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE) EXCEED THE AMOUNTS ACTUALLY PAID TO AZTECA SYTEMS UNDER WHICH THE DAMAGE CLAIM ARISES.
8. Fees quoted to Customer are exclusive of any taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs.
9. Azteca Systems will take reasonable measures to ensure that any Customer data and/or confidential information provided to Azteca Systems during the term herein is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Customer is for the purpose of training, implementation, or providing the services herein. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Customer.
10. This quote, including its incorporated documents, statements of work, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to the services to be performed under this quote. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than descriptions of services, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by each party.
- 11.
- 12.

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/1/2023	Payroll				528,659.93
					<u>528,659.93</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 528,659.93

Dated this 5th day of December year of 2023.

Kyla Cox Deckard, President Elizabeth Karon, Vice President Jane Kupersmith, Secretary

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

Fiscal Officer _____



Board of Public Works

Staff Report

Project/Event: MOU between the City and MCHA

Petitioner/Representative: City Legal

Staff Representative: Aleksandrina Pratt

Date: 12/05/2023

Report: The City and the Monroe County Humane Association (“MCHA”) are seeking to terminate a lease agreement. Under the agreement, the MCHA was leasing a portion of the Animal Shelter Facility rent-free for 40 years in exchange for transferring its property rights to the City. Under the Memorandum of Understanding terminating the agreement, the City will pay the MCHA \$95,000 as compensation for MCHA’s right to lease a portion of the shelter until 2044. The funding for the purchase come from the appropriation ordinance that is scheduled to come to City Council for first reading tomorrow.

CITY OF BLOOMINGTON Legal Department Reviewed By: <i>S. Farley</i> DATE: <i>7-19-04</i>

LEASE OF OFFICE SPACE IN ANIMAL SHELTER FACILITY

The City of Bloomington, Indiana, an Indiana municipal corporation acting by and through its Board of Public Works ("Landlord") and the Monroe County Humane Association, Inc., an Indiana non-profit corporation ("Tenant") hereby covenant and agree as follows:

ARTICLE I Premises

Section 1.1 Lease and Description. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain non-residential space shown and designated on the attached plan that is made a part hereof as Exhibit "A" ("Premises") being a portion of The Animal Shelter Facility ("Facility") located at 3410 Old State Road 37 South, Bloomington, Indiana, located on real estate that is legally described in Exhibit B, together with the nonexclusive right, except as otherwise provided herein, to use the hallways, corridors, rest rooms and other common Facilities which Landlord may from time to time provide for itself and/or for other Tenants in Facility containing the Premises ("Common Facilities" or "Common Areas"). The total square footage inside the Facility to be leased to Tenant shall be 665 net square feet. In addition, Tenant shall be permitted to place and maintain upon the real estate described in Exhibit B a wooden storage shed 10.4 feet by 16.5 feet, such shed to be installed and maintained in a safe and workmanlike manner in the location shown on Exhibit C.

Section 1.2 Facility. Landlord or its agent shall operate the Facility as an animal shelter and shall operate the Facility and its animal programs according to applicable law and according to humane principles set forth by the Humane Society of the United States, to the degree possible with the Facilities and funds available. Except as expressly stated herein, Landlord reserves the right to make additions, deletions, and modifications to the improvements and use of the Facility, other than the Premises, from time to time, without the consent or approval of Tenant and no such action shall affect this lease in any way so long as Landlord complies with the terms and provisions of this lease. Tenant acknowledges that by ordinance the Landlord is responsible for formulation of policies and procedures for the animal control department and the Animal Shelter Facility.

ARTICLE II Term and Possession

Section 2.1 Term. The term of this Lease shall be Forty (40) years, commencing on July 19, 2004 ("Commencement Date") and ending on July 18, 2044 (unless sooner terminated as herein provided). Tenant agrees that in the event of inability of Landlord to deliver possession of the Premises on the Commencement Date, Landlord shall not be liable for any damages thereby nor shall this Lease be void or voidable.

ARTICLE III
Occupancy and Use

Section 3.1 Occupancy. Tenant shall use and occupy the Premises for office purposes in connection with its corporate powers and purposes and shall not use the Premises for any other purpose except with the prior written consent of the Landlord.

Section 3.2 Use of Premises -- Rules and Regulations. Tenant shall use the Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Premises; shall comply with and obey all laws, regulations, and orders of any governmental authority or agency, and all reasonable directions of the Landlord that will not interfere with the use, role or occupancy of the Facility, including such Facility rules and regulations as Landlord may from time to time promulgate on reasonable written notice to Tenant; shall not do nor permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other Tenants or occupants of the Facility or injure or annoy them; and shall not do nor permit anything to be done which will increase the rate of fire insurance upon the Facility. Landlord shall not be responsible to Tenant for the nonperformance of any of the rules and regulations of Landlord by any other Tenant or occupant of Facility, but Landlord agrees to take reasonable measures to assure each Tenant's compliance.

Section 3.3 Rights Reserved to Landlord. Landlord shall have the following rights exercisable without notice (except as provided in paragraph (d) hereunder) and without liability to Tenant for damage or injury to property, person or business (all claims for damage being hereby released) and without effecting an eviction or disturbance of Tenant's use or possession:

- (a) Tenant is permitted to have a sign on the Facility outside Tenant's entrance and to have signage related to Tenant incorporated into Landlord's signage identifying the Animal Shelter near Old State Road 37. Landlord shall have the right to approve, prior to installation, Tenant's signage on the Facility outside Tenant's entrance, and Tenant's signage to be incorporated within any signs posted by Landlord near Old State Road 37 to identify the Facility. All signage must comply with the requirements of the City of Bloomington Sign Ordinance. Tenant's signage shall be obtained at Tenant's expense.
- (b) To designate and/or approve, prior to installation, all types of window coverings of the Premises and Facility and to control all internal lighting that may be visible from outside the Premises.
- (c) To decorate, remodel, repair, alter or otherwise prepare Premises for re-occupancy during the last six months of the term of this lease, if during or prior to such time Tenant vacates Premises, or at any time after Tenant abandons Premises.

- (d) Upon reasonable notice to Tenant, to enter Premises to make inspections, repairs, alterations or additions in or to Premises or Facility or to exhibit Premises to prospective Tenants, purchasers or others, at reasonable hours and at any time in the event of an emergency, and to perform any acts related to the safety, protection, preservation, re-letting, sale or improvement of Premises or Facility.
- (e) To require all persons entering or leaving the Facility during such hours as Landlord may from time to time reasonably determine to identify themselves and to establish their right to enter or leave the Facility and to exclude or expel any peddler, solicitor or unruly or loud person at any time from Facility.
- (f) To approve the weight, size, and location of safes or other heavy equipment and articles whether freestanding on the floor, hanging on any wall, or hanging from the ceiling in and about the Premises. Any damage to Premises resulting from Tenant's failure to obtain such approval shall be Tenant's responsibility. Tenant shall pay for any and all damages to the Premises and expenses incurred to repair such damages, within (10) days after receiving a statement of expenses from Landlord. Landlord may require all such items to be moved in and out of Premises only at such times and in such manner as Landlord shall direct and in all events at Tenant's sole risk and responsibility.
- (g) To decorate, alter, repair, or improve the Facility at any time, and Landlord and its representatives may enter on and about Premises for that purpose with such material as Landlord may deem necessary, may erect scaffolding and all other necessary structures on or about the Facility and may close or temporarily suspend operations of entrances, doors, corridors, elevators or other Facilities. In the exercise of its rights under this subparagraph, Landlord will endeavor not to unreasonably interfere with the conduct of Tenant's business.
- (h) To do or permit any work to be done in or about the Premises or any adjacent or nearby building, land, street, or alley.

ARTICLE IV Rent

Section 4.1 Tenant's rent for the term of this Lease has been prepaid by Tenant's transfer of title to Landlord of the portion of the Facility previously owned by Tenant, so no additional rent shall be due during the term of this Lease.

ARTICLE V

Services, Alterations, Repairs

Section 5.1 Services. Provided that Tenant shall not be in default hereunder and subject to the provisions elsewhere contained in this Lease, Landlord agrees to furnish to the Tenant:

- (a) **Common Area Services.** Landlord shall provide common area services including general liability insurance, trash removal, snow and ice removal on sidewalk and access areas, public restrooms, and janitorial services in the common areas of the Facility. Subject to the provisions of Section 5.3 of this Lease, Landlord shall also provide maintenance and repair of the Premises, except that Tenant shall provide its own janitorial services for the Premises.
- (b) **Use of Education Room.** Tenant shall have the use of the Education Room, which is not a part of either the Premises or the common areas, as shown on Exhibit D, for not less than five (5) hours per week, which hours may be either within or outside the regular operational hours of the Facility. Scheduling shall be approved in advance by Landlord. Landlord will not unreasonably withhold approval of Tenant's use of the Education Room. The existence of a previously scheduled event in the Education Room shall constitute a reasonable basis for disapproving Tenant's use of the Education Room.
- (c) **Utilities.** Landlord shall provide water, electricity, sewers, heat and air conditioning. Tenant shall provide its own telephone service and computer/internet access at its expense.
- (d) **Disruption of Service.** Landlord reserves the right to suspend service of the heating, plumbing, electrical, air conditioning or other mechanical or electrical systems when necessary by reason of governmental regulations, labor disputes, civil commotion or riot, accident or emergency or for repairs, alterations or improvements which are in reasonable judgment of Landlord desirable or necessary, or for any other reason beyond the power or control of Landlord without liability in damages therefor. The exercise of such right by Landlord shall not constitute an actual or constructive eviction in whole or in part, or relieve Tenant from any of Tenant's obligations under this Lease, or impose any liability upon Landlord or its agents by reason of inconvenience or annoyance to Tenant or injury to or interruption of Tenant's business or otherwise.

Section 5.2 Alterations to Premises. Landlord shall not be obligated and Tenant shall not be permitted to make any alterations, additions, repairs, improvements or decorations to the Premises except as specifically provided for herein or as specifically agreed between Landlord and Tenant in a separate writing. Tenant shall not affix or cause to be affixed to the Premises, including the windows, any sign,

advertisement or notice without the written consent of Landlord, except that signs, advertisements and notices regarding Tenant's routine programming or programs or services sponsored by other non-profit organizations may be posted so long as the posting does not cause damage to the Premises. In the absence of a written agreement to the contrary, all fixtures including those placed in the Premises by the Tenant, except office furniture and equipment of Tenant, shall become a part of the Premises and shall remain in the Premises at the termination of the Lease as the property of Landlord.

Section 5.3 Maintenance and Repair of Premises.

- (a) Landlord agrees to repair and maintain the Facility, including both exterior and common areas, all Facility systems, and the Premises, in a condition comparable to similar quality commercial and office space in Bloomington, Indiana, except for damage caused by Tenant, its employees, agents or invitee in excess of ordinary wear and tear.
- (b) Tenant shall, at Tenant's sole cost and expense, obtain janitorial services for the Premises as necessary and shall insure that the Premises are cleaned to a standard comparable to similar quality commercial and office space in Bloomington, Indiana, and shall be responsible to Landlord for all damage to the Premises, including window glass and plate glass, in excess of ordinary wear and tear. Tenant shall promptly report to Landlord any maintenance or repairs needed within the Premises and shall grant Landlord timely entry in order to complete such maintenance or repairs.

**ARTICLE VI
Liens**

Tenant shall keep the leased Premises and the Facility free from any liens created or suffered by Tenant, including but not limited to mechanics' and materialmen's liens. In the event any lien is filed against the Premises or the Facility by virtue of an act or failure to act on the part of Tenant, Landlord shall have the right, but no obligation to pay the amount of such lien, to cause its release, and such amount shall be considered rent to be paid to Landlord by Tenant on demand with interest at Eighteen percent (18%) per year from date of payment by Landlord of the lien. All liens and encumbrances created or suffered by Tenant shall attach to Tenant's interest only.

**ARTICLE VII
Assignment and Subletting**

Tenant shall not assign this Lease nor sublet the Premises in whole or in part without the Landlord's prior written consent which shall be in the sole discretion of Landlord. In any event, Tenant shall remain fully liable to perform all of the terms and provisions of this Lease.

ARTICLE VIII
Indemnity and Insurance

Section 8.1 Indemnification. Except as otherwise provided herein, Landlord and Tenant shall each indemnify and hold harmless the other party and its officers, directors, members, agents, employees, and dependents thereof, from any claims, causes of action, costs, including reasonable attorney's fees, fees, liabilities, debts or judgments arising out of, or based upon acts or omissions of the indemnifying party on or about the Premises or Facility or in connection with this Lease, provided however:

- (a) neither party shall be liable to the other under this Section unless the indemnifying party is promptly notified in writing of any and all claims asserted and actions instituted against the indemnifying party or its officers, directors, members, agents or dependents thereof, and is given the opportunity to defend the same at its own cost and expense; and
- (b) Landlord's liability under this Section shall be subject to the limitations of liability of Landlord as a governmental entity entitled to the protections of the Tort Claims Act and any other provisions of statutory and other law currently effective or to come into effect during the original term of the lease or any subsequent terms, including, but not limited to, dollar limits stated in the Act, notice requirements, exemption from punitive damages, ability to defeat a claim by reason of contributory negligence or fault of the claimant, and immunity afforded Landlord, so that the Landlord's liability will not exceed what would have been its liability to the claimant if Landlord had been sued by the claimant and all appropriate defenses had been raised by Landlord.

Section 8.2 Insurance. Tenant shall be solely responsible for obtaining adequate property insurance for the contents of the Premises. Tenant shall also 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 \$1,000,000 in the aggregate.

- (b) 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 and its officers, employees and agents shall be named as insured under the General Liability policy, and the policy shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by Landlord will be called upon to contribute to a loss hereunder.

Tenant shall provide evidence of each insurance policy to Landlord prior to the Commencement Date. Approval of the insurance by Landlord shall not relieve or

decrease the extent to which Tenant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Lease. If Tenant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish Landlord required proof that the insurance has been procured and is in force and paid for, Landlord shall have the right at Landlord's election to forthwith terminate the Lease.

ARTICLE IX Subordination to Mortgages

This Lease and all rights of Tenant hereunder are subject and subordinate to the rights of the lien or liens of any mortgage or mortgages now or at any time hereafter in force and the interest of Landlord, in the Facility, and to all advances made or hereafter to be made upon the security thereof. If requested by the holder of any such mortgage or mortgages, Tenant agrees to execute and deliver to such holder an instrument, in form and substance satisfactory to the holder, specifically subordinating this Lease to the Lien of such mortgage or mortgages.

ARTICLE X Default of Tenant

The occurrence of any one or more of the following matters constitutes a default by Tenant under this Lease:

- (a) Failure by Tenant to pay any other monies due and payable from Tenant to Landlord under this Lease within 30 days after the due date;
- (b) Failure by Tenant to observe or perform any of the covenants in respect of Assignment and Subletting set forth in Article VIII; VII
- (c) Failure by Tenant to cure forthwith, immediately after receipt of notice from Landlord, any hazardous condition which Tenant has created in violation of law or of this Lease;
- (d) Failure by Tenant to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure shall continue for thirty (30) days after notice to Tenant by Landlord;
- (e) The levy upon leasehold under execution or the attachment by legal process of the leasehold interest of Tenant, or the filing or creation of a lien in respect of such leasehold interest;
- (f) The Tenant becomes insolvent or bankrupt or admits in writing Tenant's inability to pay debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a

trustee or receiver for the Tenant or for the major part of Tenant's property.

ARTICLE XI Termination; Relocation of Animal Shelter

Section 11.1 Termination. This Lease may be terminated by mutual written consent of the parties or in accordance with other provisions of this Lease.

Section 11.2 Relocation of Animal Shelter. In the event that Landlord decides to relocate its Animal Shelter operations to another location during the term of this Lease, Landlord shall, in its sole discretion, elect either to offer to Tenant the right to lease the same amount of comparable office space in the new facility for the remainder of the term of this Lease upon substantially similar terms and conditions to this Lease, or to compensate Tenant for the amount of prepaid rent attributable to the remainder of the Lease term at the rate of \$407.66 per month remaining in the Lease (the "Monthly Rent") plus a pro-rated share of the Monthly Rent based on an assumed 30-day month for each partial month remaining in the Lease.

ARTICLE XII Remedies upon Default of Tenant

Section 12.1 Remedies. If a Default by Tenant occurs, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate, and cumulative and shall not operate to exclude or deprive the Landlord of any other right or remedy allowed it by law or equity:

- (a) Landlord may terminate this Lease by giving Tenant notice of the Landlord's intention so to do, in which event the Term of this Lease shall end, and all rights, title and interest of the Tenant hereunder shall expire, on the date stated in such notice; and
- (b) Landlord may take possession of the Premises and make reasonable efforts to relet the same without such action being deemed an acceptance of a surrender of this Lease or in any way terminating Tenant's liability hereunder

Section 12.2 Property. All property removed from the Premises by Landlord pursuant to any provision of this Lease or of law may be removed or stored by the Landlord at the cost and expense of the Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping of the property. Tenant shall pay Landlord for all expenses incurred by Landlord in such removal and storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. All property not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Term, however terminated, shall be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale

without further payment or credit by Landlord to Tenant.

ARTICLE XIII Casualty and Eminent Domain

Section 13.1 Fire or Casualty. If all or any substantial part of the Facility is damaged or made unsuitable for tenancy by fire or other casualty, cause, condition, or thing whatsoever whether or not the Facility is damaged, and the Landlord shall determine not to restore the Facility, Landlord may, by notice to Tenant given within ninety (90) days after such damages or the occurrence of such other cause, terminate this Lease

Section 13.2 Eminent Domain. If all or any substantial part of the Premises, or (at the option of Landlord) if a substantial part of the Facility (whether or not the Premises are affected) shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the Term of this Lease shall end upon and not before the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of the award to or for the benefit of the Tenant.

ARTICLE XIV Surrender of Premises

At the end of the Term or any Renewal Term or other earlier termination of this Lease, the Tenant will peaceably deliver up to the Landlord possession of the Premises, together with all improvements or additions upon or belonging to the same, by whomsoever made, in the same condition as received, or first installed, ordinary wear and tear, condemnation, and damage by fire, earthquake, act of God, or the elements alone excepted. Upon the termination of this Lease, Tenant shall at Tenant's sole cost, remove all counters, trade fixtures, office furniture and equipment installed by Tenant, unless otherwise agreed to in writing by Landlord. Tenant shall also repair any damage caused by such removal. Tenant's obligation to pay for the removal of such counters, fixtures and equipment and the repair of such damage shall survive the termination of this Lease. Property not so removed shall be deemed abandoned at the termination of this Lease by the Tenant, and title to the same shall thereupon pass to Landlord. Tenant shall indemnify the Landlord against any loss or liability to a succeeding Tenant resulting from delay by Tenant in surrendering the Premises.

ARTICLE XV Waiver

The waiver by Landlord of any term covenant, or condition contained in this Lease shall be in writing, and waiver in one instance shall not be deemed to be a waiver of such term, covenant, or condition in the future, or any subsequent breach of the same or any other term, covenant, or condition contained in this Lease. The subsequent performance hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease,

regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent or other performance, unless Landlord shall specifically so state in writing.

ARTICLE XVI Notices

All notices and demands which may or are required to be given by either party to the other under this Lease shall be in writing and shall be sent by United States certified or registered mail, postage prepaid, addressed to the Tenant at the Premises or at their address at PO Box 1334, 47402, and addressed to the Landlord at: Department of Public Works, 401 North Morton Street, Bloomington, Indiana 47404, or to such other place as either party may from time to time designate in writing to the other.

ARTICLE XVII Miscellaneous Provisions

Section 17.1 Governing Law. This Lease shall be governed by the law of the State of Indiana.

Section 17.2 Writing Controls. It is agreed that Landlord has not made any statement, promise or agreement or taken upon itself any engagement whatever orally or in writing in conflict with the terms of this Lease or that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions and that no obligation of Landlord shall be implied in addition to the obligations herein stated.

Section 17.3 Air and Light. This Lease does not grant or guarantee Tenant a continuance of light and air over any real estate adjoining the Premises.

Section 17.4 Costs and Expenses of Enforcement. If Tenant shall default in the performance of any of Tenant's obligations under this Lease, and such default continues after the expiration of the notice or grace period provided in this Lease, Landlord may perform such obligation and all attorneys' fees and expenses of Landlord incurred in enforcing any of the obligations of Tenant under this Lease, together with interest at the prime rate as published in the Wall Street Journal or its successor, per annum, shall become so much additional rent under this Lease and shall be due and payable by Tenant on demand.

Section 17.5 Successors and Assigns. Except as limited in this Lease, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

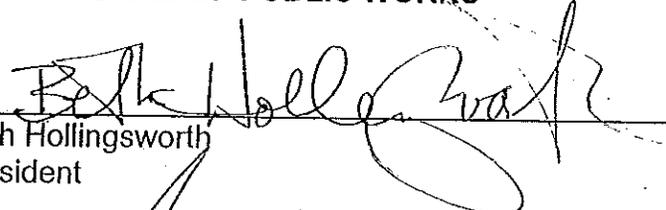
Section 17.6 Addenda. All riders and addenda attached to this Lease and signed by Landlord and Tenant are made a part of this Lease and incorporated in this Lease by reference.

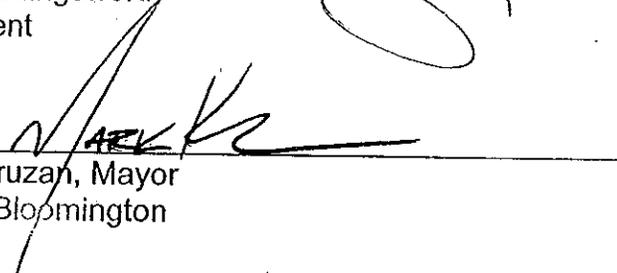
SECTION XVIII
Severability

If any section, sentence or provision of this Lease, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this Lease which can be given effect without the invalid provision or application, and to this end the provisions of this Lease are declared to be severable.

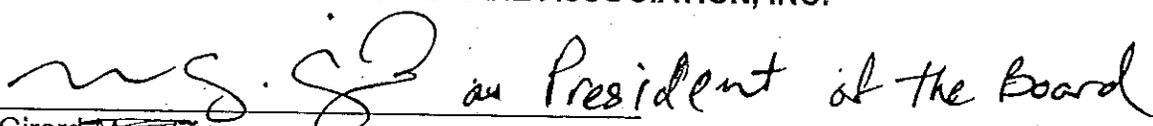
IN WITNESS WHEREOF, the parties have executed this Lease this 19th day of July, 2004.

LANDLORD: CITY OF BLOOMINGTON, INDIANA
BY ITS BOARD OF PUBLIC WORKS

By: 
Beth Hollingsworth
President


Mark Kruzan, Mayor
City of Bloomington

TENANT: MONROE COUNTY HUMANE ASSOCIATION, INC.

By: 
Mary Girard ~~Secretary~~
President

STATE OF INDIANA)
)
COUNTY OF MONROE)

Before me the undersigned, a Notary Public, personally appeared Beth Hollingsworth, President of the City of Bloomington Board of Public Works, and acknowledged the execution of the foregoing lease.

Signed and sealed this 29th day of June, 2004.

My Commission Expires:

6/22/07

Penny S. Myers
Signature of Notary Public

Penny S. Myers
Printed name of Notary Public
Residing in Monroe County

STATE OF INDIANA)
)
COUNTY OF MONROE)

Before me the undersigned, a Notary Public, personally appeared Mark Kruzan, Mayor of the City of Bloomington, and acknowledged the execution of the foregoing lease.

Signed and sealed this 19th day of July, 2004.

My Commission Expires:

5-16-09

Martha Waincott
Signature of Notary Public

MARTHA WAINCOTT
Printed name of Notary Public
Residing in MONROE County

STATE OF INDIANA)
)
COUNTY OF MONROE)

Before me the undersigned, a Notary Public, personally appeared Mary Girard-Moseley, President of Monroe County Humane Association, Inc., and acknowledged the execution of the foregoing lease.

Signed and sealed this 24th day of June, 2004.

My Commission Expires:

6/22/07

Penny S. Myers
Signature of Notary Public

Penny S. Myers
Printed name of Notary Public
Residing in Monroe County

Ex. A

Ⓜ MCHA Leased Space

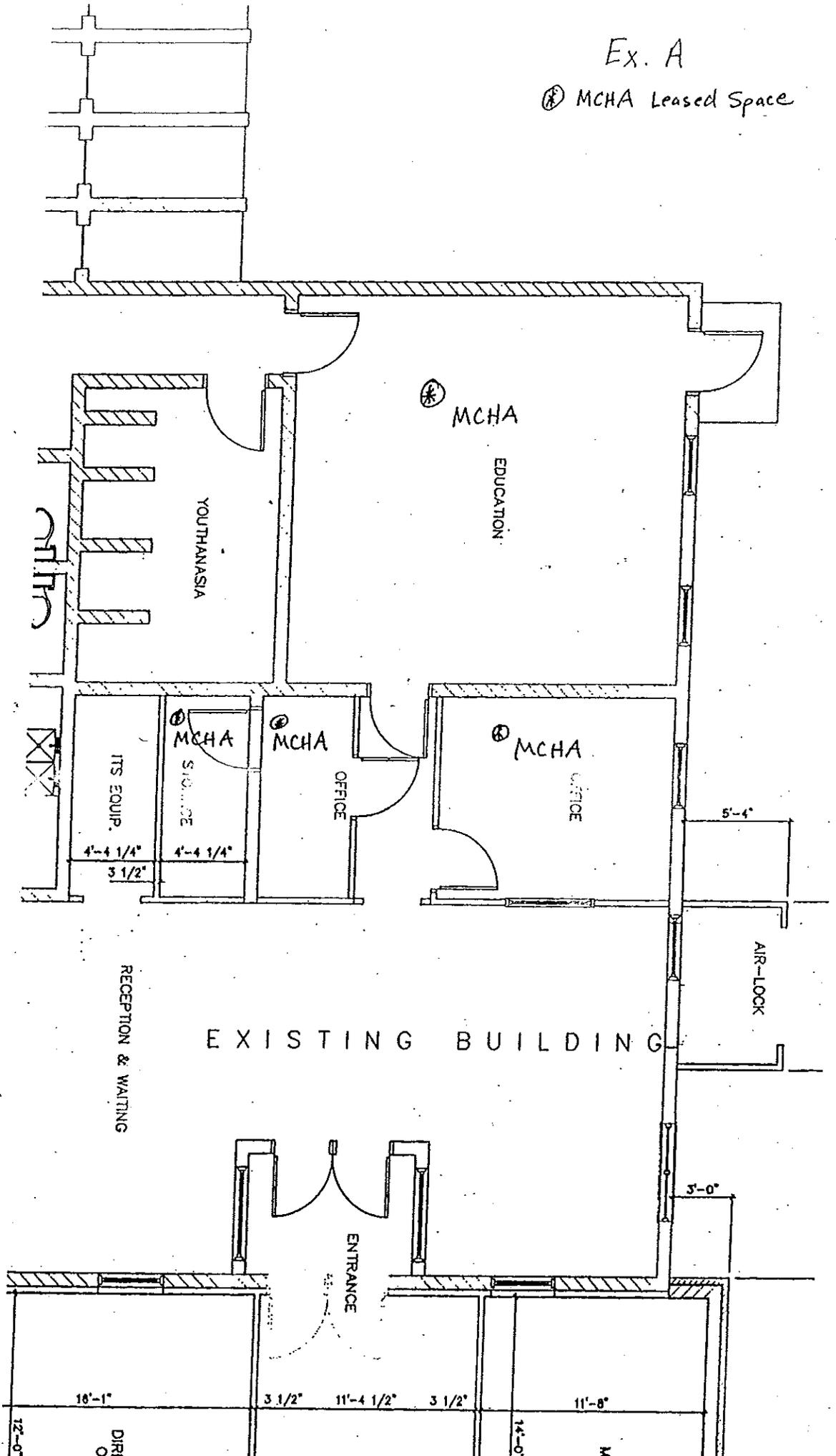


EXHIBIT B
LEGAL DESCRIPTION OF REAL ESTATE

A part of the west half of the Southwest quarter of Section 16, Township 8 North, Range 1 West, Perry Township, Monroe County, Indiana, more specifically described as follows:

Commencing at a railroad spike found marking the southeast corner of said Southwest quarter; Thence on the south line of said Southwest quarter South 89 degrees 40 minutes 50 seconds West (assumed bearing) 1390.99 feet to the west right-of-way line of Old State Road #37, said right-of-way line being 50 feet west of the centerline of said road; Thence on said right-of-way line North 00 degrees 15 minutes 49 seconds West 481.83 feet to the true point of beginning, said point being marked by a right-of-way marker found.

Thence leaving said right-of-way line South 89 degrees 42 minutes 36 seconds West 448.00 feet to a 5/8 inch diameter rebar with a cap marked "Curry 890006" set; Thence North 00 degrees 15 minutes 49 seconds West 240.00 feet to a rebar with a cap set; Thence North 89 degrees 42 minutes 36 seconds East 217.80 feet to a point marked by a rebar found, said point being called "Point D"; Thence North 00 degrees 15 minutes 49 seconds West 150.00 feet to a rebar with a cap found; Thence North 89 degrees 42 minutes 36 seconds East 230.20 feet to a point on said right-of-way line marked by a rebar with a cap found, said point being called "Point A"; Thence on said right-of-way line South 00 degrees 15 minutes 49 seconds East 390.00 feet; to the true point of beginning containing within said bounds 3.26 acres be the same more or less but subject to rights-of-way and easements according to a survey by Douglas R. Curry, Registered Sureyor No. 890006 in July, 1997.

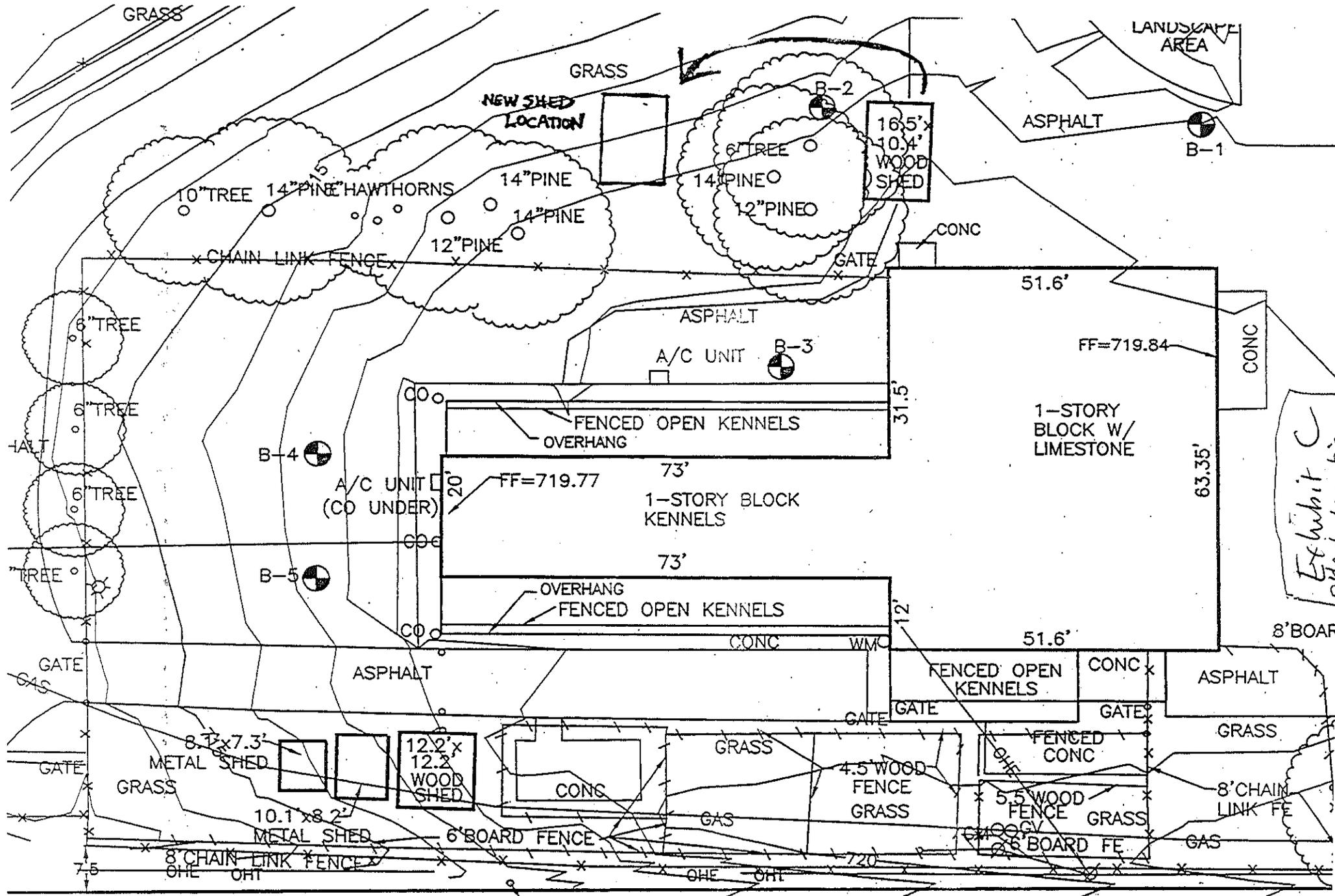


Exhibit C
shed locations

N89°42'36"E (BASIS OF BEARINGS) PIPE FOUND 448.05'
1.21' N OF LINE

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON BY AND THROUGH ITS BOARD OF
PUBLIC WORKS AND THE MONROE COUNTY HUMANE ASSOCIATION, INC.
FOR BUYOUT OF THE LEASE AGREEMENT FOR THE ANIMAL SHELTER
FACILITY**

WHEREAS, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established a Public Works Department (“Department”) which acts by and through the City’s Board of Public Works (“BPW”); and,

WHEREAS, the BPW has statutory authority under Indiana Code § 36-9-6-4 to purchase any real property needed by the City for any public use; and,

WHEREAS, on June 24th, 2004, the City, acting by and through its BPW, entered into a lease agreement with the Monroe County Humane Association, Inc. (“MCHA”) for the lease of a portion of the Animal Shelter Facility located at 3410 Old State Road 37 South, Bloomington, Indiana, see Lease Agreement, attached as Exhibit A.; and,

WHEREAS, the total square footage inside the Animal Shelter Facility to be leased to MCHA was 665 net square feet and MCHA was permitted to place and maintain upon the real estate a wooden storage shed 10.4 feet by 16.5 feet; and,

WHEREAS, the term of the lease was for 40 years, commencing on July 19, 2004, and ending on July 18, 2044, unless terminated sooner; and,

WHEREAS, MCHA’s rent for the term was prepaid by MCHA’s transfer of title to City of the portion of the Animal Shelter Facility previously owned by MCHA so that no additional rent was due during the term of the lease; and

WHEREAS, Section 11.1 of the agreement provides that the lease may be terminated by mutual written consent of the parties and the City and MCHA wish to terminate the lease.

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

1. The lease agreement shall be terminated effective January 1, 2024.
2. The City shall pay MCHA \$95,000 as compensation for MCHA’s right to lease a portion of the shelter until July 18, 2044.
3. MCHA shall surrender their portion of the leased space within the Animal Shelter Facility and the wooden storage shed on the premises.

IN WITNESS WHEREOF, the parties hereto have executed this *Memorandum of Understanding* which shall become effective as of the date last entered below.



Board of Public Works Staff Report

Project/Event:	Resolution to uphold the Order to Vacate and the Order to Remove
Petitioner/Representative:	HAND
Staff Representative:	Michael Arnold
Meeting Date:	December 05, 2023

Report:

October 06, 2021	Order to Seal
January 06, 2022	Out of Compliance Letter
June 03, 2022	Out of Compliance Letter
July 20, 2022	Out of Compliance Letter
December 02, 2022	Out of Compliance Letter
June 28, 2023	Renewed Order to Seal
July 25, 2023	Out of Compliance Letter
September 18, 2023	Out of Compliance Letter
November 08, 2023	BFD dispatched to this location
November 10, 2023	BFD dispatched to this location
November 15, 2023	BFD dispatched to this location
November 16, 2023	Issued Order to Vacate and Order to Remove

This property has been an ongoing problem with unauthorized persons gaining access to the structures. HAND has attempted keep the owner apprised of the situation whenever the structures have not been in compliance with the Order to Seal.

Recently, several runs to the property requiring BFD and BPD have occurred at this location. HAND has determined that sealing the structures is not sufficient to prevent danger to individuals or to prevent the structures from being a nuisance.

HAND is therefore requesting that the structures be vacated and properly sealed until such time that permits can be issued and the structures be removed.

Section 17.16.020 adopts the Indiana Building Law. This Law requires BPW to uphold the Resolution to uphold the Order to Vacate and Repair.

November 16, 2023

Jeffery S Jones
3929 W Roll Ave
Bloomington IN 47403

**UNSAFE BUILDING
ORDER TO REMOVE**

RE: Structure(s) located at 410- 414 S Walnut St
Legal description of relevant property: 015-12250-00 Seminary Pt Lots 20 & 23

You are the recorded owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(5), you are hereby **ORDERED** to **REMOVE ALL STRUCTURE(S)** at the above-referenced property within **60** days, to wit: by 12 midnight local time on **January 16, 2024**.

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

1. **Immediately seal the structures to prevent unauthorized access. See BMC 1716.060 at the end of this Order**
2. **Contact the Monroe County Building Department regarding permits required for demolition of the structures**
3. **Contact the Historic Preservation Program Manager regarding the demolition delay process and requirements for approval by the Historic Preservation Commission**
4. **Remove all structures and associated debris from the property**
5. **Backfill any foundations, crawl spaces or basements with approved materials**
6. **Use appropriate ground cover such as seed and straw or crushed stone, if permitted to cover bare soil where work has been completed**
7. **Contact HAND upon completion of the work**

The structures referenced above are being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO REMOVE** is being issued as a result of inspection(s) conducted by HAND on November 09, 2023 and Bloomington Fire Department (BFD) as a result of being dispatched on November 08, 2023 for a possible overdose. The inspection(s) revealed that the property is:

- In an impaired structural condition that makes it unsafe to a person or property;
- A fire hazard;
- A hazard to the public health;
- A public nuisance;
- Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:
; and/or
- Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

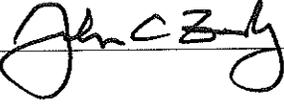
The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on December 05, 2023**. The hearing will take place in the City's Common Council Chambers, located at 401 North Morton Street, Bloomington, Indiana. You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

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

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

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

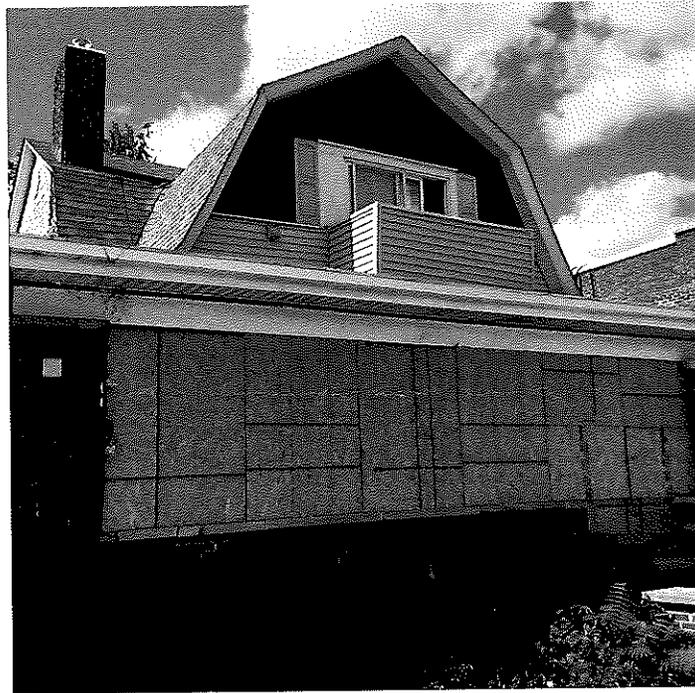
Michael Arnold
 Neighborhood Compliance Officer
 Housing & Neighborhood Development Department (HAND)
 401 N. Morton Street/P.O. Box 100
 Bloomington, Indiana 47402
 (812) 349-3401
arnoldm@bloomington.in.gov



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

11/16/23
Date

**410-414 S Walnut St
November 08/09, 2023**



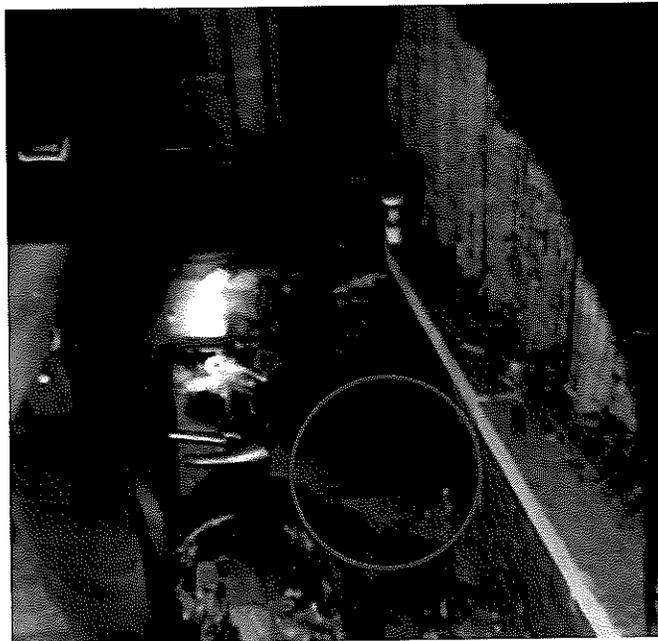
410-412 S Walnut St



Interior



Stairway to basement



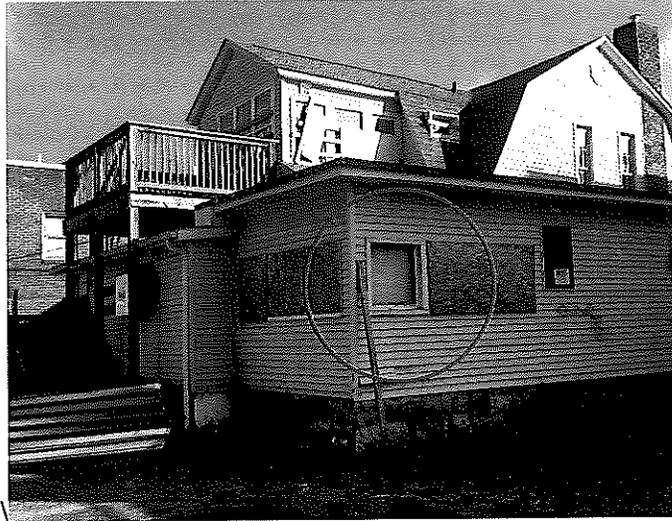
Hole front porch floor



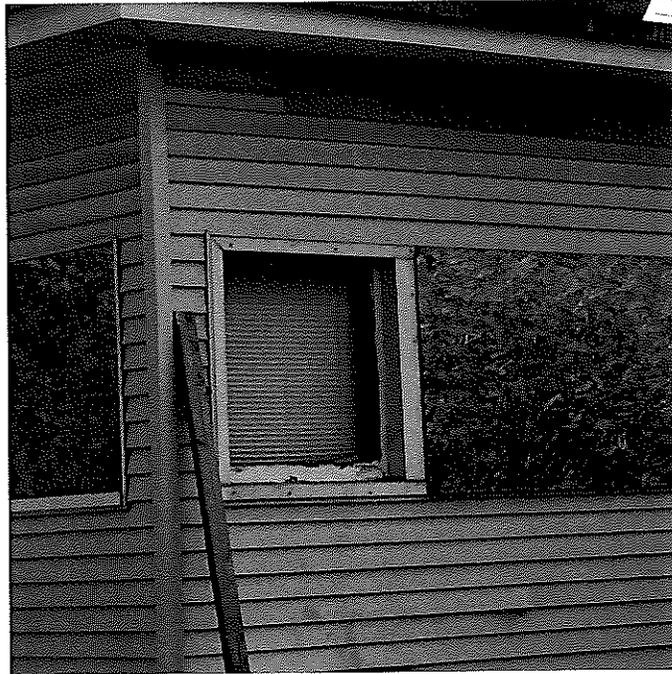
Hole front porch floor



Gap between structures



Un secured window





17.16.060 Uniform standards for sealing an unsafe building.

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

- (a) All openings of a building shall be closed.
- (b) Openings that are more than one square foot in area and located less than twenty feet above the ground or that are accessible from a part of the building such as a fire escape or other means of access shall be secured by the following means:
 - (1) Plywood or oriented strand board, covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building and cut to the inside dimension of the exterior of the opening, shall be placed in all openings in such a way that no portion of the plywood or oriented strand board extends outside the existing frame.
 - (A) The plywood or oriented strand board shall be placed against any existing exterior window slide trim or a furring strip.
 - (B) If there is no slide trim or furring strip, an equivalent block shall be installed.
 - (C) The slide trim, furring strip or block shall be sufficient to prevent the plywood or oriented strand board from being pushed inward.
 - (D) The plywood or oriented strand board shall be affixed to the exterior frame by use of two and three-quarters-inch or longer ring nails spaced a maximum of eight inches apart.
 - (2) Where the inside dimension of the opening exceeds twenty-six square feet in area, additional exterior support shall be provided by placing continuous pieces of nominal two-inch by four-inch framing grade lumber on the outside of the plywood or oriented strand board in such a manner that every carriage bolt used in the opening passes through and joins such a piece of nominal two-inch by four-inch lumber, the plywood or oriented strand board and the interior brace.
 - (A) The round head of the bolt shall be on the outside of such pieces of nominal two-inch by four-inch lumber that gives exterior support.
 - (B) The pieces of nominal two-inch by four-inch framing grade lumber shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
 - (3) In case of a ground level door the following method of securing shall be used:
 - (A) The door shall be placed in good repair including, but not limited to, closing any openings in the door, repairing hinges on the door and providing for an adequate closure to the opening; and
 - (B) The door shall be locked by the use of not less than two hasp locks and padlocks to be located equidistant from the top and bottom casing and each other.
 - (C) If no door exists, or if it is impractical to repair the existing door, the opening shall be secured in the manner described in this subsection, substituting, however, a piece of plywood or oriented strand board for the door. They plywood or oriented strand board shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.

- (c) Any opening that is less than one square foot in area or that is both more than twenty feet above the ground and not accessible from a part of the building shall be covered so as to prevent the entry of birds, rats or other animals and shall be made weather tight. The covering shall be painted in color similar to the exterior of the building.
- (d) The materials used to secure the openings of a building pursuant to these standards shall meet the following specifications:
 - (1) Plywood or oriented strand board: no less than one-half-inch exterior grade;
 - (2) Braces: no less than nominal two-inch by four-inch framing grade lumber; and
 - (3) Bolts: no less than three-eighths-inch carriage bolts.
- (e) The housing and neighborhood development department or board of public works may allow the use of other materials and methods of securing openings, including the use of existing doors, if it is shown that, as related to the particular circumstances, the objectives of these standards would be met by the use of such materials and methods.

(Ord. No. 14-23, § 1, 10-29-2014)

November 16, 2023

Jeffery S Jones
3929 W Roll Ave
Bloomington IN 47403

**UNSAFE BUILDING
ORDER TO VACATE**

RE: Structure(s) located at 410- 414 S Walnut St
Legal description of relevant property: 015-12250-00 Seminary Pt Lots 20 & 23

You are the recorded owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(5), you are hereby **ORDERED** to **VACATE THE STRUCTURE(S)** at the above-referenced property within **10** days, to wit: by 12 midnight local time on **December 14, 2023**.

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

- 1. Vacate the structures on the above mentioned property and maintain as vacated until the Order is in compliance with the Order to Remove**
- 2. Immediately seal the structures to prevent unauthorized access. See BMC 1716.060 at the end of this Order**

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO VACATE** is being issued as a result of inspection(s) conducted by November 09, 2023 and Bloomington Fire Department (BFD) as a result of being dispatched on November 08, 2023 for a possible overdose. The inspection(s) revealed that the property is:

- In an impaired structural condition that makes it unsafe to a person or property;
- A fire hazard;
- A hazard to the public health;
- A public nuisance;
- Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:
; and/or
- Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on December 05, 2023**. The hearing will take place in the City's Common Council Chambers, located at 401 North Morton Street, Bloomington, Indiana. You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

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

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

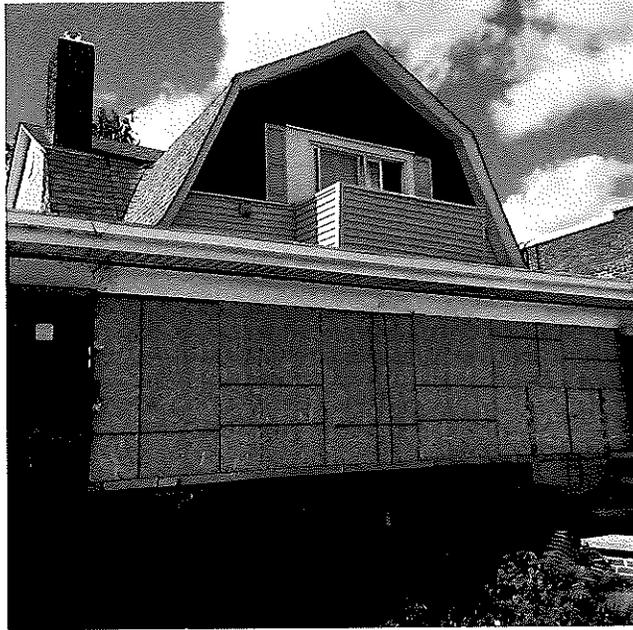
If you have questions regarding this Order, please feel free to contact Neighborhood Compliance Officer Mike Arnold during normal business hours at the address, telephone number, and/or email herein provided:

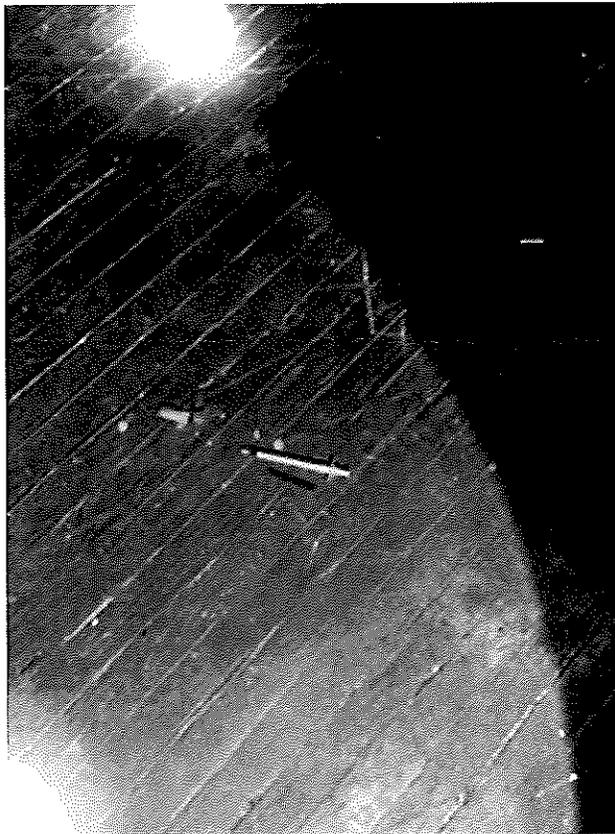
Michael Arnold
Neighborhood Compliance Officer
Housing & Neighborhood Development Department (HAND)
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Bloomington, Indiana 47402
(812) 349-3401
arnoldm@bloomington.in.gov.



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

11/17/23
Date







17.16.060 Uniform standards for sealing an unsafe building.

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

- (a) All openings of a building shall be closed.
- (b) Openings that are more than one square foot in area and located less than twenty feet above the ground or that are accessible from a part of the building such as a fire escape or other means of access shall be secured by the following means:
 - (1) Plywood or oriented strand board, covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building and cut to the inside dimension of the exterior of the opening, shall be placed in all openings in such a way that no portion of the plywood or oriented strand board extends outside the existing frame.
 - (A) The plywood or oriented strand board shall be placed against any existing exterior window slide trim or a furring strip.
 - (B) If there is no slide trim or furring strip, an equivalent block shall be installed.
 - (C) The slide trim, furring strip or block shall be sufficient to prevent the plywood or oriented strand board from being pushed inward.
 - (D) The plywood or oriented strand board shall be affixed to the exterior frame by use of two and three-quarters-inch or longer ring nails spaced a maximum of eight inches apart.
 - (2) Where the inside dimension of the opening exceeds twenty-six square feet in area, additional exterior support shall be provided by placing continuous pieces of nominal two-inch by four-inch framing grade lumber on the outside of the plywood or oriented strand board in such a manner that every carriage bolt used in the opening passes through and joins such a piece of nominal two-inch by four-inch lumber, the plywood or oriented strand board and the interior brace.
 - (A) The round head of the bolt shall be on the outside of such pieces of nominal two-inch by four-inch lumber that gives exterior support.
 - (B) The pieces of nominal two-inch by four-inch framing grade lumber shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
 - (3) In case of a ground level door the following method of securing shall be used:
 - (A) The door shall be placed in good repair including, but not limited to, closing any openings in the door, repairing hinges on the door and providing for an adequate closure to the opening; and
 - (B) The door shall be locked by the use of not less than two hasp locks and padlocks to be located equidistant from the top and bottom casing and each other.
 - (C) If no door exists, or if it is impractical to repair the existing door, the opening shall be secured in the manner described in this subsection, substituting, however, a piece of plywood or oriented strand board for the door. They plywood or oriented strand board shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.

- (c) Any opening that is less than one square foot in area or that is both more than twenty feet above the ground and not accessible from a part of the building shall be covered so as to prevent the entry of birds, rats or other animals and shall be made weather tight. The covering shall be painted in color similar to the exterior of the building.
- (d) The materials used to secure the openings of a building pursuant to these standards shall meet the following specifications:
 - (1) Plywood or oriented strand board: no less than one-half-inch exterior grade;
 - (2) Braces: no less than nominal two-inch by four-inch framing grade lumber; and
 - (3) Bolts: no less than three-eighths-inch carriage bolts.
- (e) The housing and neighborhood development department or board of public works may allow the use of other materials and methods of securing openings, including the use of existing doors, if it is shown that, as related to the particular circumstances, the objectives of these standards would be met by the use of such materials and methods.

(Ord. No. 14-23, § 1, 10-29-2014)





NO TRESPASSING

BLAY DRAGONS



HAU
TR

POSTED

Wabbot















BOARD OF PUBLIC WORKS
RESOLUTION 2023-81
Unsafe Order for 410 – 414 S. Walnut Street, Bloomington, Indiana

WHEREAS, the City of Bloomington Housing and Neighborhood Development (“HAND”) issued an **Order To Vacate** and **Order to Remove** (collectively, the “Orders”) on real estate located at 410 – 414 S. Walnut Street, Bloomington, Indiana (the "Property") because the structure is unsafe as defined by both Indiana Code section 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, HAND issued an Order to the owner of record for the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code section 36-7-9 *et seq.* and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, the Board of Public Works heard testimony and reviewed evidence on this Order at its Regular Meeting of Tuesday, December 5, 2023.

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

- Affirms the Order issued by HAND on November 16, 2023.
- Rescinds the Order issued by HAND on November 16, 2023.
- Modifies the Order issued by HAND on November 16, 2023. This modification is less stringent than HAND's original Order and now requires the property owner to take the following actions:

So Ordered this 5th day of December, 2023.

By: _____
Kyla Cox Deckard, President of the Board



Board of Public Works Staff Report

Project/Event: Award Construction Contract to Crider & Crider for the Adams St Sidewalk Project

Petitioner/Representative: Engineering Department

Staff Representative: Jason Kerr

Date: December 5th, 2023

Report: This project shall include, but is not limited to, adding sidewalk along the west side of Adams St from Kirkwood Ave to Fountain Dr. There are 3 inlets to be added as well. There will also be sidewalk added at the intersection of 8th St and Fountain Dr.

The project will require the closure of the southbound lane of Adams St. Traffic will be detoured using 11th ST, Rogers, and Kirkwood. The contractor will have 60 days for this closure.

Bids were publicly opened and read aloud on December 4th, 2023 at the Board of Public Works work session. Crider & Crider was the lowest responsive and reasonable bidder.

Bidder	Amount
E&B Paving, LLC	\$456,654.00
River Town Construction, LLC	\$608,776.37
Milestone Contractors	\$511,500.00
Crider & Crider	\$369,683.00

Engineering recommends awarding the contract to Crider & Crider.

City of Bloomington Contract and Purchase Justification Form

Vendor: Crider & Crider

Contract Amount: \$369,683.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input checked="" type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No		Yes	No
# of Submittals: 4			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

Crider and Crider was the lowest responsive and reasonable bidder for this project.

Jason Kerr

Print/Type Name

Project Manager

Print/Type Title

Engineering

Department



City of Bloomington

Engineering

Andrew Cibor, City Engineer
401 North Morton Street, Bloomington, IN 47404

EVALUATION TABULATION

PWP No. TBD

Adams St Sidewalk (Kirkwood to Fountain)

RESPONSE DEADLINE: December 4, 2023 at 12:00 pm

Report Generated: Friday, April 16, 2021

SELECTED VENDOR TOTALS

Vendor	Total
Crider & Crider, Inc.	\$369,683.00
E&B Paving-- Bloomigton	\$456,654.00
Milestone Contractors, LP	\$511,500.00
River Town Construction, LLC	\$608,776.37

PROPOSAL SCHEDULE OF ITEMS (UNIT PRICES)

Bidder acknowledges that: 1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, 2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

Vendor	Total
Crider & Crider, Inc.	\$369,683.00
E&B Paving-- Bloomigton	\$456,654.00
Milestone Contractors, LP	\$511,500.00

EVALUATION TABULATION

PWP No. TBD

Adams St Sidewalk (Kirkwood to Fountain)

Vendor	Total
River Town Construction, LLC	\$608,776.37

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Crider & Crider, Inc.	E&B Paving-- Bloomigton	Milestone Contractors, LP	River Town Construction, LLC
Is your Bid over \$10,000.00	Pass	Pass	Pass	Pass
Approved Affirmative Action Plan.	Pass	Pass	Pass	Pass
Is your bid over \$100,000.00?	Pass	Pass	Pass	Pass
Select payment option?	Pass	Pass	No Response	Pass
Will any subcontractors be performing work valued over \$10,000.00?	Pass	Pass	Pass	Pass
Subcontractor list.	No Response		Pass	Pass
Bid Guarantee, Is your Bid over \$150,000.00	Pass	Pass	Pass	Pass
Upload Bid Guarantee	Pass	Pass	No Response	Pass
If awarded the Project, will you be able to provide a Performance Bond and a Payment Bond??	Pass	Pass	No Response	Pass
Drug Testing Policy, is your Bid over \$150,000.00?	Pass	Pass	Pass	Pass
Upload approved Drug Testing Policy.	Pass	Pass	Pass	Pass

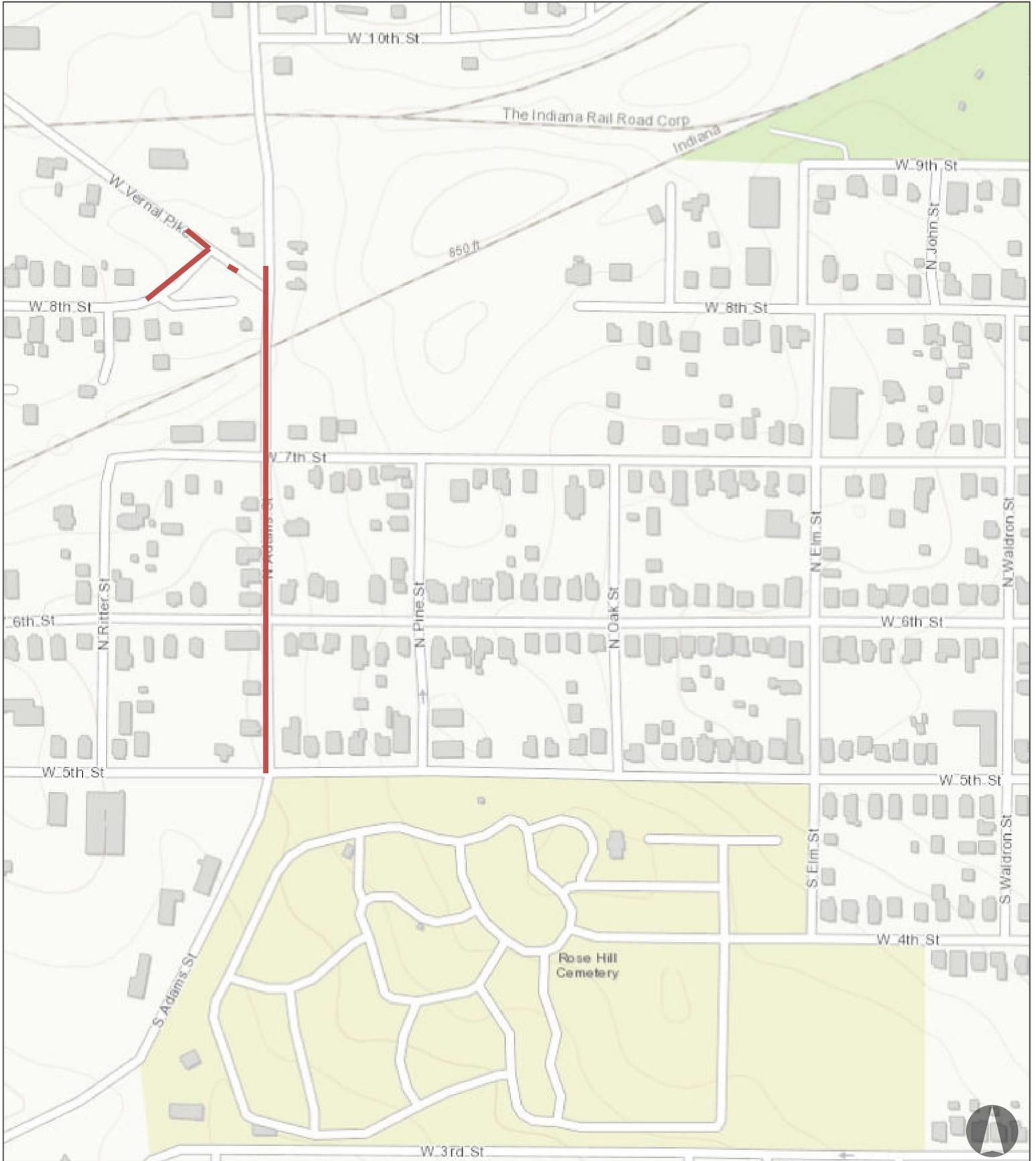
EVALUATION TABULATION

PWP No. TBD

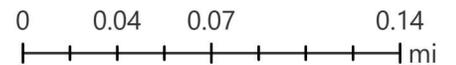
Adams St Sidewalk (Kirkwood to Fountain)

Question Title	Crider & Crider, Inc.	E&B Paving-- Bloomington	Milestone Contractors, LP	River Town Construction, LLC
If applicable, did you include the cost of a trench safety system in your bid?	Pass	Pass	No Response	Pass
Is your Bid over \$25,000.00?	Pass	Pass	Pass	Pass
Submit State Form 96.	Pass	Pass	Pass	Pass
When applicable, will you have the escrow held through Yellow Cardinal or by the Board?	Pass	Pass	Pass	Pass
Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.	Pass	Pass	No Response	Pass

Adams St Sidewalk



November 29, 2023 Engineering Dept.



