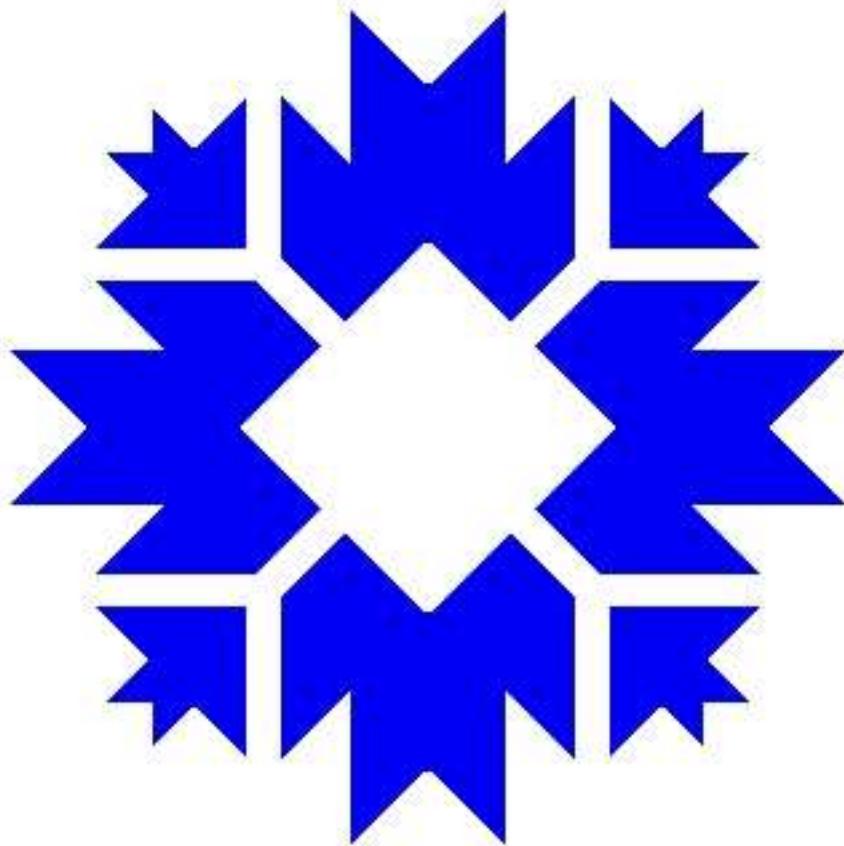


# **Board of Public Works Meeting**

**May 15, 2018**



**AGENDA**  
**BOARD OF PUBLIC WORKS**

**A Regular Meeting of the Board of Public Work to be held Tuesday, May 15, 2018 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.**

- I. MESSAGES FROM BOARD MEMBERS**
- II. PETITIONS & REMONSTRANCES**
- III. CONSENT AGENDA**
  - 1. Approval of Minutes – May 1, 2018**
  - 2. Use of City Streets for Black and Brown Festival (Saturday, 5/19)**
  - 3. Resolution 2018-44: Sale of Real Property 1914 W. 3<sup>rd</sup> St.**
  - 4. Approval of Payroll**
- IV. NEW BUSINESS**
  - 1. Resolution 2018-45: Use of City Streets for 4<sup>th</sup> & Rogers Block Party (Friday, 6/01)**
  - 2. Approve Change Orders 1 & 2 for Rockport Rd. Sidewalk Project**
  - 3. Request of Permission for Weddle Bros. to Close Union St. between 7<sup>th</sup> St. & 10<sup>th</sup> St. for IU Eigenmann Hall Steam Service Project**
  - 4. Resolution 2018-46: Request to Close Public Right-Of-Way to Dismantle Tower Crane in Kirkwood Ave. by Weddle Bros. Building Group, LLC**
  - 5. Resolution 2018-47: Request to Encroach into Public Right-Of-Way for Awnings and outdoor seating at 121-133 N College Avenue by College Avenue, LLC**
  - 6. Resolution 2018-48: Request to use Public Right-Of-Way for Placement of Construction Storage Structure at 430 E Kirkwood Ave. by Strauser Construction Co., Inc.**
  - 7. Approve Change Order #4 with Cassady for Garage Rewiring Project**
  - 8. Approve Mowing Contract for Public Works Locations**
- V. STAFF REPORTS & OTHER BUSINESS**
- VI. APPROVAL OF CLAIMS**
- VII. ADJOURNMENT**

**Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov).**

The Board of Public Works meeting was held on Tuesday, May 1, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Beth Hollingsworth presiding.

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

Present: Beth Hollingsworth  
Dana Palazzo

**ROLL CALL**

City Staff: Kenneth Lifford – Housing & Neighborhood Development  
Alex Crowley – Economic & Sustainable Development  
Elizabeth Carter – Planning & Transportation  
Dan Backler – Planning & Transportation  
Roy Aten – Planning & Transportation  
Ryan Daily – Parking Garage Operations  
James Boruff – Facilities Maintenance & Operations  
Christina Smith – Public Works  
Andrew Cibor – Planning & Transportation  
Jackie Moore – City Legal  
Valerie Hosea – Public Works

Hollingsworth announced that it is Bloomington's 200<sup>th</sup> birthday as a City. She encouraged members of the community to participate in the various events scheduled to celebrate the occasion.

**MESSAGES FROM  
BOARD MEMBERS**

None

**PETITIONS &  
REMONSTRANCES**

**TITLE VI  
ENFORCEMENT**

Kenneth Lifford, with Housing & Neighborhood Development, presented the request for Permission to Abate 2501 E. 8th St. See meeting packet for further details.

**Permission to Abate 2501  
E. 8<sup>th</sup> St.**

Hollingsworth asked if Lifford had cited this property before.

Lifford confirmed.

Palazzo made a motion to approve the request for Permission to Abate 2501 E. 8th St. Hollingsworth seconded. The motion passed. Abatement approved.

1. Approval of Minutes – April 17, 2018
2. Quarterly Staff Report Pursuant to Amended Resolution 2016-02: Staff Level Approval of Standard Development Encroachment Requirements
3. Resolution 2018-35: Use of City Streets for Race for Literacy

**CONSENT AGENDA**

5K (Saturday 6/9)

4. Resolution 2018-36: Use of City Streets for Bloomington Housing Authority Family Night (Wednesday, 6/13)
5. Resolution 2018-37: Use of Public Right-of-Way for Lemonade Day (Saturday, 6/17)
6. Resolution 2018-38: Allow Mobile Vendor to Renew License to Operate in Public Right-of-Way (JD's Taste of Chicago)
7. Resolution 2018-39: Allow Pushcart Vendor License to Operate in Public Right-of-Way (inBloom Juicery)
8. Resolution 2018-40: Allow Mobile Vendor to Renew License to Operate in Public Right-of-Way (812 BBQ)
9. Approval of Payroll for 4/27/18 in the amount of \$393,320.63.

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

### **NEW BUSINESS**

Alex Crowley, with Economic & Sustainable Development, presented Resolution 2018-41: Use of City Streets for Bloomington PRIDE (Saturday, 8/25). See meeting packet for further details.

**Resolution 2018-41: Use of City Streets for Bloomington PRIDE (Saturday, 8/25)**

Hollingsworth asked if the requested streets have changed.

Crowley confirmed.

Palazzo asked if property owners had been notified.

Crowley confirmed.

John Wilson, Pygmalions owner, expressed that the area surrounding his business often experiences closures due to a large amount of events. He explained that his business has suffered tremendously due to lack of access to his business and free parking. He requested that major events be moved to City parks, instead of E. Kirkwood Ave.

Crowley explained the location is the center for public gathering.

Wilson asked if events can be more evenly distributed between East and West Kirkwood.

Palazzo asked what information was included in the notices about the event.

Kyle Hayes, with Bloomington PRIDE, explained the notice provided information about the date, activities, no parking locations, and collaboration opportunities for business owners.

Palazzo made a motion to approve Resolution 2018-41: Use of City



Streets for Bloomington PRIDE (Saturday, 8/25). Hollingsworth seconded. The motion passed. Resolution 2018-41 approved.

Elizabeth Carter, with Planning & Transportation, presented Resolution 2018-42: Encroachment Agreement for Retaining Wall, Exterior Steps, and Railing at 717 N. College Ave. See meeting packet for further details.

Palazzo made a motion to approve Resolution 2018-42: Encroachment Agreement for Retaining Wall, Exterior Steps, and Railing at 717 N. College Ave. Hollingsworth seconded. The motion passed. Resolution 2018-42 approved.

Daniel Backler, with Planning & Transportation, presented Resolution 2018-43: Encroachment Agreement for Monitoring Wells at 3rd St. & Woodcrest Dr. See meeting packet for further details.

Palazzo asked if the edits discussed in the work session from the day before were updated.

Backler confirmed.

Palazzo made a motion to approve Resolution 2018-43: Encroachment Agreement for Monitoring Wells at 3rd St. & Woodcrest Dr. Hollingsworth seconded. The motion passed. Resolution 2018-43 approved.

Roy Aten, with Planning & Transportation, presented the Request for Temporary Closure of Woodlawn Ave. from 7th St. to 10th St.

Palazzo asked if the date is the 15<sup>th</sup> or the 27<sup>th</sup>.

Aten confirmed it would be the 27<sup>th</sup>.

Hollingsworth asked if Forrest Ave. 7<sup>th</sup> St. and 8<sup>th</sup> St. is a one-way.

Brock Ridgeway, with Indiana University, explained that that section of Forrest Ave. will become two-lane during the time where a section of Woodlawn Ave. would be closed.

Palazzo made a motion to approve Request for Temporary Closure of Woodlawn Ave. from 7th St. to 10th St. Hollingsworth seconded. The motion passed. Closure approved.

Ryan Daily, with Parking Garage Operations, presented the request to Award Parking Hardware and Software Agreement to Evens Time. See meeting packet for further details.

Palazzo made a motion to approve the request to Award Parking Hardware and Software Agreement to Evens Time. Hollingsworth

**Resolution 2018-42:  
Encroachment  
Agreement for Retaining  
Wall, Exterior Steps, and  
Railing at 717 N. College  
Ave.**

**Resolution 2018-43:  
Encroachment  
Agreement for  
Monitoring Wells at 3rd  
St. & Woodcrest Dr.**

**Request for Temporary  
Closure of Woodlawn  
Ave. from 7th St. to 10th  
St.**

**Award Parking  
Hardware and Software  
Agreement to Evens  
Time**

seconded. The motion passed. Contract approved.

Daily presented Change Order #2 with Ann-Kriss for 4th St. Garage Door Replacement. See meeting packet for further details.

**Approve Change Order #2 with Ann-Kriss for 4<sup>th</sup> St. Garage Door Replacement**

Palazzo made a motion to approve Change Order #2 with Ann-Kriss for 4th St. Garage Door Replacement. Hollingsworth seconded. The motion passed. Change order approved.

Daily presented Change Orders #1-3 with Cassady Electrical for 4th St. Garage Rewiring Project. See meeting packet for further details.

**Approve Change Orders #1-3 with Cassady Electrical for 4<sup>th</sup> St. Garage Rewiring Project**

Hollingsworth asked if these changes were a result of water damage.

Daily confirmed. He explained the water damage caused the need for the 2<sup>nd</sup> change order. He added that change orders 1 & 3 were not in the scope of work originally.

Palazzo made a motion to approve Change Orders #1-3 with Cassady Eletrical for 4th St. Garage Rewiring Project. Hollingsworth seconded. The motion passed. Change orders approved.

James Boruff, with Facilities Maintenance & Operations, presented Change Order #1 with Ann-Kriss for City Hall Water Damage Restoration Project. See meeting packet for further details.

**Approve Change Order #1 with Ann-Kriss for City Hall Water Damage Restoration Project**

Hollingsworth asked when the project would be complete.

Boruff estimated three weeks.

Palazzo made a motion to approve Change Order #1 with Ann-Kriss for City Hall Water Damage Restoration Project. Hollingsworth seconded. The motion passed. Change order approved.

Christina Smith, with Public Works, provided the following announcements:

**STAFF REPORTS & OTHER BUSINESS**

- Noise Permit Request: Upland Brewery will request a noise permit for an event on May 11<sup>th</sup> from 5:45-11:00 p.m. The request could not be completed by the deadlines to be included on this meeting agenda and the event will occur before the next Board meeting. Any public comment will be added to the documentation packet that will be submitted to the Board. Please email any concerns to: [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov).
- Seating & Merchandising: Switchyard Brewing Company (419 N. Walnut St.), Z & C Teriyaki and Sushi (430 E. Kirkwood Ave.), Bloomington Bagel Company (238 N. Morton St.), Bloomington Bagel Company (114 N. Dunn St.), and El Rey Azteca (309 E. 3<sup>rd</sup> St.).

Palazzo moved to approve the Claims Register 4/18/18 to 5/4/18 in the amount of \$587,323.38. Hollingsworth seconded. The motion passed. Claims approved.

**APPROVAL OF  
CLAIMS**

Hollingsworth called for adjournment. Meeting adjourned at 6:00 p.m.

**ADJOURNMENT**

Accepted by:

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Kyla Cox Deckard, President

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Beth Hollingsworth, Vice-president

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Dana Palazzo, Secretary

Date:

Attest to:



## Board of Public Works Staff Report

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**Project/Event:** Black and Brown Arts Fest

**Petitioner/Representative:** City of Bloomington Department of Community and Family Resources

**Staff Representative:** Rafi Hasan & Sean Starowitz

**Date:** May 15, 2018

**Event Date:** Saturday, May 19, 2018

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To celebrate Bloomington's Bicentennial, the City of Bloomington Department of Community and Family Resources along with the Department of Economic and Sustainable Development is hosting the City's First Annual Black and Brown Arts Festival at the Banneker Center in the Near West Side Neighborhood. This event is requesting the closure of Elm Street between 7<sup>th</sup> and 8<sup>th</sup> Streets, on Saturday, May 19, 2018 from noon until 4 p.m., with a setup and teardown time of 11:30 a.m. and 4:30 p.m.

Property owners around the Banneker Center have been notified of this closure via US Mail, along with the date the Petition will be heard by the Board of Public Works. There will be music, food, interactive activities, and fun for all ages. The Festival will take place rain or shine, but if severe weather occurs, the full festival will take place inside the Banneker Center.

**Staff recommends approval of the request.**



## **NOTICE OF PUBLIC MEETING**

The Board of Public Works of Bloomington Indiana, has been petitioned to hear a request for a Special Event in the Public Right of Way for Bloomington's Bicentennial Black and Brown Arts Festival closing of Elm Street between 7<sup>th</sup> and 8<sup>th</sup> Street on May 19<sup>th</sup> from 12 – 4 PM.

The Board of Public Works meeting to hear this request will be May 15th, 2018. The Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton Street at 5:30 p.m.

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


**BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA**

**PETITIONER:** City of Bloomington  
**DATE:** May 9th, 2018

Banneker Community Center, We

Q

X



Directions

Banneker Community Center

4.5 ★★★★★ · 36 reviews

Recreation Center

★ SAVE

📍 NEARBY

📱 SEND TO YOUR PHONE

🔗 SHARE

📍 930 W 7th St, Bloomington, IN 47404

🌐 bloomington.in.gov

📞 (812) 349-3735

🕒 **Closed.** Opens at 9:00 AM ▾

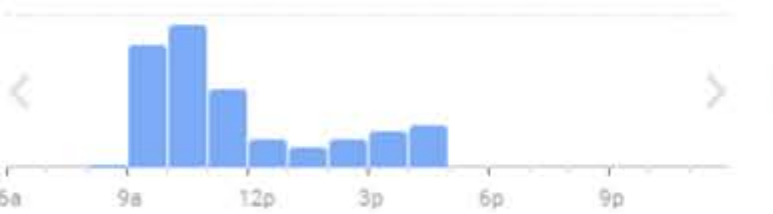
✅ Claim this business



🚩 Add a label

[SUGGEST AN EDIT](#)

Popular times

Wednesdays ▾





22 Photos

NOTIFICATION O....docx ^

Final.Community ....docx ^

Show all X



## Board of Public Works Staff Report

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**Project/Event:** Completion of Sale of Property at 1914 W. 3<sup>rd</sup> Street  
**Petitioner/Representative:** Legal Department  
**Staff Representative:** Jackie Moore  
**Date:** May 15, 2018

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**Report:** Last year the BPW was appointed by the Mayor to hold a publicly noticed hearing regarding the potential sale of this property. Following that hearing, both the Mayor and the Common Council approved the sale of this property, and this property was offered for sale through a public bidding process. One bid was placed for this property, and that bid was accepted. The successful bidder is now ready to close on the purchase of this property. The conveyance documents for the Board's execution are provided in this packet. Closing on this sale is scheduled for May 16, 2018.

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**Recommendation and Supporting Justification:** Staff recommends the Board execute the conveyance documents for the sale of this real property.

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**Recommend** ☒ **Approval** ☐ **Denial by:** Jackie Moore

**BOARD OF PUBLIC WORKS  
RESOLUTION 2018-44**

**RESOLUTION AUTHORIZING THE EXECUTION OF CLOSING DOCUMENTS  
FOR THE SALE OF REAL PROPERTY OWNED BY  
THE CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS AND LOCATED AT  
1914 WEST THIRD STREET  
BLOOMINGTON, INDIANA 47404**

WHEREAS, Indiana Code 36-1-11 *et seq.*, sets forth the procedures by which a municipality may dispose of real property it owns; and

WHEREAS, pursuant to state law, the sale of this real property was approved by the City of Bloomington Board of Public Works, the Mayor of the City of Bloomington and the Bloomington Common Council, and a successful bid was placed for the purchase of this real property; and

WHEREAS, the Board of Public Works shall execute the conveyance documents for this sale at its May 15, 2018, meeting; and

WHEREAS, closing on this sale is scheduled to occur on May 16, 2018, at which time two additional documents, the Sales Disclosure Form and the Closing Statement, shall be executed by both parties;

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

1. The Board of Public Works hereby authorizes Assistant City Attorney, Jacquelyn F. Moore, to execute the Sales Disclosure Form and the Closing Statement on its behalf at the May 16, 2018, closing of the sale of real property owned by the Board of Public Works and located at 1914 West Third Street, Bloomington, Indiana 47404.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth H. Hollingsworth, Vice President

\_\_\_\_\_  
Dana Palazzo, Secretary



## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is dated to be effective as of May 15, 2018, by and between the City of Bloomington, Indiana, acting through the Board of Public Works, ("Seller") and K&J Investments VI, LLC ("Buyer").

WHEREAS, pursuant to Indiana Code 36-1-11 *et seq.*, Seller offered the Real Estate (as hereinafter defined) for sale; and

WHEREAS, on June 9, 2017, K&J Investments VI, LLC, an Indiana limited liability company (successor-in-interest to Jeff Meyer) offered to purchase the Real Estate for the Purchase Price (as hereinafter defined) pursuant to a bid submitted to Seller (the "Offer"); and

WHEREAS, Seller accepts the Offer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Seller and Buyer agree as follows:

1. Sale of Real Estate. Seller shall sell to Buyer, and Buyer shall purchase from Seller, the real estate commonly known as 1914 W. 3<sup>rd</sup> Street, Bloomington, Monroe County, Indiana 47404, described on the attached Exhibit "A" together with all easements and rights benefiting or appurtenant to the Land (collectively, the "Real Estate"). The parties agree that there is no personal property being sold or conveyed as part of this Agreement.

2. Purchase Price. The purchase price to be paid for the Real Estate shall be One Hundred Forty-Eight Thousand Eighty-Six Dollars (\$148,086.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) Upon submission of the Offer, Buyer paid Seller the sum of Fourteen Thousand Eight Hundred Eight Dollars and 60/100 Dollars (\$14,808.60) to be held by Seller as earnest money (the "Earnest Money").

(b) On the Closing Date (as hereinafter defined), Buyer shall pay the balance of the Purchase Price in the amount of One Hundred Thirty-Three Thousand Two Hundred Seventy-Seven and 40/100 Dollars (\$133,277.40) in certified funds, by electronic transfer of funds or other immediately available funds as directed by Seller.

(c) Upon Seller's execution and delivery of this Agreement, the Earnest Money shall secure Buyer's performance of this Agreement, and in the event of a default by Buyer in the performance of its obligations herein specified, Seller shall have the right to terminate this Agreement, and the Earnest Money shall be paid to Seller as liquidated damages as Seller's sole remedy at law or in equity.

(d) Subsequent to Buyer's execution and delivery of this Agreement, Seller may rescind this Agreement upon findings of the City of Bloomington Board of Public Works setting forth the reason for such rescission. If this Agreement shall be rescinded by Seller, the sole and exclusive remedy of Buyer shall be the return of the Earnest Money which Buyer agrees shall constitute full compensation in lieu of any other legal or equitable remedy. Buyer hereby waives any other demand, claim, cause or action or remedy.

3. Closing. The closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur within ten (10) days following Seller's execution and delivery of this Agreement (the "Closing Date") unless extended by mutual agreement of the parties. The Closing shall take place at a time, place, and on a date agreeable by Seller and Buyer but not later than May 25, 2018. Possession of the Real Estate shall be delivered to Buyer at the Closing free of any rights of any third parties.

4. Seller's Closing Documents. On the Closing Date, Seller shall have executed and delivered or caused to be delivered to Buyer the following (collectively, "Seller's Closing Documents"):

(a) A Quitclaim Deed conveying fee simple title to the Real Estate to Buyer subject to the exceptions set forth on the Owner's Pro Forma Title Policy (the "Permitted Exceptions") issued by the Fidelity National Title Insurance Company (the "Title Company").

(b) Copies of any contracts, permits and warranties relating to the Real Estate, if any.

(c) A vendor's affidavit acceptable to the Title Company to remove the non-survey related general preprinted exceptions.

(d) An Indiana Sales Disclosure Form (the "SDF").

(e) All other documents reasonably determined by Buyer or Seller necessary to transfer fee simple title to the Real Estate to Buyer free and clear of all liens and encumbrances other than the Permitted Exceptions.

5. Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, "Buyer's Closing Documents"):

(a) Funds representing the Purchase Price (less the Earnest Money), by electronic transfer of immediately available funds.

(b) A counterpart to the SDF.

(c) All other documents reasonably determined by Buyer or Seller or the Title Company necessary to complete the transaction contemplated by this Agreement.

