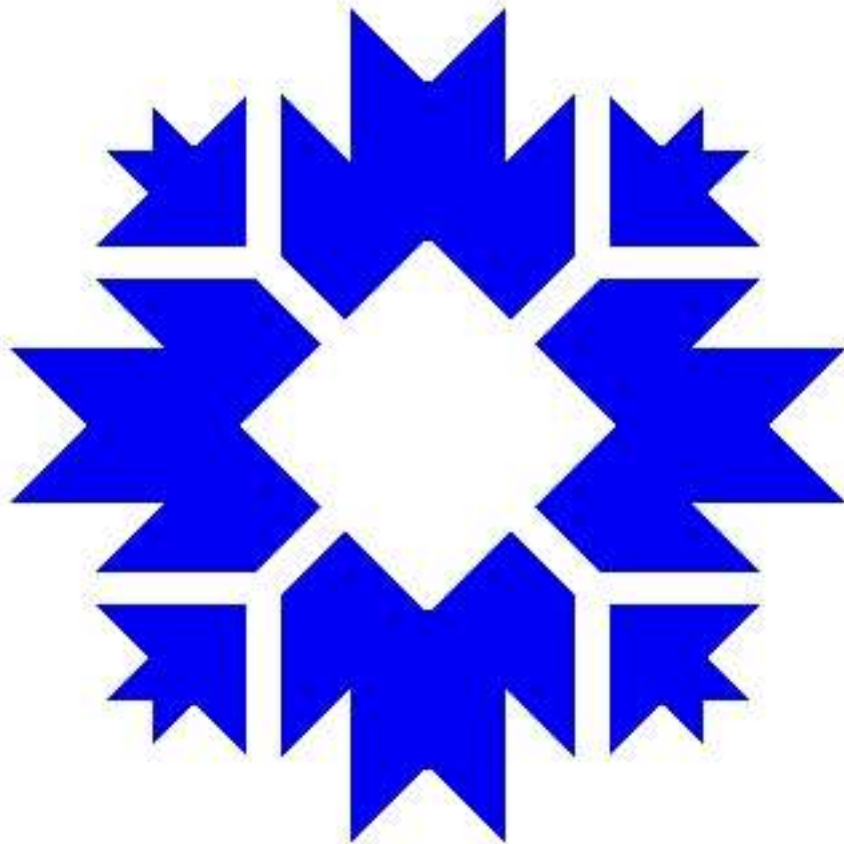


Board of Public Works Meeting

May 29, 2018



**AGENDA
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, May 29, 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. TITLE VI VIOLATIONS**
 - 1. Permission to Abate 516 W. 15th St.**
 - 2. Permission to Abate 1016 W. Kirkwood Ave.**
- IV. CONSENT AGENDA**
 - 1. Approval of Minutes – May 15, 2018**
 - 2. Resolution 2018-49: To Dispose of Surplus Personal Property Owned by the City of Bloomington Legal Department**
 - 3. Resolution 2018-50: Allow Pushcart Vendor to Operate in Public Right-of-Way Sweet Valley Icecream)**
 - 4. Approve Noise Permit Request for Russian Recording 15 Year Anniversary Party (Saturday, 6/30)**
 - 5. Approval of Payroll**
- V. NEW BUSINESS**
 - 1. Resolution 2018-51: Uphold Order to Remove Unsafe Structure at 1002 W. 6th St.**
 - 2. Request from City of Bloomington Utilities (CBU) to Close Portion of E. Kirkwood Ave. for Culvert Replacement Project**
 - 3. Approve Contract with Nature’s Way for Bloomfield Path Landscaping**
 - 4. Request from Miracle Worker Construction to Use Public Right-of-Way on S. Dunn St. for Grease Interceptor Installation**
 - 5. Approve Contract with Color Theory for City Hall Parking Lot Awnings Painting Project**
- VI. STAFF REPORTS & OTHER BUSINESS**
- VII. APPROVAL OF CLAIMS**
- VIII. ADJOURNMENT**

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



Board of Public Works Staff Report

Project/Event: 516 W. 15th permission to abate Title 6 violations
Petitioner/Representative: HAND
Staff Representative: Jo Stong
Date: May 29, 2018

Report: The above property was issued notices of violation on May 2, May 9 and May 16, 2018. The owner lives out of town and has not responded to the violations. We are asking for permission to enter the property to abate violations of Title 6, specifically overgrowth of grass and weeds and accumulation of brush, and for a continuous order of abatement for this property through the end of the mowing season (October 31, 2018).

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

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS ORDER OF ABATEMENT

(Overgrowth of Grass and Weeds, Yard Waste)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this ORDER OF ABATEMENT for the property located at: 516 W. 15th Street, Bloomington, IN, with a legal description of 013-20160-00 Outlot Pt 115 (Hereinafter referred to as the "Property").

This ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party contractor hired by the City of Bloomington, to enter onto the Property to remove the overgrowth of grass, weeds and yard waste located on the Property, and to continue to do so whenever necessary to bring the property into compliance through the end of the mowing season.

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

So Ordered this 29th Day of May, 2018.

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



City of Bloomington Housing and Neighborhood Development

On May 2, May 9, and May 16, 2018, Housing and Neighborhood Development (HAND) issued a ticket for the following violation of the City of Bloomington Municipal Code.

_____ 6.04.070 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

This ticket was issued to the property located at 516 W. 15th Street. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

BPW Meeting Date: May 29, 2018 Abatement Approved: (Y/N)

Property Owner: Robert Kirk Sr.

Address: 212 Luther Circle
Jeffersonville IN 47130

Is this a rental? (Y/N) (N) VACANT LOT

Agent: _____

Address: _____

Parcel Number: 53-05-32-101-002.000-005

Legal Description: 013-20160-00 :outlot PT 115



5:16-18 55



**City of Bloomington
Public Works Department**

May 30, 2018

Robert Kirk Sr.
212 Luther Circle
Jeffersonville, IN 47130

Re: Property located at 516 W. 15th Street, Bloomington, IN

Dear Robert Kirk Sr.,

On May 29, 2018 the City of Bloomington's Board of Public Works met and considered the Department of Housing and Neighborhood Development's (hereinafter "HAND") request to enter the property located at 516 W. 15th Street (parcel#53-05-32-101-002.000-005, legal description 013-20160-00 Outlot Pt 115) to abate a violation of the Bloomington Municipal Code 6.06.050. More specifically, the Board of Public Works determined that the property located at 516 W. 15th Street was being unlawfully maintained in that the property was overgrown with weeds, grass or noxious plants beyond the height of eight (8) inches. At this meeting, the Board did grant HAND, or its designee, the right to enter the property to abate the violation. Once the abatement is complete you will be billed for all associated costs. Pursuant to BMC 6.06.080 you have 10 (ten) days to pay the bill. If you do not pay the abatement bill within that time, a lien will be placed on your property with the Monroe County Auditor.

You may contest this order of abatement or billing in the Monroe County Circuit Courts, but must do so within ten (10) days of the abatement order being issued.

The Board's Order is continuous and shall remain in effect until October 31, 2018. This continuous abatement notice serves as notice that each subsequent violation of this chapter may be abated by the city or its private third-party contractors.

Regards,

Adam Wason,
Director



Board of Public Works Staff Report

Project/Event: 1016 W. Kirkwood Avenue permission to abate
Title 6 violations

Petitioner/Representative: HAND

Staff Representative: Jo Stong

Date: May 29, 2018

Report: The above property was issued citations for violations of Title 6 on May 2, May 9, and May 16, 2018, including overgrowth, trash and brush on the property. There has been no response to the citations. We are requesting permission to enter the property to abate the violations.

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

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS ORDER OF ABATEMENT

(Overgrowth, Garbage, Yard Waste)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this ORDER OF ABATEMENT for the property located at: 1016 W Kirkwood Avenue, Bloomington, IN, with a legal description of 013-30940-00 Davis Lot 49 (Hereinafter referred to as the "Property").

This ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party contractor hired by the City of Bloomington, to enter onto the Property to remove the overgrowth of weeds as well as yard waste and garbage located upon the Property.

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

So Ordered this 29th Day of May, 2018.

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



City of Bloomington
Housing and Neighborhood Development

On May 2, May 9, and May 16, 2018, Housing and Neighborhood Development (HAND) issued a ticket for the following violation of the City of Bloomington Municipal Code.

6.04.070 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

This ticket was issued to the property located at 1016 W. Kirkwood Ave. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

BPW Meeting Date: 5.29.18 Abatement Approved: (Y/N)

Property Owner: Anwar Naderpoor

Address: 3313 S. Forester Ave. Street
Bloomington IN 47401

Is this a rental? (Y/N) Vacant

Agent: -

Address:

Parcel Number: 53-05-32-410-041-000-005

Legal Description: 013-30940-00 Davis Lot 49



5-16-18 JS



5.16.18
J9



**City of Bloomington
Public Works Department**

May 30, 2018

Anwar Naderpoor
3313 S. Forester Street
Bloomington, IN 47401

Re: Property located at 1016 W Kirkwood Avenue, Bloomington

Dear Anwar Naderpoor,

On May 29, 2018 the City of Bloomington's Board of Public Works met and considered the Department of Housing and Neighborhood Development's (hereinafter "HAND") request to enter the property located at 1016 W Kirkwood Avenue (Parcel #53-05-32-410-041.000-005, legal description 013-30940-00 Davis Lot 49) to abate violations of Bloomington Municipal Code sections 6.06.020 & 6.06.050. More specifically, the Board of Public Works determined that the property located at 1016 W. Kirkwood Avenue was being unlawfully maintained in that accumulated or scattered garbage, rubbish, trash, or other refuse was on the property, and that the property was overgrown with weeds, grass or noxious plants beyond the height of eight (8) inches. At this meeting, the Board of Public Works granted HAND, or its designee, permission to enter the property located at 1016 W. Kirkwood Avenue to abate the aforementioned violations. Once the abatement is complete you will be billed for all associated costs.

Pursuant to BMC 6.06.080 once the abatement is complete you have 10 (ten) days to pay the bill. After that time a lien on your property will be placed with the Monroe County Auditor. You may contest this order of abatement or billing in the Monroe County Circuit Courts, but must do so within ten (10) days of the abatement order being issued.

Regards,

Adam Wason
Director

The Board of Public Works meeting was held on Tuesday, May 15, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Beth Hollingsworth

ROLL CALL

City Staff: Adam Wason – Public Works
Russell White – Planning & Transportation
Sara Gomez – Planning & Transportation
Dan Backler – 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

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

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. 3rd St.
4. Approval of Payroll for 5/11/18 in the amount of \$387,803.66

CONSENT AGENDA

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

NEW BUSINESS

Adam Wason, with Public Works, presented Resolution 2018-45: Use of City Streets for 4th & Rogers Block Party (Friday, 6/1). See meeting packet for further details.

Resolution 2018-45: Use of City Streets for 4th & Rogers Block Party (Friday, 6/1)

Wason added that this is a small expansion of the normal footprint for events organized by the petitioner.

Hollingsworth made a motion to approve Resolution 2018-45: Use of City Streets for 4th & Rogers Block Party (Friday, 6/1). Cox

Deckard seconded. The motion passed. Resolution 2018-45 approved.

Russell White, with Planning & Transportation, presented Change Orders 1 & 2 for Rockport Rd. Sidewalk Project. See meeting packet for further details.

Approve Change Orders 1 & 2 for Rockport Rd. Sidewalk Project

Hollingsworth asked about the cost.

White confirmed. He said it is approximately 3 percent of the original project.

Hollingsworth made a motion to approve Change Orders 1 & 2 for Rockport Rd. Sidewalk Project. Cox Deckard seconded. The motion passed. Change orders approved.

Sara Gomez, with Planning & Transportation, presented the Request of Permission for Weddle Bros. to Close Union St. between 7th St. & 10th St. for IU Eigenmann Hall Steam Service Project. See meeting packet for further details.

Request of Permission for Weddle Bros. to Close Union St. between 7th St. & 10th St. for IU Eigenmann Hall Steam Service Project

Hollingsworth asked if the project will begin tomorrow.

Scott Lentz, with Weddle Bros., confirmed. He explained this is scheduled to be complete in August.

Cox Deckard asked if the local traffic passageways will allow access to the parking lots in that area.

Lentz confirmed.

Hollingsworth made a motion to approve the Request of Permission for Weddle Bros. to Close Union St. between 7th St. & 10th St. for IU Eigenmann Hall Steam Service Project. Cox Deckard seconded. The motion passed. Closure approved.

Dan Backler, with Planning & Transportation, presented Resolution 2018-46: Request to Close Public Right-Of-Way to Dismantle Tower Crane in Kirkwood Ave by Weddle Bros. Building Group, LLC. See meeting packet for further details.

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

Hollingsworth asked if the second crane would be used to dismantle the current crane.

Backler confirmed.

Hollingsworth made a motion to approve Resolution 2018-46: Request to Close Public Right-Of-Way to Dismantle Tower Crane in

Kirkwood Ave. by Weddle Bros. Building Group, LLC. Cox Deckard seconded. The motion passed. Resolution 2018-46 approved.

Backler presented 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. See meeting packet for further details.

Cox Deckard noted that the awnings would have the same footprint as the previous ones.

Hollingsworth made a motion to approve 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. Cox Deckard seconded. The motion passed. Resolution 2018-47 approved.

Backler presented 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.

Cox Deckard noted that the structure is currently in place.

Hollingsworth made a motion to approve 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. Cox Deckard seconded. The motion passed. Resolution 2018-48 approved.

Ryan Daily, with Parking Garage Operations, presented Change Order #4 with Cassady for Garage Rewiring Project. See meeting packet for further details.

Hollingsworth made a motion to approve Change Order #4 with Cassady for Garage Rewiring Project. Cox Deckard seconded. The motion passed. Change order approved.

James Boruff, with Facilities Maintenance & Operations, presented the Mowing Contract for Public Works Locations. See meeting packet for further details.

Boruff added that City Lawn has been used for several years.

Hollingsworth made a motion to approve the Mowing Contract for Public Works Locations. Cox Deckard seconded. The motion passed. Contract approved.

**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**

**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.**

**Approve Change Order
#4 with Cassady for
Garage Rewiring Project**

**Approve Mowing
Contract for Public
Works Locations**

**STAFF REPORTS &
OTHER BUSINESS**

Wason provided the following announcements:

- I-69 Update: The Tapp Rd. Bridge should open by 6/1/18. The 2nd St. Overpass is on schedule to open by the second week of June. The 3rd St. Overpass is not scheduled to be open until late August. Over the next few days, lane shifts and signal retiming will be conducted.

Cox Deckard asked why the signals switched to a flashing light at the 3rd St. Overpass.

Wason explained that is the procedure when the signal is malfunctioning.

- Recycling Markets: Several private haulers have noted that recycling markets are changing rapidly. Recycling processing is likely to face cost increases in the future.

Cox Deckard asked about plastic bags.

Wason explained that Monroe County collects the Grade C bags. However, the demand for those has decreased significantly. It is likely that those items will not be accepted as a recyclable item. He added that overall the changes with the new Sanitation program are moving along pretty seamlessly. He reminded residents that large item pickups cost \$10 and that the fee will be added to the water bill.

- Pets & Heat: He reminded residents about the dangers of leaving a pet inside of a car on a hot day. It only takes a few minutes for the animal to sustain heat related injuries or death.

Wason addressed the following items on the claims register: Pedestrian Safety and Services and Animal Care & Control Medical claims.

**APPROVAL OF
CLAIMS**

Hollingsworth moved to approve the Claims Register for 4/30/18 to 5/18/18 in the amount of \$2,169,951.77. Cox Deckard seconded. The motion passed. Claims approved.