Adams St Sidewalk Project

City of Bloomington, Indiana. For use as map information only, information is NOT warranted.



SIGN: M4-8 DETOUR WITH UP ARROW. ADD SIGN STATING "ADAMS STREET"

SIGN: M4-8 DETOUR WITH UP ARROW. ADD SIGN STATING "ADAMS STREET"

SIGN: M4-9R DETOUR WITH RIGHT ARROW. ADD SIGN STATING "ADAMS STREET"

SIGN: M4-8 DETOUR WITH UP ARROW. ADD SIGN STATING "ADAMS STREET"

SIGN: M4-8 DETOUR WITH UP ARROW. ADD SIGN STATING "ADAMS STREET"

SIGN: M4-9L DETOUR WITH LEFT ARROW. ADD SIGN STATING "ADAMS STREET"

SIGN: M4-9R DETOUR WITH RIGHT ARROW. ADD SIGN STATING "ADAMS STREET"

W. KIRKWOOD AVE.

W. KIRKWOOD AVE.

N. ROGERS ST.

N. ROGERS ST.

W. 11TH ST.

W. 11TH ST.

W. 11TH ST.

W. 12TH ST.



SCALE: 1"=100'

NOTE TO CONTRACTOR

CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INCONGRUITIES 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.

revisions:

BE&B
 BRYNIM FANTY & ASSOCIATES, INC.
 ARCHITECTURE
 CIVIL ENGINEERING
 PLANNING

Bloomington, Indiana
 (612) 336-2860 (Fax)

528 North Walnut Street
 (612) 332-8030

STATE OF INDIANA
 PROFESSIONAL ENGINEER
 No. 60018283
 STATE OF INDIANA
 PROFESSIONAL ENGINEER

certified by: *[Signature]*

PROPOSED
ADAMS STREET SIDEWALK
 NORTH ADAMS STREET, BLOOMINGTON, IN 47404
 FROM W. KIRKWOOD AVE. TO THE INTERSECTION
 OF W. 8TH ST. AND W. FOUNTAIN DR.

title: MAINTENANCE OF TRAFFIC PLAN (ROAD CLOSURE)

designed by: AJW
 drawn by: AJW
 checked by: JSF
 sheet no: C104
 project no: 402101

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CONTRACTOR

FOR

ADAMS ST SIDEWALK PROJECT

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for this project that shall include, but is not limited to adding sidewalk along the west side of Adams St from Kirkwood Ave to Fountain Dr. There are 3 inlets to be added as well. There will also be sidewalk added at the intersection of 8th St and Fountain Dr. (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within ninety (90) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

4.02 **Retainage Amount** The retainage amount shall be five percent (5%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage amount shall be placed in an escrow account with an escrow agent or shall be held by the Board of Public Works ("Board"). Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent.

4.03 **Escrow Agent** If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.04 **Board** If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.

4.05 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.06 Payment of Retainage Amount by the Board The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this time, the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

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

ARTICLE 5. GENERAL PROVISIONS

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

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement,

whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

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

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

CONTRACTOR understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If CONTRACTOR believes that a City employee engaged in such conduct towards CONTRACTOR and/or any of its employees, CONTRACTOR or its employees may file a complaint with the City department head in charge of the CONTRACTOR'S work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Crider & Crider Inc
Attn: Jason Kerr	Attn: Brian Waltz
P.O. Box 100 Suite 130	1900 Liberty Dr.
Bloomington, Indiana 47402	Bloomington, IN 47403

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

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

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

5.20 Living Wage Ordinance

Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Attachment F; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

Jane Kupersmith, Secretary

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

ADAMS ST SIDEWALK PROJECT

This project shall include, but is not limited to, adding sidewalk along the west side of Adams St from Kirkwood Ave to Fountain Dr. There are 3 inlets to be added as well. There will also be sidewalk added at the intersection of 8th St and Fountain Dr.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

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

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

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

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

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'E'

Line Item	Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	110-01001	Mobilization & Demobilization	1	LS	\$7,800.00	\$7,800.00
2	201-52370	Clearing Right of Way	1	LS	\$28,500.00	\$28,500.00
3	306-08039	Milling, Asphalt Removal	346	SYS	\$17.00	\$5,882.00
4	202-02278	Curb, Concrete, Remove	310	LFT	\$13.00	\$4,030.00
5	202-52710	Sidewalk Concrete, Remove	57	SYS	\$42.00	\$2,394.00
6	202-93615	Concrete Remove	159	SYS	\$34.00	\$5,406.00
7	604-06070	Concrete Sidewalk	442	SYS	\$98.50	\$43,537.00
8	605-06120	Concrete Curb - 6"	406	LFT	\$66.50	\$26,999.00
9	610-08446	Concrete Pavement for Drives - 6"	92	SYS	\$136.50	\$12,558.00
10	305-07464	PCC Base Patching, 9 IN. (Pvmt Patch)	50	SYS	\$110.00	\$5,500.00
11	304-07490	HMA Patching (Pvmt. Patching)	4	TON	\$435.00	\$1,740.00
12	402-07451	HMA Wedge and Level	14	TON	\$410.00	\$5,740.00
13	604-12083	Detectable Warning Surfaces	15	SYS	\$380.00	\$5,700.00
14	303-01180	Compacted Aggregate No. 53	175	TON	\$76.00	\$13,300.00
15	610-07487	HMA for Approaches, Type B	44	TON	\$312.00	\$13,728.00
16	621-06560	Mulch & Seed	340	SYS	\$6.00	\$2,040.00
17	604-08086	Curb Ramp, Concrete	125	SYS	\$220.00	\$27,500.00
18	615-06525	Casting, Adjust to Grade	6	EA	\$640.00	\$3,840.00
19	802-07058	Sign, Sheet, Assmebly Relocate	4	EA	\$225.00	\$900.00
20	715-91742	Water Meter Relocate	6	EA	\$1,750.00	\$10,500.00
21	802-07060	Sign, Sheet, Assembly Relocate	6	EA	\$225.00	\$1,350.00
22	205-06933	Temporary Inlet Protection	9	EA	\$205.00	\$1,845.00
23	205-06937	Temporary Silt Fence	421	LFT	\$4.00	\$1,684.00
24	801-06775	Maintaining Traffic	1	LS	\$68,000.00	\$68,000.00
25	702-04442	Wall, Structural, Concrete	23	CYS	\$1,350.00	\$31,050.00
26	715-92037	Pipe PVC, 4 in.	45	LFT	\$65.00	\$2,925.00
27	604-92237	Hand Rail, Steel	69	LFT	\$315.00	\$21,735.00
28	720-90017	Inlet, J	3	EA	\$4,500.00	\$13,500.00
		Total				\$369,683.00



Board of Public Works Staff Report

Project/Event: Award Construction Contract to Crider & Crider, Inc. for the Moores Pike SE/Park Trail Improvements

Petitioner/Representative: Engineering Department

Staff Representative: Zac Rogers

Date: December 5th, 2023

Report: This project shall include but not limited to, the realignment of Renwick Trail, extending a culvert and moving the trail South with new asphalt, 3 new trees (Autumn Apple Serviceberry) and adding a 2ft stone shoulder to a section of East Moores Pike.

This project will require flagging for the eastbound lane of Moores Pike for shoulder work. The trail will be closed the duration of the project.

Bids were publicly opened and read aloud at approximately 12:00 pm on December 4th, 2023 at the Board of Public Works work session.

Bidder	Amount
E&B Paving LLC	\$166,860.50
Milestone Contractors, LP	\$269,235.00
Crider & Crider, INC	\$142,168.00

Engineering recommends awarding the contract to Crider & Crider, Inc.

City of Bloomington Contract and Purchase Justification Form

Vendor: Crider & Crider, Inc.

Contract Amount: \$142,168.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input checked="" type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No		Yes	No
# of Submittals: 3			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:

Crider & Criders was the lowest responsible and responsive bidder.

Zac Rogers

Print/Type Name

Project Manager

Print/Type Title

Engineering

Department



EVALUATION TABULATION
 PWP No. TBD
Moores Pike/SE Park Trail Improvements
 RESPONSE DEADLINE: December 4, 2023 at 12:00 pm
 Report Generated: Monday, December 4, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Crider & Crider, Inc.	\$142,168.00
E&B Paving-- Bloomigton	\$166,860.50
Milestone Contractors, LP	\$269,235.00

PROPOSAL SCHEDULE OF ITEMS (UNIT PRICES)

Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

Vendor	Total
Crider & Crider, Inc.	\$142,168.00
E&B Paving-- Bloomigton	\$166,860.50
Milestone Contractors, LP	\$269,235.00

VENDOR QUESTIONNAIRE PASS/FAIL

EVALUATION TABULATION

PWP No. TBD

Moores Pike/SE Park Trail Improvements

Question Title	Crider & Crider, Inc.	E&B Paving-- Bloomington	Milestone Contractors, LP
Is your Bid over \$10,000.00	Pass	Pass	Pass
Approved Affirmative Action Plan.	Pass	Pass	Pass
Is your bid over \$100,000.00?	Pass	Pass	Pass
Select payment option?	Pass	Pass	No Response
Will any subcontractors be performing work valued over \$10,000.00?	Pass	Pass	Pass
Subcontractor list.	No Response	No Response	No Response
Bid Guarantee, Is your Bid over \$150,000.00	Pass	Pass	Pass
Upload Bid Guarantee	No Response	Pass	Pass
If awarded the Project, will you be able to provide a Performance Bond and a Payment Bond??	Pass	Pass	Pass
Drug Testing Policy, is your Bid over \$150,000.00?	Pass	Pass	Pass
Upload approved Drug Testing Policy.		Pass	Pass
If applicable, did you include the cost of a trench safety system in your bid?	Pass	Pass	No Response
Is your Bid over \$25,000.00?	Pass	Pass	Pass
Submit State Form 96.	Pass	Pass	Pass
When applicable, will you have the escrow held through Yellow Cardinal or by the Board?	Pass	Pass	Pass

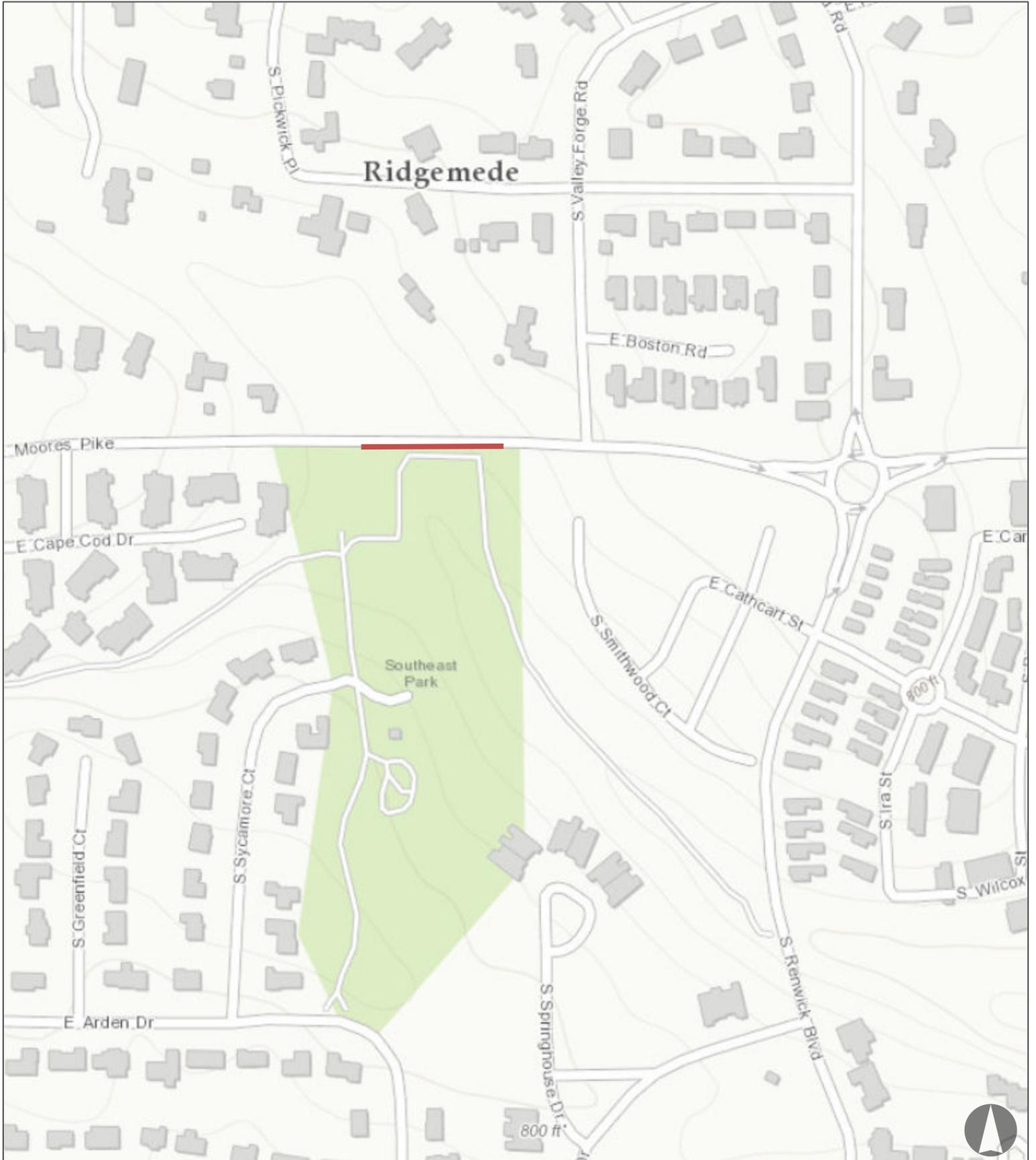
EVALUATION TABULATION

PWP No. TBD

Moores Pike/SE Park Trail Improvements

Question Title	Crider & Crider, Inc.	E&B Paving-- Bloomington	Milestone Contractors, LP
Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.	Pass	Pass	Pass

Engineering Staff Viewer



December 4, 2023 City of Bloomington

 Bloomington Municipal Boundary

0 0.03 0.06 0.12
mi

City of Bloomington, Esri, HERE, Garmin, INCREMENT P,
City of Bloomington, Indiana. For use as map
information only, information is NOT warranted.

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

CONTRACTOR

FOR

MOORES PIKE SE/PARK TRAIL IMPROVEMENTS

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the realignment of an existing paved pedestrian trail, tree planting and adding a stone shoulder to a section of East Moores Pike (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within Sixty (60) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

4.02 **Retainage Amount** The retainage amount shall be five percent (5%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage amount shall be placed in an escrow account with an escrow agent or shall be held by the Board of Public Works ("Board"). Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent.

4.03 **Escrow Agent** If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.04 **Board** If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.

4.05 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

4.06 Payment of Retainage Amount by the Board The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this time, the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

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

ARTICLE 5. GENERAL PROVISIONS

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

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement,

whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

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

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

CONTRACTOR understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If CONTRACTOR believes that a City employee engaged in such conduct towards CONTRACTOR and/or any of its employees, CONTRACTOR or its employees may file a complaint with the City department head in charge of the CONTRACTOR'S work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Crider & Crider, Inc.
Attn: Zac Rogers	Attn: Brian Waltz
P.O. Box 100 Suite 130	1900 Liberty Drive
Bloomington, Indiana 47402	Bloomington, Indiana 47403

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

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

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

5.20 Living Wage Ordinance

Contractor is considered "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and therefore is required to pay its covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Attachment F; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

Jane Kupersmith, Vice President

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

MOORES PIKE SE/PARK TRAIL IMPROVEMENTS

This project shall include but not limited to, the realignment of Renwick Trail, extending a culvert and moving the trail South with new asphalt, 3 new trees and adding a 2ft stone shoulder to a section of East Moores Pike.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below*:

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

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

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

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

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ATTACHMENT 'E'

"Unit Prices"

Line Item	Item	Description	Quantity	Unit	Unit Cost	Total
1	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$7,500.00	\$7,500.00
2	109-08359	LIQUIDATED DAMAGES	0	LS	\$0.00	\$0.00
3	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$5,350.00	\$5,350.00
4	201-52370	CLEARING RIGHT OF WAY	1	LS	\$4,650.00	\$4,650.00
5	202-02241	PAVEMENT REMOVAL, MODIFIED	194	SYS	\$17.00	\$3,298.00
6	202-02271	HEADWALL, REMOVE	1	LS	\$3,800.00	\$3,800.00
7	203-02070	BORROW	350	CYS	\$41.50	\$14,525.00
8	205-12616	STORM WATER MANAGEMENT	1	LS	\$10,500.00	\$10,500.00
9	301-12234	COMPACTED AGGREGATE NO. 53	40	CYS	\$120.00	\$4,800.00
10	401-07425	HMA, TYPE B, 2, 64, BASE, 19.0 MM	20	TON	\$245.00	\$4,900.00
11	401-07326	HMA, TYPE B, 2, 64, SURFACE, 9.5MM	13	TON	\$320.00	\$4,160.00
13	616-06406	RIPRAP, REVETMENT	19	TON	\$58.00	\$1,102.00
14	622-09775	TREE WELL RETAINING WALL	6	CYS	\$1,875.00	\$11,250.00
15	621-04978	SEED MIXTURE, WITH STRAW MULCH	590	SYS	\$5.50	\$3,245.00
16	621-02770	EROSION CONTROL BLANKET	300	SYS	\$5.40	\$1,620.00
17	621-06570	TOPSOIL	98	CYS	\$61.00	\$5,978.00
18	622-05650	PLANT, DECIDUOUS TREE, SINGLE STEM, OVER 2 IN. TO 2.5 IN.	3	EACH	\$900.00	\$2,700.00
12	714-09971	CULVERT HEADWALL, CAST-IN-PLACE REINFORCED CONCRETE	6	CYS	\$2,500.00	\$15,000.00
19	715-05118	PIPE - TYPE 1, CIRCULAR 12" DIA	58	LFT	\$80.00	\$4,640.00
20	715-05248	PIPE - TYPE 1, DEFORMED 71" X 47"	40	LFT	\$430.00	\$17,200.00
21	720-45030	INLET, E7	2	EACH	\$3,600.00	\$7,200.00
22	802-02158	SIGN PANEL, REMOVE AND REINSTALL	1	EACH	\$2,000.00	\$2,000.00
23	801-06775	MAINTAINING TRAFFIC	1	LS	\$6,750.00	\$6,750.00
		Total				\$142,168.00



Board of Public Works Staff Report

Project/Event:	Atlantic Engineering Group (AEG)
Staff Representative:	Alex Gray
Petitioner/Representative:	Bret Simons
Date:	December 5 th , 2023

Report: AEG is requesting lane closures and sidewalk closures in multiple locations of their project work areas. This request is to accommodate work on fiber installation via boring and aerial fiber installation. The traffic control would be in place from December 8th through the end of project, which we're estimating to be 4 weeks per project area.

AEG has supplied various maintenance of traffic plans for all work. They are also placing door hangers for public notice to property owners about scope of their work and contact information for if there are any issues. (see packet for details).

AEG is requesting for 3 area projects to be granted through this BPW meeting. The following area includes...

N Grant St	This will include aerial and underground fiber placement and will consist of the areas between E 8 th St through E 10 th St between N Walnut St and N Grant St.
E 19 th St	This will include aerial and underground fiber placement and will consist of the areas between E 20 th St through E 17 th St and between N Walnut St and N Lincoln St.
W Hoosier Court Ave	This will include aerial and underground fiber placement and will consist of the areas along W Arlington Rd, W Gourley Pike, N Kinser Pike, W Brookdale Rd, N College Ave, and W 17 th St.



P.O. Box 349 | Buford, Georgia 30515
Main Office: (706)654-2298
www.aeg.cc

To: City of Bloomington – Engineering Department
Subject: City of Bloomington Right of Way Application

Dear Board Members,

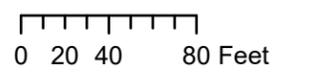
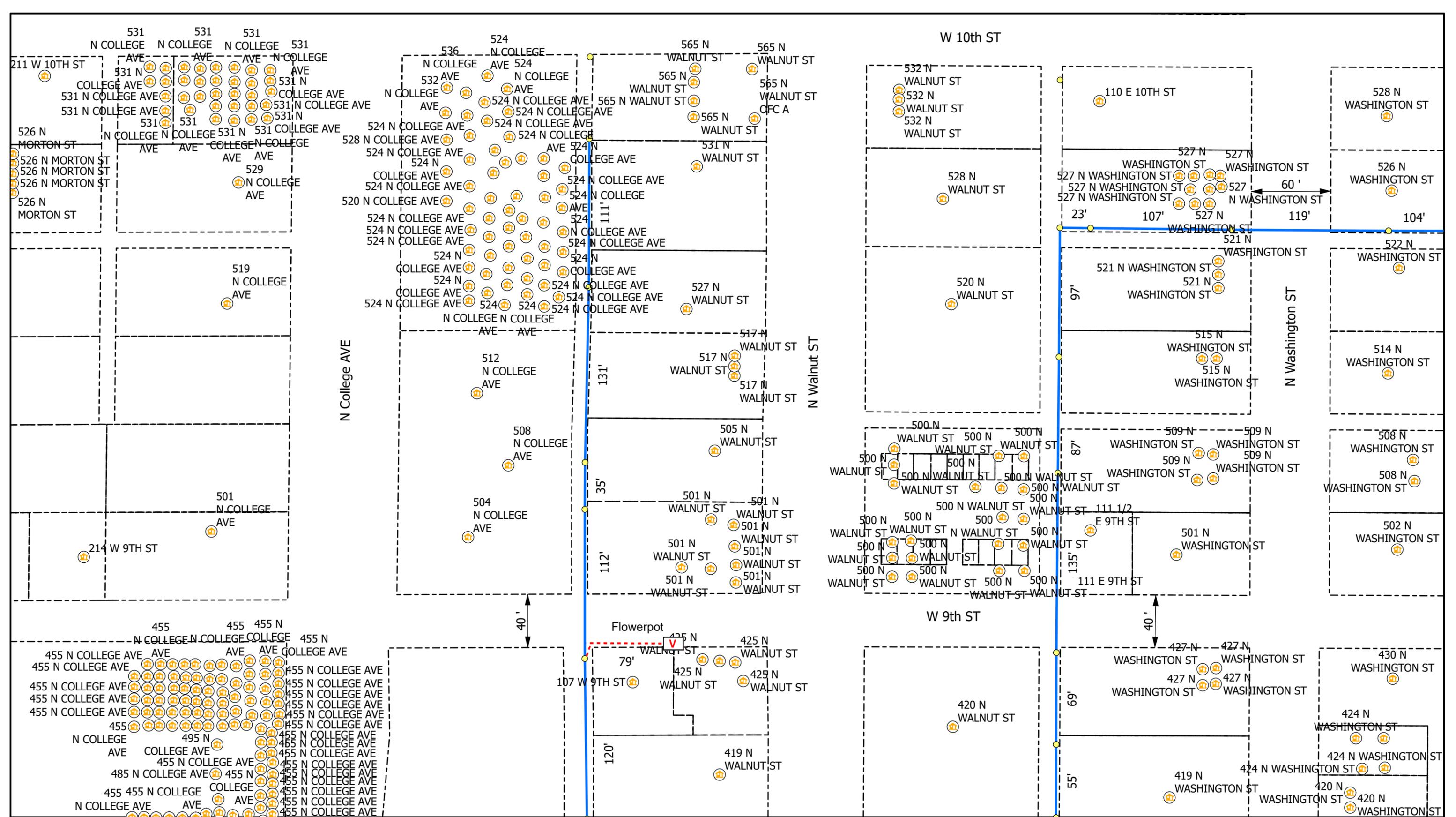
Atlantic Engineering Group is planning a large FTTH project across the entire City of Bloomington. This work will take place at different locations throughout the year. In order to facilitate these upcoming projects, AEG is respectfully requesting access to the ROW as planned out in the submitted permits.

Weekday hours will be from 8-4pm. Hours Saturday will be from 8-3pm. This will only be restoration, splicing and/or cable pulling. School zone hours will be from 8:30-2:30pm.

Traffic control plans will be attached to each permit. No long-term road closures or sidewalk closures are expected. Signs and flaggers will be present when needed and move with the project as it moves throughout the city. The areas will all be identified on the plans we submit to the city's Engineering Department.

Proper door hangers will be placed prior to the construction starting in a particular area. The door hangers will provide information about the construction and contact information if any issues arise.

Bret Simons
Engineering Project Coordinator
Atlantic Engineering Group



Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Risers
- Address
- Anchor
- Sidewalk
- Bloomington_Parcels
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

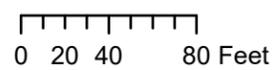
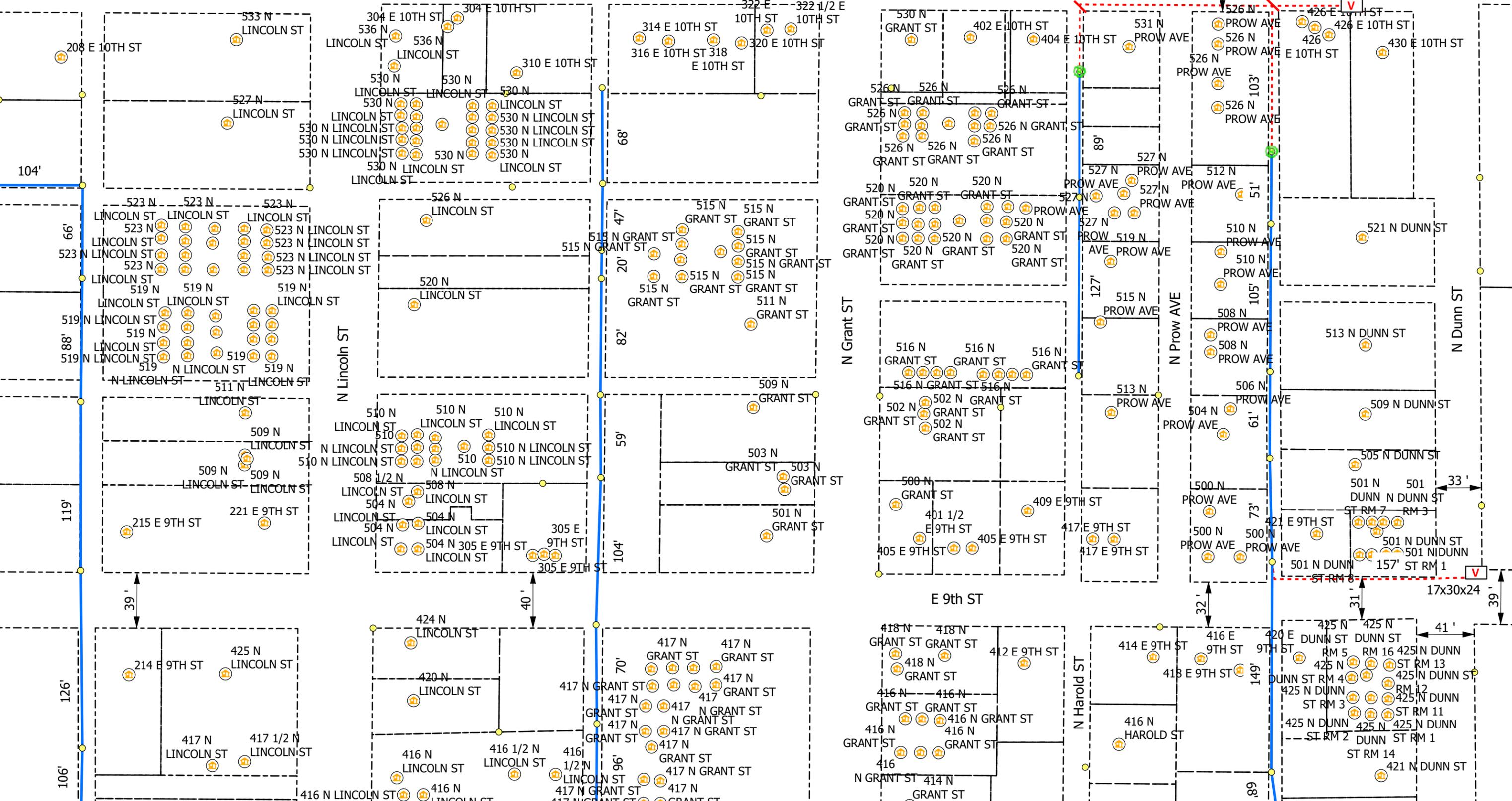


E 10th ST

184'

57'

Flowerpot



Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- ⊕ Risers
- ⊙ Address
- Y Anchor
- ↖ Sidewalk
- Bloomington_Parcels
- Grids

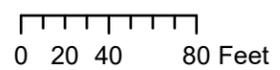
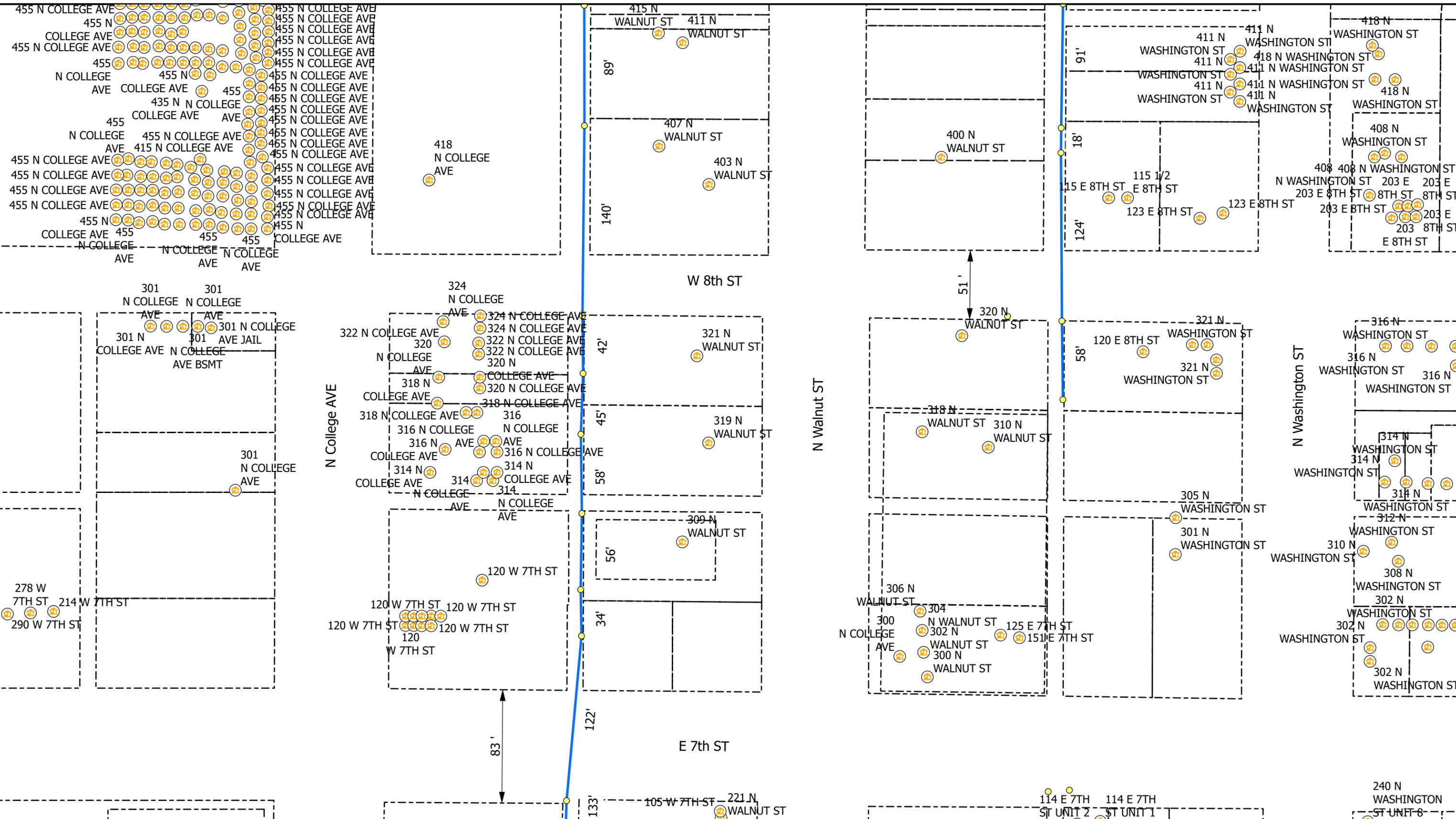
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- ⊕ Risers
- ⬆ Sidewalk
- V Vaults
- Ⓜ Address
- Bloomington_Parcels
- Overhead Strand
- Y Anchor
- Grids
- Conduit

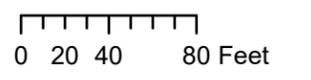
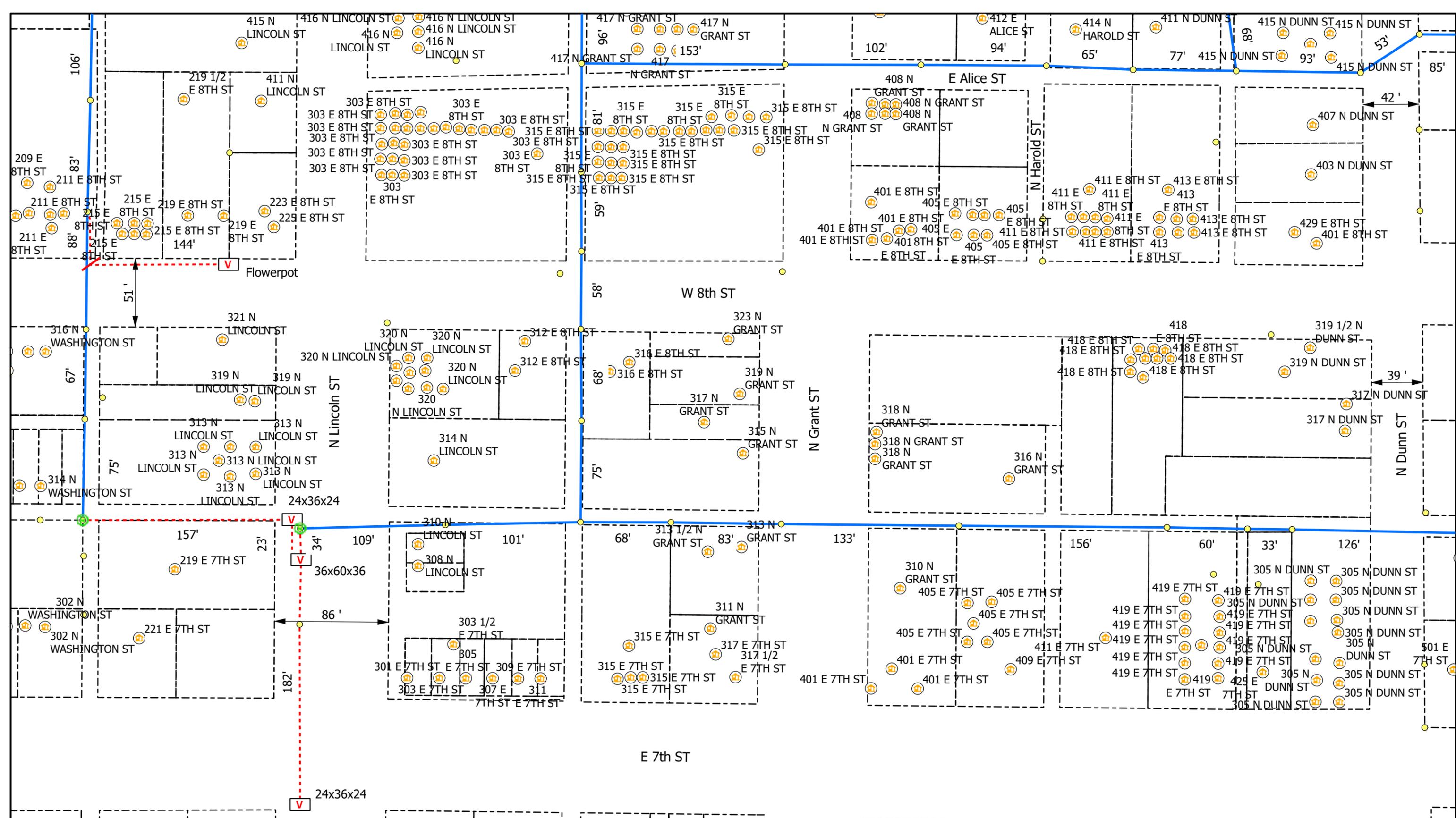
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Risers
- Vaults
- Overhead Strand
- - - Conduit
- 🏠 Address
- Y Anchor
- ↖ Sidewalk
- Bloomington_Parcels
- Grids

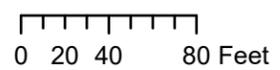
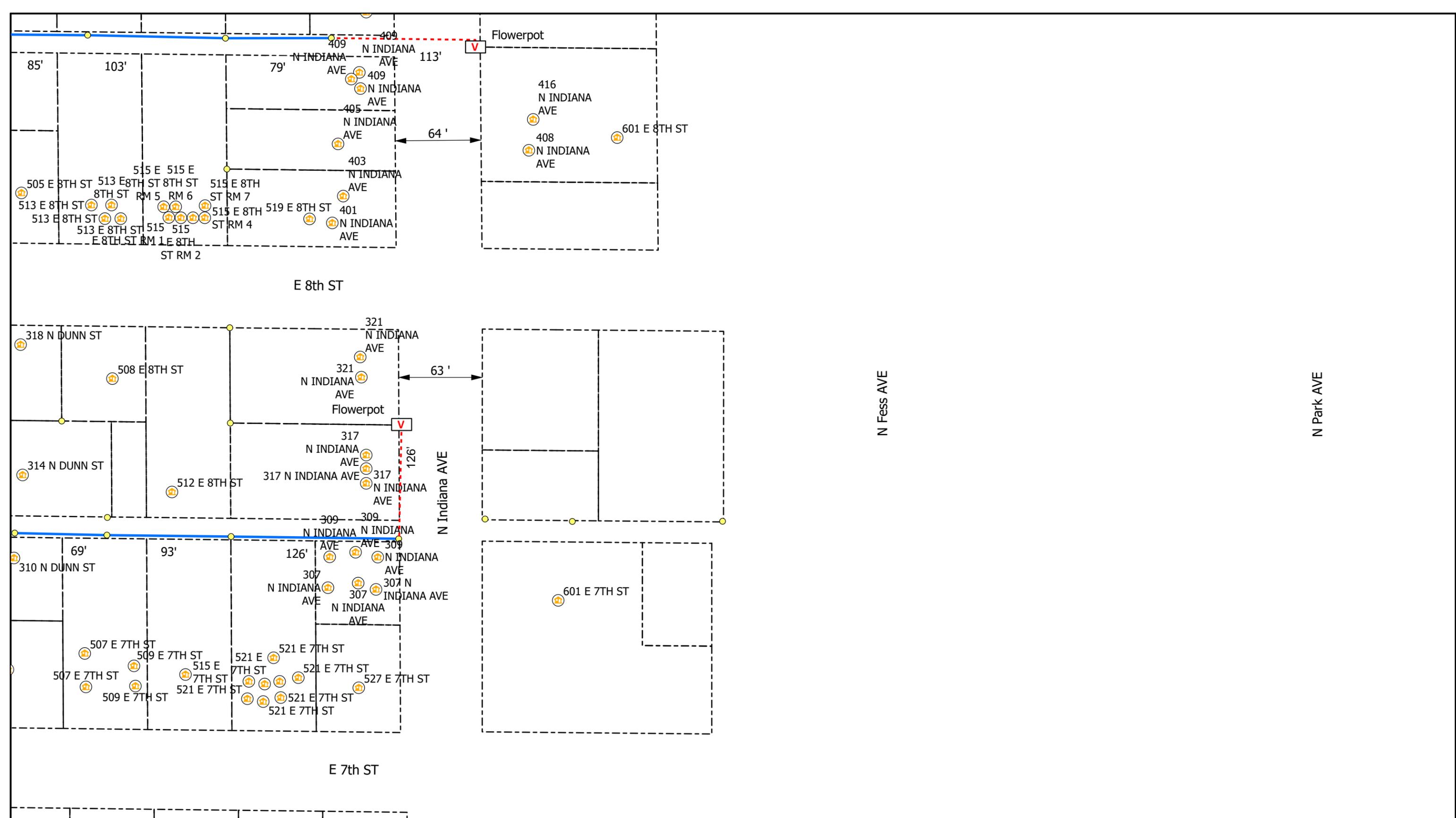
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- R Risers
- A Address
- Y Anchor
- └─ Sidewalk
- Bloomington_Parcels
- Grids

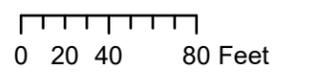
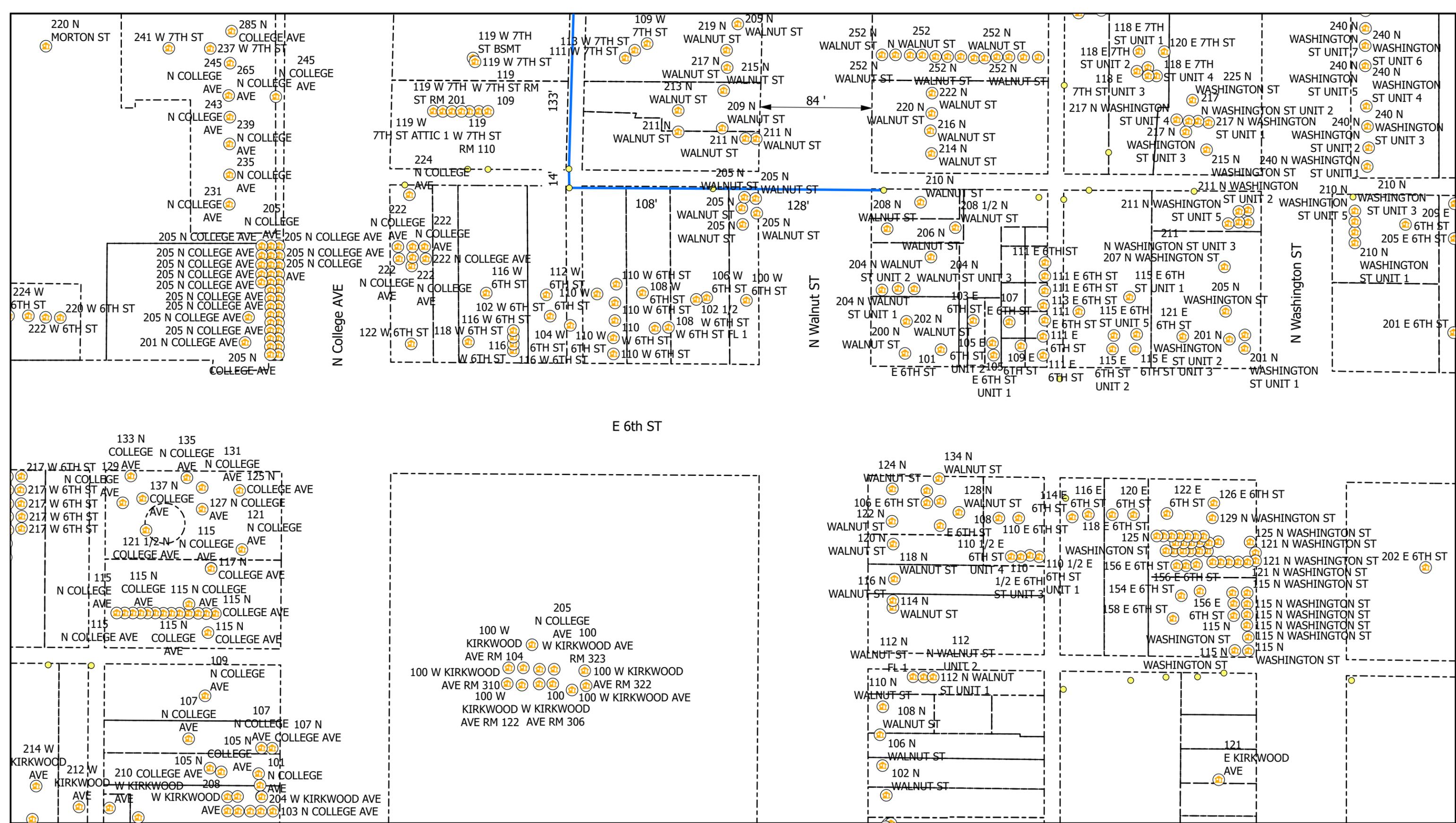
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Ⓡ Risers
- Ⓜ Address
- Y Anchor
- ↖ Sidewalk
- Bloomington_Parcels
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



Carlton® PV-Mold® Nonmetallic Pole Riser System

Carlton PV-Mold is a nonmetallic pole riser system designed to protect communications power cable installed on poles.

Features:

- Meets or exceeds requirements outlined in the National Electric Safety Code (NESC).
- Designed in accordance with NEMA TC-19 specifications.
- Ultraviolet, cold temperature and corrosive atmosphere resistant.
- Schedule 40 wall meets Schedule 80 PVC conduit impact requirements per NEMA TC-19.
- No grounding required.
- Belled end fits over each added section or conduit.
- Flame retardant.
- Requires no maintenance.
- PV-Mold acts as an insulator against electrical shock.
- Interchangeable parts and accessories to match the needs of specific requirements.

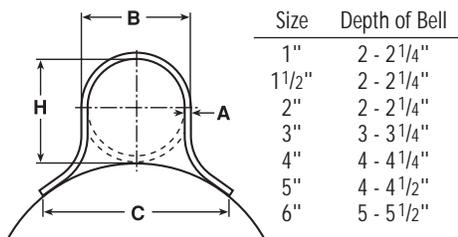


Steel U-Guard requires grounding strapping and does not have belled ends.



PV-Mold has belled ends, flanged design and does not require grounding.

Flanged Overall Length 10 Feet, Including Bell

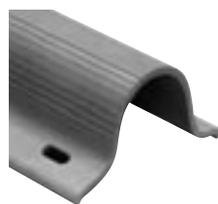


Slots are 1/2" from side to side, and allow for expansion and contraction.

Slot Dimensions: for sizes 2" through 6" are 5/16" wide, 3/4" long.

Slot Dimensions: for 1" and 1 1/2" are 3/16" wide, 3/4" long.

Slot Spacing: 18" from center, beginning 6" from end.



Standard Duty

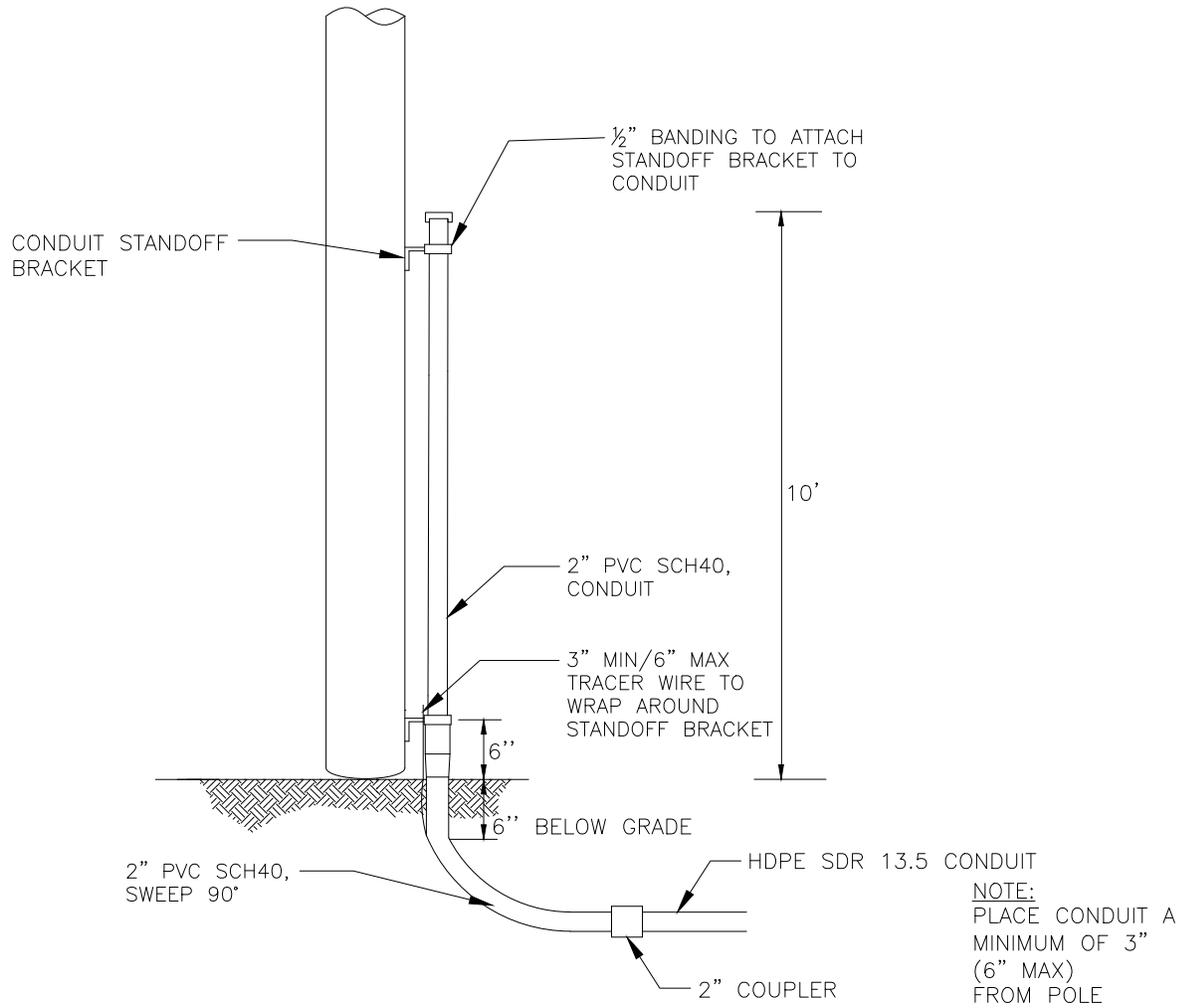
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	3"	66	761	0.150"	3 1/2"	6"	3 1/2"	110 Ft.-Lbs.
59213X (5' length)	3"	66	381	0.150"	3 1/2"	6"	3 1/2"	100 Ft.-Lbs.
59215N	4"	65	910	0.150"	4 1/2"	6 1/2"	4 1/2"	110 Ft.-Lbs.
59216N	5"	30	515	0.150"	5 1/2"	7 1/2"	5 1/2"	110 Ft.-Lbs.

Heavy Duty Schedule 40

59010N	1 1/2"	200	1142	0.145"	1 29/32"	3 1/2"	1 29/32"	100 Ft.-Lbs.
59011N	2"	136	1214	0.154"	2 3/8"	4 1/2"	2 3/8"	150 Ft.-Lbs.
59013N	3"	66	937	0.216"	3 1/2"	6"	3 9/32"	150 Ft.-Lbs.
59015N	4"	65	1621	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59015X (5' length)	4"	65	707	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59016N	5"	30	870	0.258"	5 1/2"	7 1/2"	5 1/2"	260 Ft.-Lbs.
59017N	6"	30	1160	0.280"	6 5/8"	8 3/4"	6 5/8"	260 Ft.-Lbs.

Extra Heavy Duty Schedule 80

59411N	2"	136	1549	0.218"	2 3/8"	4 1/2"	2 3/8"	300 Ft.-Lbs.
59413N	3"	66	1495	0.030"	3 1/2"	6"	3 1/2"	525 Ft.-Lbs.



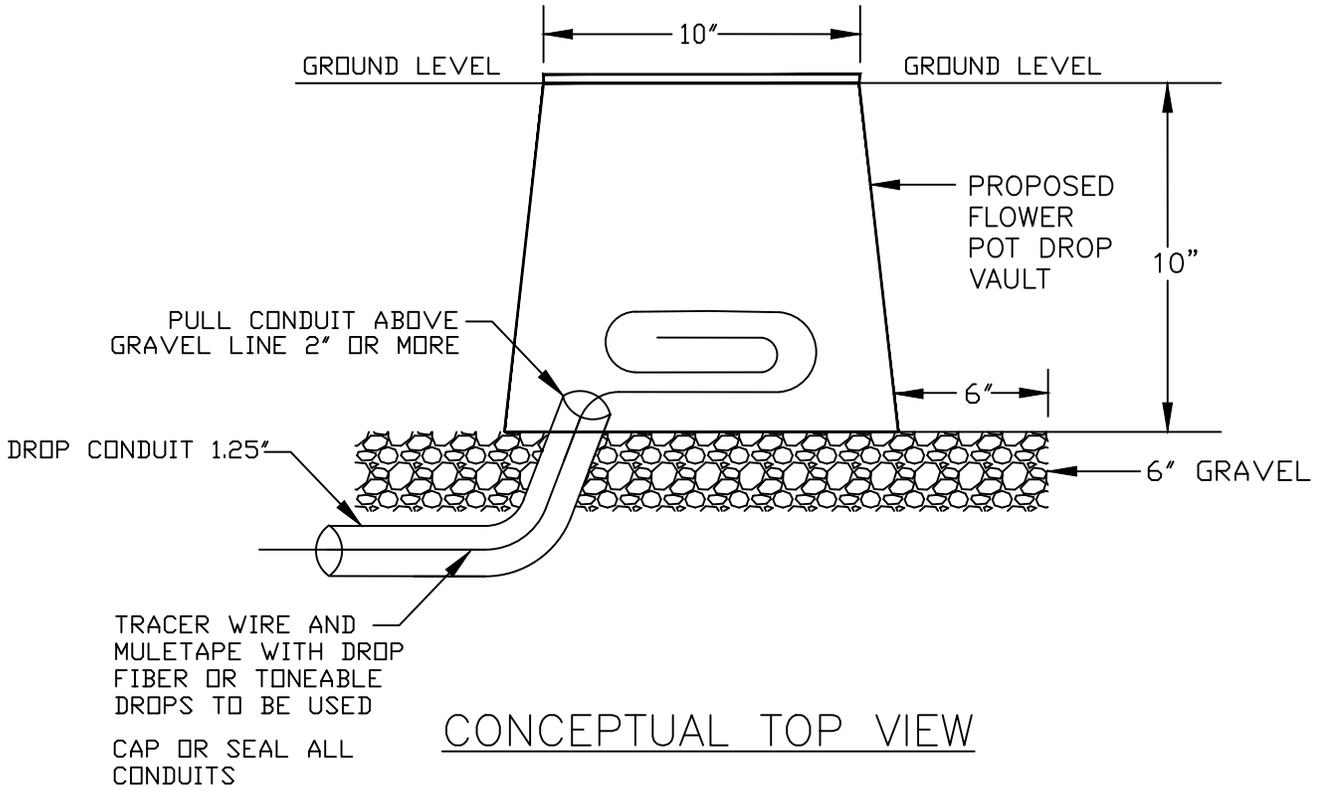
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



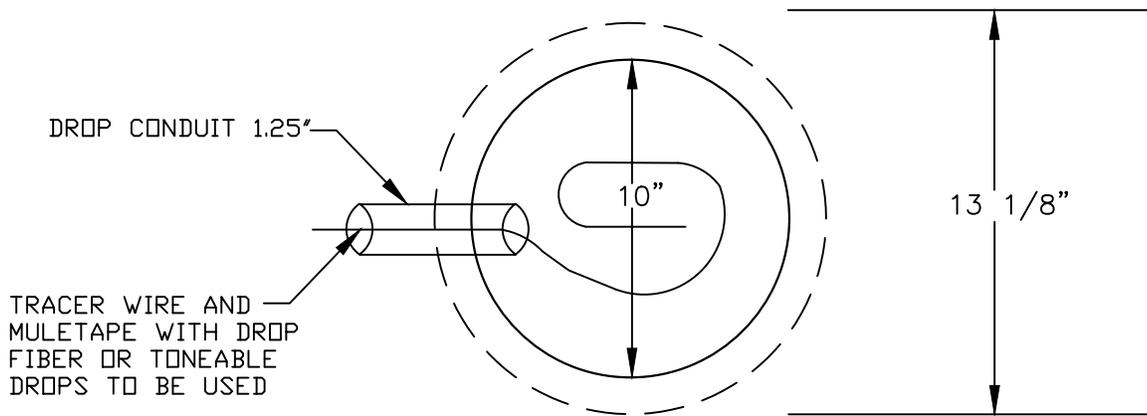
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

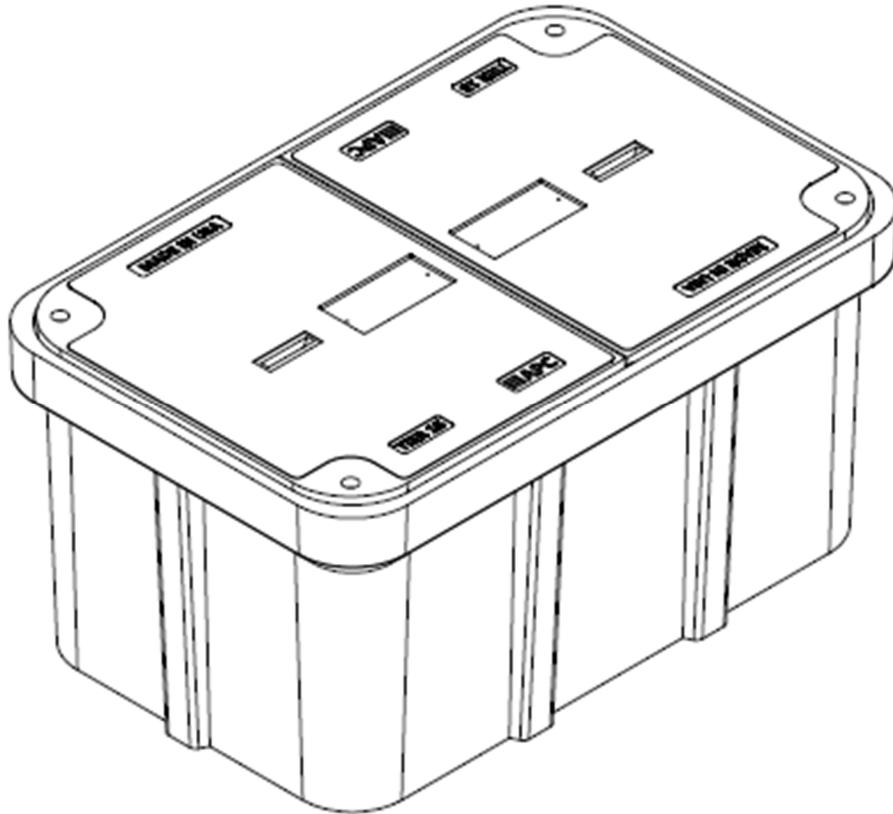


FLOWER POT

30"x48" PC UNIT, 2PC TIER 15/22
 18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	30"x48"x18"	Tier 15	P304818HU15...	460 lbs.
PC Unit – TIER 22	30"x48"x18"	Tier 22	P304818HU22...	525 lbs.
PC Unit – TIER 15	30"x48"x24"	Tier 15	P304824HU15...	510 lbs.
PC Unit – TIER 22	30"x48"x24"	Tier 22	P304824HU22...	575 lbs.
PC Unit – TIER 15	30"x48"x36"	Tier 15	P304836HU15...	615 lbs.
PC Unit – TIER 22	30"x48"x36"	Tier 22	P304836HU22...	680 lbs.