6. Allocation of Costs. Seller and Buyer agree to the following allocation of costs regarding this Agreement.

(a) Title Insurance and Closing Fee. If Buyer requires title insurance, Buyer shall be solely responsible for arranging the procurement of such insurance, and for the payment of all premiums and fees associated with such title insurance, including any and all closing fees or charges imposed by the Title Company. Any objection to title must be communicated in writing to Seller at least five (5) days prior to the Closing. Failure to submit such notice of objection in a timely manner shall preclude Buyer from raising such objection at the time of Closing.

(b) Taxes and Assessments. The Real Estate is owned by Seller and is exempt from all real estate taxes. Seller shall assume no responsibility or liability for any real estate taxes or other assessments from which it is statutorily exempt. Buyer shall be solely responsible for, and indemnify Seller against, any and all real estate taxes assessed with respect to the Real Estate on or after Closing.

(c) Utilities. Seller shall either ensure that utility service to the Real Estate is disconnected as of the Closing Date or shall cooperate with Buyer in having such utility services transferred to Buyer's account. All contracts relating to the operation of the Real Estate shall be canceled as of the Closing Date.

(d) Attorney's Fees. Each of the parties will pay its own attorney's fees.

7. Evidence of Title. Seller has previously furnished the documents by which Seller obtained and otherwise holds title to the Real Estate. Seller will cooperate with Buyer or its Title Company in clarifying or resolving any perceived deficiencies or clouds in the title to the Real Estate, but shall not be required to incur any expense beyond commitment of the time of Seller. If such issues cannot be resolved to Buyer's satisfaction, Buyer may terminate this Agreement, and the Earnest Money shall be returned to Buyer.

8. Maintenance of the Real Estate Prior to Closing. During the period from the date of Seller's execution of this Agreement to the Closing Date, Seller shall maintain the Real Estate in a reasonably prudent manner. Seller shall execute no contracts, leases or other agreements regarding the Real Estate between the date hereof and the Closing Date that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion.

9. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

(a) Existence; Authority. Seller has the requisite power and authority to enter into and perform this Agreement and to execute and deliver Seller's Closing Documents; such documents have been duly authorized by all necessary action.

(b) Contracts. Seller has made available to Buyer a correct and complete copy of any contract and its amendments which will survive Closing, if any.

(c) Operations. Seller has received no written notice of actual or threatened cancellation or suspension of any utility services for any portion of the Real Estate. Seller has received no written notice or actual or threatened special assessments or reassessments of the Real Estate.

(d) Litigation. To Seller's knowledge, there is no litigation or proceeding pending or threatened against or relating to the Real Estate, nor does Seller know of or have reasonable grounds to know of any basis for any such action or claim.

(e) Liens. To Seller's knowledge, there are no liens or encumbrances against the Real Estate that will remain after the Closing.

(f) Environmental Laws. Except as revealed in any environmental assessment obtained by Buyer or provided to Buyer by Seller, to the best of Seller's knowledge, without investigation or any duty of inquiry (i) the Real Estate does not qualify as "property" under the Indiana Responsible Property Transfer Law, and no Environmental Disclosure Document need be provided pursuant thereto; (ii) the Real Estate is not contaminated with any hazardous substance; (iii) the Real Estate does not appear on any state or federal CERCLA (Comprehensive Environmental Responsibility, Compensation, and Liability Act or "Superfund") lists; (iv) there is no asbestos or PCPs on the Real Estate; (v) there is no underground storage tank on the Real Estate; (vi) the Real Estate has not been used as a plant or site where hazardous substances are subjected to treatment, storage, disposal or recovery; and (vii) the Real Estate is not subject to any federal, state, or local Superfund lien, proceedings, claim, liability or action for the clean-up, removal, or remediation of any hazardous substance from the Real Estate.

(g) Physical Condition. Seller makes no representation or warranty concerning the physical condition of the Real Estate.

10. Casualty; Condemnation. If all or any part of the Real Estate is materially damaged by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within ten (10) days after Seller's notice to Buyer. If eminent domain proceedings are threatened or commenced against all or any part of the Real Estate, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and the Earnest Money shall be refunded to Buyer by giving notice within ten (10) days after Seller's notice. Buyer's right to terminate this Agreement

and receive a refund of the Earnest Money are Buyer's sole remedies under this Section 10 of this Agreement.

11. Notices. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed by United States certified mail, return receipt requested, postage prepaid; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Adam Wason, Director  
City of Bloomington  
Department of Public Works  
401 N. Morton Street, Suite 120  
Bloomington, Indiana 47404

With Copy to: Jacquelyn Moore, Assistant City Attorney  
City of Bloomington  
Legal Department  
401 N. Morton Street, Suite 220  
Bloomington, Indiana 47404

If to Buyer: K&J Investments VI, LLC  
3501 E. Connor Street  
Suite 2  
Noblesville, Indiana 46060

With Copy to: Densborn Blachly LLP  
500 E. 96<sup>th</sup> Street, Suite 100  
Indianapolis, Indiana 46240  
Attn: Donald K. Densborn, Esq.

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

12. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Real Estate. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. If any provision of this Agreement shall be held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Indiana, and any suit must be brought in Monroe County Circuit Court. This Agreement may be executed in any number of

counterparts, each of which, when taken together shall constitute but one and the same fully executed instrument. Signatures on counterparts of this Agreement that are delivered via fax, email or by other electronic means are authorized and shall be acknowledged as if such signatures were an original execution.

13. Remedies. If Buyer defaults, and if Buyer fails to cure such default within ten (10) days of the date of notice of such default from Seller, then Seller shall have the right to terminate this Agreement by giving written notice of termination to Buyer. In the event of such termination, Seller will receive the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default to Buyer, and Buyer will not be liable for damages or specific performance. Buyer's sole remedy for any default by Seller shall be termination of this Agreement and return of the Earnest Money.

14. Buyer's Examination. Buyer may, at Buyer's own risk, enter and examine the Real Estate, and Buyer hereby waives any demand, claim, cause or action or remedy from Seller regarding any injury resulting from Buyer's entry onto the Real Estate. Buyer is relying solely upon its own examination of the Real Estate and inspections in determining its physical condition, character, and suitability for Buyer's intended use of the Real Estate and is not relying upon any representation by Seller or any broker, except for those made by Seller directly to Buyer in writing. Buyer agrees and acknowledges that it is accepting the Real Estate "as is", "where is", and subject to all faults of every kind and nature whatsoever, whether latent or patent, and whether now or hereafter existing, and Buyer acknowledges that it has based its decision to purchase the Real Estate solely upon information obtained independently by Buyer. Buyer shall acquire the Real Estate subject to all laws imposed upon the Real Estate by any governmental or quasi-governmental authority having jurisdiction thereof. Buyer represents and warrants to Seller that Buyer has not relied, and will not rely, upon the representation or statement, or the failure to make any representation or statement, by Seller or Seller's agents, employees or by any person acting or purporting to act on behalf of Seller with respect to the physical condition of the Real Estate.

15. Withdrawal of Offer. This Agreement shall be deemed to be withdrawn, unless fully executed by Buyer and Seller within ten (10) days after execution by Seller. In the event of a withdrawal under this section, Buyer shall be entitled to the return of the Earnest Money.

16. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that it is Buyer, or that it is the Manager of Buyer, that it has not, nor has any other member, employee, representative, agent or officer of Buyer, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that it has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

**IN WITNESS WHEREOF**, Buyer and Seller have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

**BUYER:**

K&J INVESTMENTS VI, LLC

By: \_\_\_\_\_  
Jeffery K. Meyer, Manager

**SELLER:**

CITY OF BLOOMINGTON, INDIANA,  
acting through its Board of Public Works

By: \_\_\_\_\_  
Kyla Cox Deckard, President

By: \_\_\_\_\_  
Beth H. Hollingsworth, Vice President

By: \_\_\_\_\_  
Dana Palazzo, Secretary

## **EXHIBIT "A"**

### **REAL ESTATE**

A part of the Southeast quarter of Section Thirty-one (31), Township Nine (9) North, Range One (1) West, bounded and described as follows, to-wit: Commencing at a point on the South line of said Section, Nine Hundred Twenty-four and one-half (924 ½) feet West of the Southeast corner of said Section Thirty-one (31) thence North Twenty-five (25) rods and Nine and One-half (9 ½) feet, to the right of way of the Indianapolis Southern Railway; thence in an Easterly direction along said right of way six (6) rods; thence South parallel with first line above named Twenty-eight and four-tenths (28 4/10) rods to the South line of said Section Thirty-one (31), thence West Six (6) rods to the place of beginning, containing One (1) acre, more or less.

TOGETHER with an easement for purpose of ingress and egress over the following described tract: Beginning at a point on the South line of said Section 31, 817 ½ feet west of the Southeast corner thereof, running thence North 125 feet, thence West 8 feet, thence South 125 feet, thence East 8 feet to the place of beginning.

SUBJECT to an easement for the purpose of ingress and egress over the following described tract: Beginning at a point on the South line of said Section 31, 825 ½ feet West of the Southeast corner thereof, running thence North 125 feet, thence West 8 feet, thence South 125 feet, thence East 8 feet to the place of beginning in favor of the acre lying to the east of the above description.

EXCEPTING THEREFROM a strip of land dedicated to the City of Bloomington as public right of way, recorded on September 28, 2016, as Instrument Number 2016013528 in the Office of the Recorder of Monroe County, Indiana, described as follows:

A part of the Southeast quarter of Section 31, Township 9 North, Range 1 West, Monroe County, Indiana described as follows: Commencing at the Southeast corner of said Southeast quarter; thence North 90 degrees 00 minutes 00 seconds West along the south line of said Southeast quarter, 825.50 feet to the Point of Beginning; thence continuing along said south line North 90 degrees 00 minutes 00 seconds West, 99.00 feet; thence North 00 degrees 03 minutes 41 seconds East, 47.57 feet; thence South 90 degrees 00 minutes 00 seconds East, 99.00 feet; thence South 00 degrees 03 minutes 41 seconds West, 47.57 feet to the Point of Beginning, containing 0.11 acres, more or less.



## **QUITCLAIM DEED**

THIS INDENTURE WITNESSETH, that the City of Bloomington acting through its Board of Public Works, an Indiana municipal corporation (hereinafter referred to as “Grantor”), CONVEYS AND QUITCLAIMS to K&J Investments VI, LLC, an Indiana limited liability company (hereinafter referred to as “Grantee”), for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the real estate in Monroe County, in the State of Indiana, which has a common address of 1914 West Third Street, Bloomington, Indiana 47404 described on Exhibit “A” attached hereto and incorporated herein by reference (hereinafter called the “Real Estate”).

Subject to the terms and conditions of the Real Estate Purchase Agreement executed by Grantor and Grantee (the “Agreement”) and all covenants, conditions, restrictions, limitations, reservations, easements, rights of way, encumbrances or other matters apparent or of record, and those matters which would be disclosed by an accurate survey and physical inspection of the Real Estate.

By acceptance of this Quitclaim Deed, Grantee hereby acknowledges and agrees that Real Estate is being delivered by Grantor pursuant to this Quitclaim Deed in its “AS IS WHERE IS” condition WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, including but not limited to any representation of warranty concerning the physical or environmental condition of the Real Estate except as specifically set forth in the Agreement.

The conveyance of the Real Estate shall be subject to all real estate taxes becoming due and payable on or after the date hereof.

The undersigned persons executing this Quitclaim Deed on behalf of Grantor represent and certify that they are officials of Grantor and have been fully empowered, by proper authority, to execute and deliver this deed on behalf of Grantor, and that all necessary action for the making of such conveyance has been taken and done.



## **EXHIBIT "A"**

### **REAL ESTATE**

A part of the Southeast quarter of Section Thirty-one (31), Township Nine (9) North, Range One (1) West, bounded and described as follows, to-wit: Commencing at a point on the South line of said Section, Nine Hundred Twenty-four and one-half (924 ½) feet West of the Southeast corner of said Section Thirty-one (31) thence North Twenty-five (25) rods and Nine and One-half (9 ½) feet, to the right of way of the Indianapolis Southern Railway; thence in an Easterly direction along said right of way six (6) rods; thence South parallel with first line above named Twenty-eight and four-tenths (28 4/10) rods to the South line of said Section Thirty-one (31), thence West Six (6) rods to the place of beginning, containing One (1) acre, more or less.

TOGETHER with an easement for purpose of ingress and egress over the following described tract: Beginning at a point on the South line of said Section 31, 817 ½ feet west of the Southeast corner thereof, running thence North 125 feet, thence West 8 feet, thence South 125 feet, thence East 8 feet to the place of beginning.

SUBJECT to an easement for the purpose of ingress and egress over the following described tract: Beginning at a point on the South line of said Section 31, 825 ½ feet West of the Southeast corner thereof, running thence North 125 feet, thence West 8 feet, thence South 125 feet, thence East 8 feet to the place of beginning in favor of the acre lying to the east of the above description.

EXCEPTING THEREFROM a strip of land dedicated to the City of Bloomington as public right of way, recorded on September 28, 2016, as Instrument Number 2016013528 in the Office of the Recorder of Monroe County, Indiana, described as follows:

A part of the Southeast quarter of Section 31, Township 9 North, Range 1 West, Monroe County, Indiana described as follows: Commencing at the Southeast corner of said Southeast quarter; thence North 90 degrees 00 minutes 00 seconds West along the south line of said Southeast quarter, 825.50 feet to the Point of Beginning; thence continuing along said south line North 90 degrees 00 minutes 00 seconds West, 99.00 feet; thence North 00 degrees 03 minutes 41 seconds East, 47.57 feet; thence South 90 degrees 00 minutes 00 seconds East, 99.00 feet; thence South 00 degrees 03 minutes 41 seconds West, 47.57 feet to the Point of Beginning, containing 0.11 acres, more or less.

## VENDOR'S AFFIDAVIT

The undersigned, CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS ("Vendor"), being generally aware of the penalties for perjury and, by affirmation or after swearing under oath to tell the truth, states that:

1. Vendor is the seller of the premises (the "Real Estate") in MONROE County, Indiana, described in Exhibit A, which is attached to this Affidavit. Vendor is conveying the Real Estate to K&J INVESTMENTS VI, LLC, an Indiana limited liability company ("Purchaser"), by quit-claim deed.
2. Vendor has furnished Purchaser with a title insurance commitment ("the Commitment") being issued by Monroe County Land Title Co., Inc., dba TitlePlus!, ("TitlePlus!"), as agent for its title insurance underwriter, which shows that Vendor holds the interest in the Real Estate as shown in the Commitment and that the Real Estate is encumbered only by the liens, leases, easements, agreements, conditions, restrictions, covenants, and other matters shown in the Commitment.
3. To the best of Vendor's knowledge and belief, any improvements are located entirely within the boundaries of the Real Estate; there are no encroachments other than shown in the commitment; there are no easements or other restrictions applicable to the Real Estate which are not shown in the Commitment; and there are no existing violations of applicable zoning ordinances or restrictions.
4. Vendor states that: [a] Vendor has not executed, or permitted anyone on Vendor's behalf to execute, any conveyance, mortgage, lien, lease, security agreement, financing statement, or encumbrance of or upon the Real Estate or its fixtures (except as shown in the Commitment) which is now outstanding or enforceable against the Real Estate; [b] Vendor has not contracted to sell all or a part of the Real Estate to anyone other than Purchaser, nor has Vendor granted an option to purchase all or any part of the Real Estate which is enforceable or exercisable now or at any time in the future; [c] no labor or materials have been furnished for the Real estate for which liens have been or may be filed; [d] no judgment or decree against Vendor remains unpaid or uncanceled of record in any court of this State or of the United States; [e] no proceeding in bankruptcy or insolvency is pending against Vendor; [f] no proceeding has been threatened or commenced by any authority having the power of eminent domain to condemn any part of the Real Estate; [g] other than Vendor and any existing tenant, no person is lawfully or unlawfully in possession of any part of the Real Estate; and [h] there are no existing violations of any ordinance applicable to the real estate; and there are no unpaid claims for expenses incurred by a municipal corporation for bringing real estate into compliance with an ordinance under I.C. 36-1-6-2.
5. Vendor is an adult and is free of legal disability.
6. Vendor makes this affidavit to induce Purchaser to purchase the Real Estate and to induce TitlePlus! to issue an owner's policy through its title insurance underwriter in favor of Purchaser subject only to those matters shown in the Commitment.

DATE: \_\_\_\_\_

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

BY: \_\_\_\_\_  
KYLA COX DECKARD, President

BY: \_\_\_\_\_  
BETH H. HOLLINGSWORTH, Vice-President

BY: \_\_\_\_\_  
DANA PALAZZO, Secretary

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On \_\_\_\_\_, KYLA COX DECKARD, President; BETH H. HOLLINGSWORTH, Vice-President; and DANA PALAZZO, Secretary on behalf of CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS personally appeared before me and acknowledged the execution of the above instrument.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_,  
Notary Public  
A resident of \_\_\_\_\_  
County, \_\_\_\_\_

# EXHIBIT "A"

A part of the Southeast quarter of Section Thirty-one (31), Township Nine (9) North, Range One (1) West, bounded and described as follows, to-wit: Commencing at a point on the South line of said Section, Nine Hundred Twenty-four and one-half (924 1/2) feet West of the Southeast corner of said Section Thirty-one (31); thence North Twenty-five (25) rods and Nine and One-half (9 1/2) feet, to the right of way of the Indianapolis Southern Railway; thence in a Easterly direction along said right of way Six (6) rods; thence South parallel with first line above named Twenty-eight and four tenths (28 4/10) rods to the South line of said Section Thirty-one (31), thence West Six (6) rods to the place of beginning, containing One (1) acre, more or less.

EXCEPTING THEREFROM: A part of the Southeast quarter of Section 31, Township 9 North, Range 1 West, Monroe County, Indiana, described as follows: Commencing at the Southeast corner of said Southeast quarter; thence North 90 degrees 00 minutes 00 seconds West along the south line of said Southeast quarter, 825.50 feet to the Point of Beginning; thence continuing along said south line North 90 degrees 00 minutes 00 seconds West, 99.00 feet; thence North 00 degrees 03 minutes 41 seconds East, 47.57 feet; thence South 90 degrees 00 minutes 00 seconds East, 99.00 feet; thence South 00 degrees 03 minutes 41 seconds West, 47.57 feet to the Point of Beginning, containing 0.11 acres, more or less.

Also, an easement for purposes of ingress and egress over the following described tract: Beginning at a point on the South line of said Section 31, 817 1/2 feet west of the Southeast corner thereof, running thence North 125 feet, thence West 8 feet, thence South 125 feet, thence East 8 feet to the place of beginning.

**Monroe County Land Title Co., Inc., dba TitlePlus!****ALTA Universal ID:****328 S. Walnut St.****Suite 3****Bloomington, IN 47401**

File No./Escrow No. : 44292  
Print Date & Time: May 9, 2018 11:50 am  
Officer/Escrow Officer :  
Settlement Location : 328 S. Walnut St., Suite 3  
Bloomington, IN 47401

Property Address: 1914 W. 3RD STREET  
BLOOMINGTON, IN 47404-5209

Borrower: K&J INVESTMENTS VI, LLC  
Seller: CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS  
Lender:

Settlement Date: May 16, 2018  
Disbursement Date: May 16, 2018

Description	Seller	
	Debit	Credit
<b>Financial</b>		
Sale Price of Property		148,086.00
Excess Deposit	14,808.60	
	<b>Debit</b>	<b>Credit</b>
<b>Subtotals</b>	14,808.60	148,086.00
<b>Due to Seller</b>	133,277.40	
<b>Totals</b>	148,086.00	148,086.00

**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Monroe County Land Title Co., Inc., dba TitlePlus! to cause the funds to be disbursed in accordance with this statement.

Seller

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

BY: \_\_\_\_\_  
JACQUELYN F. MOORE, Assistant City Attorney  
City of Bloomington Legal Department

\_\_\_\_\_  
Escrow Officer



**SALES DISCLOSURE FORM**

State Form 46021 (R11/12-11)

Prescribed by Department of Local Government Finance

Pursuant to IC 6-1.1-5.5

SDF ID

53	2018	5995490
County	Year	Unique ID

SDF Date: 03/12/2018

**PRIVACY NOTICE:** The telephone numbers of the parties on this form are confidential according to IC 6-1.1-5.5-3(d).**PART 1 - To be completed by BUYER/GRANTEE and SELLER/GRANTOR****A. PROPERTY TRANSFERRED - MUST BE CONVEYED ON A SINGLE CONVEYANCE DOCUMENT**

1. Property Number	Check box if applicable to parcel	5. Complete Address of Property	6. Complete Tax Billing Address (if different from property address)
Parcel Number: 53-05-31-400-005.000-005	<input type="checkbox"/> 2. Split <input checked="" type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement	1914 W. 3RD STREET BLOOMINGTON, IN 47404	

## 7. Legal Description:

013-53250-00 PT SE SE 31-9-1W 0983A

**B. CONDITIONS - IDENTIFY ALL THAT APPLY**

If condition 1 applies, filer is subject to disclosure and a disclosure filing fee

- ☒ 1. A transfer of real property interest for valuable consideration.
- ☒ 2. Buyer is an adjacent property owner.
- ☒ 3. Vacant land.
- ☐ 4. Exchange for other real property. ("Trade")
- ☐ 5. Seller paid points. (Provide the value Table C Item 12.)
- ☐ 6. Change planned in the primary use of the property?  
(Describe in special circumstances in Table C Item 3)
- ☐ 7. Existence of family or business relationship between buyer and seller. (Complete Table C Item 4)
- ☐ 8. Land contract. Contract term (YY): 0  
Land Contract Date (MM/DD/YYYY):
- ☐ 9. Personal property included in transfer.  
(Provide the value Table C Item 5.)
- ☐ 10. Physical changes to property between March 1 and date of sale. (Describe in special circumstances in Table C Item 3)
- ☐ 11. Partial interest. (Describe in special circumstances in Table C Item 3)
- ☐ 12. Easements or right-of-way grants.

If conditions 13 - 15 apply, filers are subject to disclosure, but no disclosure filing fee.