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

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Beth Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Request to Designate Legal Reference Books as Surplus Property and Allow Them to be Donated to an Artist

Petitioner/Representative: Legal Department

Staff Representative: Jackie Moore

Date: 5/29/2018

Report: The Legal Department has a large quantity of reference books that it no longer needs and would like to have them declared surplus. The books are outdated, as updates have not been done for a number of years. All of the cases and information contained in the reference books is available online. Samuel Levi Jones is an Indiana artist who would like to incorporate the books in his artwork, and the Legal Department would like to donate the books to him.

Recommendation and Supporting Justification: Recommend declaring the books surplus and allowing them to be donated to an artist who will use them in his art.

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

**BOARD OF PUBLIC WORKS
RESOLUTION 2018-49**

**TO DONATE SURPLUS PROPERTY
FROM THE CITY OF BLOOMINGTON LEGAL DEPARTMENT**

WHEREAS, the City of Bloomington Legal Department is in possession of a large quantity of reference books which the Department no longer needs or uses; and

WHEREAS, these reference books are outdated, as updates for the books have not been purchased for a number of years, and the cases or information contained therein is available online; and

WHEREAS, the reference books are identified on Attachment A, which is attached hereto and incorporated herein by reference; and

WHEREAS, an Indiana artist known as Samuel Levi Jones wishes to take possession of the books for use in his art; and

WHEREAS, pursuant to Indiana Code Sections 5-22-22-6 and 5-22-22-8, the City of Bloomington Board of Public Works may consider these books both surplus and worthless as any value of the books is less than the estimated cost of the transportation and sale of the books; and

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

1. The reference books identified on Attachment A are hereby declared to be both surplus and worthless personal property, as the costs of transporting and conducting a private sale of the books exceeds their value.
2. The Board of Public Works hereby grants the City of Bloomington Legal Department permission to dispose of the reference books by donating the same to Indiana artist Samuel Levi Jones.
3. The City of Bloomington Board of Public Works and the Legal Department make no representation or warranty regarding the quality of this surplus and worthless property, which is being transferred on an "as-is" basis. By his acceptance of these reference books, Samuel Levi Jones agrees that he shall waive any and all claims against the City of Bloomington, its officers, employees and agents, for any personal injury or property damage that may arise from the use of the donated surplus and worthless property.

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

Attest: _____
Philippa M. Guthrie, Corporation Counsel
Legal Department

ACCEPTED AND APPROVED by Sam _____ this _____ day of _____, 2018.

Samuel Levi Jones

ATTACHMENT A

1. West's Indiana Digest 2nd, 2004, 100 volumes with 6 pocket parts
2. Sutherland Statutory Construction, 5th edition, 1992, 8 volumes
3. Indiana Forms of Pleading and Practice, 1991, 6 volumes
4. Municipal Ordinances, 1998, 8 volumes
5. American Jurisprudence, 1961, 21 volumes
6. Criminal Law, La Fave & Scott, 1972, 1 volume
7. Skelton Boundaries and Adjacent Properties, 1930, 1 volume
8. Indiana Pattern Jury Instructions, 1966, 1 volume
9. How Arbitration Works, 1976, 1 volume
10. Labor Relations Law in the Public Sector, 1974, 1 volume
11. West's Indiana Cases N.E.2d (339 volumes)
12. US Supreme Court Reporter, 144 volumes
13. Current Municipal Problems, 1977, 10 volumes
14. Modern Legal Forms, 1963, 18 volumes
15. Burns Indiana Statutes Annotated- Code Edition (34 volumes)
16. Trial Handbook for Indiana Lawyers 1982 (2 Volumes)
17. University Casebook Series 1989 (14 volumes)



Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Georgia Brown – dba Sweet Valley Ice Cream LLC

Staff Representative: Laurel Waters

Meeting Date: May 30, 2018

Georgia Brown, owner of Sweet Valley Ice Cream, has applied for a Mobile Vendor License to operate a food truck. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development and Legal Department have reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the checklist that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a fully-contained food truck selling individually frozen ice cream treats, water, and soft drinks.

This application is for one (1) year.

Staff is supportive of the request.

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2018-50**

**Mobile Vendor in Public Right of Way
Georgia Brown dba Sweet Valley Ice Cream LLC**

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

WHEREAS, Georgia Brown dba Sweet Valley Ice Cream LLC (“Vendor”) intends to seek a Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on May 30, 2018, and ending on May 30, 2019.

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

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

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

RESOLUTION 2018-50

conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.

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

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

ADOPTED THIS _____ DAY OF MAY, 2018.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2018-50** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Georgia Brown dba Sweet Valley Ice Cream LLC

Date: _____



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name: Georgia Brown
 Title/Position: Owner / partner
 Date of Birth: 3-17-48
 Address: 1385 Mozart Lane
 City, State, Zip: Spencer, IN. 47460
 E-Mail Address: SweetValleyIcecream@gmail.com
 Phone Number: 812-585-2846 Mobile Phone: 812-585-2846

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

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

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

4. Company Information

Name of Employer: Sweet Valley Ice Cream LLC

Address of Employer: 1385 Mozart Lane

City, State, Zip: Spencer IN 47460

Employment Start Date: 9-15-2017 End Date (If known):

Phone Number: 812-585-2846

Website / Email:

Company is a: Limited Liability Corporation (LLC) Corporation Partnership Sole Proprietor Other:

5. Company Officer Information

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

Name	Address
Jason Hill	1426 S. Richland Ave Indpls. IN 4622
Charlene Hill	1426 S. Richland Ave Indpls. IN 4622
Georgia Brown	1385 Mozart Lane Spencer, IN. 47460

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

Date of incorporation or organization: 9-15-2017

State of incorporation or organization: 9-15-2017 Indiana

(If Not Indiana) Date qualified to transact business in state of Indiana:

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

Individually frozen ice cream. Ice cream made at One World Commissary with an Emery Thompson Ice Cream machine, frozen, then sold from the mobile unit. Product will remain frozen until sold.

Planned hours of operation: 11am - 8pm

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

Unknown at present time

Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.

Please Attach

Parked at 1385 Mozart Lane
Spence, IN 47460
2 acres

Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?

Yes

No

(If Yes) Provide details

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

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

For City Of Bloomington Use Only

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



State Form 43009 (10-1-17)
Approved by State Board of
Accounts 2018

INDIANA CERTIFICATE OF VEHICLE REGISTRATION



CLASS	AGE	REG DATE	EXP DATE	COUNTY	TP	PL YR	PLATE	PL YR	WEIGHT	PK YR	LS	TYPE	PRIOR YR PL
14	2	06/28/17	06/15/17	29 - HAMILTON	X	18	FL324AAW	FL	9		Y	VA	
SEPARATION DATE	MUNICIPALITY			VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER		TYPE	COLOR	WTH/		
05/28/19	FISHERS			17	RAM	TRD	3C6TRV082HE548621		VA				
CURRENT YEAR TAX	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	COL. UNDELTAX	SALES UNDELTAX	STATE REG FEE	ADMIN FEE	TOTAL				
360.00	304.00	0.00	304.00	0.00	0.00	0.00	36.85	0.00	39.85				
PRIOR YEAR TAX	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	COL. UNDELTAX	SALES UNDELTAX	STATE REG FEE	ADMIN FEE	TOTAL				
	360.00	350.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
REGISTRATION LICENSE TYPE FLEET VEHICLE TRUCK 9000													



VL
Legal Address
7263 FISHERS LANDING DR
FISHERS IN 46038-2439

ENTERPRISE LSG CO OF INDPLS LL
7263 FISHERS LANDING DR
FISHERS, IN 46038-2439



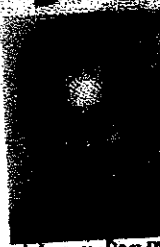
100232-22

BATCH# 33270 SEQUENCE# 22



INDIANA

EXPIRES 02/27/2018



Georgia Brown

4a DLN 8970-09-8400

4b Iss 02/27/2018

1 **BROWN**

2 **GEORGIA KAY**

8 1385 MOZART LN
SPENCER, IN 47460


9 Class

10a End NONE

12 Res B

3 DOB 03/17/1988

5 DD 02271843680040



11a Sex F

11b Hgt 5'4"

11c Wgt 180


18 Eyes BRN

19 Hair BRN

0701206721031


Rev. Date 08/21/2008

03/17/1988



ENDORSEMENTS: NONE

RESTRICTIONS: B-Corrective Lenses





STATE OF INDIANA

Eric J. Holcomb, Governor

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

Certification of Driver's Record

For: GEORGIA KAY BROWN
DOB: 03/17/1948
STATUS: VALID as of 04/19/2018
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 19th of April, 2018.

Mark E. Dehn, Director of Driver Records





STATE OF INDIANA

Eric J. Holcomb, Governor

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

Peter L. Lacy, Commissioner

Indiana Official Driver Record

As of 04/19/2018 10:49 am

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

GEORGIA KAY BROWN
1385 MOZART LN
SPENCER, IN 47460-6312

License number: 8970-09-8436
License type: OPERATOR
License expires: 03/17/2024
License status: VALID

Birth date: 03/17/1948

Gender: FEMALE

Current points: 0
Social Security #:

Physical Description: Height: 5'5" Weight: 180lbs Hair color: RED/AUBURN Eye color: BROWN
Donor: N

Endorsements: None

Pending Endorsements: None

Restrictions: CORRECTIVE LENSES

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points!)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat

**** Continued on Next Page ****

Driver number: 8970-09-8436 GEORGIA KAY BROWN DOB: 03/17/1948
 08/16/2013 4 SPEEDING 74/55 08/08/2013 MARION SUP CRIMINAL No No
 DIV 13 /
 49G131308IF067314

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	02/27/2018	1385 MOZART LN	SPENCER	IN	47460-6312
5	02/25/2012	1385 MOZART LN	SPENCER	IN	47460-6312
4	11/07/2002	445 PARK DR	GREENWOOD	IN	46143-1232
3	05/30/1997	445 PARK DRIVE	GREENWOOD	IN	46143
2	11/15/2001	445 PARK DRIVE	GREENWOOD	IN	46143

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	02/27/2018	1385 MOZART LN	SPENCER	IN	47460-6312
5	02/25/2012	1385 MOZART LN	SPENCER	IN	47460-6312
4	11/07/2002	445 PARK DR	GREENWOOD	IN	46143-1232

Driver number: 8970-09-8436 GEORGIA KAY BROWN

DOB: 03/17/1948

Credential Issuance

Interim Credential Issue Date: 2/27/2018, Expiration Date: 3/29/2018, Reason: RENEWAL DL W/O CARD, IN-STATE,
Control #: 11816468

Issue Date: 02/27/2018, Renew License, OPERATOR, Endorsements: None, Restrictions: B, Expiration Date: 03/17/2024

Interim Credential Issue Date: 2/25/2012, Expiration Date: 3/26/2012, Reason: RENEWAL DL W/ CARD, IN-STATE,
Control #: 2434781

Issue Date: 02/25/2012, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date:
02/27/2018

Issue Date: 11/15/2001, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date:
03/17/2006

Issue Date: 02/16/1999, Amend License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date:
03/17/2001

Issue Date: 05/30/1997, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date:
03/17/2001

Issue Date: 04/06/2006, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date:
03/17/2012

Remarks

No Remarks were found.

* End of Driver Record *

DOT DVIR Pre-Rental Inspection Checklist - Van & Stake Truck Body

Unit #: 7PP4FC Miles: 20656 DOT Date: N/A Telematics Device connected? Yes No

> Chock wheels

- Annual inspection and DOT inspection stickers are current; and DOT number is present on cab. *N/A*
- License plates are secure and registration stickers are valid.
- Low air pressure alarm functions properly, both visual and audible warnings. *N/A*

> Start engine after intake heater cycles off.

- Warning lights (ABS, engine, regen) illuminate briefly after starting the engine but do not stay illuminated.
- Fire extinguisher and triangle kit are secured and extinguisher is charged.
- Registration and insurance are valid and proper paperwork is in the rear window pouch.
- Horn, visor, and windshield washer function properly. (Spare fuses are available in the fuse panel.)
- Air conditioner, heater, and defroster function properly.
- Windshield and windows are free of chips and cracks larger than the middle circle on the Damage Evaluator.
- Parking brake and back-up alarm are functioning properly. Apply brakes and shift vehicle to reverse.
- All seats, seat belts, and buckles are in good condition and function properly.



NK
INITIALS

> Turn engine off and turn on headlights, flashers, liftgate switch, and box lights. Verify the parking brake is applied.

- Marker/cab lights and box lights are operational and secure. Flashers and park lights are operational and reflectors are installed and undamaged.
- Liftgate is in good condition and functions properly (through entire range). Liftgate extension is level and safety features are functioning properly.
- Dock bumpers and steps are intact.
- Liftgate warnings, instructions, and capacity stickers are present. Liftgate cover and switch are secure.
- Rear door (panels, cables, and frame) is in good condition and functions properly.
- Door hinges, rollers, and track are intact. Use spray grease as needed.
- Side door (if equipped) is in good condition and functions properly. Stake gate (if equipped) sections are locked together and in good condition.
- Interior box lights, slats, e-tracks, and scuff panels are tight, intact, and function properly.
- Interior walls, ceiling, and floor are in good condition.
- Roof and exterior is free of damage and leaks.
- > Return to cab and turn off all lights and flashers and disable liftgate switch.**
- Batteries and cables are free of corrosion. Battery cover is secure.
- Mirrors are intact, secured, and properly adjusted.
- Fluid leaks are not visible on or under the engine.
- Wheel seal is not leaking and front hub oil is at the correct level.
- Wiper blades are in good condition.
- Engine oil, washer fluid, and DEF are at appropriate levels; add as needed.
- Coolant, power steering, and brake fluid are at appropriate level. Visual inspections only; do not open.
- Air Brakes / Hydraulic Brakes are in good condition and at the appropriate depth.
- Tire pressure for all tires is at appropriate level. Measure when tires are cold and adjust tire pressure to correct specification.
- Tire tread depth for all tires is greater than 4/32nds. Inspect tires for damage.
- Mud flaps are secure and body U-bolts are secure. Truck has appropriate signage.

Inspected by: [Signature]

Date: 3/10/18

November 2017



©2017 Enterprise Rent-A-Car 102761 1177



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2018

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

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

PRODUCER Shine Insurance Agency 103 N. College Ave. Suite A Bloomington IN 47404	CONTACT NAME: McKenzie Goodrich PHONE (A/C, No, Ext): (812) 679-8779 E-MAIL ADDRESS: mckenzie@shineinsurance.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Sweet Valley Ice Cream LLC 1385 Mozart Lane Spencer IN 47460	INSURER A: Secura Mutual Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

REVISION NUMBER:

COVERAGES**CERTIFICATE NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	20-CP-009445620	4/12/18	4/12/19	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		20-CP-009445620	4/12/18	4/12/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is Additional Insured as required by written contract.