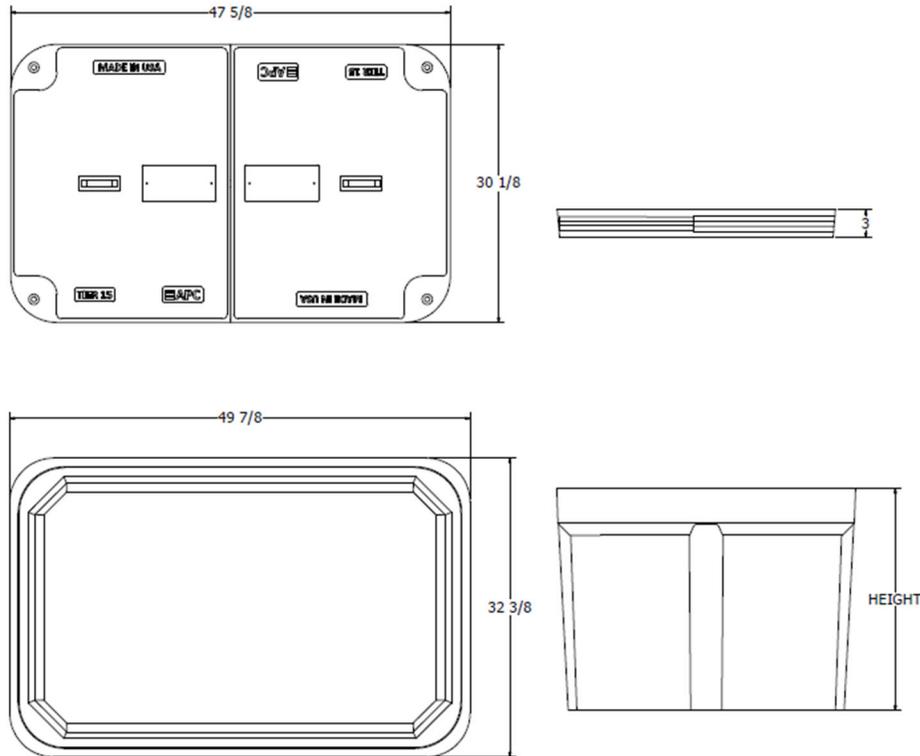


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"x48"x18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"x48"x24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	Tier 22	P304836B22	340 lbs.
Replacement Lids - T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids - T22	30"x48" (half)	Tier 22	Various	170 lbs.

Bolt options



Machine Thread



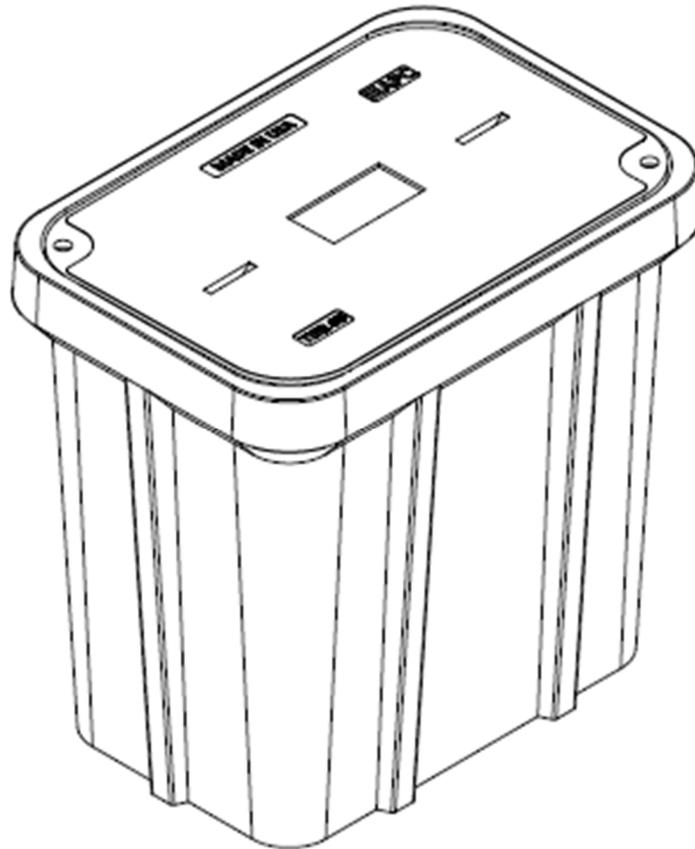
Auger Thread



24"x36" PC UNIT, TIER 15/22
 18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	24x36"x18"	Tier 15	P243618U15...	335 lbs.
PC Unit – TIER 22	24x36"x18"	Tier 22	P243618U22...	355 lbs.
PC Unit – TIER 15	24x36"x24"	Tier 15	P243624U15...	365 lbs.
PC Unit – TIER 22	24x36"x24"	Tier 22	P243624U22...	385 lbs.
PC Unit – TIER 15	24x36"x30"	Tier 15	P243630U15...	395 lbs.
PC Unit – TIER 22	24x36"x30"	Tier 22	P243630U22...	415 lbs.
PC Unit – TIER 15	24x36"x36"	Tier 15	P243636U15...	425 lbs.
PC Unit – TIER 22	24x36"x36"	Tier 22	P243636U22...	445 lbs.

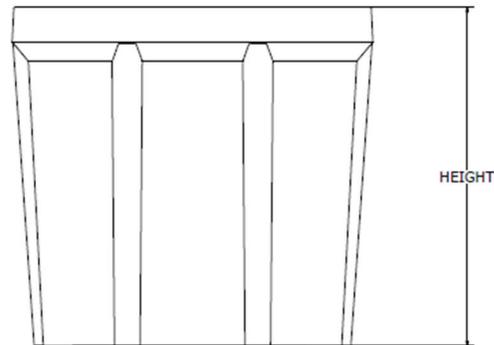
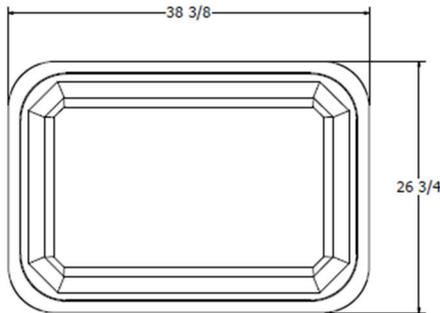
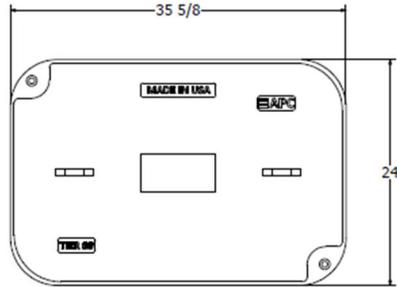


24"x36" PC UNIT, TIER 15/22

18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"x36"x18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"x36"x24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"x36"x30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"x36"x36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"x36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"x36"	Tier 22	Various	190 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

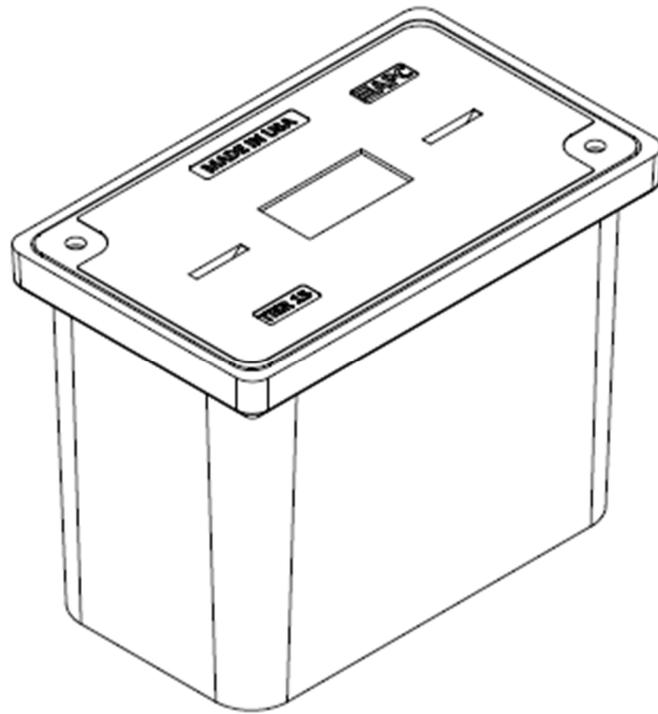


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	17"x30"x12"	Tier 15	P173012U15...	138 lbs.
PC Unit – TIER 22	17"x30"x12"	Tier 22	P173012U22...	147 lbs.
PC Unit – TIER 15	17"x30"x18"	Tier 15	P173018U15...	172 lbs.
PC Unit – TIER 22	17"x30"x18"	Tier 22	P173018U22...	181 lbs.
PC Unit – TIER 15	17"x30"x24"	Tier 15	P173024U15...	192 lbs.
PC Unit – TIER 22	17"x30"x24"	Tier 22	P173024U22...	201 lbs.
PC Unit – TIER 15	17"x30"x30"	Tier 15	P173030U15...	217 lbs.
PC Unit – TIER 22	17"x30"x30"	Tier 22	P173030U22...	226 lbs.

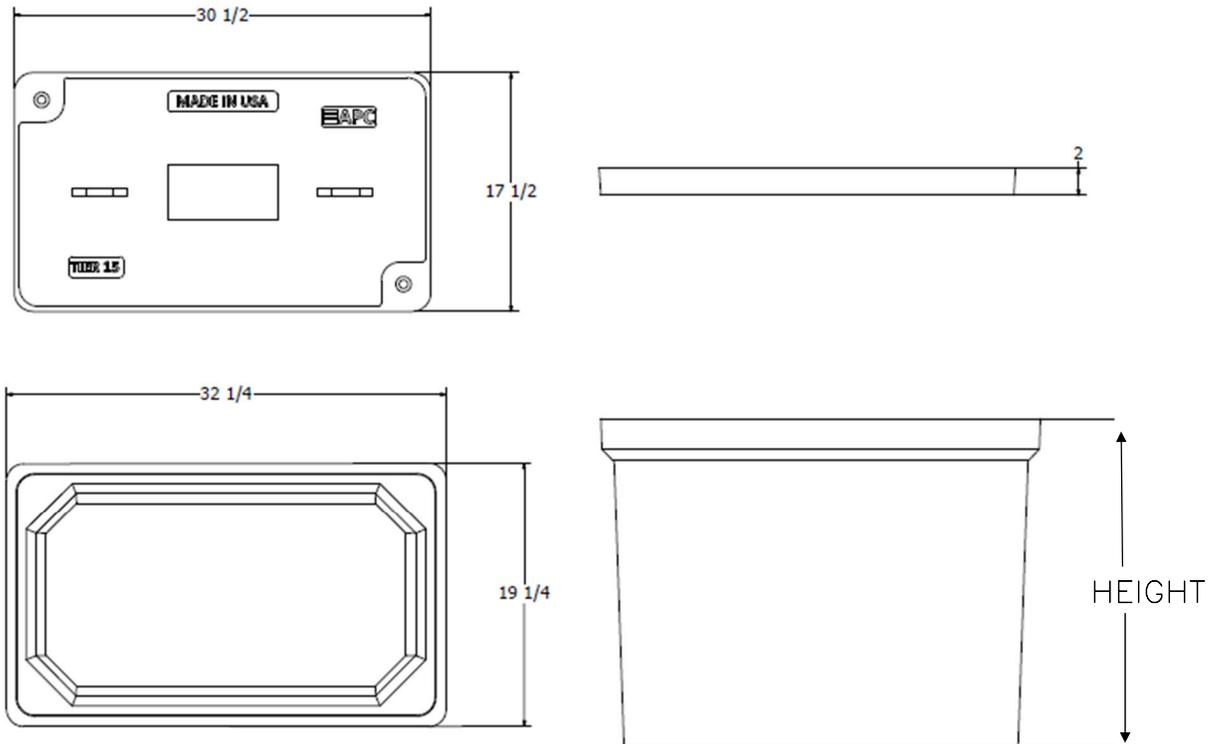


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"X12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"X18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"X24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"X30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



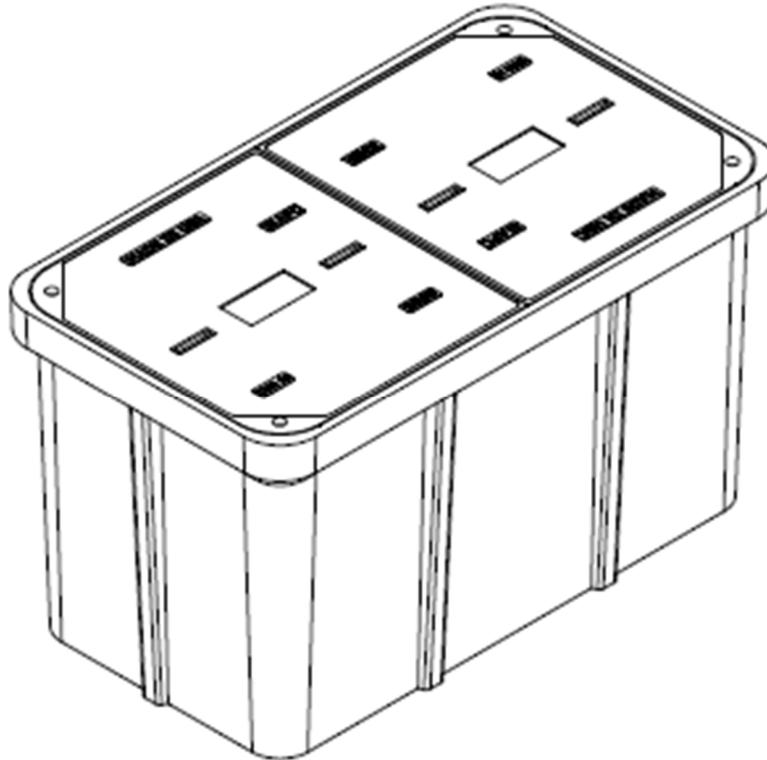
Auger Thread



33"x60" PC UNIT, 2PC TIER 15/22
36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	33"x60"x36"	Tier 15	P336036U15...	930 lbs.
PC Unit - TIER 22	33"x60"x36"	Tier 22	P336036U22...	1030 lbs.

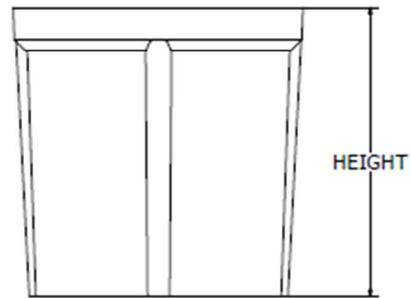
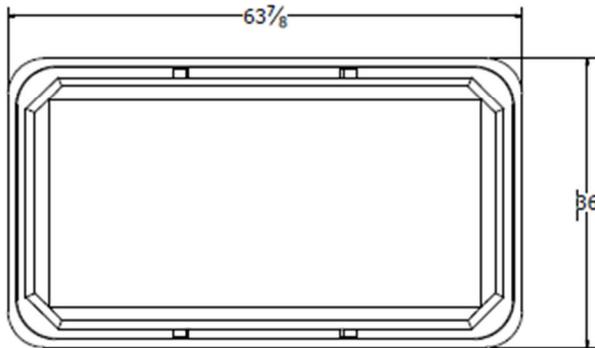
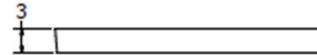
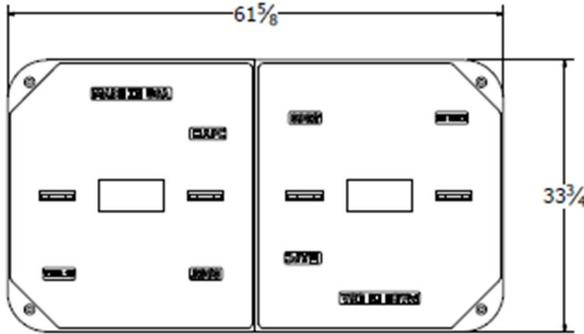


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"x60"x36"	Tier 22	P336036B22	530 lbs.
Replacement Lids - T15	33"x60" (half)	Tier 15	Various	200 lbs.
Replacement Lids - T22	33"x60" (half)	Tier 22	Various	250 lbs.

Bolt options

Hex Head



Machine Thread

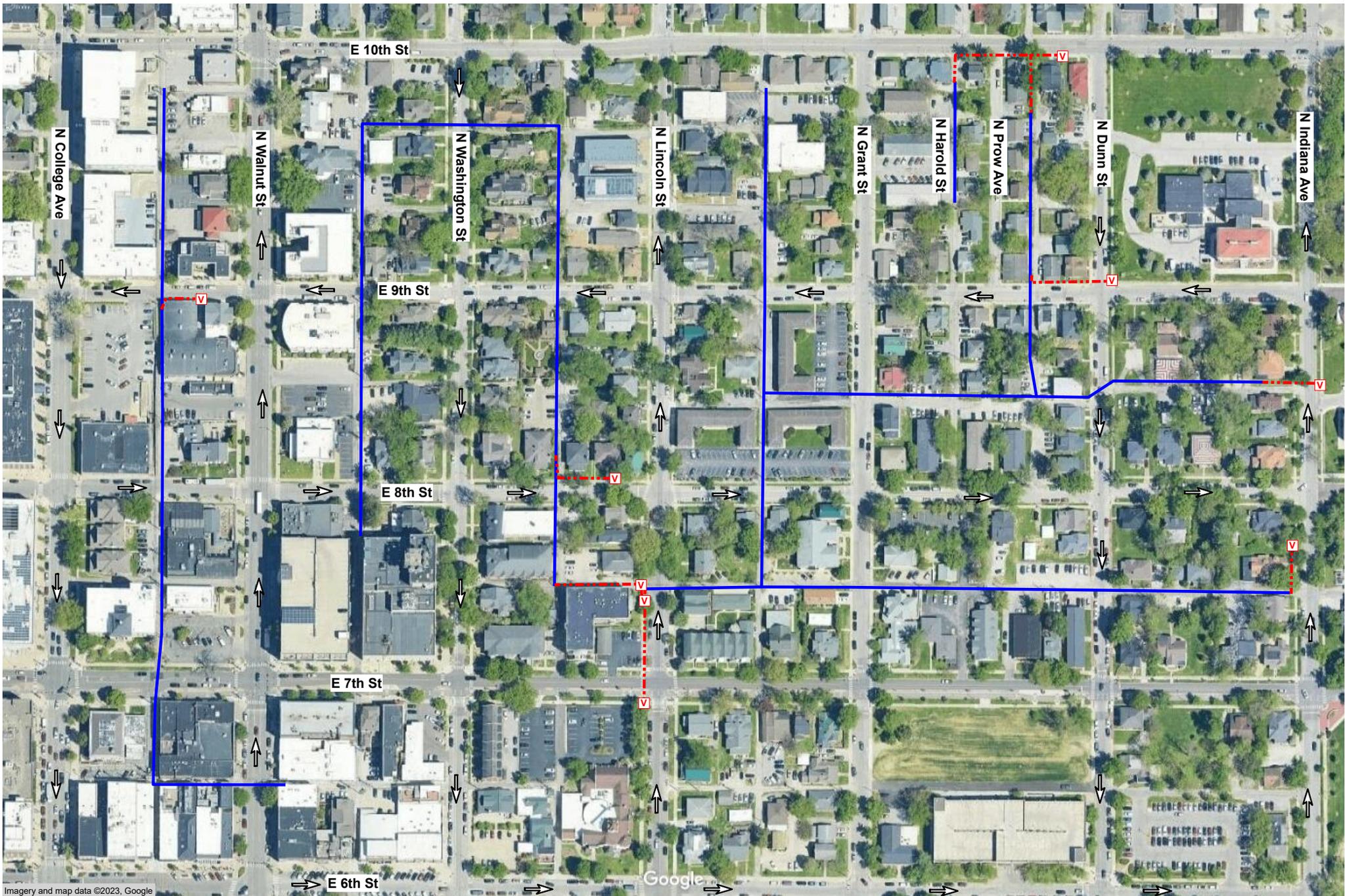


Penta Head



Auger Thread





Spacing Charts Based on MUTCD Must be Approved by an Engineer

Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.		CHANNELIZING SPACING, FT.	
	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120

Urban Low Speed - 100 FT

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLN01b-F17_Grant St TCP2

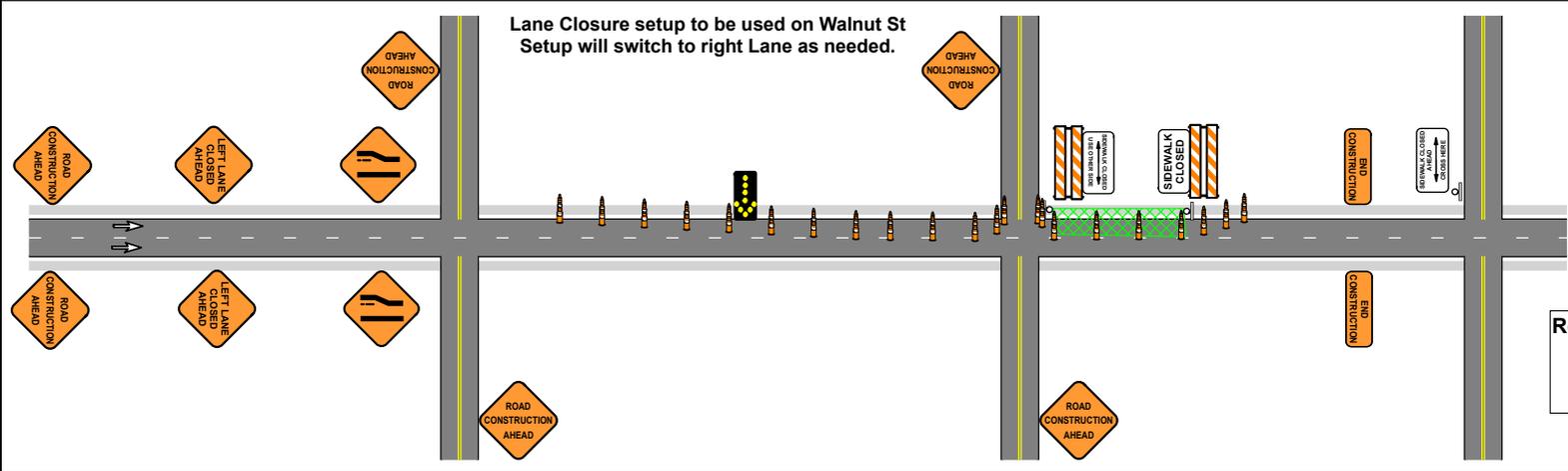
Signature: _____
Company: _____

Date: 11/3/2023 **Project:** BLN01b-F17_Grant St TCP2 :
: **Traffic Control Suggestion For:** AEG :
By: Road Runner Safety Services, Inc. : Nathan

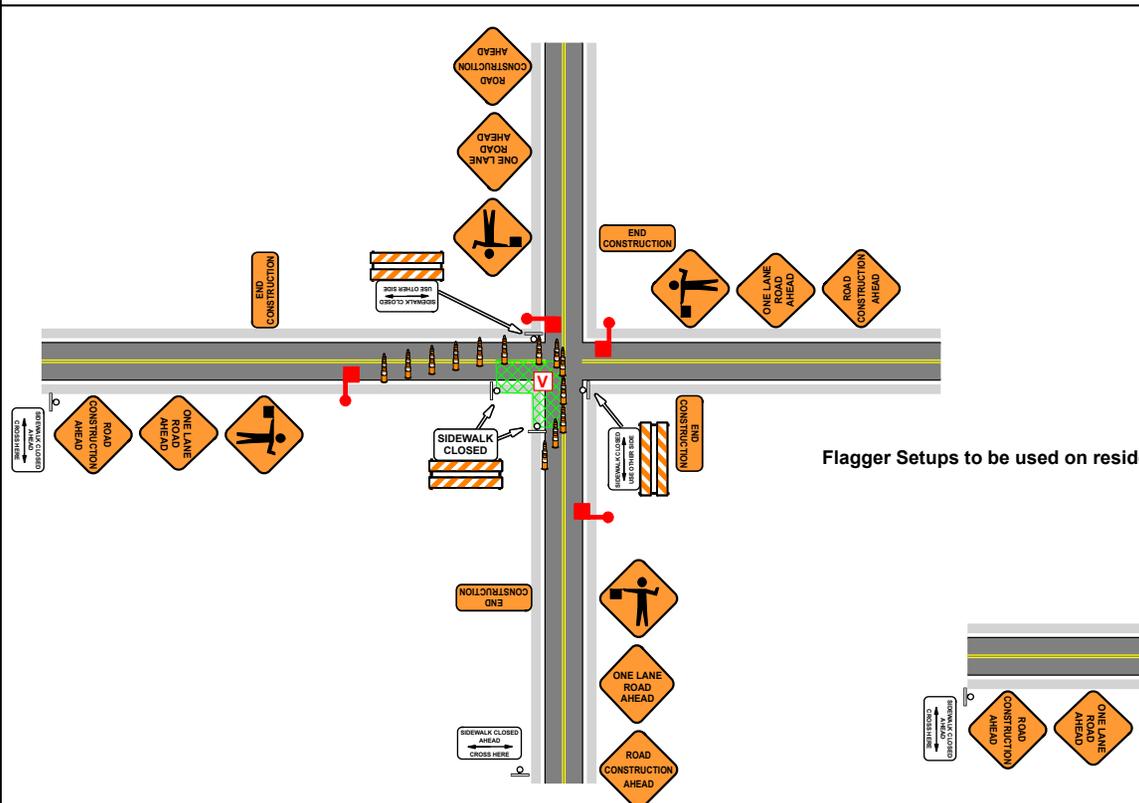
Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.



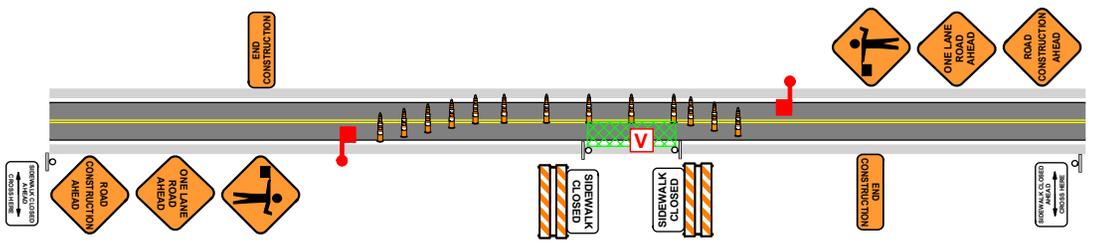
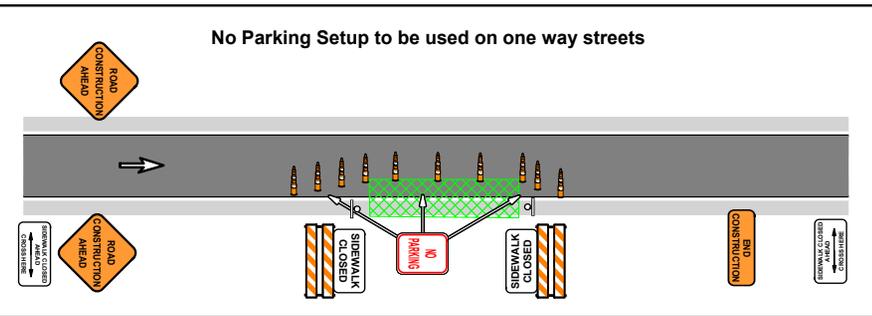
- Legend**
- ADA Barricade
 - Arrow Board
 - Channelizer
 - Flagger (Person)
 - Sign
 - Work Area



Road Construction Ahead signs to be placed on all side streets within work area. Sidewalk Closed Ahead Cross Here signs to be placed at nearest crossing.



Flagger Setups to be used on residential 2 way streets.





CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ROW EXCAVATION ROW USE

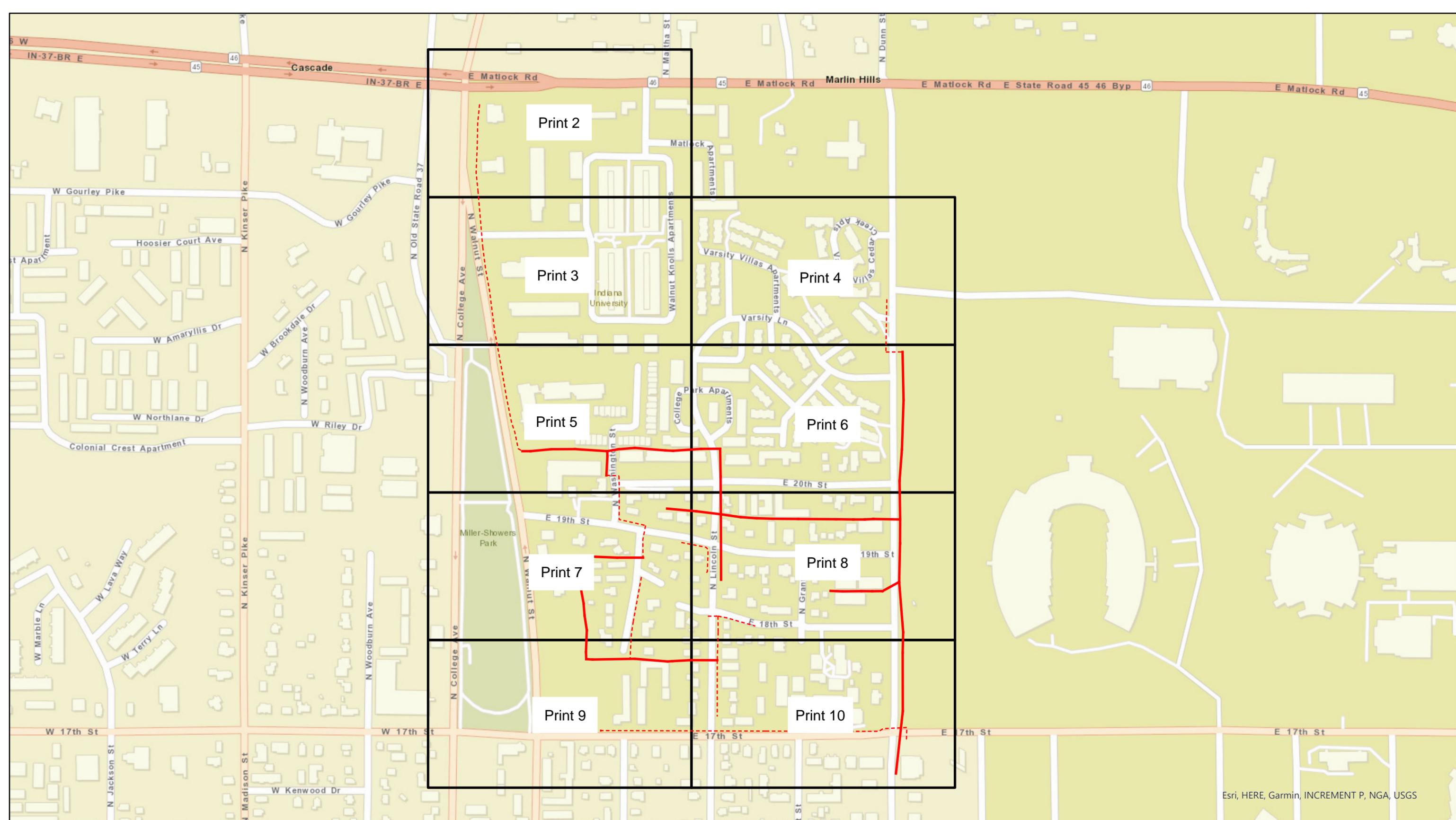
ADDRESS OF ROW ACTIVITY: _____

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: _____		<input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: _____		<input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: _____		<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: _____		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: _____			
24-HR EMERGENCY CONTACT NAME: _____		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR CONTACT PHONE #: _____		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #: TB5-691-473497-082 COMPANY: ACORD		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND#: _____ COMPANY: _____		PROJECT NAME: _____	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: _____	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: _____	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: _____	
COMPANY NAME: _____		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
B. WORK DESCRIPTION:		G. EXCAVATIONS:	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____		SQ FT OF PAVEMENT* EXCAVATIONS : _____	
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
C. RIGHT OF WAY TO BE USED/CLOSED:		SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____	
STREET NAME 1: _____		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: _____		LINEAL FT OF BORE*: _____	
2ND INTERSECTING STREET NAME: _____		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		# OF POLE INSTALLATIONS/REMOVAL: _____	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: _____	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
2ND INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p>	
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>			
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		H. INDEMNIFICATION AGREEMENT:	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		PRINT NAME: _____	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		SIGNATURE: <u>Bret Simans</u>	
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>		DATE: _____	
REQUESTED CLOSURE HOURS: _____ AM - _____ PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

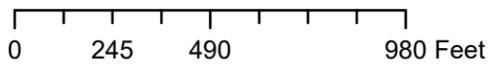


Esri, HERE, Garmin, INCREMENT P, NGA, USGS



Legend BLN01a-F02_E 19th St

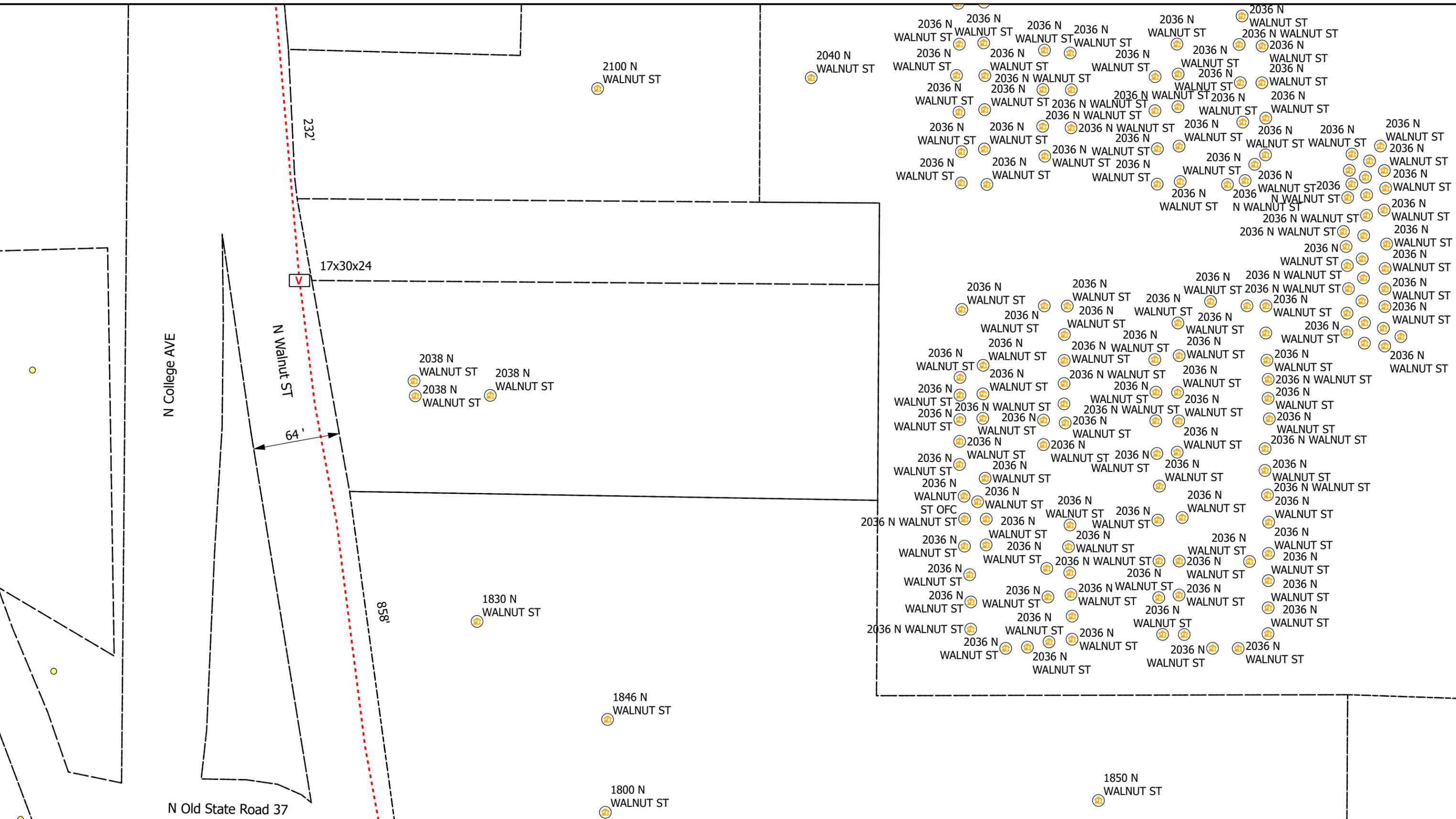
- Proposed Strand
- - - Proposed Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





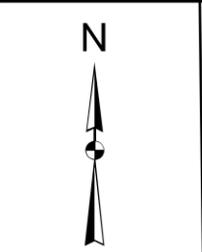
AEG

0 20 40 80 Feet

Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Risers
- Address
- Anchor
- Sidewalk
- Bloomington_Parcels
- Grids

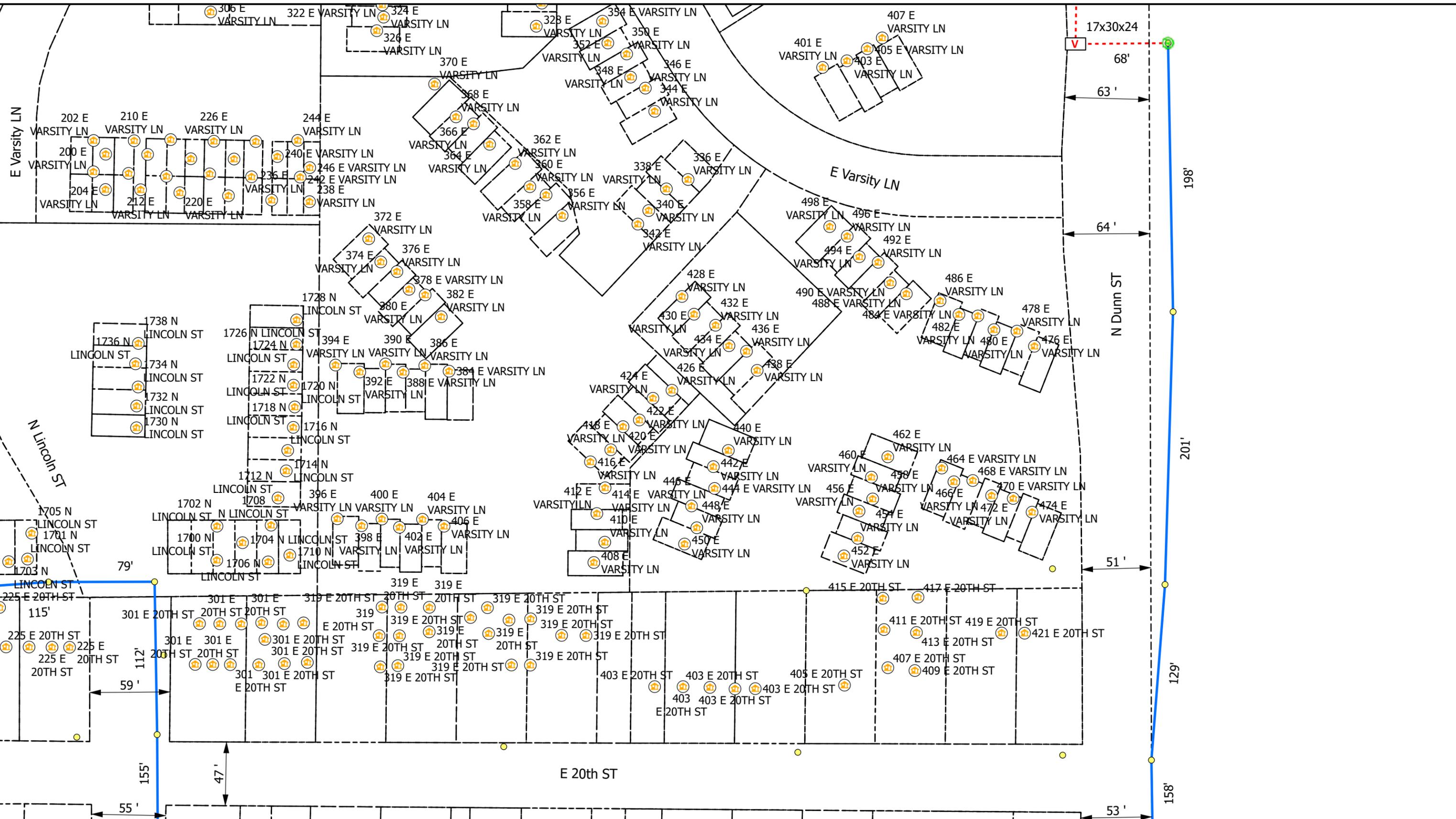
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

Print 3 of 10



- Legend**
- Poles
 - Ⓡ Risers
 - Ⓜ Sidewalk
 - V Vaults
 - Ⓜ Address
 - Bloomington_Parcels
 - Overhead Strand
 - Anchor
 - Grids
 - - - Conduit

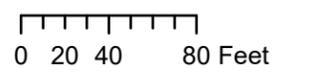
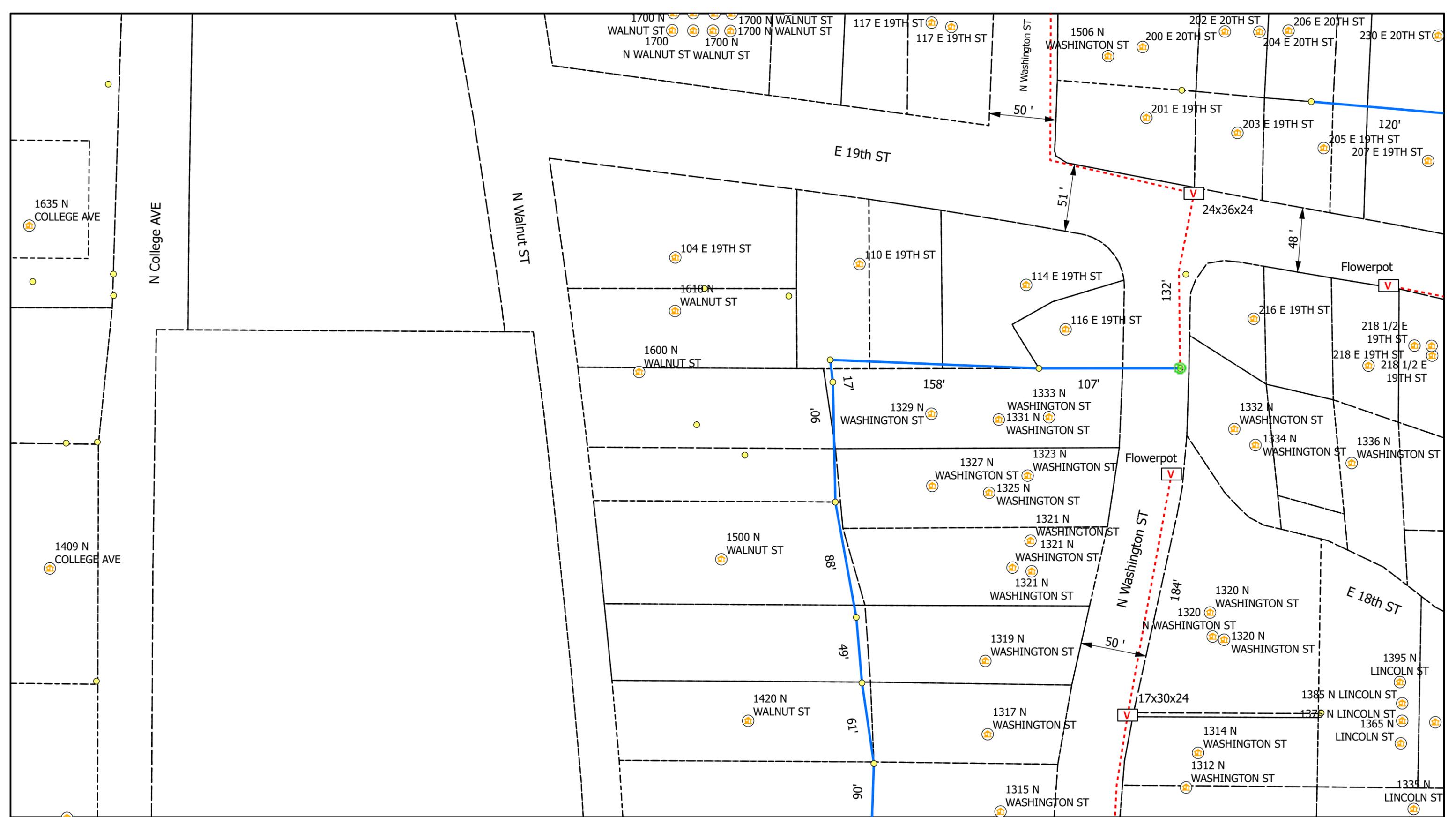
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- R Risers
- A Address
- Y Anchor
- └─ Sidewalk
- Bloomington_Parcels
- Grids

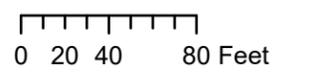
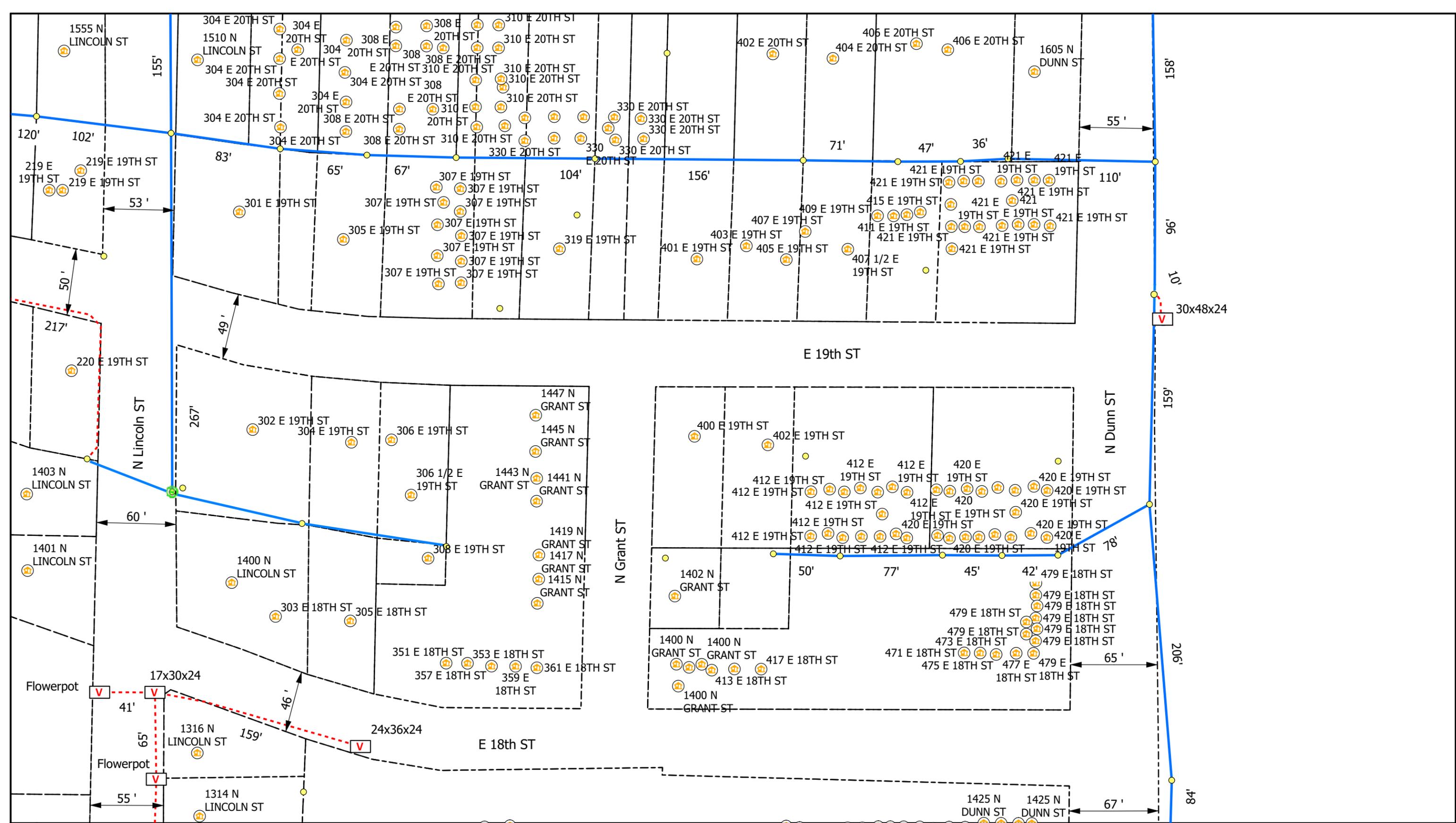
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- R Risers
- Ⓜ Address
- Y Anchor
- ↖ Sidewalk
- Bloomington_Parcels
- Grids

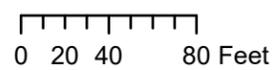
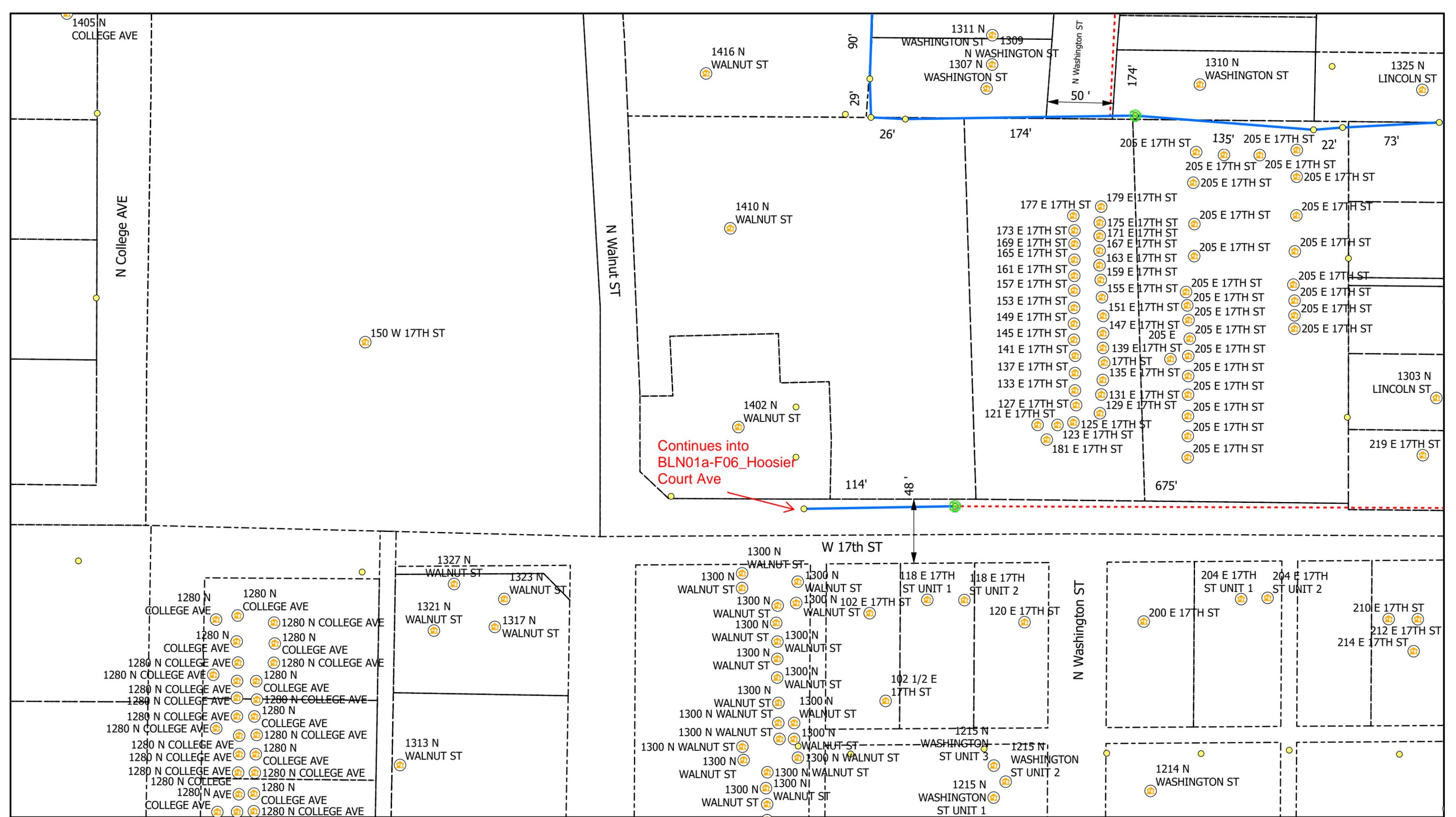
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Ⓡ Risers
- Ⓜ Address
- Y Anchor
- ↖ Sidewalk
- Bloomington_Parcels
- Grids

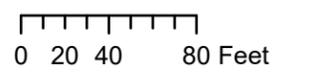
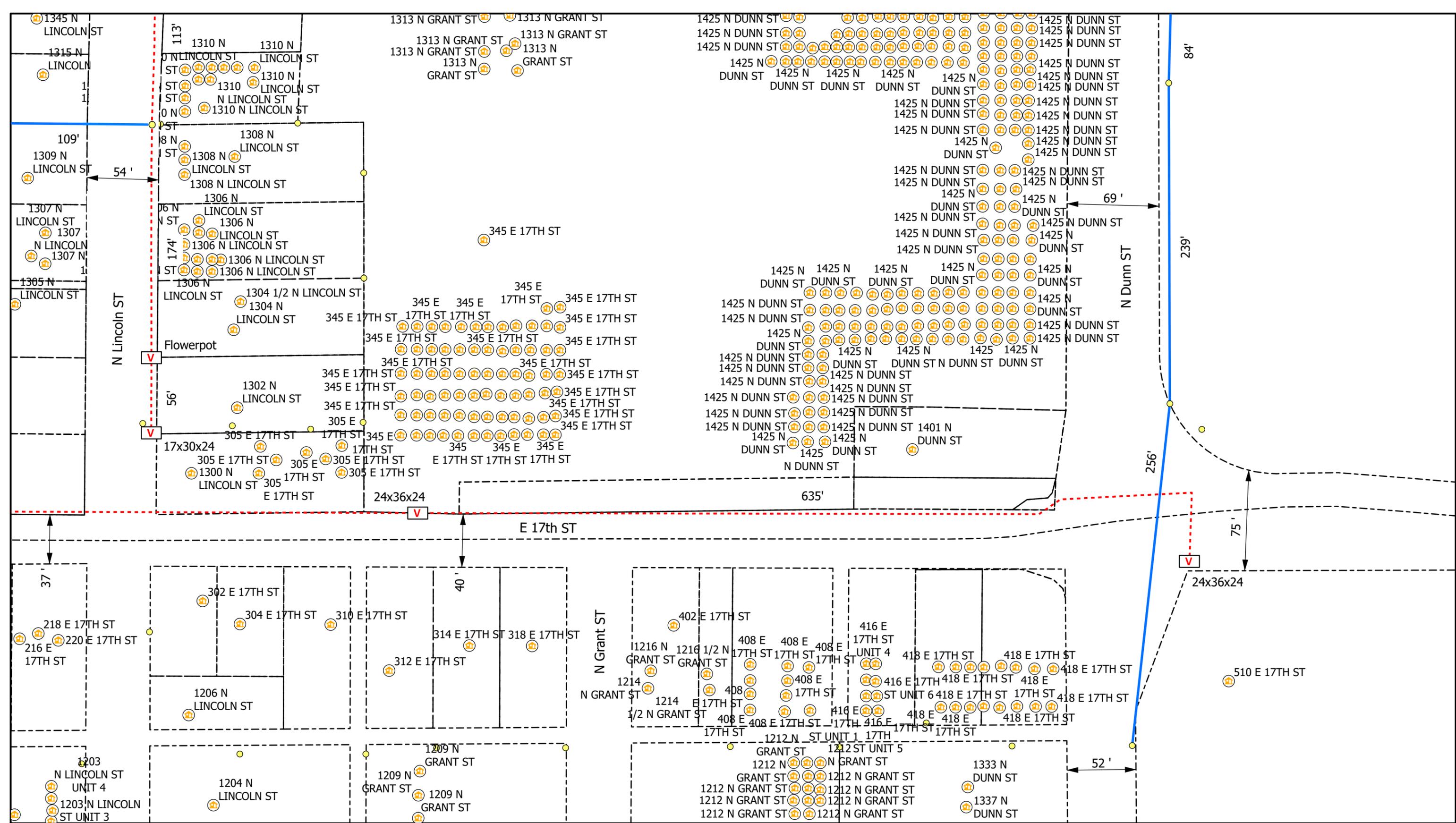
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- Ⓡ Risers
- Ⓜ Sidewalk
- V Vaults
- Overhead Strand
- - - Conduit
- Ⓜ Address
- Y Anchor
- Bloomington_Parcels
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



Carlton® PV-Mold® Nonmetallic Pole Riser System

Carlton PV-Mold is a nonmetallic pole riser system designed to protect communications power cable installed on poles.

Features:

- Meets or exceeds requirements outlined in the National Electric Safety Code (NESC).
- Designed in accordance with NEMA TC-19 specifications.
- Ultraviolet, cold temperature and corrosive atmosphere resistant.
- Schedule 40 wall meets Schedule 80 PVC conduit impact requirements per NEMA TC-19.
- No grounding required.
- Belled end fits over each added section or conduit.
- Flame retardant.
- Requires no maintenance.
- PV-Mold acts as an insulator against electrical shock.
- Interchangeable parts and accessories to match the needs of specific requirements.

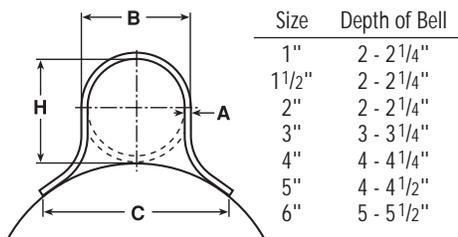


Steel U-Guard requires grounding strapping and does not have belled ends.



PV-Mold has belled ends, flanged design and does not require grounding.

Flanged Overall Length 10 Feet, Including Bell



Slots are 1/2" from side to side, and allow for expansion and contraction.

Slot Dimensions: for sizes 2" through 6" are 5/16" wide, 3/4" long.

Slot Dimensions: for 1" and 1 1/2" are 3/16" wide, 3/4" long.

Slot Spacing: 18" from center, beginning 6" from end.



Standard Duty

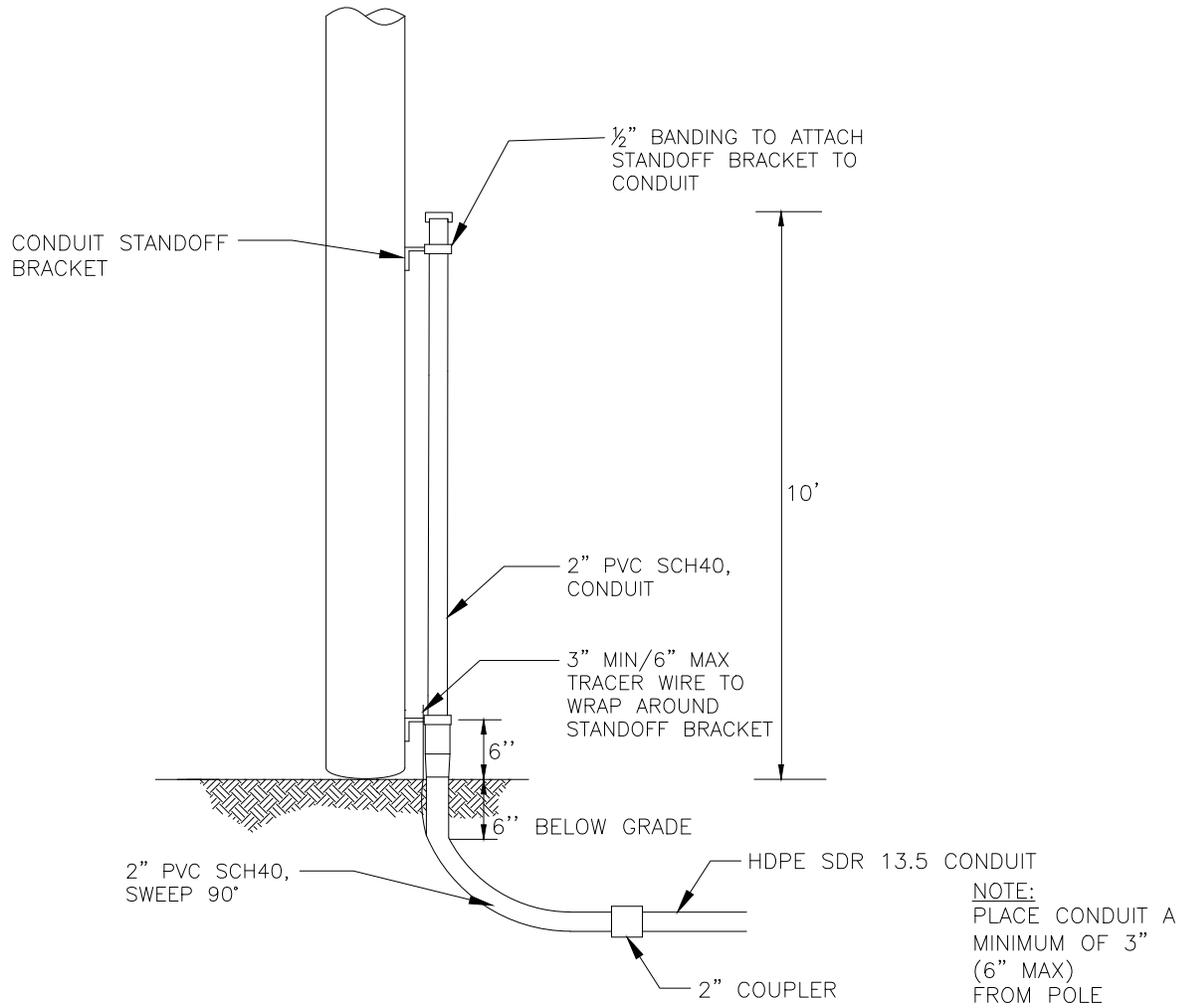
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	3"	66	761	0.150"	3 1/2"	6"	3 1/2"	110 Ft.-Lbs.
59213X (5' length)	3"	66	381	0.150"	3 1/2"	6"	3 1/2"	100 Ft.-Lbs.
59215N	4"	65	910	0.150"	4 1/2"	6 1/2"	4 1/2"	110 Ft.-Lbs.
59216N	5"	30	515	0.150"	5 1/2"	7 1/2"	5 1/2"	110 Ft.-Lbs.