- ☐ 13. Document for compulsory transactions as result of foreclosure or express threat of foreclosure, divorce, court order, judgment, condemnation, or probate.
- ☐ 14. Documents involving the partition of land between tenants in common, joint tenants, or tenants by the entirety.
- ☐ 15. Transfer to a charity, not-for-profit organization, or government.

**C. SALES DATA - DISCLOSE VALUE OF ITEMS LISTED IN TABLE B, ITEMS 1 - 15**

1. Conveyance date (MM/DD/YYYY): 03/30/2018
2. Total Number of parcels: 1 5/16/2018
3. Describe any unusual or special circumstances related to this sale, including the specification of any less-than-complete ownership interest and terms of seller financing.

N/A

See attachments for additional applicable circumstances

- ☐ 4. Family or business relationship existing between buyer and seller? Amount of discount: \$0.00

Disclose actual value in money, property, a service, an agreement, or other consideration.

5. Estimated value of personal property: \$0.00

6. Sales price: \$148,086.00

- ☐ 7. Is the seller financing sale? If yes, answer questions (8-13)

- ☐ 8. Is buyer/borrower personally liable for loan?

- ☐ 9. Is this a mortgage loan?

10. Amount of loan: \$0.00

11. Interest rate: 0.0000%

12. Amount in points: \$0.00

13. Amortization Period: 0

**D. PREPARER**

Julie Vonderschmidt

Preparer of the Sales Disclosure Form

328 S Walnut

Address (Number and Street)

Bloomington, IN 47401

City, State, and ZIP Code

Closing Assistant

Title

TitlePlus!

Company

(812) 323-8830

Telephone Number

julie.vonderschmidt@titleplus.com

E-mail

**E. SELLER(S)/GRANTOR(S)**

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

Seller - Name as appears on conveyance document

P.O. BOX. 100

Address (Number and Street)

BLOOMINGTON, IN 47402

City, State, and ZIP Code

(812)000-0000

Telephone Number

E-mail

Seller - Name as appears on conveyance document

Address (Number and Street)

City, State, and ZIP Code

Telephone Number

E-mail

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act".

X  
Signature of Seller

Printed Name of Seller

Sign Date (MM/DD/YYYY)

Signature of Seller

Printed Name of Seller

Sign Date (MM/DD/YYYY)

**F. BUYER(S)/GRANTEE(S) - APPLICATION FOR DEDUCTIONS AND CREDITS - IDENTIFY ALL ITEMS THAT APPLY**

K&amp;J INVESTMENTS VI, LLC

Buyer - Name as appears on conveyance document

Address (Number and Street)

City, State, and ZIP Code

(812)000-0000

Telephone Number

E-mail

E-mail Tax Bill (Y/N)

N

Buyer - Name as appears on conveyance document

Address (Number and Street)

City, State, and ZIP Code

Telephone Number

E-mail

E-mail Tax Bill (Y/N)

**THE SALES DISCLOSURE FORM MAY BE USED TO APPLY FOR CERTAIN DEDUCTIONS FOR THIS PROPERTY. IDENTIFY ALL OF THOSE THAT APPLY**

- ☐ 1. Will this property be the buyer's primary residence? Provide complete address of primary residence, including county:

Address (Number and Street)

AL

City, State, and ZIP Code

0

County

- ☐ 2. Does the buyer have a homestead to be vacated for this residence? If yes, provide complete address of residence being vacated, including county:

Address (Number and Street)

AL

City, State, and ZIP Code

0

County

- ☐ 3. Homestead

- ☐ 4. Solar Energy Heating/Cooling System

- ☐ 5. Wind Power Device

- ☐ 6. Hydroelectric Power Device

- ☐ 7. Geothermal Energy Heating/Cooling Device

- ☐ 8. Is this property a residential rental property?

- ☐ 9. Would you like to receive tax statements for this property via e-mail? (Provide contact information below. Please see the instructions for more information. Not available in all counties.)

Primary property owner contact name

E-mail

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act". (Note: Spouse Information, Social Security and Driver's License/other numbers are not necessary if no Homestead Deduction is being filed.)

Signature of Buyer

Printed Name of Buyer

Sign Date (MM/DD/YYYY)

CONFIDENTIAL

Last 5 digits of Buyer 1 Driver's License/ID/Other Number

State

Last 5 Digits of Social Security Number

Signature of Buyer / Spouse

Printed Name of Buyer / Spouse

Sign Date (MM/DD/YYYY)

CONFIDENTIAL

Last 5 digits of Buyer 2/Spouse Driver's License/ID/Other Number

State

Last 5 Digits of Social Security Number

**PART 2 - COUNTY ASSESSOR**

The county assessor must verify and complete items 1 through 14 and stamp the sales disclosure form before sending to the auditor:

1. Parcel	2. AV Land	3. AV Improvement	4. AV Personal Property	5. Total AV	6. Property Class Code	7. Neighborhood Code	8. Tax District	9. Acreage

**Assessor Stamp**

10. Identify physical changes to property between March 1 and date of sale.

☐ 11. Is form completed?☐ 12. Sales fee required?13. Date of sale (MM/DD/YYYY):  
\_\_\_\_\_14. Date form received (MM/DD/YYYY):  
\_\_\_\_\_

Items 15 through 18 are to be completed by the assessor when validating this sale:

15. If applicable, identify any additional special circumstances relating to validation of sale.

☐ 16. Sale valid for trending?☐ 17. Validation of sale complete?18. Validated by:  
\_\_\_\_\_**PART 3 - COUNTY AUDITOR****Auditor Stamp**

1. Disclosure fee amount collected: \_\_\_\_\_

2. Other Local Fee: \_\_\_\_\_

3. Total Fee Collected: \_\_\_\_\_

4. Auditor receipt book number: \_\_\_\_\_

5. Date of transfer (MM/DD/YYYY): \_\_\_\_\_

☐ 6. Is form completed?☐ 7. Is fee collected?☐ 8. Attachments complete?**PART 4 - RECEIPT FOR STATEMENT OF CREDIT/DEDUCTION OF ASSESSED VALUATION**

SDF ID \_\_\_\_\_

SDF Date (MM/DD/YYYY) \_\_\_\_\_

Parcel Number \_\_\_\_\_

Buyer 1 - Name as appears on conveyance document \_\_\_\_\_

Address of Property (Number and Street) \_\_\_\_\_

City, State, and ZIP Code of Property \_\_\_\_\_

Check All that Apply:

- ☐ Homestead      ☐ Solar Energy      ☐ Wind Power  
☐ Hydroelectric      ☐ Geothermal      ☐ Rental Property  
☐ Electronic statement (e-mail) \_\_\_\_\_

Auditor Signature \_\_\_\_\_

Date (MM/DD/YYYY) \_\_\_\_\_

A person who knowingly and intentionally falsifies value of transferred real property, or omits or falsifies any information required to be provided in the sales disclosure form commits a Class C felony.

Corporation Counsel  
Philippa M. Guthrie

City Attorney  
Michael M. Rouker



Assistant City Attorneys  
Larry D. Allen  
Anahit Behjou  
Barbara E. McKinney  
Jacquelyn F. Moore  
Christopher J. Wheeler

May 16, 2018

Shelley M. Puckett  
TitlePlus!  
328 S. Walnut Street, Suite 3  
Bloomington, IN 47401

Re: Commitment No. 44292  
Real Estate Purchase Agreement (the "Agreement") dated to be effective May 15, 2018, by and between the City of Bloomington, Indiana, acting through the Board of Public Works, ("Seller") and K&J Investments VI, LLC ("Buyer").

Dear Shelley:

Enclosed are the following executed originals from Seller:

1. The Agreement;
2. Quitclaim Deed; and
3. Vendor's Affidavit.

These documents are being delivered to you to hold in trust. Once you have received the Sales Disclosure Form and the closing statement executed by Buyer and Seller and the purchase price funds from Buyer, I will authorize closing by e-mail or telephone. At that time, the transaction may be closed and the documents may be released to Buyer.

Sincerely,

A handwritten signature in blue ink, appearing to read "JF Moore", written over a blue horizontal line.

Jacquelyn F. Moore  
Assistant City Attorney

JFM  
Enclosures

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement"), effective as of May 9, 2018 (the "Effective Date"), is by and between JEFF MEYER, an Indiana resident ("Assignor"), and K&J INVESTMENTS VI, LLC, an Indiana limited liability company ("Assignee").

WHEREAS, Assignor placed a bid with the City of Bloomington, Indiana, acting through the Board of Public Works (the "City") and paid Fourteen Thousand Eight Hundred Eight Dollars and Sixty Cents (\$14,808.60) (the "Deposit") for the right to purchase the real property located at 1914 W. 3<sup>rd</sup> Street, Bloomington, Monroe County, Indiana 47404 (the "Real Estate"); and

WHEREAS, Assignor and the City intended to enter into a certain Real Property Purchase Agreement pursuant to which Assignor would purchase the Real Estate for One Hundred Forty-Eight Thousand Eighty-Six Dollars (\$148,086.00) (the "Agreement"); and

WHEREAS, Assignor desires to assign all of his right, title and interest in the Deposit and to purchase the Real Estate from the City pursuant to the terms and conditions of the Agreement (the "Purchase Rights"), and Assignee desires to assume all of the Purchase Rights.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

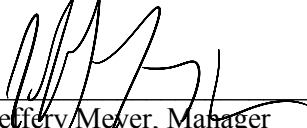
2. Assignment and Assumption. Assignor hereby sells, assigns, grants, conveys and transfers to Assignee all of Assignor's right, title and interest in and to the Purchase Rights. Assignee hereby accepts such assignment and assumes all of the Purchase Rights, and Assignee agrees to pay, perform and discharge, as and when due, all of such obligations in respect of the Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

  
\_\_\_\_\_  
Jeff Meyer, Individually

"Assignor"

K&J INVESTMENTS VI, LLC

By:   
\_\_\_\_\_  
Jeffery Meyer, Manager

"Assignee"

## REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/11/2018	Payroll				387,803.66
					<u>387,803.66</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 \$ 387,803.66

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

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

Fiscal Officer\_\_\_\_\_





## Board of Public Works Staff Report

---

**Project/Event:** 4<sup>th</sup> and Rogers Block Party/Gallery Walk

**Petitioner/Representative:** Erin Tobey – Rainbow Bakery

**Staff Representative:** Sean Starowitz

**Meeting Date:** May, 15th 2018

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Friday, June 1st, 2018 will be Gallery Walk/First Friday in Bloomington.

Organizers are requesting the closure of 4<sup>th</sup> Street (One Block) East and West of Rogers beginning at 3:00 p.m. for set up and until 12:00 a.m. on Saturday, June 2, 2018 which will allow for clean up after the 5:00 p.m. – 9:00 p.m. event. The Block party to celebrate First Friday @ the Fell, an art opening for the release of Limestone Post's first print edition, the Gallery Walk art opening at Rainbow Bakery and Pictura Gallery, and the grand opening of FAR Center for Contemporary Arts. The street party will include live music (DJs and bands), food from Rainbow, kids activities, various performances (dance, poetry, more TBD), and social interaction.

A noise permit is also requested as part of this event.

All Businesses have received notice of this event and public meeting for comment.

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

**BOARD OF PUBLIC WORKS  
RESOLUTION 2018-45**

**4<sup>th</sup> AND ROGERS BLOCK PARTY**

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

WHEREAS, the Rainbow Bakery is organizing the 4<sup>th</sup> and Rogers Block Party, on Friday, June 1st, 2018, to take place on 4<sup>th</sup> Street; and

WHEREAS, the Rainbow Bakery has requested that the Board of Public Works allow them to close parking spaces on the west side and the east side of 4<sup>th</sup> Street to vehicular parking and to vehicular traffic during the Block Party.

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

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that the Rainbow Bakery may close W. 4<sup>th</sup> Street from Jackson to Rogers and Rogers to S. Madison keeping Rogers open to traffic from 3:00 p.m. to 12:00 a.m. on Saturday, June 2, 2018 for the purpose of staging a block party for the general public.
3. Rainbow Bakery shall post "No Parking" signs on parking spaces at least 24 hours in advance of the closing of the streets. Temporary "No Parking" signs may be obtained from the City's Department of Public Works.
4. Rainbow Bakery shall be responsible for placement and removal of barricades. Rainbow Bakery is responsible for contacting the City's Department of Planning and Transportation for instructions on the type of and placement of said barricades. Rainbow Bakery agrees to obtain at its own expense and place barricades to close the street, not before 3:00 p.m. and to remove barricades by 12:00 a.m. on Saturday, June 2, 2018.
5. Rainbow Bakery will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event.
6. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the



Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 3:00 p.m. and 9:00 p.m. on Friday, June 1, 2018.

7. Rainbow Bakery shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
8. Rainbow Bakery shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
9. In consideration for the use of the City's property and to the fullest extent permitted by law, Rainbow Bakery, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2018.

BOARD OF PUBLIC WORKS:

RAINBOW BAKERY:

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Beth H. Hollingsworth, Vice President

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Dana Palazzo, Secretary

\_\_\_\_\_  
Date



JOHN HAMILTON  
MAYOR

CITY OF BLOOMINGTON

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

DEPARTMENT OF PUBLIC WORKS  
DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT

ESD 812.349.3418  
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington  
Department of Economic and Sustainable Development



# SPECIAL EVENT APPLICATION

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

Department of Public Works  
 812-349-3410

## 1. Applicant Information

Contact Name:	Erin Tobey		
Contact Phone:	812-671-3804	Mobile Phone:	Same
Title/Position:	Events Coordinator		
Organization:	Rainbow Bakery / Hopscotch Coffee		
Address:	201 S. Rogers St.		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	erin@hopscotchcoffee.com		
Organization E-Mail and URL:	rainbowbakery.net		
Org Phone No:	812-822-3741	Fax No:	

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

Organization Name:	I Fell LLC		
Address:	415 W. 4th St.		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	cynthia.brubaker@gmail.com		
Phone Number:		Mobile Phone:	812-361-6719
Organization Name:	Pictura Gallery / FAR Center for Contemporary Arts		
Address:	505 W. 4th St.		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	martha@picturagallery.com		
Phone Number:		Mobile Phone:	
Organization Name:	Limestone Post		
Address:	PO Box 432		
City, State, Zip:	Bloomington, IN 47402		
E-Mail Address:	emily@limestonepostmagazine.com		
Phone Number:	812-318-4097	Mobile Phone:	317-833-2007

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	June 1, 2018	
Time of Event:	Date: 06/01/18   Start: 5pm   Date: 06/01/18   End: 9pm	
Setup/Teardown time Needed	Date: 06/01/18   Start: 3pm   Date: 06/01/18   End: 12am	
Calendar Day of Week:	Friday	
Description of Event:	Block party to celebrate First Friday @ the Fell, an art opening for the release of Limestone Post's first print edition, the Gallery Walk art opening at Rainbow Bakery and Pictura Gallery, and the grand opening of FAR Center for Contemporary Arts. The street party will include live music (DJs and bands), food from Rainbow, kids activities, various performances (dance, poetry, more TBD), and social interaction.	
Expected Number of Participants:	250 to 300	Expected # of vehicles (Use of Parking Spaces to close):

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)</li> </ul>
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> <li>• Determine if No Parking Signs will be required</li> </ul>

<input type="checkbox"/>		Noise Permit application
<p><b>IF YOUR EVENT IS A <u>RUN/WALK/PARADE</u>, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: <i>Moving Events – Use and/or Closure of City Streets/Sidewalks</i></b></p>		
<input type="checkbox"/>		<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>		Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>		Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>		Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>		<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required      * Determine if Barricades will be required</p>
<input type="checkbox"/>		Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>		Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>		Waste and Recycling Plan if more than 100 participates (template attached)
<p><b>If YOUR EVENT IS A <u>FESTIVAL/SPECIAL COMMUNITY EVENT</u> YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:</b></p> <p><b><i>Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking</i></b></p>		
<input type="checkbox"/>		<p>A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)</p> <p>The starting point shall be clearly marked</p> <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>		Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>		Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>		<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required      * Determine if Barricades will be required</p>

<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

## 8. CHECKLIST

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

### For City Of Bloomington Use Only

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



## NOISE PERMIT

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

### Application and Permit Information

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

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

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

### Event and Noise Information

Name of Event:	June First Friday Block Party @ 4th & Rogers			
Location of Event:	400 & 500 blocks of W 4th St.			
Date of Event:	6/1/18	Time of Event:	5pm	
Calendar Day of Week:	Friday		9pm	
Description of Event:	Block party to celebrate First Friday @ the Fell, an art opening for the release of Limestone Post's first print edition, the Gallery Walk art opening at Rainbow Bakery and at Pictura Gallery, and the grand opening of FAR. The street party will include live music (DJs and bands), food from Rainbow, kids activities, various performances (dance, poetry, more TBD), and social interaction.			
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If Yes, to Benefit:	

### Applicant Information

Name:	Erin Tobey		
Organization:	Rainbow Bakery	Title:	Events Coordinator
Physical Address:	201 S. Rogers St., 47404		
Email Address:	erin@hopscotchcoffee.com	Phone Number:	812-671-3804
Signature:		Date:	3/12/18

### FOR CITY OF BLOOMINGTON USE ONLY

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

**BOARD OF PUBLIC WORKS**

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Kyla Cox Deckard, President

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Kelly M. Boatman, Vice-President

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Date

---

Dana Palazzo, Secretary



## NOTIFICATION OF STREET CLOSURE

Friday, June 1 | 4pm–9pm | 400 & 500 blocks of West 4th St.

CONTACT: Erin Tobey (Rainbow Bakery): [erin@hopscotchcoffee.com](mailto:erin@hopscotchcoffee.com), 812-671-3804

Hello, neighbor!

On the evening of Friday, June 1, we are closing down two small stretches of West 4th Street for a neighborhood block party (see map attached) and we hope you will attend! We will be celebrating the grand opening of the FAR Center for Contemporary Arts, First Friday gallery events at Rainbow Bakery, the I. Fell, and Pictura Gallery, and the launch of the Limestone Post's print edition at I. Fell. There will be food and drink, music, activities for kids, and more.

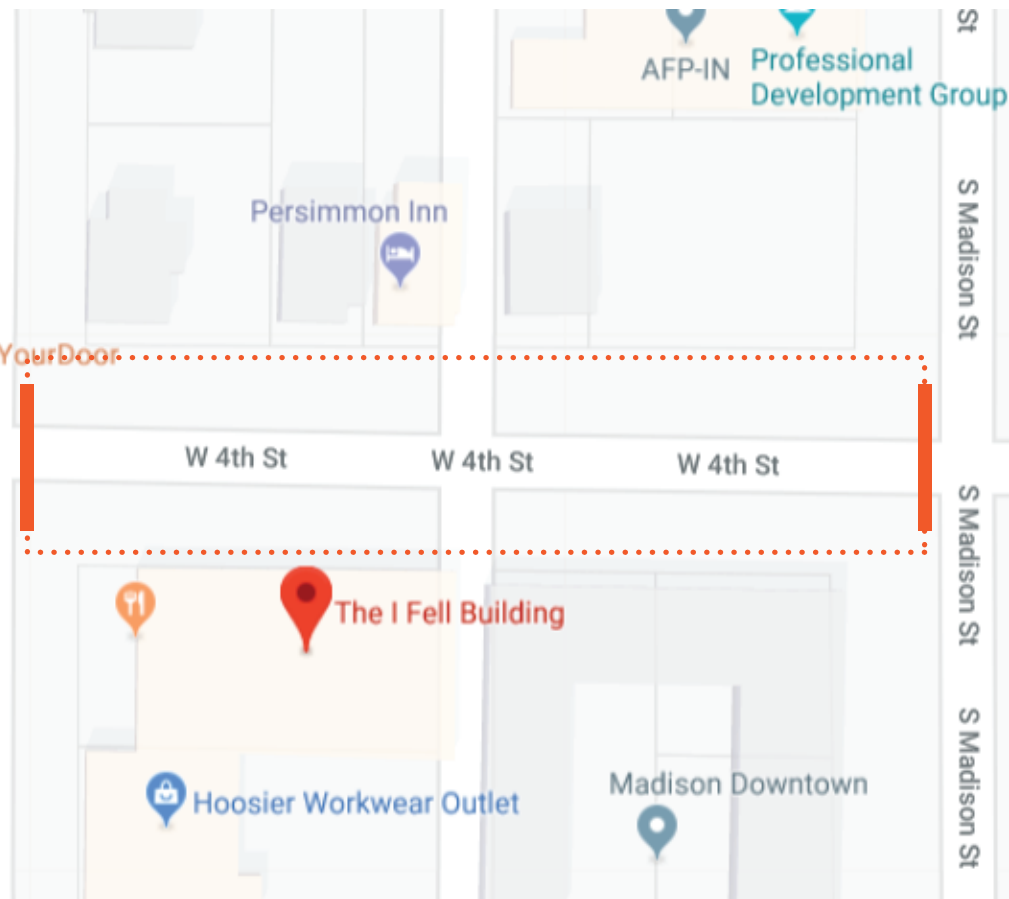
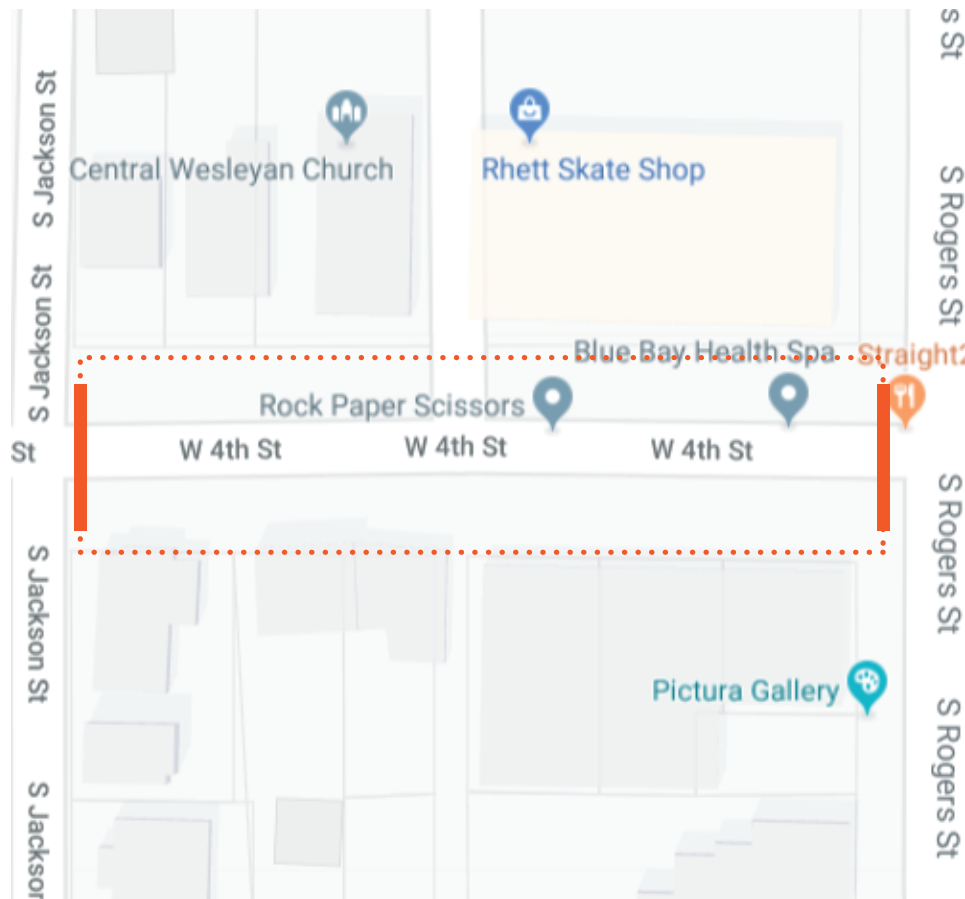
That means that all of the parking meters on these blocks, as well as drive-up access, will be restricted during the timeframe above. Please get in touch if we can help mitigate any inconvenience this might cause you. This event will be heard at the Board of Public Works Meeting scheduled for May 15th in Council Chambers at 5:30 PM, if residents want to seek public comment on this event.