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

McKenzie Goodrich

CERTIFICATE HOLDER

City of Bloomington

PO Box 100

Bloomington, IN, 47402

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2018

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

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

PRODUCER Shine Insurance Agency 103 N. College Ave. Suite A Bloomington IN 47404		CONTACT NAME: McKenzie Goodrich PHONE (A/C, No, Ext): (812) 679-8779 E-MAIL ADDRESS: mckenzie@shineinsurance.com	FAX (A/C, No):
INSURED Sweet Valley Ice Cream LLC 1385 Mozart Lane Spencer IN 47460		INSURER(S) AFFORDING COVERAGE INSURER A : Secura Mutual Insurance INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC #	

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

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

INSUR LTR	TYPE OF INSURANCE	ADDL	SUBR	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					20-CP-009445620	4/12/18	4/12/19	EACH OCCURRENCE	\$ 1000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					20-CP-009445620	4/12/18	4/12/19	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$								EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					N/A			PER STATUTE	OTH-ER
									E.L. EACH ACCIDENT	\$
									E.L. DISEASE - EA EMPLOYEE	\$
									E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Enterprise Leasing Company of Indianapolis, LLC is Loss Payee as related to 2017 Dodge Ram Promaster VIN 3C6TRVDG2HE548521

CERTIFICATE HOLDER

Enterprise Leasing Company of Indianapolis, LLC
7111 W. Washington Street
Indianapolis, IN 46241

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
McKenzie Goodrich

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

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Georgia Brown
Name, Printed

Georgia Brown
Signature

5/21/18
Date Release Signed

State of Indiana
Office of the Secretary of State

Certificate of Organization
of
SWEET VALLEY ICE CREAM LLC

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday,
September 15, 2017.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, September 15, 2017

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201709151214330 / 7701989

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



REGISTERED RETAIL MERCHANT CERTIFICATE

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

CONTROL NUMBER
1800148416355

SWEET VALLEY ICE CREAM
1385 MOZART LN
SPENCER, IN 47460-6312

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

000065



SWEET VALLEY ICE CREAM LLC
1385 MOZART LN
SPENCER, IN 47460-6312

TID: 0161680020

LOC: 001

FID: 82-2797561/0


ISSUED: 02/01/2018

EXPIRES: 02/29/2020

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

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

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

Date of this notice: 09-15-2017

Employer Identification Number:
82-2797561

Form: SS-4

Number of this notice: CP 575 B

SWEET VALLEY ICE CREAM LLC
GEORGIA BROWN MBR
1385 MOZART LN
SPENCER, IN 47460

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-2797561. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

Form 1065

03/15/2018

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

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

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

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

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

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

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- € No mobile food vendor unit shall locate in an alleyway.
- € Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- € Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- € No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- € No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- € No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- € No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- € No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- € No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- € No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- € No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: Georgia Brown

Signature: Georgia Brown

Date: 5-21-18

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

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

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: Georgia Brown

Signature: Georgia Brown

Date: 5-21-18

City of Bloomington
Fire Department



Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

(812) 332-9763
Fax (812) 332-9764

Food Vendor Certificate

Date: 05/22/2018

Business Name: Sweet Valley Ice Cream

Address: 1385 MOZART LN
Spencer, IN 47460

Phone: CELL 317-585-2846

The following permit has been issued:

Permit No. 18-0113

Type: FOOD Temporary Vender/Cooking

Issued Date: 05/22/2018

Effective Date: 05/22/2018

Expiration Date: 05/22/2019

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

Please contact City of Bloomington for more information.

Inspector: Tim Clapp



Date 5/22/2018



COMMISSARY AGREEMENT

Name of Mobile or pushcart unit Sweet Valley Ice Cream
Name of operator/phone#: Georgia Brown 812-585-2846

Name of Owner: Georgia Brown
Street Address of Owner: 1385 MOZART LANE
City/State/Zip: SPENCER IN. 47460
Phone Number: 812-585-2846

Title 410 IAC 7-24-113 of the Indiana State Department of Health Retail Food Establishment Sanitation Requirement states that "all mobile food units must meet minimum requirements pertaining to water and food source, sewage and solid waste disposal, cleaning and servicing facilities and renewal of supplies for mobile unit upkeep and must operate from a commissary that is revisited daily. In order to meet these requirements, a mobile unit operator may choose to make agreements with one or more provider as long as each meets the minimum requirements.

This form is to verify to the Monroe County Health Department that an agreement exists between the mobile unit operator and the provider and that the provider's facility is in compliance with the applicable requirements of the regulations.

I hereby certify that an agreement exists between:

(Name of Mobile Unit) Sweet Valley Ice Cream and

(Name of Facility) One World Kitchen Share

to use my facility during the stated time period of 4/1 -> and that my facility is in compliance with the regulations of 410 IAC 7-24-113 and will remain in compliance for the indicated time period.

Please indicate what services are being allowed by your facility:
(Example: warewashing, storage, food prep, wastewater disposal)

prep, warewashing, waste water disposal

Signed: Jay Burton
Title: General Manager
Facility Address/Phone Number: 23rd W. Rappel Ave 47404
Date: 4/18/18

ServSafe® CERTIFICATION

GEORGIA BROWN

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)—Confederation for Food Protection (CFP)

15867373

5287

CERTIFICATE NUMBER

EXAM FORM NUMBER

12/8/2017

12/8/2022

DATE OF EXAMINATION

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for current local requirements.



#0855

Sherman Brown
SVP, National Restaurant Association Solutions



ANSI Accredited Program, International Accreditation 2006, Issued on ADM 11 (2013) (Regulation 32, Standard A32)
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Contact us with questions at 175 W. Jackson Blvd., 2nd Floor, Chicago, IL 60604 or ServSafe@nraef.com

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

SWEET VALLEY ICE CREAM

Georgia Brown

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.

2018

Issued MAY 25 2018

By *Thomas W. Shuford*

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location



Parking 1385 Mozart Lane
Spencer, In 47460
Zacars



TODAY'S FLAVORS

Sweet Valley Ice Cream

home made
all natural
ice cream

of course it's good™



Board of Public Works Staff Report

Project/Event: Russian Recording 15 Year Anniversary Party
Petitioner/Representative: Matt Tobey, Russian Recording Studio
Staff Representative: Christina Smith
Meeting Date: May 29, 2018
Event Date: Saturday, June 30, 2018

Report: The Russian Recording Studio is requesting a noise permit for an outdoor music concert to celebrate their 15th Anniversary. The event takes place on Saturday, June 30th from 12 Noon to 11:00 p.m. inside the parking lot between 1021 S. Walnut Street (Russian Recording Studio) and 1023 S. Walnut Street (Color Theory).

Set up will take place between 9:00 a.m. and 11:30 a.m. and tear down between 10:00 p.m. and 11:00 p.m. Their anniversary party will include live bands, food trucks, and alcohol sales provided by Cardinal Spirits and Upland Brewing. Amplified music from the live bands will end at 10:00 p.m.

The entire perimeter of the event will be fenced and security will be stationed at the entrance and exit. All proceeds will be donated to The Community Kitchen and Indiana Recovery Alliance.

Event organizers have provided surrounding residents with an information packet that included the notice of public meeting letter, event layout map, and schedule.

Staff is supportive of the noise permit.



NOISE PERMIT

CITY OF BLOOMINGTON

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

Application and Permit Information

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

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

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

Event and Noise Information

Type or Name of Event:	Russian Recording 15 Year Anniversary Party				
Location of Event:	Russian Recording				
Date of Event:	Saturday, 6/30/18	Time of Event:	Start: 12 pm	End:	10/11 pm
Description of Noise:	Live bands with amplified instruments and vocals				
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Other:	
Will Noise be Amplified?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No			

Applicant Information

Name:	Matt Tobey				
Organization:	Russian Recording, LLC	Title:	Studio Manager		
Physical Address:	1021 S. Walnut St, Bloomington IN 47401				
Email Address:	matt@russianrecording.com	Phone Number:	(517) 896-1377		
Signature:			Date:	5/22/18	

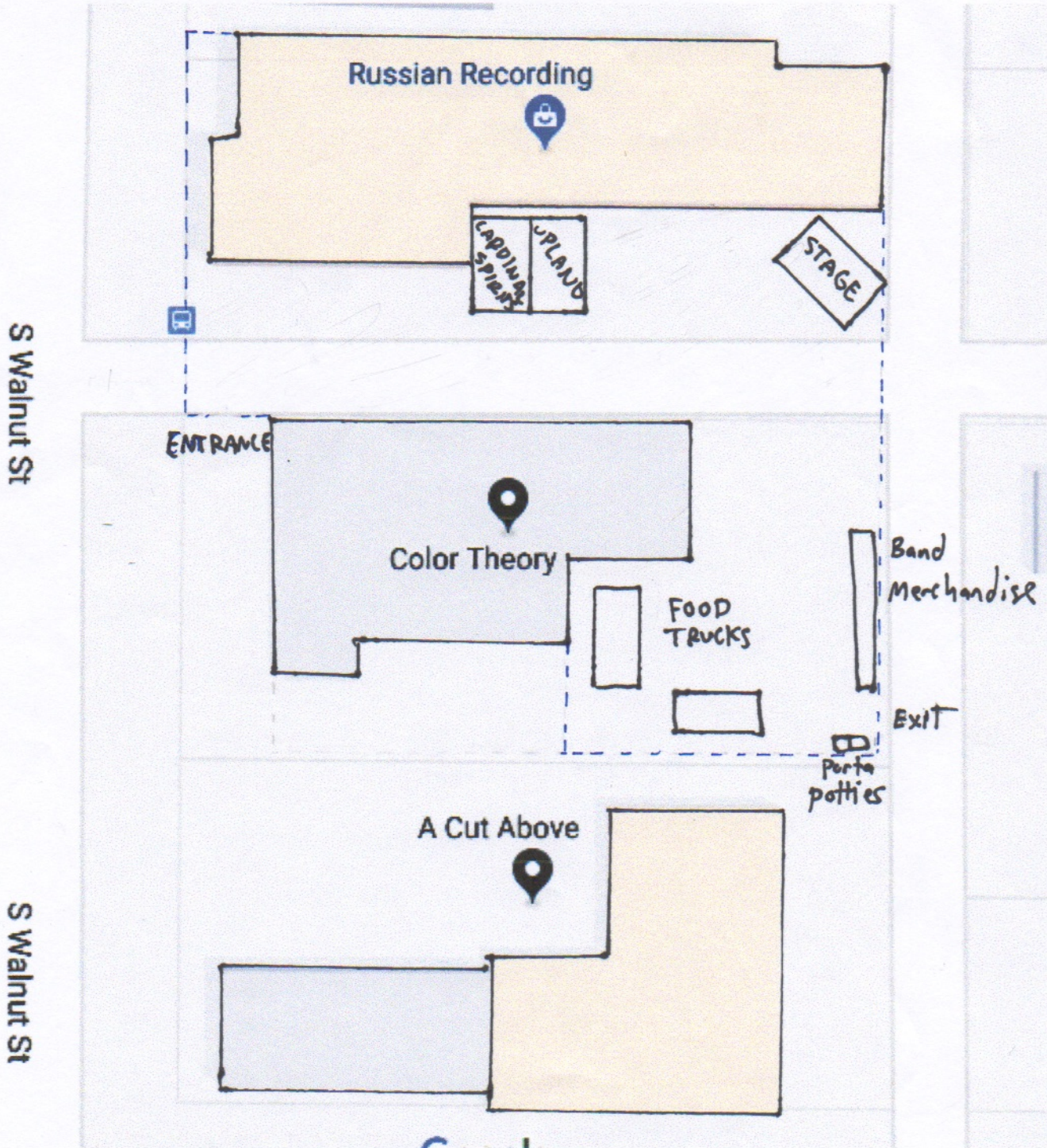
FOR CITY OF BLOOMINGTON USE ONLY

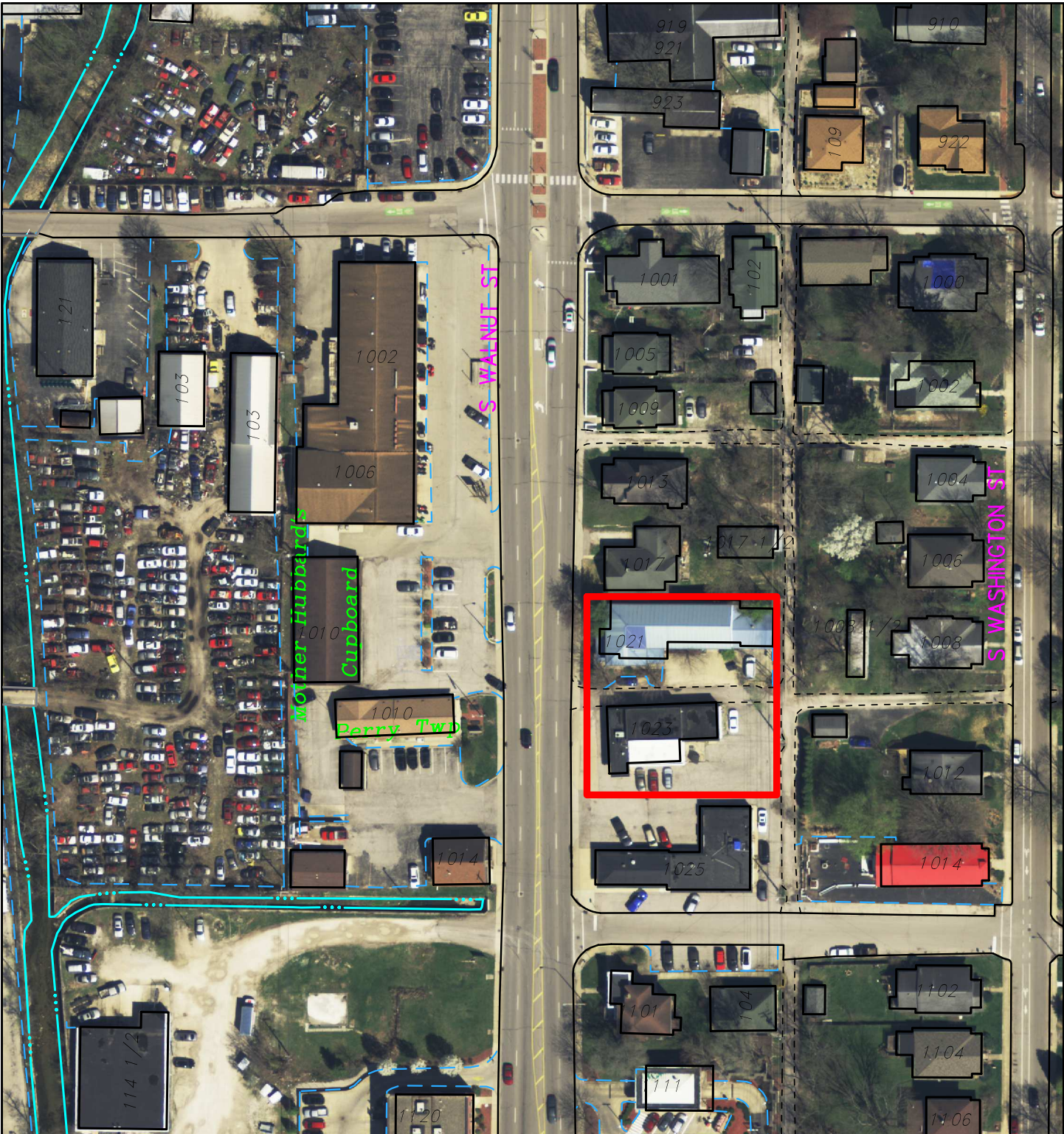
In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waives the City Noise Ordinance for the above mentioned event.

BOARD OF PUBLIC WORKS	
_____ Kyla Cox-Deckard, President	_____ Beth Hollingsworth, Vice-President
_____ Date	_____ Dana Palazzo, Member

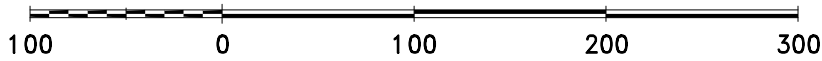
RUSSIAN RECORDING 15 YEAR ANNIVERSARY MAP

---- = Fencing

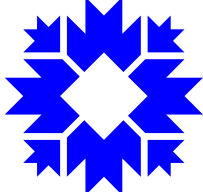




By: smithc
24 May 18



City of Bloomington
Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.