Heavy Duty Schedule 40

59010N	1 1/2"	200	1142	0.145"	1 29/32"	3 1/2"	1 29/32"	100 Ft.-Lbs.
59011N	2"	136	1214	0.154"	2 3/8"	4 1/2"	2 3/8"	150 Ft.-Lbs.
59013N	3"	66	937	0.216"	3 1/2"	6"	3 9/32"	150 Ft.-Lbs.
59015N	4"	65	1621	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59015X (5' length)	4"	65	707	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59016N	5"	30	870	0.258"	5 1/2"	7 1/2"	5 1/2"	260 Ft.-Lbs.
59017N	6"	30	1160	0.280"	6 5/8"	8 3/4"	6 5/8"	260 Ft.-Lbs.

Extra Heavy Duty Schedule 80

59411N	2"	136	1549	0.218"	2 3/8"	4 1/2"	2 3/8"	300 Ft.-Lbs.
59413N	3"	66	1495	0.030"	3 1/2"	6"	3 1/2"	525 Ft.-Lbs.



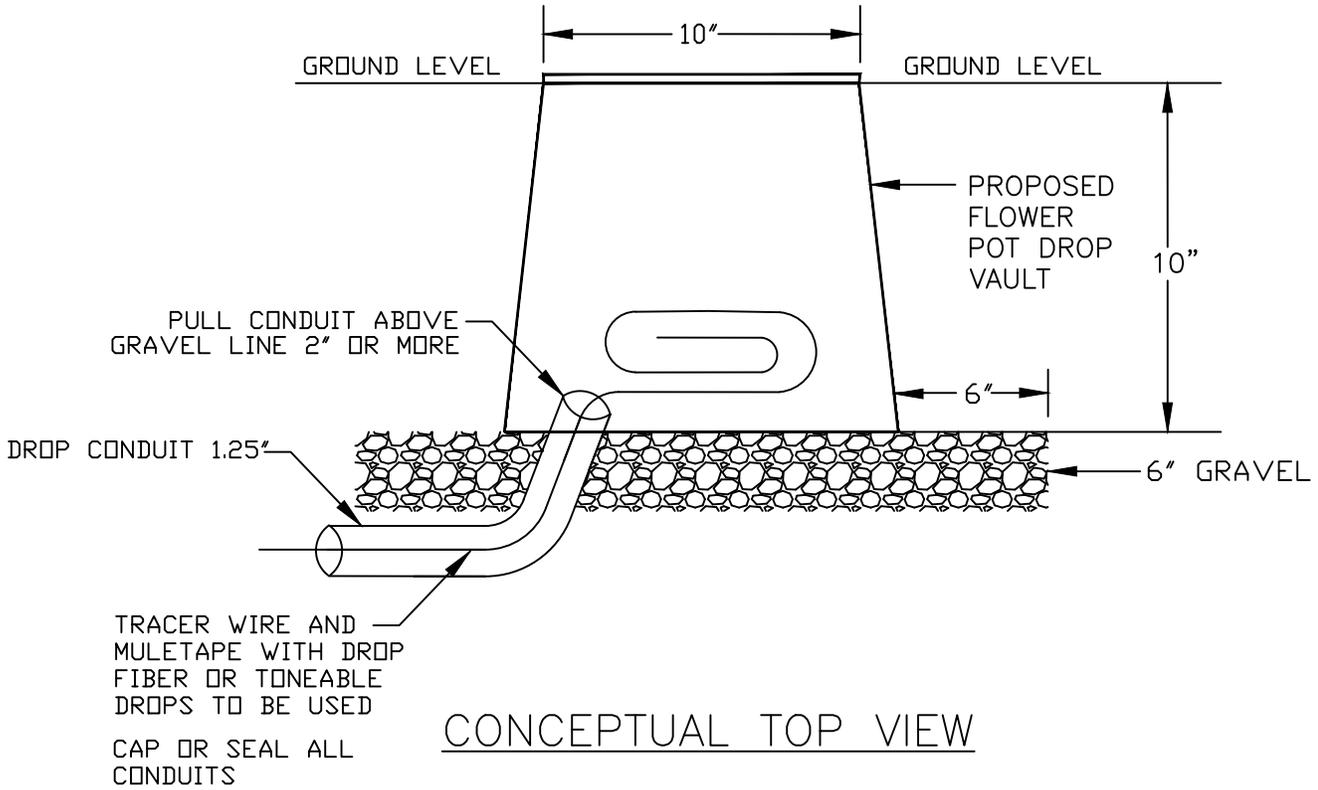
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



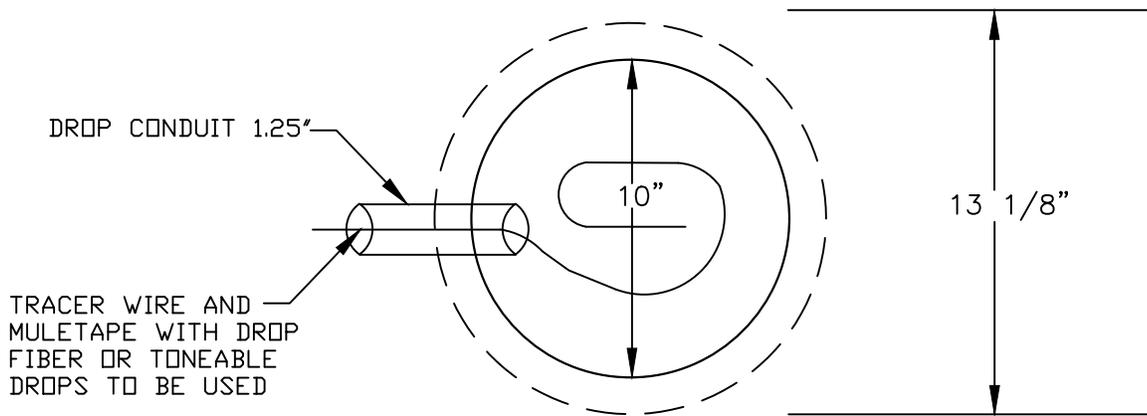
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

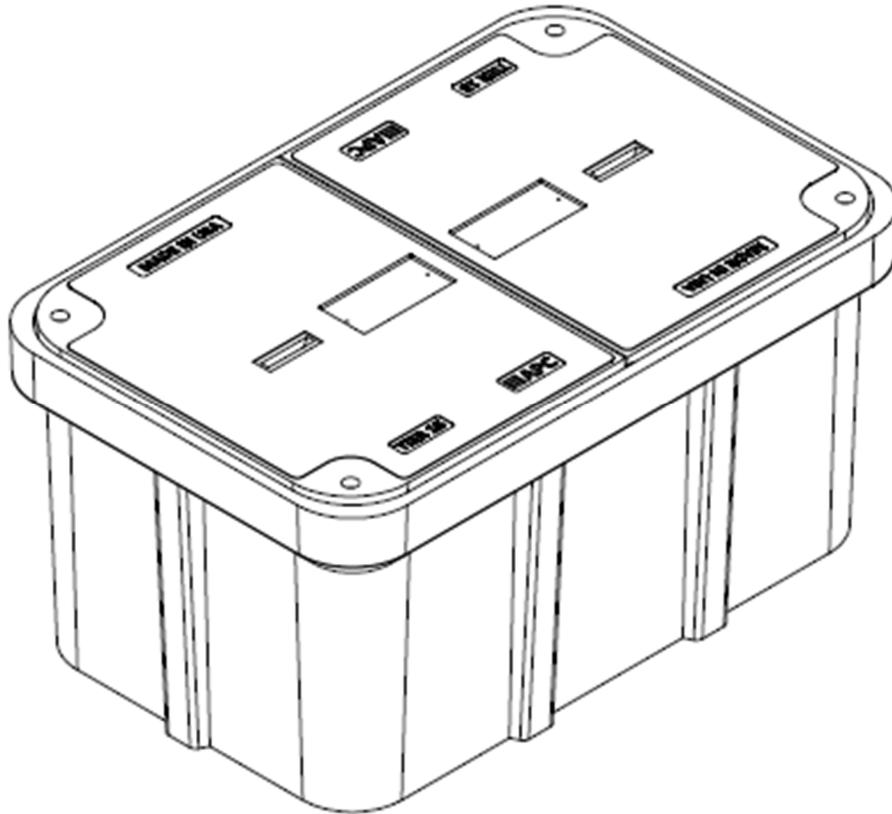


FLOWER POT

30"x48" PC UNIT, 2PC TIER 15/22
 18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	30"x48"x18"	Tier 15	P304818HU15...	460 lbs.
PC Unit – TIER 22	30"x48"x18"	Tier 22	P304818HU22...	525 lbs.
PC Unit – TIER 15	30"x48"x24"	Tier 15	P304824HU15...	510 lbs.
PC Unit – TIER 22	30"x48"x24"	Tier 22	P304824HU22...	575 lbs.
PC Unit – TIER 15	30"x48"x36"	Tier 15	P304836HU15...	615 lbs.
PC Unit – TIER 22	30"x48"x36"	Tier 22	P304836HU22...	680 lbs.

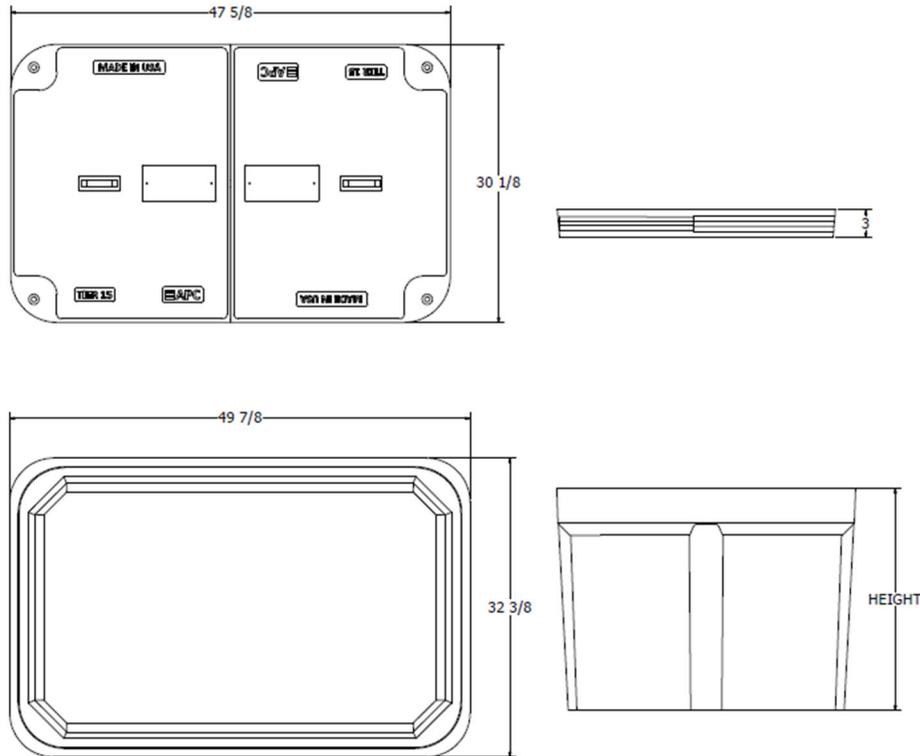


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"x48"x18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"x48"x24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	Tier 22	P304836B22	340 lbs.
Replacement Lids - T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids - T22	30"x48" (half)	Tier 22	Various	170 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



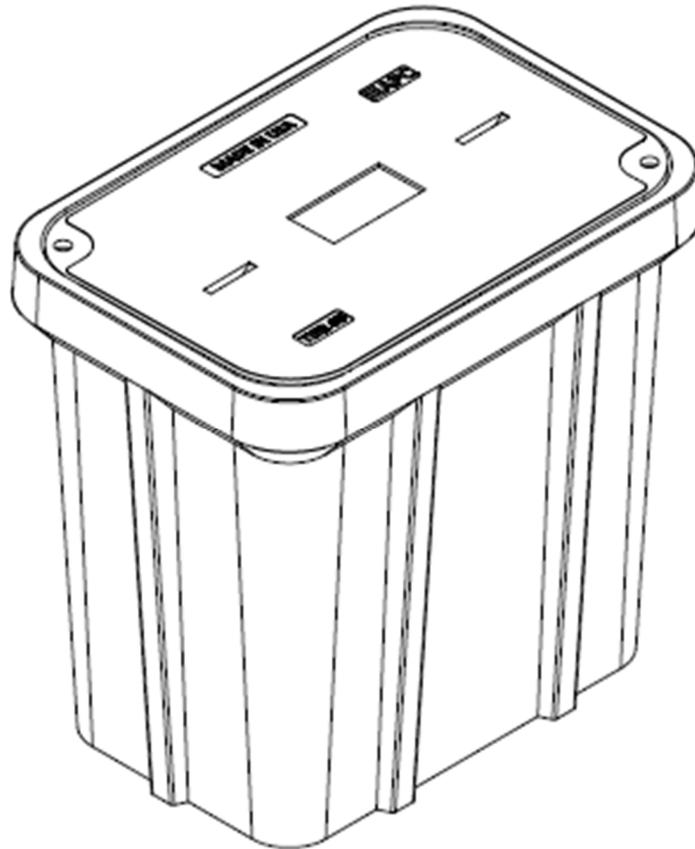
Auger Thread



24"x36" PC UNIT, TIER 15/22
 18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	24x36"x18"	Tier 15	P243618U15...	335 lbs.
PC Unit – TIER 22	24x36"x18"	Tier 22	P243618U22...	355 lbs.
PC Unit – TIER 15	24x36"x24"	Tier 15	P243624U15...	365 lbs.
PC Unit – TIER 22	24x36"x24"	Tier 22	P243624U22...	385 lbs.
PC Unit – TIER 15	24x36"x30"	Tier 15	P243630U15...	395 lbs.
PC Unit – TIER 22	24x36"x30"	Tier 22	P243630U22...	415 lbs.
PC Unit – TIER 15	24x36"x36"	Tier 15	P243636U15...	425 lbs.
PC Unit – TIER 22	24x36"x36"	Tier 22	P243636U22...	445 lbs.

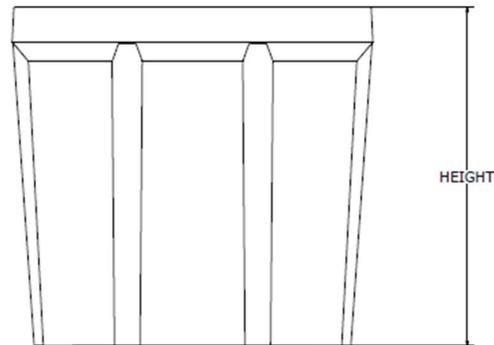
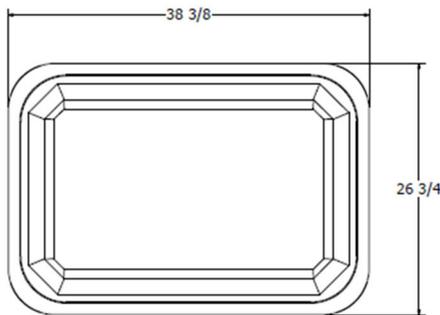
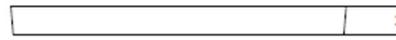
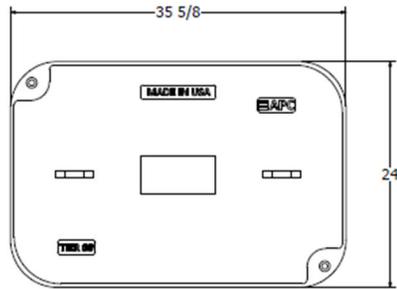


24"x36" PC UNIT, TIER 15/22

18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"x36"x18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"x36"x24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"x36"x30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"x36"x36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"x36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"x36"	Tier 22	Various	190 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

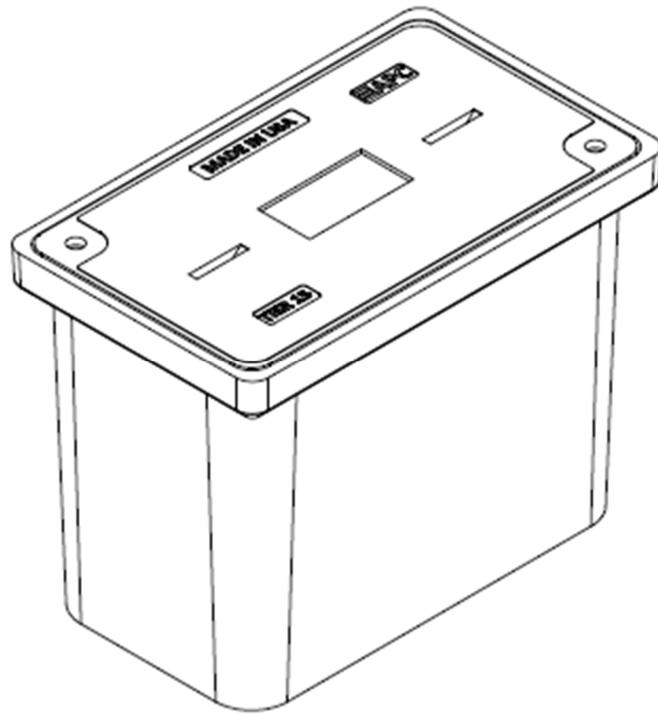


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	17"x30"x12"	Tier 15	P173012U15...	138 lbs.
PC Unit – TIER 22	17"x30"x12"	Tier 22	P173012U22...	147 lbs.
PC Unit – TIER 15	17"x30"x18"	Tier 15	P173018U15...	172 lbs.
PC Unit – TIER 22	17"x30"x18"	Tier 22	P173018U22...	181 lbs.
PC Unit – TIER 15	17"x30"x24"	Tier 15	P173024U15...	192 lbs.
PC Unit – TIER 22	17"x30"x24"	Tier 22	P173024U22...	201 lbs.
PC Unit – TIER 15	17"x30"x30"	Tier 15	P173030U15...	217 lbs.
PC Unit – TIER 22	17"x30"x30"	Tier 22	P173030U22...	226 lbs.

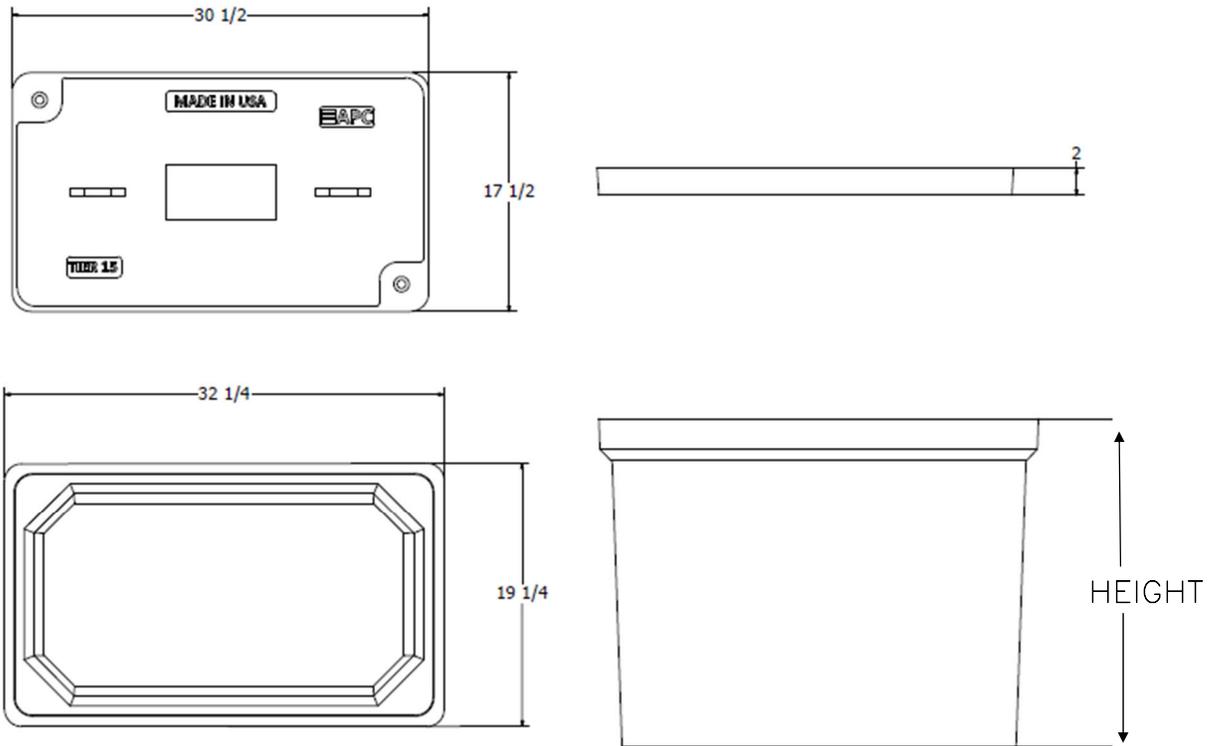


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"X12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"X18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"x24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"x30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



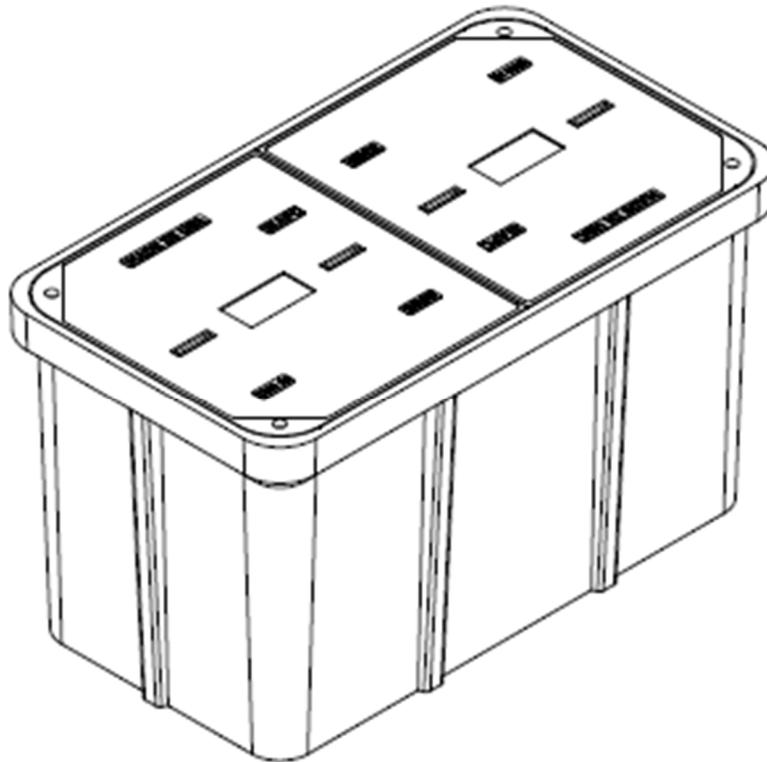
Auger Thread



33"x60" PC UNIT, 2PC TIER 15/22
36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	33"x60"x36"	Tier 15	P336036U15...	930 lbs.
PC Unit - TIER 22	33"x60"x36"	Tier 22	P336036U22...	1030 lbs.

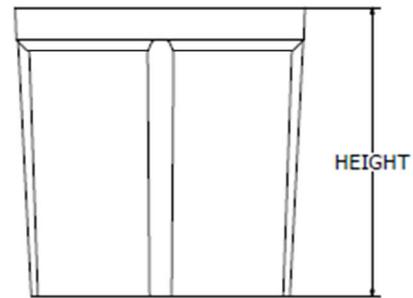
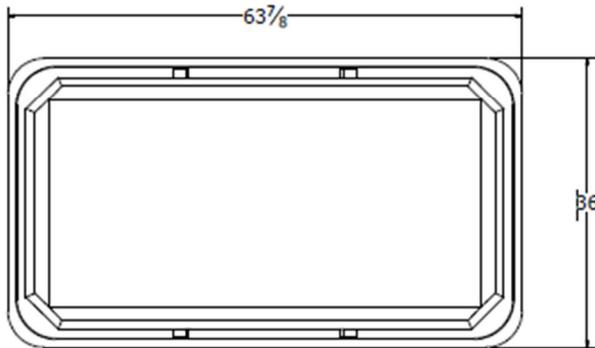
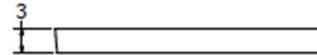
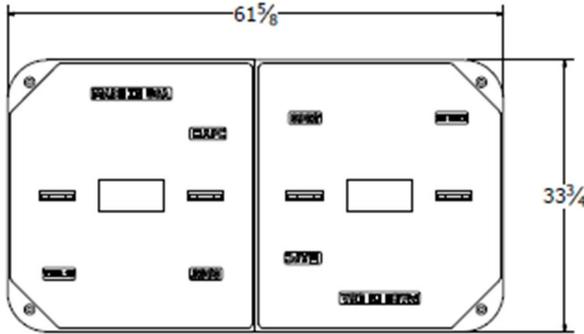


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"x60"x36"	Tier 22	P336036B22	530 lbs.
Replacement Lids - T15	33"x60" (half)	Tier 15	Various	200 lbs.
Replacement Lids - T22	33"x60" (half)	Tier 22	Various	250 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



Spacing Charts Based on MUTCD			Must be Approved by an Engineer				
Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.		CHANNELIZING SPACING, FT.	
	Non-Divided Highways	Divided Highways		Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120
Urban Low Speed - 100 FT							

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR

Check for Notice to Proceed.

Signature: _____

Company: _____

Road Runner
Safety Services, Inc.

Date: 10/31/2023 Project: BLN01a-F02 E 19th St TCP1a :
: **Traffic Control Suggestion For:** ATLANTIC ENGINEERING (AEG) :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.

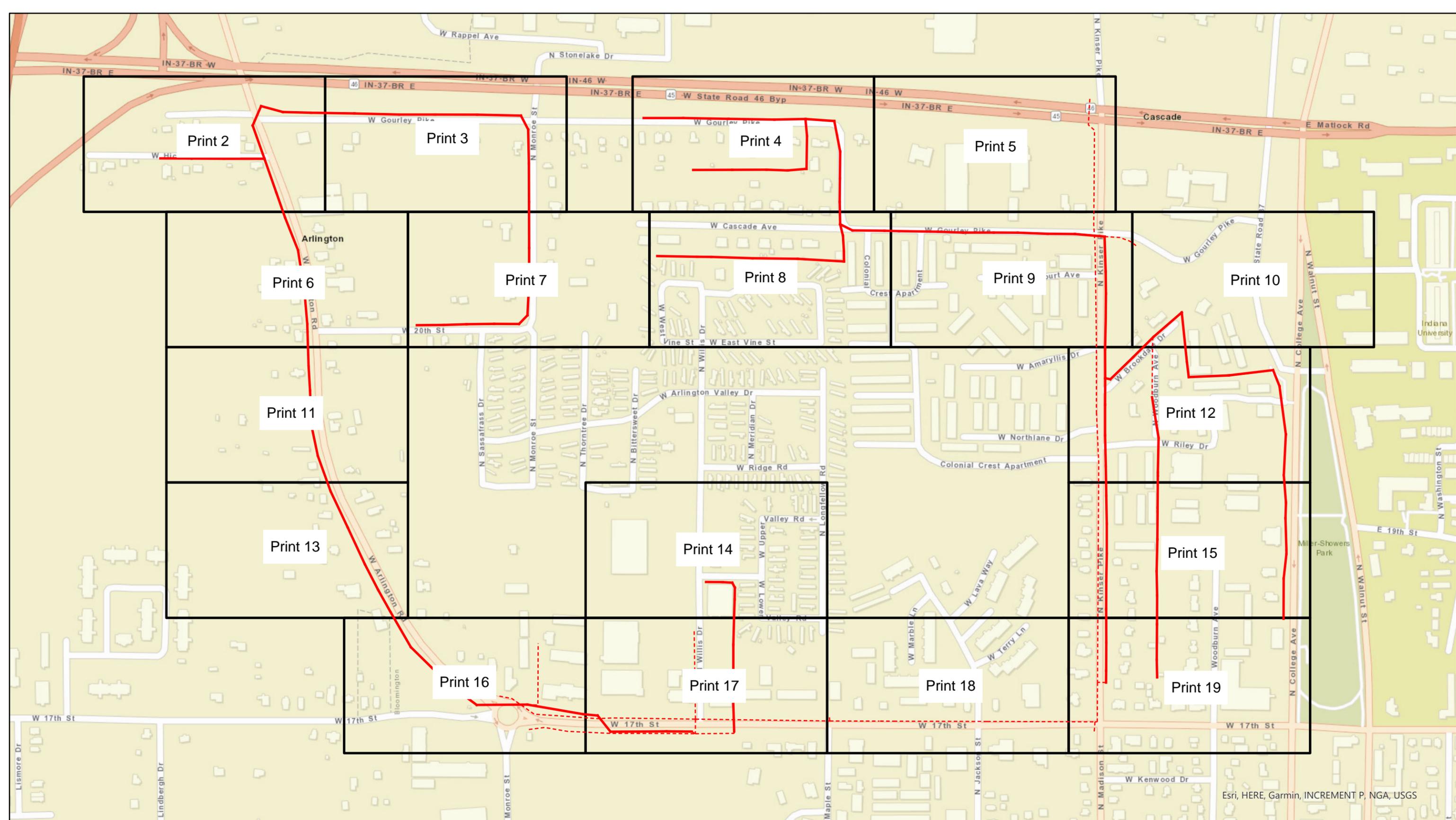
- Manifest**
- 3 x ADA Barricade
 - 1 x Arrow Board
 - 65 x Channelizer
 - 1 x End Construction
 - 2 x Lane Ends (R)
 - 2 x Right Lane Closed Ahead
 - 5 x Road Construction Ahead
 - 1 x Sidewalk Closed
 - 1 x Sidewalk Closed Ahead Cross Here (L)
 - 1 x Sidewalk Closed Cross Here
 - 1 x Sidewalk Closed Cross Here (R)

- Legend**
- ADA Barricade
 - Arrow Board
 - Channelizer
 - Conduit
 - Vault
 - Work Area



Sheet 1a

Google Earth

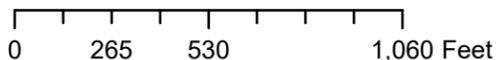


Esri, HERE, Garmin, INCREMENT P, NGA, USGS



Legend BLN01a-F06_Hoosier Court Ave

- Overhead Strand
- - - Conduit
- Grids



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



W State Road 46

N State Road 37 Ramp

W Gourley PIKE

1930 W ARLINGTON RD

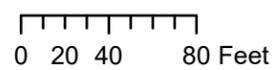
2021 W ARLINGTON RD

W Hickory LN

2015 W ARLINGTON RD

W Arlington RD

1928 W ARLINGTON RD



Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Risers
- Address
- Anchor
- Sidewalk
- Bloomington_Parcels
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



W State Road 46

195'

200'

161'

189'

26'

196'

W Gourley PIKE

1235
W GOURLEY
PIKE

1109
W GOURLEY
PIKE

2025 N
MONROE ST

1019
W GOURLEY
PIKE 1015
W GOURLEY
PIKE

2010 N
MONROE ST

1920 N
MONROE ST

1918 N
MONROE ST

25'

152'

171'

205'

N Monroe ST

Legend

- Poles
- Ⓡ Risers
- ⌞ Sidewalk
- V Vaults
- 🏠 Address
- Bloomington_Parcels
- Overhead Strand
- Y Anchor
- Conduit
- Grids

All Flowerpots 12" DIA

N



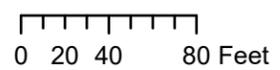
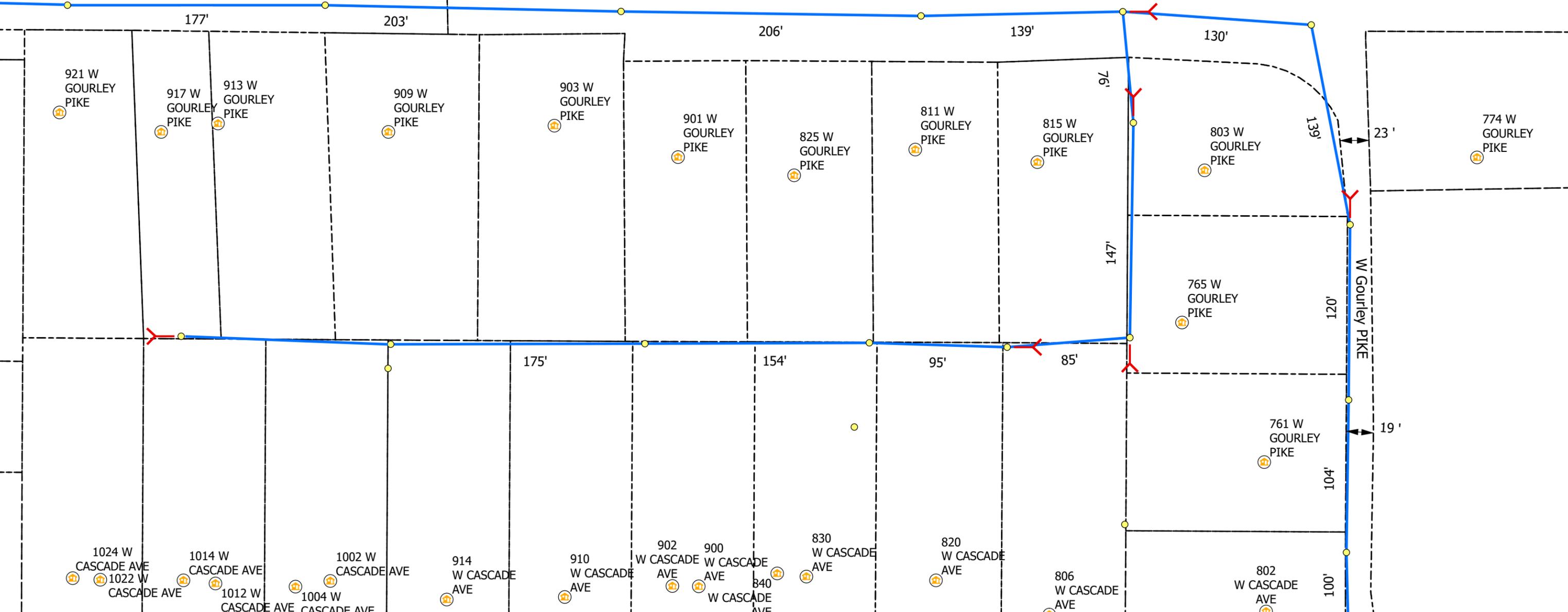
City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



0 20 40 80 Feet

W State Road 46



Legend

- Poles
- Ⓡ Risers
- ⤴ Sidewalk
- V Vaults
- 🏠 Address
- Bloomington_Parcels
- Overhead Strand
- Y Anchor
- Grids
- - - Conduit

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



W State Road 46

700 W
GOURLEY
PIKE

606 W
GOURLEY
PIKE

522 W
GOURLEY
PIKE

1705
N KINSER
PIKE

Continues into
INDOT permit

783'

N Kinser PIKE

75'



0 20 40 80 Feet

Legend

-  Poles
-  Risers
-  Sidewalk
-  Vaults
-  Address
-  Bloomington_Parcels
-  Overhead Strand
-  Anchor
-  Conduit
-  Grids

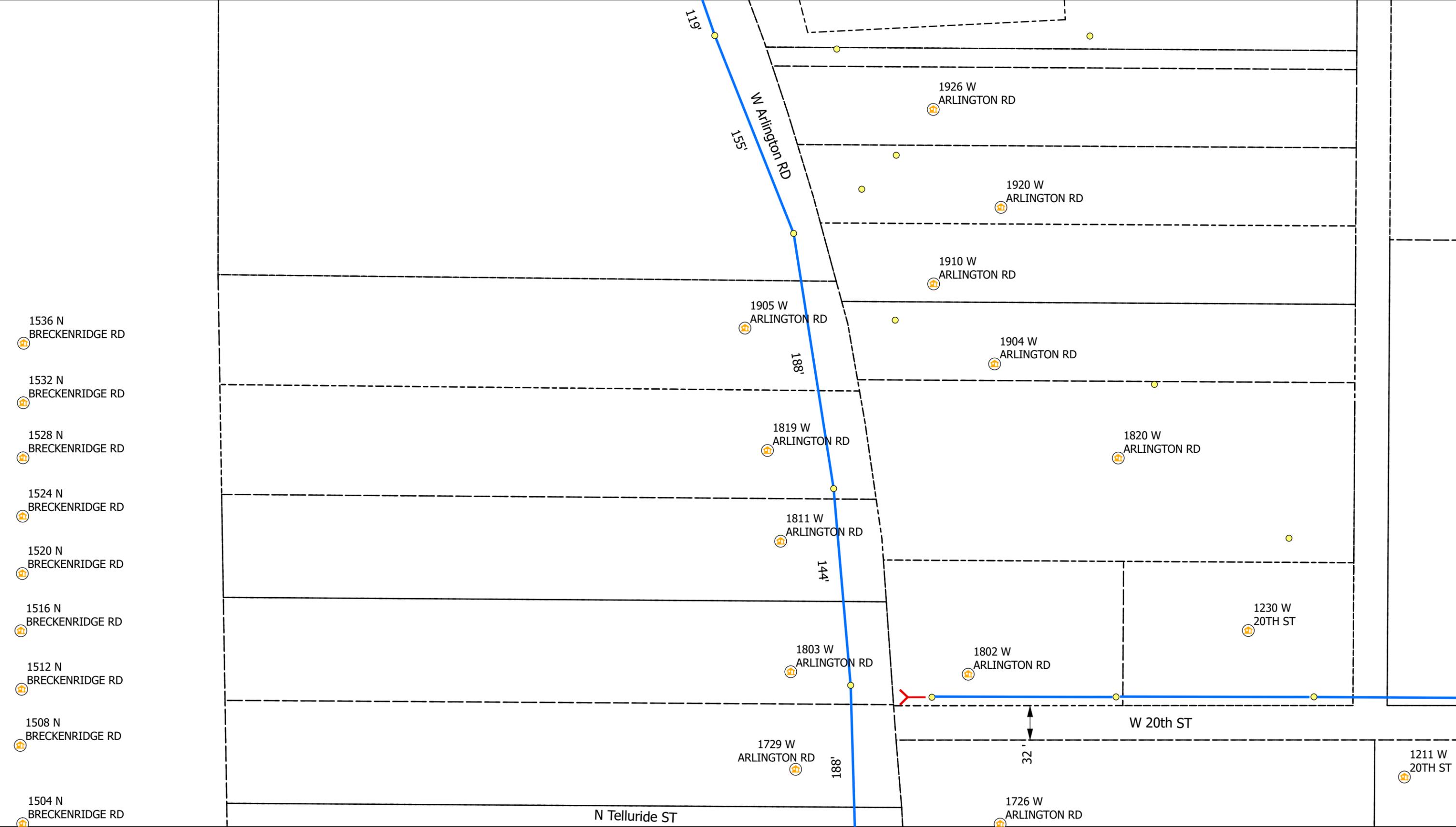
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





1536 N BRECKENRIDGE RD
 1532 N BRECKENRIDGE RD
 1528 N BRECKENRIDGE RD
 1524 N BRECKENRIDGE RD
 1520 N BRECKENRIDGE RD
 1516 N BRECKENRIDGE RD
 1512 N BRECKENRIDGE RD
 1508 N BRECKENRIDGE RD
 1504 N BRECKENRIDGE RD

1926 W ARLINGTON RD
 1920 W ARLINGTON RD
 1910 W ARLINGTON RD
 1905 W ARLINGTON RD
 1819 W ARLINGTON RD
 1811 W ARLINGTON RD
 1803 W ARLINGTON RD
 1729 W ARLINGTON RD
 1726 W ARLINGTON RD

1820 W ARLINGTON RD
 1230 W 20TH ST
 1211 W 20TH ST



- Legend**
- Poles
 - V Vaults
 - Overhead Strand
 - Conduit
 - R Risers
 - A Address
 - Y Anchor
 - └─┘ Sidewalk
 - Bloomington_Parcels
 - Grids

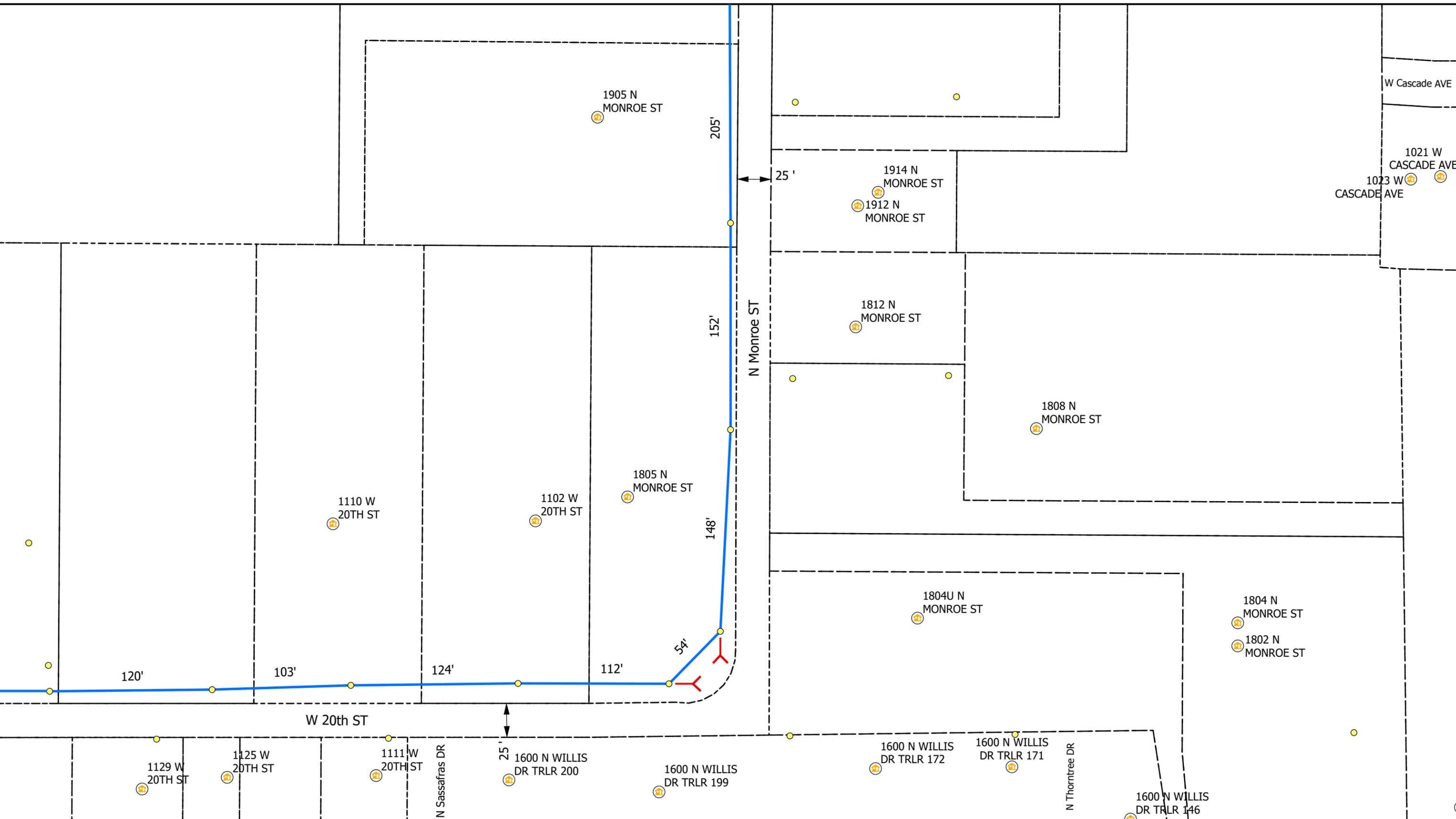
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- ⊕ Risers
- 🏠 Address
- Y Anchor
- └─┘ Sidewalk
- Bloomington_Parcels
- Grids

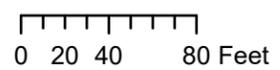
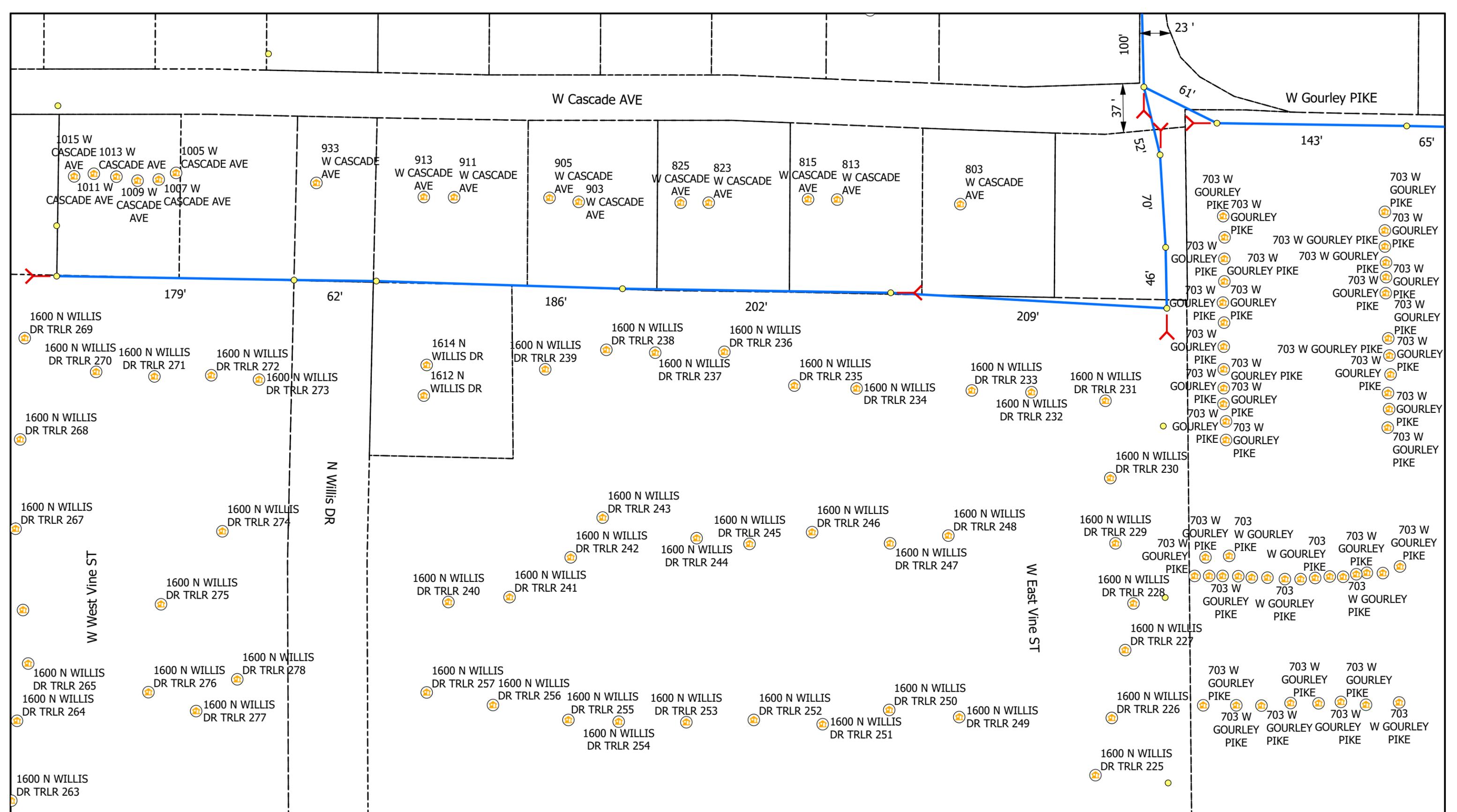
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Ⓡ Risers
- Ⓜ Address
- Y Anchor
- ↖ Sidewalk
- Bloomington_Parcels
- Grids

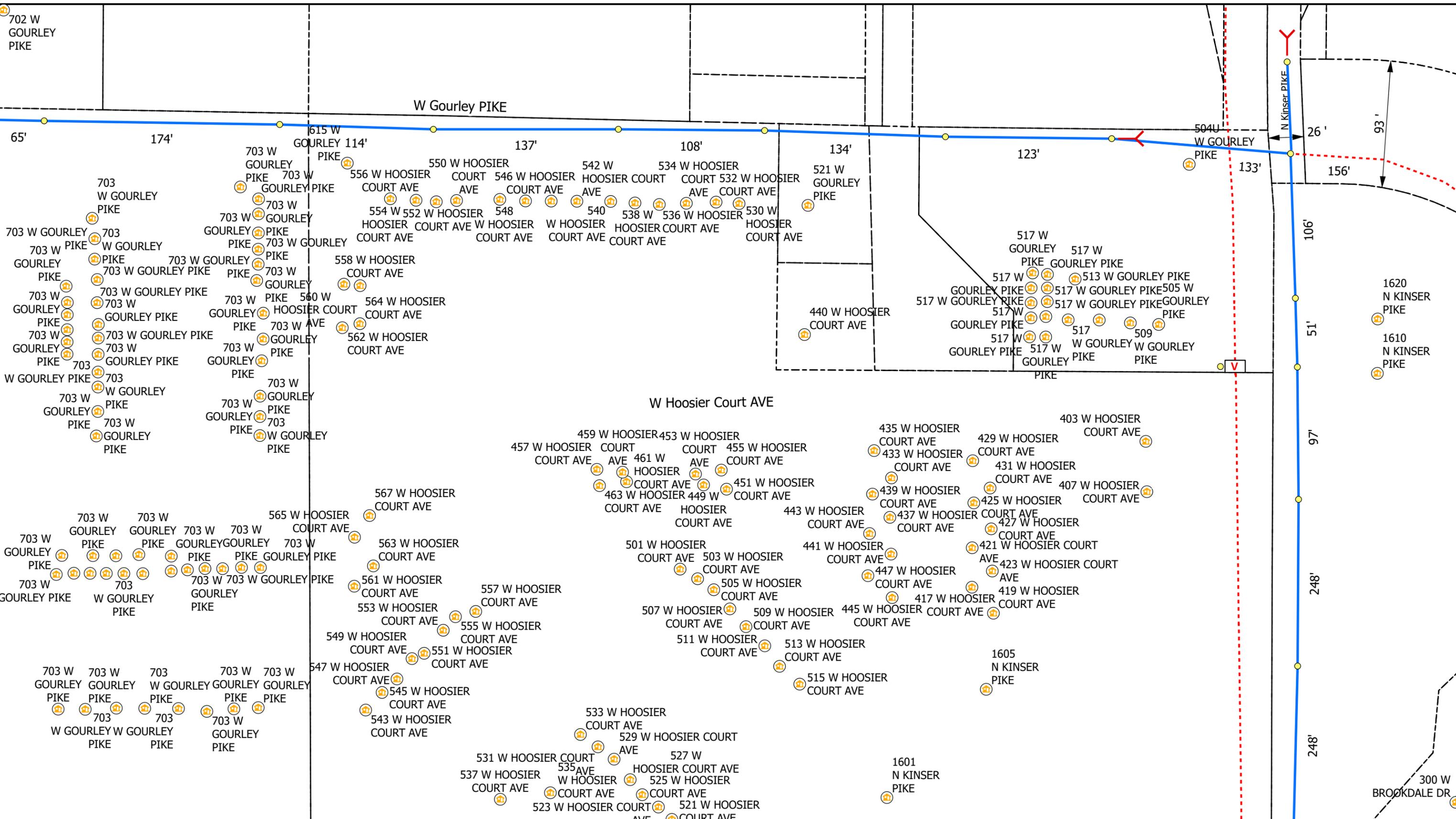
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

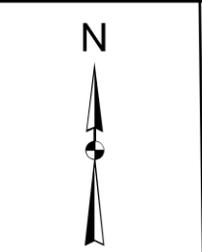




Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Ⓡ Risers
- Ⓜ Address
- Y Anchor
- ↖ Sidewalk
- Bloomington_Parcels
- Grids

All Flowerpots 12" DIA

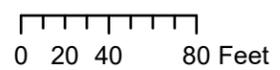
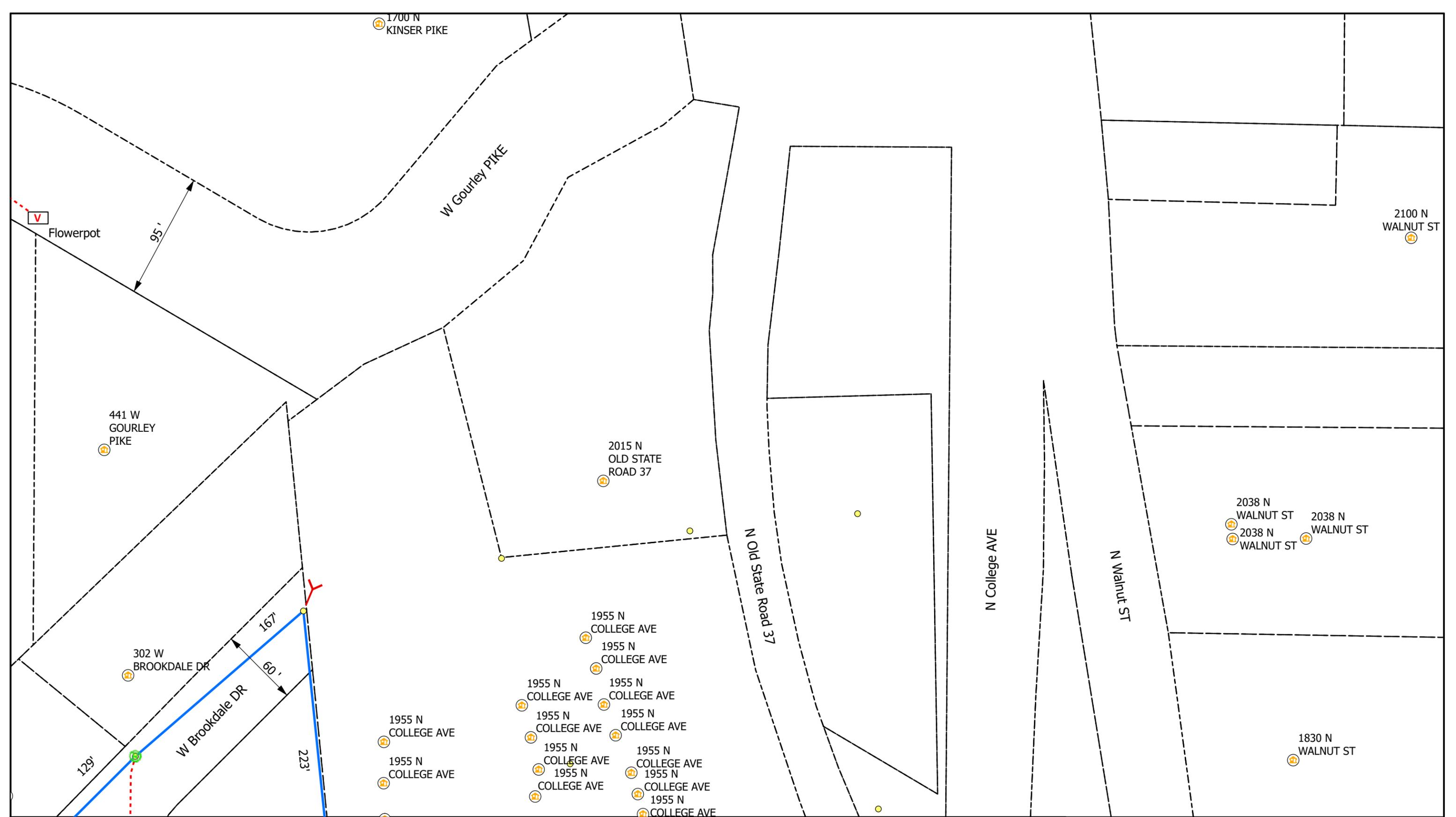


City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



Print 9 of 19



Legend

- Poles
- Ⓡ Risers
- Ⓜ Vaults
- Ⓜ Address
- Overhead Strand
- Conduit
- Y Anchor
- ↖ Sidewalk
- Bloomington_Parcels
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



1564 N BRECKENRIDGE RD
 1560 N TELLURIDE ST
 1568 N TELLURIDE ST

1719 W ARLINGTON RD
 1719 W ARLINGTON RD
 1719 W ARLINGTON RD
 1719 W ARLINGTON RD
 1719 W ARLINGTON RD

1720 W ARLINGTON RD

W Vail ST

1303 N DENVER RD
 1305 N DENVER RD
 1307 N DENVER RD
 1309 N DENVER RD
 1311 N DENVER RD
 1313 N DENVER RD

1619 W ARLINGTON RD

1623 W ARLINGTON RD

1620 W ARLINGTON RD

1614 W ARLINGTON RD
 1614 W ARLINGTON RD
 1614 W ARLINGTON RD
 1614 W ARLINGTON RD
 1614 W ARLINGTON RD
 1614 W ARLINGTON RD
 1614 W ARLINGTON RD
 1614 W ARLINGTON RD

1605B W ARLINGTON RD

1605A W ARLINGTON RD
 1603 W ARLINGTON RD

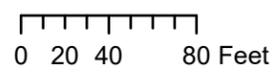
W Arlington RD

1530 W ARLINGTON RD

1604 W ARLINGTON RD

N Denver RD
 1321 N DENVER RD
 1323 N DENVER RD

188'
 108'
 160'
 136'
 167'



Legend

- Poles
- Ⓡ Risers
- Ⓜ Sidewalk
- V Vaults
- 🏠 Address
- Bloomington_Parcels
- Overhead Strand
- Y Anchor
- Conduit
- Grids

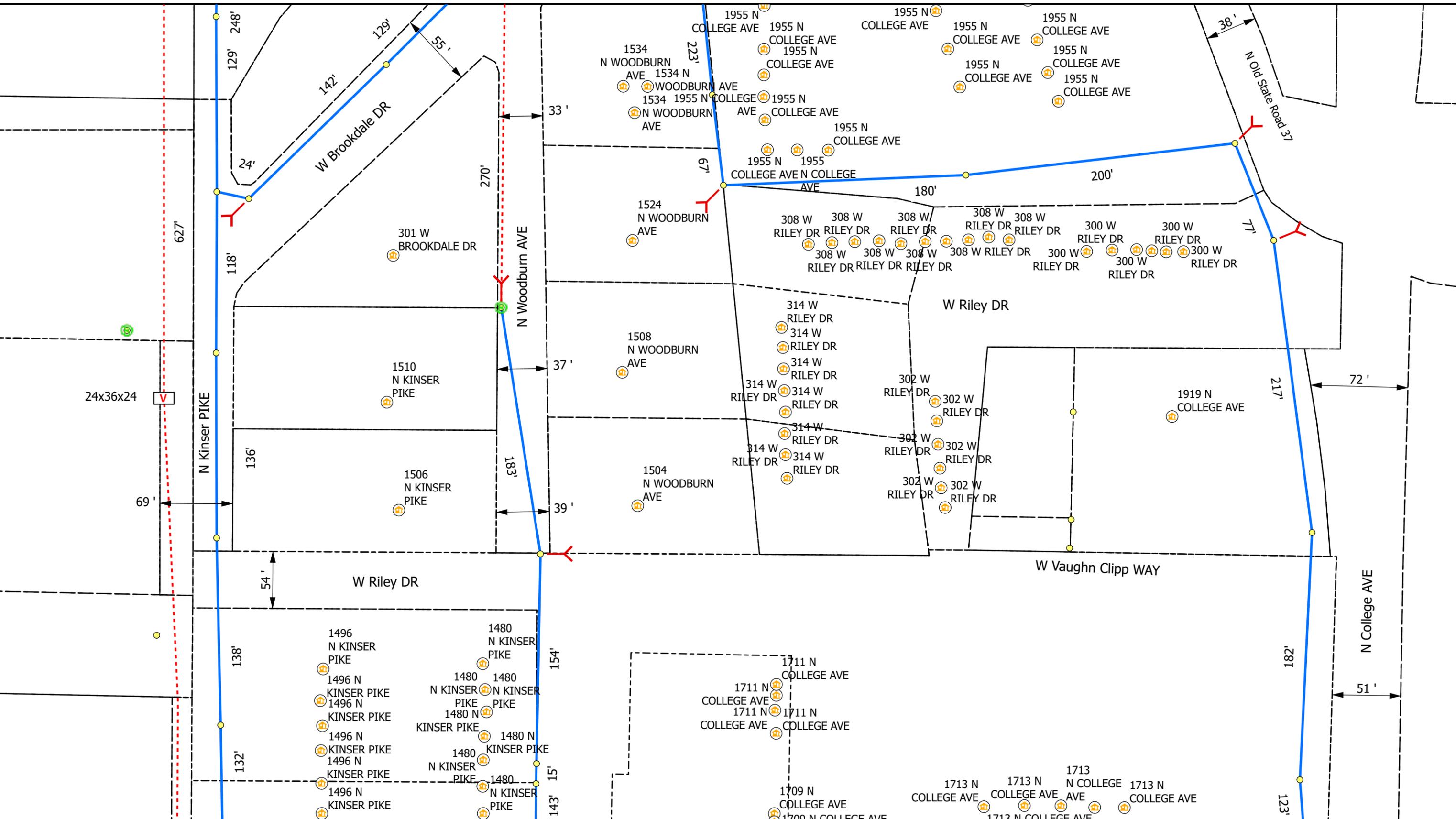
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
 Design View