We hope you will join us, and thanks in advance for your flexibility. If you are interested in participating in the organization of this or similar future events, please get in touch!

Erin Tobey  
*Rainbow Bakery*

Cindy Brubaker  
*I. Fell LLC*

Marth Moore  
*FAR Center for Contemporary Arts / Pictura Gallery*





## Board of Public Works Staff Report

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**Project/Event:** Change Orders #1 & #2 for the Rockport Road Sidewalk Construction  
**Petitioner/Representative:** Planning and Transportation Department  
**Staff Representative:** Russell White  
**Meeting Date:** May 15, 2018

---

Change Order #1 consists of connecting the existing sidewalk on Pinehurst Drive to the new sidewalk being constructed on Rockport Road and a materials change from asphalt wedge to concrete curb for the length of the project.

Change Order #2 consists of deducting the SPEE-D sidewalk channels and vent pipes and the addition of approximately 400 linear feet of 4" perforated pipe to daylight drains beyond retaining wall and sidewalk.

The original contract amount for this project was \$175,298.00. If approved these change orders will result in an increase of \$5,317.00. This would be an increase of 3% of the original contract amount. The adjusted total contract sum would be \$180,615.00.

---

**Recommendation and Supporting Justification:** Staff has reviewed the proposed change orders and recommends approval of both change orders for the Rockport Road Sidewalk Project.

**Recommend** ☒ **Approval** ☐ **Denial by** Russell White

# CHANGE ORDER



Project Name:

Rockport Road Sidewalk

Contractor:

Groomer Construction, Inc.  
6535 West Ison Road  
Bloomington, Indiana 47403

Change Order Number: 1

Date of Change Order: Wednesday, April 25, 2018

Engineer's Project #:

NTP Date: Friday, December 22, 2017  
Allowable Calendar Days: 100 (includes holiday's)  
Original Completion Date: Wednesday, May 30, 2018

Requested By:

Owner

Engineer

Contractor

Field

Other

X

The Contract is changed as follows:

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

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	connect existing sidewalk on Pinehurst Dr. to new sidewalk installation		/	\$1,275.00
2	Additional tree removal at Pinehurst and Rockport Rd for sidewalk con		/	\$385.00
3	remove and replace small rock wall		/	\$365.00
4	Material change from asphalt wedge to concrete curb		/	\$3,292.00
5			/	
6			/	
7			/	
8			/	
9			/	

The original Contract Sum: \$175,298.00

The net change by previously authorized Change Orders: \$0.00

The Contract Sum prior to this Change Order was: \$175,298.00

The Contract Sum will be changed by this Change Order in the amount of: \$5,317.00

The new Contract Sum including this Change Order will be: \$180,615.00

The Contract Time will be changed by: 0 days

The date of Substantial Completion as of the date of this Change Order therefore is: Wednesday, May 30, 2018

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

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

Planning and Transportation

Transportation & Traffic Engineer

401 North Morton Street

ADDRESS

Andrew Cibor

TYPED / PRINTED NAME

SIGNATURE

Groomer Construction

CONTRACTOR

6535 West Ison Road

Bloomington, Indiana

ADDRESS

TYPED / PRINTED NAME

SIGNATURE

Board of Public Works

OWNER

401 North Morton Street

ADDRESS

Kyla Cox Deckard

TYPED / PRINTED NAME

SIGNATURE



City of Bloomington  
Planning and Transportation Department  
Engineering Division

Field Order No. 1

Date of Issuance: 01/18/2018 Effective Date: 01/18/2018  
Owner: City of Bloomington Owner's Contract No:  
Contractor: Groomer Construction, Inc. Contractor's Project No:  
Project Engineer: Project Manager: Russell White  
Project: Rockport Road Sidewalk

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

Reference:

Specification(s)

Drawing(s) / Detail(s)

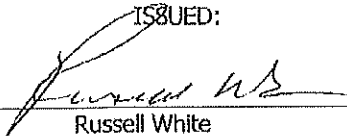
- Description:
1. Connect the existing sidewalk on the northwest corner of West Pinehurst Drive and South Rockport Road to the new sidewalk to be installed on South Rockport Road.
  2. Remove the existing pine tree on the northwest corner of West Pinehurst Drive and South Rockport Road to create room for the sidewalk connection.
  3. Materials change from asphalt to concrete for curbing work associated with this project.

Attachments Plan Sheet depicting sidewalk extension location & tree removal

ISSUED:

RECEIVED:

By:

  
Russell White

By:

  
Contractor (Authorized Signature)

Title: Project Manager

Title: President

Date: 01/18/2018

Date: 01/18/2018

Copy to: Project file

18+00

PC18+37.86

JONES,  
1002 W

WEST PINEHURST DRIVE

Connect sidewalk on  
Pinehurst to new  
sidewalk on Rockport

Remove 12"  
Conifer

Change material in Plan  
note #11 from asphalt  
wedge to concrete  
curbing

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## PROPOSAL

Date: April 2, 2018  
Name: City of Bloomington Planning & Transportation  
Address: 401 N. Morton St  
City, State: Bloomington, Indiana  
ATTEN: Russell White  
Ph# \_\_\_\_\_ Fax# \_\_\_\_\_  
E-Mail: whiter@bloomington.in.gov

Dear Customer,

The Undersigned proposes to furnish all material and all labor necessary to complete the following:  
Field Report #1, Change Order

#1. Connect the existing sidewalk on the northwest corner of West Pinehurst Dr. and South Rockport Road to the new sidewalk to be installed on South Rockport Rd. Approx. 30 lin ft. Total \$1275.00  
Concrete is figured at \$8.50 sq. ft. which includes dig out, stone, top soil, seed and straw on back side of sidewalk and additional sod in tree plot for the total of \$1275.00

#2. Remove the existing pine tree on the northwest corner of west Pinehurst Drive and South Rockport Road to create room for the sidewalk connection. Remove approx. 24" pine tree \$385.00, remove and replace small rock wall \$365.00

#3. Material is change from asphalt to concrete for curbing work associated with this project.  
Total \$3292.00. There is approx 440 lin ft. Material for Asphalt curb is approx. 32 tons @ \$54.00 ton = \$1728.00. Labor to run asphalt curb is \$6640.00 for a total of \$8368.00 @ approx \$19.00 lin ft.  
To Change to concrete approx 440 lin ft. @ \$26.500 lin ft = \$11660.00. Concrete is approx. 34 sq yds @ \$110.00 = \$3740.00. Laborer to run concrete curb \$7920.00.

To change from Asphalt curb to Concrete Curb and gutter the difference would be ~~\$3298.00~~ to change to concrete curb. *Math error should be \$3292.00 as stated above*  
Concrete is more expensive than asphalt and to form and pour concrete curb and gutter is more labor intense to do. *RW. 4/26/18*

All of the above work to be completed in a substantial and workmanship like manner for the sum of as quoted above.

Payments to be made upon completion as the work progresses to the value of 100% (100%) per cent of all work completed. The entire amount of contract to be paid upon completion. Unpaid balance will incur interest at 1.5% per month. This contract has a two year warranty only.

Any alterations or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for the same, and will become extra charge over the sum mentioned in this contract. All changes must be in writing.

The contractor agrees to carry workmen's Compensation and Public Liability Insurance, also to pay all sales taxes, Unemployment Compensation Taxes on the labor furnished under this contract, as may be required by the United States Government and the state in which this work is performed.

Our workers are fully covered by workers compensation insurance. In the event buyer shall fail to pay any amount when come due such amount shall bear interest from the time they are due until paid at the rate of 24% per annum. If contract is placed in the hands of an attorney for collection or if collected by any legal proceedings, buyer agrees to pay seller its reasonable attorney's fees incurred in connection

with the enforcement of this contract. Seller may have a right to file lien against the project and that it is the attention of the seller to do so in the event the buyer does not timely fulfill its payment obligations herein.

Respectfully Submitted,  
Groomer Construction, Inc.  
6535 W. Ison Rd.  
Bloomington, Indiana 47403  
Ph# 812-825-2758, Fax# 812-825-2758

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to compete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

DATE: \_\_\_\_\_ Signed \_\_\_\_\_



# CHANGE ORDER



Project Name:  
Rockport Road Sidewalk  
Contractor:  
Groomer Construction, Inc.  
6535 West Ison Road  
Bloomington, Indiana 47403

Change Order Number: 2  
Date of Change Order: Wednesday, April 25, 2018  
Engineer's Project #:  
NTP Date: Friday, December 22, 2017  
Allowable Calendar Days: 100 (includes holiday's)  
Original Completion Date: Wednesday, May 30, 2018

Requested By:  
Owner ☒  
Engineer ☐  
Contractor ☐  
Field ☐  
Other ☐

## The Contract is changed as follows:

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

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Deduct NDS SPEE-D channel and type "S" vent pipe	/		(\$576.00)
2	Add additional length of 4" perforated pipe to daylight beyond retainin	/		\$576.00
3		/		
4		/		
5		/		
6		/		
7		/		
8		/		
9		/		

The original Contract Sum:	\$175,298.00
The net change by previously authorized Change Orders:	\$5,317.00
The Contract Sum prior to this Change Order was:	\$180,615.00
The Contract Sum will be changed by this Change Order in the amount of:	\$0.00
The new Contract Sum including this Change Order will be:	\$180,615.00
The Contract Time will be changed by:	0 days
The date of Substantial Completion as of the date of this Change Order therefore is:	Wednesday, May 30, 2018

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

## NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

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



City of Bloomington  
Planning and Transportation Department  
Engineering Division

Field Order No. 2

Date of Issuance: 04/16/2018 Effective Date: 04/16/2018  
Owner: City of Bloomington Owner's Contract No:  
Contractor: Groomer Construction, Inc. Contractor's Project No:  
Project Engineer: Project Manager: Russell White  
Project: Rockport Road Sidewalk

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

Reference:

Specification(s)

Drawing(s) / Detail(s)

- Description:
1. Deduct #24 Drain-NDS SPEE-D Channel or approved equal 40' +/- O.C. to line up with all drain vents, Sheet C301.
  2. Deduct type "s" vent pipe through wall with NDS #09 square grate or approved equal - 40' maximum spacing, Sheet 601 #12 Retaining wall section detail.
  3. Add additional length of 4" perforated HDPE type "S" pipe with sock-continuous with positive drain to daylight beyond retaining wall and sidewalk, Sheet 601 #12 Retaining wall section detail.

Attachments

ISSUED:

RECEIVED:

By: Russell White  
Russell White

By: Richard Groomer  
Contractor (Authorized Signature)

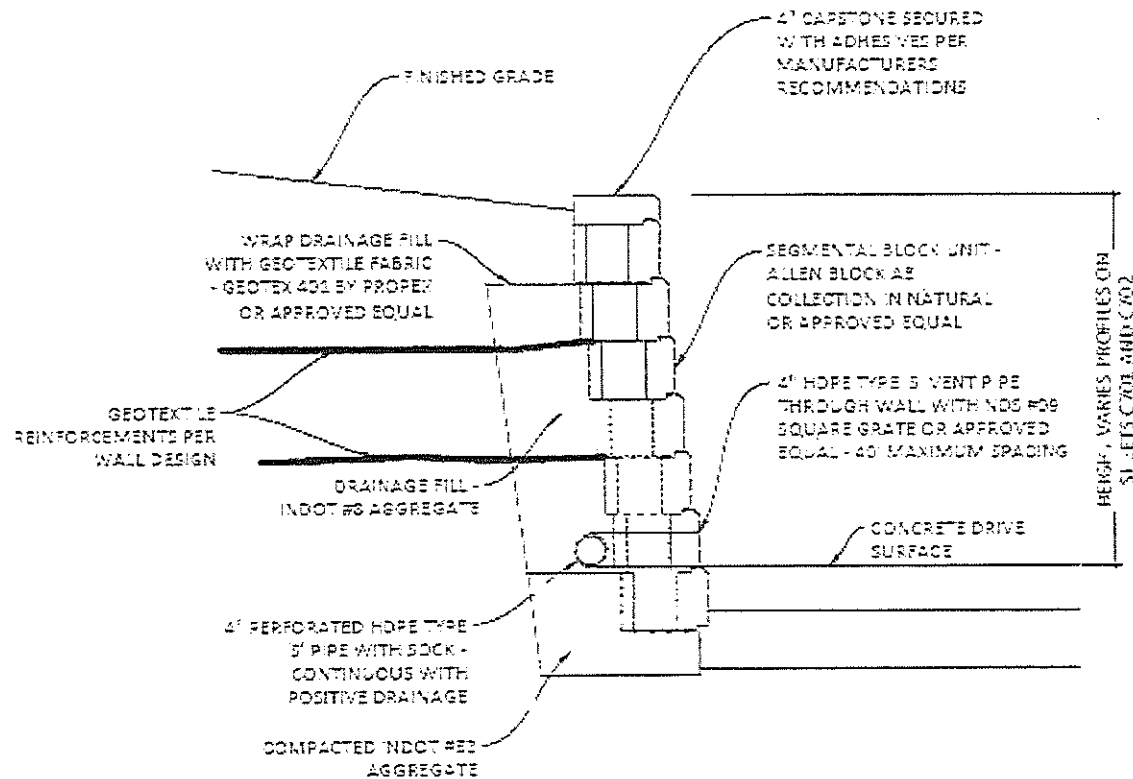
Title: Project Manager

Title: President

Date: 04/16/2018

Date: 4/16/18

Copy to: Project file

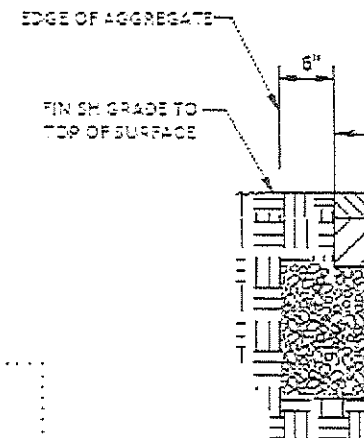


NOTE: WALL TO BE DESIGNED FOR GEOSYNTHETIC REINFORCEMENT BY A PROFESSIONAL ENGINEER LICENSED IN INDIANA. DESIGN CALCULATIONS SHALL BE PREPARED IN ACCORDANCE WITH NCMA DESIGN MANUAL FOR SEGMENTED BLOCK WALLS OR, THE AASHTO STANDARD SPECIFICATION FOR HIGHWAY BRIDGES, SECTION 5.8 (WHICHEVER IS APPLICABLE). ANALYSIS OF GLOBAL STABILITY MUST BE ADDRESSED AND INCORPORATED INTO THE SHOP DRAWINGS TO BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND ACCEPTANCE.

12

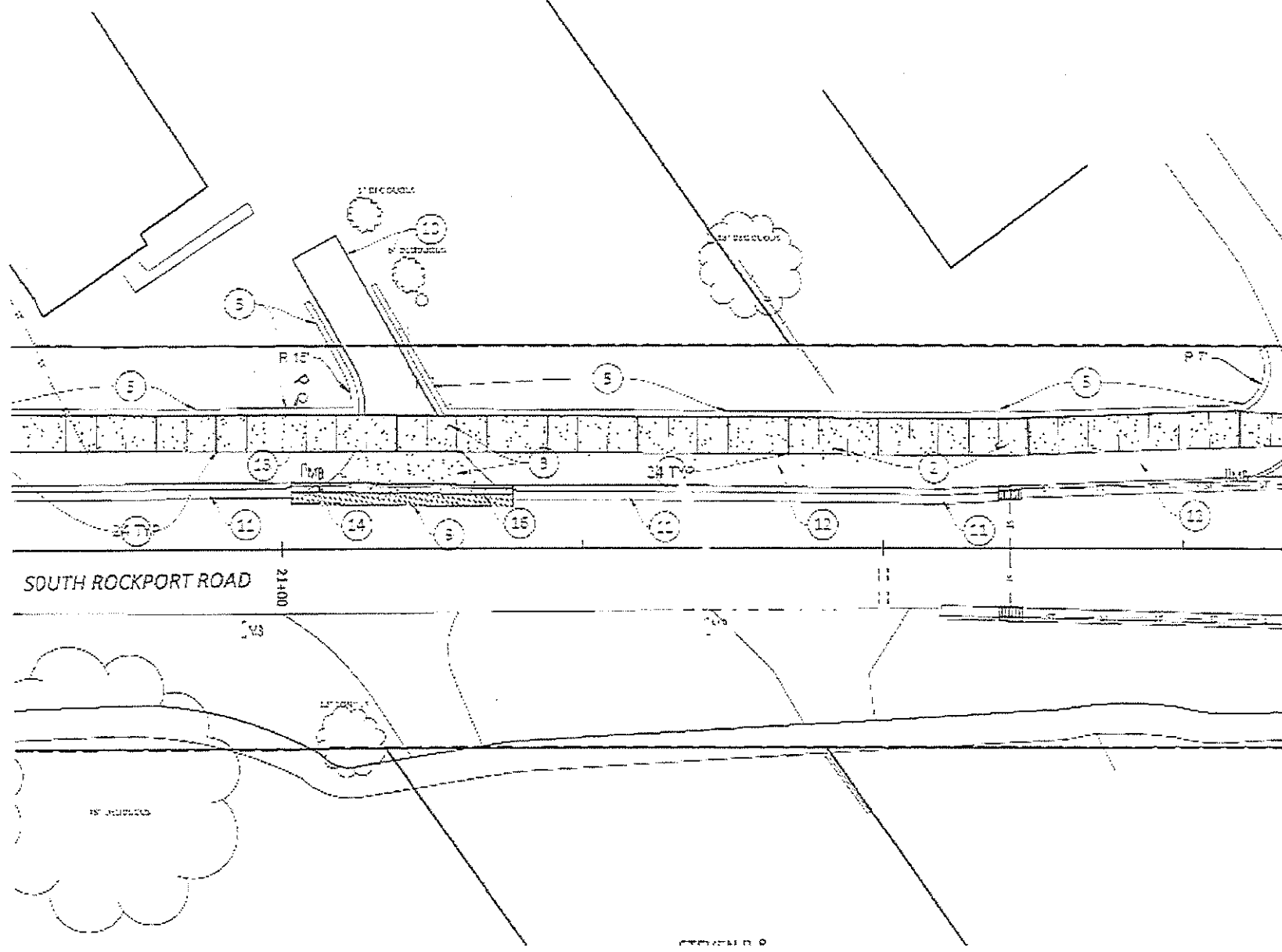
## RETAINING WALL SECTION

Scale: 1/2" = 1'-0"



LEE, JEFFERY A & NANCY A  
2616 S ROCKPORT RD

NAGY, RICHARD J  
2610 S ROCKPORT RD



## PROPOSAL

Date: April 16<sup>th</sup> 2018  
Name: City of Bloomington Planning & Transportation  
Address: 401 N. Morton St.  
City, State: Bloomington, Indiana  
ATTN: Russell white  
Ph# \_\_\_\_\_ Fax# \_\_\_\_\_  
E-Mail: [whiter@bloomington.in.gov](mailto:whiter@bloomington.in.gov)

Dear Customer,

The Undersigned proposes to furnish all material and all labor necessary to complete the following:  
Field Report Change Order# 2

1. Drainage still applies just doing away with cross section in sidewalk and adding additional drainage pipe in wall.
2. Deduct type "S" vent pipe through wall with NDS square grate or approved equal 40' maximum spacing Sheet 601 #12 Retaining wall section detail Material \$172.20 Labor \$403.80 for a Total of 576.00.
3. Add additional length pipe with of 4" perforated HDPE type "s" with sock continuous with positive drain to daylight beyond retaining wall and sidewalk. Sheet 601 #12 Retaining wall section detail Material for additional 400lin ft of perforated ddrainage pipe with sock \$228.00 Labor to install \$348.00 Total \$576.00  
No additional money even trade.

All of the above work to be completed in a substantial and workmanship like manner for the sum of as quoted above.

Payments to be made upon completion as the work progresses to the value of 100% (100%) per cent of all work completed. The entire amount of contract to be paid upon completion. Unpaid balance will incur interest at 1.5% per month. This contract has a two year warranty only.

Any alterations or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for the same, and will become extra charge over the sum mentioned in this contract. All changes must be in writing.

The contractor agrees to carry workmen's Compensation and Public Liability Insurance, also to pay all sales taxes, Unemployment Compensation Taxes on the labor furnished under this contract, as may be required by the United States Government and the state in which this work is performed.