RUSSIAN RECORDING 15 YEAR ANNIVERSARY PARTY

- Taking place Saturday, June 30th, 2018 from Noon-11pm.
- Outdoor music concert in our parking lot.
- All proceeds will be donated to The Community Kitchen and Indiana Recovery Alliance.
- Sponsored by Cardinal Spirits and Upland Brewing, who will be selling alcohol at the event. All alcohol sales go toward the charities as well.
- 200-300 people expected.
- No streets will be blocked, and the event grounds will have perimeter fencing with security at the entrance and exit.
- Schedule for the event:

9:00 am - 11:30 am: set up and soundchecks
12:00-12:20: Wenches
12:20-12:40: changeover
12:40-1:00: Evening Standards
1:00-1:20: changeover
1:20-1:40: Kevin Krauter
1:40-2:00 changeover
2:00-2:20: Nice Try
2:20-2:40: changeover
2:40-3:00: Memory Map
3:00-3:20: changeover
3:20-3:40: Spissy
3:40-4:00 changeover
4:00-4:20: Amy O
4:20-4:40: changeover
4:40-5:00: Rapider Than Horsepower
5:00-5:20: changeover
5:20-5:40: The Hecks
5:40-6:00: changeover
6:00-6:20: Bugg
6:20-6:40 changeover
6:40-7:00: The Coke Dares
7:00-7:20: changeover
7:20-7:40: The Sands
7:40-8:00: changeover
8:00-8:40: Good Luck
8:40-9:00: changeover
9:00-10:00pm: Durand Jones

- You are welcome and encouraged to attend!
- Please contact Mike at (812) 327-7939 or mike@russianrecording.com with any questions/concerns.

Notice of Public Meeting Letter

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a **Noise Permit** request for a special event at **1021 S. Walnut St.** for **Russian Recording** which is tentatively scheduled for **Saturday, June 30th** from **12pm - 11pm.**

The Board of Public Works meeting to hear this request will be held on **May 29, 2018.** Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton St. (Room 115) at 5:30 p.m.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Russian Recording, LLC
Date: May 14, 2018

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/25/2018	Payroll				397,999.28
					<u>397,999.28</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 **\$ 397,999.28**

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: Order to Remove
Petitioner/Representative: HAND
Staff Representative: Michael Arnold
Date: 29 May 2018

Report: 29 March 2018 Received complaint via uReport
11 May 2018 Complete inspection and verification
14 May 2018 Sent Order to Remove
16 May 2018 Staff Report written

On 29 March 2018, HAND received a complaint regarding a collapsed shed at this location. A drive by inspection was conducted to verify the complaint. HAND looked into the history of the property to determine if this was a shed or a debris pile and it appears this used to be a shed. Verified no demo delay required for removal according to the Historic Preservationist. HAND is requesting the Board to uphold the Order to Remove the collapsed shed and associated debris no later than 15 June 2018

Recommend **Approval** **Denial by:**

1002 W. 6th St.



**BOARD OF PUBLIC WORKS
RESOLUTION 2018 - 51
Unsafe Order to Remove
Unsafe Property at 1002 W. 6th St., Bloomington, Indiana**

WHEREAS, the City of Bloomington Housing and Neighborhood Development ("HAND") inspected 1002 W. 6th St., Bloomington, Indiana ("Property") under parcel number 53-05-32-409-051.000-005 and legally described as 013-19190-00 Fuller & Waldron Lot 33, on the 4th Day of May, 2018, and found a collapsed/collapsing shed warranting that the property be declared unsafe as defined by both Indiana Code § 36-7-9 and Bloomington Municipal Code Chapter 17.16; and

WHEREAS, on the 14th day of May, 2018, HAND issued an Unsafe Building Order to Remove the collapsed shed to the Owner of record for the Property, and those individuals or corporate entities who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code § 36-7-9-9 and Bloomington Municipal Code § 17.16.070; and

WHEREAS, the collapsed/collapsing shed has not been removed; and

WHEREAS, the Board of Public Works has heard testimony and reviewed evidence regarding the Order to Remove.

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

- Affirms the Order issued by HAND on the 14th day of May, 2018.
- Rescinds the Order issued by HAND on the 14th day of May, 2018.
- Modifies the Order issued by HAND on the 14th day of May, 2018. The modifications are less stringent and now require the property owner to take the following actions:

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

BY: _____ Dated: _____
Kyla Cox Deckard, President

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

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

My Commission Expires: _____
Resident of _____ County

Notary Public Signature

Printed Name of Notary



Board of Public Works Staff Report

Project/Event: Request for Approval of Temporary Road Closure for W Kirkwood Ave from Maple St. to Waldron St.

Petitioner/Representative: CBU / Brad Schroeder

Staff Representative: Sara Gomez

Date: 05/29/2018

Report: CBU is requesting a temporary closure of West Kirkwood Ave from Maple St. to Waldron St. The closure is anticipated to begin on June 16th, 2018, and reopen by June 19th, 2018.

This project will consist of the installation of a 60' section of Storm Culvert underneath Kirkwood Ave that recently collapsed. CBU stated they will notify adjacent property owners, Transit and Emergency personnel and coordinate with them throughout the project as needed.

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*



CITY OF BLOOMINGTON UTILITIES
Engineering Department

City of Bloomington
Board of Public Works
Attn: Members

May 23, 2018

Re: Project Name: West Kirkwood Storm Box Replacement
Project Location: 808-816 W. Kirkwood

Dear Board Members:

In April a storm box collapsed in West Kirkwood Ave. at the above location, CBU put a plate in the road for a temporary fix. CBU has had one lane restriction on May 21st & 22nd to replace an 8" water line in that area so it will be ready for the new storm structure crossing West Kirkwood.

We are now requesting to close West Kirkwood Ave from May 30th through June 1st to replace the storm structure and patch the road. A design plan and maintenance of traffic plan has been submitted to the City of Bloomington Planning & Transportation Department.

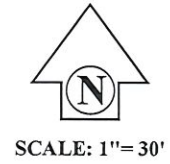
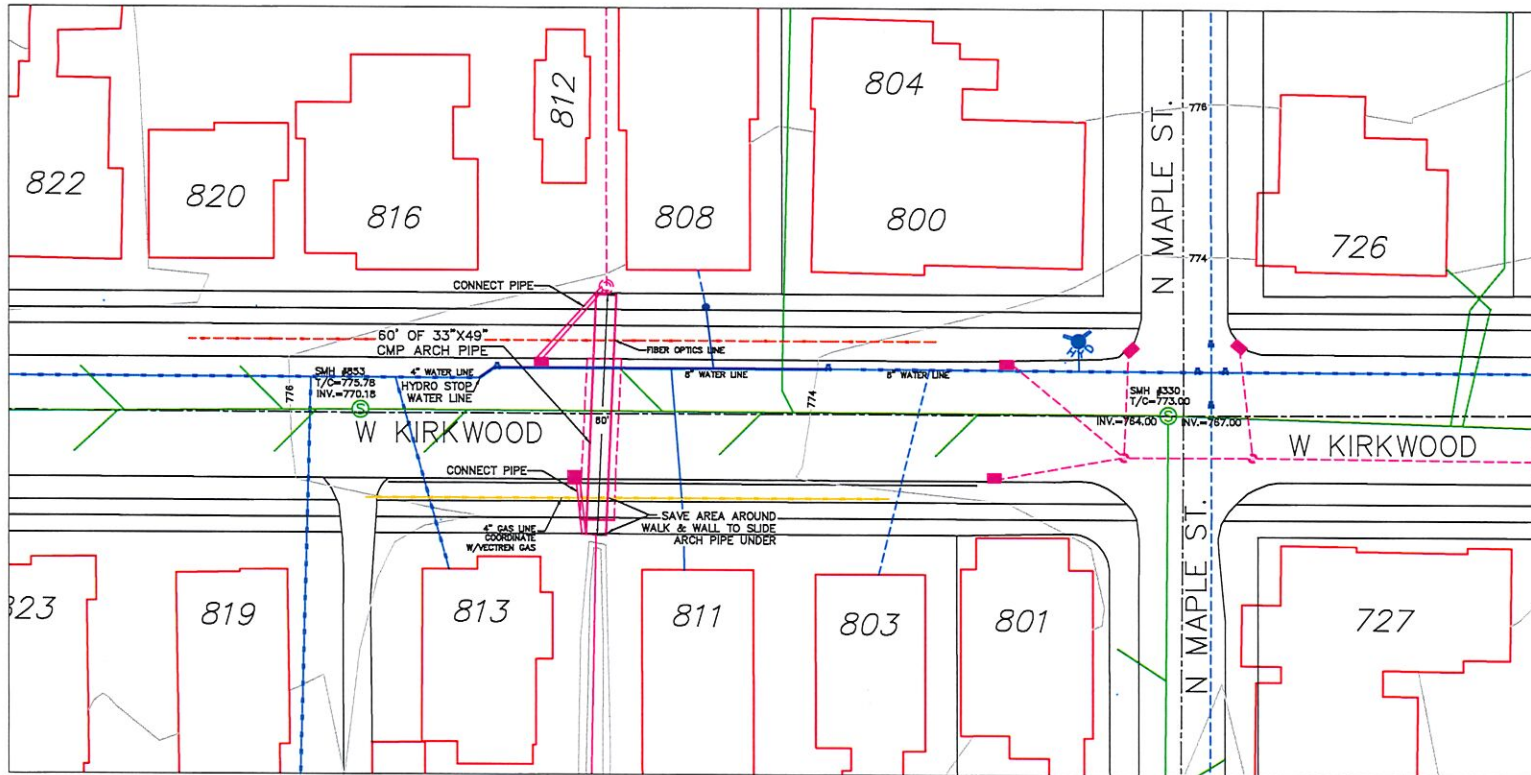
Please feel free to call should you have any questions.

Respectfully yours,

Phil Peden, PE
Engineer
City of Bloomington Utilities

File – Document Imaging – Correspondence File –
Project Inspector – Love – Engineering Technician – J. Ramey Engineering
Contractor: CBU T&D
Email: J. Callahan, B Schroeder, S Gomez P&T

I:\common\CBU DESIGN PROJECTS\West Kirkwood Storm Box\West Kirkwood Storm Box.dwg



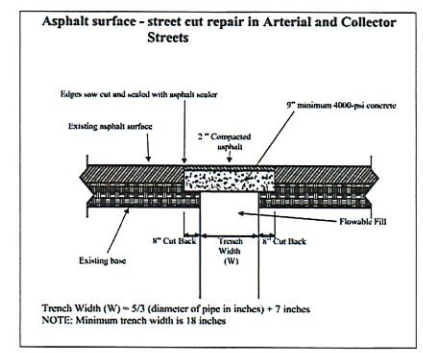
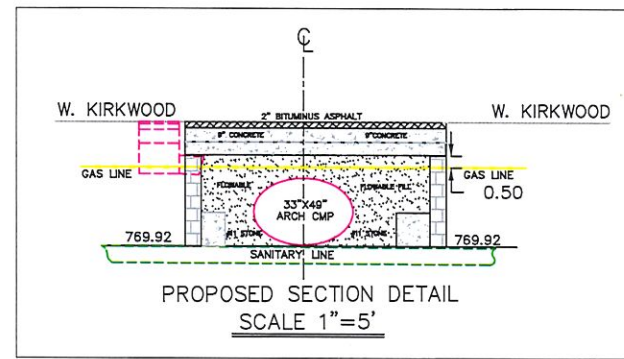
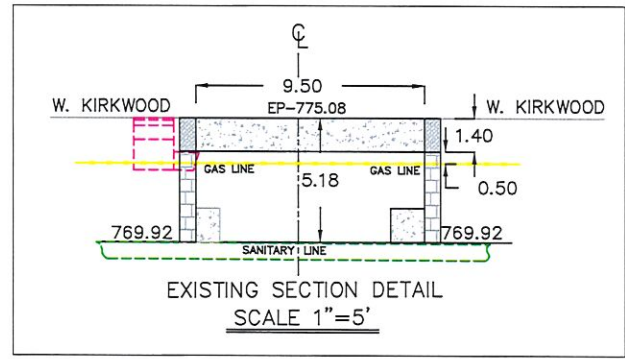
LEGEND

- EXISTING WATER LINES
- PROPOSED WATER LINES
- EXISTING SANITARY LINES
- FORCE MAIN SEWER
- EXISTING GAS LINES
- COMMUNICATION LINES
- ELECTRIC LINES
- EXISTING STORM LINES
- PROPOSED STORM LINES
- ABANDONED STORM LINES
- SIGN
- MAILBOX
- 1/4"=800.00= BENCHMARK ELEVATION



Note: CONSTRUCTION SPECIFICATIONS for...
CITY OF BLOOMINGTON UTILITIES
Wastewater, Water, and Storm Projects Update
Issue January, 2017 to be used with this project.

NOTE: HIGH PRESSURE GAS LINE CROSSINGS.
MUST CONTACT JASON MELLANCAMP (812)
622-0065 WITH VECTREN AT LEAST 2 DAYS
BEFORE EXCAVATION.



APP.	BY	No.	REVISIONS	DATE



PROJECT NO.	DATE
DRAWN BY	05/22/2018
CHECKED BY	
APPROVED BY	

UTILITY PLAN

WEST KIRKWOOD CULVERT
COLLAPSE AND REPAIR PLAN



Board of Public Works Staff Report

Project/Event: Sod & Groundcover Planting West Bloomfield Road

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: May 29, 2018

The Planning & Transportation Department previously solicited quotes for planting of sod and groundcover near the intersection of West Bloomfield Road and Anna Lee Lane.

Staff did not receive any quotes by the deadline for submittal. Staff then contacted Nature's Way regarding the project and Nature's Way submitted a quote of \$4,981.50 for the work.

Staff has reviewed the quote and recommends awarding the contract to Nature's Way, Inc. for the Sod & Groundcover Planting West Bloomfield Road Project.

This project is locally funded.

Recommend **Approval** **Denial by** **Matt Smethurst**

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

Nature's Way, Inc.

FOR

Sod & Groundcover Planting West Bloomfield Road

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for placement of sod and groundcover on West Bloomfield Road, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 30 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed

upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Four Thousand Nine Hundred Eighty-One Dollars and Fifty Cents (\$4,981.50). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract

and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.

8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR's Payment Bond.

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

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

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Nature's Way, inc.
Attn: Matt Smethurst, Project Manager	P.O. Box 6896
P.O. Box 100 Suite 130	7330 N. Wayport Road
Bloomington, Indiana 47402	Bloomington, Indiana 47407

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the

subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Sod & Groundcover Planting West Bloomfield Road

This project shall include, but is not limited to, the planting of sod and groundcover near the intersection of West Bloomfield Road and Anna Lee Lane. The area where the nursery sod shall be planted is 40' by 40'. The existing grass/vegetation in this area shall be removed and the area will be regraded if necessary. The nursery sod will then be planted in this area. The area where the groundcover shall be planted is 20' by 20'. The existing grass/vegetation shall be removed. Area shall be roto-tilled 6" deep. Weed barrier fabric shall then be placed over area. Six Buffalo Junipers shall then be planted in area.

Signature

Date: _____, 20____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

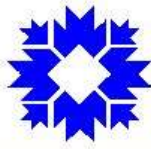
Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 20____.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____



City of Bloomington

Planning & Transportation

INVITATION TO QUOTE

Issue Date: November 17, 2017

Sod & Groundcover Planting at Bloomfield Road and Cory Lane

Due Date: November 30, 2017 at 12:00 p.m. local time

The City of Bloomington is soliciting quotes for planting nursery sod and groundcover near the intersection of West Bloomfield Road and Anna Lee Lane.

The nursery sod shall be planted at 820 South Anna Lee Lane. The area where the nursery sod shall be planted is 40' by 40'. The existing grass/vegetation in this area shall be removed and the area will be regraded if necessary. The nursery sod shall then be planted in this area.

The groundcover shall be planted at 1470 West Bloomfield Road. An area approximately 20' by 20' shall have the existing grass/vegetation removed. The area for planting shall have 6" of planting mix roto-tilled into existing soil. Weed fabric shall then be placed over this area and then 6 Buffalo Junipers (*Juniperus Sabina* 'Buffalo') shall be planted in the area.

All work shall be completed by June 1, 2018.

If you are interested in submitting a quote for this work, please respond to this email by Thursday, November 30th, 12:00 PM with your quote amount.