INI	BY	DATE	DESCRIPTION





Legend

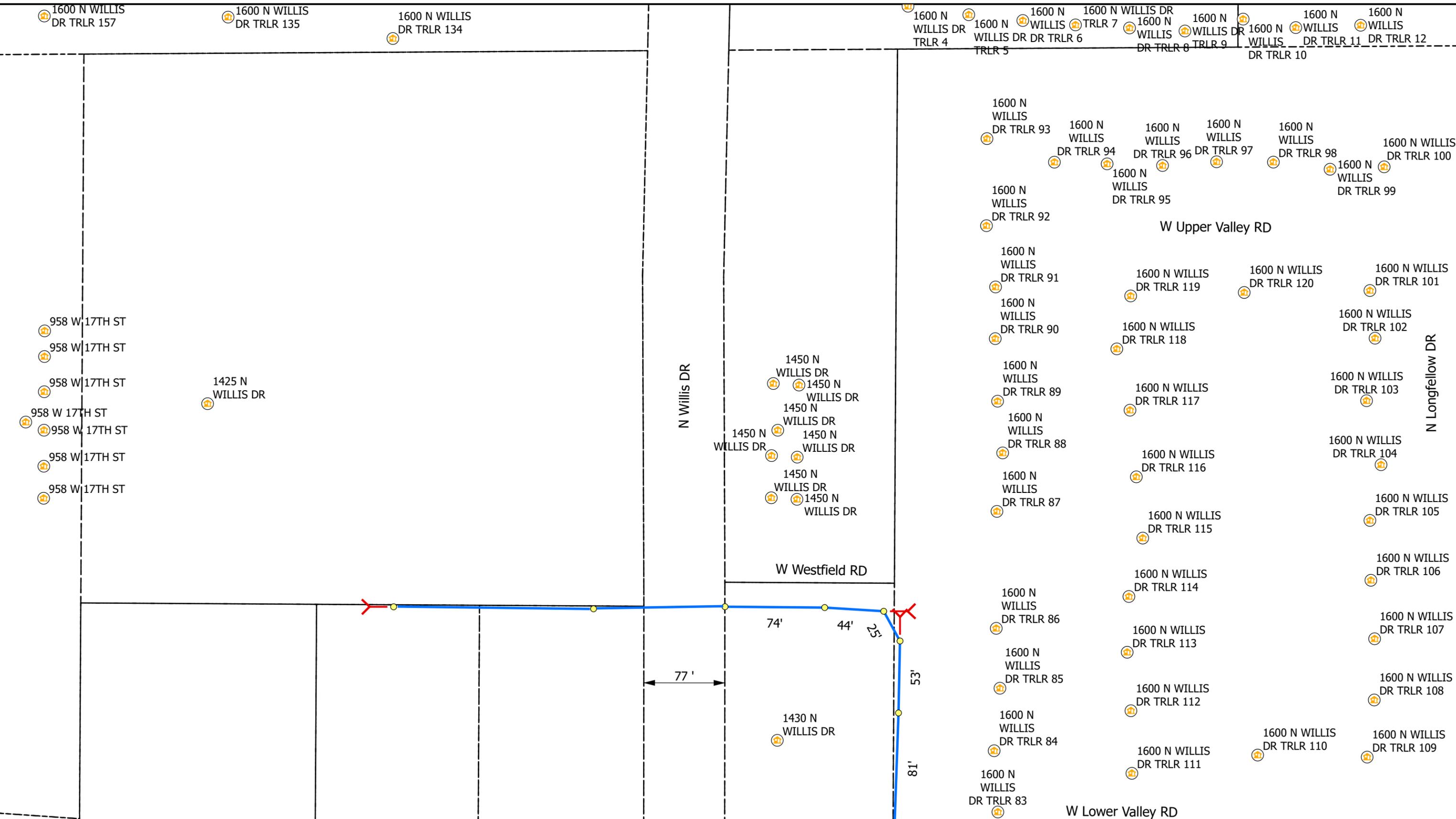
- Poles
- Risers
- ↖ Sidewalk
- V Vaults
- Ⓜ Address
- Bloomington_Parcels
- Overhead Strand
- - - Conduit
- Y Anchor
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



- Legend**
- Poles
 - V Vaults
 - Overhead Strand
 - Conduit
 - R Risers
 - 🏠 Address
 - Y Anchor
 - ↖ Sidewalk
 - Bloomington_Parcels
 - Grids

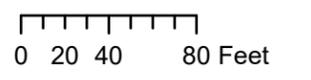
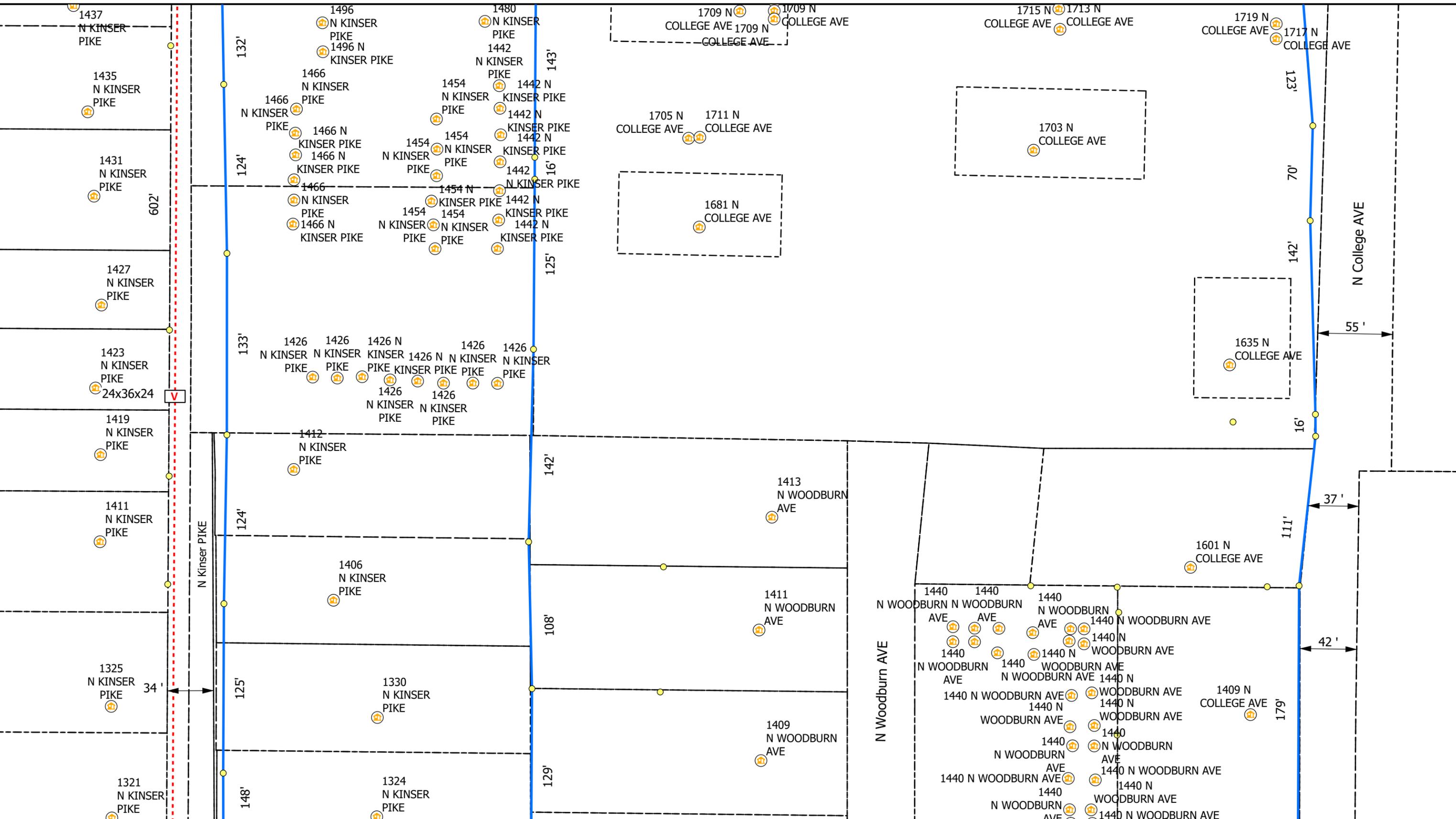
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION





Legend

- Poles
- ⊕ Risers
- ⬆ Sidewalk
- V Vaults
- 🏠 Address
- Bloomington_Parcels
- Overhead Strand
- Conduit
- Y Anchor
- Grids

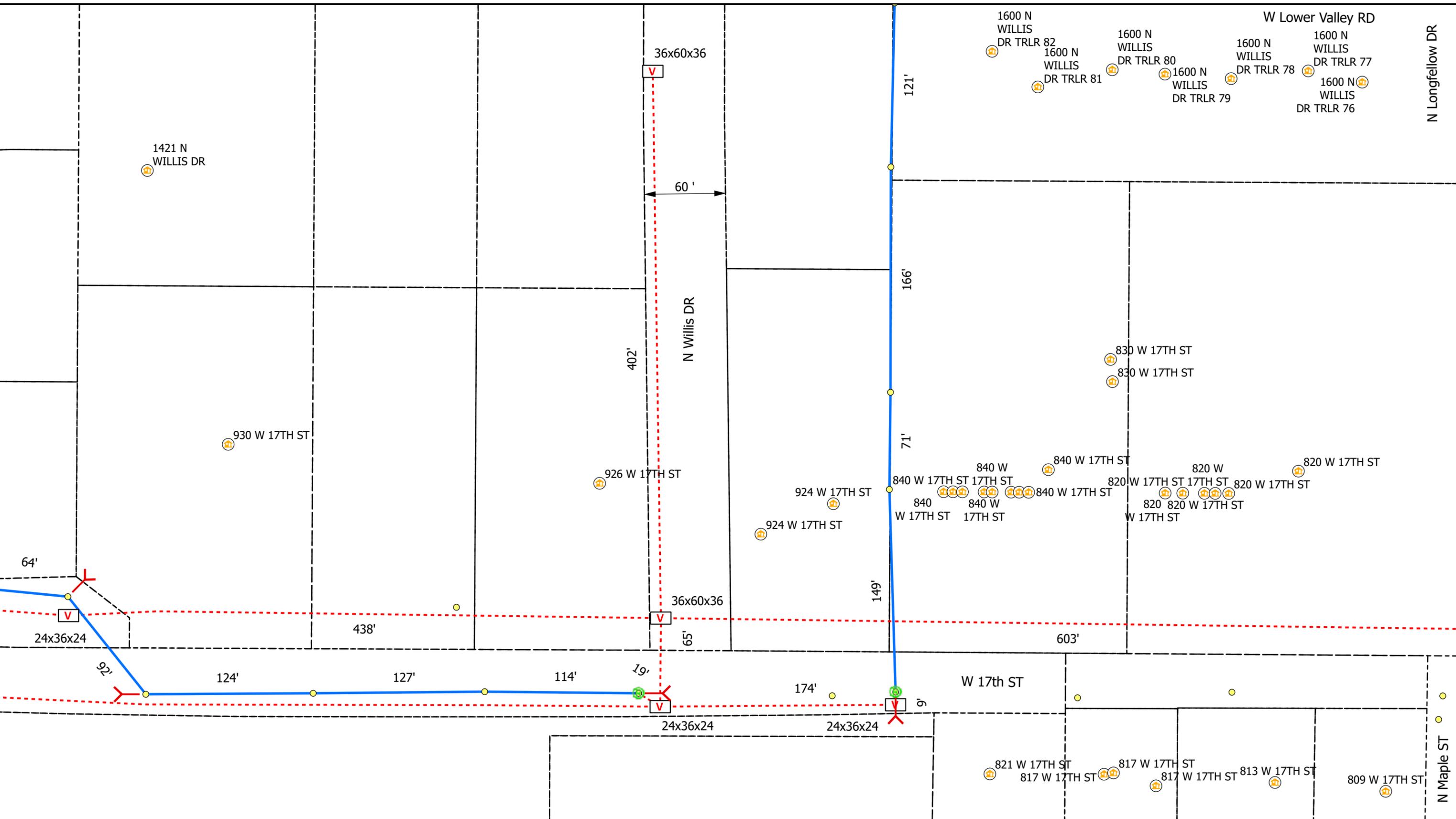
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

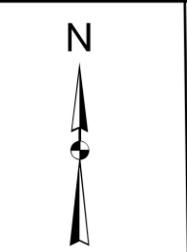




Legend

- Poles
- Vaults
- Overhead Strand
- Conduit
- Risers
- Address
- Anchor
- Sidewalk
- Bloomington_Parcels
- Grids

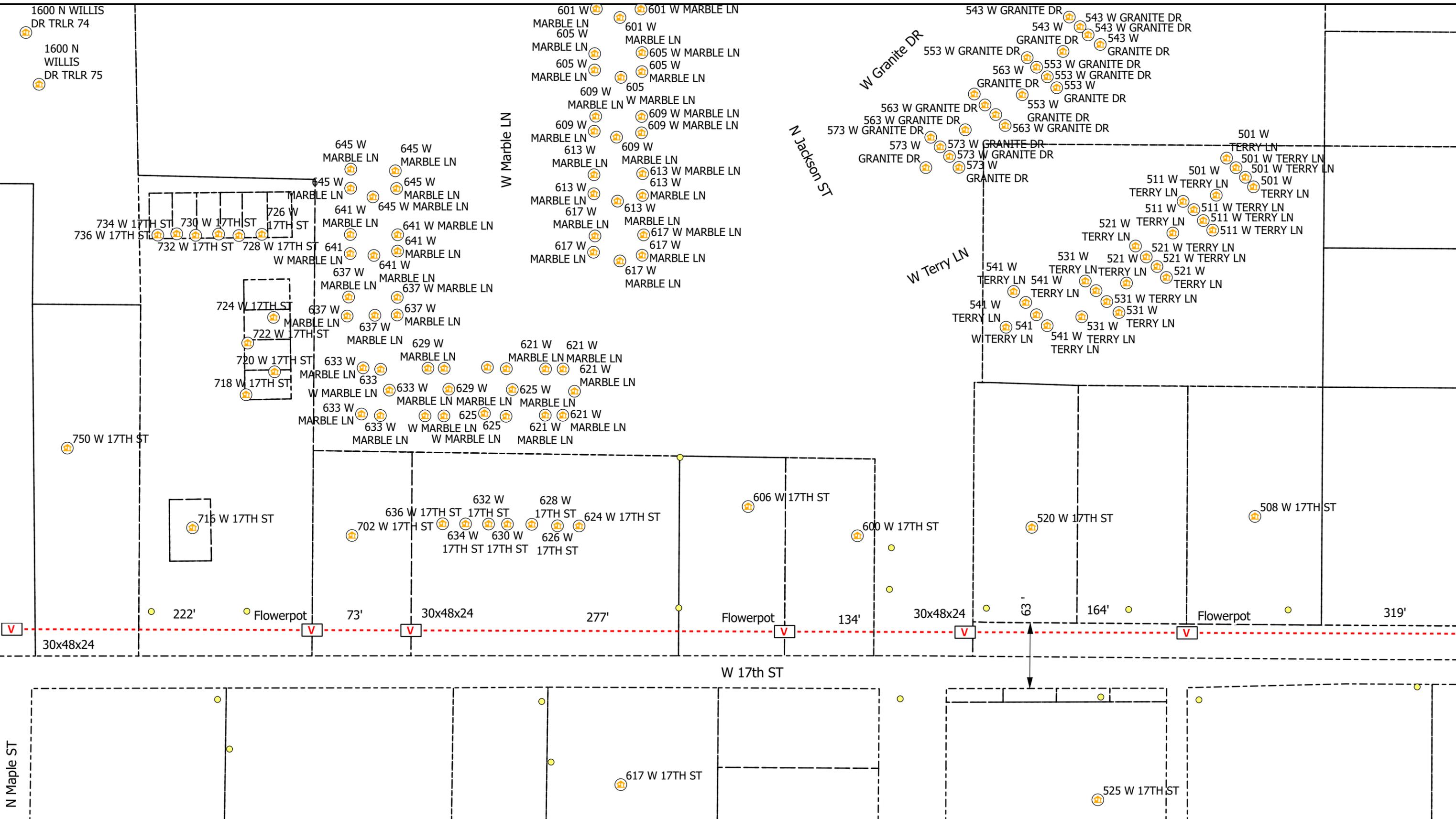
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

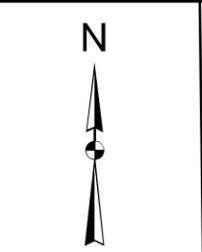
Print 17 of 19



Legend

- Poles
- Risers
- Sidewalk
- Vaults
- Address
- Bloomington_Parcels
- Overhead Strand
- Anchor
- Grids
- Conduit

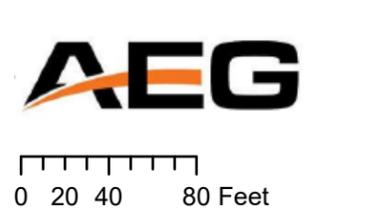
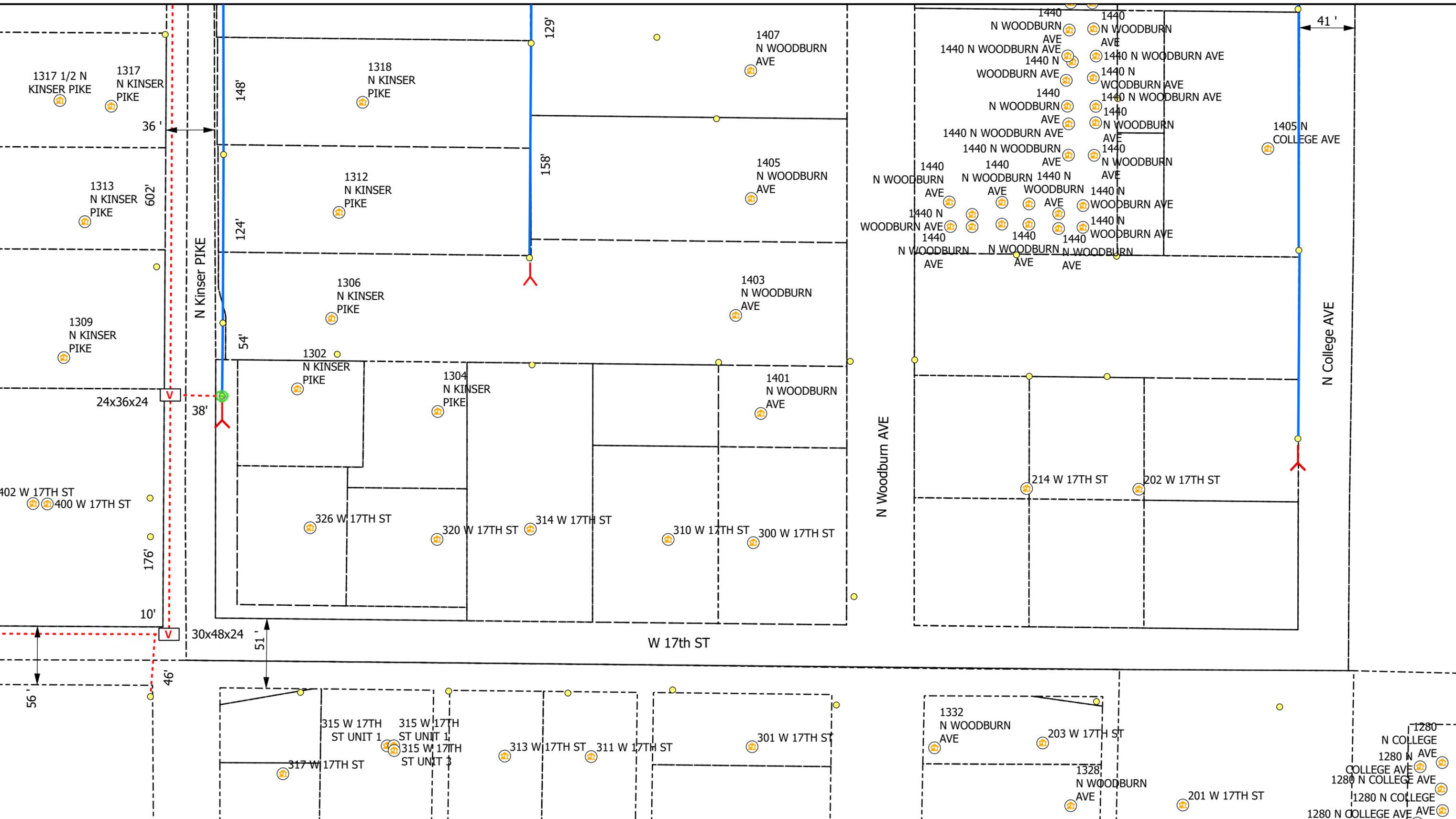
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION

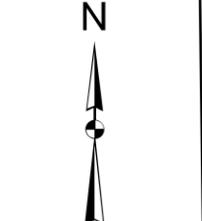
Print 18 of 19



Legend

- Poles
- Risers
- Anchor
- Conduit
- Sidewalk
- Bloomington_Parcels
- Grids
- Vaults
- Address

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

INI	BY	DATE	DESCRIPTION



Print 19 of 19

Carlton® PV-Mold® Nonmetallic Pole Riser System

Carlton PV-Mold is a nonmetallic pole riser system designed to protect communications power cable installed on poles.

Features:

- Meets or exceeds requirements outlined in the National Electric Safety Code (NESC).
- Designed in accordance with NEMA TC-19 specifications.
- Ultraviolet, cold temperature and corrosive atmosphere resistant.
- Schedule 40 wall meets Schedule 80 PVC conduit impact requirements per NEMA TC-19.
- No grounding required.
- Belled end fits over each added section or conduit.
- Flame retardant.
- Requires no maintenance.
- PV-Mold acts as an insulator against electrical shock.
- Interchangeable parts and accessories to match the needs of specific requirements.

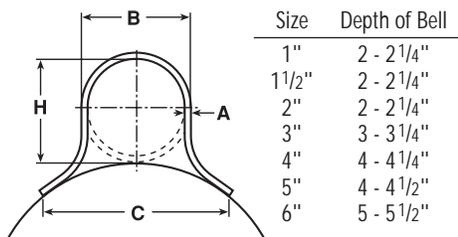


Steel U-Guard requires grounding strapping and does not have belled ends.



PV-Mold has belled ends, flanged design and does not require grounding.

Flanged Overall Length 10 Feet, Including Bell

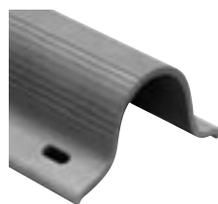


Slots are 1/2" from side to side, and allow for expansion and contraction.

Slot Dimensions: for sizes 2" through 6" are 5/16" wide, 3/4" long.

Slot Dimensions: for 1" and 1 1/2" are 3/16" wide, 3/4" long.

Slot Spacing: 18" from center, beginning 6" from end.



Standard Duty

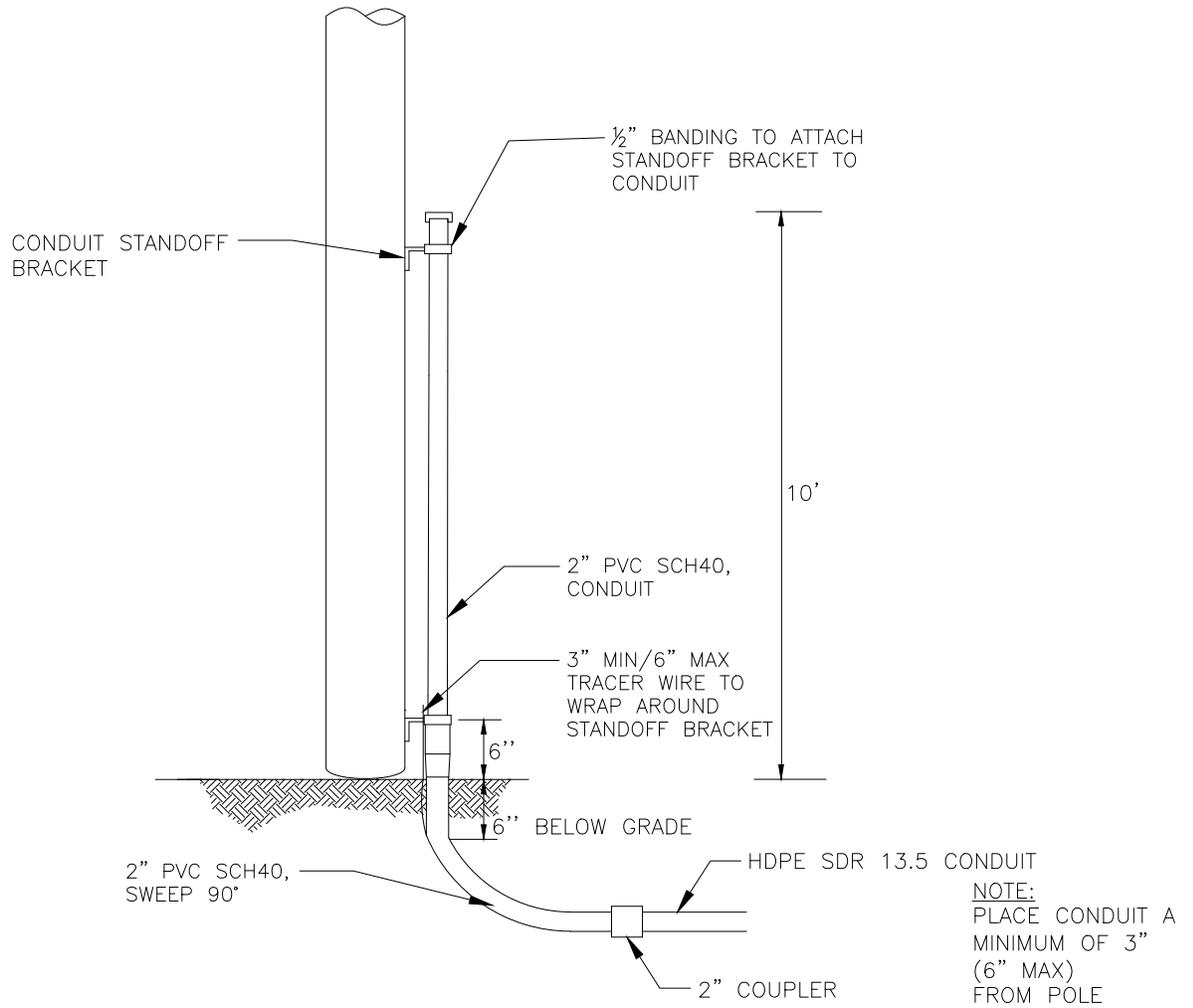
Part No.	Size	Std. Ctn. Qty.	Std. Ctn. Wt. (lbs.)	Dimensions				Actual Impact @ 0°C 20 Pound Top
				A	B	C	H	
59208N	1"	294	1059	0.100"	1 5/8"	2 3/8"	1 5/8"	40 Ft.-Lbs.
59211N	2"	136	726	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59211X (5' length)	2"	136	363	0.100"	2 3/8"	4 1/2"	2 3/8"	100 Ft.-Lbs.
59213N	3"	66	761	0.150"	3 1/2"	6"	3 1/2"	110 Ft.-Lbs.
59213X (5' length)	3"	66	381	0.150"	3 1/2"	6"	3 1/2"	100 Ft.-Lbs.
59215N	4"	65	910	0.150"	4 1/2"	6 1/2"	4 1/2"	110 Ft.-Lbs.
59216N	5"	30	515	0.150"	5 1/2"	7 1/2"	5 1/2"	110 Ft.-Lbs.

Heavy Duty Schedule 40

59010N	1 1/2"	200	1142	0.145"	1 29/32"	3 1/2"	1 29/32"	100 Ft.-Lbs.
59011N	2"	136	1214	0.154"	2 3/8"	4 1/2"	2 3/8"	150 Ft.-Lbs.
59013N	3"	66	937	0.216"	3 1/2"	6"	3 9/32"	150 Ft.-Lbs.
59015N	4"	65	1621	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59015X (5' length)	4"	65	707	0.237"	4 1/2"	6 1/2"	4 1/2"	260 Ft.-Lbs.
59016N	5"	30	870	0.258"	5 1/2"	7 1/2"	5 1/2"	260 Ft.-Lbs.
59017N	6"	30	1160	0.280"	6 5/8"	8 3/4"	6 5/8"	260 Ft.-Lbs.

Extra Heavy Duty Schedule 80

59411N	2"	136	1549	0.218"	2 3/8"	4 1/2"	2 3/8"	300 Ft.-Lbs.
59413N	3"	66	1495	0.030"	3 1/2"	6"	3 1/2"	525 Ft.-Lbs.



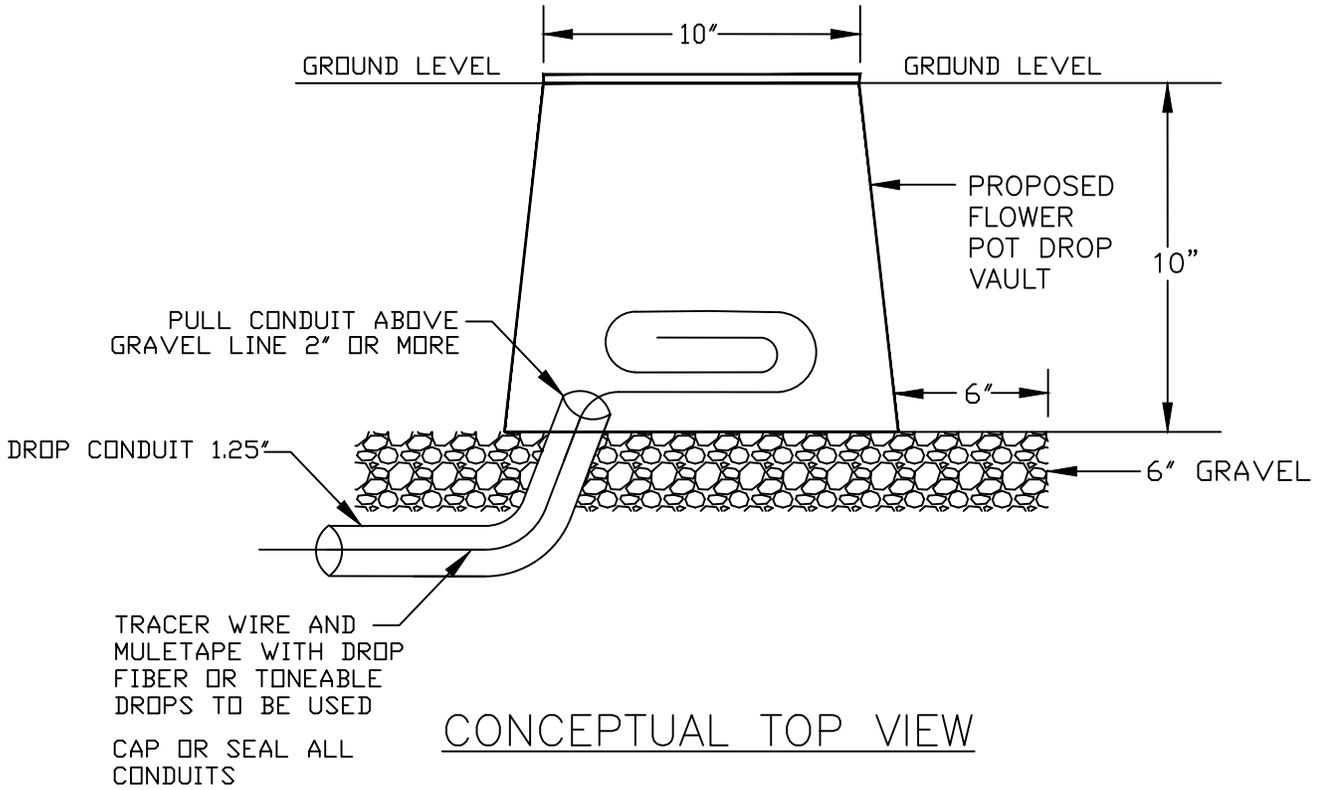
DESCRIPTION	QTY	MANUFACTURER (PREFERRED)	PART #
SCREW, LAG, 1/2" x 4-1/2"	10		
HDPE SDR 13.5 CONDUIT, VARIOUS SIZES	N/A		
2" PVC SCH40, RISER PIPE	1		
#12 TRACER WIRE	N/A		
2" PVC SCH40, SWEEP, 90 DEG	1		
CONDUIT STANDOFF BRACKET	VARIES		
CONDUIT STRAP KIT	VARIES		
2" COUPLER	1		



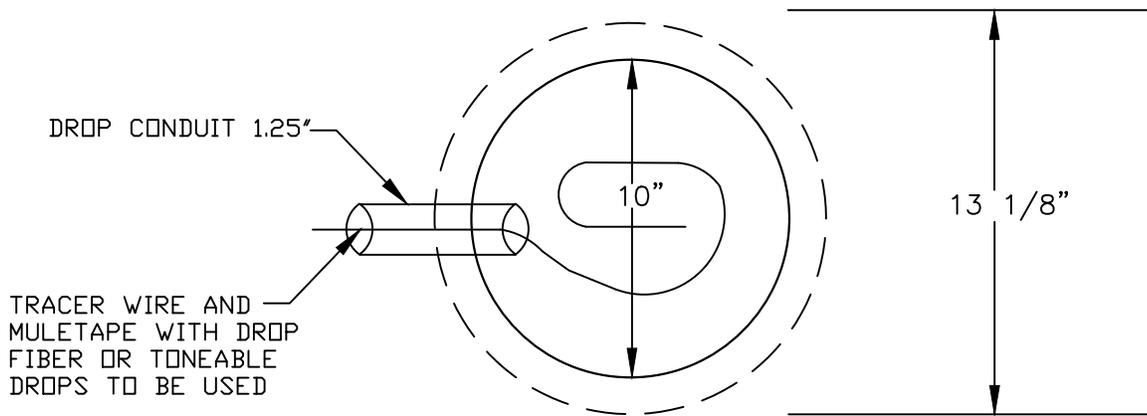
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

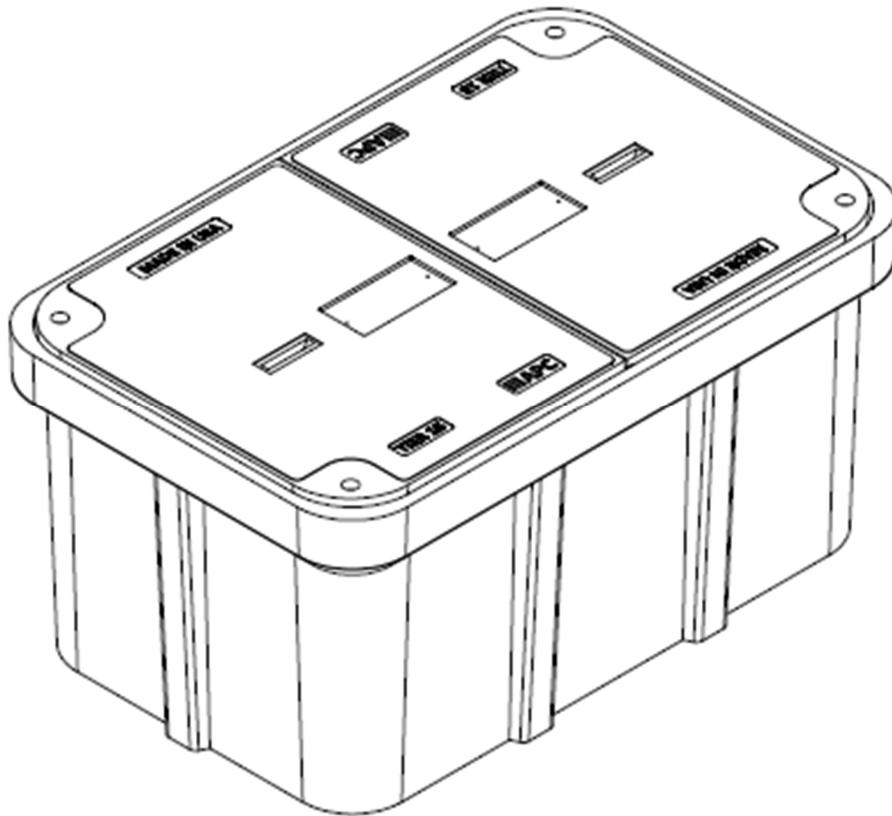


FLOWER POT

30"x48" PC UNIT, 2PC TIER 15/22
 18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	30"x48"x18"	Tier 15	P304818HU15...	460 lbs.
PC Unit – TIER 22	30"x48"x18"	Tier 22	P304818HU22...	525 lbs.
PC Unit – TIER 15	30"x48"x24"	Tier 15	P304824HU15...	510 lbs.
PC Unit – TIER 22	30"x48"x24"	Tier 22	P304824HU22...	575 lbs.
PC Unit – TIER 15	30"x48"x36"	Tier 15	P304836HU15...	615 lbs.
PC Unit – TIER 22	30"x48"x36"	Tier 22	P304836HU22...	680 lbs.

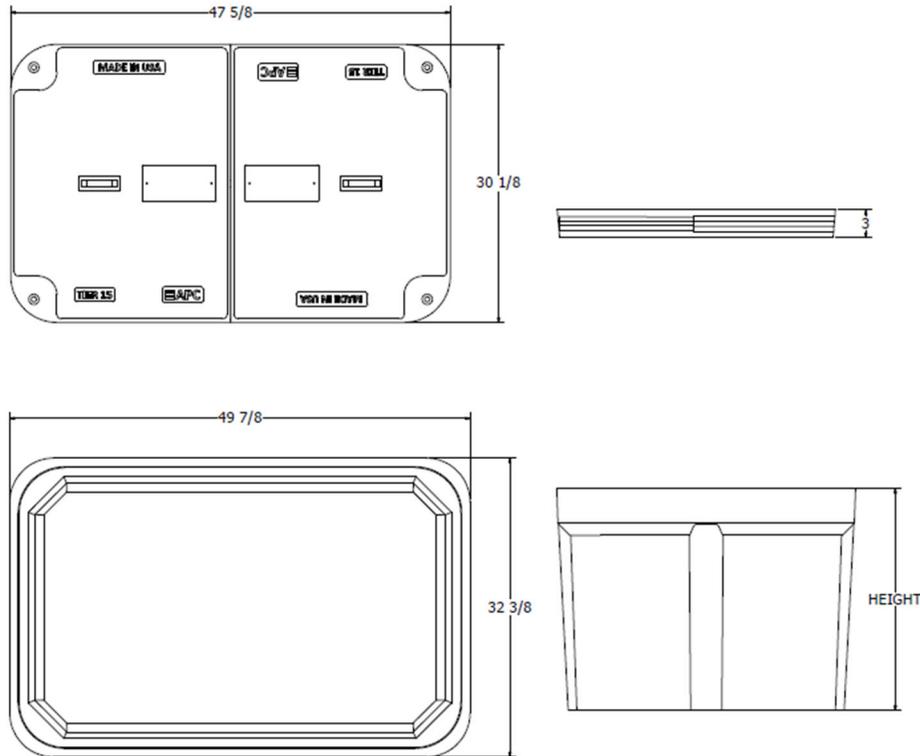


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	30"x48"x18"	Tier 22	P304818B22	185 lbs.
Replacement Box	30"x48"x24"	Tier 22	P304824B22	235 lbs.
Replacement Box	30"x48"x36"	Tier 22	P304836B22	340 lbs.
Replacement Lids - T15	30"x48" (half)	Tier 15	Various	150 lbs.
Replacement Lids - T22	30"x48" (half)	Tier 22	Various	170 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



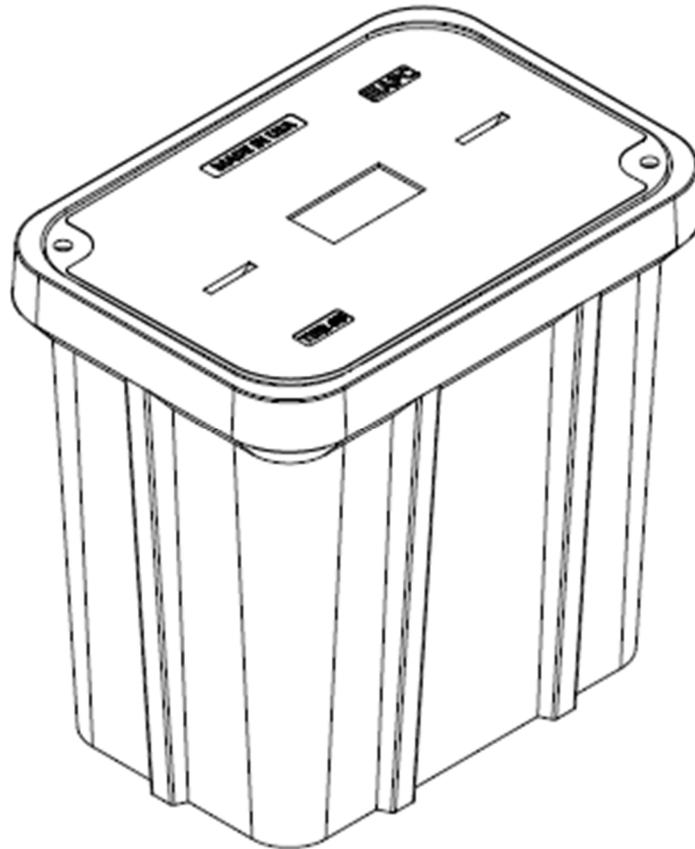
Auger Thread



24"x36" PC UNIT, TIER 15/22
 18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	24x36"x18"	Tier 15	P243618U15...	335 lbs.
PC Unit – TIER 22	24x36"x18"	Tier 22	P243618U22...	355 lbs.
PC Unit – TIER 15	24x36"x24"	Tier 15	P243624U15...	365 lbs.
PC Unit – TIER 22	24x36"x24"	Tier 22	P243624U22...	385 lbs.
PC Unit – TIER 15	24x36"x30"	Tier 15	P243630U15...	395 lbs.
PC Unit – TIER 22	24x36"x30"	Tier 22	P243630U22...	415 lbs.
PC Unit – TIER 15	24x36"x36"	Tier 15	P243636U15...	425 lbs.
PC Unit – TIER 22	24x36"x36"	Tier 22	P243636U22...	445 lbs.

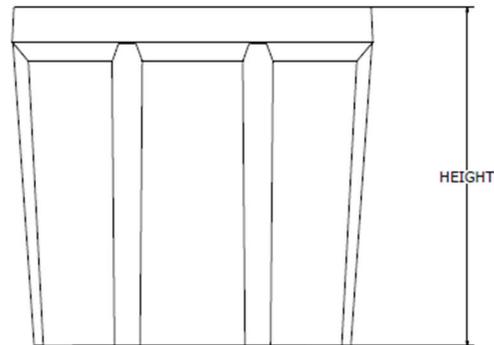
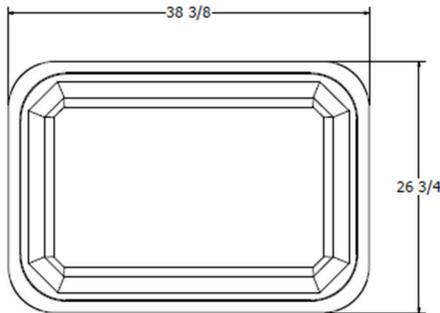
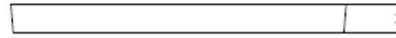
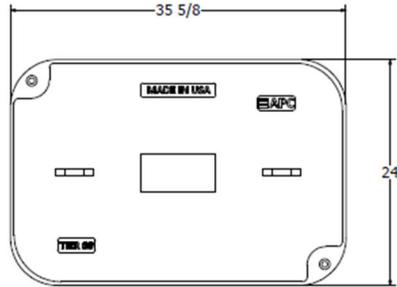


24"x36" PC UNIT, TIER 15/22

18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	24"x36"x18"	Tier 22	P243618B22	165 lbs.
Replacement Box	24"x36"x24"	Tier 22	P243624B22	195 lbs.
Replacement Box	24"x36"x30"	Tier 22	P243630B22	225 lbs.
Replacement Box	24"x36"x36"	Tier 22	P243636B22	255 lbs.
Replacement Lids - T15	24"x36"	Tier 15	Various	170 lbs.
Replacement Lids - T22	24"x36"	Tier 22	Various	190 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

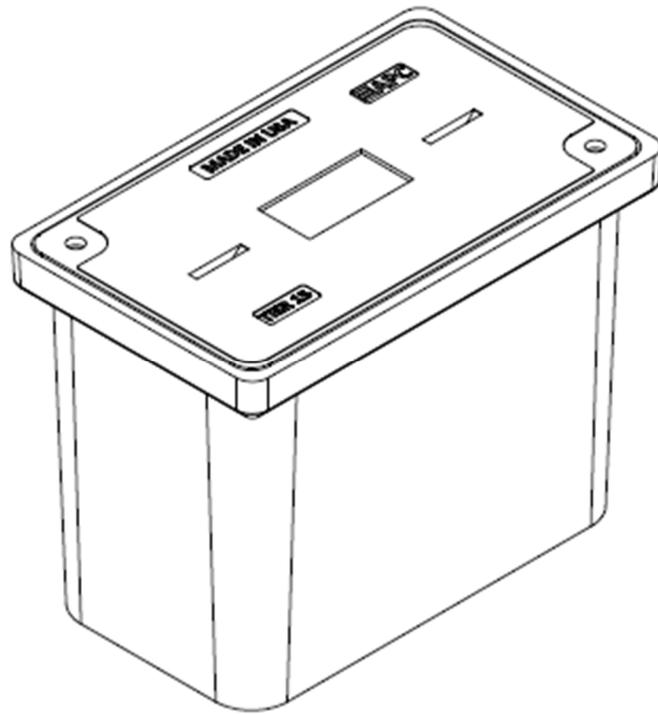


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit – TIER 15	17"x30"x12"	Tier 15	P173012U15...	138 lbs.
PC Unit – TIER 22	17"x30"x12"	Tier 22	P173012U22...	147 lbs.
PC Unit – TIER 15	17"x30"x18"	Tier 15	P173018U15...	172 lbs.
PC Unit – TIER 22	17"x30"x18"	Tier 22	P173018U22...	181 lbs.
PC Unit – TIER 15	17"x30"x24"	Tier 15	P173024U15...	192 lbs.
PC Unit – TIER 22	17"x30"x24"	Tier 22	P173024U22...	201 lbs.
PC Unit – TIER 15	17"x30"x30"	Tier 15	P173030U15...	217 lbs.
PC Unit – TIER 22	17"x30"x30"	Tier 22	P173030U22...	226 lbs.

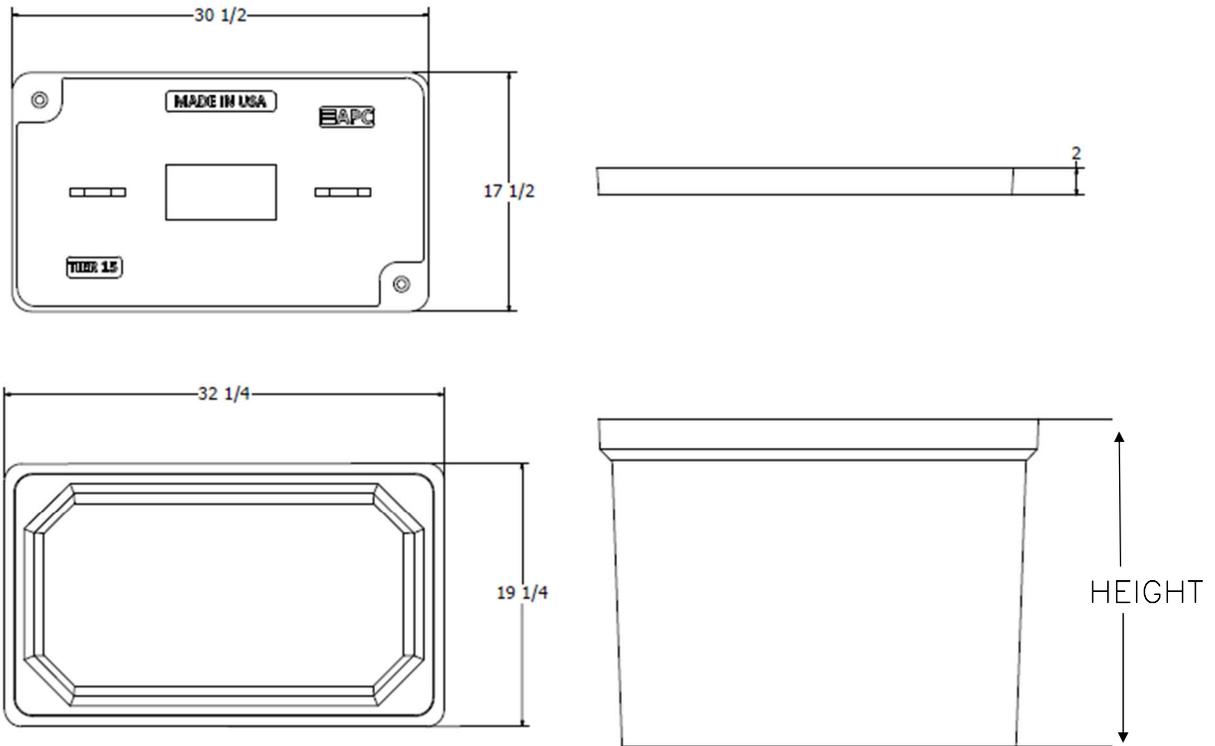


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	17"x30"x12"	Tier 22	P173012B22	66 lbs.
Replacement Box	17"x30"x18"	Tier 22	P173018B22	100 lbs.
Replacement Box	17"x30"x24"	Tier 22	P173024B22	120 lbs.
Replacement Box	17"x30"x30"	Tier 22	P173030B22	145 lbs.
Replacement Lids – T15	17"x30"	Tier 15	Various	72 lbs.
Replacement Lids – T22	17"x30"	Tier 22	Various	81 lbs.

Bolt options



Machine Thread



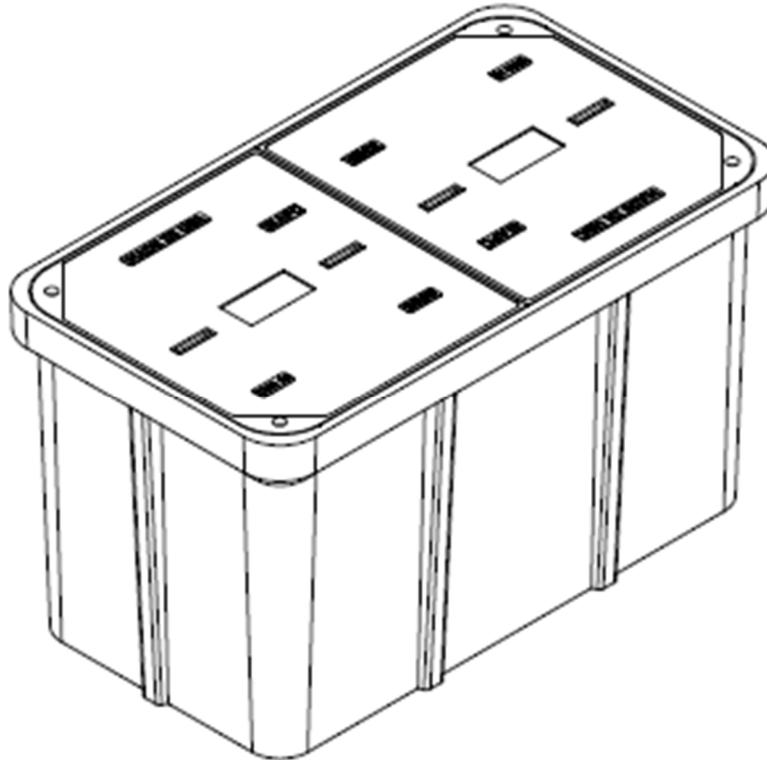
Auger Thread



33"x60" PC UNIT, 2PC TIER 15/22
36" HEIGHT



AMERICAN POLYMER COMPANY



Description	Nominal Size	ANSI Tier	Part Number	Estimated Weight
PC Unit - TIER 15	33"x60"x36"	Tier 15	P336036U15...	930 lbs.
PC Unit - TIER 22	33"x60"x36"	Tier 22	P336036U22...	1030 lbs.

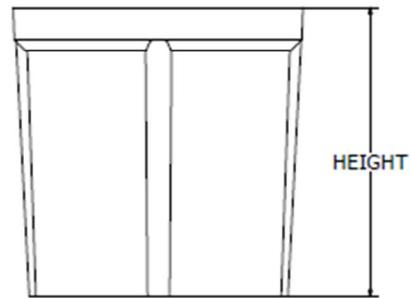
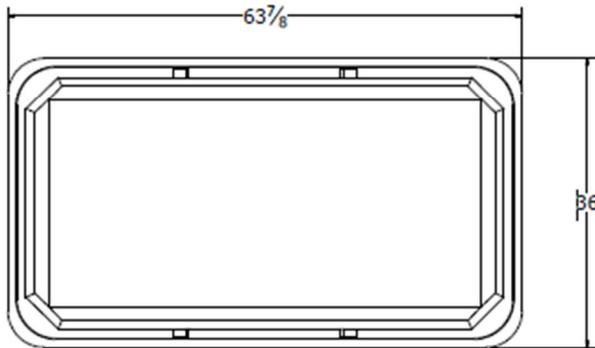
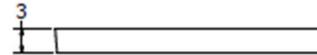
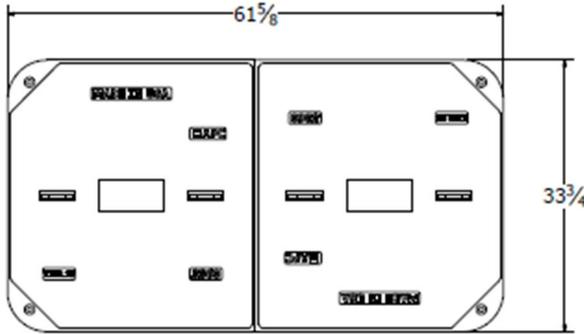


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



Components	Nominal Size	ANSI Tier	Part Number	Estimated Weight
Replacement Box	33"x60"x36"	Tier 22	P336036B22	530 lbs.
Replacement Lids - T15	33"x60" (half)	Tier 15	Various	200 lbs.
Replacement Lids - T22	33"x60" (half)	Tier 22	Various	250 lbs.

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



Spacing Charts Based on MUTCD			Must be Approved by an Engineer				
Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.		CHANNELIZING SPACING, FT.	
	Non-Divided Highways	Divided Highways		Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120
	Urban Low Speed - 100 FT						

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR

Check for Notice to Proceed.

Signature: _____

Company: _____

Date: 11/17/2023 **Project:** BLN01a-F06 Hoosier Court Ave TCP1a :
: **Traffic Control Suggestion For:** ATLANTIC ENGINEERING (AEG) :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.



Spacing Charts Based on MUTCD Must be Approved by an Engineer

Speed (MPH) Prior To Road Work	SIGN SPACING, FT.		BUFFER SPACE, FT.	TAPER LENGTH, FT.		CHANNELIZING SPACING, FT.		
	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area	
0-35	200	200	250	70	245	35	50	
40-45	350	500	360	150	540	40	80	
50-55	500	1000	495	185	660	50	100	
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120	
Urban Low Speed - 100 FT								

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR

Check for Notice to Proceed.

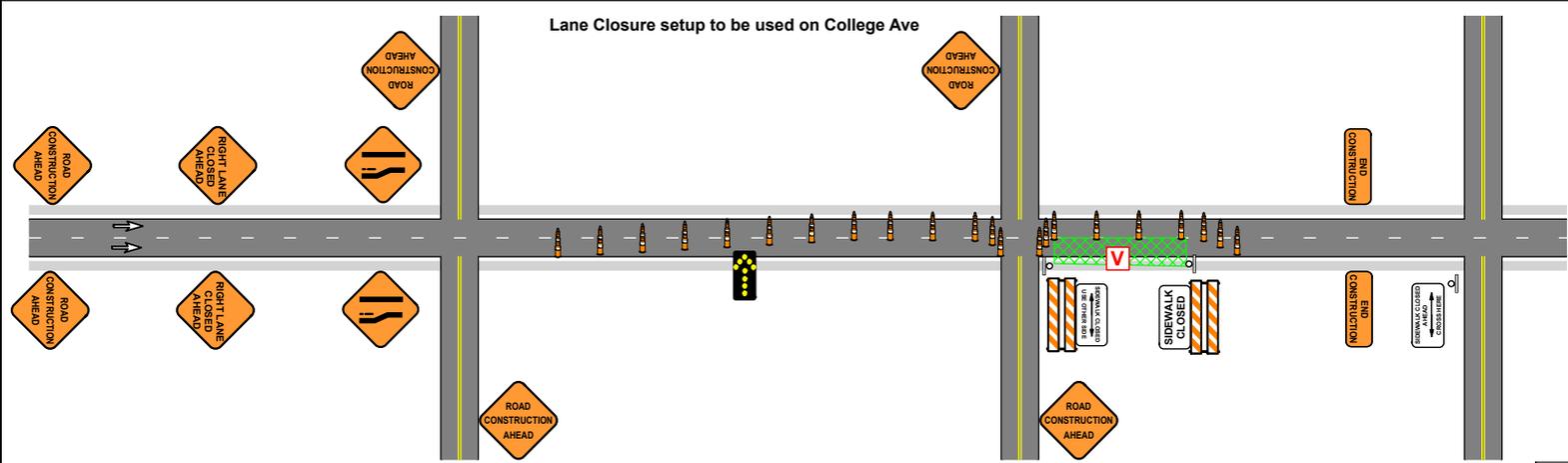
Signature: _____

Company: _____

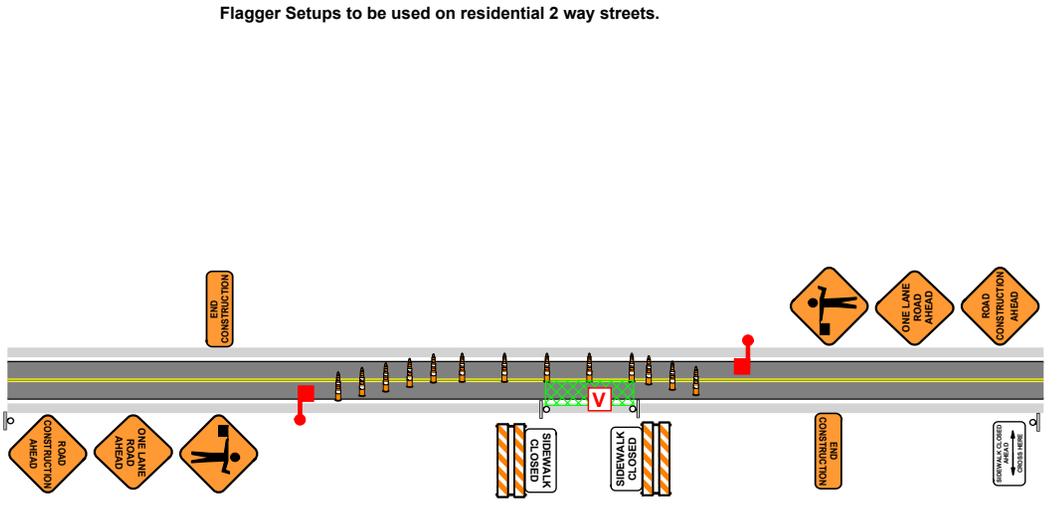
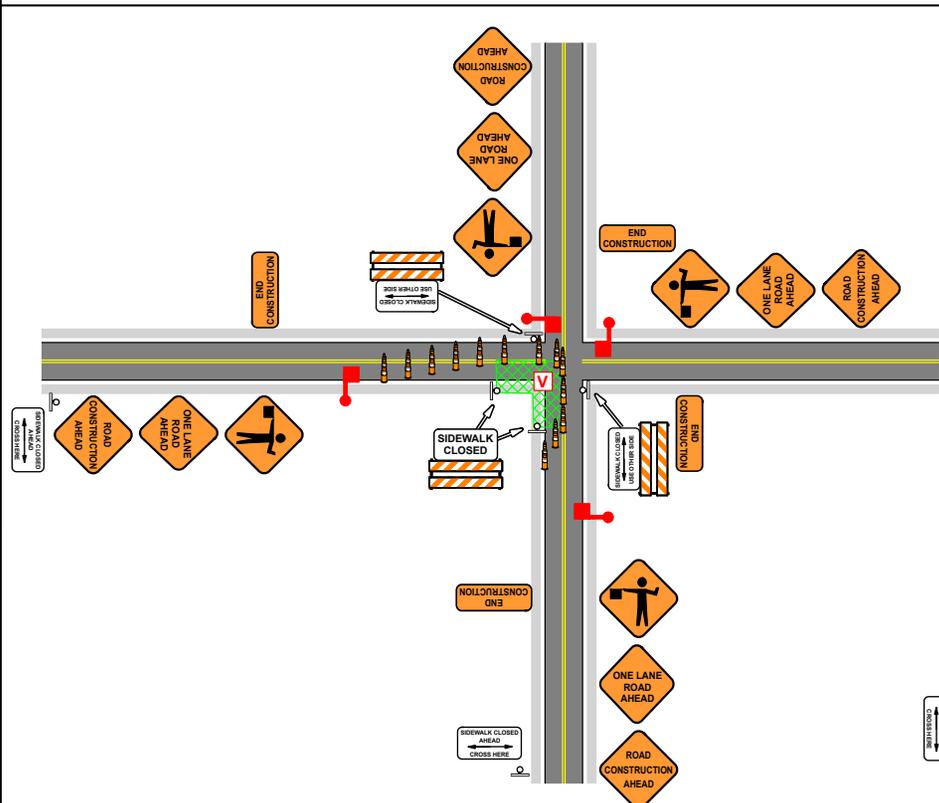


Date: 11/17/2023 Project: BLN01a-F06_Hoosier Court Ave TCP2 :
: Traffic Control Suggestion For: ATLANTIC ENGINEERING (AEG) :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.