Our workers are fully covered by workers compensation insurance. In the event buyer shall fail to pay any amount when come due such amount shall bear interest from the time they are due until paid at the rate of 24% per annum. If contract is placed in the hands of an attorney for collection or if collected by any legal proceedings, buyer agrees to pay seller its reasonable attorney's fees incurred in connection with the enforcement of this contract. Seller may have a right to file lien against the project and that it is the attention of the seller to do so in the event the buyer does not timely fulfill its payment obligations herein.

Respectfully Submitted,  
Groomer Construction, Inc.  
6535 W. Ison Rd.  
Bloomington, Indiana 47403  
Ph# 812-825-2758, Fax# 812-825-2758

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to compete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

DATE: \_\_\_\_\_ Signed \_\_\_\_\_



## Board of Public Works Staff Report

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**Project/Event:** Request for Approval of Temporary Road Closure for Union St. from 7<sup>th</sup> St. to 10<sup>th</sup> St.  
**Petitioner/Representative:** Weddle Brothers / Scott Lentz  
**Staff Representative:** Sara Gomez  
**Date:** 05/15/2018

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**Report:** Weddle Brothers is requesting a temporary closure of North Union Street from East 7th Street to East 10th Street. The closure is anticipated to begin on or after May 16<sup>th</sup>, 2018, and reopen by August 3<sup>rd</sup>, 2018, prior to the beginning of the Fall Semester.

This project will consist of the installation of a 6" steam and 3" condensate line underneath Union Street for Indiana University Eigenmann Hall Steam Service project. Weddle Brothers has indicated that Indiana University has notified all of the adjacent property owners and will continue to coordinate with them throughout the project.

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**Recommendation and Supporting Justification:** City staff has reviewed this temporary closure request and is recommending that the Board approve the temporary closure.

**Recommend** ☒ **Approval** ☐ **Denial by:** *Sara Gomez*



**WEDDLE BROS. BUILDING GROUP, LLC**

*A Weddle Bros. Construction Company*

100% Employee Owned

May 7, 2018

City of Bloomington  
Board of Public Works  
401 N Morton Street  
Bloomington, IN 47404

RE: Closure of Union Street, 7<sup>th</sup> to 10<sup>th</sup>

Dear Board Members,

Weddle Bros Building Group LLC (Weddle), is requesting to close Union Street from 7<sup>th</sup> to 10<sup>th</sup> for the purpose of installing new 6" steam, 3" condensate return lines as well as new precast vaults all associated with the Indiana University project, BL313 Eigenmann Hall Steam Service. The project is scheduled to start May 7 and complete August 3<sup>rd</sup>. Weddle has submitted the electronic right of way excavation permit, certificate of insurance, maintenance of traffic plan and will secure the additional bond for Union Street repairs prior to start of work.

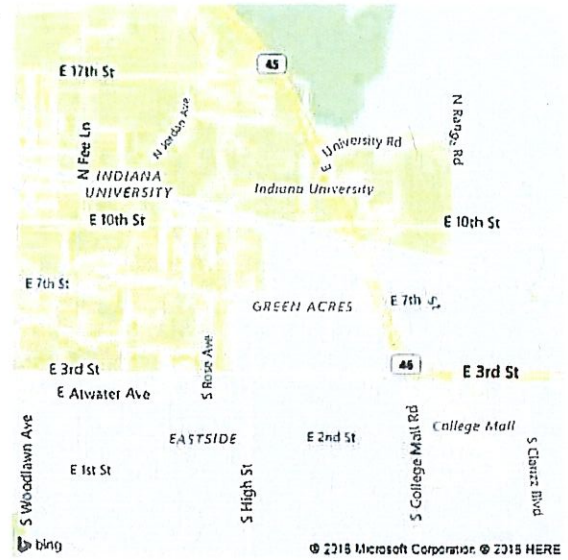
Should you have any questions please do not hesitate to call me at 812-323-2249.

Regards,

Weddle Bros. Building Group, LLC

Scott Lentz  
Project Manager







## Board of Public Works Staff Report

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**Project/Event:** Resolution 2018-46: Request to Close Public Right-Of-Way to Dismantle Tower Crane in Kirkwood by Weddle Bros. Building Group, LLC

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Dan Backler, Public Improvements Manager

**Date:** 5/15/2018

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**Report:** Weddle Bros. Building Group, LLC is requesting permission to close Kirkwood between Washington and Lincoln and the sidewalk along the south side of Kirkwood to dismantle the tower crane that was used to build the Graduate Hotel. Weddle Bros. propose to close Kirkwood from 6 am on Thursday, May 24 2018 until 5:00 pm on Friday, May 25 2018. They believe that the work will be complete by the morning of the 25<sup>th</sup> but are requesting a longer closure to cover any unforeseen circumstances.

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

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

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2018-46**

**WEDDLE BROS. - KIRKWOOD CLOSURE**

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

WHEREAS, Weddle Bros. Building Group, LLC has requested use of city streets to dismantle a tower crane being used to construct Graduate Hotel; and

WHEREAS, Weddle Bros. Building Group, LLC has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

WHEREAS, Weddle Bros. Building Group, LLC has agreed to pay the City a sum of \$245 for the use of the metered parking spaces in addition to the fees they are already paying.

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

1. The City of Bloomington Board of Public Works agrees that the following street and sidewalk to the south may be closed to dismantle a tower crane from 6:00 a.m. Thursday, May 24, 2018 until 5:00 p.m. Friday, May 25, 2018: Kirkwood Avenue between Washington Street and Lincoln Street.
2. Weddle Bros. Building Group, LLC shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Weddle Bros. Building Group, LLC agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. Weddle Bros. Building Group, LLC agrees to close the streets not before 6:00 a.m. on Thursday, May 24, 2018, and to remove barricades and signage by 5:00 p.m. on Friday, May 25, 2018.
3. Weddle Bros. Building Group, LLC shall be responsible for notifying the general public, public transit and public safety agencies of the street restrictions in advance by notice at least 48 hours in advance.
4. In consideration for the use of the City's property and to the fullest extent permitted by law, Weddle Bros. Building Group, LLC, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
5. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

**BOARD OF PUBLIC WORKS:**

**WEDDLE BROS. BUILDING GROUP, LLC**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

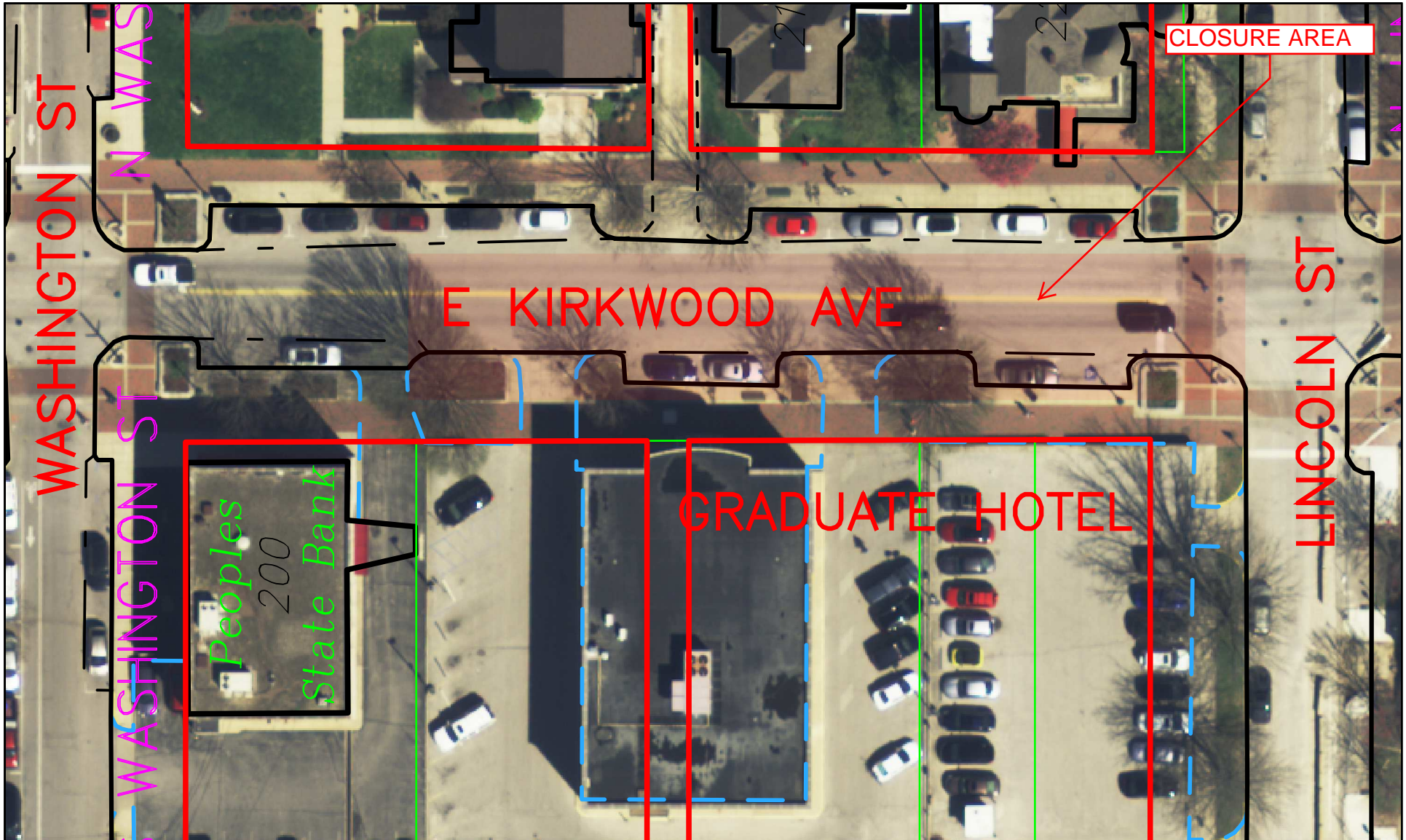
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dana Palazzo, Secretary

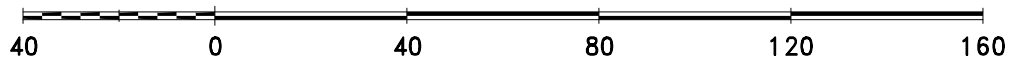
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Position

\_\_\_\_\_  
Date

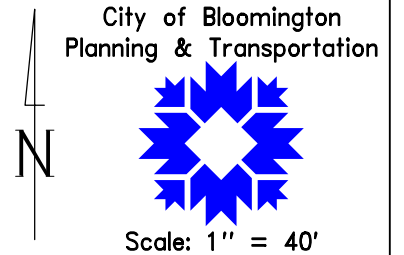




By: backlerd  
10 May 18



For reference only; map information NOT warranted.





## Board of Public Works Staff Report

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**Project/Event:** Resolution 2018-47: Request to Encroach into Public Right-Of-Way for Awnings and outdoor seating at 121-133 N College Avenue by College Avenue, LLC

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Dan Backler, Public Improvements Manager

**Date:** 5/15/2018

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**Report:** College Avenue, LLC is requesting permission to encroach into the right-of-way in the vicinity of 125 N College Avenue to install awnings and railings for outdoor seating. The previous business had a very similar setup but did not have a formal encroachment agreement with the City.

---

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

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

**BOARD OF PUBLIC WORKS  
RESOLUTION 2018-47**

**Encroachments at 121-133 N College Avenue**

**WHEREAS**, College Avenue, L.L.C., (“Owner”), owns the real property located at 121-133 N College Avenue, Bloomington, Indiana, more particularly described in a deed recorded in Book 431 Page 384 in the Office of the Recorder of Monroe County, Indiana, (“Property”); and

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

**WHEREAS**, Owner has requested that it be allowed to install the following encroachments over and upon the public right of way adjacent to its business: two (2) awnings and one (1) outdoor seating area with railing.

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

1. Owner shall be allowed to install the following encroachments in the right of way: two (2) awnings and one (1) outdoor seating area with railing adjacent to its property located at 121-133 N College Avenue.
2. Owner agrees to maintain the described encroachments and to keep them in a safe and good condition.
3. The encroachments shall not deviate from the design which is depicted in Exhibits A and B of this Resolution. Exhibits A and B are attached hereto and incorporated herein.
4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
5. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.

6. The terms of this Resolution shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
7. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right-of-way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
9. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
10. In consideration for the use of the property, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this agreement is intended to be as broad as permitted by law, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.



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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Board of Public Works**

**College Avenue L.L.C.**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Lynn Pollack, Member

\_\_\_\_\_  
Beth H. Hollingsworth

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dana Palazzo

STATE OF INDIANA       )  
  ) SS:  
COUNTY OF MONROE    )

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Lynn Pollack, member of College Avenue, L.L.C., and acknowledged the execution of the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public Signature

My Commission expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

STATE OF INDIANA       )  
  ) SS:  
COUNTY OF MONROE    )

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Kyla Cox Deckard, Dana Palazzo and Beth H. Hollingsworth, members of the Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public Signature

My Commission expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

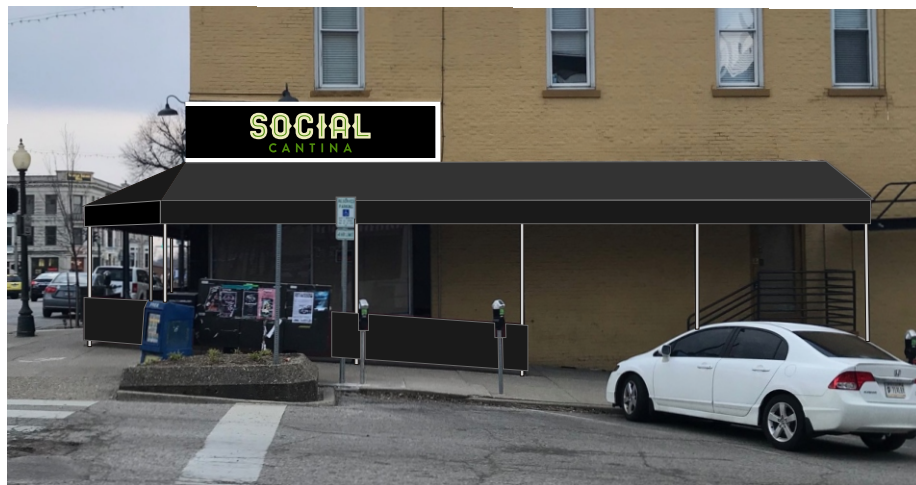
I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jacquelyn F. Moore

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

## East and North elevation awnings

84' black vinyl awning with 6' projection and 10" rigid valance. 10, 2" square posts. Canopy and posts only. (No panels at the bottom).

\$13,980, plus tax on materials, installed

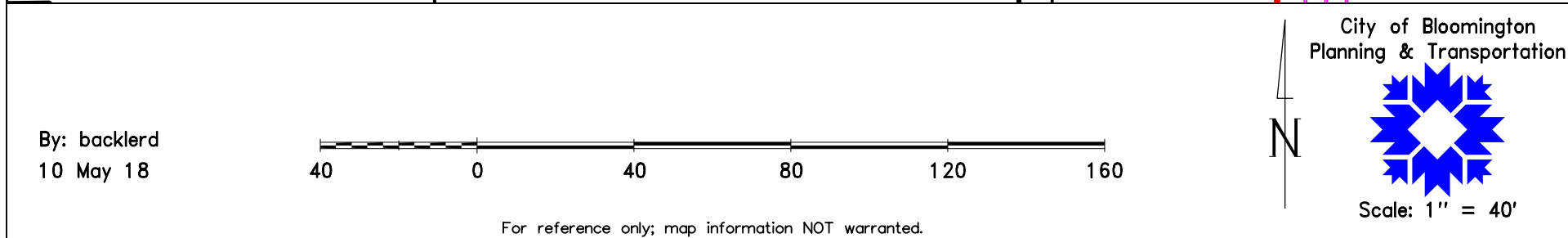


Smoke Works  
121 N College Ave

24.5' wide awning with 3' projection









## Board of Public Works Staff Report

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**Project/Event:** Resolution 2018-48: Request to use Public Right-Of-Way for Placement of Construction Storage Structure at 430 E Kirkwood Ave. by Strauser Construction Co., Inc.

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Dan Backler, Public Improvements Manager

**Date:** 5/15/2018

---

**Report:** Strauser Construction Co., Inc. is requesting permission to use the right-of-way in the vicinity of 430 E Kirkwood Avenue to place a construction storage container. Strauser Construction is doing a remodel on the Jimmy Johns restaurant. Space on site is very limited so it is the desire of Strauser Construction to place a storage container in metered parking spaces during construction. Strauser Construction will pay for the meters during construction.

---

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

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

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2018-48**

**PARKING SPACE RESERVATION AT KIRKWOOD AND DUNN**

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

WHEREAS, Strauser Construction Co., Inc. has requested use of city streets to place a storage structure; and

WHEREAS, Strauser Construction Co., Inc. has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

WHEREAS, Strauser Construction Co., Inc. has agreed to pay the City a sum of \$1,277.00 for the use of the metered parking spaces.

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

1. The City of Bloomington Board of Public Works agrees that the parking area adjacent to the following parking meters may be utilized to place a storage structure from Sunday, May 20, 2018 until Monday, July 23, 2018: DUNS101-A and DUNS101-B. Strauser Construction Co., Inc. agrees not to close off any roads, sidewalks, other parking areas or any other portion of the right of way during this time.
2. The parking spaces outlined above are for the purposes of allowing Strauser Construction Co., Inc. to remodel the property on the southwest corner of Kirkwood Avenue and Dunn Street.
3. In consideration for the use of the City's property and to the fullest extent permitted by law, Strauser Construction Co., Inc., for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
4. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
Dana Palazzo, Secretary

**STRAUSER CONSTRUCTION CO., INC.**

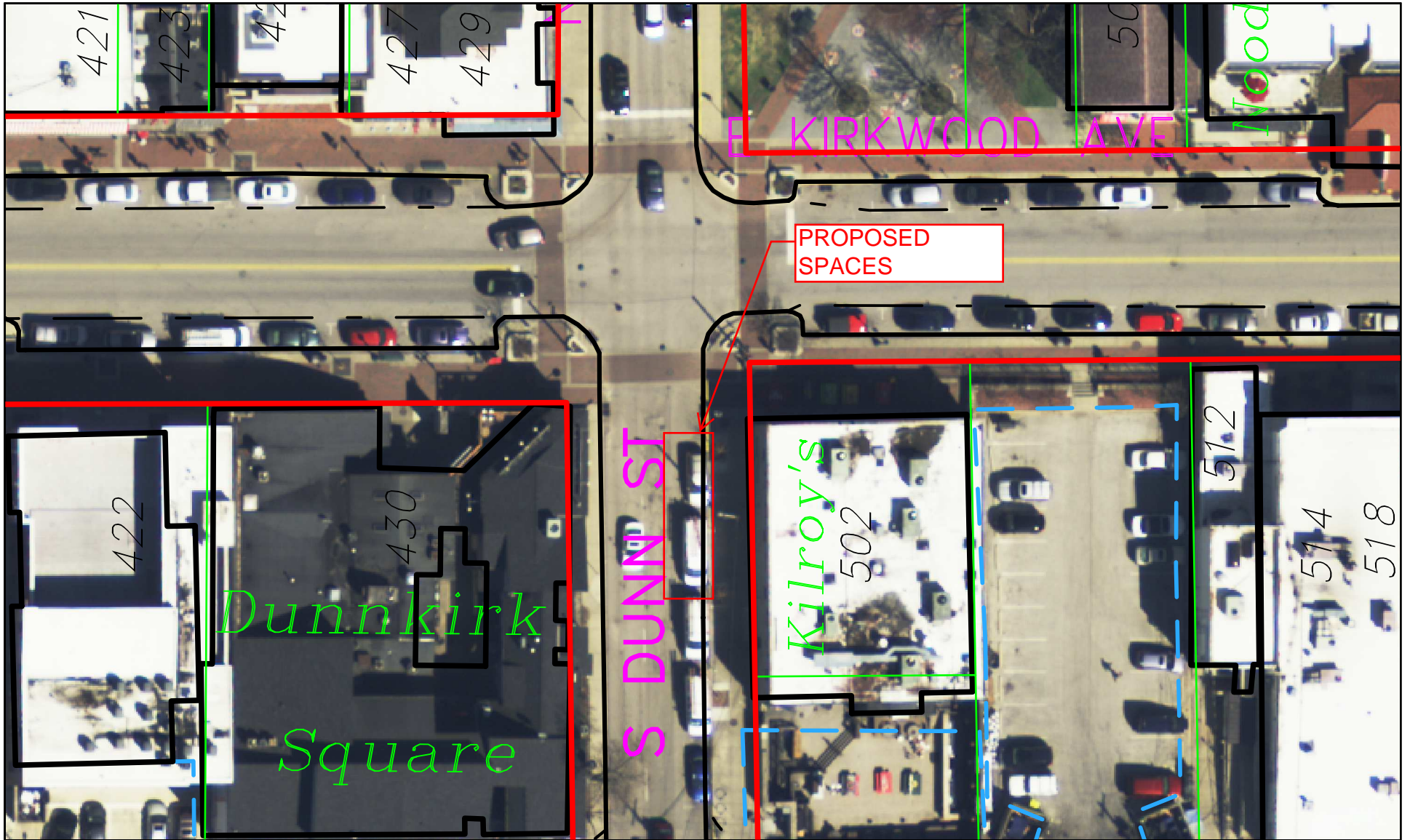
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

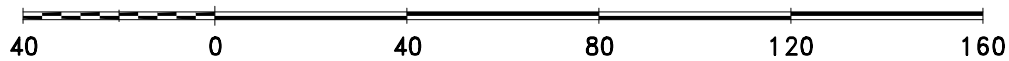
\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

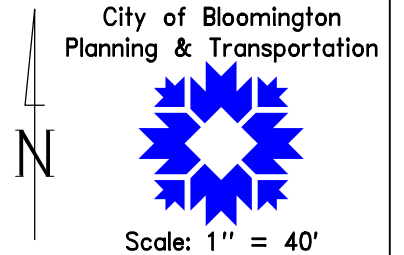




By: backlerd  
10 May 18



For reference only; map information NOT warranted.