A sample contract for this project is attached to this email.

If you have any further questions regarding this quote opportunity, feel free to contact me at 812-349-3514 or smethurm@bloomington.in.gov.

Thanks,
Matt Smethurst
Project Manager
City of Bloomington

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

Nature's Way, inc.

P.O. Box 6896
7330 N. Wayport Rd.
Bloomington, IN 47407
Phone: (812) 876-7888

QUOTE

Date: 03/27/2018
Quote #: 181031

Submitted To: BLO101
BLOOMINGTON, CITY OF
P.O. BOX 100
ATTN: MATT SMETHURST
BLOOMINGTON, IN 47402

Location:
BLOOMINGTON, CITY OF
P.O. BOX 100
BLOOMINGTON, IN 47402

SOD AND JUNIPERS AT LOCATIONS AS PROPOSED.

WORK TO BE COMPLETED BY JUNE 1, 2018

Item	Quantity	U/M	Materials	Unit Price	Ext. Price
			AT 820 ANNA LEE LANE:		
			APPLY HERBICIDE TO AREA THAT IS 40' X 40'. PREPARE AREA BY REMOVING DEAD/DYING VEGETATION. FINE GRADE AND LAY SOD		
	1.000	APP	SERVICE	60.000	\$60.00
	3.000	PAL	SOD	292.500	\$877.50
			AT 1470 W. BLOOMFIELD ROAD:		
	1.000	APP	APPLY HERBICIDE TO AREA THAT IS 20' X 20'. PREPARE AREA BY REMOVING DEAD/DYING VEGETATION	30.000	\$30.00
	7.500	CY	ROTO-TIL 6" LAYER OF TOPSOIL PLUS TO PREPARE BED FOR PLANTING	62.000	\$466.00
	6.000	EA	INSTALL BUFFALO JUNIPER 3GAL	33.000	\$198.00
	1.000	APP	WEED BARRIER FABRIC (400 SF)	100.000	\$100.00
	4.000	CY	SHREDDED BARK MULCH	29.000	\$116.00
	1.000	EA	LABOR - INSTALLATION BOTH LOCATIONS	1935.000	\$1,935.00
	1.000	MOS	WATER SOD & JUNIPER AS NEEDED FOR 30 DAY PERIOD, MOW TWO TIMES BEFORE TURNING OVER TO THE CITY	1200.000	\$1,200.00

TOTAL AMOUNT TO BE BILLED UPON COMPLETION OF INSTALLATION.

Non Taxable: \$3,135.00
Taxable: \$1,846.50
Tax: EXEMPT
Total Due: \$4,981.50

Customer _____ Date _____

Valerie E. ...
Nature's Way, inc.



Board of Public Works Staff Report

Project/Event: Request to use Public Right-Of-Way for installation of a new grease interceptor at 502 E Kirkwood Avenue by Miracle Workers Construction Company, Inc.

Petitioner/Representative: Alex Miracle of Miracle Workers Construction Company, Inc. on behalf of Indiana University Foundation, Inc.

Staff Representative: Dan Backler, Public Improvements Manager

Date: 5/29/2018

Report: Miracle Workers Construction Company, Inc. is requesting permission to use the right-of-way in the vicinity of 502 E Kirkwood Avenue to install a grease interceptor. Miracle Workers Construction Company, Inc. is doing a remodel of Kilroy's on Kirkwood. One portion of that remodel involves the installation of a grease interceptor. It was determined that the most feasible location for the interceptor was within City of Bloomington right-of-way. Pursuant to Revised Resolution 2016-02, this encroachment was addressed with a staff level approval. Miracle Workers construction company has requested permission to utilize right-of-way in order to complete this work. They propose to utilize the area of the sidewalk immediately west of the building and the parking spaces immediately west of said sidewalk. There will be periods of extended right-of-way use and disruption of traffic while the tap to the sewer mains are made. Miracle Workers Construction will be coordinating this work with City of Bloomington Planning and Transportation Staff. The Board of Public Works recently granted permission to a separate party to place a storage container nearby. Miracle Workers Construction is aware of this but have stated that there will not be a conflict. A Memorandum of Understanding (MOU) between Planning and Transportation and Miracle Workers Construction Company, Inc. will be signed if this request is approved. The MOU includes hold harmless language and information regarding the payment for use of metered parking spaces as well as other details.

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

Recommend Approval Denial by Dan Backler

Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
And
Miracle Workers Construction, Inc.

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Miracle Workers Construction, Inc., outlines the binding conditions placed upon and agreed to by Miracle Workers Construction, Inc., in exchange for use by Miracle Workers Construction, Inc., its agents and subcontractors, of certain public right of way during the installation of a new grease interceptor in the area east of South Dunn Street, and south of East Kirkwood Avenue, as depicted in Exhibit A, at 502 East Kirkwood in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from May 30, 2018, through June 18, 2018, inclusive.
2. Planning and Transportation shall allow Miracle Workers Construction, Inc., to block and restrict from general public usage the Construction Site as depicted in Exhibit “A.” Exhibit A is attached hereto and incorporated herein.
3. Miracle Workers Construction, Inc., shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
4. Miracle Workers Construction, Inc., shall install and maintain, to the satisfaction of Planning and Transportation, all signage associated with providing notice to the public of restrictions on right of way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, Miracle Workers Construction, Inc., shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
5. Miracle Workers Construction, Inc., shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Miracle Workers Construction, Inc.
6. Miracle Workers Construction, Inc., shall be responsible for repairing and restoring the adjoining right of way and all improvements to the

reasonable satisfaction of the Department of Public Works as soon as practicably possible. Miracle Workers Construction, Inc., shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by Miracle Workers Construction, Inc., their employees, agents, contractors and subcontractors.

7. Miracle Workers Construction, Inc., shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
8. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
9. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
10. Nothing in this MOU shall be construed as replacement for or removal of requirements of any additional permits or permissions that are otherwise required for this project.
11. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
12. Miracle Workers Construction, Inc., agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Miracle Workers Construction, Inc.'s use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
13. Miracle Workers Construction, Inc., shall pay for any and all meter fees associated with the closure of the adjoining parking spaces at a rate of twelve dollars (\$12) per day per meter with an administrative fee of five dollars (\$5). Miracle Workers Construction, Inc., has requested a term of approximately seventeen (17) days for its use of City right of way adjacent to the Construction Site. Meter fees under the terms of this MOU are Six Hundred Seventeen Dollars (\$617.00). Miracle Workers Construction,

Inc., shall incur meter fees of Thirty-Six Dollars (\$36.00) per day for each working day after June 18, 2018, that Miracle Workers Construction, Inc., continues to use public right of way.

14. Prior to beginning work, Miracle Workers Construction, Inc., shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
15. Miracle Workers Construction, Inc., shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
16. Alexander Miracle, President of Miracle Workers Construction, Inc., agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

**Miracle Workers Construction,
Inc.**

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

By: _____
Alexander Miracle, President

Date: _____

Date: _____

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

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

**AGREEMENT FOR CITY OF BLOOMINGTON
PUBLIC RIGHT OF WAY ENCROACHMENT
Pursuant to Board of Public Works Revised Resolution 2016-02**

WHEREAS, Indiana University Foundation, Inc. (“Owner”) desires to encroach upon or in the City of Bloomington’s (“City”) public right of way, specifically the right of way adjacent to 502 E Kirkwood Avenue, which real estate is more particularly described in a deed recorded as Instrument Number 2017014063 in the Office of the Recorder of Monroe County, Indiana, (“Property”);

WHEREAS, said public right of way is operated and supervised by the City’s Board of Public Works (“BPW”);

WHEREAS, said encroachment is requested for the purpose of installing one (1) grease interceptor as indicated in Exhibit A, (“Encroachment”) attached hereto and incorporated herein; and

WHEREAS, any singular reference to Encroachment shall be considered plural where applicable; and

WHEREAS, the City’s Unified Development Ordinance requires certain encroachments, and the BPW approved those encroachments with its passage of Revised Resolution 2016-02;

NOW THEREFORE, in consideration of the Owner’s ability to encroach upon or in the relevant City public right of way, the Owner, its officers, directors, agents, employees, members, successors and assigns, do hereby acknowledge and agree to the following terms and conditions:

1. Owner, its officers, directors, agents, employees, members, and any successors and assigns hereby agree 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 attorneys’ fees and court costs, which may occur as a result of the Encroachment into and the use of the City’s public right of way, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

2. If the City determines that the street or sidewalk containing the Encroachment should be improved to better serve the public or other public improvements need to be made in the public right of way, and the Encroachment interferes with the planned public improvements, the City can require the Owner, or its successors and assigns, to remove any or all of the Encroachments contained in Exhibit A.
3. Owner and any successors and assigns accept responsibility for the maintenance, repair and all expenses associated with the Encroachment installed upon or in the City's public right of way; and
4. The approved Encroachment does not relieve the Owner and any successors and assigns from any provisions of any applicable zoning or other ordinance or statute that may apply to the Property including obtaining a permit to work in the City's right of way from the City Planning and Transportation Department; and
5. Owner agrees that no further encroachment may be made upon or in the right of way without first obtaining approval for any additional encroachment.
6. The BPW may alter the terms and conditions of the Encroachment to address unanticipated problems or may even revoke permission to encroach if the BPW determines the Encroachment is undesirable in terms of the general welfare of the City.
7. Owner and its successors and assigns understand and agree that if the City or a public utility needs to work in the area of the Encroachment for any reason, and the Encroachment needs to be removed to facilitate the City or the utility, the removal of the Encroachment will be at the expense of the Owner or its successors and assigns, and the City will not be responsible for any damage which may occur to the Encroachment.
8. In the event the Owner sells the Property during the term of this authorization, this authorization will continue under the original conditions and be binding on its successors and assigns. However, if the current Owner or a subsequent Owner wishes to change the Encroachment in any way, the Owner must first obtain approval for any change.
9. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

Owner expressly agrees that the foregoing 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.

This Agreement shall run with the land and shall bind Owner and any successors and assigns. It shall be effective from the date of Owner's signature in front of a Notary Public and recording with the Monroe County Recorder's Office. A copy of this recorded Agreement shall be filed with the City's Planning and Transportation Department.

Indiana University Foundation, Inc.

By: _____
Signature and Title Date

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, _____, and acknowledged the execution of the foregoing instrument this ____ day of _____, 20__.

Witness my hand and notarial seal.

Notary Public Printed Name Notary Public Signature

My Commission Expires: _____

County of Residence: _____

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 Moore

This instrument was prepared by Jacquelyn Moore, Attorney at Law, Bloomington, Indiana.



MIRACLE WORKER CONSTRUCTION INC.

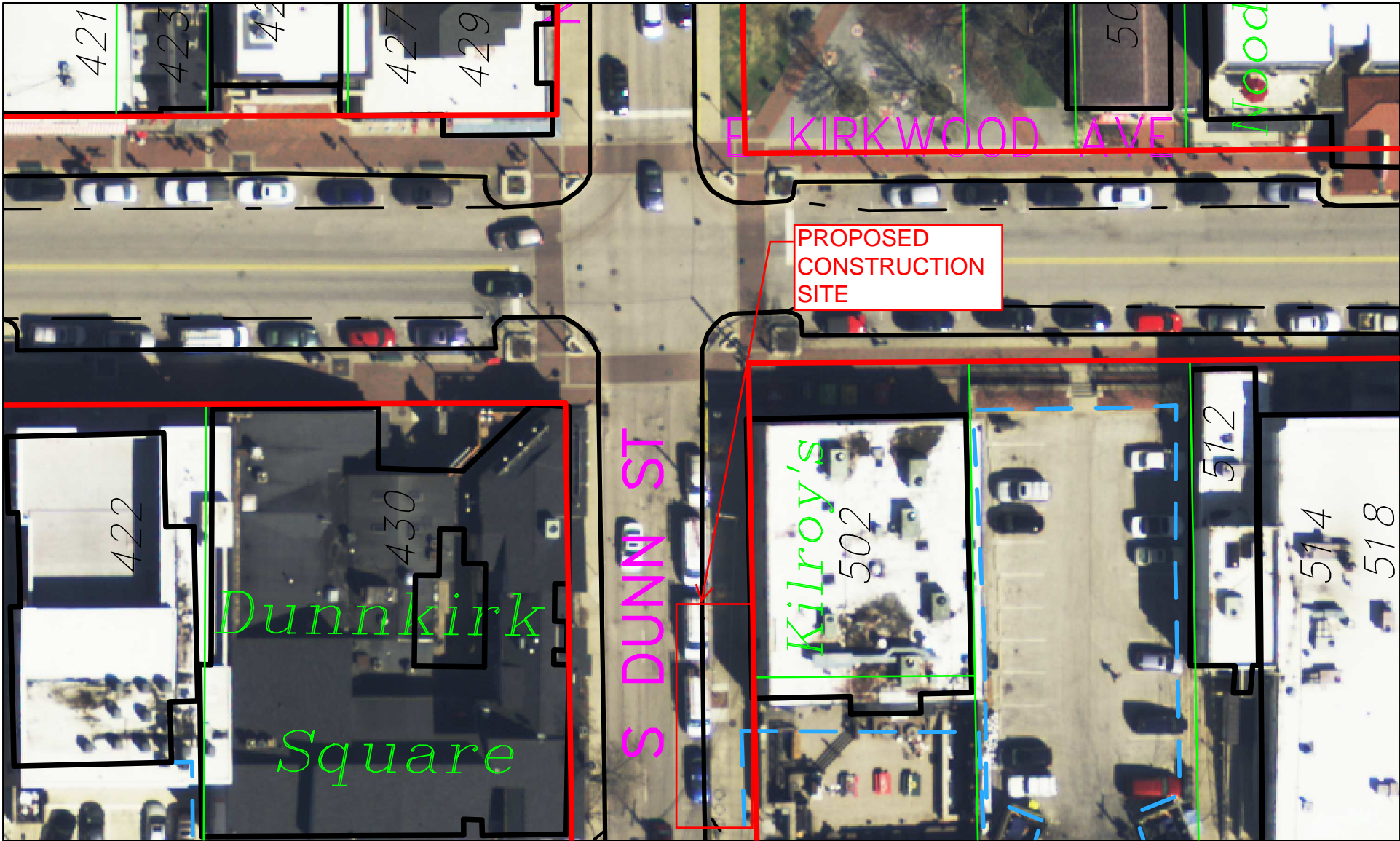
COMMERCIAL • RESIDENTIAL

5/17/2018

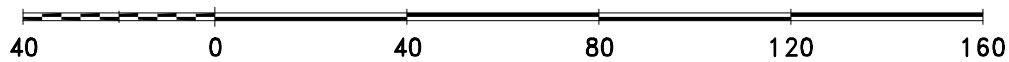
Dan,

Thanks for the reply. To be able to do the work of installing a Grease Interceptor, which is being required by CBU in the sidewalk along Dunn Street for Kilroy's on Kirkwood, we will need to shut down the sidewalk and parking along the east side of Dunn Street from where the Pacvan is parked for the Jimmie Johns remodel south to the alley. We would be more than happy to install a walk around but it would have to go in the east lane of the south bound traffic on Dunn Street. I didn't figure you would want us to do that especially with all the beer and food trucks that stop and unload in the middle of Dunn Street. We will be digging in the sidewalk from the parking spaces along the east side of Dunn Street. Thankfully students are gone while this project is being completed and hopefully we can just put sidewalk closed signs at the end of the block going both directions. We have applied to do this work from 5-28-18 until 6-18-18. Obviously the meeting set for 5-29-18 will cause a few days of delay but shouldn't be a problem. We should have this done easily in a week but you never know about weather and I'm sure we'll hit rock so we requested some extra time in case we do. Thanks for looking into this for me.

Alex Miracle, President
Miracle Worker Construction, Inc.