Road Construction Ahead signs to be placed on all side streets within work area.
Sidewalk Closed Ahead Cross Here signs to be placed at nearest crossing.

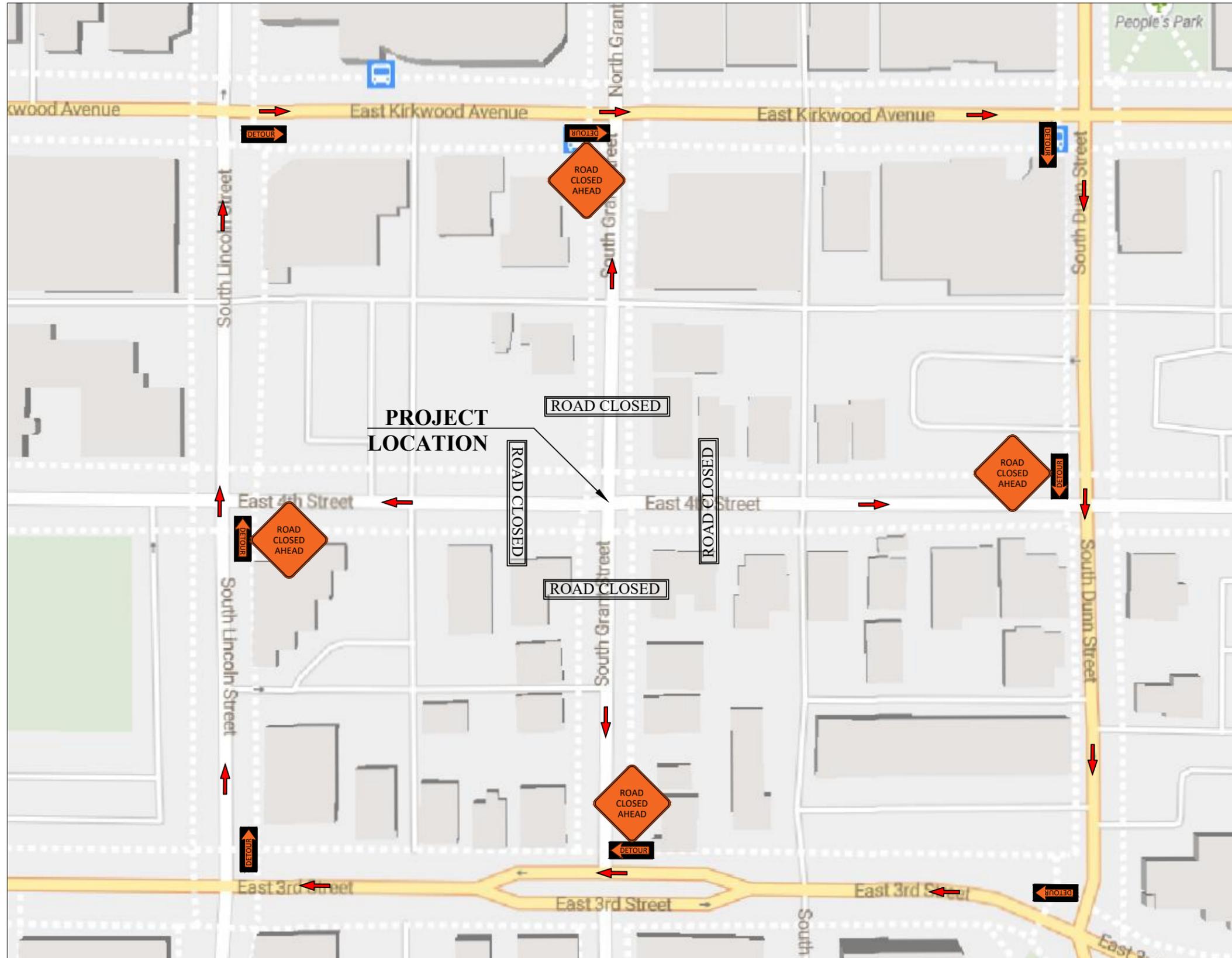


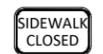


Board of Public Works Staff Report

Project/Event:	E 4 th St and S Grant St Storm Work
Staff Representative:	Alex Gray
Petitioner/Representative:	City of Bloomington Utilities / James Hall
Date:	December 5 th , 2023

Report: City of Bloomington Utilities (CBU) is requesting the closure of the E 4th St and S Grant St intersection so that they can repair a stormwater manhole in the intersection. The manhole will be excavated and brought back to street level. The work is expected to take 3 days and is currently planned for 12/19/2023 through 12/21/2023, barring no weather delays. The sidewalks in the area will be open for use while the intersection is closed.



-  M4-9 (R)
  XW20-1
-  M4-9 (L)
-  M4-10L
  W20-3
-  M4-10R
-  R3-1
  ROAD CLOSED
-  R3-2
  TYPE 3 BARRICADE
-  R11-2
 

PH.3 SIGN TABLE	
SIGN/EQUIPMENT	NO. REQ.
ROAD CONSTRUCTION AHEAD XW20-1	0
ROAD CLOSED AHEAD W20-3	4
FLAGGER AHEAD XW20-7	0
ROAD CLOSED R11-2	4
DETOUR LEFT M4-10L	4
DETOUR RIGHT M4-10R	4
RIGHT TURN PROHIBITION R3-1	0
LEFT TURN PROHIBITION R3-2	0
STREET NAME D3-1 ORANGE/BLACK	0
DETOUR W/ ARROW M4-9 (R)	0
DETOUR W/ ARROW M4-9 (L)	0
TYPE III BARRICADE	4

DATE	REVISIONS	No.	BY	APP.



UTILITIES DEPARTMENT

Designed by: MD	Checked by: JR	Date: 11/28/2023
Drawn by: MD	Approved by:	

MAINTENANCE OF TRAFFIC PLAN

E 4th & South Grant

Manhole Rehabilitation

PROPOSED SHEET No. 1 of 1



Board of Public Works Claim Register

Invoice Date Range 11/10/23 - 11/22/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 43430 - Animal Adoption Fees										
Vina Kinman	REFUND-KINMAN	01-refund adoption fee-canine-11/6/23	Paid by Check # 77707		11/14/2023	11/14/2023	11/22/2023		11/22/2023	100.00
							Account 43430 - Animal Adoption Fees Totals		Invoice Transactions 1	<u>\$100.00</u>
Account 52210 - Institutional Supplies										
4586 - Hill's Pet Nutrition Sales, INC	246990396	01-Prescription Veterinary Food	Paid by EFT # 55884		11/14/2023	11/14/2023	11/22/2023		11/22/2023	36.98
4586 - Hill's Pet Nutrition Sales, INC	247057777	01-Prescription Veterinary Food	Paid by EFT # 55884		11/14/2023	11/14/2023	11/22/2023		11/22/2023	43.65
4586 - Hill's Pet Nutrition Sales, INC	246988911	01-Prescription Veterinary Food	Paid by EFT # 55884		11/14/2023	11/14/2023	11/22/2023		11/22/2023	84.98
4574 - John Deere Financial f.s.b. (Rural King)	197897	01-litter-50 40lb bags pellet bedding	Paid by Check # 77687		11/14/2023	11/14/2023	11/22/2023		11/22/2023	249.50
4549 - Kroger Limited Partnership I	112172	01-Rabbit food	Paid by Check # 77688		11/14/2023	11/14/2023	11/22/2023		11/22/2023	8.52
4633 - Midwest Veterinary Supply, INC	20581419-000	01-partnership program rebate-Q3	Paid by EFT # 55927		11/14/2023	11/14/2023	11/22/2023		11/22/2023	(389.49)
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 6	<u>\$34.14</u>
Account 52340 - Other Repairs and Maintenance										
313 - Fastenal Company	INBLM233461	01-Trash can liners	Paid by EFT # 55864		11/14/2023	11/14/2023	11/22/2023		11/22/2023	136.36
							Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1	<u>\$136.36</u>
Account 53130 - Medical										
3376 - Bloomington Pets Alive, INC	2116703	01-Spay & Neuter Surgeries-10/2-10/30/23	Paid by EFT # 55820		11/14/2023	11/14/2023	11/22/2023		11/22/2023	9,000.00
							Account 53130 - Medical Totals		Invoice Transactions 1	<u>\$9,000.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	41.00
							Account 53210 - Telephone Totals		Invoice Transactions 1	<u>\$41.00</u>
Account 53220 - Postage										
3560 - First Financial Bank / Credit Cards	0010010913	01-BOH shipping, 14x14x14 box-10/11/23	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	10.67
3560 - First Financial Bank / Credit Cards	0010010910	01-refund return item-box and sales tax chgd-10/2/23	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	(11.42)



Board of Public Works Claim Register

Invoice Date Range 11/10/23 - 11/22/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53220 - Postage										
3560 - First Financial Bank / Credit Cards	0030008570	01-BOH shipping & box- 10/02/23	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	31.14
3560 - First Financial Bank / Credit Cards	102723-USPS	01-USPS-certified mail- 10/27/23	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	8.56
								Account 53220 - Postage Totals	Invoice Transactions 4	<u>\$38.95</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	55712	01-Hotel-"Aggressions In Dogs" Conf-E Herr- 9/29-9/30/23	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	330.78
								Account 53230 - Travel Totals	Invoice Transactions 1	<u>\$330.78</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	15379-001 1023	01-ACC-water/sewer bill-October 2023	Paid by Check # 77708		11/22/2023	11/22/2023	11/22/2023		11/22/2023	529.59
								Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$529.59</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50195420-110823	01-ACC-gas bill 10/03/23-11/02/23	Paid by Check # 77713		11/22/2023	11/22/2023	11/22/2023		11/22/2023	542.71
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$542.71</u>
Account 53610 - Building Repairs										
4483 - City Lawn Corporation	22216	01-Mowing at ACC 10/2/23	Paid by EFT # 55839		11/14/2023	11/14/2023	11/22/2023		11/22/2023	120.00
								Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>\$120.00</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	175070058	01-CSR license renewal for Indiana	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	104.92
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$104.92</u>
Account 53990 - Other Services and Charges										
4045 - Datamars, INC	840433	01-Microchip Registration	Paid by EFT # 55849		11/14/2023	11/14/2023	11/22/2023		11/22/2023	9.99
231 - IU Health OCC Health Services	00151410-00	01-Hearing Tests for employees- 10/03/23	Paid by EFT # 55899		11/14/2023	11/14/2023	11/22/2023		11/22/2023	481.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$490.99</u>
								Program 010000 - Main Totals	Invoice Transactions 21	<u>\$11,469.44</u>
Program 010001 - Donations Over \$5K										
Account 52210 - Institutional Supplies										
4586 - Hill's Pet Nutrition Sales, INC	247057779	01-Dog & Cat Food	Paid by EFT # 55884		11/14/2023	11/14/2023	11/22/2023		11/22/2023	110.28



Board of Public Works Claim Register

Invoice Date Range 11/10/23 - 11/22/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010001 - Donations Over \$5K										
Account 52210 - Institutional Supplies										
4586 - Hill's Pet Nutrition Sales, INC	246990398	01-Dog, Puppy & cat food	Paid by EFT # 55884		11/14/2023	11/14/2023	11/22/2023		11/22/2023	260.42
							Account 52210 - Institutional Supplies Totals	Invoice Transactions 2		<u>\$370.70</u>
							Program 010001 - Donations Over \$5K Totals	Invoice Transactions 2		<u>\$370.70</u>
							Department 01 - Animal Shelter Totals	Invoice Transactions 23		<u>\$11,840.14</u>
Department 02 - Public Works										
Program 020000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RDH-PYH4-1Y9N	02-PW Admin Received Date Stamps	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	24.98
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RRY-MWXP-GMMM	02-Stamps and Sortkwik for PW Admin	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	32.23
							Account 52110 - Office Supplies Totals	Invoice Transactions 2		<u>\$57.21</u>
Account 52420 - Other Supplies										
3404 - J.R. Watkins & Family, INC (Signs Now)	16914	02-Name Plate for Jane Kupersmith (BPW)	Paid by EFT # 55900		11/14/2023	11/14/2023	11/22/2023		11/22/2023	26.00
							Account 52420 - Other Supplies Totals	Invoice Transactions 1		<u>\$26.00</u>
							Program 020000 - Main Totals	Invoice Transactions 3		<u>\$83.21</u>
							Department 02 - Public Works Totals	Invoice Transactions 3		<u>\$83.21</u>
Department 03 - City Clerk										
Program 030000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1RRY-MWXP-31LX	03-2 screen protectors	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	44.84
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YTC-WRYK-7V3X	03-office supplies, MacBook privacy screen	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	23.99
6530 - Office Depot, INC	337987130001	03- office supplies, tissues	Paid by EFT # 55942		11/14/2023	11/14/2023	11/22/2023		11/22/2023	7.99
6530 - Office Depot, INC	337987129001	03-Office supplies, (2) translucent folders	Paid by EFT # 55942		11/14/2023	11/14/2023	11/22/2023		11/22/2023	99.98
							Account 52110 - Office Supplies Totals	Invoice Transactions 4		<u>\$176.80</u>



Board of Public Works Claim Register

Invoice Date Range 11/10/23 - 11/22/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 03 - City Clerk										
Program 030000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23- Inv. 287297421132X101920 23	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	164.00
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$164.00</u>
								Program 030000 - Main Totals	Invoice Transactions 5	<u>\$340.80</u>
								Department 03 - City Clerk Totals	Invoice Transactions 5	<u>\$340.80</u>
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53160 - Instruction										
8879 - Open Pivot INC	1967	04: Executive Training- Coaching Fee-H. Warren	Paid by EFT # 55944		11/14/2023	11/14/2023	11/22/2023		11/22/2023	2,500.00
								Account 53160 - Instruction Totals	Invoice Transactions 1	<u>\$2,500.00</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23- Inv. 287297421132X101920 23	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	41.00
								Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$41.00</u>
Account 53230 - Travel										
13383 - Shawn Christie Miya	102223-USDN	04: Travel Expense Reimbursement - Shawn Miya Oct 2023	Paid by EFT # 55930		11/14/2023	11/14/2023	11/22/2023		11/22/2023	378.18
								Account 53230 - Travel Totals	Invoice Transactions 1	<u>\$378.18</u>
Account 53320 - Advertising										
8706 - Elizabeth Garrett	103	04: Event Photography at 4th St Garage- 10/24/23	Paid by EFT # 55868		11/14/2023	11/14/2023	11/22/2023		11/22/2023	150.00
8706 - Elizabeth Garrett	104	04: Photo Documentation of Art Around Bloomington	Paid by EFT # 55868		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,500.00
53125 - Mr. Copy, INC	36770	04: Prints for IU Prison Arts Initiative Exhibition	Paid by EFT # 55936		11/14/2023	11/14/2023	11/22/2023		11/22/2023	882.00
								Account 53320 - Advertising Totals	Invoice Transactions 3	<u>\$2,532.00</u>



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Fund 101 - General Fund (S0101)											
Department 04 - Economic & Sustainable Dev											
Program 040000 - Main											
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	MC15944457	04: MailChimp Monthly Subscription - Sept 2023	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	39.50	
3560 - First Financial Bank / Credit Cards	MC16257037	04: MailChimp Monthly Subscription - Oct 2023	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	39.50	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 2	<u>\$79.00</u>
Account 53940 - Temporary Contractual Employee											
203 - INDIANA UNIVERSITY	92819208	04: McKinney Climate Fellow - Fall (I.Harper)	Paid by Check # 77686		11/14/2023	11/14/2023	11/22/2023		11/22/2023	2,000.00	
									Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 1	<u>\$2,000.00</u>
Account 53970 - Mayor's Promotion of Business											
8279 - Diego Rafael Cruz Manansala	140	04: Parkklet de-install	Paid by EFT # 55918		11/14/2023	11/14/2023	11/22/2023		11/22/2023	150.00	
8887 - PowerWasher Plus LLC	156952	04: Clean Mural at 3rd & College Ave	Paid by EFT # 55949		11/14/2023	11/14/2023	11/22/2023		11/22/2023	585.00	
8936 - Elizabeth S Sweeney	001	04: Art Activity at Black y Brown Festival	Paid by EFT # 55986		11/14/2023	11/14/2023	11/22/2023		11/22/2023	118.00	
7620 - Erin Marie Tobey	007	04: Final Renderings for NSF Size & Scale Mural	Paid by EFT # 55998		11/14/2023	11/14/2023	11/22/2023		11/22/2023	2,849.33	
8937 - Wright Traffic Control INC	73748	4: 3 Days-Traffic control-art install-3rd/College-10/23-10/25/23	Paid by EFT # 56019		11/14/2023	11/14/2023	11/22/2023		11/22/2023	4,859.84	
									Account 53970 - Mayor's Promotion of Business Totals	Invoice Transactions 5	<u>\$8,562.17</u>
Account 53990 - Other Services and Charges											
2410 - Axis Painting, INC	4117	04: Mural Wall Sanding & Painting WonderLab wall	Paid by EFT # 55810		11/14/2023	11/14/2023	11/22/2023		11/22/2023	2,847.94	
5936 - Emily Wilson Gillespie	102523	04: 3rd St Median Mural Repair- 5/11/23-10/25/23	Paid by EFT # 55871		11/14/2023	11/14/2023	11/22/2023		11/22/2023	9,150.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$11,997.94</u>
									Program 040000 - Main Totals	Invoice Transactions 16	<u>\$28,090.29</u>
Program 04TECH - Trades Tech Center											
Account 53990 - Other Services and Charges											
595 - Weddle Bros Construction Co., INC	105440	04:Trades District Tech Ctr Management-Pay App 1-Inv #105440	Paid by EFT # 56012		11/14/2023	11/14/2023	11/22/2023		11/22/2023	15,000.00	



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Fund 101 - General Fund (S0101)										
Department 04 - Economic & Sustainable Dev										
Program 04TECH - Trades Tech Center										
Account 53990 - Other Services and Charges										
595 - Weddle Bros Construction Co., INC	105538	04:Trades District Tech Ctr Management-Pay	Paid by EFT # 56012		11/14/2023	11/14/2023	11/22/2023		11/22/2023	22,000.00
595 - Weddle Bros Construction Co., INC	105607	04:Trades District Tech Ctr Management - Pay	Paid by EFT # 56012		11/14/2023	11/14/2023	11/22/2023		11/22/2023	55,431.13
		App 2-Inv #105538								
		App #3-Inv #105607								
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	3	\$92,431.13
							Program 04TECH - Trades Tech Center Totals	Invoice Transactions	3	\$92,431.13
							Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions	19	\$120,521.42
Department 05 - Common Council										
Program 050000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	41.00
							Account 53210 - Telephone Totals	Invoice Transactions	1	\$41.00
							Program 050000 - Main Totals	Invoice Transactions	1	\$41.00
							Department 05 - Common Council Totals	Invoice Transactions	1	\$41.00
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	INV31741561	06-Annual Webcast Pass for J Underwood (AICPA)	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	675.00
							Account 53160 - Instruction Totals	Invoice Transactions	1	\$675.00
Account 53990 - Other Services and Charges										
5648 - Reedy Financial Group, PC	10081	06-Annexation Consulting - billing through 10/31/23	Paid by EFT # 55956		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,800.00
5648 - Reedy Financial Group, PC	10082	06-TIF Financial Plan Consulting-billing through 10-31-2023	Paid by EFT # 55956		11/14/2023	11/14/2023	11/22/2023		11/22/2023	5,191.96
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	2	\$6,991.96
							Program 060000 - Main Totals	Invoice Transactions	3	\$7,666.96
							Department 06 - Controller's Office Totals	Invoice Transactions	3	\$7,666.96



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Fund 101 - General Fund (S0101)											
Department 07 - Engineering											
Program 070000 - Main											
Account 52430 - Uniforms and Tools											
8658 - Kleindorfer's Hardware LLC	771630	07-Gloves (2 pairs)	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	27.98	
8658 - Kleindorfer's Hardware LLC	773393	07-Pry Bar	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	10.79	
									Account 52430 - Uniforms and Tools Totals	Invoice Transactions 2	<u>\$38.77</u>
Account 53160 - Instruction											
3560 - First Financial Bank / Credit Cards	INV-114956-V8Q6D	07-ATSSA-Traff Control Technician course-5 employees	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,025.00	
3560 - First Financial Bank / Credit Cards	INV-114975-S1Z8Z	07-ATSSA-Traff Control Technician course-Stewart	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	205.00	
3560 - First Financial Bank / Credit Cards	186837	07-ITE -Universal Access for Sep Bikeways (N. Kopper)	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	20.00	
3560 - First Financial Bank / Credit Cards	612928	07-Kroger, prep meeting for Annual Strategy Session	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	60.59	
									Account 53160 - Instruction Totals	Invoice Transactions 4	<u>\$1,310.59</u>
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	568.59	
									Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$568.59</u>
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	ITEMBRSHIP-2024A	07-ITE 2024 membership dues -N. Kopper	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	345.00	
3560 - First Financial Bank / Credit Cards	1033896	07-doxpop Subscription Access-Public Records 10/13 #1033896	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	15.00	
3560 - First Financial Bank / Credit Cards	ITEMBRSHIP-2024	07-ITE 2024 Membership dues (A. Cibor)	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	345.00	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 3	<u>\$705.00</u>
									Program 070000 - Main Totals	Invoice Transactions 10	<u>\$2,622.95</u>
									Department 07 - Engineering Totals	Invoice Transactions 10	<u>\$2,622.95</u>



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Fund 101 - General Fund (S0101)											
Department 09 - CFRD											
Program 090000 - Main											
Account 52420 - Other Supplies											
3560 - First Financial Bank / Credit Cards	SAMSClub-4358	09-Candy for Reception-SWAGGER Awards; plates, cups, cutlery	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	64.42	
3560 - First Financial Bank / Credit Cards	JMP.10323	09-Books for Read for the Record-English Case & Spanish Case	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	368.00	
								Account 52420 - Other Supplies Totals		Invoice Transactions 2	\$432.42
Account 53170 - Mgt. Fee, Consultants, and Workshops											
5954 - The Greater Bloomington Chamber Of Commerce, INC	150015	09-2 Tickets to Community Conversations Bridging Perspectives	Paid by EFT # 55992		11/14/2023	11/14/2023	11/22/2023		11/22/2023	30.00	
								Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice Transactions 1	\$30.00
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	123.00	
								Account 53210 - Telephone Totals		Invoice Transactions 1	\$123.00
Account 53230 - Travel											
3560 - First Financial Bank / Credit Cards	0012486315399	09-Roundtrip to Miami-Ximena Martinez-Sister Cities Trip 2023	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	305.60	
3560 - First Financial Bank / Credit Cards	2023-EDLC0005932	09-eDreams-Avianca Air-Nicaragua Flight-Sister Cities-Ximena M.	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	205.16	
3560 - First Financial Bank / Credit Cards	0066527	09-Flight to Cuba-Ximena Martinez-Sister Cities Trip 2023	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	551.10	
3560 - First Financial Bank / Credit Cards	BSC1101a	09-Marazul Tours-Sister Cities Trip-Cuba Trip Deposit for Ximen	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	200.00	
								Account 53230 - Travel Totals		Invoice Transactions 4	\$1,261.86
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	10.27.23	09-Constant Contact Monthly-October 2023	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	145.00	



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Fund 101 - General Fund (S0101)										
Department 09 - CFRD										
Program 090000 - Main										
Account 53910 - Dues and Subscriptions										
4440 - Points of Light Foundation	958	09-Points of Light Affiliate Membership Dues-10/1/23-9/30/24	Paid by Check # 77694		11/14/2023	11/14/2023	11/22/2023		11/22/2023	125.00
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 2	<u>\$270.00</u>
Account 53960 - Grants										
3560 - First Financial Bank / Credit Cards	6506576575	09-Beacon, Inc.-2023 Halloween Bash Tickets for 3 CFRD Staff	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	259.03
							Account 53960 - Grants Totals		Invoice Transactions 1	<u>\$259.03</u>
							Program 090000 - Main Totals		Invoice Transactions 11	<u>\$2,376.31</u>
							Department 09 - CFRD Totals		Invoice Transactions 11	<u>\$2,376.31</u>
Department 10 - Legal										
Program 100000 - Main										
Account 53120 - Special Legal Services										
50587 - Barnes & Thornburg LLP	3143779	10-general municipal advice -July 2023	Paid by EFT # 55812		11/14/2023	11/14/2023	11/22/2023		11/22/2023	3,804.00
50587 - Barnes & Thornburg LLP	3160383	10-Legal Serv-Convention Ctr Expansion Financing-Sept 2023	Paid by EFT # 55812		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,677.50
50587 - Barnes & Thornburg LLP	3160384	10-general municipal advice -Sept 2023	Paid by EFT # 55812		11/14/2023	11/14/2023	11/22/2023		11/22/2023	201.00
19660 - Bose McKinney & Evans, LLP	863002	10-legal services-Annexation Remonstrances-8/17-9/6/23	Paid by EFT # 55825		11/14/2023	11/14/2023	11/22/2023		11/22/2023	76,401.55
8610 - Frank Sullivan, JR	102123-Smith	10-Smith-53C06-2203-PL-000608-9/12-10/4/23	Paid by EFT # 55983		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,200.00
							Account 53120 - Special Legal Services Totals		Invoice Transactions 5	<u>\$83,284.05</u>
							Program 100000 - Main Totals		Invoice Transactions 5	<u>\$83,284.05</u>
							Department 10 - Legal Totals		Invoice Transactions 5	<u>\$83,284.05</u>
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 47060 - Refunds										
3560 - First Financial Bank / Credit Cards	22791117-STREFUN	11 - refund for sales tax charged from Panera	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	(12.56)
							Account 47060 - Refunds Totals		Invoice Transactions 1	<u>(\$12.56)</u>



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Fund 101 - General Fund (S0101)										
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1H43-H1HV- DPHT	11 - charger for laptop	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	37.99
							Account 52110 - Office Supplies Totals		Invoice Transactions 1	<u>\$37.99</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11PJ-MJCM- 3KQG	11 - videography supplies for Justin Crossley	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	636.42
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$636.42</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872874302161 023	06-cell phone chgs 09/12/23-10/11/23- Inv. 287287430216X101920 23	Paid by Check # 77666		11/15/2023	11/15/2023	11/15/2023		11/15/2023	239.67
							Account 53210 - Telephone Totals		Invoice Transactions 1	<u>\$239.67</u>
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	BSC1101c	11 - John Hamilton Cuba tour arrangements-Sister Cities	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	600.00
3560 - First Financial Bank / Credit Cards	0010637169800 Fee	11-addt'l airfare fees J Hamilton Indy-Miami- Sister Cities	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	28.29
3560 - First Financial Bank / Credit Cards	0010637169799 Fee	11-addt'l airfare fees Madrigal Indy-Miami- Sister Cities	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	27.68
3560 - First Financial Bank / Credit Cards	0012486314951	11 - airfare John Hamilton Indy-Miami- Sister Cities	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	305.60
3560 - First Financial Bank / Credit Cards	0012486314950	11 - airfare Josefa Madrigal Indy - Miami- Sister Cities	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	305.60
3560 - First Financial Bank / Credit Cards	3TBBJQ	11-airfare Miami to Managua J.Hamilton J. Madrigal-Sister Cities	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	620.66
6894 - Devta Linda Kidd	101923- DigitalCon	11-mileage reimb- Digital Gov't Summit- Indy-10/19/23	Paid by EFT # 55907		11/14/2023	11/14/2023	11/22/2023		11/22/2023	91.70
							Account 53230 - Travel Totals		Invoice Transactions 7	<u>\$1,979.53</u>



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Fund 101 - General Fund (S0101)										
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 53310 - Printing										
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-57505-A	11 - tree wrap signs for Middle Way House Wrapped in Love	Paid by EFT # 55958		11/14/2023	11/14/2023	11/22/2023		11/22/2023	95.84
							Account 53310 - Printing Totals	Invoice Transactions 1		<u>95.84</u>
Account 53640 - Hardware and Software Maintenance										
53442 - Paragon Micro, INC	S5716292	11 - digital storage 10/31/2023	Paid by EFT # 55947		11/14/2023	11/14/2023	11/22/2023		11/22/2023	9.16
							Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 1		<u>9.16</u>
Account 53990 - Other Services and Charges										
7917 - Civic Champs INC (Helping Hands Bloomington)	9DA8D141-0005	11 - Innovation monthly marketing 10/31/23-11/29/23	Paid by EFT # 55840		11/14/2023	11/14/2023	11/22/2023		11/22/2023	700.00
3560 - First Financial Bank / Credit Cards	SIB-741432	11-Brevo- October 2023 email marketing	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	181.00
7897 - Fox Frame Productions	001	11-Short promo videos for the City-1st payment	Paid by EFT # 55867		11/14/2023	11/14/2023	11/22/2023		11/22/2023	7,500.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 3		<u>\$8,381.00</u>
							Program 110000 - Main Totals	Invoice Transactions 16		<u>\$11,367.05</u>
							Department 11 - Mayor's Office Totals	Invoice Transactions 16		<u>\$11,367.05</u>
Department 12 - Human Resources										
Program 120000 - Main										
Account 53320 - Advertising										
54546 - Charles Y Coghlan, DMD (Office Easel)	106352A	12-rack card, table cover	Paid by EFT # 55838		11/14/2023	11/14/2023	11/22/2023		11/22/2023	270.00
							Account 53320 - Advertising Totals	Invoice Transactions 1		<u>\$270.00</u>
Account 53990 - Other Services and Charges										
6099 - Safe Hiring Solutions	385997	12-out of state background checks (13)	Paid by EFT # 55962		11/14/2023	11/14/2023	11/22/2023		11/22/2023	132.40
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		<u>\$132.40</u>
							Program 120000 - Main Totals	Invoice Transactions 2		<u>\$402.40</u>
							Department 12 - Human Resources Totals	Invoice Transactions 2		<u>\$402.40</u>



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Fund 101 - General Fund (S0101)											
Department 13 - Planning											
Program 130000 - Main											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23- Inv. 287297421132X101920 23	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	369.00	
									Account 53210 - Telephone Totals	Invoice Transactions 1	<u>\$369.00</u>
Account 53230 - Travel											
3560 - First Financial Bank / Credit Cards	19087C99188	13-hotel-G Holbrow- APA Fall Conf. - Syracuse, IN-10/4- 10/6/23	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	238.00	
3560 - First Financial Bank / Credit Cards	2322703	13-Food Cost-M Hirtzel travel-Admin Conf-Las	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	50.71	
3560 - First Financial Bank / Credit Cards	102523	Vegas-Di Fara Pizza 13-Food Cost-M Hirtzel travel-Admin Conf-Las	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	12.07	
3560 - First Financial Bank / Credit Cards	231025-01-190	Vegas-Coffee Bean 13-Food Cost-M Hirtzel travel-Admin Conf-Las	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	12.77	
3560 - First Financial Bank / Credit Cards	6401266	Vegas-Chick-fil-A 13-Food Cost-M Hirtzel travel-Admin Conf-Las	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	28.16	
3560 - First Financial Bank / Credit Cards	SCAPC3	Vegas-Pronto 13-Hotel Stay, M Hirtzel for Admin Conf in Las	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	549.91	
3560 - First Financial Bank / Credit Cards	042068	Vegas 13-Airport Parking-M Hirtzel-Admin Conf-Las	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	68.00	
3560 - First Financial Bank / Credit Cards	4095	Vegas 10/22-10/25/23 13-Taxi Ride for M Hirtzel for Admin Conf	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	41.36	
7608 - Melissa Hirtzel	102223- ADMINCONF	in Las Vegas 13-per diem/pkg/milleage- Admin Conf, Las Vegas- 10/22-10/25/23	Paid by EFT # 55885		11/14/2023	11/14/2023	11/22/2023		11/22/2023	116.93	
									Account 53230 - Travel Totals	Invoice Transactions 9	<u>\$1,117.91</u>
Account 53310 - Printing											
3892 - Midwest Color Printing, INC	INV-19609	13- 250 Business Cards for Joy Brown - Compliance Planner	Paid by EFT # 55926		11/14/2023	11/14/2023	11/22/2023		11/22/2023	65.83	
									Account 53310 - Printing Totals	Invoice Transactions 1	<u>\$65.83</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount																																	
Fund 101 - General Fund (S0101)																																											
Department 13 - Planning																																											
Program 132000 - MPO																																											
Account 53990 - Other Services and Charges																																											
<table style="width:100%; border:none;"> <tr> <td style="width:50%;"></td> <td style="width:10%;"></td> </tr> <tr> <td colspan="8" style="text-align:right;">Program 130000 - Main Totals</td> <td>Invoice Transactions</td> <td>11</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">\$1,552.74</td> </tr> </table>																						Program 130000 - Main Totals								Invoice Transactions	11	\$1,552.74											
Program 130000 - Main Totals								Invoice Transactions	11	\$1,552.74																																	
3560 - First Financial Bank / Credit Cards	100923-441/1	13-Directors Dinner for MPO Conf-Social Cantina-10/9/23	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	600.00																																	
3560 - First Financial Bank / Credit Cards	100423	13- Krogers-Snacks for MPO Conference	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	38.43																																	
<table style="width:100%; border:none;"> <tr> <td colspan="8" style="text-align:right;">Account 53990 - Other Services and Charges Totals</td> <td>Invoice Transactions</td> <td>2</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">\$638.43</td> </tr> <tr> <td colspan="8" style="text-align:right;">Program 132000 - MPO Totals</td> <td>Invoice Transactions</td> <td>2</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">\$638.43</td> </tr> <tr> <td colspan="8" style="text-align:right;">Department 13 - Planning Totals</td> <td>Invoice Transactions</td> <td>13</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">\$2,191.17</td> </tr> </table>											Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$638.43	Program 132000 - MPO Totals								Invoice Transactions	2	\$638.43	Department 13 - Planning Totals								Invoice Transactions	13	\$2,191.17
Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$638.43																																	
Program 132000 - MPO Totals								Invoice Transactions	2	\$638.43																																	
Department 13 - Planning Totals								Invoice Transactions	13	\$2,191.17																																	
Department 19 - Facilities Maintenance																																											
Program 190000 - Main																																											
Account 52310 - Building Materials and Supplies																																											
177 - Indiana Oxygen Company, INC	10268190	19- Cylinder Rental, Torch Supplies - 10/31/23	Paid by EFT # 55893		11/14/2023	11/14/2023	11/22/2023		11/22/2023	45.88																																	
177 - Indiana Oxygen Company, INC	10262288	17 - Cylinder of Carbon Dioxide	Paid by EFT # 55893		11/14/2023	11/14/2023	11/22/2023		11/22/2023	32.00																																	
<table style="width:100%; border:none;"> <tr> <td colspan="8" style="text-align:right;">Account 52310 - Building Materials and Supplies Totals</td> <td>Invoice Transactions</td> <td>2</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">\$77.88</td> </tr> </table>											Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	2	\$77.88																						
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions	2	\$77.88																																	
Account 52340 - Other Repairs and Maintenance																																											
60 - Monroe County Solid Waste Management District	28-2023	19 -disposal Batteries & Fluorescent Tubes	Paid by Check # 77692		11/14/2023	11/14/2023	11/22/2023		11/22/2023	102.15																																	
<table style="width:100%; border:none;"> <tr> <td colspan="8" style="text-align:right;">Account 52340 - Other Repairs and Maintenance Totals</td> <td>Invoice Transactions</td> <td>1</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">\$102.15</td> </tr> </table>											Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	1	\$102.15																						
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	1	\$102.15																																	
Account 52430 - Uniforms and Tools																																											
19171 - Aramark Uniform & Career Apparel Group, INC	4080086533	19-Work Uniforms for Facility Employees - 9/14/23	Paid by EFT # 55808		11/14/2023	11/14/2023	11/22/2023		11/22/2023	12.41																																	
19171 - Aramark Uniform & Career Apparel Group, INC	4080093688	19-Work Uniforms for Facility Employees - 10/26/2023	Paid by EFT # 55808		11/14/2023	11/14/2023	11/22/2023		11/22/2023	12.41																																	
19171 - Aramark Uniform & Career Apparel Group, INC	4080094841	19-Work Uniforms for Facility Employees - 11/2/2023	Paid by EFT # 55808		11/14/2023	11/14/2023	11/22/2023		11/22/2023	12.41																																	
19171 - Aramark Uniform & Career Apparel Group, INC	4080092536	19 - Work Uniforms for Facility Employees - 10/19/2023	Paid by EFT # 55808		11/14/2023	11/14/2023	11/22/2023		11/22/2023	12.41																																	
798 - Winters Associates Promotional Products, INC	115059	19 - Safety vests with imprint (12)	Paid by EFT # 56017		11/14/2023	11/14/2023	11/22/2023		11/22/2023	318.23																																	
<table style="width:100%; border:none;"> <tr> <td colspan="8" style="text-align:right;">Account 52430 - Uniforms and Tools Totals</td> <td>Invoice Transactions</td> <td>5</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black;">\$367.87</td> </tr> </table>											Account 52430 - Uniforms and Tools Totals								Invoice Transactions	5	\$367.87																						
Account 52430 - Uniforms and Tools Totals								Invoice Transactions	5	\$367.87																																	



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Fund 101 - General Fund (S0101)											
Department 19 - Facilities Maintenance											
Program 190000 - Main											
Account 53140 - Exterminator Services											
51538 - Economy Termite & Pest Control, INC	57819	19-Pest Control Services for Counsel Office @ City Hall-10/18/23	Paid by EFT # 55855		11/14/2023	11/14/2023	11/22/2023		11/22/2023	75.00	
									Account 53140 - Exterminator Services Totals	Invoice Transactions 1	\$75.00
Account 53610 - Building Repairs											
32 - Cassidy Electrical Contractors, INC	32707	19- SA - Outlet installed for kiosk in Atrium at City Hall	Paid by EFT # 55833		11/14/2023	11/14/2023	11/22/2023		11/22/2023	309.56	
818 - Everywhere Signs, LLC	59857	19 - SA - Removed signs/vinyl from back side of showers	Paid by EFT # 55863		11/14/2023	11/14/2023	11/22/2023		11/22/2023	480.00	
321 - Harrell Fish, INC (HFI)	W95456	19 - SA - Replaced chain & reinstalled pump for fountain	Paid by EFT # 55881		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,854.44	
321 - Harrell Fish, INC (HFI)	W95624	19-SA-Chiller-Installed new pump, contactor & aux switch	Paid by EFT # 55881		11/14/2023	11/14/2023	11/22/2023		11/22/2023	5,029.52	
7402 - Nature's Way, INC	62807	19-SA-City Hall-Monthly Interior Maintenance-10/1/23	Paid by EFT # 55941		11/14/2023	11/14/2023	11/22/2023		11/22/2023	353.43	
7402 - Nature's Way, INC	63069	19-SA-City Hall-Monthly Interior Maintenance-11/1/23	Paid by EFT # 55941		11/14/2023	11/14/2023	11/22/2023		11/22/2023	353.43	
									Account 53610 - Building Repairs Totals	Invoice Transactions 6	\$8,380.38
									Program 190000 - Main Totals	Invoice Transactions 15	\$9,003.28
									Department 19 - Facilities Maintenance Totals	Invoice Transactions 15	\$9,003.28
Department 28 - ITS											
Program 280000 - Main											
Account 52110 - Office Supplies											
5103 - Staples Contract & Commercial, INC	3549063943	28 - Kitchen Organizer	Paid by EFT # 55978		11/14/2023	11/14/2023	11/22/2023		11/22/2023	21.82	
									Account 52110 - Office Supplies Totals	Invoice Transactions 1	\$21.82
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MJH-DLKH-FV3X	28 - Charger for GPS Trimble	Paid by EFT # 55801		11/14/2023	11/14/2023	11/22/2023		11/22/2023	6.98	
6530 - Office Depot, INC	336528040001	28 - 6 Rolls Plotter Paper	Paid by EFT # 55942		11/14/2023	11/14/2023	11/22/2023		11/22/2023	378.96	



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Fund 101 - General Fund (S0101)											
Department 28 - ITS											
Program 280000 - Main											
Account 52420 - Other Supplies											
6530 - Office Depot, INC	337827598001	28 - steno pad	Paid by EFT # 55942		11/14/2023	11/14/2023	11/22/2023		11/22/2023	6.51	
6530 - Office Depot, INC	338187215001	28 - Cutlery 6 Cases of Paper kitchen Organizer	Paid by EFT # 55942		11/14/2023	11/14/2023	11/22/2023		11/22/2023	259.75	
									Account 52420 - Other Supplies Totals	Invoice Transactions 4	<u>\$652.20</u>
Account 53160 - Instruction											
3560 - First Financial Bank / Credit Cards	94572202	28- ESRI ArcGIS Training for GIS Specialist M. Blair	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,790.00	
3560 - First Financial Bank / Credit Cards	94572203	28- ESRI ArcGIS Training for GIS Specialist R. Creek	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,790.00	
3560 - First Financial Bank / Credit Cards	94572204	28-ESRI ArcGIS Training for GIS Specialist M. Stier	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,790.00	
									Account 53160 - Instruction Totals	Invoice Transactions 3	<u>\$5,370.00</u>
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	119.48	
1079 - AT&T	849494015-060923	28-CH/off site fac-long distance chgs 06/09/2023-BAN #849494015	Paid by Check # 77663		11/15/2023	11/15/2023	11/15/2023		11/15/2023	105.74	
1079 - AT&T	849494015-070923	28-CH/off site fac-long distance chgs 07/09/2023-BAN #849494015	Paid by Check # 77664		11/15/2023	11/15/2023	11/15/2023		11/15/2023	166.30	
1079 - AT&T	849494015-080923	28-CH/off site fac-long distance chgs 08/09/2023-BAN #849494015	Paid by Check # 77665		11/15/2023	11/15/2023	11/15/2023		11/15/2023	143.30	
									Account 53210 - Telephone Totals	Invoice Transactions 4	<u>\$534.82</u>
Account 53640 - Hardware and Software Maintenance											
3560 - First Financial Bank / Credit Cards	2074559	28- Boomerang Software-V. Jones-9/29/23-9/29/24	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	179.76	



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Fund 101 - General Fund (S0101)											
Department 28 - ITS											
Program 280000 - Main											
Account 53640 - Hardware and Software Maintenance											
53442 - Paragon Micro, INC	S5133952	28 - VMware virtual server support sub 11/19/23 - 11/18/24	Paid by EFT # 55947		11/14/2023	11/14/2023	11/22/2023		11/22/2023	5,593.87	
53442 - Paragon Micro, INC	S5135995	28 - Veeam Software Subscriptions (24)- 12/8/23-12/7/23	Paid by EFT # 55947		11/14/2023	11/14/2023	11/22/2023		11/22/2023	12,536.76	
									Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 3	<u>\$18,310.39</u>
Account 53910 - Dues and Subscriptions											
3560 - First Financial Bank / Credit Cards	j0n15w7p	28-Bluesky Zoom Timer Billed Monthly-10/4/23	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	89.95	
3560 - First Financial Bank / Credit Cards	P0VrfP9y	28 -Google APIs October 2023	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	111.41	
3560 - First Financial Bank / Credit Cards	38901239.1696033	28 - Google domain visitbead.com -1 year renewal-9/29/23	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	12.00	
3560 - First Financial Bank / Credit Cards	221641	28 - Parted Magic hard disk mgmt. subscription Q4-23	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	13.00	
3560 - First Financial Bank / Credit Cards	CC72C925-0037	28 - Submittable monthly subscription- 10/27-11/27/23	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	119.00	
3560 - First Financial Bank / Credit Cards	INV224017318	28-Zoom monthly subscription 10/20-11/19/23	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	430.00	
4622 - SurveyMonkey INC	INV-SM-00052224	28 - Power User Bundle annual subscription 10/30/23-10/29/24	Paid by EFT # 55985		11/14/2023	11/14/2023	11/22/2023		11/22/2023	14,300.00	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 7	<u>\$15,075.36</u>
Account 53990 - Other Services and Charges											
5534 - Presidio Holdings, INC	6023423005492	28 - Wifi in the Parks - Crestmont Park Change Order	Paid by EFT # 55951		11/14/2023	11/14/2023	11/22/2023		11/22/2023	486.15	
5534 - Presidio Holdings, INC	6023423005961	28 - WiFi in the Parks - Crestmont Project Closure	Paid by EFT # 55951		11/14/2023	11/14/2023	11/22/2023		11/22/2023	6,458.26	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$6,944.41</u>
Account 54420 - Purchase of Equipment											
53442 - Paragon Micro, INC	S5132342	28 - Portable HVAC Units (2)	Paid by EFT # 55947		11/14/2023	11/14/2023	11/22/2023		11/22/2023	2,187.97	
53442 - Paragon Micro, INC	S5134946	28 - Upgrade ITS TV Monitors	Paid by EFT # 55947		11/14/2023	11/14/2023	11/22/2023		11/22/2023	342.99	



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Fund 101 - General Fund (S0101)										
Department 28 - ITS										
Program 280000 - Main										
Account 54420 - Purchase of Equipment										
53442 - Paragon Micro, INC	S5135321	28-(3) Apple MacBook Pro, AppleCare+, extended warranty & case	Paid by EFT # 55947		11/14/2023	11/14/2023	11/22/2023		11/22/2023	8,030.91
53442 - Paragon Micro, INC	S5135642	28-(3) Microsoft Perpetual License Office LTSC Standard for Mac	Paid by EFT # 55947		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,224.00
5534 - Presidio Holdings, INC	6013523000890	28 - Three #8 Serial Servers	Paid by EFT # 55951		11/14/2023	11/14/2023	11/22/2023		11/22/2023	8,210.73
							Account 54420 - Purchase of Equipment Totals		Invoice Transactions 5	<u>\$19,996.60</u>
							Program 280000 - Main Totals		Invoice Transactions 29	<u>\$66,905.60</u>
							Department 28 - ITS Totals		Invoice Transactions 29	<u>\$66,905.60</u>
							Fund 101 - General Fund (S0101) Totals		Invoice Transactions 155	<u>\$318,646.34</u>
Fund 103 - Restricted Donations(ord 05-17)										
Department 06 - Controller's Office										
Program 400101 - Animal Medical Services										
Account 53130 - Medical										
6529 - BloomingPaws, LLC	294246	01-Emergency Exam and diagnostics	Paid by EFT # 55817		11/14/2023	11/14/2023	11/22/2023		11/22/2023	404.56
3376 - Bloomington Pets Alive, INC	2116703	01-Spay & Neuter Surgeries-10/2-10/30/23	Paid by EFT # 55820		11/14/2023	11/14/2023	11/22/2023		11/22/2023	6,185.26
54639 - Shake Veterinary Services, INC (Town & Country Vet	200847	01-Spay & Neuter Surgeries	Paid by EFT # 55966		11/14/2023	11/14/2023	11/22/2023		11/22/2023	481.50
							Account 53130 - Medical Totals		Invoice Transactions 3	<u>\$7,071.32</u>
							Program 400101 - Animal Medical Services Totals		Invoice Transactions 3	<u>\$7,071.32</u>
Program 400102 - Animal Supplies										
Account 52210 - Institutional Supplies										
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	6102598992	01-Insulin	Paid by EFT # 55822		11/14/2023	11/14/2023	11/22/2023		11/22/2023	167.16
4633 - Midwest Veterinary Supply, INC	20667549-050	01-Syringes	Paid by EFT # 55927		11/14/2023	11/14/2023	11/22/2023		11/22/2023	89.85
4633 - Midwest Veterinary Supply, INC	20667549-000	01-Syringes, needles, antibiotics	Paid by EFT # 55927		11/14/2023	11/14/2023	11/22/2023		11/22/2023	119.07
4633 - Midwest Veterinary Supply, INC	20718141-050	01-vinyl exam gloves, syringes	Paid by EFT # 55927		11/14/2023	11/14/2023	11/22/2023		11/22/2023	127.75
4633 - Midwest Veterinary Supply, INC	20647449-050	01-vinyl exam gloves	Paid by EFT # 55927		11/14/2023	11/14/2023	11/22/2023		11/22/2023	186.95
4633 - Midwest Veterinary Supply, INC	20758027-150	01-Lixotinic, syringes	Paid by EFT # 55927		11/14/2023	11/14/2023	11/22/2023		11/22/2023	269.56



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Fund 103 - Restricted Donations(ord 05-17)										
Department 06 - Controller's Office										
Program 400102 - Animal Supplies										
Account 52210 - Institutional Supplies										
4633 - Midwest Veterinary Supply, INC	20695533-000	01-Antibiotics, supportive therapy	Paid by EFT # 55927		11/14/2023	11/14/2023	11/22/2023		11/22/2023	498.25
4633 - Midwest Veterinary Supply, INC	20718141-000	01-Antibiotics, antifungal, guinea pig food, Felv diagnostic tes	Paid by EFT # 55927		11/14/2023	11/14/2023	11/22/2023		11/22/2023	982.60
							Account 52210 - Institutional Supplies Totals	Invoice Transactions	8	\$2,441.19
							Program 400102 - Animal Supplies Totals	Invoice Transactions	8	\$2,441.19
							Department 06 - Controller's Office Totals	Invoice Transactions	11	\$9,512.51
							Fund 103 - Restricted Donations(ord 05-17) Totals	Invoice Transactions	11	\$9,512.51
Fund 153 - LIT – Economic Development										
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 53960 - Grants										
458 - Bloomington Symphony Orchestra	BACGRANT-2023	04: BAC Operations Grant Winter 2023 - BSO	Paid by EFT # 55821		11/14/2023	11/14/2023	11/22/2023		11/22/2023	3,750.00
8963 - Learfield Sub LLC (IU Sports Properties LLC)	KR196381	04: Advertising Agreement to Promote Go Bloomington-2023/2024	Paid by EFT # 55912		11/14/2023	11/14/2023	11/22/2023		11/22/2023	22,000.00
8964 - Daniel Sullivan (Bloomington Poetry Slam INC)	BACGRANT-2023	04: 2023 BAC Operations Grant - Poetry Slam	Paid by EFT # 55982		11/14/2023	11/14/2023	11/22/2023		11/22/2023	750.00
							Account 53960 - Grants Totals	Invoice Transactions	3	\$26,500.00
							Program 040000 - Main Totals	Invoice Transactions	3	\$26,500.00
							Department 04 - Economic & Sustainable Dev Totals	Invoice Transactions	3	\$26,500.00
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
54546 - Charles Y Coghlan, DMD (Office Easel)	106301A	12-508 blue and 511 red Tech-Stylus pens	Paid by EFT # 55838		11/14/2023	11/14/2023	11/22/2023		11/22/2023	968.77
6343 - Tania Daffron	June 16, 2023	12-Educational Assistance Reimb-CSU ENG COMP	Paid by EFT # 55847		11/14/2023	11/14/2023	11/22/2023		11/22/2023	729.00
3560 - First Financial Bank / Credit Cards	1646	12-Central State University Career Expo Job Fair-Johnson	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	150.00
6416 - Brittany Sarah Murphy	IVYTECHFALL 23	12-Educational Assistance Reimb-IVY TECH Fall Classes	Paid by EFT # 55939		11/14/2023	11/14/2023	11/22/2023		11/22/2023	510.21



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Fund 153 - LIT – Economic Development										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
8834 - Seth D Staggs	EXCELSIORUNV-23	12-Educational Assistance Reimb-Excelsior Univ-6/5/23	Paid by EFT # 55976		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,350.00
4331 - Joshua Taylor	12764	12-Educational Assistance Reimb-Bluestone Tree-ELDT CDL A Trai	Paid by EFT # 55990		11/14/2023	11/14/2023	11/22/2023		11/22/2023	2,267.50
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 6	<u>\$5,975.48</u>
							Program 120000 - Main Totals		Invoice Transactions 6	<u>\$5,975.48</u>
							Department 12 - Human Resources Totals		Invoice Transactions 6	<u>\$5,975.48</u>
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53610 - Building Repairs										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-171595	19-SA Cleaning Services for Animal Care & Control for Oct 2023	Paid by EFT # 55974		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,432.99
6688 - SSW Enterprises, LLC (Office Pride)	Inv-171597	19-SA Cleaning Services for City Hall for Oct 2023	Paid by EFT # 55974		11/14/2023	11/14/2023	11/22/2023		11/22/2023	14,150.18
6688 - SSW Enterprises, LLC (Office Pride)	Inv-171599	19-SA Cleaning Services for Fleet for Oct 2023	Paid by EFT # 55974		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,123.98
6688 - SSW Enterprises, LLC (Office Pride)	Inv-171601	19-SA Cleaning Services for Sanitation Garage for Oct 2023	Paid by EFT # 55974		11/14/2023	11/14/2023	11/22/2023		11/22/2023	878.22
6688 - SSW Enterprises, LLC (Office Pride)	Inv-171602	19-SA Cleaning Services for Street/Traffic for Oct 2023	Paid by EFT # 55974		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,724.58
							Account 53610 - Building Repairs Totals		Invoice Transactions 5	<u>\$19,309.95</u>
Account 53990 - Other Services and Charges										
4483 - City Lawn Corporation	22337	19-SA-1910 W. 3rd St-mowing-Oct 2023	Paid by EFT # 55839		11/14/2023	11/14/2023	11/22/2023		11/22/2023	40.00
4483 - City Lawn Corporation	22335	19-SA-2nd & Weimer-mowiing-Oct 2023	Paid by EFT # 55839		11/14/2023	11/14/2023	11/22/2023		11/22/2023	35.00
4483 - City Lawn Corporation	22341	19-SA-400 W. 13th St-mowing-Oct 2023	Paid by EFT # 55839		11/14/2023	11/14/2023	11/22/2023		11/22/2023	60.00
4483 - City Lawn Corporation	22338	19-SA-2541 W. 3rd St-mowing-Oct 2023	Paid by EFT # 55839		11/14/2023	11/14/2023	11/22/2023		11/22/2023	50.00



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Fund 153 - LIT – Economic Development										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53990 - Other Services and Charges										
4483 - City Lawn Corporation	22215	19-SA City Lawn Mowing and Leafing- Oct 2023	Paid by EFT # 55839		11/14/2023	11/14/2023	11/22/2023		11/22/2023	575.00
4483 - City Lawn Corporation	22336	19-SA-Tapp & Rockport-mowing-Oct 2023	Paid by EFT # 55839		11/14/2023	11/14/2023	11/22/2023		11/22/2023	35.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 6	\$795.00
							Program 190000 - Main Totals		Invoice Transactions 11	\$20,104.95
							Department 19 - Facilities Maintenance Totals		Invoice Transactions 11	\$20,104.95
							Fund 153 - LIT – Economic Development Totals		Invoice Transactions 20	\$52,580.43
Fund 176 - ARPA Local Fiscal Recvry (S9512)										
Department 04 - Economic & Sustainable Dev										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53110 - Engineering and Architectural										
8550 - Johnson Melloh Solutions, LLC (Veregy)	6943	04: Solar Operations and Maintenance Services	Paid by EFT # 55902		11/14/2023	11/14/2023	11/22/2023		11/22/2023	2,089.14
							Account 53110 - Engineering and Architectural Totals		Invoice Transactions 1	\$2,089.14
							Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Invoice Transactions 1	\$2,089.14
							Department 04 - Economic & Sustainable Dev Totals		Invoice Transactions 1	\$2,089.14
Department 07 - Engineering										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 54310 - Improvements Other Than Building										
223 - Duke Energy	9101537071751023	07-W Allen Greenway Light, equip main/energy cost 10/12-10/26/23	Paid by Check # 77711		11/22/2023	11/22/2023	11/22/2023		11/22/2023	11,256.72
							Account 54310 - Improvements Other Than Building Totals		Invoice Transactions 1	\$11,256.72
							Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Invoice Transactions 1	\$11,256.72
							Department 07 - Engineering Totals		Invoice Transactions 1	\$11,256.72
							Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals		Invoice Transactions 2	\$13,345.86
Fund 312 - Community Services										
Department 09 - CFRD										
Program 090004 - Com Serv- Accessibility										
Account 53990 - Other Services and Charges										
4123 - Central Indiana Interpreting Service	103023-CC	09-2 Interpreters for CCA Gather Round the Table Event-10/30/23	Paid by EFT # 55834		11/14/2023	11/14/2023	11/22/2023		11/22/2023	555.85



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Fund 312 - Community Services										
Department 09 - CFRD										
Program 090004 - Com Serv- Accessibility										
Account 53990 - Other Services and Charges										
8842 - Sahn's Hospitality Group (Sahn's Clubhouse)	E69728	09- Catering for Gather Round the Table Event 2023-50 ppl	Paid by EFT # 55963		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,439.86
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$1,995.71</u>
							Program 090004 - Com Serv- Accessibility Totals		Invoice Transactions 2	<u>\$1,995.71</u>
Program 090016 - Com Serv - Safe & Civil										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	SAMSCLUB-4358	09-Candy for Reception-SWAGGER Awards; plates, cups, cutlery	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	39.96
3560 - First Financial Bank / Credit Cards	PARTYCITY-10.23	09-Gift Bags, Tissue Paper, Balloons-SWAGGER Awards	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	54.40
4549 - Kroger Limited Partnership I	101108	09-Tea, Lemonade, Ice, Water, Fruit-Young Women's Leadership Su	Paid by Check # 77688		11/14/2023	11/14/2023	11/22/2023		11/22/2023	33.83
							Account 52420 - Other Supplies Totals		Invoice Transactions 3	<u>\$128.19</u>
Account 53990 - Other Services and Charges										
8633 - Manon Bullock (Manon Voice)	11182025	09-Manon Voice Performance and Speaking at Summit-YWLS	Paid by EFT # 55828		11/14/2023	11/14/2023	11/22/2023		11/22/2023	750.00
3560 - First Financial Bank / Credit Cards	1DEEBBC5-0033	09-Safe and Civil City Jotform-Oct 23-Nov 23 Act 1	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	19.00
3560 - First Financial Bank / Credit Cards	9BE28DEA-0015	09-Safe & Civil City Jotform-Sept 29-Oct 29 - Act 2	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	19.00
3560 - First Financial Bank / Credit Cards	9BE28DEA-0016	09-Safe and Civil City Jotform-10/29-11/29/23-Act 2-safeandcivil	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	19.00
234 - Monroe County Community School Corporation	1300	09-MCCSC Bus Transport-Roundtrip BHSN to City Hall-YWLS	Paid by Check # 77691		11/14/2023	11/14/2023	11/22/2023		11/22/2023	149.14
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 5	<u>\$956.14</u>