## Board of Public Works Staff Report

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**Project/Event:** Change Order #4 Street Garage Electrical Replacement Project  
**Petitioner/Representative:** Public Works – Ryan Daily  
**Staff Representative:** Ryan Daily  
**Date:** May 15, 2018

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**Report:** The contract for the 4<sup>th</sup> Street Garage Electrical Replacement was awarded to Cassady Electric to replace all wiring and electrical fixtures in the 4<sup>th</sup> Street garage in the amount of \$134,990

Change Order #4 is in the replacement of the overhead Entry/Exit signs in the drive lanes.

Total Change Order amount = \$1,880  
The new contract sum including the change order will be \$140,583.

Staff has reviewed the proposed change order(s) and recommends approval of all Change Orders for the 4<sup>th</sup> Street Garage Electrical Replacement Project.

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



**CASSADY ELECTRICAL CONTRACTORS INC.**

Mail: P.O. Box 53, Ellettsville, Indiana 47429  
Office: 2200 W. Tapp Road, Bloomington, Indiana 47403  
Phone: (812) 332-7361 / Fax: (812) 336-5232

April 19, 2018

Attention: David Gamble

Re: City of Bloomington 4<sup>th</sup> Street Garage

Cassady Electrical Contractors Inc. is pleased to offer a quote of **\$1,880.00** to do the following scope of work:

Scope:

- Provide and install (1) IN and (4) OUT signs at entrance and exit of garage.

The above work is figured for normal business hours Monday-Friday 7:00am-3:30pm.

**RECEIVED**

CC: ☐ | ENC. MONEY: ☐ | ☐ PAY & CLOSE

FUND / ACCT LINE: \_\_\_\_\_

EXPLANATION: Change Order

Provide & install Entry/Exit Signs

DIV. APPROVAL: Bryan Daily

DEPT. APPROVAL: \_\_\_\_\_

Thanks,

Adam Barrow  
Cassady Electrical Contractors Inc  
Phone: (812) 332-7361  
Cell: (812) 325-3034  
E-mail: [adam.barrow@cassadyelectric.com](mailto:adam.barrow@cassadyelectric.com)

CITY OF BLOOMINGTON
Legal Department
Reviewed By: <u>Jackie Moore</u>
DATE: <u>5-9-18</u>



# Board of Public Works Staff Report

**Project/Event:** Mowing contract for Public Works Locations

**Petitioner/Representative:** Public Works Department, Facilities Division

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

**Meeting Date:** May 15, 2018

This contract is for the mowing of six (6) Public Works facilities. These locations are:

1. 2541 West 3<sup>rd</sup> Street
2. 3410 South Walnut (Bloomington Animal Care and Control)
3. BPD Firing Range and Training Center (including fenced Dog Training area to the west of Firing Range Building)
4. Lots #1 and #2 of Evergreen Village at Susie Street and West Countryside Drive
5. Area West of 11<sup>th</sup> and North Rogers Streets across from Upland Brewery
6. 601 North Morton Street

Quotes were solicited from four (4) contractors. The bids are based on a cost per mowing cycle. There will be eighteen to twenty mowing cycles, depending on weather. The contractors and their bids are as follows:

C&H Lawn & Landscaping	\$1,024.00
Nalley's Lawn Care, LLC	\$1,150.00
Green Dragon Lawncare, Inc.	\$ 595.00
City Lawn	\$ 430.00

Twenty cycles at \$430.00 per cycle will result in a contract price not to exceed \$8,600.00. Work will be invoiced per mowing cycle.

Staff recommends awarding the contract to City Lawn. They are our current contractor, they provide us with quality work, and they are the lowest bidder.

Respectfully submitted,

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

J. D. Boruff  
Operations and Facilities Director

**PROJECT NAME: Grass Cutting and Lawn Maintenance Services for 2018**

**AGREEMENT FOR SERVICES**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and City Lawn (hereinafter referred to as "Contractor"),

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

**A. Information/Reports**

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

**B. Representative**

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

**C. Decisions**

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

**Article 4. Compensation:** The Board shall pay Contractor a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: **Four Hundred Thirty Dollars (\$430.00) per mowing cycle in 2018. This Agreement allows for up to twenty (20) mowing cycles in 2018. The Not to Exceed Cost of this Agreement shall be Eight Thousand Six Hundred Dollars (\$8,600.00).**

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

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

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

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



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

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

## **2. Billing Records:**

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

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

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

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

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

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

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

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

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

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

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

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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



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

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

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

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

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

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

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

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

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

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

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

Board:

City of Bloomington  
Department of Public Works  
Attn: J. D. Boruff  
City Hall at Showers  
401 N. Morton Street  
Bloomington, IN 47404

Contractor:

City Lawn  
Attn: Randy Younger  
P. O. Box 5561  
Bloomington, IN 47407

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

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

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

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the Board obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Board shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its

subcontractor fails to remedy the violation within the thirty (30) day period, the Board shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Contractor. If the Board terminates the Agreement, the Contractor or its subcontractor is liable to the Board for the actual damages.

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

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

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

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

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

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

Owner

Contractor

City of Bloomington  
Board of Public Works

City Lawn

By: \_\_\_\_\_  
Kyla Cox Deckard,  
President

By: \_\_\_\_\_  
Randy Younger

By: \_\_\_\_\_  
Adam Wason, Director  
Public Works Department

By: \_\_\_\_\_  
Philippa M. Guthrie,  
Corporation Counsel

# **EXHIBIT A**

## **SCOPE OF WORK**

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

1. 2541 West 3<sup>rd</sup> Street
  2. 3410 South Walnut Street (Bloomington Animal Care and Control)
  3. Fire Training/BPD Training Center located on South Walnut Street (including fenced Dog Training area to the west of Firing Range Building)
  4. Lots #1 and #2 Evergreen Village at Susie Street and West Countryside Drive
  5. Area West of 11<sup>th</sup> and North Rogers streets across from Upland Brewery
  6. 601 N. Morton Street
- Grass shall be cut to a height of 2 inches at each cutting
  - Grass shall be cut 2 times per month should conditions warrant or when grass reaches a height of 6".
  - Grass shall be cut on an as needed basis outside of the 2 times per month, or as requested.
  - Grass must never exceed the height of 8 inches, per Bloomington Municipal Code.

Aerial photos are included to show the areas of the 6 locations for which mowing services are required.

Each property location shall be billed separately, and all invoices shall be sent to the attention of the Operations and Facility Director at the City of Bloomington, Public Works Department, 401 North Morton Street, P.O. Box 100, Bloomington, IN 47402.

## **EXHIBIT B**

### **COMPENSATION**

This project is to be conducted with an agreed Not to Exceed Cost of Four Hundred Thirty Dollars (\$430.00) per mowing cycle at each of the 6 locations shown in Exhibit A, Scope of Services. The not to exceed cost of this Agreement is Eight Thousand Six Hundred Dollars (\$8,600.00), which covers up to twenty (20) mowing cycles.

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

1. 2541 West 3 <sup>rd</sup> Street	50.00
2. 3410 South Walnut Street (Bloomington Animal Care and Control)	120.00
3. Fire Training/BPD Training Center (located on South Walnut Street)	55.00
4. Lots #1 and #2 Evergreen Village (at Susie Street and West Countryside Drive)	45.00
5. Area West 11 <sup>th</sup> and North Rogers Streets (across from Upland Brewery)	120.00
6. 601 N. Morton Street	<u>40.00</u>
	\$430.00

## **EXHIBIT C**

### **ESTIMATED SCHEDULE FOR 2018**

Cutting of grass 2 times per month should conditions warrant through the end of calendar year 2018.

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

**EXHIBIT D**  
**KEY PERSONNEL**

Randy Younger

## EXHIBIT E

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MONROE        )

### AFFIDAVIT REGARDING E-VERIFY

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

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

\_\_\_\_\_  
Signature

Randy Younger

Printed name

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MONROE        )

Before me, a Notary Public in and for said County and State, personally appeared Randy Younger and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed name

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_



## EXHIBIT F

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MONROE        )

### NON-COLLUSION AFFIDAVIT

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

### OATH AND AFFIRMATION

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Lawn  
(Name of Organization)

By: \_\_\_\_\_

\_\_\_\_\_  
Randy Younger, Owner  
(Name and Title of Person Signing)

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MONROE        )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

Resident of \_\_\_\_\_ County

\_\_\_\_\_  
Printed Name



# Board of Public Works

## Claim Register

Invoice Date Range 05/07/18 - 05/18/18

Vendor	Invoice Description	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>			
Department <b>01 - Animal Shelter</b>			
Program <b>010000 - Main</b>			
Account <b>43442 - Equipment Deposits</b>			
Victoria Holt	01-trap deposit refund	05/18/2018	40.00
	Account <b>43442 - Equipment Deposits</b> Totals	1	<u>\$40.00</u>
Account <b>52110 - Office Supplies</b>			
5103 - Staples Contract & Commercial, INC	01-keyboard wrist rests	05/18/2018	15.26
5103 - Staples Contract & Commercial, INC	01-pens, laminating pouches	05/18/2018	18.00
	Account <b>52110 - Office Supplies</b> Totals	2	<u>\$33.26</u>
Account <b>52210 - Institutional Supplies</b>			
313 - Fastenal Company	01-paper towels, towel dispenser, trash liners	05/18/2018	298.62
4586 - Hill's Pet Nutrition Sales, INC	01-feline prescription food-5/27/18	05/18/2018	58.61
4586 - Hill's Pet Nutrition Sales, INC	01-feline/canine food-5/27/18	05/18/2018	194.70
3929 - IDEXX Laboratories, INC	01-parvo tests	05/18/2018	189.00
	Account <b>52210 - Institutional Supplies</b> Totals	4	<u>\$740.93</u>
Account <b>52310 - Building Materials and Supplies</b>			
409 - Black Lumber Co INC	19-ACC-door hardware	05/18/2018	4.22
	Account <b>52310 - Building Materials and Supplies</b> Totals	1	<u>\$4.22</u>
Account <b>52340 - Other Repairs and Maintenance</b>			
5103 - Staples Contract & Commercial, INC	01-chair floor mat	05/18/2018	50.06
	Account <b>52340 - Other Repairs and Maintenance</b> Totals	1	<u>\$50.06</u>
Account <b>52420 - Other Supplies</b>			
50972 - CDW, LLC	01-laptop cart	05/18/2018	623.89
9523 - Freedom Business Solutions, LLC	01-toner	05/18/2018	98.00
	Account <b>52420 - Other Supplies</b> Totals	2	<u>\$721.89</u>
Account <b>53130 - Medical</b>			
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-4/16-4/30/18	05/18/2018	1,430.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, other surgeries-4/17/18	05/18/2018	703.49
	Account <b>53130 - Medical</b> Totals	2	<u>\$2,133.49</u>
Account <b>53220 - Postage</b>			



# Board of Public Works

## Claim Register

Invoice Date Range 05/07/18 - 05/18/18

Vendor	Invoice Description	Payment Date	Invoice Amount
4487 - PMB East, INC (PakMail)	01-BOH shipping-4/30/18	05/18/2018	28.86
4487 - PMB East, INC (PakMail)	01-BOH shipping-4/26/18	05/18/2018	28.53
Account <b>53220 - Postage</b> Totals		2	\$57.39
Account <b>53320 - Advertising</b>			
4754 - Medibag Co, INC	01-Kroger Pharmacy bag promotions-S. College store	05/18/2018	500.00
4754 - Medibag Co, INC	01-Kroger Pharmacy bag promotions-S. Walnut store	05/18/2018	500.00
Account <b>53320 - Advertising</b> Totals		2	\$1,000.00
Account <b>53610 - Building Repairs</b>			
321 - Harrell Fish, INC	19-ACC-repair condensing unit #12	05/18/2018	108.00
321 - Harrell Fish, INC	19-ACC-service for remote sensor problem	05/18/2018	180.00
321 - Harrell Fish, INC	19-ACC-quarterly PM contract-Summer 2017	05/18/2018	826.00
392 - Koorsen Fire & Security, INC	19-ACC-annual fire extinguisher-January 2018	05/18/2018	156.95
Account <b>53610 - Building Repairs</b> Totals		4	\$1,270.95
Account <b>53990 - Other Services and Charges</b>			
474 - Auto-X-10'd, INC (Ziebart)	17 - Rhino Lining for ACO Van	05/18/2018	1,530.00
Account <b>53990 - Other Services and Charges</b> Totals		1	\$1,530.00
Program <b>010000 - Main</b> Totals		22	\$7,582.19
Department <b>01 - Animal Shelter</b> Totals		22	\$7,582.19
Department <b>02 - Public Works</b>			
Program <b>020000 - Main</b>			
Account <b>46060 - Other Violations</b>			
Craig E Suverkrup	14-refund over payment pkg citation #18200000339	05/18/2018	40.00
Account <b>46060 - Other Violations</b> Totals		1	\$40.00
Account <b>52330 - Street , Alley, and Sewer Material</b>			
19278 - Milestone Contractors, LP	20-Surface-patching-73.91 tons-4/2-4/13/18	05/18/2018	1,423.90
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		1	\$1,423.90
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>			
5938 - Kessler Consulting, INC	02-Consulting Serv.-Sanitation Modernization-2/18-3/18	05/18/2018	1,835.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals		1	\$1,835.00
Account <b>53210 - Telephone</b>			
1079 - AT&T	02-Radio Circuits-phone charges 3/29-4/28/18	05/07/2018	180.64
Account <b>53210 - Telephone</b> Totals		1	\$180.64
Program <b>020000 - Main</b> Totals		4	\$3,479.54
Department <b>02 - Public Works</b> Totals		4	\$3,479.54
Department <b>03 - City Clerk</b>			



# Board of Public Works

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Vendor	Invoice Description	Payment Date	Invoice Amount
Program <b>030000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
5081 - The MacExperience, INC	03-Apple pencil	05/18/2018	99.00
	Account <b>52110 - Office Supplies</b> Totals	1	\$99.00
Account <b>53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	06-IIMC Annual Conference	05/18/2018	600.00
	Account <b>53160 - Instruction</b> Totals	1	\$600.00
Account <b>53230 - Travel</b>			
3560 - First Financial Bank / Credit Cards	06-IIMC Annual Conference	05/18/2018	358.60
	Account <b>53230 - Travel</b> Totals	1	\$358.60
Account <b>53310 - Printing</b>			
3892 - Midwest Color Printing, INC	03-N. Bolden-250 business cards	05/18/2018	39.00
	Account <b>53310 - Printing</b> Totals	1	\$39.00
	Program <b>030000 - Main</b> Totals	4	\$1,096.60
	Department <b>03 - City Clerk</b> Totals	4	\$1,096.60
Department <b>04 - Economic &amp; Sustainable Dev</b>			
Program <b>040000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
5103 - Staples Contract & Commercial, INC	04 - Legal size paper (2 reams)	05/18/2018	7.44
	Account <b>52110 - Office Supplies</b> Totals	1	\$7.44
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>			
6428 - Kelly M Boatman (Core Projective, LLC)	04 - Consulting Agreement - Kelly Boatman	05/18/2018	6,693.75
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	1	\$6,693.75
Account <b>53310 - Printing</b>			
651 - Engraving & Stamp Center, INC	04 - Name Tag for Autumn	05/18/2018	14.69
	Account <b>53310 - Printing</b> Totals	1	\$14.69
Account <b>53910 - Dues and Subscriptions</b>			
3560 - First Financial Bank / Credit Cards	04-Hootsuite-4/2-5/1/18	05/18/2018	5.99
	Account <b>53910 - Dues and Subscriptions</b> Totals	1	\$5.99
Account <b>53990 - Other Services and Charges</b>			
6131 - Jane St John	04 - 2018 Consulting Contract 04-	05/18/2018	4,165.00
	Account <b>53990 - Other Services and Charges</b> Totals	1	\$4,165.00
	Program <b>040000 - Main</b> Totals	5	\$10,886.87



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Vendor	Invoice Description	Payment Date	Invoice Amount
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals		5	\$10,886.87
Department <b>06 - Controller's Office</b>			
Program <b>060000 - Main</b>			
Account <b>52420 - Other Supplies</b>			
50761 - Bloomington Sandwich Co, LLC	06- Budget Advance Food for 20	05/18/2018	221.00
	Account <b>52420 - Other Supplies</b> Totals	1	\$221.00
Account <b>53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	06-AIM Budget Workshop Registration-Martindale and Mitchner -	05/18/2018	476.00
	Account <b>53160 - Instruction</b> Totals	1	\$476.00
Account <b>53910 - Dues and Subscriptions</b>			
3560 - First Financial Bank / Credit Cards	06-INCPAS Renewal/J. Underwood/CPA Society	05/18/2018	405.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	1	\$405.00
Account <b>53990 - Other Services and Charges</b>			
13149 - Blast Off Balloons, INC	18- Balloons for the Bicentennial Street Fair	05/18/2018	100.00
788 - Bright Rental, LLC (Master Rental Center)	18- Tent, stage, tables and chairs	05/18/2018	1,030.00
3560 - First Financial Bank / Credit Cards	18- Walmart Joint Council activities	05/18/2018	76.61
53125 - Mr. Copy, INC	18- Message from the Mayor postcards for Bicentennial tree picku	05/18/2018	49.05
4868 - New Life United Pentecostal Church	18- Trash Clean Up Street Fair	05/18/2018	400.00
536 - Chris Ramsey (KingSnake Sound Company)	18- Sound Engineering for Street Fair	05/18/2018	325.00
4175 - The Stables Events, LLC (Izzy's Rentals)	18- Restroom Rental Bicentennial Days	05/18/2018	510.00
	Account <b>53990 - Other Services and Charges</b> Totals	7	\$2,490.66
	Program <b>060000 - Main</b> Totals	10	\$3,592.66
	Department <b>06 - Controller's Office</b> Totals	10	\$3,592.66
Department <b>09 - CFRD</b>			
Program <b>090000 - Main</b>			
Account <b>53310 - Printing</b>			
8002 - Safeguard Business Systems, INC	09-Homelessness Resources map printing	05/18/2018	904.86
	Account <b>53310 - Printing</b> Totals	1	\$904.86
Account <b>53990 - Other Services and Charges</b>			
3303 - St. Marks United Methodist Church	09-donation-use of church-MCDVC Spring Conf.-3/22/18	05/18/2018	12.05
	Account <b>53990 - Other Services and Charges</b> Totals	1	\$12.05
	Program <b>090000 - Main</b> Totals	2	\$916.91



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Vendor	Invoice Description	Payment Date	Invoice Amount
Department <b>09 - CFRD</b> Totals		2	\$916.91
Department <b>10 - Legal</b>			
Program <b>100000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
501 - Karl Clark (KC Designs)	10-#10 regular envelopes-2,500	05/18/2018	160.00
Account <b>52110 - Office Supplies</b> Totals		1	\$160.00
Account <b>53120 - Special Legal Services</b>			
205 - City Of Bloomington	10-PC Reimb-Mo Co Rec-18 recorder fees trades district	05/18/2018	56.00
205 - City Of Bloomington	10-PC Reimb-18 auditors fee trades district	05/18/2018	35.00
205 - City Of Bloomington	10-PC Reimb-Mo Co Rec- Adams & Din waivers	05/18/2018	50.00
3560 - First Financial Bank / Credit Cards	10-American Arbitration Association WEver matter	05/18/2018	400.00
330 - Ice Miller, LLP	10-IU Hospital Property-services thru 4/15/18	05/18/2018	6,400.00
Account <b>53120 - Special Legal Services</b> Totals		5	\$6,941.00
Account <b>54440 - Motor Equipment</b>			
244 - Bloomington Ford, INC	10 Bloomington Ford - vehicle	05/18/2018	239.75
Account <b>54440 - Motor Equipment</b> Totals		1	\$239.75
Program <b>100000 - Main</b> Totals		7	\$7,340.75
Department <b>10 - Legal</b> Totals		7	\$7,340.75
Department <b>11 - Mayor's Office</b>			
Program <b>110000 - Main</b>			
Account <b>52420 - Other Supplies</b>			
4549 - Kroger Limited Partnership I	11-snacks for OOTM retreat	05/18/2018	25.26
Account <b>52420 - Other Supplies</b> Totals		1	\$25.26
Account <b>53990 - Other Services and Charges</b>			
3560 - First Financial Bank / Credit Cards	11-bus/guide for ULI tour	05/18/2018	490.00
Account <b>53990 - Other Services and Charges</b> Totals		1	\$490.00
Program <b>110000 - Main</b> Totals		2	\$515.26
Department <b>11 - Mayor's Office</b> Totals		2	\$515.26
Department <b>13 - Planning</b>			
Program <b>130000 - Main</b>			
Account <b>43310 - Application Fee</b>			
Matte Black Architecture	13-refund PC filing fee-408 E. 6th Street	05/18/2018	1,576.00
Account <b>43310 - Application Fee</b> Totals		1	\$1,576.00
Account <b>52110 - Office Supplies</b>			



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Vendor	Invoice Description	Payment Date	Invoice Amount
5103 - Staples Contract & Commercial, INC	13-1 inch black binders (Rebilled--last binder order damaged)	05/18/2018	22.40
5103 - Staples Contract & Commercial, INC	13-CREDIT (damaged binders--returned) Orig INV#3374566111	05/18/2018	(22.40)
Account <b>52110 - Office Supplies</b> Totals		2	\$0.00
Account <b>52410 - Books</b>			
3560 - First Financial Bank / Credit Cards	13-ANSI Roadway Lighting Design Guide (for Engineering Division)	05/18/2018	60.00
Account <b>52410 - Books</b> Totals		1	\$60.00
Account <b>53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	13-ITE Webinar (Uncontrolled Pedestrian Crossings)_Andrew	05/18/2018	49.00
Account <b>53160 - Instruction</b> Totals		1	\$49.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>			
6289 - Clarion Associates, LLC	13-UDO-services thru 3/31/18	05/18/2018	10,529.17
8305 - Schmidt Associates, INC	13-City Architect-Proj. Review- services 3/1-3/31/18	05/18/2018	3,448.75
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals		2	\$13,977.92
Account <b>53230 - Travel</b>			
6218 - Theresa M Porter	13-Nat'l Plann. Conf '18 Reimb_Flight,Hotel,Cab, Parking,Miles	05/18/2018	1,828.10
Account <b>53230 - Travel</b> Totals		1	\$1,828.10
Account <b>53240 - Freight / Other</b>			
3560 - First Financial Bank / Credit Cards	13-ANSI Roadway Lighting Design Guide (for Engineering Division)	05/18/2018	19.15
Account <b>53240 - Freight / Other</b> Totals		1	\$19.15
Account <b>53320 - Advertising</b>			
3560 - First Financial Bank / Credit Cards	13 - APA Posting of Asst Director Position	05/18/2018	50.00
3560 - First Financial Bank / Credit Cards	13 - National APA Assistant Director Job Posting	05/18/2018	195.00
Account <b>53320 - Advertising</b> Totals		2	\$245.00
Account <b>53910 - Dues and Subscriptions</b>			
4442 - American Planning Association	13 - APA Indiana Chapter Dues for T. Porter	05/18/2018	466.00
Account <b>53910 - Dues and Subscriptions</b> Totals		1	\$466.00
Account <b>53990 - Other Services and Charges</b>			
205 - City Of Bloomington	13-PC Reimb-Mo Co Rec-ROW encroachment-125 N College	05/18/2018	25.00
205 - City Of Bloomington	13-PC Reimb-Mo Co Rec-A. Mack-BPW Res. 2018-28	05/18/2018	25.00
3444 - Rundell Ernstberger Associates, INC	3-Switchyd Park Subarea Plan-Inv. 4/16/18-forwarded by Legal	05/18/2018	540.00
Account <b>53990 - Other Services and Charges</b> Totals		3	\$590.00
Program <b>130000 - Main</b> Totals		15	\$18,811.17