By: backlerd
10 May 18



For reference only; map information NOT warranted.

City of Bloomington
Planning & Transportation

Scale: 1" = 40'



Board of Public Works Staff Report

Project/Event: Contract for Painting City Hall Parking Structures

Petitioner/Representative: Public Works Department, Facilities Division

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

Meeting Date: May, 29, 2018

Contract with Color Theory, LLC to paint the structures of the parking lot awnings at City Hall. Bids were solicited from 6 companies, with 2 responding. Premier Painting bid at \$20,800.00. Color Theory originally bid \$18,687.50. After selecting Color Theory, LLC it was decided that all work should be done in the evenings. This raised their price to \$ 20,184.50 to cover the cost of temporary lighting.

Quotes were solicited from six contractors, and are as follows:

Company	Amount
Premier Painting	\$ 20,800.00
Color Theory, LLC	\$18,687.50 (original bid)
Demshar Const.	Non-responsive
Fox Const.	Non-responsive
Groomer Const.	Non-responsive
Coffman Const.	Non-responsive

Staff recommends awarding contract to Color Theory, LLC. They have previously completed projects previously for the Parks & Recreation Dept. in a satisfactory manner

Respectfully submitted,

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

J. D. Boruff
Operations and Facilities Director

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

COLOR THEORY, LLC

FOR

PAINTING CITY HALL PARKING LOT STRUCTURES

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the **cleaning and painting of City Hall parking lot structures**, (more particularly described in Attachment A, "Scope of Work"); and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within ninety (90) days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Twenty Thousand, One Hundred Eighty-Four Dollars and Fifty Cents (\$20,184.50). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the

escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.

11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

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

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

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

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

5.09 **Workmanship and Quality of Materials**

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR’s Payment Bond.

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

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

5.13.01 The surety of the Payment Bond may not be released until one (1) year after the Board’s final settlement with the CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington, Public Works Dept.	Color Theory, LLC
Attn: J. D. Boruff	Attn: Torlando Hakes
P.O. Box 100	1023 S. Walnut Street
Bloomington, Indiana 47402	Bloomington, Indiana 47401

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Color Theory, LLC

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"PAINTING CITY HALL PARKING LOT STRUCTURES"

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

1. Removal of existing bird spikes
2. Pressure wash all shelter services, including roof paneling to remove dust/film build up
3. Scrape and sand shelter supports to remove loose paint
4. Wire brush /sand any rusted or bare areas
5. Prime all metal surfaces
6. Paint all metal surfaces with City Hall green paint
7. Paint all ice rails with City Hall green paint

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
 COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
 (job title)
 _____.
 (company name)
2. The undersigned is duly authorized and has full authority to execute this Quoter's Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as successful Quoter (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Quoter certifies that as successful Quoter (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Quoter acknowledges that included in the various items listed in the Schedule of Quote Prices and in the Total Amount of Quote Prices are costs for complying with I.C. 36-1-12-20. The Quoter further identifies the costs to be summarized below*:

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

Method of Compliance (Specify) _____

 Signature

Date: _____, 20____

 Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name



Vendor	Invoice Description	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)			
Department 01 - Animal Shelter			
Program 010000 - Main			
Account 52210 - Institutional Supplies			
313 - Fastenal Company	01-soap dispenser	06/01/2018	19.20
313 - Fastenal Company	01-roll paper towels-4/24/18	06/01/2018	49.59
313 - Fastenal Company	01-hand sanitizer, soap-4/25/18	06/01/2018	77.10
4586 - Hill's Pet Nutrition Sales, INC	01-dog/puppy food-5/11/18	06/01/2018	216.63
3278 - Merial, INC	01-antiparasitics-5/7/18	06/01/2018	725.40
4666 - Zoetis, INC	01-antibiotics, vaccines-5/7/18	06/01/2018	377.53
4574 - John Deere Financial (Rural King)	01-52210 animal supplies	06/01/2018	5.49
4574 - John Deere Financial (Rural King)	06-bedding	06/01/2018	71.88
4574 - John Deere Financial (Rural King)	06-bleach and bedding	06/01/2018	40.70
4574 - John Deere Financial (Rural King)	06-bedding	06/01/2018	59.90
Account 52210 - Institutional Supplies Totals		10	<u>\$1,643.42</u>
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	19-ACC-gate sleeve	06/01/2018	1.79
Account 52310 - Building Materials and Supplies Totals		1	<u>\$1.79</u>
Account 52340 - Other Repairs and Maintenance			
5103 - Staples Contract & Commercial, INC	01-office chair	06/01/2018	155.00
Account 52340 - Other Repairs and Maintenance Totals		1	<u>\$155.00</u>
Account 52430 - Uniforms and Tools			
4832 - Animal Care Equipment & Services, LLC	01-ACO transfer cages	06/01/2018	250.19
Account 52430 - Uniforms and Tools Totals		1	<u>\$250.19</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Division cell phone charges 4/12-5/11/18	05/21/2018	166.42
Account 53210 - Telephone Totals		1	<u>\$166.42</u>
Account 53220 - Postage			
4487 - PMB East, INC (PakMail)	01-BOH shipping charges-5/10/18	06/01/2018	18.36
Account 53220 - Postage Totals		1	<u>\$18.36</u>



Vendor	Invoice Description	Payment Date	Invoice Amount
Account 53650 - Other Repairs			
15572 - Tauren, INC	01-repair to intercom system	06/01/2018	1,000.00
	Account 53650 - Other Repairs Totals	1	<u>\$1,000.00</u>
	Program 010000 - Main Totals	16	<u>\$3,235.18</u>
	Department 01 - Animal Shelter Totals	16	<u>\$3,235.18</u>
Department 02 - Public Works			
Program 020000 - Main			
Account 46060 - Other Violations			
Roger Lacy	14-refund overpayment pkg citation #18200803337	06/01/2018	20.00
	Account 46060 - Other Violations Totals	1	<u>\$20.00</u>
Account 52110 - Office Supplies			
651 - Engraving & Stamp Center, INC	02-New Board member signatures stamp	06/01/2018	28.95
5103 - Staples Contract & Commercial, INC	02-iPad case	06/01/2018	92.86
	Account 52110 - Office Supplies Totals	2	<u>\$121.81</u>
Account 52330 - Street , Alley, and Sewer Material			
19278 - Milestone Contractors, LP	20-Surface-17th & Maple-8.15 tons-4/16/18	BC 2018-34A	06/01/2018
			332.93
19278 - Milestone Contractors, LP	20-Surface-N Walnut/patching-2,134.38 tons-4/17-4/26/18	BC 2018-34A	06/01/2018
			91,427.89
	Account 52330 - Street , Alley, and Sewer Material Totals	2	<u>\$91,760.82</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops			
5444 - Tyler Technologies, INC	02-New WORld custom utility bill form	06/01/2018	800.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1	<u>\$800.00</u>
Account 53710 - Land Rental			
1136 - The Indiana Rail Road Company	02-lease of 2.73 acres for side path on N Pete Ellis	06/01/2018	1,517.73
	Account 53710 - Land Rental Totals	1	<u>\$1,517.73</u>
Account 53990 - Other Services and Charges			
6498 - ORA Enterprises, INC (All Shred	10-shredded 350 boxes of documents	06/01/2018	1,137.50
6015 - Big Truck Rental, LLC	02-2017 freightliner rear loader rental (3-28-2018 to	06/01/2018	3,400.00
6015 - Big Truck Rental, LLC	02-2017 freightliner rear loader rental (2/28-3/27/18)	06/01/2018	6,800.00
6015 - Big Truck Rental, LLC	02-2017 Freighlinter Rear Loader ental from 4/11/18-5/8/18	06/01/2018	6,800.00
6015 - Big Truck Rental, LLC	02-2017 Freightliner Rear Loader truck rental 5/9-5/15/18	06/01/2018	1,700.00



Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 53990 - Other Services and Charges Totals	5	\$19,837.50
	Program 020000 - Main Totals	12	\$114,057.86
	Department 02 - Public Works Totals	12	\$114,057.86
Department 03 - City Clerk			
Program 030000 - Main			
Account 53160 - Instruction			
3913 - Indiana League Of Municipal Clerks &	03-S. Lucas-Annual Conf.-6/10-6/14/18-South Bend, IN	06/01/2018	425.00
3913 - Indiana League Of Municipal Clerks &	03-N. Bolden-Annual Conf.-6/10-6/14/18-South Bend, IN	06/01/2018	425.00
	Account 53160 - Instruction Totals	2	\$850.00
	Program 030000 - Main Totals	2	\$850.00
	Department 03 - City Clerk Totals	2	\$850.00
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			
Account 53310 - Printing			
501 - Karl Clark (KC Designs)	04 - ESD mailing envelopes	06/01/2018	55.00
	Account 53310 - Printing Totals	1	\$55.00
Account 53970 - Mayor's Promotion of Business			
4201 - One World Catering & Events (Lennie's,	04 - Refreshments for Trades District/Dimension Mill	06/01/2018	180.00
6452 - Richard Ross (Richard Ross Photography)	04 - Exhibition rental fee - photographs	06/01/2018	1,500.00
	Account 53970 - Mayor's Promotion of Business Totals	2	\$1,680.00
	Program 040000 - Main Totals	3	\$1,735.00
	Department 04 - Economic & Sustainable Dev Totals	3	\$1,735.00
Department 05 - Common Council			
Program 050000 - Main			
Account 52410 - Books			
3956 - West Publishing Corporation (Thomson	10-Library plan charges-4/5-5/4/18	06/01/2018	267.37
	Account 52410 - Books Totals	1	\$267.37
Account 53220 - Postage			
129 - FedEx Office and Print Service, INC	05-Shipping Cost for Deliberator - CM Volan	06/01/2018	131.37
	Account 53220 - Postage Totals	1	\$131.37



Vendor	Invoice Description	Payment Date	Invoice Amount
Account 53910 - Dues and Subscriptions			
3956 - West Publishing Corporation (Thomson)	10-West Information Charges-4/1-4/30/18	06/01/2018	304.87
	Account 53910 - Dues and Subscriptions Totals	1	<u>\$304.87</u>
	Program 050000 - Main Totals	3	<u>\$703.61</u>
	Department 05 - Common Council Totals	3	<u>\$703.61</u>
Department 06 - Controller's Office			
Program 060000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	06- Office Supplies binder clips, and counter pens	06/01/2018	17.39
	Account 52110 - Office Supplies Totals	1	<u>\$17.39</u>
Account 52420 - Other Supplies			
50761 - Bloomington Sandwich Co, LLC	06- Budget Retreat Food for 20	06/01/2018	216.85
	Account 52420 - Other Supplies Totals	1	<u>\$216.85</u>
Account 53160 - Instruction			
3913 - Indiana League Of Municipal Clerks &	06- SBA School For Kevin Curran & Jeff McMillian	06/01/2018	355.00
3913 - Indiana League Of Municipal Clerks &	06- SBA School For Kevin Curran & Jeff McMillian	06/01/2018	355.00
	Account 53160 - Instruction Totals	2	<u>\$710.00</u>
Account 53320 - Advertising			
323 - Hoosier Times, INC	06- Advertising for App Ord 18-01	06/01/2018	15.79
	Account 53320 - Advertising Totals	1	<u>\$15.79</u>
Account 53990 - Other Services and Charges			
4201 - One World Catering & Events (Lennie's,	09- Bicentennial Commemoration of Bloomington naming	06/01/2018	811.80
910 - BKD, LLP	06- Internal Control	06/01/2018	12,606.44
6506 - Kevin Curran	06- Moving Expense per Employment agreement	06/01/2018	732.97
5648 - Reedy Financial Group, PC	06- Long Term Finanical Plan	06/01/2018	50.00
5648 - Reedy Financial Group, PC	06- Long Term Finanical Plan	06/01/2018	133.33
5086 - Frame Station, INC (Framemakers)	18- Arbor Day poster frame and glass repair	06/01/2018	169.35
	Account 53990 - Other Services and Charges Totals	6	<u>\$14,503.89</u>
	Program 060000 - Main Totals	11	<u>\$15,463.92</u>
	Department 06 - Controller's Office Totals	11	<u>\$15,463.92</u>



Vendor	Invoice Description	Payment Date	Invoice Amount
Department 09 - CFRD			
Program 090000 - Main			
Account 52110 - Office Supplies			
53442 - Paragon Micro, INC	09-monitor and wireless mouse	06/01/2018	237.23
	Account 52110 - Office Supplies Totals	1	<u>237.23</u>
Account 53230 - Travel			
7956 - Beverly Calendar Anderson	09-CPE Mapping the Science of Justice Conf-per diem-5/1-	06/01/2018	212.19
	Account 53230 - Travel Totals	1	<u>212.19</u>
	Program 090000 - Main Totals	2	<u>449.42</u>
	Department 09 - CFRD Totals	2	<u>449.42</u>
Department 10 - Legal			
Program 100000 - Main			
Account 52410 - Books			
3956 - West Publishing Corporation (Thomson)	10-Library plan charges-4/5-5/4/18	06/01/2018	1,069.49
	Account 52410 - Books Totals	1	<u>1,069.49</u>
Account 53120 - Special Legal Services			
5267 - Meitus Gelbert Rose, LLP	10-attorney fees for legal services	06/01/2018	1,500.00
	Account 53120 - Special Legal Services Totals	1	<u>1,500.00</u>
Account 53160 - Instruction			
259 - Indiana Association Of Cities & Towns (AIM)	10-2018 Municipal Law Seminar-Behjou/Moore/Wheeler/Rouker/Allen	06/01/2018	1,675.00
	Account 53160 - Instruction Totals	1	<u>1,675.00</u>
Account 53220 - Postage			
4487 - PMB East, INC (PakMail)	10-Mail Package to Binghma Greenebaum Doll 5.10.18	06/01/2018	50.72
	Account 53220 - Postage Totals	1	<u>50.72</u>
Account 53910 - Dues and Subscriptions			
3956 - West Publishing Corporation (Thomson)	10-West Information Charges-4/1-4/30/18	06/01/2018	1,219.46
	Account 53910 - Dues and Subscriptions Totals	1	<u>1,219.46</u>
	Program 100000 - Main Totals	5	<u>5,514.67</u>
Program 101000 - Human Rights			
Account 53230 - Travel			



Vendor	Invoice Description	Payment Date	Invoice Amount
732 - Barbara E McKinney	10-FMLA/ADA Conf-CA-4/9-4/14/18-hotel/airfare/shuttle	06/01/2018	683.34
	Account 53230 - Travel Totals	1	<u>683.34</u>
Account 53990 - Other Services and Charges			
732 - Barbara E McKinney	10-BHRC essay contest supplies/parade entry	06/01/2018	56.87
	Account 53990 - Other Services and Charges Totals	1	<u>56.87</u>
	Program 101000 - Human Rights Totals	2	<u>740.21</u>
	Department 10 - Legal Totals	7	<u>\$6,254.88</u>
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	11-foam board, rubber cement, tabs	06/01/2018	18.08
5103 - Staples Contract & Commercial, INC	11-certificates and tissues	06/01/2018	8.60
5103 - Staples Contract & Commercial, INC	11-cardstock for proclamations	06/01/2018	15.39
5103 - Staples Contract & Commercial, INC	11-flip chart, markers, pens	06/01/2018	39.14
	Account 52110 - Office Supplies Totals	4	<u>\$81.21</u>
Account 52420 - Other Supplies			
13969 - AT&T Mobility II, LLC	11-cell phone charges 4/11-5/11/18-1st bill-incl phone	05/21/2018	249.99
5103 - Staples Contract & Commercial, INC	11-phone case for Yael	06/01/2018	16.07
5814 - Elizabeth Rubin Walter	11-Food for OOTM Staff Retreat	06/01/2018	102.94
	Account 52420 - Other Supplies Totals	3	<u>\$369.00</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	11-cell phone charges 4/11-5/11/18-1st bill-incl phone	05/21/2018	61.41
	Account 53210 - Telephone Totals	1	<u>\$61.41</u>
Account 53230 - Travel			
5459 - John M Hamilton	11-reimbursement for conference travel (IUPUI)	06/01/2018	27.54
	Account 53230 - Travel Totals	1	<u>\$27.54</u>
Account 53910 - Dues and Subscriptions			
5259 - Pacific & Southern Company, INC (Indy)	11-online Indy Star subscription (May)	06/01/2018	4.99
	Account 53910 - Dues and Subscriptions Totals	1	<u>\$4.99</u>
Account 53990 - Other Services and Charges			