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Fund 312 - Community Services										
Department 09 - CFRD										
							Program 090016 - Com Serv - Safe & Civil Totals		Invoice Transactions 8	<u>\$1,084.33</u>
							Department 09 - CFRD Totals		Invoice Transactions 10	<u>\$3,080.04</u>
							Fund 312 - Community Services Totals		Invoice Transactions 10	<u>\$3,080.04</u>
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
12283 - Smithville Communications	401NMRTN-110123	28-401 N Morton-Internet /telecom hotel-November -23-inc temp F	Paid by Check # 77678		11/15/2023	11/15/2023	11/15/2023		11/15/2023	4,589.27
							Account 53150 - Communications Contract Totals		Invoice Transactions 1	<u>\$4,589.27</u>
							Program 256000 - Services Totals		Invoice Transactions 1	<u>\$4,589.27</u>
							Department 25 - Telecommunications Totals		Invoice Transactions 1	<u>\$4,589.27</u>
							Fund 401 - Non-Reverting Telecom (S1146) Totals		Invoice Transactions 1	<u>\$4,589.27</u>
Fund 405 - Non-Reverting Improve I(S0113)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53120 - Special Legal Services										
50587 - Barnes & Thornburg LLP	3160382	10-Legal Serv-ARPA compliance & reporting-Sept 2023	Paid by EFT # 55812		11/14/2023	11/14/2023	11/22/2023		11/22/2023	10,530.00
							Account 53120 - Special Legal Services Totals		Invoice Transactions 1	<u>\$10,530.00</u>
							Program 060000 - Main Totals		Invoice Transactions 1	<u>\$10,530.00</u>
							Department 06 - Controller's Office Totals		Invoice Transactions 1	<u>\$10,530.00</u>
							Fund 405 - Non-Reverting Improve I(S0113) Totals		Invoice Transactions 1	<u>\$10,530.00</u>
Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
4506 - TAPCO (Traffic and Parking Control Co INC)	I765427	20-2023 Traffic Signal Inspections	Paid by EFT # 55989		11/14/2023	11/14/2023	11/22/2023		11/22/2023	117,222.00
223 - Duke Energy	9101211579841023	02-Downtown Alleys LED PH II-elec chgs 09/27/23-10/26/23	Paid by Check # 77669		11/15/2023	11/15/2023	11/15/2023		11/15/2023	19.31
223 - Duke Energy	9101215910291023	02-W 3rd & N Rogers-elec. chgs 09/27/23-10/26/23	Paid by Check # 77669		11/15/2023	11/15/2023	11/15/2023		11/15/2023	5.89
223 - Duke Energy	9101205754551123	02 - 17th & Dunn - elec charges for 10/04 to 11/02/23	Paid by Check # 77669		11/15/2023	11/15/2023	11/15/2023		11/15/2023	41.84



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Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	910125669101123	02-Tapp & Deborah-signal chgs 10/03-11/01/23	Paid by Check # 77669		11/15/2023	11/15/2023	11/15/2023		11/15/2023	44.95
223 - Duke Energy	02-SL112723-01	02-Street Light (Misc Lights)-10/03/23-11/01/23	Paid by Check # 77675		11/15/2023	11/15/2023	11/15/2023		11/15/2023	836.63
223 - Duke Energy	02-SL112023-05	02-Street Light (Misc Lights)-09/28/23-10/27/23	Paid by Check # 77674		11/15/2023	11/15/2023	11/15/2023		11/15/2023	1,570.33
223 - Duke Energy	02-SL112023-04	02-Street Light (Misc Lights)-09/28/23-10/27/23	Paid by Check # 77673		11/15/2023	11/15/2023	11/15/2023		11/15/2023	796.55
223 - Duke Energy	02-SL112023-03	02-Street Light (Misc Lights)-09/28/23-10/27/23	Paid by Check # 77672		11/15/2023	11/15/2023	11/15/2023		11/15/2023	1,405.09
223 - Duke Energy	02-SL112023-02	02-Street Light (Misc Lights)-09/21/23-10/20/23	Paid by Check # 77671		11/15/2023	11/15/2023	11/15/2023		11/15/2023	1,219.52
223 - Duke Energy	02-SL112023-01	02-Street Light (Misc Lights)-09/28/23-10/27/23	Paid by Check # 77670		11/15/2023	11/15/2023	11/15/2023		11/15/2023	2,143.60
223 - Duke Energy	02-SL112723-02	02-Street Light (Misc Lights)-09/28/23-10/27/23	Paid by Check # 77676		11/15/2023	11/15/2023	11/15/2023		11/15/2023	27,749.70
223 - Duke Energy	9101205750831023	02-308 N Roger-crosswalk-elec chgs 09/27/23-10/26/23	Paid by Check # 77669		11/15/2023	11/15/2023	11/15/2023		11/15/2023	11.41
223 - Duke Energy	9101205754211023	02-W 17th St Reconstruction Proj-elec chgs 09/28/23-10/27/23	Paid by Check # 77669		11/15/2023	11/15/2023	11/15/2023		11/15/2023	100.28
223 - Duke Energy	9101219689231023	02-Henderson St Pathway-elec chgs 09/28/23-10/27/23	Paid by Check # 77669		11/15/2023	11/15/2023	11/15/2023		11/15/2023	46.40
223 - Duke Energy	9101205748001123	02-College Mall & Moores Pk-signal chgs 09/29/23-10/30/23	Paid by Check # 77669		11/15/2023	11/15/2023	11/15/2023		11/15/2023	46.72
223 - Duke Energy	9101322198991023	02-11th & Walnut Signal-elec chgs 09/08/23-10/06/23	Paid by Check # 77669		11/15/2023	11/15/2023	11/15/2023		11/15/2023	43.42



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Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	9101425104221023	02- Int. of 14th & walnut-elec chgs 09/08/23-10/06/23	Paid by Check # 77669		11/15/2023	11/15/2023	11/15/2023		11/15/2023	38.90
223 - Duke Energy	02-SL113023-01	02-Street Light (Misc Lights)-10/05/23-11/03/23	Paid by Check # 77712		11/22/2023	11/22/2023	11/22/2023		11/22/2023	148.22
223 - Duke Energy	9101425104221123	02- Int. of 14th & Walnut-elec chgs 10/07/23-11/07/23	Paid by Check # 77711		11/22/2023	11/22/2023	11/22/2023		11/22/2023	40.85
223 - Duke Energy	9101322198991123	02-11th & Walnut Signal-elec chgs 10/07/23-11/07/23	Paid by Check # 77711		11/22/2023	11/22/2023	11/22/2023		11/22/2023	48.48
223 - Duke Energy	9101537071751023	07-W Allen Greenway Light, equip main/energy cost 10/12-10/26/23	Paid by Check # 77711		11/22/2023	11/22/2023	11/22/2023		11/22/2023	12.18
							Account 53520 - Street Lights / Traffic Signals Totals		Invoice Transactions 22	<u>\$153,592.27</u>
							Program 200000 - Main Totals		Invoice Transactions 22	<u>\$153,592.27</u>
							Department 20 - Street Totals		Invoice Transactions 22	<u>\$153,592.27</u>
							Fund 450 - Local Road and Street(S0706) Totals		Invoice Transactions 22	<u>\$153,592.27</u>
Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM232114	20-Safety Supplies for crews, ear plugs, poly gen purple, gloves	Paid by EFT # 55864		11/14/2023	11/14/2023	11/22/2023		11/22/2023	177.43
313 - Fastenal Company	INBLM232663	20-Safety Supplies for Crews (gloves, glasses, ear plugs)	Paid by EFT # 55864		11/14/2023	11/14/2023	11/22/2023		11/22/2023	238.27
313 - Fastenal Company	INBLM232859	20-Safety Supplies for crews, gloves, ear plugs, safety glasses	Paid by EFT # 55864		11/14/2023	11/14/2023	11/22/2023		11/22/2023	362.36
313 - Fastenal Company	INBLM233007	20-Safety Supplies for crews, safety glasses, and glove	Paid by EFT # 55864		11/14/2023	11/14/2023	11/22/2023		11/22/2023	193.76
313 - Fastenal Company	INBLM233096	20-Safety Supplies for crews, ear plugs, gloves, tape	Paid by EFT # 55864		11/14/2023	11/14/2023	11/22/2023		11/22/2023	137.68



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Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM233193	20-Safety Supplies for crews, gloves & glasses	Paid by EFT # 55864		11/14/2023	11/14/2023	11/22/2023		11/22/2023	141.81
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 6	<u>\$1,251.31</u>
Account 52340 - Other Repairs and Maintenance										
4574 - John Deere Financial f.s.b. (Rural King)	198249	20-Sling webbing for signal damage at Walnut/Miller	Paid by Check # 77687		11/14/2023	11/14/2023	11/22/2023		11/22/2023	25.98
							Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1	<u>\$25.98</u>
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	130.22
1079 - AT&T	849494015-060923	28-CH/off site fac-long distance chgs 06/09/2023-BAN #849494015	Paid by Check # 77663		11/15/2023	11/15/2023	11/15/2023		11/15/2023	13.35
1079 - AT&T	849494015-070923	28-CH/off site fac-long distance chgs 07/09/2023-BAN #849494015	Paid by Check # 77664		11/15/2023	11/15/2023	11/15/2023		11/15/2023	14.76
1079 - AT&T	849494015-080923	28-CH/off site fac-long distance chgs 08/09/2023-BAN #849494015	Paid by Check # 77665		11/15/2023	11/15/2023	11/15/2023		11/15/2023	12.85
							Account 53210 - Telephone Totals		Invoice Transactions 4	<u>\$171.18</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	13885-0021023	20-Traffic Bldg-water/sewer bill-October 2023	Paid by Check # 77708		11/22/2023	11/22/2023	11/22/2023		11/22/2023	40.73
208 - City Of Bloomington Utilities	16073-0020923	20-Street Dept-water/sewer bill-September 2023	Paid by Check # 77708		11/22/2023	11/22/2023	11/22/2023		11/22/2023	286.59
208 - City Of Bloomington Utilities	16073-0021023	20-Street Dept-water/sewer bill-October 2023	Paid by Check # 77708		11/22/2023	11/22/2023	11/22/2023		11/22/2023	336.59
208 - City Of Bloomington Utilities	200669-0081023	20-Street Dept-fire hydrant-water/sewer bill-October 2023	Paid by Check # 77708		11/22/2023	11/22/2023	11/22/2023		11/22/2023	44.47



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	200669-0080923	20-Street Dept-fire hydrant-water/sewer bill-September 2023	Paid by Check # 77708		11/22/2023	11/22/2023	11/22/2023		11/22/2023	44.47
								Account 53530 - Water and Sewer Totals	Invoice Transactions 5	<u>\$752.85</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52414143-110923	20-Traffic bldg-gas bill 10/06/23-11/03/23	Paid by Check # 77713		11/22/2023	11/22/2023	11/22/2023		11/22/2023	41.11
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52418247-110923	20-Street Dept-gas bill 10/06/23-11/03/23	Paid by Check # 77713		11/22/2023	11/22/2023	11/22/2023		11/22/2023	69.47
								Account 53540 - Natural Gas Totals	Invoice Transactions 2	<u>\$110.58</u>
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	4080094557	20-uniform rental (minus payroll ded)- 11/1/23	Paid by EFT # 55808		11/14/2023	11/14/2023	11/22/2023		11/22/2023	8.35
19171 - Aramark Uniform & Career Apparel Group, INC	4080094558	20-mat/towel service- 11/1/23	Paid by EFT # 55808		11/14/2023	11/14/2023	11/22/2023		11/22/2023	38.47
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2	<u>\$46.82</u>
Account 53990 - Other Services and Charges										
6152 - K&S Rolloff, INC	68235	20-Rolloff Services for sweeper debris 10/18/23 & 10/30/23	Paid by EFT # 55905		11/14/2023	11/14/2023	11/22/2023		11/22/2023	750.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$750.00</u>
								Program 200000 - Main Totals	Invoice Transactions 21	<u>\$3,108.72</u>
								Department 20 - Street Totals	Invoice Transactions 21	<u>\$3,108.72</u>
								Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice Transactions 21	<u>\$3,108.72</u>
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 52110 - Office Supplies										
3989 - Ricoh USA, INC	1098781497	26-new copy machine for parking services office	Paid by EFT # 55959		11/14/2023	11/14/2023	11/22/2023		11/22/2023	438.00
								Account 52110 - Office Supplies Totals	Invoice Transactions 1	<u>\$438.00</u>
Account 52210 - Institutional Supplies										
5099 - Office Three Sixty, INC	2717648	26- cleaning towels for all garages	Paid by EFT # 55943		11/14/2023	11/14/2023	11/22/2023		11/22/2023	368.13
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>\$368.13</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 452 - Parking Facilities(S9502)											
Department 26 - Parking											
Program 260000 - Main											
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	41.00	
1079 - AT&T	849494015-060923	28-CH/off site fac-long distance chgs 06/09/2023-BAN #849494015	Paid by Check # 77663		11/15/2023	11/15/2023	11/15/2023		11/15/2023	5.97	
1079 - AT&T	849494015-070923	28-CH/off site fac-long distance chgs 07/09/2023-BAN #849494015	Paid by Check # 77664		11/15/2023	11/15/2023	11/15/2023		11/15/2023	8.68	
1079 - AT&T	849494015-080923	28-CH/off site fac-long distance chgs 08/09/2023-BAN #849494015	Paid by Check # 77665		11/15/2023	11/15/2023	11/15/2023		11/15/2023	5.46	
								Account 53210 - Telephone Totals		Invoice Transactions 4	\$61.11
Account 53410 - Liability / Casualty Premiums											
3397 - Evens Time, INC	36408	26-4th St Gar-install new exit gate-damage by customer	Paid by EFT # 55862		11/14/2023	11/14/2023	11/22/2023		11/22/2023	8,514.04	
								Account 53410 - Liability / Casualty Premiums Totals		Invoice Transactions 1	\$8,514.04
Account 53510 - Electrical Services											
223 - Duke Energy	9101205764481023	26-4th St Garage-elec chgs 09/27-10/26/23	Paid by Check # 77669		11/15/2023	11/15/2023	11/15/2023		11/15/2023	1,006.33	
								Account 53510 - Electrical Services Totals		Invoice Transactions 1	\$1,006.33
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	58198093-110723	26-Trades Garage-489 W. 10th-gas bill 10/02/23-11/01/23	Paid by Check # 77713		11/22/2023	11/22/2023	11/22/2023		11/22/2023	48.77	
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	58564856-110723	26-4th St Garage-105 W. 4th St-gas bill 10/02/23-11/01/23	Paid by Check # 77713		11/22/2023	11/22/2023	11/22/2023		11/22/2023	48.77	
								Account 53540 - Natural Gas Totals		Invoice Transactions 2	\$97.54
Account 53610 - Building Repairs											
3560 - First Financial Bank / Credit Cards	360202	26-State of Indiana-Walnut St Garage elevator permit renewal	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	131.32	



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Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53610 - Building Repairs										
393 - Kone INC	871190197	26-Wanut St Garage-Maintenance period-Nov 2023	Paid by EFT # 55909		11/14/2023	11/14/2023	11/22/2023		11/22/2023	207.87
							Account 53610 - Building Repairs Totals	Invoice Transactions	2	\$339.19
							Program 260000 - Main Totals	Invoice Transactions	12	\$10,824.34
							Department 26 - Parking Totals	Invoice Transactions	12	\$10,824.34
							Fund 452 - Parking Facilities(S9502) Totals	Invoice Transactions	12	\$10,824.34
Fund 454 - Alternative Transport(S6301)										
Department 26 - Parking										
Program 260000 - Main										
Account 52340 - Other Repairs and Maintenance										
3989 - Ricoh USA, INC	1098781497	26-new copy machine for parking services office	Paid by EFT # 55959		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,971.00
							Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions	1	\$1,971.00
Account 53990 - Other Services and Charges										
204 - State Of Indiana	6734058	26-DMV hits for towing	Paid by Check # 77697		11/14/2023	11/14/2023	11/22/2023		11/22/2023	15.00
204 - State Of Indiana	6632258	26-DMV hits for towing	Paid by Check # 77697		11/14/2023	11/14/2023	11/22/2023		11/22/2023	7.50
							Account 53990 - Other Services and Charges Totals	Invoice Transactions	2	\$22.50
							Program 260000 - Main Totals	Invoice Transactions	3	\$1,993.50
							Department 26 - Parking Totals	Invoice Transactions	3	\$1,993.50
							Fund 454 - Alternative Transport(S6301) Totals	Invoice Transactions	3	\$1,993.50
Fund 455 - Parking Meter Fund(S2141)										
Department 09 - CFRD										
Program 090000 - Main										
Account 53960 - Grants										
12346 - Global Equipment CO., INC (Global Industrial)	121176226	09-Biohazard Sharps Containers (3)-Parks & Recreation-DTO 2023	Paid by EFT # 55872		11/14/2023	11/14/2023	11/22/2023		11/22/2023	699.88
							Account 53960 - Grants Totals	Invoice Transactions	1	\$699.88
							Program 090000 - Main Totals	Invoice Transactions	1	\$699.88
							Department 09 - CFRD Totals	Invoice Transactions	1	\$699.88



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Fund 455 - Parking Meter Fund(S2141)											
Department 26 - Parking											
Program 260000 - Main											
Account 52340 - Other Repairs and Maintenance											
3989 - Ricoh USA, INC	1098781497	26-new copy machine for parking services office	Paid by EFT # 55959		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,971.00	
6688 - SSW Enterprises, LLC (Office Pride)	Inv-174875	26-4th St Garage cleaning service 3x a week-11/1/23	Paid by EFT # 55974		11/14/2023	11/14/2023	11/22/2023		11/22/2023	487.00	
									Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 2	\$2,458.00
Account 52420 - Other Supplies											
8658 - Kleindorfer's Hardware LLC	771368	26-Hand warmers for parking officers	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	38.99	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$38.99
Account 53150 - Communications Contract											
4264 - IPS Group, INC	INV90415	26-bank fees and communications fees October 2023	Paid by EFT # 55897		11/14/2023	11/14/2023	11/22/2023		11/22/2023	9,131.25	
									Account 53150 - Communications Contract Totals	Invoice Transactions 1	\$9,131.25
Account 53210 - Telephone											
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	123.00	
									Account 53210 - Telephone Totals	Invoice Transactions 1	\$123.00
Account 53640 - Hardware and Software Maintenance											
54432 - T2 Systems, INC	R018434	26-ROVR hits for October 2023	Paid by EFT # 55987		11/14/2023	11/14/2023	11/22/2023		11/22/2023	2,172.30	
									Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 1	\$2,172.30
Account 53830 - Bank Charges											
4264 - IPS Group, INC	INV90415	26-bank fees and communications fees October 2023	Paid by EFT # 55897		11/14/2023	11/14/2023	11/22/2023		11/22/2023	5,173.61	
									Account 53830 - Bank Charges Totals	Invoice Transactions 1	\$5,173.61
Account 53990 - Other Services and Charges											
204 - State Of Indiana	6734058	26-DMV hits for towing	Paid by Check # 77697		11/14/2023	11/14/2023	11/22/2023		11/22/2023	15.00	
204 - State Of Indiana	6632258	26-DMV hits for towing	Paid by Check # 77697		11/14/2023	11/14/2023	11/22/2023		11/22/2023	7.50	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	\$22.50
									Program 260000 - Main Totals	Invoice Transactions 9	\$19,119.65
									Department 26 - Parking Totals	Invoice Transactions 9	\$19,119.65
									Fund 455 - Parking Meter Fund(S2141) Totals	Invoice Transactions 10	\$19,819.53



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Fund 519 - 2016 GO Bonds Bond #2 (S0182)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
5232 - The Huntington National Bank	55237	06-General Obligation Bond Series 2016H Admin Fee -10/2/23	Paid by EFT # 55994		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00
5232 - The Huntington National Bank	55236	06-General Obligation Bond Series 2016G Admin Fee -10/2/23	Paid by EFT # 55994		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00
5232 - The Huntington National Bank	55235	06-General Obligation Bond Series 2016F Admin Fee -10/2/23	Paid by EFT # 55994		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00
5232 - The Huntington National Bank	55234	06-General Obligation Bond Series 2016E Admin Fee -10/2/23	Paid by EFT # 55994		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00
5232 - The Huntington National Bank	55233	06-General Obligation Bond Series 2016D Admin Fee -10/2/23	Paid by EFT # 55994		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00
5232 - The Huntington National Bank	55232	06-General Obligation Bond Series 2016C Admin Fee -10/2/23	Paid by EFT # 55994		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00
5232 - The Huntington National Bank	55231	06-General Obligation Bond Series 2016B Admin Fee -10/2/23	Paid by EFT # 55994		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00
5232 - The Huntington National Bank	55230	06-General Obligation Bond Series 2016A Admin Fee -10/2/23	Paid by EFT # 55994		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00
							Account 53830 - Bank Charges Totals	Invoice Transactions	8	<u>\$4,000.00</u>
							Program 060000 - Main Totals	Invoice Transactions	8	<u>\$4,000.00</u>
							Department 06 - Controller's Office Totals	Invoice Transactions	8	<u>\$4,000.00</u>
							Fund 519 - 2016 GO Bonds Bond #2 (S0182) Totals	Invoice Transactions	8	<u>\$4,000.00</u>
Fund 520 - 2016 Parks GO Bond #3 (S0183)										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
5232 - The Huntington National Bank	55208	06-Park District Bond Series 2016A Admin Fee -10/2/23	Paid by EFT # 55994		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00
5232 - The Huntington National Bank	55209	06-Park District Bond Series 2016B Admin Fee -10/2/23	Paid by EFT # 55994		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00
5232 - The Huntington National Bank	55207	06-Park District Bond Series 2016C Admin Fee -10/2/23	Paid by EFT # 55994		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00



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Fund 520 - 2016 Parks GO Bond #3 (S0183)											
Department 06 - Controller's Office											
Program 060000 - Main											
Account 53830 - Bank Charges											
5232 - The Huntington National Bank	55210	06-Park District Bond Series 2016D Admin Fee -10/2/23	Paid by EFT # 55994		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00	
5232 - The Huntington National Bank	55211	06-Park District Bond Series 2016E Admin Fee -10/2/23	Paid by EFT # 55994		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00	
								Account 53830 - Bank Charges Totals		Invoice Transactions 5	\$2,500.00
								Program 060000 - Main Totals		Invoice Transactions 5	\$2,500.00
								Department 06 - Controller's Office Totals		Invoice Transactions 5	\$2,500.00
								Fund 520 - 2016 Parks GO Bond #3 (S0183) Totals		Invoice Transactions 5	\$2,500.00
Fund 522 - 2018 Parks Bicentennial (S1380)											
Department 06 - Controller's Office											
Program 060000 - Main											
Account 53830 - Bank Charges											
5232 - The Huntington National Bank	55240	06-Park District Bond Series 2018C Admin Fee-10/2/23	Paid by EFT # 55994		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00	
5232 - The Huntington National Bank	55239	06-Park District Bond Series 2018B Admin Fee-10/2/23	Paid by EFT # 55994		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00	
5232 - The Huntington National Bank	55238	06-Park District Bond Series 2018A Admin Fee-10/2/23	Paid by EFT # 55994		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.00	
								Account 53830 - Bank Charges Totals		Invoice Transactions 3	\$1,500.00
								Program 060000 - Main Totals		Invoice Transactions 3	\$1,500.00
								Department 06 - Controller's Office Totals		Invoice Transactions 3	\$1,500.00
								Fund 522 - 2018 Parks Bicentennial (S1380) Totals		Invoice Transactions 3	\$1,500.00
Fund 601 - Cumulative Capital Devlp(S2391)											
Department 07 - Engineering											
Program 070000 - Main											
Account 54310 - Improvements Other Than Building											
10 - Bledsoe Riggert Cooper & James INC	28882	07-RW Staking, 1st Street Reconstruction Utility Relocations, 2n	Paid by EFT # 55815		11/14/2023	11/14/2023	11/22/2023		11/22/2023	815.00	
								Account 54310 - Improvements Other Than Building Totals		Invoice Transactions 1	\$815.00
								Program 070000 - Main Totals		Invoice Transactions 1	\$815.00
								Department 07 - Engineering Totals		Invoice Transactions 1	\$815.00
								Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice Transactions 1	\$815.00



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Fund 730 - Solid Waste (S6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53130 - Medical										
231 - IU Health OCC Health Services	00151520-00	16-vaccine Hep B-E. Lake-10/23/23	Paid by EFT # 55899		11/14/2023	11/14/2023	11/22/2023		11/22/2023	130.00
							Account 53130 - Medical Totals		Invoice Transactions 1	<u>\$130.00</u>
Account 53140 - Exterminator Services										
51538 - Economy Termite & Pest Control, INC	57757	16-Pest Control Services @ Sanitation 10-23-23	Paid by EFT # 55855		11/14/2023	11/14/2023	11/22/2023		11/22/2023	125.00
							Account 53140 - Exterminator Services Totals		Invoice Transactions 1	<u>\$125.00</u>
Account 53150 - Communications Contract										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	0000461451	16-Wirless Radios Services-Nov 2023	Paid by EFT # 55858		11/14/2023	11/14/2023	11/22/2023		11/22/2023	572.05
							Account 53150 - Communications Contract Totals		Invoice Transactions 1	<u>\$572.05</u>
Account 53210 - Telephone										
7146 - Routeware, INC	INV-022755	16-Biannual Cellular Data Charges San Sftwre Tab 7/1-12/31/23	Paid by EFT # 55961		11/14/2023	11/14/2023	11/22/2023		11/22/2023	3,870.60
13969 - AT&T Mobility II, LLC	2872974211321023	06- cell phone chgs 09/12/23-10/11/23-Inv. 287297421132X10192023	Paid by Check # 77667		11/15/2023	11/15/2023	11/15/2023		11/15/2023	419.36
1079 - AT&T	849494015-060923	28-CH/off site fac-long distance chgs 06/09/2023-BAN #849494015	Paid by Check # 77663		11/15/2023	11/15/2023	11/15/2023		11/15/2023	10.95
1079 - AT&T	849494015-070923	28-CH/off site fac-long distance chgs 07/09/2023-BAN #849494015	Paid by Check # 77664		11/15/2023	11/15/2023	11/15/2023		11/15/2023	16.30
1079 - AT&T	849494015-080923	28-CH/off site fac-long distance chgs 08/09/2023-BAN #849494015	Paid by Check # 77665		11/15/2023	11/15/2023	11/15/2023		11/15/2023	8.22
							Account 53210 - Telephone Totals		Invoice Transactions 5	<u>\$4,325.43</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	35661-0021023	16-Sanitation-water/sewer bill-October 20203	Paid by Check # 77708		11/22/2023	11/22/2023	11/22/2023		11/22/2023	190.81
							Account 53530 - Water and Sewer Totals		Invoice Transactions 1	<u>\$190.81</u>



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Fund 730 - Solid Waste (S6401)											
Department 16 - Sanitation											
Program 160000 - Main											
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50195440-110823	16-Sanitation-gas bill 10/03/23-11/02/23	Paid by Check # 77713		11/22/2023	11/22/2023	11/22/2023		11/22/2023	95.86	
								Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>95.86</u>
Account 53610 - Building Repairs											
6378 - ANN-KRISS, LLC	721-102023	16-Paint Exterior Curbs/bollards	Paid by EFT # 55805		11/14/2023	11/14/2023	11/22/2023		11/22/2023	400.00	
818 - Everywhere Signs, LLC	60257	16-Refurbish and install Sanitation Garage sign	Paid by EFT # 55863		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,398.00	
								Account 53610 - Building Repairs Totals		Invoice Transactions 2	<u>\$1,798.00</u>
Account 53920 - Laundry and Other Sanitation Services											
19171 - Aramark Uniform & Career Apparel Group, INC	4080094564	16-uniform rental (minus payroll ded)- 11/1/23	Paid by EFT # 55808		11/14/2023	11/14/2023	11/22/2023		11/22/2023	7.97	
19171 - Aramark Uniform & Career Apparel Group, INC	4080094565	16-Mat Services - 11/1/23	Paid by EFT # 55808		11/14/2023	11/14/2023	11/22/2023		11/22/2023	26.76	
19171 - Aramark Uniform & Career Apparel Group, INC	4080095721	16-uniform rental (minus payroll ded)- 11/8/23	Paid by EFT # 55808		11/14/2023	11/14/2023	11/22/2023		11/22/2023	7.97	
19171 - Aramark Uniform & Career Apparel Group, INC	4080095722	16-mat services- 11/8/23	Paid by EFT # 55808		11/14/2023	11/14/2023	11/22/2023		11/22/2023	26.76	
								Account 53920 - Laundry and Other Sanitation Services Totals		Invoice Transactions 4	<u>\$69.46</u>
Account 53950 - Landfill											
52226 - Hoosier Transfer Station-3140	3140-000022465	16-recycling fees-10/16 -10/31/23	Paid by EFT # 55887		11/14/2023	11/14/2023	11/22/2023		11/22/2023	2,900.51	
52226 - Hoosier Transfer Station-3140	3140-000022456	16- trash disposal fees- 10/16-10/31/23	Paid by EFT # 55887		11/14/2023	11/14/2023	11/22/2023		11/22/2023	17,415.64	
								Account 53950 - Landfill Totals		Invoice Transactions 2	<u>\$20,316.15</u>
Account 53990 - Other Services and Charges											
392 - Koorsen Fire & Security, INC	IN00497150	16-Quarterly Fire Alarm Monitoring 10/1-12/31/23	Paid by EFT # 55910		11/14/2023	11/14/2023	11/22/2023		11/22/2023	101.79	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$101.79</u>
								Program 160000 - Main Totals		Invoice Transactions 19	<u>\$27,724.55</u>
								Department 16 - Sanitation Totals		Invoice Transactions 19	<u>\$27,724.55</u>
								Fund 730 - Solid Waste (S6401) Totals		Invoice Transactions 19	<u>\$27,724.55</u>



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Fund 800 - Risk Management(S0203)										
Department 10 - Legal										
Program 100000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	314787910001	10-supplies, panel hooks	Paid by EFT # 55942		11/14/2023	11/14/2023	11/22/2023		11/22/2023	10.49
								Account 52110 - Office Supplies Totals	Invoice Transactions 1	<u>\$10.49</u>
Account 52430 - Uniforms and Tools										
1448 - Shoe Carnival, INC	SSC1022173	10-safety shoes-S. French (10)-4/17/23	Paid by EFT # 55969		11/14/2023	11/14/2023	11/22/2023		11/22/2023	79.98
								Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	<u>\$79.98</u>
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	O-0015656168	10-CPR training (7)-Class CLS-04266788	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	252.00
3560 - First Financial Bank / Credit Cards	O-0015656225	10-CPR training (16)-Class CLS-04266824	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	576.00
3560 - First Financial Bank / Credit Cards	O-0015656303	10- CPR training (7)-Class CLS-04266896	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	252.00
								Account 53160 - Instruction Totals	Invoice Transactions 3	<u>\$1,080.00</u>
Account 53420 - Worker's Comp & Risk										
7792 - ONB Benefit Administration LLC (JWF Specialty)	BL111623	10-JWF work comp 11.2-11.8.23	Paid by EFT # 56032		11/20/2023	11/20/2023	11/20/2023		11/20/2023	166.25
								Account 53420 - Worker's Comp & Risk Totals	Invoice Transactions 1	<u>\$166.25</u>
								Program 100000 - Main Totals	Invoice Transactions 6	<u>\$1,336.72</u>
								Department 10 - Legal Totals	Invoice Transactions 6	<u>\$1,336.72</u>
								Fund 800 - Risk Management(S0203) Totals	Invoice Transactions 6	<u>\$1,336.72</u>
Fund 801 - Health Insurance Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990 - Other Services and Charges										
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	7960	12-employer clinic support -November 2023	Paid by EFT # 55914		11/14/2023	11/14/2023	11/22/2023		11/22/2023	2,600.00
17785 - The Howard E. Nyhart Company, INC	111423daily	12-Nyhart ER Cont \$652.40	Paid by EFT # 55792		11/14/2023	11/14/2023	11/14/2023		11/14/2023	652.40
17785 - The Howard E. Nyhart Company, INC	0175664	12 - Nyhart Admin Fee (FSA, HSA, Wellness) - September 2023	Paid by EFT # 55993		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,304.55
17785 - The Howard E. Nyhart Company, INC	111623HSA	12- Nyhart ER Cont \$489.30	Paid by EFT # 56024		11/16/2023	11/16/2023	11/16/2023		11/16/2023	489.30



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Fund 801 - Health Insurance Trust											
Department 12 - Human Resources											
Program 120000 - Main											
Account 53990 - Other Services and Charges											
17785 - The Howard E. Nyhart Company, INC	111723HSA	12- Nyhart ER Cont \$228.34	Paid by EFT # 56029		11/17/2023	11/17/2023	11/17/2023		11/17/2023	228.34	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 5	\$5,274.59
Account 53990.1201 - Other Services and Charges Health Insurance											
3908 - CIGNA Healthcare	111523Dental	12-Cigna Dental Funding - 11/15/23	Paid by EFT # 55794		11/15/2023	11/15/2023	11/15/2023		11/15/2023	29,630.94	
17785 - The Howard E. Nyhart Company, INC	November 2023	12-November Wellness Reimbursements \$6,286.79	Paid by EFT # 56022		11/16/2023	11/16/2023	11/16/2023		11/16/2023	6,286.79	
								Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice Transactions 2	\$35,917.73
								Program 120000 - Main Totals		Invoice Transactions 7	\$41,192.32
								Department 12 - Human Resources Totals		Invoice Transactions 7	\$41,192.32
								Fund 801 - Health Insurance Trust Totals		Invoice Transactions 7	\$41,192.32
Fund 802 - Fleet Maintenance(S9500)											
Department 17 - Fleet Maintenance											
Program 170000 - Main											
Account 52110 - Office Supplies											
6530 - Office Depot, INC	336847940001	17 - pens	Paid by EFT # 55942		11/14/2023	11/14/2023	11/22/2023		11/22/2023	7.28	
6530 - Office Depot, INC	335432490001	17 - labels	Paid by EFT # 55942		11/14/2023	11/14/2023	11/22/2023		11/22/2023	10.00	
								Account 52110 - Office Supplies Totals		Invoice Transactions 2	\$17.28
Account 52230 - Garage and Motor Supplies											
4693 - Monroe County Tire & Supply, INC	068465	17 - (2) Goodyear Assurance A/S Blk 102T for 515	Paid by EFT # 55932		11/14/2023	11/14/2023	11/22/2023		11/22/2023	201.08	
								Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 1	\$201.08
Account 52240 - Fuel and Oil											
7854 - Premier AG CO-OP, INC (Premier Energy)	1876729	17-unleaded (7,992 gallons)-10/27/23	Paid by EFT # 55950		11/14/2023	11/14/2023	11/22/2023		11/22/2023	24,621.75	
								Account 52240 - Fuel and Oil Totals		Invoice Transactions 1	\$24,621.75
Account 52320 - Motor Vehicle Repair											
4554 - Aero Industries, INC	885838	17 - #772 Motor cover for gear box	Paid by Check # 77680		11/14/2023	11/14/2023	11/22/2023		11/22/2023	27.56	



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Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
244 - Bloomington Ford, INC	6217863	17 - #461 parts and labor for repairs to these units	Paid by EFT # 55819		11/14/2023	11/14/2023	11/22/2023		11/22/2023	2,092.70
244 - Bloomington Ford, INC	6220254	17 - #625 parts and labor for repairs to these units	Paid by EFT # 55819		11/14/2023	11/14/2023	11/22/2023		11/22/2023	308.32
244 - Bloomington Ford, INC	6219422	17 - #616 parts and labor for repairs to these units	Paid by EFT # 55819		11/14/2023	11/14/2023	11/22/2023		11/22/2023	59.73
941 - Central Indiana Truck Equipment Corporation	79294	17 - 1" check valve for 9300	Paid by EFT # 55835		11/14/2023	11/14/2023	11/22/2023		11/22/2023	775.77
594 - Curry Auto Center, INC	5112367	17 - SL-N-Gasket & SL-N-Seal for 291	Paid by EFT # 55846		11/14/2023	11/14/2023	11/22/2023		11/22/2023	79.77
4046 - Heritage-Crystal Clean, INC	18289202	17 - stock antifreeze for shop	Paid by EFT # 55883		11/14/2023	11/14/2023	11/22/2023		11/22/2023	500.86
455 - Industrial Service & Supply, INC	79260	17 - 3/4" JIC Female Fitting	Paid by EFT # 55896		11/14/2023	11/14/2023	11/22/2023		11/22/2023	30.14
4439 - JX Enterprises, INC	27330673P	17 - various parts for 445 - 10/31/2023	Paid by EFT # 55904		11/14/2023	11/14/2023	11/22/2023		11/22/2023	280.90
4439 - JX Enterprises, INC	27314767P	17 - various parts for 445 - 8/1/2023	Paid by EFT # 55904		11/14/2023	11/14/2023	11/22/2023		11/22/2023	354.72
4439 - JX Enterprises, INC	27329739P	17 - Hub Assembly for 442	Paid by EFT # 55904		11/14/2023	11/14/2023	11/22/2023		11/22/2023	420.20
4439 - JX Enterprises, INC	2757293S	17 - #431 parts and labor for the repairs to this unit# 431	Paid by EFT # 55904		11/14/2023	11/14/2023	11/22/2023		11/22/2023	10,245.21
3759 - MC Equipment, LLC (W.A. Jones Truck Bodies)	18384	17 - #4831 turbo knife, knife MTG bolt & nut for mower	Paid by EFT # 55921		11/14/2023	11/14/2023	11/22/2023		11/22/2023	269.42
53385 - O'Reilly Automotive Stores, INC	1903-397500	17 - 1 gal of Car Wash	Paid by Check # 77693		11/14/2023	11/14/2023	11/22/2023		11/22/2023	6.49
53385 - O'Reilly Automotive Stores, INC	1903-397006	17 - Valve cover set for 291	Paid by Check # 77693		11/14/2023	11/14/2023	11/22/2023		11/22/2023	43.79
53385 - O'Reilly Automotive Stores, INC	1903-396537	17 - Oil Funnel for 1000	Paid by Check # 77693		11/14/2023	11/14/2023	11/22/2023		11/22/2023	76.99
53385 - O'Reilly Automotive Stores, INC	1903-396352	17 - New CV Shaft for P130	Paid by Check # 77693		11/14/2023	11/14/2023	11/22/2023		11/22/2023	88.18
53385 - O'Reilly Automotive Stores, INC	1903-397112	17 - Vac pump gasket & radiator for 291	Paid by Check # 77693		11/14/2023	11/14/2023	11/22/2023		11/22/2023	331.98
53385 - O'Reilly Automotive Stores, INC	1903-396031	17 - Alternator Core Returned -Inv# 1903-395821	Paid by Check # 77693		11/14/2023	11/14/2023	11/22/2023		11/22/2023	(30.00)



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Fund 802 - Fleet Maintenance(\$9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52320 - Motor Vehicle Repair										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	PARTS-OCT 2023	17 - various parts for the month of October 2023	Paid by EFT # 55973		11/14/2023	11/14/2023	11/22/2023		11/22/2023	8,635.45
54351 - Sternberg, INC	977833	17 - Differential Pressure Sensor for 394	Paid by EFT # 55980		11/14/2023	11/14/2023	11/22/2023		11/22/2023	177.73
54351 - Sternberg, INC	977910	17 - Differential Pressure Sensor for 394	Paid by EFT # 55980		11/14/2023	11/14/2023	11/22/2023		11/22/2023	217.38
54351 - Sternberg, INC	973746	17 - Quik kit king pin kit for 680	Paid by EFT # 55980		11/14/2023	11/14/2023	11/22/2023		11/22/2023	410.72
54351 - Sternberg, INC	977849	17 - Exhaust kit & core deposit & Sensor for 394	Paid by EFT # 55980		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,078.31
54351 - Sternberg, INC	975928	17 - Panels & headlight for 938	Paid by EFT # 55980		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,243.89
54351 - Sternberg, INC	977912	17 - particulate Filter kit for 394	Paid by EFT # 55980		11/14/2023	11/14/2023	11/22/2023		11/22/2023	2,738.86
582 - Town & Country Chrysler Dodge Jeep, INC	5074995	17 - Stabilizer cushion, axle drive shaft seal, hexhead bolt	Paid by EFT # 55999		11/14/2023	11/14/2023	11/22/2023		11/22/2023	216.65
622 - Truck Country of Indiana, INC (Stoops Freightliner)	X301811387:01	17-header, GEN2 SSI, 10G	Paid by EFT # 56001		11/14/2023	11/14/2023	11/22/2023		11/22/2023	413.98
622 - Truck Country of Indiana, INC (Stoops Freightliner)	X301812238:01	17 - credit for returned Turbocharger kit	Paid by EFT # 56001		11/14/2023	11/14/2023	11/22/2023		11/22/2023	(312.50)
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	586278	17 - rebuilt starter for 717	Paid by EFT # 56006		11/14/2023	11/14/2023	11/22/2023		11/22/2023	290.00
2096 - West Side Tractor Sales CO.	O15111	17- #730 water pump, gasket clamp and labor for repairs	Paid by EFT # 56013		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,277.63
2096 - West Side Tractor Sales CO.	B52150	17 - Returned 2 elements for credit	Paid by EFT # 56013		11/14/2023	11/14/2023	11/22/2023		11/22/2023	(112.64)
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NS3166	17 - Exhaust Clamp for 690	Paid by EFT # 56021		11/14/2023	11/14/2023	11/22/2023		11/22/2023	53.97
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NS3239	17 - Hub Assembly for P130	Paid by EFT # 56021		11/14/2023	11/14/2023	11/22/2023		11/22/2023	269.50
							Account 52320 - Motor Vehicle Repair Totals	Invoice Transactions	34	<u>\$32,561.66</u>
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	772528	17 - (3) each of male plugs & female plugs	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	46.44



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Fund 802 - Fleet Maintenance(S9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	772774	17 -(2) galv. bushings, galv. nipple, galv. steel el, ball valve	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	67.65
8658 - Kleindorfer's Hardware LLC	773478	17 - (2) safety glasses, 50' garden hose for shop	Paid by EFT # 55908		11/14/2023	11/14/2023	11/22/2023		11/22/2023	174.97
8181 - Lawson Products, INC	9311020370	17 - shop supplies and DNI parts - 10/23/2023	Paid by EFT # 55911		11/14/2023	11/14/2023	11/22/2023		11/22/2023	900.18
								Account 52420 - Other Supplies Totals	Invoice Transactions 4	<u>\$1,189.24</u>
Account 53210 - Telephone										
1079 - AT&T	849494015-060923	28-CH/off site fac-long distance chgs 06/09/2023-BAN #849494015	Paid by Check # 77663		11/15/2023	11/15/2023	11/15/2023		11/15/2023	9.27
1079 - AT&T	849494015-070923	28-CH/off site fac-long distance chgs 07/09/2023-BAN #849494015	Paid by Check # 77664		11/15/2023	11/15/2023	11/15/2023		11/15/2023	10.89
1079 - AT&T	849494015-080923	28-CH/off site fac-long distance chgs 08/09/2023-BAN #849494015	Paid by Check # 77665		11/15/2023	11/15/2023	11/15/2023		11/15/2023	8.21
								Account 53210 - Telephone Totals	Invoice Transactions 3	<u>\$28.37</u>
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	10159-0021023	17-Fleet Maint-water/sewer bill-October 2023	Paid by Check # 77708		11/22/2023	11/22/2023	11/22/2023		11/22/2023	751.22
								Account 53530 - Water and Sewer Totals	Invoice Transactions 1	<u>\$751.22</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	51863666-110923	17-Fleet Maint-gas bill 10/06/23-11/03/23	Paid by Check # 77713		11/22/2023	11/22/2023	11/22/2023		11/22/2023	166.26
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$166.26</u>
Account 53620 - Motor Repairs										
244 - Bloomington Ford, INC	6217863	17 - #461 parts and labor for repairs to these units	Paid by EFT # 55819		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,155.00
244 - Bloomington Ford, INC	6220254	17 - #625 parts and labor for repairs to these units	Paid by EFT # 55819		11/14/2023	11/14/2023	11/22/2023		11/22/2023	343.00



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Fund 802 - Fleet Maintenance(\$9500)										
Department 17 - Fleet Maintenance										
Program 170000 - Main										
Account 53620 - Motor Repairs										
244 - Bloomington Ford, INC	6219422	17 - #616 parts and labor for repairs to these units	Paid by EFT # 55819		11/14/2023	11/14/2023	11/22/2023		11/22/2023	700.00
3560 - First Financial Bank / Credit Cards	AXLE 6560	17 - Axle Doctor-#463 repair to axle	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,695.00
4044 - Industrial Hydraulics, INC	0445843-IN	17 - #617 repair of hydraulic cylinder	Paid by EFT # 55895		11/14/2023	11/14/2023	11/22/2023		11/22/2023	1,111.25
4439 - JX Enterprises, INC	2757293S	17 - #431 parts and labor forthe repairs to this unit# 431	Paid by EFT # 55904		11/14/2023	11/14/2023	11/22/2023		11/22/2023	6,357.89
4474 - Ken's Westside Service & Towing, LLC	23-1101-85236	17-tow-Unit #616-11/1/23	Paid by EFT # 55906		11/14/2023	11/14/2023	11/22/2023		11/22/2023	75.00
4474 - Ken's Westside Service & Towing, LLC	23-1026-85017	17 - Change flat tire-#1747-10/26/23	Paid by EFT # 55906		11/14/2023	11/14/2023	11/22/2023		11/22/2023	75.00
4474 - Ken's Westside Service & Towing, LLC	23-1031-85185	17-tow-2018 Ford Taurus-10/31/23	Paid by EFT # 55906		11/14/2023	11/14/2023	11/22/2023		11/22/2023	100.00
2096 - West Side Tractor Sales CO.	O15111	17- #730 water pump, gasket clamp and labor for repairs	Paid by EFT # 56013		11/14/2023	11/14/2023	11/22/2023		11/22/2023	959.40
								Account 53620 - Motor Repairs Totals	Invoice Transactions 10	\$12,571.54
Account 53920 - Laundry and Other Sanitation Services										
19171 - Aramark Uniform & Career Apparel Group, INC	4080093409	17 - city portion of uniform rentals for 10-25-2023	Paid by EFT # 55808		11/14/2023	11/14/2023	11/22/2023		11/22/2023	20.18
19171 - Aramark Uniform & Career Apparel Group, INC	4080093408	17 - towel and mat rentals - 10/25/2023	Paid by EFT # 55808		11/14/2023	11/14/2023	11/22/2023		11/22/2023	88.90
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2	\$109.08
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	279386866	17 - BMV title fees-10/18/23	Paid by Check # 77682		11/14/2023	11/14/2023	11/22/2023		11/22/2023	15.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$15.00
								Program 170000 - Main Totals	Invoice Transactions 60	\$72,232.48
								Department 17 - Fleet Maintenance Totals	Invoice Transactions 60	\$72,232.48
								Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice Transactions 60	\$72,232.48
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	111223daily	12-City URM	Paid by EFT # 55783		11/13/2023	11/13/2023	11/13/2023		11/13/2023	25.00



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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	110923daily	12-City URM	Paid by EFT # 55784		11/13/2023	11/13/2023	11/13/2023		11/13/2023	42.97
17785 - The Howard E. Nyhart Company, INC	111023daily	12-City URM	Paid by EFT # 55785		11/13/2023	11/13/2023	11/13/2023		11/13/2023	594.54
17785 - The Howard E. Nyhart Company, INC	111123daily	12-City/Util URM	Paid by EFT # 55786		11/13/2023	11/13/2023	11/13/2023		11/13/2023	25.00
17785 - The Howard E. Nyhart Company, INC	111423 daily	12-City URM	Paid by EFT # 55795		11/15/2023	11/15/2023	11/15/2023		11/15/2023	12.00
17785 - The Howard E. Nyhart Company, INC	111523Daily	12-City URM	Paid by EFT # 56023		11/16/2023	11/16/2023	11/16/2023		11/16/2023	41.04
17785 - The Howard E. Nyhart Company, INC	111623daily	12-City URM	Paid by EFT # 56028		11/17/2023	11/17/2023	11/17/2023		11/17/2023	137.01
17785 - The Howard E. Nyhart Company, INC	111723Daily	12-City URM	Paid by EFT # 56030		11/20/2023	11/20/2023	11/20/2023		11/20/2023	144.50
17785 - The Howard E. Nyhart Company, INC	111823Daily	12-City URM	Paid by EFT # 56031		11/20/2023	11/20/2023	11/20/2023		11/20/2023	50.00
17785 - The Howard E. Nyhart Company, INC	112123daily	12-City URM	Paid by EFT # 56034		11/22/2023	11/22/2023	11/22/2023		11/22/2023	83.20
								Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice Transactions 10	<u>\$1,155.26</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util										
17785 - The Howard E. Nyhart Company, INC	111123daily	12-City/Util URM	Paid by EFT # 55786		11/13/2023	11/13/2023	11/13/2023		11/13/2023	22.24
								Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice Transactions 1	<u>\$22.24</u>
Account 53990.1283 - Other Services and Charges Health Savings Account										
17785 - The Howard E. Nyhart Company, INC	111623 Payroll	12-Nyhart HSA Employee Contribution 11-16-2023	Paid by EFT # 56025		11/16/2023	11/16/2023	11/16/2023		11/16/2023	25,802.28
								Account 53990.1283 - Other Services and Charges Health Savings Account Totals	Invoice Transactions 1	<u>\$25,802.28</u>
								Program 120000 - Main Totals	Invoice Transactions 12	<u>\$26,979.78</u>
								Department 12 - Human Resources Totals	Invoice Transactions 12	<u>\$26,979.78</u>
								Fund 804 - Insurance Voluntary Trust Totals	Invoice Transactions 12	<u>\$26,979.78</u>



Board of Public Works Claim Register

Invoice Date Range 11/10/23 - 11/22/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 978 - City 2016 GO Bond Proceeds										
Department 06 - Controller's Office										
Program 06016C - 2016 C Jackson Trail										
Account 54310 - Improvements Other Than Building										
399 - American Structurepoint, INC	163340	13-Jackson Creek Trail PH II (CE)_const. inspection-1/1-4/30/23	Paid by EFT # 55803		11/14/2023	11/14/2023	11/22/2023		11/22/2023	29,236.97
							Account 54310 - Improvements Other Than Building Totals	Invoice Transactions	1	<u>\$29,236.97</u>
							Program 06016C - 2016 C Jackson Trail Totals	Invoice Transactions	1	<u>\$29,236.97</u>
							Department 06 - Controller's Office Totals	Invoice Transactions	1	<u>\$29,236.97</u>
							Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice Transactions	1	<u>\$29,236.97</u>
Fund 987 - Econ Dev LIT Bonds of 2022										
Department 06 - Controller's Office										
Program 060000 - Main										
Account 54510 - Other Capital Outlays										
7808 - J.S. Held LLC	1481647	06-Bloomington Police Station JH Project #22111342	Paid by EFT # 55901		11/14/2023	11/14/2023	11/22/2023		11/22/2023	11,158.36
595 - Weddle Bros Construction Co., INC	105441	06-Public Safety Improvements, App 1 (Showers West)	Paid by EFT # 56012		11/14/2023	11/14/2023	11/22/2023		11/22/2023	10,940.00
595 - Weddle Bros Construction Co., INC	105537	06-Public Safety Improvements, App 2 (Showers West)	Paid by EFT # 56012		11/14/2023	11/14/2023	11/22/2023		11/22/2023	28,300.00
595 - Weddle Bros Construction Co., INC	105608	06-Public Safety Improvements, App 3 (Showers West)	Paid by EFT # 56012		11/14/2023	11/14/2023	11/22/2023		11/22/2023	49,812.00
							Account 54510 - Other Capital Outlays Totals	Invoice Transactions	4	<u>\$100,210.36</u>
							Program 060000 - Main Totals	Invoice Transactions	4	<u>\$100,210.36</u>
							Department 06 - Controller's Office Totals	Invoice Transactions	4	<u>\$100,210.36</u>
							Fund 987 - Econ Dev LIT Bonds of 2022 Totals	Invoice Transactions	4	<u>\$100,210.36</u>
							Grand Totals	Invoice Transactions	394	<u>\$909,350.99</u>

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
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11/22/23	Claims				\$909,350.99
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\$909,350.99

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 \$909,350.99

Dated this 5th **day of** December **year of 20** 23.

 Kyla Cox Deckard, President

 Elizabeth Karon, Vice President

 Jane Kupersmith, Secretary

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

Fiscal Office _____



Board of Public Works Claim Register

Invoice Date Range 11/23/23 - 12/08/23

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43442 - Equipment Deposits				
Tom Meador	01-Returned Trap-refund deposit- 11/11/23		12/08/2023	80.00
	Account 43442 - Equipment Deposits Totals	Invoice 1		<u>\$80.00</u>
		Transactions		
Account 47080 - Other Reimbursements				
208 - City Of Bloomington Utilities	01-Reimburse CBU due to double payment/error		12/08/2023	3,600.00
	Account 47080 - Other Reimbursements Totals	Invoice 1		<u>\$3,600.00</u>
		Transactions		
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-Office Supplies, business card blank		12/08/2023	5.20
6530 - Office Depot, INC	01- (2) binder clips med & larges, (4)		12/08/2023	7.62
6530 - Office Depot, INC	binder cl 01- labels		12/08/2023	11.79
6530 - Office Depot, INC	01- ticket holders		12/08/2023	125.98
	Account 52110 - Office Supplies Totals	Invoice 4		<u>\$150.59</u>
		Transactions		
Account 52210 - Institutional Supplies				
4136 - C. Specialties, INC	01-Leashes & Cat Carriers		12/08/2023	1,138.68
4045 - Datamars, INC	01-Microchips (400) & Scanner		12/08/2023	2,128.94
4574 - John Deere Financial f.s.b. (Rural King)	01-litter-50 40lb bags pellet bedding,		12/08/2023	249.50
	Account 52210 - Institutional Supplies Totals	Invoice 3		<u>\$3,517.12</u>
		Transactions		
Account 52310 - Building Materials and Supplies				
313 - Fastenal Company	01-Trash Liner, Towels, Laundry Detergent		12/08/2023	401.44



Board of Public Works Claim Register

Invoice Date Range 11/23/23 - 12/08/23

Account 52310 - Building Materials and Supplies Totals		Invoice 1	\$401.44
Account 52420 - Other Supplies		Transactions	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	01-ACO Radio Battery, Martingale Collars	12/08/2023	30.99
Account 52420 - Other Supplies Totals		Invoice 1	\$30.99
Account 53130 - Medical		Transactions	
175 - Monroe County Humane Association, INC	01-Spay/Neuter Surgeries	12/08/2023	1,185.00
Account 53130 - Medical Totals		Invoice 1	\$1,185.00
Account 53510 - Electrical Services		Transactions	
223 - Duke Energy	19-Fac Summary Elec Billing-09/02/23-11/01/23	11/29/2023	1,212.56
Account 53510 - Electrical Services Totals		Invoice 1	\$1,212.56
Account 53540 - Natural Gas		Transactions	
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-October 2023 management fee	11/29/2023	679.64
Account 53540 - Natural Gas Totals		Invoice 1	\$679.64
Account 53610 - Building Repairs		Transactions	
321 - Harrell Fish, INC (HFI)	01 - SA - Quarterly PM Contract-Summer 2023	BC 2022-116 12/08/2023	2,750.93
1537 - Indiana Door & Hardware Specialties, INC	01 - SA - New closer	BC 2022-117 12/08/2023	210.00
Account 53610 - Building Repairs Totals		Invoice 2	\$2,960.93
Account 53960 - Grants		Transactions	
2370 - WildCare, INC	01-Annual WildCare Grant 2023	12/08/2023	3,900.00
Account 53960 - Grants Totals		Invoice 1	\$3,900.00
Program 010000 - Main Totals		Transactions	
Program 010001 - Donations Over \$5K		Invoice 17	\$17,718.27
Account 52210 - Institutional Supplies		Transactions	



Board of Public Works Claim Register

Invoice Date Range 11/23/23 - 12/08/23

4586 - Hill's Pet Nutrition Sales, INC	01-Dog, puppy & cat food	12/08/2023	172.13
	Account 52210 - Institutional Supplies Totals	Invoice 1	<u>\$172.13</u>
	Program 010001 - Donations Over \$5K Totals	Transactions Invoice 1	<u>\$172.13</u>
	Department 01 - Animal Shelter Totals	Transactions Invoice 18	<u>\$17,890.40</u>
		Transactions	
Department 02 - Public Works			
Program 020000 - Main			
Account 46060 - Other Violations			
Kevin Besikof	26-Refund due to voided ticket	12/08/2023	30.00
EAN Holdings LLC	26-Sent payment for 2 tickets that were already paid	12/08/2023	120.00
	Account 46060 - Other Violations Totals	Invoice 2	<u>\$150.00</u>
		Transactions	
Account 54510 - Other Capital Outlays			
19278 - Milestone Contractors, LP	20-CCMG 2022-2 WInslow Rd Resurfacing-6/5-8/25/23-App #1	BC 2023-009B 12/08/2023	8,065.11
	Account 54510 - Other Capital Outlays Totals	Invoice 1	<u>\$8,065.11</u>
	Program 020000 - Main Totals	Transactions Invoice 3	<u>\$8,215.11</u>
	Department 02 - Public Works Totals	Transactions Invoice 3	<u>\$8,215.11</u>
		Transactions	
Department 03 - City Clerk			
Program 030000 - Main			
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	03-4 sets of Bose or Beats headphones & earbuds	12/08/2023	1,027.90
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	03-Bose headphones	12/08/2023	259.00
	Account 52420 - Other Supplies Totals	Invoice 2	<u>\$1,286.90</u>
	Program 030000 - Main Totals	Transactions Invoice 2	<u>\$1,286.90</u>
	Department 03 - City Clerk Totals	Transactions Invoice 2	<u>\$1,286.90</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 11/23/23 - 12/08/23

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	04: Anker USB C Hub	12/08/2023	49.49
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$49.49</u>
		Transactions	

Account **53160 - Instruction**

8879 - Open Pivot INC	04: Executive Training - Warren-2nd half payment	12/08/2023	2,500.00
	Account 53160 - Instruction Totals	Invoice 1	<u>\$2,500.00</u>
		Transactions	

Account **53960 - Grants**

8987 - Bruna Kalil Othero Fernandes	04: BAC Winter Arts Project Grant - Bruna Othero	12/08/2023	2,000.00
8988 - Jamey Joanne Guzman	04: BAC Winter Arts project - Jamey Guzman	12/08/2023	1,500.00
9002 - Limestone Media INC (Limestone Post Magazine)	04: BAC Operations Grant - Limestone Media	12/08/2023	1,000.00
	Account 53960 - Grants Totals	Invoice 3	<u>\$4,500.00</u>
		Transactions	

Account **53970 - Mayor's Promotion of Business**

8985 - Music Industry Creatives INC	04: Artist Party Music Service	12/08/2023	225.00
7620 - Erin Marie Tobey	04: NSF Size & Scale Mural-60% complete	12/08/2023	5,698.67
	Account 53970 - Mayor's Promotion of Business Totals	Invoice 2	<u>\$5,923.67</u>
		Transactions	
	Program 040000 - Main Totals	Invoice 7	<u>\$12,973.16</u>
		Transactions	

Program **04TECH - Trades Tech Center**

Account **53990 - Other Services and Charges**

5149 - E&B Paving, INC	04: Paving for Tech Center-App 1-Inv #30054416	12/08/2023	120,834.54
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$120,834.54</u>
		Transactions	
	Program 04TECH - Trades Tech Center Totals	Invoice 1	<u>\$120,834.54</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 11/23/23 - 12/08/23
 Invoice 8
 Transactions \$133,807.70

Department **04 - Economic & Sustainable Dev** Totals

Department **05 - Common Council**

Program **050000 - Main**

Account **53160 - Instruction**

259 - Indiana Association Of Cities & Towns (AIM)

05 - AIM newly-elected officials regional training
 Account **53160 - Instruction** Totals

12/08/2023 109.00
 Invoice 1
 Transactions \$109.00

Account **53230 - Travel**

8892 - Matthew Flaherty

05-per diem/pkg-Conf-Local Progress-St Louis-9/6-9/9/23
 5935 - Stephen E Lucas
 05-pkg reimb-CLE training-Indy-11/17/23

12/08/2023 159.00
 12/08/2023 26.00
 Invoice 2
 Transactions \$185.00

Account **53990 - Other Services and Charges**

2546 - Monroe County Historical Society, INC

05-Support for CAPS Commission Community Event - Speaker Fee
 Account **53990 - Other Services and Charges** Totals

12/08/2023 175.00
 Invoice 1
 Transactions \$175.00

Program **050000 - Main** Totals

Department **05 - Common Council** Totals

Invoice 4
 Transactions \$469.00
 Invoice 4
 Transactions \$469.00

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52420 - Other Supplies**

371 - Pitney Bowes, INC

06-Connect+ Adhesive Tape Rolls (3) for mail machine
 Account **52420 - Other Supplies** Totals

12/08/2023 147.83
 Invoice 1
 Transactions \$147.83

Account **53310 - Printing**

8002 - Safeguard Business Systems, INC

06-AP Envelopes for mailing claim checks (2500)
 Account **53310 - Printing** Totals

12/08/2023 262.48
 Invoice 1
 Transactions \$262.48



Board of Public Works Claim Register

Invoice Date Range 11/23/23 - 12/08/23

Program 060000 - Main Totals		Invoice 2	\$410.31
Department 06 - Controller's Office Totals		Transactions	
		Invoice 2	\$410.31
		Transactions	
Department 07 - Engineering			
Program 070000 - Main			
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-Jabra Headphones (K. Knoke)	12/08/2023	126.99
Account 52110 - Office Supplies Totals		Invoice 1	\$126.99
		Transactions	
Account 52430 - Uniforms and Tools			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-Poison Ivy Wipes	12/08/2023	25.95
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-Cut resistant gloves (4)	12/08/2023	54.28
Account 52430 - Uniforms and Tools Totals		Invoice 2	\$80.23
		Transactions	
Account 53160 - Instruction			
8893 - Organizational Effectiveness Consulting INC	07-2023 All Dept Team Development Planning & Facilitation	12/08/2023	3,500.00
Account 53160 - Instruction Totals		Invoice 1	\$3,500.00
		Transactions	
Account 53230 - Travel			
8638 - Alexandra Gray	07-per diem-TCT Training-Indy-11/13/23	12/08/2023	33.00
6661 - Jason A Kerr	07-per diem-TCT Training-Indy-11/13/23	12/08/2023	33.00
8637 - Maria McCormick	07-per diem-TCT Training-Indy-11/13/23	12/08/2023	33.00
Account 53230 - Travel Totals		Invoice 3	\$99.00
		Transactions	
Account 53910 - Dues and Subscriptions			
2871 - International Municipal Signal Association (IMSA)	07-2024 Membership dues (R. Aten, J. Kerr)	12/08/2023	170.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$170.00
		Transactions	
Account 53990 - Other Services and Charges			