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Vendor	Invoice Description	Payment Date	Invoice Amount
Department <b>13 - Planning</b> Totals		15	\$18,811.17
Department <b>19 - Facilities Maintenance</b>			
Program <b>190000 - Main</b>			
Account <b>52210 - Institutional Supplies</b>			
2966 - Barrett Supplies & Equipment, INC	19-cleaning supplies-toilet tissue, paper towels, liquid soap	05/18/2018	1,208.54
Account <b>52210 - Institutional Supplies</b> Totals		1	\$1,208.54
Account <b>52340 - Other Repairs and Maintenance</b>			
2974 - MacAllister Machinery Co, INC	19-rental boom lift to repair exterior lights on City Hall	05/18/2018	1,143.75
Account <b>52340 - Other Repairs and Maintenance</b> Totals		1	\$1,143.75
Account <b>53610 - Building Repairs</b>			
6378 - ANN-KRISS, LLC	19-City Hall- change order #1-water damage restoration work	BC 2018-37 05/18/2018	654.17
205 - City Of Bloomington	19-PC Reimb-Mo Co Bldg-Permit FS#5-alterations	05/18/2018	100.00
205 - City Of Bloomington	19-PC Reimb-Mo Co Bldg-FS#1 alterations	05/18/2018	100.00
205 - City Of Bloomington	19-PC Reimb-Mo Co Bldg-FS#4-alterations	05/18/2018	100.00
321 - Harrell Fish, INC	19-City Hall-quarterly PM contract-August 2017	05/18/2018	1,910.66
321 - Harrell Fish, INC	19-ACC-monthly filter change, repair outside air sensor	05/18/2018	943.09
321 - Harrell Fish, INC	19-CH-replaced water cooler (fountain)	05/18/2018	1,177.66
321 - Harrell Fish, INC	19-CH-two pumps & one high water alarm	05/18/2018	388.28
321 - Harrell Fish, INC	19-CH-repair pump 7, replace bearing assembly	05/18/2018	2,230.20
321 - Harrell Fish, INC	19-CH-quarterly PM contract-April 2018	05/18/2018	1,910.66
321 - Harrell Fish, INC	19-FS#2-HVAC repair	05/18/2018	1,742.19
392 - Koorsen Fire & Security, INC	19-CH-sprinkler testing	05/18/2018	154.50
Account <b>53610 - Building Repairs</b> Totals		12	\$11,411.41
Account <b>53990 - Other Services and Charges</b>			
651 - Engraving & Stamp Center, INC	19-CH-P&R-names plates for department directory	05/18/2018	35.04
818 - Everywhere Signs, LLC	19-CH-Planning-nameplates for department directory	05/18/2018	24.00
Account <b>53990 - Other Services and Charges</b> Totals		2	\$59.04
Program <b>190000 - Main</b> Totals		16	\$13,822.74
Department <b>19 - Facilities Maintenance</b> Totals		16	\$13,822.74
Department <b>28 - ITS</b>			
Program <b>280000 - Main</b>			
Account <b>53160 - Instruction</b>			
3950 - Charles C Brandt	28-Drupal Conf-Nashville TN-4/9-4/10/18-Per diem/hotel/gas/pkg	05/18/2018	150.00
Account <b>53160 - Instruction</b> Totals		1	\$150.00
Account <b>53230 - Travel</b>			





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Vendor	Invoice Description	Payment Date	Invoice Amount
3950 - Charles C Brandt	28-Drupal Conf-Nashville TN-4/9-4/10/18-Per diem/hotel/gas/pkg	05/18/2018	284.63
	Account <b>53230 - Travel</b> Totals	1	\$284.63
Account <b>53640 - Hardware and Software Maintenance</b>			
3989 - Ricoh USA, INC	28-Copier Maint-CH/off site facilities-3/17-4/16/18	05/18/2018	2,356.92
	Account <b>53640 - Hardware and Software Maintenance</b> Totals	1	\$2,356.92
Account <b>53910 - Dues and Subscriptions</b>			
3560 - First Financial Bank / Credit Cards	28-Domain Renewal btowncops.org	05/18/2018	13.95
3560 - First Financial Bank / Credit Cards	28 - Basecamp Project Plan Subscription	05/18/2018	20.00
3560 - First Financial Bank / Credit Cards	28 - VMUG Subscription	05/18/2018	200.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	3	\$233.95
	Program <b>280000 - Main</b> Totals	6	\$3,025.50
	Department <b>28 - ITS</b> Totals	6	\$3,025.50
	Fund <b>101 - General Fund (S0101)</b> Totals	93	\$71,070.19
Fund <b>103 - Restricted Donations</b>			
Department <b>06 - Controller's Office</b>			
Program <b>400102 - Animal Supplies</b>			
Account <b>52210 - Institutional Supplies</b>			
4633 - Midwest Veterinary Supply, INC	01-heartworm preventative, bags for poop pouch waste station	05/18/2018	1,233.44
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-LG-4/30/18	05/18/2018	52.80
4633 - Midwest Veterinary Supply, INC	01-antibiotics, anit parasitic-4/23/18	05/18/2018	141.86
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-XL-4/23/18	05/18/2018	79.20
4549 - Kroger Limited Partnership I	01-103.52210 rabbit food	05/18/2018	8.43
4549 - Kroger Limited Partnership I	01-103.52210 rabbit food	05/18/2018	9.31
4549 - Kroger Limited Partnership I	01-103.52210 rabbit food	05/18/2018	10.85
4549 - Kroger Limited Partnership I	01-103.52210 rabbit food	05/18/2018	10.13
4549 - Kroger Limited Partnership I	01-103.52210 rabbit food	05/18/2018	11.78
	Account <b>52210 - Institutional Supplies</b> Totals	9	\$1,557.80
	Program <b>400102 - Animal Supplies</b> Totals	9	\$1,557.80
Program <b>401301 - Planning EC Eco Hero</b>			
Account <b>52420 - Other Supplies</b>			
50796 - Margaret A Taylor (Book Corner)	13 - 6 nature books for Eco Heroes	05/18/2018	89.68
55092 - WonderLab Museum of Science, Health & Technology	13 - 7 Hobby Kit & Toy Purchases for Eco Heroes	05/18/2018	82.68
	Account <b>52420 - Other Supplies</b> Totals	2	\$172.36
	Program <b>401301 - Planning EC Eco Hero</b> Totals	2	\$172.36



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Vendor	Invoice Description	Payment Date	Invoice Amount
	Department <b>06 - Controller's Office</b> Totals	11	\$1,730.16
	Fund <b>103 - Restricted Donations</b> Totals	11	\$1,730.16
Fund <b>312 - Community Services</b>			
Department <b>09 - CFRD</b>			
Program <b>090004 - Com Serv- Accessibility</b>			
Account <b>53310 - Printing</b>			
798 - Winters Associates Promotional Products, INC	09-CCA-Breaking down the Barriers - t-shirts	05/18/2018	294.51
	Account <b>53310 - Printing</b> Totals	1	\$294.51
Account <b>53990 - Other Services and Charges</b>			
6474 - Red Robin Gourmet Burgers, INC	09-CCA Breaking Down the Barriers Event - catering	05/18/2018	403.74
	Account <b>53990 - Other Services and Charges</b> Totals	1	\$403.74
	Program <b>090004 - Com Serv- Accessibility</b> Totals	2	\$698.25
Program <b>090016 - Com Serv - Safe &amp; Civil</b>			
Account <b>53990 - Other Services and Charges</b>			
13480 - Quarryland Men's Chorus, INC	09-SSCP-black and white ad in Spring Concert Program	05/18/2018	100.00
	Account <b>53990 - Other Services and Charges</b> Totals	1	\$100.00
	Program <b>090016 - Com Serv - Safe &amp; Civil</b> Totals	1	\$100.00
Program <b>090020 - Commission on Aging</b>			
Account <b>52420 - Other Supplies</b>			
798 - Winters Associates Promotional Products, INC	09-CoA--Getting Better With Age pins for giveaways	05/18/2018	238.39
	Account <b>52420 - Other Supplies</b> Totals	1	\$238.39
	Program <b>090020 - Commission on Aging</b> Totals	1	\$238.39
Program <b>090023 - Monroe County Domestic Violence</b>			
Account <b>53990 - Other Services and Charges</b>			
3303 - St. Marks United Methodist Church	09-donation-use of church-MCDVC Spring Conf.-3/22/18	05/18/2018	162.95
	Account <b>53990 - Other Services and Charges</b> Totals	1	\$162.95
	Program <b>090023 - Monroe County Domestic Violence</b> Totals	1	\$162.95
	Department <b>09 - CFRD</b> Totals	5	\$1,199.59
	Fund <b>312 - Community Services</b> Totals	5	\$1,199.59
Fund <b>401 - Non-Reverting Telecom (S1146)</b>			
Department <b>25 - Telecommunications</b>			
Program <b>254000 - Infrastructure</b>			
Account <b>53640 - Hardware and Software Maintenance</b>			



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Vendor	Invoice Description	Payment Date	Invoice Amount
13482 - Northern Lights Locating & Inspection, INC	28-BDU Locating and marking services-March 2018	05/18/2018	2,500.00
13482 - Northern Lights Locating & Inspection, INC	28-BDU Locating and marking services-April 2018	05/18/2018	2,609.00
13482 - Northern Lights Locating & Inspection, INC	28-BDU Locating and marking services-February 2018	05/18/2018	2,500.00
13482 - Northern Lights Locating & Inspection, INC	28-BDU Locating and marking services-January 2018	05/18/2018	2,500.00
Account <b>53640 - Hardware and Software Maintenance</b> Totals		4	\$10,109.00
Account <b>53750 - Rentals - Other</b>			
12283 - Smithville Communications	28-401 N Morton-/ACC-internet-5/1-5/31/18	05/07/2018	1,614.27
Account <b>53750 - Rentals - Other</b> Totals		1	\$1,614.27
Program <b>254000 - Infrastructure</b> Totals		5	\$11,723.27
Program <b>256000 - Services</b>			
Account <b>53150 - Communications Contract</b>			
203 - Indiana University	28-Special circuits-March 2018	05/18/2018	65.00
203 - Indiana University	28-Special Circuits-April 2018	05/18/2018	65.00
12283 - Smithville Communications	28-401 N Morton-/ACC-internet-5/1-5/31/18	05/07/2018	1,136.00
Account <b>53150 - Communications Contract</b> Totals		3	\$1,266.00
Account <b>53980 - Community Access TV/Radio</b>			
64 - Monroe County Public Library	28-Cable Access Television Services (CATS)-April-June 2018	05/18/2018	109,505.50
Account <b>53980 - Community Access TV/Radio</b> Totals		1	\$109,505.50
Program <b>256000 - Services</b> Totals		4	\$110,771.50
Department <b>25 - Telecommunications</b> Totals		9	\$122,494.77
Fund <b>401 - Non-Reverting Telecom (S1146)</b> Totals		9	\$122,494.77
Fund <b>450 - Local Road and Street(S0706)</b>			
Department <b>20 - Street</b>			
Program <b>200000 - Main</b>			
Account <b>53520 - Street Lights / Traffic Signals</b>			
223 - Duke Energy	20-Countryside & Sunflower-electric bill-bill date 4/30/18	05/07/2018	3.87
Account <b>53520 - Street Lights / Traffic Signals</b> Totals		1	\$3.87
Program <b>200000 - Main</b> Totals		1	\$3.87
Department <b>20 - Street</b> Totals		1	\$3.87
Fund <b>450 - Local Road and Street(S0706)</b> Totals		1	\$3.87
Fund <b>451 - Motor Vehicle Highway(S0708)</b>			



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Vendor	Invoice Description	Payment Date	Invoice Amount
Department <b>20 - Street</b>			
Program <b>200000 - Main</b>			
Account <b>52210 - Institutional Supplies</b>			
313 - Fastenal Company	20-Safety Supplies-earplugs, gloves, tape measure, mkg paint	05/18/2018	73.73
313 - Fastenal Company	20-Safety Supplies-gloves	05/18/2018	40.07
313 - Fastenal Company	20-Safety Supplies-purple gloves	05/18/2018	13.38
4519 - Osburn Associates, INC	20-safety signs-6 "Road Closed Ahead"	05/18/2018	286.96
Account <b>52210 - Institutional Supplies</b> Totals		4	\$414.14
Account <b>52330 - Street , Alley, and Sewer Material</b>			
334 - Irving Materials, INC	20-114 N Walnut-Class A Stone Ash-1.5 cy-4/12/18	05/18/2018	157.50
19278 - Milestone Contractors, LP	20-Surface-patching-73.91 tons-4/2-4/13/18	05/18/2018	4,881.60
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		2	\$5,039.10
Account <b>52340 - Other Repairs and Maintenance</b>			
603 - Traffic Control Corporation	20-Audible Peds Detectors	05/18/2018	3,280.00
603 - Traffic Control Corporation	20-Signal Cabinet Controller & BBU Assembly for 19th & Dunn	05/18/2018	18,817.00
Account <b>52340 - Other Repairs and Maintenance</b> Totals		2	\$22,097.00
Account <b>52420 - Other Supplies</b>			
409 - Black Lumber Co INC	20-duct tape, utility knife	05/18/2018	6.96
409 - Black Lumber Co INC	20-cable ties	05/18/2018	9.99
409 - Black Lumber Co INC	20-cable ties-4/20/18	05/18/2018	1.69
409 - Black Lumber Co INC	20-#462-roundup & sprayer for weed control	05/18/2018	58.96
409 - Black Lumber Co INC	20-puncture seal	05/18/2018	7.99
394 - Kleindorfer Hardware & Variety	20-2 pkg rec pro, blades	05/18/2018	78.98
394 - Kleindorfer Hardware & Variety	20-test plug	05/18/2018	3.79
394 - Kleindorfer Hardware & Variety	20-torch tip cleaners	05/18/2018	11.98
53005 - Menards, INC	20-Concrete crew/Office-nozzle pro, hose nozzle, welded wire	05/18/2018	38.46
336 - Southside Rental Center, INC	20-#452-propane	05/18/2018	21.42
Account <b>52420 - Other Supplies</b> Totals		10	\$240.22
Account <b>52430 - Uniforms and Tools</b>			
50637 - Bender Lumber Company INC	20-Pavement Markings-Hilti Drill	05/18/2018	783.97
Account <b>52430 - Uniforms and Tools</b> Totals		1	\$783.97
Account <b>53130 - Medical</b>			
231 - Indiana University Health Bloomington, INC	20-F. Corns-drug screen DOT 5 Panel E Screen	05/18/2018	45.00



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Vendor	Invoice Description	Payment Date	Invoice Amount
231 - Indiana University Health Bloomington, INC	20-F. Love-Drug screen DOT 5 Panel E screen	05/18/2018	45.00
231 - Indiana University Health Bloomington, INC	20-J. VanDeventer-Drug screen DOT 5 Panel E screen	05/18/2018	45.00
Account <b>53130 - Medical</b> Totals		3	\$135.00
Account <b>53610 - Building Repairs</b>			
1537 - Indiana Door & Hardware Specialties, INC	19-Street Dept-entry key & lock replacement	05/18/2018	114.00
Account <b>53610 - Building Repairs</b> Totals		1	\$114.00
Account <b>53920 - Laundry and Other Sanitation Services</b>			
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-4/25/18	05/18/2018	21.04
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-4/25/18	05/18/2018	26.39
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		2	\$47.43
Account <b>53990 - Other Services and Charges</b>			
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-4/18/18-2 tickets	05/18/2018	300.00
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-4/20/18-1 ticket`	05/18/2018	150.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-4/10/18	05/18/2018	150.00
Account <b>53990 - Other Services and Charges</b> Totals		3	\$600.00
Program <b>200000 - Main</b> Totals		28	\$29,470.86
Department <b>20 - Street</b> Totals		28	\$29,470.86
Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals		28	\$29,470.86
Fund <b>452 - Parking Facilities(S9502)</b>			
Department <b>26 - Parking</b>			
Program <b>260000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
5103 - Staples Contract & Commercial, INC	02-label maker tape	05/18/2018	21.72
5103 - Staples Contract & Commercial, INC	02-Pkg Garages-cordless phone cord	05/18/2018	19.95
Account <b>52110 - Office Supplies</b> Totals		2	\$41.67
Account <b>52210 - Institutional Supplies</b>			
394 - Kleindorfer Hardware & Variety	02-Pkg Garages-set of ratchet straps	05/18/2018	19.99



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Vendor	Invoice Description	Payment Date	Invoice Amount
Account <b>52210 - Institutional Supplies</b> Totals		1	\$19.99
Account <b>53610 - Building Repairs</b>			
392 - Koorsen Fire & Security, INC	19-Morton St Garage-annual fire extinguisher-March 2018	05/18/2018	190.40
392 - Koorsen Fire & Security, INC	19-Morton St Garage-Monitoring-2/1-4/30/18	05/18/2018	119.97
392 - Koorsen Fire & Security, INC	19-4th St Garage-annual fire extinguisher service-March 2018	05/18/2018	125.95
6378 - ANN-KRISS, LLC	02-4th St Garage-CO-add'tl repairs-2/19/18	BC 2018-17 05/18/2018	480.00
6378 - ANN-KRISS, LLC	02-4th St Garage-change order-door replacement	BC 2018-13 05/18/2018	621.60
Account <b>53610 - Building Repairs</b> Totals		5	\$1,537.92
Account <b>53650 - Other Repairs</b>			
6378 - ANN-KRISS, LLC	02-4th St Garage-repair to 42 steps in north/south tower	BC 2018-16 05/18/2018	21,341.70
32 - Cassidy Electrical Contractors, INC	02-4th St Garage Electrical-Payment No 3	BC 2018-14 05/18/2018	47,804.36
18844 - First Financial Bank, N.A.	02-4th St Garage Electrical-Escrow payment no 3	05/18/2018	2,516.05
Account <b>53650 - Other Repairs</b> Totals		3	\$71,662.11
Account <b>53840 - Lease Payments</b>			
512 - 7th & Walnut , LLC	26-Walnut St Garage-June 2018 garage rent	05/18/2018	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-June 2018 garage rent	05/18/2018	36,405.49
Account <b>53840 - Lease Payments</b> Totals		2	\$55,165.47
Program <b>260000 - Main</b> Totals		13	\$128,427.16
Department <b>26 - Parking</b> Totals		13	\$128,427.16
Fund <b>452 - Parking Facilities(S9502)</b> Totals		13	\$128,427.16
Fund <b>454 - Alternative Transport(S6301)</b>			
Department <b>02 - Public Works</b>			
Program <b>020000 - Main</b>			
Account <b>52430 - Uniforms and Tools</b>			
54207 - Smith's Shoe Center	14-Pkg Enf. Officer-B. Alexander-safety shoes	05/18/2018	100.00
54207 - Smith's Shoe Center	14-Pkg Enf. Officer-A. Myers-safety shoes	05/18/2018	100.00
Account <b>52430 - Uniforms and Tools</b> Totals		2	\$200.00
Program <b>020000 - Main</b> Totals		2	\$200.00
Department <b>02 - Public Works</b> Totals		2	\$200.00
Fund <b>454 - Alternative Transport(S6301)</b> Totals		2	\$200.00
Fund <b>601 - Cum Cap Development(S2391)</b>			
Department <b>02 - Public Works</b>			
Program <b>020000 - Main</b>			
Account <b>53110 - Engineering and Architectural</b>			
399 - American Structurepoint, INC	13-Adams(Kirkwood to Patterson)-serv. 3/1-3/31/18	05/18/2018	15,190.00





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	Account <b>53110 - Engineering and Architectural</b> Totals	1	\$15,190.00
Account <b>53990 - Other Services and Charges</b>			
12524 - Mid-America Milling Co, LLC (MAMCO)	20-Pavement milling services-7' machine rent w/oper-2 days	05/18/2018	11,600.00
	Account <b>53990 - Other Services and Charges</b> Totals	1	\$11,600.00
	Program <b>020000 - Main</b> Totals	2	\$26,790.00
	Department <b>02 - Public Works</b> Totals	2	\$26,790.00
	Fund <b>601 - Cum Cap Development(S2391)</b> Totals	2	\$26,790.00
Fund <b>730 - Solid Waste (S6401)</b>			
Department <b>16 - Sanitation</b>			
Program <b>160000 - Main</b>			
Account <b>52420 - Other Supplies</b>			
409 - Black Lumber Co INC	16-40# quikcrete concrete gravel mix-repair mailbox	05/18/2018	3.99
	Account <b>52420 - Other Supplies</b> Totals	1	\$3.99
Account <b>53610 - Building Repairs</b>			
392 - Koorsen Fire & Security, INC	19-Sanitation-monitoring-fire-1/1-3/31/18	05/18/2018	93.18
	Account <b>53610 - Building Repairs</b> Totals	1	\$93.18
Account <b>53920 - Laundry and Other Sanitation Services</b>			
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-4/25/18	05/18/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-4/25/18	05/18/2018	31.87
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	2	\$39.36
Account <b>53950 - Landfill</b>			
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-4/2-4/13/18	05/18/2018	10,659.20
	Account <b>53950 - Landfill</b> Totals	1	\$10,659.20
	Program <b>160000 - Main</b> Totals	5	\$10,795.73
	Department <b>16 - Sanitation</b> Totals	5	\$10,795.73
	Fund <b>730 - Solid Waste (S6401)</b> Totals	5	\$10,795.73
Fund <b>800 - Risk Management(S0203)</b>			
Department <b>10 - Legal</b>			
Program <b>100000 - Main</b>			
Account <b>52430 - Uniforms and Tools</b>			
327 - Hoosier Workwear Outlet, INC	10-F. Love-safety shoes	05/18/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-T. Carroll-safety shoes	05/18/2018	99.99