Vendor	Invoice Description	Payment Date	Invoice Amount
203 - Indiana University	11-SPEA capstone Mark Levin Spring 2018	06/01/2018	500.00
5814 - Elizabeth Rubin Walter	11-Reimbursement for Kruzan Photo	06/01/2018	11.75
	Account 53990 - Other Services and Charges Totals	2	\$511.75
	Program 110000 - Main Totals	12	\$1,055.90
	Department 11 - Mayor's Office Totals	12	\$1,055.90
Department 12 - Human Resources			
Program 120000 - Main			
Account 53160 - Instruction			
6163 - Mark A Uebel	12 Reimbursement for EAPA Conference & Mileage	06/01/2018	100.00
	Account 53160 - Instruction Totals	1	\$100.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	12-cell phone charges 4/12-5/11/18	05/21/2018	23.08
	Account 53210 - Telephone Totals	1	\$23.08
Account 53320 - Advertising			
323 - Hoosier Times, INC	12 Job ads Inv 43018	06/01/2018	311.63
	Account 53320 - Advertising Totals	1	\$311.63
Account 53640 - Hardware and Software Maintenance			
53442 - Paragon Micro, INC	12 Inv 826557 HR portion of laptop for Emily	06/01/2018	799.98
	Account 53640 - Hardware and Software Maintenance Totals	1	\$799.98
	Program 120000 - Main Totals	4	\$1,234.69
	Department 12 - Human Resources Totals	4	\$1,234.69
Department 13 - Planning			
Program 130000 - Main			
Account 41020 - Permits			
6335 - Strauser Construction Co., INC	13-REFUND of final occupancy permit (10th & Bypass) per	06/01/2018	100.00
	Account 41020 - Permits Totals	1	\$100.00
Account 43310 - Application Fee			
17 - Bynum Fanyo & Associates, INC	13-refund ROW vacation fee-PUD-02-18-not needed	06/01/2018	500.00
Grant Properties	13-PC filing fee refund-222 S. College Ave-Case SP-48-17	06/01/2018	1,931.50
	Account 43310 - Application Fee Totals	2	\$2,431.50



Vendor	Invoice Description	Payment Date	Invoice Amount
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	13-Pens, Highlighters, Paper	06/01/2018	115.41
5103 - Staples Contract & Commercial, INC	13- Fan Folders	06/01/2018	37.09
Account 52110 - Office Supplies Totals			2 <u>152.50</u>
Account 52410 - Books			
4819 - InfoUSA Marketing INC.	13-2018 Polk City Directory	06/01/2018	367.00
Account 52410 - Books Totals			1 <u>367.00</u>
Account 52420 - Other Supplies			
5594 - Bloomington Hardware Co., INC	13-Spray paint (supplies for installation)-B. Rosenbarger	06/01/2018	32.94
5594 - Bloomington Hardware Co., INC	13-Paint+bale of straw_Allen St. Greenway Project	06/01/2018	106.82
5103 - Staples Contract & Commercial, INC	13- Aux Cord	06/01/2018	7.50
Account 52420 - Other Supplies Totals			3 <u>147.26</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops			
6289 - Clarion Associates, LLC	13-Unified Develop Ord.(UDO)Update-services thru 4/30/18	06/01/2018	9,927.96
8305 - Schmidt Associates, INC	13-City Architect-serv. 7/1-7/31/17	06/01/2018	2,840.00
8305 - Schmidt Associates, INC	13-City Architect-Proj. Review-services 4/1-4/30/18	06/01/2018	175.00
8305 - Schmidt Associates, INC	13-Reimbursable Expenses-services 4/1-4/30/18	06/01/2018	84.72
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			4 <u>13,027.68</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	13-cell phone charges 4/12-5/11/18	05/21/2018	324.72
Account 53210 - Telephone Totals			1 <u>324.72</u>
Account 53240 - Freight / Other			
4819 - InfoUSA Marketing INC.	13-2018 Polk City Directory	06/01/2018	15.00
8002 - Safeguard Business Systems, INC	13-(50) printed & bound copies--Comprehensive Plan	06/01/2018	39.96
Account 53240 - Freight / Other Totals			2 <u>54.96</u>
Account 53310 - Printing			
8002 - Safeguard Business Systems, INC	13-(50) printed & bound copies--Comprehensive Plan	06/01/2018	775.00
Account 53310 - Printing Totals			1 <u>775.00</u>
Account 53320 - Advertising			
323 - Hoosier Times, INC	13-Public Notices-Case AA-09-18, FY 2018-2021 Transp. Im	06/01/2018	50.83



Vendor	Invoice Description	Account	Payment Date	Invoice Amount
Account 53320 - Advertising Totals			1	\$50.83
Account 53990 - Other Services and Charges				
4945 - Eco-Counter, INC	13-Battery Packs-Alternative Transp		06/01/2018	1,230.00
1847 - Hylant of Indianapolis, LLC	13 - For Notary Bond - H. Duncan		06/01/2018	50.00
6235 - Toole Design Group, LLC	13-2017-2018 Transportation Plan (Contract)_plan		06/01/2018	6,287.31
Account 53990 - Other Services and Charges Totals			3	\$7,567.31
Program 130000 - Main Totals			21	\$24,998.76
Program 132000 - MPO				
Account 53960 - Grants				
585 - Bloomington Public Transportation	13-MPO Reimb. FY2017-3rd QTR_1-1-17 to 3-31-17		06/01/2018	929.60
Account 53960 - Grants Totals			1	\$929.60
Program 132000 - MPO Totals			1	\$929.60
Department 13 - Planning Totals			22	\$25,928.36
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52210 - Institutional Supplies				
2966 - Barrett Supplies & Equipment, INC	19-bathroom supplies-toilet tissue, paper towels, hand soap		06/01/2018	1,228.68
Account 52210 - Institutional Supplies Totals			1	\$1,228.68
Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co INC	19-CH-misc. hardware		06/01/2018	10.00
409 - Black Lumber Co INC	19-CH-silicone caulking		06/01/2018	2.97
1537 - Indiana Door & Hardware Specialties, INC	19-10 keys made		06/01/2018	60.00
395 - Kirby Risk Corp	19-CH-lamps for stock		06/01/2018	193.80
395 - Kirby Risk Corp	19-CH-ballasts for stock		06/01/2018	289.51
394 - Kleindorfer Hardware & Variety	19-screw bits, keys, spray paint, hook		06/01/2018	31.45
394 - Kleindorfer Hardware & Variety	19-CH-dish soap, batteries, keys		06/01/2018	22.15
53005 - Menards, INC	19-batteries, snake drain, ice cube bin		06/01/2018	83.00
Account 52310 - Building Materials and Supplies Totals			8	\$692.88
Account 52340 - Other Repairs and Maintenance				
177 - Indiana Oxygen Company, INC	19-refill oxygen acetylene tanks		06/01/2018	104.25



Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 52340 - Other Repairs and Maintenance Totals	1	\$104.25
Account 52430 - Uniforms and Tools			
177 - Indiana Oxygen Company, INC	19-tank rental-acetylene-4/30/18	06/01/2018	32.34
394 - Kleindorfer Hardware & Variety	19-CH-caulk gun, caulking	06/01/2018	17.17
394 - Kleindorfer Hardware & Variety	19-CH-tools for truck, clips	06/01/2018	28.16
394 - Kleindorfer Hardware & Variety	19-back brace for B. Wallock	06/01/2018	15.49
	Account 52430 - Uniforms and Tools Totals	4	\$93.16
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Division cell phone charges 4/12-5/11/18	05/21/2018	177.24
	Account 53210 - Telephone Totals	1	\$177.24
Account 53610 - Building Repairs			
651 - Engraving & Stamp Center, INC	19-name plates for ESD	06/01/2018	62.26
3434 - Executive Management Services, INC	19-CH/off site facilities-May 2018 cleaning services	06/01/2018	13,646.00
321 - Harrell Fish, INC	19-CH-water heater on top of roof leaking	06/01/2018	1,300.17
7402 - Nature's Way, INC	19-CH-monthly, May 2018, plant maintenance contract	06/01/2018	336.60
	Account 53610 - Building Repairs Totals	4	\$15,345.03
Account 53630 - Machinery and Equipment Repairs			
21104 - Cummins Crosspoint, LLC	19-City Hall-generator service 5-2-18	06/01/2018	884.83
	Account 53630 - Machinery and Equipment Repairs Totals	1	\$884.83
Account 54440 - Motor Equipment			
6070 - 72 Hour LLC (National Auto Fleet Group)	19-2018 Chevrolet Silverado truck	06/01/2018	26,714.00
	Account 54440 - Motor Equipment Totals	1	\$26,714.00
Account 54510 - Other Capital Outlays			
6070 - 72 Hour LLC (National Auto Fleet Group)	19-2018 Chevrolet Silverado truck	06/01/2018	13,595.98
	Account 54510 - Other Capital Outlays Totals	1	\$13,595.98
	Program 190000 - Main Totals	22	\$58,836.05
	Department 19 - Facilities Maintenance Totals	22	\$58,836.05
Department 28 - ITS			
Program 280000 - Main			
Account 52110 - Office Supplies			



Vendor	Invoice Description	Payment Date	Invoice Amount
5103 - Staples Contract & Commercial, INC	28-Copier Paper for City Departments-30 cases	06/01/2018	837.90
Account 52110 - Office Supplies Totals		1	<u>837.90</u>
Account 52420 - Other Supplies			
53442 - Paragon Micro, INC	28-Laptop Battery	06/01/2018	68.99
5103 - Staples Contract & Commercial, INC	28-Portable Projector Screen	06/01/2018	339.89
Account 52420 - Other Supplies Totals		2	<u>408.88</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	28-cell phone charges 4/12-5/11/18	05/21/2018	734.98
Account 53210 - Telephone Totals		1	<u>734.98</u>
Program 280000 - Main Totals		4	<u>\$1,981.76</u>
Department 28 - ITS Totals		4	<u>\$1,981.76</u>
Fund 101 - General Fund (S0101) Totals		120	<u>\$231,786.63</u>
Fund 103 - Restricted Donations			
Department 06 - Controller's Office			
Program 400101 - Animal Medical Services			
Account 53130 - Medical			
54639 - Shake Veterinary Services, INC (Town &	01-spay/neuter surgeries-1/30/18	06/01/2018	206.80
54639 - Shake Veterinary Services, INC (Town &	01-wound care-2/9/18	06/01/2018	58.50
54639 - Shake Veterinary Services, INC (Town &	01-spay/neuter surgeries-4/24 & 5/1/18	06/01/2018	193.80
54639 - Shake Veterinary Services, INC (Town &	01-bloodwork-4/18/18	06/01/2018	238.00
54639 - Shake Veterinary Services, INC (Town &	01-dental work, surgery follow-up, neuter surgery-4/24/18	06/01/2018	593.37
Account 53130 - Medical Totals		5	<u>\$1,290.47</u>
Program 400101 - Animal Medical Services Totals		5	<u>\$1,290.47</u>
Program 400102 - Animal Supplies			
Account 52210 - Institutional Supplies			
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-LG & XL	06/01/2018	105.60
4633 - Midwest Veterinary Supply, INC	01-pain meds, sanitizer, anti-parasitics-5/16/18	06/01/2018	524.16
4633 - Midwest Veterinary Supply, INC	01-kitten milk replacer-5/16/18	06/01/2018	79.64
4633 - Midwest Veterinary Supply, INC	01-food bowls, vinyl exam gloves-LG & XL	06/01/2018	148.28
4633 - Midwest Veterinary Supply, INC	01-rat food-5/7/18	06/01/2018	20.46



Vendor	Invoice Description	Payment Date	Invoice Amount
5819 - Synchrony Bank	01-miracle nipple, microwaveable pet heating pad	06/01/2018	127.05
	Account 52210 - Institutional Supplies Totals	6	\$1,005.19
	Program 400102 - Animal Supplies Totals	6	\$1,005.19
	Department 06 - Controller's Office Totals	11	\$2,295.66
	Fund 103 - Restricted Donations Totals	11	\$2,295.66
Fund 249 - Grants Non Approp			
Department 04 - Economic & Sustainable Dev			
Program G17018 - Bloomington Wide Brownfields			
Account 53170 - Mgt. Fee, Consultants, and Workshops			
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	06/01/2018	210.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	06/01/2018	400.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	06/01/2018	150.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	3	\$760.00
	Program G17018 - Bloomington Wide Brownfields Totals	3	\$760.00
	Department 04 - Economic & Sustainable Dev Totals	3	\$760.00
	Fund 249 - Grants Non Approp Totals	3	\$760.00
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090022 - Safe Civil Justice Downtown Int			
Account 53960 - Grants			
1618 - Shalom Community Center INC	09- Shalom Community Center expansion hours	06/01/2018	49,000.00
	Account 53960 - Grants Totals	1	\$49,000.00
	Program 090022 - Safe Civil Justice Downtown Int Totals	1	\$49,000.00
	Department 09 - CFRD Totals	1	\$49,000.00
	Fund 312 - Community Services Totals	1	\$49,000.00
Fund 401 - Non-Reverting Telecom (S1146)			
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 54450 - Equipment			
53442 - Paragon Micro, INC	28-Captial Replacement Computers	06/01/2018	914.99



Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 54450 - Equipment Totals	1	\$914.99
	Program 254000 - Infrastructure Totals	1	\$914.99
Program 256000 - Services			
Account 53150 - Communications Contract			
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business internet-5/21-6/20/18	05/21/2018	116.01
	Account 53150 - Communications Contract Totals	1	\$116.01
	Program 256000 - Services Totals	1	\$116.01
	Department 25 - Telecommunications Totals	2	\$1,031.00
	Fund 401 - Non-Reverting Telecom (\$1146) Totals	2	\$1,031.00
Fund 450 - Local Road and Street(S0706)			
Department 20 - Street			
Program 200000 - Main			
Account 53520 - Street Lights / Traffic Signals			
223 - Duke Energy	20-912 S. Walnut-electric bill 3/27-4/26/18	05/21/2018	9.65
223 - Duke Energy	20-Traffic Light Summary Electric bill-bill date 5/9/18	05/21/2018	2,755.90
223 - Duke Energy	20-Street Light Summary Electric bill-bill date 5/7/18	05/21/2018	35,079.88
	Account 53520 - Street Lights / Traffic Signals Totals	3	\$37,845.43
	Program 200000 - Main Totals	3	\$37,845.43
	Department 20 - Street Totals	3	\$37,845.43
	Fund 450 - Local Road and Street(S0706) Totals	3	\$37,845.43
Fund 451 - Motor Vehicle Highway(S0708)			
Department 20 - Street			
Program 200000 - Main			
Account 52210 - Institutional Supplies			
313 - Fastenal Company	20-earplugs, gloves, white spray paint-4/10/18	06/01/2018	24.64
	Account 52210 - Institutional Supplies Totals	1	\$24.64
Account 52330 - Street , Alley, and Sewer Material			
334 - Irving Materials, INC	20-109 N College-Class A Stone Ash-3 cy-5/2/18	06/01/2018	304.50
334 - Irving Materials, INC	20-110 N Walnut-Class A Stone Ash-3.5 cy-4/18/18	06/01/2018	379.75
	Account 52330 - Street , Alley, and Sewer Material Totals	2	\$684.25