Board of Public Works Claim Register

Invoice Date Range 11/23/23 - 12/08/23

50722 - Bloomington Bagel Co., INC	07-2023 Annual Strategy Session (breakfast)-11/16/23	12/08/2023	154.30
7703 - Smokin' Jacks Rib Shack, LLC (Blooming Boards)	07-2023 Annual Strategy Session (lunch)-11/16/23	12/08/2023	276.84
Account 53990 - Other Services and Charges Totals		Invoice 2	<u>\$431.14</u>
Program 070000 - Main Totals		Transactions Invoice 10	<u>\$4,407.36</u>
Department 07 - Engineering Totals		Transactions Invoice 10	<u>\$4,407.36</u>
Department 09 - CFRD		Transactions	
Program 090000 - Main			
Account 53230 - Travel			
8757 - Ximena Amaranta Martinez Ruiz	09-Sister Cities Trip 2023-Travel Reimbursements and Per Diems	12/08/2023	632.00
Account 53230 - Travel Totals		Invoice 1	<u>\$632.00</u>
Program 090000 - Main Totals		Transactions Invoice 1	<u>\$632.00</u>
Department 09 - CFRD Totals		Transactions Invoice 1	<u>\$632.00</u>
Department 10 - Legal		Transactions	
Program 100000 - Main			
Account 53120 - Special Legal Services			
19660 - Bose McKinney & Evans, LLP	10-legal services Annexation Remonstrance-Sept/Oct 2023	12/08/2023	42,340.47
19660 - Bose McKinney & Evans, LLP	10- legal serv-Alcohol/Beverage Permit-Civic Ctr-10/9/23	12/08/2023	21.00
Account 53120 - Special Legal Services Totals		Invoice 2	<u>\$42,361.47</u>
Account 53160 - Instruction		Transactions	
3936 - Heather Whitlow	10-Education Reimb (Paralegal Studies Course)-Boston Univ Online	12/08/2023	3,995.00
Account 53160 - Instruction Totals		Invoice 1	<u>\$3,995.00</u>
Account 53230 - Travel		Transactions	
8997 - Audrey Brittingham	10-per deim/Uber/pkg-NELI Conf-Chicago-11/1-11/3/23	12/08/2023	171.84



Board of Public Works Claim Register

Invoice Date Range 11/23/23 - 12/08/23

Account 53230 - Travel Totals	Invoice 1	\$171.84
Program 100000 - Main Totals	Transactions	
Department 10 - Legal Totals	Invoice 4	\$46,528.31
	Transactions	
	Invoice 4	\$46,528.31
	Transactions	

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **43380 - Other Services**

7917 - Civic Champs INC (Helping Hands Bloomington)	11 - Innovation monthly marketing 08/31/23-09/30/23	12/08/2023	700.00
6915 - David John Wild (Wild Consulting & Innovations, LLC)	11 - innovation digital analysis of welfare checks 1 of 2	12/08/2023	4,750.00
	Account 43380 - Other Services Totals	Invoice 2	\$5,450.00
		Transactions	

Account **52110 - Office Supplies**

5103 - Staples Contract & Commercial, INC	11 - toner cartridge	12/08/2023	169.21
	Account 52110 - Office Supplies Totals	Invoice 1	\$169.21
		Transactions	

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11 - card holder lanyards for Big Ten Mavor's conference	12/08/2023	18.99
	Account 52420 - Other Supplies Totals	Invoice 1	\$18.99
		Transactions	

Account **53230 - Travel**

5459 - John M Hamilton	11 - Sister City travel reimbursement John Hamilton	12/08/2023	2,095.36
6418 - Josefa Madrigal	11 - Sister City travel reimbursement Josefa Madriaal	12/08/2023	967.76
	Account 53230 - Travel Totals	Invoice 2	\$3,063.12
		Transactions	

Account **53990 - Other Services and Charges**

7897 - Fox Frame Productions	11 - video production 2 of 2	12/08/2023	7,500.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$7,500.00
	Program 110000 - Main Totals	Transactions	
		Invoice 7	\$16,201.32
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 11/23/23 - 12/08/23

Department 11 - Mayor's Office Totals		Invoice 7	\$16,201.32
Department 12 - Human Resources		Transactions	
Program 120000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	12-ink toner	12/08/2023	169.21
Account 52110 - Office Supplies Totals		Invoice 1	<u>\$169.21</u>
		Transactions	
Account 53320 - Advertising			
54546 - Charles Y Coghlan, DMD (Office Easel)	12-brochures, tri folds, retractable banner	12/08/2023	640.00
Account 53320 - Advertising Totals		Invoice 1	<u>\$640.00</u>
		Transactions	
Program 120000 - Main Totals		Invoice 2	<u>\$809.21</u>
Department 12 - Human Resources Totals		Transactions	
		Invoice 2	<u>\$809.21</u>
		Transactions	
Department 13 - Planning			
Program 130000 - Main			
Account 42080 - F.H.W.A. Planning			
199 - Monroe County Government	13- FY 2023 UPWP Q3 Infrastructure Management Svstems	12/08/2023	5,752.46
Account 42080 - F.H.W.A. Planning Totals		Invoice 1	<u>\$5,752.46</u>
		Transactions	
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13- Desk Calendar, paper towels, legal pads	12/08/2023	27.83
Account 52110 - Office Supplies Totals		Invoice 1	<u>\$27.83</u>
		Transactions	
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13- Desk Lamp and Light Bulb for Joy Brown	12/08/2023	45.67
Account 52420 - Other Supplies Totals		Invoice 1	<u>\$45.67</u>
		Transactions	
Account 53320 - Advertising			



Board of Public Works Claim Register

Invoice Date Range 11/23/23 - 12/08/23

6891 - Gatehouse Media Indiana Holdings	13- Legal Ads for Administrative Appeals AA-36.37.38-23	12/08/2023	102.41
	Account 53320 - Advertising Totals	Invoice 1	<u>\$102.41</u>
Account 53990 - Other Services and Charges		Transactions	
4945 - Eco-Counter, INC	13- Battery Replacements for Zelt and Urban Posts	12/08/2023	980.00
53442 - Paragon Micro, INC	13- Adobe Subscription Renewals for P&T (12)	12/08/2023	11,999.88
	Account 53990 - Other Services and Charges Totals	Invoice 2	<u>\$12,979.88</u>
	Program 130000 - Main Totals	Transactions	
Program 132000 - MPO		Invoice 6	<u>\$18,908.25</u>
Account 53990 - Other Services and Charges		Transactions	
13433 - Cardinal Stage Company, INC	13- Waldron Lobby Rental for MPO Reception 10/10/23	12/08/2023	250.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$250.00</u>
	Program 132000 - MPO Totals	Transactions	
Department 19 - Facilities Maintenance		Invoice 1	<u>\$250.00</u>
Program 190000 - Main		Transactions	
Account 52210 - Institutional Supplies		Invoice 7	<u>\$19,158.25</u>
4443 - The Sherwin Williams Company	19 - Paint and pail liner for Brighten B- Town crew	12/08/2023	386.53
	Account 52210 - Institutional Supplies Totals	Invoice 1	<u>\$386.53</u>
Account 52310 - Building Materials and Supplies		Transactions	
1537 - Indiana Door & Hardware Specialties, INC	19 - SA - (4) DKI key cut from city blanks	12/08/2023	36.00
4574 - John Deere Financial f.s.b. (Rural King)	19- (9) 55 gal drum liners	12/08/2023	179.91
395 - Kirby Risk Corp	19-Light bulbs - Facilities	12/08/2023	102.60
8658 - Kleindorfer's Hardware LLC	19 - Pikstiks, caulk, 4" Roller Cover, 4" Roller Frame. etc	12/08/2023	207.42



Board of Public Works Claim Register

Invoice Date Range 11/23/23 - 12/08/23

8658 - Kleindorfer's Hardware LLC	19 - 24 - 4" rollers for Brighton - B-town	12/08/2023	35.76
8658 - Kleindorfer's Hardware LLC	19 - (3) 4" Roller frames for Brighton B-town	12/08/2023	8.97
8658 - Kleindorfer's Hardware LLC	19 - 2 (passage knobs, batteries, switch, rotary file & etc	12/08/2023	258.04
4443 - The Sherwin Williams Company	19 - 50 gallons of paint	12/08/2023	756.53
Account 52310 - Building Materials and Supplies Totals		Invoice 8 Transactions	<u>\$1,585.23</u>
Account 52430 - Uniforms and Tools			
19171 - Aramark Uniform & Career Apparel Group, INC	19 - Work pants for Facility Employee - R Flake-11/9/23	12/08/2023	12.41
19171 - Aramark Uniform & Career Apparel Group, INC	19 - Work pants for Facility Employee - R Flake-11/16/23	12/08/2023	12.41
798 - Winters Associates Promotional Products, INC	19 - Clothing for facilities staff	12/08/2023	724.56
Account 52430 - Uniforms and Tools Totals		Invoice 3 Transactions	<u>\$749.38</u>
Account 53140 - Exterminator Services			
51538 - Economy Termite & Pest Control, INC	19-Pest Control Services for Council Office BC 2022-113 @ Cstv Hall-11/15/23	12/08/2023	75.00
Account 53140 - Exterminator Services Totals		Invoice 1 Transactions	<u>\$75.00</u>
Account 53160 - Instruction			
7204 - Purdue University	19 - Project Management Class for J Boruff	12/08/2023	1,975.00
Account 53160 - Instruction Totals		Invoice 1 Transactions	<u>\$1,975.00</u>
Account 53510 - Electrical Services			
223 - Duke Energy	19-Fac Summary Elec Billing-09/02/23-11/01/23	11/29/2023	10,460.11
Account 53510 - Electrical Services Totals		Invoice 1 Transactions	<u>\$10,460.11</u>
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - July 2023	11/29/2023	4,909.24
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - August 2023	11/29/2023	2,611.12
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - September 2023	11/29/2023	1,061.01



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208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - October 2023	11/29/2023	1,164.30
208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-October 2023	11/29/2023	15.84
Account 53530 - Water and Sewer Totals		Invoice 5 Transactions	<u>\$9,761.51</u>
Account 53610 - Building Repairs			
321 - Harrell Fish, INC (HFI)	19 - SA - Replaced fuse and wiring-HVAC- OOTC	BC 2022-115 12/08/2023	500.00
1537 - Indiana Door & Hardware Specialties, INC	19 - SA - New electric mortise lock	BC 2022-117 12/08/2023	1,170.00
393 - Kone INC	19-SA-CH-Materia/labor breakdown for wireless gateway install	BC 2023-004 12/08/2023	1,275.00
393 - Kone INC	19 - SA - City Hall-Elevator Maintenance 11/1-11/30/23	BC 2023-004 12/08/2023	332.87
393 - Kone INC	19 - City Hall-elevator maintenance July 2023	BC 2023-004 12/08/2023	284.77
5534 - Presidio Holdings, INC	19 - Card reader repair at City Hall - North Entrance	12/08/2023	200.00
Account 53610 - Building Repairs Totals		Invoice 6 Transactions	<u>\$3,762.64</u>
Account 53990 - Other Services and Charges			
231 - IU Health OCC Health Services	19- Hearing Tests for Facilities staff (4)- 10/5/23	12/08/2023	148.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<u>\$148.00</u>
Program 190000 - Main Totals		Invoice 27 Transactions	<u>\$28,903.40</u>
Department 19 - Facilities Maintenance Totals		Invoice 27 Transactions	<u>\$28,903.40</u>
Department 28 - ITS			
Program 280000 - Main			
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28-wireless doorbell	12/08/2023	132.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28-(7) box cutters	12/08/2023	55.23
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28-Seth Bluetooth Adaptors	12/08/2023	29.90
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28-2 outdoor security cameras	12/08/2023	144.48



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8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28-fluke & Barcode Printer	12/08/2023	452.43
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - 2 Otterbox iPhone Cases	12/08/2023	95.42
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 -credit for 2 Otterbox iPhone Cases returned	12/08/2023	(95.42)
5534 - Presidio Holdings, INC	28 - Badge Printer Supplies	12/08/2023	231.70
5534 - Presidio Holdings, INC	28 - Badge Printer	12/08/2023	6,590.00
Account 52420 - Other Supplies Totals		Invoice 9	<u>\$7,636.73</u>
Account 53640 - Hardware and Software Maintenance		Transactions	
5444 - Tyler Technologies, INC	28 - 2024 New World ERP Core renewal - ITS Portion	12/08/2023	35,401.88
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	<u>\$35,401.88</u>
Account 53910 - Dues and Subscriptions		Transactions	
8441 - Promevo Holdings, INC (Promevo, LLC)	28 - Google Voice Monthly Sub October 2023	12/08/2023	72.31
8441 - Promevo Holdings, INC (Promevo, LLC)	28 - Google Workspace Enterprise Oct 2023 Subscription	12/08/2023	121.67
Account 53910 - Dues and Subscriptions Totals		Invoice 2	<u>\$193.98</u>
Account 54420 - Purchase of Equipment		Transactions	
5534 - Presidio Holdings, INC	28 - Cameras in conference rooms	12/08/2023	1,136.08
5534 - Presidio Holdings, INC	28 - Camera in conference rooms	12/08/2023	757.39
Account 54420 - Purchase of Equipment Totals		Invoice 2	<u>\$1,893.47</u>
Program 280000 - Main Totals		Transactions	
Department 28 - ITS Totals		Invoice 14	<u>\$45,126.06</u>
Fund 101 - General Fund (S0101) Totals		Transactions	
Fund 103 - Restricted Donations(ord 05-17)		Invoice 14	<u>\$45,126.06</u>
Department 06 - Controller's Office		Transactions	
Program 400101 - Animal Medical Services		Invoice 109	<u>\$323,845.33</u>
		Transactions	



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Account **53130 - Medical**

6529 - BloomingPaws, LLC

01-Heartwarm treatment 12/08/2023 107.72

Account **53130 - Medical** Totals Invoice 1 \$107.72

Program **400101 - Animal Medical Services** Totals Transactions Invoice 1 \$107.72

Transactions

Program **400102 - Animal Supplies**

Account **52210 - Institutional Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC) 01-ACO Radio Battery, Martingale Collars 12/08/2023 214.40

4633 - Midwest Veterinary Supply, INC 01-Anitibiotic 12/08/2023 117.97

4633 - Midwest Veterinary Supply, INC 01-Boot covers, nutrical 12/08/2023 131.76

4633 - Midwest Veterinary Supply, INC 01-Isolation gowns 12/08/2023 147.09

4633 - Midwest Veterinary Supply, INC 01-Antibiotics, antiparasitics, shampoo 12/08/2023 1,104.04

4633 - Midwest Veterinary Supply, INC 01-Antibiotics, antiparasitics 12/08/2023 1,116.01

4666 - Zoetis, INC 01-canine vaccines & Apoquel 12/08/2023 1,862.45

Account **52210 - Institutional Supplies** Totals Invoice 7 \$4,693.72

Program **400102 - Animal Supplies** Totals Transactions Invoice 7 \$4,693.72

Transactions

Program **400201 - PW Neighborhood Sidewalk Prg**

Account **53990 - Other Services and Charges**

334 - Irving Materials, INC 20-Concrete materials for S@ Assistance BC 2023-008 12/08/2023 486.00

334 - Irving Materials, INC Program-1318 S. Dunn St 20-Concrete materials for S@ Assistance BC 2023-008 12/08/2023 596.00

Account **53990 - Other Services and Charges** Totals Invoice 2 \$1,082.00

Program **400201 - PW Neighborhood Sidewalk Prg** Totals Transactions Invoice 2 \$1,082.00

Transactions

Department **06 - Controller's Office** Totals Invoice 10 \$5,883.44

Fund **103 - Restricted Donations(ord 05-17)** Totals Transactions Invoice 10 \$5,883.44

Transactions



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Fund 153 - LIT – Economic Development

Department 04 - Economic & Sustainable Dev

Program 040000 - Main

Account 53960 - Grants

8969 - Hubler Chevrolet Buick, GMC INC	04: 2023 Chevrolet Volt EV VIN: 1G1FZ6S09P4190926	12/08/2023	33,841.25
8968 - Memering Motorplex INC	04: 2023 Chevrolet Bolt EV SN 1G1FX6S09P4173016	12/08/2023	34,719.00
8968 - Memering Motorplex INC	04: Chevrolet Bolt EUV SN 1G1FYS06P4195164	12/08/2023	34,619.00
8966 - Sam Pierce Chevrolet INC	04: 2023 Chevrolet Volt EV VIN: 1G1FX6S02P4193480	12/08/2023	35,175.00
8448 - TEN31 Marketing LLC	04: Marketing Services for GoBloomington October 2023	12/08/2023	6,100.00

Account 53960 - Grants Totals	Invoice 5	<hr/>	\$144,454.25
	Transactions		
Program 040000 - Main Totals	Invoice 5	<hr/>	\$144,454.25
	Transactions		
Department 04 - Economic & Sustainable Dev Totals	Invoice 5	<hr/>	\$144,454.25
	Transactions		

Department 06 - Controller's Office

Program 060000 - Main

Account 53990 - Other Services and Charges

8990 - Gregory Goodnight (Connecting Strategies LLC)	06-Consultant for Convention Center project - September 2023	12/08/2023	4,400.00
8990 - Gregory Goodnight (Connecting Strategies LLC)	06-Consultant for Convention Center project - August 2023	12/08/2023	4,250.00
8990 - Gregory Goodnight (Connecting Strategies LLC)	06-Consultant for Convention Center project - October 2023	12/08/2023	3,750.00

Account 53990 - Other Services and Charges Totals	Invoice 3	<hr/>	\$12,400.00
	Transactions		
Program 060000 - Main Totals	Invoice 3	<hr/>	\$12,400.00
	Transactions		
Department 06 - Controller's Office Totals	Invoice 3	<hr/>	\$12,400.00
	Transactions		

Department 19 - Facilities Maintenance

Program 190000 - Main



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Account 53990 - Other Services and Charges

421 - Centerstone Of Indiana, INC	19 - August 2023 Brighten B-Town-vehicle lease	BC 2023-001	12/08/2023	649.00
421 - Centerstone Of Indiana, INC	19 - July 2023 Brighten B-Town-Vehicle lease	BC 2023-001	12/08/2023	649.00
421 - Centerstone Of Indiana, INC	19 - October 2023 Brighten B-Town DPW Partnership	BC 2023-001	12/08/2023	18,959.90
421 - Centerstone Of Indiana, INC	19 - October 2023 Brighten B-Town-Vehicle Lease	BC 2023-001	12/08/2023	649.00
421 - Centerstone Of Indiana, INC	19 - September 2023 Brighten B-Town DPW Partnership	BC 2023-001	12/08/2023	22,681.07
421 - Centerstone Of Indiana, INC	19 - September 2023 Brighten B-Town-Vehicle Lease	BC 2023-001	12/08/2023	649.00

Account 53990 - Other Services and Charges Totals	Invoice 6	<u>\$44,236.97</u>
Program 190000 - Main Totals	Transactions Invoice 6	<u>\$44,236.97</u>
Department 19 - Facilities Maintenance Totals	Transactions Invoice 6	<u>\$44,236.97</u>
Fund 153 - LIT – Economic Development Totals	Transactions Invoice 14	<u>\$201,091.22</u>
	Transactions	

Fund 176 - ARPA Local Fiscal Recvry (S9512)

Department 04 - Economic & Sustainable Dev

Program G21005 - ARPA COVID Local Fiscal Recovery

Account 53110 - Engineering and Architectural

278 - Energy Systems Group, LLC	04-Bloomington Solar M&V IN Year 1-4/1/22-3/31/23		12/08/2023	10,000.00
278 - Energy Systems Group, LLC	04-Bloomington Solar M&V IN Year 2-4/1/23-3/31/24		12/08/2023	10,000.00

Account 53110 - Engineering and Architectural Totals	Invoice 2	<u>\$20,000.00</u>
	Transactions	

Account 53310 - Printing

8448 - TEN31 Marketing LLC	04: Marketing Services for GoBloomington October 2023		12/08/2023	6,197.61
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Account 53310 - Printing Totals	Invoice 1	<u>\$6,197.61</u>
	Transactions	

Account 53960 - Grants

8489 - MPI Solar, LLC	04-Services-SEEL grant installed solar panels-Meitus 121		12/08/2023	25,000.00
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8489 - MPI Solar, LLC	04-Services-SEEL grant installed solar panels- Cutters	12/08/2023	25,000.00
8489 - MPI Solar, LLC	04-Services-SEEL grant installed solar panels Loren Wood Bldr	12/08/2023	25,000.00
8489 - MPI Solar, LLC	04-Services-SEEL grant installed solar panels Boys&Girls Club	12/08/2023	25,000.00
8489 - MPI Solar, LLC	04-Services-SEEL grant installed solar panels Rosehill Farm	12/08/2023	25,000.00
8489 - MPI Solar, LLC	04-SEEL 2023 Grant- install Solar PV Sys- Mother Hubbards Cupbo	12/08/2023	25,000.00
8489 - MPI Solar, LLC	04-SEEL grant- install Solar PV Sys- Slotegraaf Niehoff PC	12/08/2023	25,000.00
8489 - MPI Solar, LLC	04-SEEL grant install Solar PV Sys-First Presbyterian Churchvt	12/08/2023	25,000.00

Account **53960 - Grants** Totals

Invoice 8 \$200,000.00

Program **G21005 - ARPA COVID Local Fiscal Recovery** Totals

Transactions Invoice 11 \$226,197.61

Department **04 - Economic & Sustainable Dev** Totals

Transactions Invoice 11 \$226,197.61
Transactions

Department **20 - Street**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

Account **52420 - Other Supplies**

6262 - Koenig Equipment, INC	20-16 in 3/8 picco, (2) woodcutter oil, (2) chain 16" ommc	12/08/2023	148.85
6262 - Koenig Equipment, INC	20-Clamp & rubber insert	12/08/2023	18.48

Account **52420 - Other Supplies** Totals

Invoice 2 \$167.33
Transactions

Account **53150 - Communications Contract**

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two-way radio services for snow control crews 11/01-11/30/23	12/08/2023	2,321.25
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Account **53150 - Communications Contract** Totals

Invoice 1 \$2,321.25

Program **G21005 - ARPA COVID Local Fiscal Recovery** Totals

Transactions Invoice 3 \$2,488.58

Department **20 - Street** Totals

Transactions Invoice 3 \$2,488.58

Fund **176 - ARPA Local Fiscal Recvry (S9512)** Totals

Transactions Invoice 14 \$228,686.19

Fund **249 - Grants Non Approp**

Transactions



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Department **20 - Street**

Program **G23005 - 2022 Community Crossing Winslow**

Account **54510 - Other Capital Outlays**

19278 - Milestone Contractors, LP	20-CCMG 2022-2 WInslow Rd Resurfacing-6/5-8/25/23-App #1	BC 2023-09 B	12/08/2023	237,356.00
	Account 54510 - Other Capital Outlays Totals		Invoice 1	<u>\$237,356.00</u>
	Program G23005 - 2022 Community Crossing Winslow Totals		Transactions Invoice 1	<u>\$237,356.00</u>
	Department 20 - Street Totals		Transactions Invoice 1	<u>\$237,356.00</u>
	Fund 249 - Grants Non Approp Totals		Transactions Invoice 1	<u>\$237,356.00</u>
			Transactions	

Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53640 - Hardware and Software Maintenance**

902 - Indiana Underground Plant Protection Service, INC	25 - 811 Line Location Services October 2023		12/08/2023	479.75
13482 - Northern Lights Locating & Inspection, INC	25 - BDU Line Locates October 2023		12/08/2023	2,500.00
	Account 53640 - Hardware and Software Maintenance Totals		Invoice 2	<u>\$2,979.75</u>
	Program 254000 - Infrastructure Totals		Transactions Invoice 2	<u>\$2,979.75</u>
			Transactions	

Program **256000 - Services**

Account **53150 - Communications Contract**

203 - INDIANA UNIVERSITY	25 - IU Fire Station Dark Fiber Service- October 2023		12/08/2023	65.00
	Account 53150 - Communications Contract Totals		Invoice 1	<u>\$65.00</u>
			Transactions	

Account **54450 - Equipment**

53442 - Paragon Micro, INC	28 - CAPR Printer for Legal Risk		12/08/2023	2,069.99
	Account 54450 - Equipment Totals		Invoice 1	<u>\$2,069.99</u>
			Transactions	



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Program 256000 - Services Totals	Invoice 2		<u>\$2,134.99</u>
Department 25 - Telecommunications Totals	Transactions		
	Invoice 4		<u>\$5,114.74</u>
Fund 401 - Non-Reverting Telecom (S1146) Totals	Transactions		
	Invoice 4		<u>\$5,114.74</u>
	Transactions		
Fund 405 - Non-Reverting Improve I(S0113)			
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53120 - Special Legal Services			
608 - Krieg Devault, LLP	10-legal services Governmental Affairs- October 2023	12/08/2023	2,715.00
Account 53120 - Special Legal Services Totals	Invoice 1		<u>\$2,715.00</u>
Program 060000 - Main Totals	Transactions		
Department 06 - Controller's Office Totals	Invoice 1		<u>\$2,715.00</u>
Fund 405 - Non-Reverting Improve I(S0113) Totals	Transactions		
	Invoice 1		<u>\$2,715.00</u>
	Transactions		
Fund 450 - Local Road and Street(S0706)			
Department 20 - Street			
Program 200000 - Main			
Account 53520 - Street Lights / Traffic Signals			
223 - Duke Energy	02 - 3rd & Indiana signal- elec charges for 10/04- 11/02/23	11/29/2023	38.03
223 - Duke Energy	02-Signal Summary Billing-elec chgs 09/28-11/02/23	11/29/2023	3,326.46
Account 53520 - Street Lights / Traffic Signals Totals	Invoice 2		<u>\$3,364.49</u>
	Transactions		
Account 54310 - Improvements Other Than Building			
17 - Bynum Fanyo & Associates, INC	20-SA-Design 2023 Alley Renovations- Walnut&WA-8/29-10/20/23	BC 2022-019 12/08/2023	6,900.00
17 - Bynum Fanyo & Associates, INC	20-SA-Design 2023 Alley Renovation- 6th&Kirkwood-8/29-10/20/23	BC 2022-019 12/08/2023	9,880.00
Account 54310 - Improvements Other Than Building Totals	Invoice 2		<u>\$16,780.00</u>
	Transactions		



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Program 200000 - Main Totals	Invoice 4	\$20,144.49
	Transactions	
Department 20 - Street Totals	Invoice 4	\$20,144.49
	Transactions	
Fund 450 - Local Road and Street(S0706) Totals	Invoice 4	\$20,144.49
	Transactions	

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **52340 - Other Repairs and Maintenance**

4186 - Carrier & Gable, INC	20-Ped head inserts for traffic signals	12/08/2023	1,600.00
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Account 52340 - Other Repairs and Maintenance Totals	Invoice 1	\$1,600.00
	Transactions	

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC	20-Energizer D battery 8 pk	12/08/2023	19.99
409 - Black Lumber Co. INC	20-Grass seed for SW Projects	12/08/2023	64.97
409 - Black Lumber Co. INC	20-28 OZ Clr Cleaner for vehicles	12/08/2023	7.99
409 - Black Lumber Co. INC	20-(2) tub towels, indust wter nozzle (4) amoural. veh clean up	12/08/2023	77.93
8658 - Kleindorfer's Hardware LLC	20-Antifreeze for Milling Machine	12/08/2023	28.14
8658 - Kleindorfer's Hardware LLC	20-(2) slings, (4) clevis for Walnut/Miller knockdown	12/08/2023	205.94
8658 - Kleindorfer's Hardware LLC	20-Roll of tie wire	12/08/2023	6.99
8658 - Kleindorfer's Hardware LLC	20-(6) 2gal pump sprayers	12/08/2023	275.94
8658 - Kleindorfer's Hardware LLC	20-Concrete placers, concrete tool	12/08/2023	38.49
8658 - Kleindorfer's Hardware LLC	20-TFT Pipe compound	12/08/2023	8.99
8658 - Kleindorfer's Hardware LLC	20-(4) fuses for Snow Flakes	12/08/2023	3.96
351 - Young Trucking, INC	20-Top Soil for Sidewalk projects-10/24/23	12/08/2023	400.00
Account 52420 - Other Supplies Totals	Invoice 12	\$1,139.33	
	Transactions		



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Account 53130 - Medical

231 - IU Health OCC Health Services	20-Hearing Tests for Street Employees-10/3 & 10/5/23	12/08/2023	1,184.00
	Account 53130 - Medical Totals	Invoice 1	<u>\$1,184.00</u>
		Transactions	

Account 53160 - Instruction

2871 - International Municipal Signal Association (IMSA)	20-2024 Membership Dues for IMSA-Street Dept emp	12/08/2023	340.00
	Account 53160 - Instruction Totals	Invoice 1	<u>\$340.00</u>
		Transactions	

Account 53250 - Pagers

332 - Indiana Paging Network, INC	20-Monthly Service-Pagers (Snow Control) Dec/partial Nov 2023	12/08/2023	156.80
	Account 53250 - Pagers Totals	Invoice 1	<u>\$156.80</u>
		Transactions	

Account 53510 - Electrical Services

223 - Duke Energy	19-Fac Summary Elec Billing-09/02/23-11/01/23	11/29/2023	237.40
	Account 53510 - Electrical Services Totals	Invoice 1	<u>\$237.40</u>
		Transactions	

Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-October 2023 management fee	11/29/2023	23.65
	Account 53540 - Natural Gas Totals	Invoice 1	<u>\$23.65</u>
		Transactions	

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-11/8/23	12/08/2023	8.35
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-11/8/23	12/08/2023	38.47
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-11/15/23	12/08/2023	8.35
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-11/15/23	12/08/2023	38.47
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4	<u>\$93.64</u>
		Transactions	

Account 53950 - Landfill

52226 - Hoosier Transfer Station-3140	20-Street Sweeping Debris Removal Services-10/18-10/31/23	12/08/2023	3,206.94
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52226 - Hoosier Transfer Station-3140	20-Street Sweeping Debris Removal Services 11/09/23	12/08/2023	756.51
52226 - Hoosier Transfer Station-3140	20-Street Sweeping Debris Removal Services 9/27/23	12/08/2023	2,016.06
52226 - Hoosier Transfer Station-3140	20-Street Sweeping Debris Removal Services 10/12/23	12/08/2023	872.11
6152 - K&S Rolloff, INC	20-Rolloff Services for sweeper debris 10/31/23 & 11/09/23	12/08/2023	750.00
Account 53950 - Landfill Totals		Invoice 5	<u>\$7,601.62</u>
Account 53990 - Other Services and Charges		Transactions	
902 - Indiana Underground Plant Protection Service, INC	20-Line Locate Services for 2023 October	12/08/2023	710.60
1743 - The Home City Ice Company	20-Yearly Box Rental for Ice 2023	12/08/2023	275.00
Account 53990 - Other Services and Charges Totals		Invoice 2	<u>\$985.60</u>
Program 200000 - Main Totals		Transactions	
Department 20 - Street Totals		Invoice 29	<u>\$13,362.04</u>
Fund 451 - Motor Vehicle Highway(S0708) Totals		Transactions	
Fund 452 - Parking Facilities(S9502)		Invoice 29	<u>\$13,362.04</u>
Department 26 - Parking		Transactions	
Program 260000 - Main		Invoice 29	<u>\$13,362.04</u>
Account 52310 - Building Materials and Supplies		Transactions	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26- gloves, tools, hot hands, caulking gun, surge protector	12/08/2023	99.35
293 - J&S Locksmith Shop, INC	26- leaf vacuum and mulcher for all garages	12/08/2023	271.99
Account 52310 - Building Materials and Supplies Totals		Invoice 2	<u>\$371.34</u>
Account 53510 - Electrical Services		Transactions	
223 - Duke Energy	19-Fac Summary Elec Billing-09/02/23-11/01/23	11/29/2023	1,694.59
Account 53510 - Electrical Services Totals		Invoice 1	<u>\$1,694.59</u>
Account 53530 - Water and Sewer		Transactions	



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208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill-October 2023		11/29/2023	57.36
208 - City Of Bloomington Utilities	26-4th St Garage-water/sewer bill-October 2023		11/29/2023	155.87
208 - City Of Bloomington Utilities	26-Trades Garage-489 W. 10th Street water/sewer - October 2023		11/29/2023	147.86
Account 53530 - Water and Sewer Totals			Invoice 3	<hr/> \$361.09
			Transactions	

Account **53610 - Building Repairs**

393 - Kone INC	26-Morton/Trades/4th/Walnut Garages-elevator maint-Julv 2023	BC 2023-004	12/08/2023	2,466.77
3397 - Evens Time, INC	26-Walnut St Garage-POF ticket jam-11/3/23	BC 2022-129	12/08/2023	544.62
393 - Kone INC	26-SA-Morton St Garage-elevator maintenance-Nov 2023	BC 2023-004	12/08/2023	456.54
393 - Kone INC	26-SA-Trades District Garage elevator maintenance for Nov 2023	BC 2023-004	12/08/2023	913.08
393 - Kone INC	26-SA-4th St Garage elevator maintenance-Nov 2023	BC 2023-004	12/08/2023	913.08
392 - Koorsen Fire & Security, INC	26-Trades Gar-quarterly fire alarm base/cell-11/1/23-1/31/24	BC 2022-092	12/08/2023	150.00
392 - Koorsen Fire & Security, INC	26-4th St Gar-quarterly fire monitoring-8/1-10/31/23	BC 2022-092	12/08/2023	120.00
392 - Koorsen Fire & Security, INC	26-Trades Gar-quarterly fire alarm base/cell-8/1-10/31/23	BC 2022-092	12/08/2023	150.00
392 - Koorsen Fire & Security, INC	26-Morton St Gar-quarterly fire alarm cell/base-11/1/23-1/31/24	BC 2022-092	12/08/2023	150.00
392 - Koorsen Fire & Security, INC	26-4th St Gar-quarterly fire alarm cell/base-11/1/23-1/31/24	BC 2022-092	12/08/2023	120.00
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26- wayfinding and windmasters for all garages		12/08/2023	1,590.83
3980 - Robert Wyatt Thrasher III (Thrasher Landscape, INC)	26-4th St Garage-October 2023 maintenance	BC 2022-120	12/08/2023	360.00
Account 53610 - Building Repairs Totals			Invoice 12	<hr/> \$7,934.92
			Transactions	

Account **53840 - Lease Payments**

512 - 7th & Walnut , LLC	26-Walnut St Garage- December 2023 garage rent		11/27/2023	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-December 2023 garage rent		11/27/2023	38,035.85
Account 53840 - Lease Payments Totals			Invoice 2	<hr/> \$55,860.64
			Transactions	
Program 260000 - Main Totals			Invoice 20	<hr/> \$66,222.58
			Transactions	



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Department **26 - Parking** Totals
 Fund **452 - Parking Facilities(S9502)** Totals
 Fund **454 - Alternative Transport(S6301)**

Invoice 20	\$66,222.58
Transactions	
Invoice 20	\$66,222.58
Transactions	

Department **02 - Public Works**

Program **020000 - Main**

Account **43170.0004 - Residential Neighborhood Permits Zone # 4**

2546 - Monroe County Historical Society, INC	26-Paid for 8 Zone 4 permits only received 7 permits	12/08/2023	115.00
	Account 43170.0004 - Residential Neighborhood Permits Zone # 4 Totals	Invoice 1	\$115.00
	Program 020000 - Main Totals	Transactions	
	Department 02 - Public Works Totals	Invoice 1	\$115.00
		Transactions	
		Invoice 1	\$115.00
		Transactions	

Department **26 - Parking**

Program **260000 - Main**

Account **52110 - Office Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-mouse for customer service at parking services	12/08/2023	29.95
	Account 52110 - Office Supplies Totals	Invoice 1	\$29.95
	Program 260000 - Main Totals	Transactions	
	Department 26 - Parking Totals	Invoice 1	\$29.95
	Fund 454 - Alternative Transport(S6301) Totals	Transactions	
		Invoice 2	\$144.95
		Transactions	

Fund **455 - Parking Meter Fund(S2141)**

Department **26 - Parking**

Program **260000 - Main**

Account **41020 - Permits**

6335 - Strauser Construction Co., INC	26-Paid for "No Parking" signs for 5 days, refund for 1 day	12/08/2023	220.00
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Account 41020 - Permits Totals		Invoice 1	\$220.00
Account 52420 - Other Supplies		Transactions	
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	26-school crossing guard rain coats	12/08/2023	351.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-new door bell for parking services office	12/08/2023	19.89
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-return of door bell for parking services office	12/08/2023	(35.99)
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-award picture frame for the parking services office	12/08/2023	12.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-door bell for parking services office	12/08/2023	35.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26- gloves, tools, hot hands, caulking aun. surae protector	12/08/2023	31.49
8658 - Kleindorfer's Hardware LLC	26-Rubber hammer & 3 lb hammer for parking enforcement	12/08/2023	25.48
6530 - Office Depot, INC	26-stylist for parking officers handhelds	12/08/2023	39.98
6530 - Office Depot, INC	26-colored paper for the parking services office	12/08/2023	23.99
6530 - Office Depot, INC	26-binders for parking services	12/08/2023	7.17
6530 - Office Depot, INC	26-colored paper for the parking services office	12/08/2023	13.64
6530 - Office Depot, INC	26-notebook index dividers for parking services	12/08/2023	10.15
Account 52420 - Other Supplies Totals		Invoice 12	\$535.78
Program 260000 - Main Totals		Transactions	
Department 26 - Parking Totals		Invoice 13	\$755.78
Fund 455 - Parking Meter Fund(S2141) Totals		Transactions	
Fund 456 - MVH Restricted		Invoice 13	\$755.78
Department 20 - Street		Transactions	
Program 200000 - Main		Invoice 13	\$755.78
Account 53630 - Machinery and Equipment Repairs		Transactions	
2974 - MacAllister Machinery Co, INC	20-Repairs to Milling Machine (hydraulic oil leak)	12/08/2023	595.27



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Account 53630 - Machinery and Equipment Repairs Totals		Invoice 1	\$595.27
Account 53730 - Machinery and Equipment Rental		Transactions	
351 - Young Trucking, INC	20- Truck & Trailer Rental-moving equipment/paving-10/19/23	12/08/2023	250.00
351 - Young Trucking, INC	20- Truck & Trailer Rental-moving equipment/paving-10/25/23	12/08/2023	187.50
351 - Young Trucking, INC	20-Truck & Trailer-moving paving equipment 10/31/23	12/08/2023	187.50
Account 53730 - Machinery and Equipment Rental Totals		Invoice 3	<u>\$625.00</u>
Program 200000 - Main Totals		Transactions	
Department 20 - Street Totals		Invoice 4	<u>\$1,220.27</u>
Fund 456 - MVH Restricted Totals		Transactions	
Fund 523 - 2019 4th St Garage (S)		Invoice 4	<u>\$1,220.27</u>
Department 06 - Controller's Office		Transactions	
Program 060000 - Main		Invoice 4	<u>\$1,220.27</u>
Account 53830 - Bank Charges		Transactions	
4740 - Bank Of New York	06-Agent Fee-BLOOMTIR19A1-11/14/23-11/13/24	12/08/2023	825.00
Account 53830 - Bank Charges Totals		Invoice 1	<u>\$825.00</u>
Program 060000 - Main Totals		Transactions	
Department 06 - Controller's Office Totals		Invoice 1	<u>\$825.00</u>
Fund 523 - 2019 4th St Garage (S) Totals		Transactions	
Fund 524 - 2019 4th St Garage Tax (S)		Invoice 1	<u>\$825.00</u>
Department 06 - Controller's Office		Transactions	
Program 060000 - Main		Invoice 1	<u>\$825.00</u>
Account 53830 - Bank Charges		Transactions	
4740 - Bank Of New York	06-Agent Fee-BLOOMTAX19A2-11/14/23-11/13/24	12/08/2023	1,025.00



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Account 53830 - Bank Charges Totals	Invoice 1	\$1,025.00
Program 060000 - Main Totals	Transactions	
Department 06 - Controller's Office Totals	Invoice 1	\$1,025.00
Fund 524 - 2019 4th St Garage Tax (S) Totals	Transactions	
	Invoice 1	\$1,025.00
	Transactions	

Fund **525 - 2019 Trades Garage (S)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53830 - Bank Charges**

4740 - Bank Of New York

06-BLOOMTIRB19B Agent Fee-11/14/23-11/13/24	12/08/2023	825.00
Account 53830 - Bank Charges Totals	Invoice 1	\$825.00
Program 060000 - Main Totals	Transactions	
Department 06 - Controller's Office Totals	Invoice 1	\$825.00
Fund 525 - 2019 Trades Garage (S) Totals	Transactions	
	Invoice 1	\$825.00
	Transactions	

Fund **600 - Cumulative Cap Imprv(CIG)(S2379)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

5149 - E&B Paving, INC	20-Asphalt for patching Millstone	BC 2023-009A	12/08/2023	371.28
5149 - E&B Paving, INC	20-Asphalt for patching St Dept/Dunn St	BC 2023-009A	12/08/2023	126.74
5149 - E&B Paving, INC	20-Asphalt for patching Street/Smith	BC 2023-009A	12/08/2023	122.57
334 - Irving Materials, INC	20-Concrete Materials class A stone-1869	BC 2023-008	12/08/2023	792.50
334 - Irving Materials, INC	20-Concrete materials class A stone-1823	BC 2023-008	12/08/2023	914.00
334 - Irving Materials, INC	20-Concrete Materials class A stone- Paiges Wav & Rock Creek	BC 2023-008	12/08/2023	740.00



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334 - Irving Materials, INC	20-Concrete materials class A stone-1819 E Wexlev	BC 2023-008	12/08/2023	765.00
365 - Rogers Group, INC	20-Stone for Sidewalk Projects 11/09/23		12/08/2023	311.53
365 - Rogers Group, INC	20-Stone for Sidewalk Projects 11/09/23		12/08/2023	190.62
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 9	<u>\$4,334.24</u>
Program 020000 - Main Totals			Transactions Invoice 9	<u>\$4,334.24</u>
Department 02 - Public Works Totals			Transactions Invoice 9	<u>\$4,334.24</u>
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals			Transactions Invoice 9	<u>\$4,334.24</u>

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

5149 - E&B Paving, INC	20- Asphalt for Paving for Forrester- 10/17/23	BC 2023-009A	12/08/2023	17,488.84
5149 - E&B Paving, INC	20- Asphalt for Paving for Winston St. 10/18/23	BC 2023-009A	12/08/2023	17,465.63
5149 - E&B Paving, INC	20- Asphalt for Paving Winston St 10/23/23	BC 2023-009A	12/08/2023	14,399.60
5149 - E&B Paving, INC	20- Asphalt for Paving Lindbergh St 10/25/23	BC 2023-009A	12/08/2023	13,470.80
5149 - E&B Paving, INC	20- Asphalt for Paving St. Dept/Lindbergh St 10/26/23	BC 2023-009A	12/08/2023	13,376.20
5149 - E&B Paving, INC	20-Credit for Asphalt Millings (October)	BC 2023-009A	12/08/2023	(3,598.98)
5149 - E&B Paving, INC	20-Credit for Asphalt Millings (August)	BC 2023-009A	12/08/2023	(781.02)
5149 - E&B Paving, INC	20- Asphalt for Paving St Dept/Eagleson 11/06/23	BC 2023-009A	12/08/2023	1,030.54
5149 - E&B Paving, INC	20- Asphalt for Paving Street/Adair Lane 11/09/23	BC 2023-009A	12/08/2023	2,360.96
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 9	<u>\$75,212.57</u>
Program 020000 - Main Totals			Transactions Invoice 9	<u>\$75,212.57</u>
Department 02 - Public Works Totals			Transactions Invoice 9	<u>\$75,212.57</u>



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 Invoice 9 \$75,212.57

Fund **601 - Cumulative Capital Devlp(S2391)** Totals

Invoice 9
 Transactions

Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

793 - Indiana Safety Company, INC	16-employee gloves & freight charges	12/08/2023	1,401.10
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$1,401.10</u>

Transactions

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	16-Pest Control Services @ Sanitation 11- BC 2022-092 13-23	12/08/2023	125.00
	Account 53140 - Exterminator Services Totals	Invoice 1	<u>\$125.00</u>

Transactions

Account **53150 - Communications Contract**

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-truck radios; antenna and power cable	12/08/2023	70.74
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-decommissioned to trucks & reinstalled in 1	12/08/2023	700.00
	Account 53150 - Communications Contract Totals	Invoice 2	<u>\$770.74</u>

Transactions

Account **53240 - Freight / Other**

793 - Indiana Safety Company, INC	16-employee gloves & freight charges	12/08/2023	168.07
	Account 53240 - Freight / Other Totals	Invoice 1	<u>\$168.07</u>

Transactions

Account **53510 - Electrical Services**

223 - Duke Energy	19-Fac Summary Elec Billing-09/02/23- 11/01/23	11/29/2023	21.89
	Account 53510 - Electrical Services Totals	Invoice 1	<u>\$21.89</u>

Transactions

Account **53540 - Natural Gas**

6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity- October 2023 management fee	11/29/2023	5.32
	Account 53540 - Natural Gas Totals	Invoice 1	<u>\$5.32</u>

Transactions



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Account 53610 - Building Repairs

6378 - ANN-KRISS, LLC	16-seal roof edges/vents fasteners	BC 2023-060	12/08/2023	3,678.21
6378 - ANN-KRISS, LLC	16-install 8" roof gutters on lower roof area	BC 2023-060	12/08/2023	4,590.00
Account 53610 - Building Repairs Totals			Invoice 2 Transactions	<u>\$8,268.21</u>

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-11/15/2023		12/08/2023	7.97
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 11/15/2023		12/08/2023	26.76
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 2 Transactions	<u>\$34.73</u>
Program 160000 - Main Totals			Invoice 11 Transactions	<u>\$10,795.06</u>
Department 16 - Sanitation Totals			Invoice 11 Transactions	<u>\$10,795.06</u>
Fund 730 - Solid Waste (S6401) Totals			Invoice 11 Transactions	<u>\$10,795.06</u>

Fund 800 - Risk Management(S0203)

Department 10 - Legal

Program 100000 - Main

Account 52430 - Uniforms and Tools

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes- J. Brown (6.5 B)-10/20/23		12/08/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-E. Lake (12 M)-10/25/23		12/08/2023	100.00
Account 52430 - Uniforms and Tools Totals			Invoice 2 Transactions	<u>\$200.00</u>

Account 53130 - Medical

8983 - Jason Banks	10-reimb for CDL physical-10/30/23		12/08/2023	100.00
6215 - Donnie Stephen George	10-reimb for CDL physical-11/8/23		12/08/2023	100.00
8995 - Maxwell Clay Heagy	10-reimb for CDL physical-11/9/23		12/08/2023	100.00
9000 - Caleb Housel	10-CDL Physical Housel 2023 060556		12/08/2023	100.00



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8996 - Daniel R Polson	10-reimb for CDL physical-11/13/23	12/08/2023	100.00
4861 - Bradley C Rushton	10-reimb for CDL physical-11/9/23	12/08/2023	100.00
7987 - Jordan Wahl	10-reimb for CDL physical-11/16/23	12/08/2023	100.00
Account 53130 - Medical Totals		Invoice 7	\$700.00
Account 53990 - Other Services and Charges		Transactions	
231 - IU Health OCC Health Services	10- Risk hearing tests-on site-10/3 & 10/5/23	12/08/2023	250.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$250.00
		Transactions	
Program 100000 - Main Totals		Invoice 10	\$1,150.00
		Transactions	
Department 10 - Legal Totals		Invoice 10	\$1,150.00
		Transactions	
Fund 800 - Risk Management(S0203) Totals		Invoice 10	\$1,150.00
		Transactions	
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
17785 - The Howard E. Nyhart Company, INC	12- Nyhart ER Cont \$293.58	11/27/2023	293.58
18539 - Life Insurance Company Of North America	12-November 2023, Bill Ref # 103094 11012023	12/08/2023	3,888.00
Account 53990 - Other Services and Charges Totals		Invoice 2	\$4,181.58
		Transactions	
Account 53990.1201 - Other Services and Charges Health Insurance			
3928 - Aim Medical Trust	12-December 2023 Medical Premiums \$1,007,556.98	12/08/2023	1,007,556.98
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 1	\$1,007,556.98
		Transactions	
Account 53990.1278 - Other Services and Charges Disability LTD			
18539 - Life Insurance Company Of North America	12-November 2023, Bill Ref # 103094 11012023	12/08/2023	9,912.61
Account 53990.1278 - Other Services and Charges Disability LTD Totals		Invoice 1	\$9,912.61
		Transactions	



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Program 120000 - Main Totals	Invoice 4	<u>\$1,021,651.17</u>
Department 12 - Human Resources Totals	Transactions	
	Invoice 4	<u>\$1,021,651.17</u>
Fund 801 - Health Insurance Trust Totals	Transactions	
	Invoice 4	<u>\$1,021,651.17</u>
	Transactions	

Fund **802 - Fleet Maintenance(S9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

4693 - Monroe County Tire & Supply, INC	17 - 2 P255/70R17 tires for 572	12/08/2023	400.50
4693 - Monroe County Tire & Supply, INC	17 - 4 24/11-10 tires for 707	12/08/2023	541.00
4693 - Monroe County Tire & Supply, INC	17 - 4 LT235/65R16 tires for 922	12/08/2023	600.80
4693 - Monroe County Tire & Supply, INC	17 - (2) 265/70R16 tires for 251	12/08/2023	231.18
4693 - Monroe County Tire & Supply, INC	17 - (2) 265/70R16 tires for 251	12/08/2023	231.18

Account 52230 - Garage and Motor Supplies Totals	Invoice 5	<u>\$2,004.66</u>
	Transactions	

Account **52240 - Fuel and Oil**

613 - Hoosier Penn Oil Company, INC	17 - HP Group II AW 46 & Full Syn. 5W20 GF6 oils for various	12/08/2023	4,306.64
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - unleaded fuel (2,000 gal)- 11/3/2023 BC 2022-109D	12/08/2023	6,164.00
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - unleaded (4,012 gal) & diesel (3,001 gal) fuel - 11/3/2023 BC 2022-109D	12/08/2023	24,448.24

Account 52240 - Fuel and Oil Totals	Invoice 3	<u>\$34,918.88</u>
	Transactions	

Account **52320 - Motor Vehicle Repair**

4150 - Alexander's LLC	17 - Backing plate Electric LH & RH, grease seal so	12/08/2023	290.00
4150 - Alexander's LLC	17 - credit for returned 7 way OEM plug & black 7wav bracket	12/08/2023	(27.75)
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	17 - credit for returned non locking gas cylinder	12/08/2023	(94.84)
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	17 - Aluminum Power Bob-Tach Valve + Freiaht	12/08/2023	803.70



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941 - Central Indiana Truck Equipment Corporation	17 - (8) Air Actuator and 9 Air Solenoid Valves	12/08/2023	3,511.02
5792 - Clark Truck Equipment Co., INC	17 - 2 Nitrided Cylinder, 3-10, 1.50 DA for 442	12/08/2023	892.00
5792 - Clark Truck Equipment Co., INC	17 - stock for street plows-caster wheel kits. cvlinders	12/08/2023	5,039.00
8665 - Effingham Crossroads Truck Equipment INC	17 - #431 fittings - 90 deg male elbow and dot AB male SWI	12/08/2023	97.45
796 - Interstate Battery System of Bloomington, INC	17 - (6) 31-MHD & 1 MTP 65HD batteries for Citv vehicles	12/08/2023	851.27
4439 - JX Enterprises, INC	17 - Fuel Drain Tube for 431	12/08/2023	42.45
4439 - JX Enterprises, INC	17 - DFN Pressure Sensor for 394	12/08/2023	121.22
4439 - JX Enterprises, INC	17 - Air STL 9.5"X33" tank for 431	12/08/2023	664.99
4439 - JX Enterprises, INC	17 - various parts for 431 - 11/13/23	12/08/2023	832.49
680 - NCH Corporation (Certified Laboratories)	17 - 9300 grease	12/08/2023	522.38
53385 - O'Reilly Automotive Stores, INC	17 - EGR Cool Kit for 616	12/08/2023	373.24
337 - Stansifer Radio Co, INC	17 - General purpose Relay for stock	12/08/2023	45.94
337 - Stansifer Radio Co, INC	17 - General purpose Stud mount for 964	12/08/2023	83.04
54351 - Sternberg, INC	17 - Thermostat for 394	12/08/2023	58.36
54351 - Sternberg, INC	17 - credit for returned Pressure sensor for 394	12/08/2023	(156.54)
54351 - Sternberg, INC	17 - credit for returned DFN Sensor for 394	12/08/2023	(177.73)
54351 - Sternberg, INC	17-2 Adjusters, 12 flat washers, 4 Break washers.2 snap ring	12/08/2023	217.68
54351 - Sternberg, INC	17 - Ejay Actuator for 959	12/08/2023	303.31
54351 - Sternberg, INC	17 - V-rib belt & Tensioner for 680	12/08/2023	384.30
54351 - Sternberg, INC	17 - Turbo kit for 394	12/08/2023	2,197.99
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - Temperature sensor for 598	12/08/2023	24.05
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - Thermostat for 598	12/08/2023	56.08
2096 - West Side Tractor Sales CO.	17 - 4 Street Pads for 625	12/08/2023	262.68



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2096 - West Side Tractor Sales CO.	17 - 781 parts and labor for repairs- 11/2/23	12/08/2023	563.22
Account 52420 - Other Supplies	Account 52320 - Motor Vehicle Repair Totals	Invoice 28 Transactions	<u>\$17,781.00</u>
409 - Black Lumber Co. INC	17 - 10 #1 2x8-12 GC Treated Lumber	12/08/2023	191.90
4574 - John Deere Financial f.s.b. (Rural King)	17- winter clothing for staff	12/08/2023	198.91
8181 - Lawson Products, INC	17 - DNI parts - 1/2 Pipe plug	12/08/2023	20.90
1548 - Safety Shoe Distributors, INC	17 - winter wear clothing for B Rushton, R. Hillenbura & C Axsom	12/08/2023	593.95
Account 52430 - Uniforms and Tools	Account 52420 - Other Supplies Totals	Invoice 4 Transactions	<u>\$1,005.66</u>
1072 - Keith L Sharp	17 - tool check-partial payment	12/08/2023	909.98
Account 53130 - Medical	Account 52430 - Uniforms and Tools Totals	Invoice 1 Transactions	<u>\$909.98</u>
231 - IU Health OCC Health Services	17-F. Robinson-DS DOT 5 Panel E Screen- 10/10/23	12/08/2023	50.00
231 - IU Health OCC Health Services	17 - Health testing for various employees - 10/3/23	12/08/2023	222.00
Account 53140 - Exterminator Services	Account 53130 - Medical Totals	Invoice 2 Transactions	<u>\$272.00</u>
51538 - Economy Termite & Pest Control, INC	17-Pest Control Services @ Fleet - 10/17/2023	BC 2022-105 12/08/2023	95.00
Account 53510 - Electrical Services	Account 53140 - Exterminator Services Totals	Invoice 1 Transactions	<u>\$95.00</u>
223 - Duke Energy	19-Fac Summary Elec Billing-09/02/23- 11/01/23	11/29/2023	448.62
Account 53540 - Natural Gas	Account 53510 - Electrical Services Totals	Invoice 1 Transactions	<u>\$448.62</u>
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity- October 2023 management fee	11/29/2023	40.13



Board of Public Works Claim Register

Invoice Date Range 11/23/23 - 12/08/23

		Account 53540 - Natural Gas Totals	Invoice 1	\$40.13
			Transactions	
Account 53610 - Building Repairs				
392 - Koorsen Fire & Security, INC	17-SA-Quarterly commercial base monitoring 11/1/23-1/31/24	BC 2022-092	12/08/2023	91.27
		Account 53610 - Building Repairs Totals	Invoice 1	\$91.27
			Transactions	
Account 53620 - Motor Repairs				
321 - Harrell Fish, INC (HFI)	17 - repair to garage heater		12/08/2023	320.00
4474 - Ken's Westside Service & Towing, LLC	17-heavy duty tow-Unit #958-11/14/23		12/08/2023	630.00
2096 - West Side Tractor Sales CO.	17 - 781 parts and labor for repairs-11/2/23		12/08/2023	1,192.57
6476 - Samuel D Wray (Wray Automotive)	17 - p125 alignment		12/08/2023	100.00
		Account 53620 - Motor Repairs Totals	Invoice 4	\$2,242.57
			Transactions	
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals and shop towels-11/15/2023		12/08/2023	88.90
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-11/1/2023		12/08/2023	20.18
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals and shop towels-11/1/2023		12/08/2023	88.90
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals and shop towels-11/08/23		12/08/2023	88.90
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniform rental (minus payroll deduction)-11/8/2023		12/08/2023	20.18
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-11/15/23		12/08/2023	20.18
		Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 6	\$327.24
			Transactions	
Account 53990 - Other Services and Charges				
6891 - Gatehouse Media Indiana Holdings	17 - legal ad for surplus auction		12/08/2023	21.56
		Account 53990 - Other Services and Charges Totals	Invoice 1	\$21.56
			Transactions	
Account 54310 - Improvements Other Than Building				
3286 - Peacetree, INC (PEI Maintenance)	17- Installation of one new DEF Tank @ Henderson St site	BC 2023-013	12/08/2023	57,089.00



Board of Public Works Claim Register

Invoice Date Range 11/23/23 -

12/08/23

Account **54310 - Improvements Other Than Building** Totals

Invoice 1 \$57,089.00

Transactions

Program **170000 - Main** Totals

Invoice 59 \$117,247.57

Transactions

Department **17 - Fleet Maintenance** Totals

Invoice 59 \$117,247.57

Transactions

Fund **802 - Fleet Maintenance(S9500)** Totals

Invoice 59 \$117,247.57

Transactions

Fund **804 - Insurance Voluntary Trust**

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-City URM	11/27/2023	51.94
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/27/2023	25.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/28/2023	16.24
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/29/2023	270.43
17785 - The Howard E. Nyhart Company, INC	12-City URM		219.99
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/01/2023	30.00

Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals

Invoice 6 \$613.60

Transactions

Account **53990.1273 - Other Services and Charges Term Life**

18539 - Life Insurance Company Of North America	12-November 2023, Bill Ref # 103094 11012023	12/08/2023	18,827.82
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Account **53990.1273 - Other Services and Charges Term Life** Totals

Invoice 1 \$18,827.82

Transactions

Account **53990.1277 - Other Services and Charges Disability STD**

18539 - Life Insurance Company Of North America	12-November 2023, Bill Ref # 103094 11012023	12/08/2023	9,035.65
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Account **53990.1277 - Other Services and Charges Disability STD** Totals

Invoice 1 \$9,035.65

Transactions

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/01/2023	52.69
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Board of Public Works Claim Register

Invoice Date Range 11/23/23 - 12/08/23

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals

Invoice 1 \$52.69
Transactions

Account **53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC 12-Nyhart HSA Employee Contribution 12-01-23

22,570.69

Account **53990.1283 - Other Services and Charges Health Savings Account** Totals

Invoice 1 \$22,570.69
Transactions

Program **120000 - Main** Totals

Invoice 10 \$51,100.45
Transactions

Department **12 - Human Resources** Totals

Invoice 10 \$51,100.45
Transactions

Fund **804 - Insurance Voluntary Trust** Totals

Invoice 10 \$51,100.45
Transactions

Fund **987 - Econ Dev LIT Bonds of 2022**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **54510 - Other Capital Outlays**

7509 - Axis Architecture + Interiors, LLC 06-Design Services-Showers West Public Safetyv Imp-10/25/2023
 7509 - Axis Architecture + Interiors, LLC 06-Design Services-Showers West Public Safetyv Imp-9/23/2023
 7509 - Axis Architecture + Interiors, LLC 06-Design Services-Showers West Public Safetyv Imp-7/27/23
 7509 - Axis Architecture + Interiors, LLC 06-Design Services-Showers West Public Safetyv Imp-8/29/2023
 595 - Weddle Bros Construction Co., INC 06-Public Safety Improvements, App 4 (Showers West)

12/08/2023 134,707.57
 12/08/2023 245,764.46
 12/08/2023 70,780.00
 12/08/2023 71,192.87
 12/08/2023 66,558.00

Account **54510 - Other Capital Outlays** Totals

Invoice 5 \$589,002.90
Transactions

Program **060000 - Main** Totals

Invoice 5 \$589,002.90
Transactions

Department **06 - Controller's Office** Totals

Invoice 5 \$589,002.90
Transactions

Fund **987 - Econ Dev LIT Bonds of 2022** Totals

Invoice 5 \$589,002.90
Transactions

Grand Totals

Invoice 345 \$2,979,710.99
Transactions

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/08/23	Claims				\$2,979,710.99
					<u>\$2,979,710.99</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$2,979,710.99

Dated this 5th day of December year of 2023.

 Kyla Cox Deckard, President

 Elizabeth Karon, Vice President

 Jane Kupersmith, Secretary

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

Fiscal Office _____