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Vendor	Invoice Description	Payment Date	Invoice Amount
327 - Hoosier Workwear Outlet, INC	10-A. Monge-safety shoes	05/18/2018	99.99
327 - Hoosier Workwear Outlet, INC	10-R. White-safety shoes	05/18/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-J. Lavendar-safety shoes	05/18/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-E. Mathews-safety shoes	05/18/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-M. Lutes-safety shoes	05/18/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-S. Ira-safety shoes	05/18/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-N. Schwaberow-safety shoes	05/18/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-M. Thrasher-safety shoes	05/18/2018	99.99
327 - Hoosier Workwear Outlet, INC	10-D. Robertson-safety shoes	05/18/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-J. Sparks-safety shoes	05/18/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-J. Behrman-safety shoes-size 11	05/18/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-J. Behrman-safety shoes-size 9	05/18/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-J. McIntire-safety shoes	05/18/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-J. Waldrige-safety shoes	05/18/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-J. Nelson-safety shoes	05/18/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-W. Knudsen-safety shoes	05/18/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-D. Kluesner-safety shoes	05/18/2018	99.99
327 - Hoosier Workwear Outlet, INC	10-J. Wahl-safety shoes	05/18/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-J. Pritchard-safety shoes	05/18/2018	100.00
4291 - Monroe Optical, INC	10-safety shoes-104-various employees	05/18/2018	10,395.00
1548 - Safety Shoe Distributors, INC	10-J. Boruff/E. Alexander-safety shoes	05/18/2018	196.99
Account <b>52430 - Uniforms and Tools</b> Totals		23	\$12,691.95
Account <b>53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	10 FFB for red cross invoice	05/18/2018	140.00
Account <b>53160 - Instruction</b> Totals		1	\$140.00
Account <b>53410 - Liability / Casualty Premiums</b>			
1847 - Hylant of Indianapolis, LLC	10-Audit for Worker's Comp-Excess/Expired-City portion	05/18/2018	3,609.75
1847 - Hylant of Indianapolis, LLC	10-audit for Worker's Comp & expired 1/1/18-City portion	05/18/2018	371.07
Account <b>53410 - Liability / Casualty Premiums</b> Totals		2	\$3,980.82
Program <b>100000 - Main</b> Totals		26	\$16,812.77
Department <b>10 - Legal</b> Totals		26	\$16,812.77
Fund <b>800 - Risk Management(S0203)</b> Totals		26	\$16,812.77
Fund <b>801 - Health Insurance Trust</b>			
Department <b>12 - Human Resources</b>			
Program <b>120000 - Main</b>			





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Vendor	Invoice Description		Payment Date	Invoice Amount
<b>Account 53990 - Other Services and Charges</b>				
18539 - Life Insurance Company Of North America	12 April Lina Invoice 32,645.18		05/18/2018	4,103.80
	<b>Account 53990 - Other Services and Charges Totals</b>		1	<u>\$4,103.80</u>
<b>Account 53990.1278 - Other Services and Charges Disability LTD</b>				
18539 - Life Insurance Company Of North America	12 April Lina Invoice 32,645.18		05/18/2018	6,419.30
	<b>Account 53990.1278 - Other Services and Charges Disability LTD Totals</b>		1	<u>\$6,419.30</u>
	Program <b>120000 - Main</b> Totals		2	<u>\$10,523.10</u>
	Department <b>12 - Human Resources</b> Totals		2	<u>\$10,523.10</u>
	Fund <b>801 - Health Insurance Trust</b> Totals		2	<u>\$10,523.10</u>
<b>Fund 802 - Fleet Maintenance(\$9500)</b>				
<b>Department 17 - Fleet Maintenance</b>				
<b>Program 170000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
53954 - Ron Turley Associates, INC	17 - printer labels		05/18/2018	<u>165.00</u>
	<b>Account 52110 - Office Supplies Totals</b>		1	<u>\$165.00</u>
<b>Account 52230 - Garage and Motor Supplies</b>				
4693 - Monroe County Tire & Supply, INC	17-tires		05/18/2018	356.56
4693 - Monroe County Tire & Supply, INC	17-tires		05/18/2018	130.50
4693 - Monroe County Tire & Supply, INC	17-tires		05/18/2018	631.50
4693 - Monroe County Tire & Supply, INC	17-tires		05/18/2018	45.00
4693 - Monroe County Tire & Supply, INC	17-tires		05/18/2018	383.80
4693 - Monroe County Tire & Supply, INC	17-tires		05/18/2018	<u>19.00</u>
	<b>Account 52230 - Garage and Motor Supplies Totals</b>		6	<u>\$1,566.36</u>
<b>Account 52240 - Fuel and Oil</b>				
613 - Hoosier Penn Oil Company, INC	17-oil and fluids	BC 2017-76	05/18/2018	968.00
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	BC 2017-76	05/18/2018	19,512.38
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	BC 2017-76	05/18/2018	<u>19,515.09</u>
	<b>Account 52240 - Fuel and Oil Totals</b>		3	<u>\$39,995.47</u>
<b>Account 52320 - Motor Vehicle Repair</b>				
4336 - American Eagle Auto Glass of Terre Haute, INC	17 - #624 Window		05/18/2018	100.00
244 - Bloomington Ford, INC	17-misc parts		05/18/2018	58.79
244 - Bloomington Ford, INC	17-misc parts		05/18/2018	11.40



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Vendor	Invoice Description	Payment Date	Invoice Amount
244 - Bloomington Ford, INC	17-misc parts	05/18/2018	289.64
244 - Bloomington Ford, INC	17-#689 run diagnostics & misc parts	05/18/2018	15.00
244 - Bloomington Ford, INC	17-misc parts	05/18/2018	16.10
5481 - Bright Equipment, INC (BobCat of Indy)	17-#469 hyd fluid and tie rod	05/18/2018	79.02
5481 - Bright Equipment, INC (BobCat of Indy)	17-stock 721,724 filters	05/18/2018	182.63
5481 - Bright Equipment, INC (BobCat of Indy)	17-stock 721,724 filters	05/18/2018	337.65
941 - Central Indiana Truck Equipment Corporation	17-parts return	05/18/2018	(296.64)
941 - Central Indiana Truck Equipment Corporation	17-stock belts and rollers	05/18/2018	306.76
941 - Central Indiana Truck Equipment Corporation	17-credit for labor	05/18/2018	(68.50)
941 - Central Indiana Truck Equipment Corporation	17 - sanitation tippers	05/18/2018	6,921.82
594 - Curry Auto Center, INC	17-misc parts	05/18/2018	399.23
594 - Curry Auto Center, INC	17-core return	05/18/2018	(208.62)
4044 - Industrial Hydraulics, INC	17-#951 repair cylinder	05/18/2018	170.03
4044 - Industrial Hydraulics, INC	17-#477 repair hyd motor	05/18/2018	392.00
796 - Interstate Battery System of Bloomington, INC	17-batteries	05/18/2018	199.06
16069 - Palmer Trucks, INC	17-#720 Sensor-Pressure & Element-crankcase Ventilation	05/18/2018	144.24
786 - Richard's Small Engine, INC	17-#721,724 mower blades	05/18/2018	112.95
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - Parts and shop supplies for various vehicles for April	05/18/2018	2,601.50
54351 - Sternberg, INC	17 - #692 Belts, fan	05/18/2018	74.35
6216 - Terminal Supply, INC	17-stock led lights	05/18/2018	365.68
582 - Town & Country Chrysler Dodge Jeep, INC	17-#802 actuator	05/18/2018	29.56
2096 - West Side Tractor Sales Co.	17-#454 filters	05/18/2018	25.67
Account <b>52320 - Motor Vehicle Repair</b> Totals		25	\$12,259.32
Account <b>52420 - Other Supplies</b>			
8181 - Lawson Products, INC	17-misc dni parts	05/18/2018	668.45



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Vendor	Invoice Description	Payment Date	Invoice Amount
Account <b>52420 - Other Supplies</b> Totals		1	\$668.45
Account <b>53610 - Building Repairs</b>			
392 - Koorsen Fire & Security, INC	19-Fleet Maint-monitoring-intrusion-2/1-4/30/18	05/18/2018	86.03
392 - Koorsen Fire & Security, INC	19-Fleet Maint-February 2018 fire extinguisher service	05/18/2018	152.15
Account <b>53610 - Building Repairs</b> Totals		2	\$238.18
Account <b>53620 - Motor Repairs</b>			
244 - Bloomington Ford, INC	17-#689 run diagnostics & misc parts	05/18/2018	302.50
4044 - Industrial Hydraulics, INC	17-#951 repair cylinder	05/18/2018	625.00
4044 - Industrial Hydraulics, INC	17-#477 repair hyd motor	05/18/2018	240.85
Account <b>53620 - Motor Repairs</b> Totals		3	\$1,168.35
Account <b>53990 - Other Services and Charges</b>			
3560 - First Financial Bank / Credit Cards	17 - BMV title fees	05/18/2018	45.00
3560 - First Financial Bank / Credit Cards	17-title & plates-4/2/18	05/18/2018	15.00
3560 - First Financial Bank / Credit Cards	17-title fees-4/20/18	05/18/2018	90.00
Account <b>53990 - Other Services and Charges</b> Totals		3	\$150.00
Program <b>170000 - Main</b> Totals		44	\$56,211.13
Department <b>17 - Fleet Maintenance</b> Totals		44	\$56,211.13
Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals		44	\$56,211.13
Fund <b>804 - Insurance Voluntary Trust</b>			
Department <b>12 - Human Resources</b>			
Program <b>120000 - Main</b>			
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/07/2018	66.29
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/07/2018	513.42
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/07/2018	424.84
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/09/2018	645.41
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/09/2018	217.77
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> Totals		5	\$1,867.73
Account <b>53990.1272 - Other Services and Charges Section 125 - DDC- City</b>			



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Vendor	Invoice Description	Payment Date	Invoice Amount
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/09/2018	174.00
Account <b>53990.1272 - Other Services and Charges Section 125 - DDC- City Totals</b>		1	\$174.00
Account <b>53990.1273 - Other Services and Charges Term Life</b>			
18539 - Life Insurance Company Of North America	12 April Lina Invoice 32,645.18	05/18/2018	13,845.34
Account <b>53990.1273 - Other Services and Charges Term Life Totals</b>		1	\$13,845.34
Account <b>53990.1277 - Other Services and Charges Disability STD</b>			
18539 - Life Insurance Company Of North America	12 April Lina Invoice 32,645.18	05/18/2018	8,276.74
Account <b>53990.1277 - Other Services and Charges Disability STD Totals</b>		1	\$8,276.74
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b>			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/07/2018	265.59
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/07/2018	14.80
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/07/2018	31.43
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/09/2018	2.13
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/09/2018	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/09/2018	495.26
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util Totals</b>		6	\$834.21
Program <b>120000 - Main Totals</b>		14	\$24,998.02
Department <b>12 - Human Resources Totals</b>		14	\$24,998.02
Fund <b>804 - Insurance Voluntary Trust Totals</b>		14	\$24,998.02
Fund <b>805 - Unemployment Comp Non-Reverting</b>			
Department <b>12 - Human Resources</b>			
Program <b>120000 - Main</b>			
Account <b>53990 - Other Services and Charges</b>			
204 - State Of Indiana	12 Unemployment for April	05/18/2018	199.00
Account <b>53990 - Other Services and Charges Totals</b>		1	\$199.00
Program <b>120000 - Main Totals</b>		1	\$199.00



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Vendor	Invoice Description	Payment Date	Invoice Amount
	Department <b>12 - Human Resources</b> Totals	1	\$199.00
	Fund <b>805 - Unemployment Comp Non-Reverting</b> Totals	1	\$199.00
Fund <b>978 - City 2016 GO Bond Proceeds</b>			
Department <b>06 - Controller's Office</b>			
Program <b>06016A - 2016 A Signal Modernization</b>			
Account <b>54510 - Other Capital Outlays</b>			
20 - Lochmueller Group, INC	13-17th/Dunn St Improvements-services thru 3/31/18	05/18/2018	835.26
	Account <b>54510 - Other Capital Outlays</b> Totals	1	\$835.26
	Program <b>06016A - 2016 A Signal Modernization</b> Totals	1	\$835.26
Program <b>06016B - 2016 B Ped/Signal/Intersection</b>			
Account <b>54510 - Other Capital Outlays</b>			
2671 - Hannum, Wagle & Cline Engineering	13-Ped. Safety Inspect-services 2/26-4/1/18	05/18/2018	3,046.13
	Account <b>54510 - Other Capital Outlays</b> Totals	1	\$3,046.13
	Program <b>06016B - 2016 B Ped/Signal/Intersection</b> Totals	1	\$3,046.13
	Department <b>06 - Controller's Office</b> Totals	2	\$3,881.39
	Fund <b>978 - City 2016 GO Bond Proceeds</b> Totals	2	\$3,881.39
		258	\$504,807.74



# Board of Public Works Claim Register

Invoice Date Range 04/30/18 - 04/30/18  
Bank Fees for March 2018

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 (50101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCDept03-18	06-CC Dept March 2018	Paid by EFT # 22812		04/30/2018	04/30/2018	04/30/2018		04/30/2018	5.00
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$5.00
Program 010000 - Main Totals									Invoice Transactions 1	\$5.00
Department 01 - Animal Shelter Totals									Invoice Transactions 1	\$5.00
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCDept03-18	06-CC Dept March 2018	Paid by EFT # 22812		04/30/2018	04/30/2018	04/30/2018		04/30/2018	16.64
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$16.64
Program 020000 - Main Totals									Invoice Transactions 1	\$16.64
Department 02 - Public Works Totals									Invoice Transactions 1	\$16.64
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCDept03-18	06-CC Dept March 2018	Paid by EFT # 22812		04/30/2018	04/30/2018	04/30/2018		04/30/2018	5.00
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$5.00
Program 060000 - Main Totals									Invoice Transactions 1	\$5.00
Department 06 - Controller's Office Totals									Invoice Transactions 1	\$5.00
Department 13 - Planning										
Program 130000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCDept03-18	06-CC Dept March 2018	Paid by EFT # 22812		04/30/2018	04/30/2018	04/30/2018		04/30/2018	5.00
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$5.00
Program 130000 - Main Totals									Invoice Transactions 1	\$5.00
Department 13 - Planning Totals									Invoice Transactions 1	\$5.00
Fund 101 - General Fund (50101) Totals									Invoice Transactions 4	\$31.64
Fund 452 - Parking Facilities(59502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	26-GargFees03-18	26-Garage Fees March 2018	Paid by EFT # 22811		04/30/2018	04/30/2018	04/30/2018		04/30/2018	1,660.21
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$1,660.21
Program 260000 - Main Totals									Invoice Transactions 1	\$1,660.21
Department 26 - Parking Totals									Invoice Transactions 1	\$1,660.21
Fund 452 - Parking Facilities(59502) Totals									Invoice Transactions 1	\$1,660.21
Fund 454 - Alternative Transport(56301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	CCDept03-18	06-CC Dept March 2018	Paid by EFT # 22812		04/30/2018	04/30/2018	04/30/2018		04/30/2018	8.31
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$8.31
Program 020000 - Main Totals									Invoice Transactions 1	\$8.31
Department 02 - Public Works Totals									Invoice Transactions 1	\$8.31
Fund 454 - Alternative Transport(56301) Totals									Invoice Transactions 1	\$8.31
Grand Totals									Invoice Transactions 12	\$1,700.16



# Board of Public Works Claim Register

Invoice Date Range 05/01/18 - 05/02/18

Utilities

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department <b>28 - ITS</b>										
Program <b>280000 - Main</b>										
Account <b>53210 - Telephone</b>										
1079 - AT&T	812339226104-18	28-phone charges-3/20-4/19/18-#812 339-2261	Paid by Check # 67716		05/01/2018	05/01/2018	05/01/2018		05/02/2018	5,539.84
Account <b>53210 - Telephone</b> Totals								Invoice Transactions 1		\$5,539.84
Program <b>280000 - Main</b> Totals								Invoice Transactions 1		\$5,539.84
Department <b>28 - ITS</b> Totals								Invoice Transactions 1		\$5,539.84
Fund <b>101 - General Fund (S0101)</b> Totals								Invoice Transactions 1		\$5,539.84
<b>Fund 454 - Alternative Transport(S6301)</b>										
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>53210 - Telephone</b>										
1838 - Verizon Wireless	9805934831	14-Pkg Enf Officers-phone charges 3/24-	Paid by Check # 67719		05/01/2018	05/01/2018	05/01/2018		05/02/2018	104.04
Account <b>53210 - Telephone</b> Totals								Invoice Transactions 1		\$104.04
Program <b>020000 - Main</b> Totals								Invoice Transactions 1		\$104.04
Department <b>02 - Public Works</b> Totals								Invoice Transactions 1		\$104.04
Fund <b>454 - Alternative Transport(S6301)</b> Totals								Invoice Transactions 1		\$104.04
Grand Totals								Invoice Transactions 4		\$5,643.88

# REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	3/29/2018	EFT	804	FLEX	4/2/2018	533.01
2	3/30/2018	EFT	804	FLEX	4/2/2018	453.45
3	3/31/2018	EFT	804	FLEX	4/2/2018	387.93
4	4/1/2018	EFT	804	FLEX	4/2/2018	40.00
5	4/2/2018	EFT	804	FLEX	4/3/2018	20.00
6	4/3/2018	EFT	804	FLEX	4/3/2018	460.00
7	4/3/2018	EFT	804	FLEX	4/4/2018	200.12
8	4/4/2018	EFT	804	FLEX	4/5/2018	291.77
9	4/5/2018	EFT	804	FLEX	4/6/2018	255.13
10	4/6/2018	EFT	804	H.S.A. ER	4/6/2018	1,043.81
11	4/5/2018	EFT	804	H.S.A. ER	4/5/2018	187.00
12	4/6/2018	EFT	804	FLEX	4/9/2018	436.42
13	4/7/2018	EFT	804	FLEX	4/9/2018	329.66
14	4/8/2018	EFT	804	FLEX	4/9/2018	20.00
15	4/9/2018	EFT	801	IACT	4/10/2018	781,256.63
16	4/9/2018	EFT	804	FLEX	4/11/2018	178.05
17	4/10/2018	EFT	804	FLEX	4/11/2018	150.00
18	4/10/2018	EFT	804	FLEX	4/11/2018	244.64
19	4/10/2018	EFT	800	Workers Comp	4/11/2018	776.80
20	4/11/2018	EFT	804	FLEX	4/12/2018	490.12
21	4/12/2018	EFT	804	H.S.A. EE	4/12/2018	16,683.51
22	4/12/2018	EFT	804	FLEX	4/13/2018	1,653.00
27	4/13/2018	EFT	804	FLEX	4/16/2018	2,294.43
28	4/14/2018	EFT	804	FLEX	4/16/2018	327.62
29	4/15/2018	EFT	804	FLEX	4/16/2018	243.83
26	4/16/2018	EFT	804	FLEX	4/17/2018	45.34
30	4/17/2018	EFT	804	FLEX	4/18/2018	489.76
25	4/18/2018	EFT	804	FLEX	4/20/2018	1,097.31
24	4/19/2018	EFT	804	FLEX	4/20/2018	662.77
23	4/18/2018	EFT	801	Gym/Massage	4/18/2018	3,025.00
31	4/20/2018	EFT	804	FLEX	4/24/2018	50.39
32	4/21/2018	EFT	804	FLEX	4/24/2018	878.05
33	4/20/2018	EFT	804	FLEX	4/24/2018	606.43
34	4/23/2018	EFT	804	FLEX	4/24/2018	1,113.32
35	4/24/2018	EFT	804	FLEX	4/24/2018	108.20
36	4/23/2018	EFT	800	Workers Comp	4/24/2018	3,965.91
37	4/23/2018	EFT	800	Workers Comp	4/24/2018	9,222.27
38	4/24/2018	EFT	804	FLEX	4/25/2018	447.71
39	4/25/2018	EFT	804	FLEX	4/26/2018	1,024.02
40	4/26/2018	EFT	801	H.S.A. EE	4/26/2018	16,541.51
41	4/28/2018	EFT	804	FLEX	4/27/2018	803.63
42	4/27/2018	EFT	804	FLEX	4/30/2018	501.87
43	4/28/2018	EFT	804	FLEX	4/30/2018	359.22
44	4/30/2018	EFT	801	IACT	5/1/2018	765,043.15
45	4/30/2018	EFT	801	Dental	5/1/2018	43,025.20
46		EFT	804	FLEX		
47		EFT	804	FLEX		
48		EFT	804	FLEX		
49		EFT	801	CIGNA		
50		EFT	804	FLEX		
51		EFT	804	FLEX		
52		EFT	804	FLEX		

**1,657,799.99**

## ALLOWANCE OF CLAIMS

**\$ 1,657,799.99**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_.

\_\_\_\_\_  
 \_\_\_\_\_

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

Fiscal Office \_\_\_\_\_



## REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/30/2018	Bank Fees				1,700.16
5/18/2018	Claims				504,807.74
5/2/2018	Sp Utility Cks				5,643.88
4/30/2018	Month Of April HSA/WorkComp/MT & Gym/CIGNA				1,657,799.99
					<u>2,169,951.77</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 \$ 2,169,951.77

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year of 20\_\_\_\_\_.

\_\_\_\_\_  
 \_\_\_\_\_

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

Fiscal Office \_\_\_\_\_