Vendor	Invoice Description	Payment Date	Invoice Amount
Account 52340 - Other Repairs and Maintenance			
294 - All-Phase Electric Supply, INC	20-Traffic signal supplies-THHN10 stranded green 500'	06/01/2018	97.66
294 - All-Phase Electric Supply, INC	20-Traffic signal supplies-conduit, pvc coupling	06/01/2018	39.49
313 - Fastenal Company	20-earplugs, gloves, spray paint-5/9/18	06/01/2018	65.32
395 - Kirby Risk Corp	20-street lights-pedestal connector,	06/01/2018	134.16
395 - Kirby Risk Corp	20-street lights-40 STD 90 degree elbow	06/01/2018	5.97
395 - Kirby Risk Corp	20-street lights-polymer concrete box	06/01/2018	114.50
Account 52340 - Other Repairs and Maintenance Totals		6	<u>\$457.10</u>
Account 52420 - Other Supplies			
394 - Kleindorfer Hardware & Variety	20-clamps, grind discs	06/01/2018	9.98
53005 - Menards, INC	20-3'x50' welded wire 14G, diamond blade-14"	06/01/2018	111.08
19681 - Southeastern Equipment Co, INC	20-Teeth BM R1FLOO for Milling Machine	06/01/2018	796.00
Account 52420 - Other Supplies Totals		3	<u>\$917.06</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Division cell phone charges 4/12-5/11/18	05/21/2018	163.12
Account 53210 - Telephone Totals		1	<u>\$163.12</u>
Account 53250 - Pagers			
332 - Indiana Paging Network, INC	20-snow control pagers-June 2018	06/01/2018	86.76
Account 53250 - Pagers Totals		1	<u>\$86.76</u>
Account 53310 - Printing			
8002 - Safeguard Business Systems, INC	20-All Weather No Parking Signs-5,250	06/01/2018	1,995.00
Account 53310 - Printing Totals		1	<u>\$1,995.00</u>
Account 53610 - Building Repairs			
392 - Koorsen Fire & Security, INC	19-Traffic-fire extinguisher serv. Annual, exit light quick chec	06/01/2018	71.85
Account 53610 - Building Repairs Totals		1	<u>\$71.85</u>
Account 53910 - Dues and Subscriptions			
2871 - International Municipal Signal Association	20-Traffic Signal Level 2 Field Certification-VanDeventer	06/01/2018	40.00
Account 53910 - Dues and Subscriptions Totals		1	<u>\$40.00</u>
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel	20-mat/towel services-5/2/18	06/01/2018	26.39



Vendor	Invoice Description	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel	20-mat/towel services-5/9/18	06/01/2018	26.39
19171 - Aramark Uniform & Career Apparel	20-uniform rental (minus payroll ded)-5/9/18	06/01/2018	21.04
19171 - Aramark Uniform & Career Apparel	20-uniform rental (minus payroll ded)-5/2/18	06/01/2018	21.04
Account 53920 - Laundry and Other Sanitation Services Totals			4 \$94.86
Account 53990 - Other Services and Charges			
5187 - Green Dragon Lawn Care, INC	20-Snow Removal Services-multi-use pathways-2/5/18 BC 2017-80	06/01/2018	340.00
5187 - Green Dragon Lawn Care, INC	20-Snow Removal Services-multi-use pathways-2/7/18 BC 2017-80	06/01/2018	340.00
902 - Indiana Underground Plant Protection	20-IN 811-line locate services-March 2018-765 tickets	06/01/2018	726.75
Account 53990 - Other Services and Charges Totals			3 \$1,406.75
Program 200000 - Main Totals			24 \$5,941.39
Department 20 - Street Totals			24 \$5,941.39
Fund 451 - Motor Vehicle Highway(S0708) Totals			24 \$5,941.39
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 43160 - Lot/Garage Leases - Annual			
Jessica Davidson	26-refund May 2018 garage rent	06/01/2018	67.00
Account 43160 - Lot/Garage Leases - Annual Totals			1 \$67.00
Account 52310 - Building Materials and Supplies			
53005 - Menards, INC	26-shelving supplies 4th st garage	06/01/2018	400.63
Account 52310 - Building Materials and Supplies Totals			1 \$400.63
Account 53170 - Mgt. Fee, Consultants, and Workshops			
6197 - CE Solutions, INC	26-4th St Garage-condition assesment-serv. thru 4/15/18 BC 2017-75	06/01/2018	28,985.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			1 \$28,985.00
Account 53210 - Telephone			
1079 - AT&T	26-Pkg Garages-phone charges 4/8-5/7/18	05/21/2018	387.24
13969 - AT&T Mobility II, LLC	26-Pkg Garages-cell phone charges 4/12-5/11/18	05/21/2018	150.86
Account 53210 - Telephone Totals			2 \$538.10
Account 53610 - Building Repairs			
3397 - Evens Time, INC	26-Pkg Garages-Maintenance Contract 4/1-6/30/18 BC 2015-71	06/01/2018	8,081.76



Vendor	Invoice Description		Payment Date	Invoice Amount
		Account 53610 - Building Repairs Totals	1	\$8,081.76
Account 53650 - Other Repairs				
32 - Cassady Electrical Contractors, INC	26-4th St Garage Electrical-Payment No 4	BC 2017-81	06/01/2018	45,082.28
18844 - First Financial Bank, N.A.	26-4th St Garage Electrical-Escrow No 4	BC 2017-81	06/01/2018	2,372.78
		Account 53650 - Other Repairs Totals	2	\$47,455.06
Account 54510 - Other Capital Outlays				
6296 - Blakley Corporation	26-Concrete work to Morton and Walnut St Garages	BC 2018-01	06/01/2018	44,215.00
		Account 54510 - Other Capital Outlays Totals	1	\$44,215.00
		Program 260000 - Main Totals	9	\$129,742.55
		Department 26 - Parking Totals	9	\$129,742.55
		Fund 452 - Parking Facilities(S9502) Totals	9	\$129,742.55
Fund 454 - Alternative Transport(S6301)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52430 - Uniforms and Tools				
54558 - The Uniform House, INC	26-J Miles uniform shirt		06/01/2018	40.03
		Account 52430 - Uniforms and Tools Totals	1	\$40.03
		Program 020000 - Main Totals	1	\$40.03
		Department 02 - Public Works Totals	1	\$40.03
		Fund 454 - Alternative Transport(S6301) Totals	1	\$40.03
Fund 601 - Cum Cap Development(S2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
4443 - The Sherwin Williams Company	20-Paint for Street Pavement Markings		06/01/2018	64.76
		Account 52330 - Street , Alley, and Sewer Material Totals	1	\$64.76
Account 54110 - Land Purchase				
Jean LeJeune	02-ROW Winslow & Henderson Sidepath		06/01/2018	35,000.00
Omega Visions, LLC	02-ROW W 2nd Street Sidepath Parcel 5		06/01/2018	3,060.00
		Account 54110 - Land Purchase Totals	2	\$38,060.00



Vendor	Invoice Description	Payment Date	Invoice Amount
	Program 020000 - Main Totals	3	\$38,124.76
	Department 02 - Public Works Totals	3	\$38,124.76
	Fund 601 - Cum Cap Development(S2391) Totals	3	\$38,124.76
Fund 730 - Solid Waste (S6401)			
Department 16 - Sanitation			
Program 160000 - Main			
Account 52420 - Other Supplies			
409 - Black Lumber Co INC	16-40# quikcrete concrete gravel mix to repair mailbox	06/01/2018	3.99
248 - Cosner's Ice Company	16-ice for employees-75 7# bags	06/01/2018	108.75
476 - Southern Indiana Parts, INC (Napa Auto	16-garage supplies-2.5 DEF for trucks	06/01/2018	19.76
	Account 52420 - Other Supplies Totals	3	\$132.50
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Division cell phone charges 4/12-5/11/18	05/21/2018	298.18
	Account 53210 - Telephone Totals	1	\$298.18
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel	16-uniform rental (minus payroll ded)-5/2/18	06/01/2018	7.49
19171 - Aramark Uniform & Career Apparel	16-mat/towel services-5/2/18	06/01/2018	31.87
19171 - Aramark Uniform & Career Apparel	16-uniform rental (minus payroll ded)-5/9/18	06/01/2018	7.49
19171 - Aramark Uniform & Career Apparel	16-mat/towel services-5/9/18	06/01/2018	31.87
19171 - Aramark Uniform & Career Apparel	16-uniform rental (minus payroll ded)-5/16/18	06/01/2018	7.49
19171 - Aramark Uniform & Career Apparel	16-mat/towel services-5/16/18	06/01/2018	31.87
	Account 53920 - Laundry and Other Sanitation Services Totals	6	\$118.08
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-4/16-4/30/18	06/01/2018	11,958.40
10330 - Kevin R Huntley (Green Earth Recycling &	16-yard waste disposal fees-4/1-4/30/18-8 loads	06/01/2018	200.00
	Account 53950 - Landfill Totals	2	\$12,158.40
	Program 160000 - Main Totals	12	\$12,707.16
	Department 16 - Sanitation Totals	12	\$12,707.16
	Fund 730 - Solid Waste (S6401) Totals	12	\$12,707.16
Fund 800 - Risk Management(S0203)			



Vendor	Invoice Description	Payment Date	Invoice Amount
Department 10 - Legal			
Program 100000 - Main			
Account 52430 - Uniforms and Tools			
327 - Hoosier Workwear Outlet, INC	10-B. Snedegar-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-S. Sturrock-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-C. Johnson-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-K. Fulford-safety shoes	06/01/2018	99.99
327 - Hoosier Workwear Outlet, INC	10-D. Baugh-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-M. Hicks-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-V. Minder-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-C. Konnerman-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-P. Capps-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-J. Mitchner-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-R. Grubb-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-G. May-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-D. Myers-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-B. Prince-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-S. Henson-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-D. Kinser-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-E. Richardson-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-I. Martin-safety shoes	06/01/2018	79.99
327 - Hoosier Workwear Outlet, INC	10-S. Henderson-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-A. Throop-safety shoes	06/01/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-G. Towell-safety shoes	06/01/2018	100.00
1548 - Safety Shoe Distributors, INC	10-Safety Shoes-K. Williams (2 pair)/D. Flynn	06/01/2018	279.98
54207 - Smith's Shoe Center	10-Safety Shoes-	06/01/2018	793.58
Account 52430 - Uniforms and Tools Totals		23	<u>\$3,153.54</u>
Account 53420 - Worker's Comp & Risk			
2618 - Southeastern Indiana Health Operations,	12 TTD Wages (Dan Roger) Inv 201861	05/23/2018	438.63
Account 53420 - Worker's Comp & Risk Totals		1	<u>\$438.63</u>



Vendor	Invoice Description	Payment Date	Invoice Amount
	Program 100000 - Main Totals	24	\$3,592.17
	Department 10 - Legal Totals	24	\$3,592.17
	Fund 800 - Risk Management(S0203) Totals	24	\$3,592.17
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
3977 - Cigna Health & Life Insurance Company	12-May2018 Cigna DentalVision Admin\$8,792.97	06/01/2018	2,135.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fee FSA/HSA Gym/Massage for 2018	06/01/2018	1,085.12
	Account 53990 - Other Services and Charges Totals	2	\$3,220.12
Account 53990.1201 - Other Services and Charges Health Insurance			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$719.39	05/21/2018	719.39
	Account 53990.1201 - Other Services and Charges Health Insurance Totals	1	\$719.39
	Program 120000 - Main Totals	3	\$3,939.51
	Department 12 - Human Resources Totals	3	\$3,939.51
	Fund 801 - Health Insurance Trust Totals	3	\$3,939.51
Fund 802 - Fleet Maintenance(S9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	17 - office supplies hanging files clasp envelopes, labels and	06/01/2018	9.82
	Account 52110 - Office Supplies Totals	1	\$9.82
Account 52230 - Garage and Motor Supplies			
4693 - Monroe County Tire & Supply, INC	17-tires	06/01/2018	129.10
4693 - Monroe County Tire & Supply, INC	17-tires	06/01/2018	10.00
	Account 52230 - Garage and Motor Supplies Totals	2	\$139.10
Account 52240 - Fuel and Oil			
613 - Hoosier Penn Oil Company, INC	17-oil and fluids	06/01/2018	86.94
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	06/01/2018	2,810.00
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	06/01/2018	21,608.46



Vendor	Invoice Description		Payment Date	Invoice Amount
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	BC 2017-76D	06/01/2018	20,557.53
		Account 52240 - Fuel and Oil Totals	4	\$45,062.93
Account 52320 - Motor Vehicle Repair				
409 - Black Lumber Co INC	17-misc parts		06/01/2018	4.56
244 - Bloomington Ford, INC	17 - #633 - cat converter parts, sensors, nuts and bolts		06/01/2018	1,108.38
244 - Bloomington Ford, INC	17-misc parts		06/01/2018	38.66
244 - Bloomington Ford, INC	17-misc parts		06/01/2018	12.71
5481 - Bright Equipment, INC (BobCat of Indy)	17-#469 tie rods		06/01/2018	221.46
5481 - Bright Equipment, INC (BobCat of Indy)	17-parts return		06/01/2018	(181.40)
4335 - Circle Distributing, INC	17-misc parts		06/01/2018	18.15
4335 - Circle Distributing, INC	17-misc parts		06/01/2018	46.92
4335 - Circle Distributing, INC	17-misc parts		06/01/2018	639.68
4335 - Circle Distributing, INC	17-misc parts		06/01/2018	48.24
5792 - Clark Truck Equipment Co., INC	17-#692 hinge pins		06/01/2018	134.58
21104 - Cummins Crosspoint, LLC	17 - Cummins software update		06/01/2018	501.04
594 - Curry Auto Center, INC	17-misc parts		06/01/2018	96.28
594 - Curry Auto Center, INC	17-misc parts		06/01/2018	141.53
594 - Curry Auto Center, INC	17-misc parts		06/01/2018	6.13
796 - Interstate Battery System of Bloomington,	17-batteries		06/01/2018	74.00
796 - Interstate Battery System of Bloomington,	17-batteries		06/01/2018	71.70
796 - Interstate Battery System of Bloomington,	17-batteries		06/01/2018	165.00
293 - J&S Locksmith Shop, INC	17-#698 ignition switch		06/01/2018	37.40
4439 - JX Enterprises, INC	17-#948 torque rod		06/01/2018	171.99
394 - Kleindorfer Hardware & Variety	17-misc parts		06/01/2018	2.04
2974 - MacAllister Machinery Co, INC	17-#788 block heater and cord		06/01/2018	147.90
2974 - MacAllister Machinery Co, INC	17-#484 water pump, switch and relay		06/01/2018	293.46
2974 - MacAllister Machinery Co, INC	17-#484 water pump, switch and relay		06/01/2018	56.90
2974 - MacAllister Machinery Co, INC	17-#602 boom release cable		06/01/2018	177.29
4548 - Midwest Motor Supply (Kimball Midwest)	17 - STOCK LUBRICANT		06/01/2018	101.88
53385 - O'Reilly Automotive Stores, INC	17-#396 a/f, blue blade		06/01/2018	31.10



Vendor	Invoice Description	Payment Date	Invoice Amount
53385 - O'Reilly Automotive Stores, INC	17-parts return	06/01/2018	(13.12)
16069 - Palmer Trucks, INC	17-#466 repair damaged cylinder	06/01/2018	141.36
786 - Richard's Small Engine, INC	17-#795/769 filter and hose assy	06/01/2018	197.15
786 - Richard's Small Engine, INC	17-#660 yoke and stud	06/01/2018	98.67
786 - Richard's Small Engine, INC	17-#609 hyd fan and shroud	06/01/2018	35.66
6216 - Terminal Supply, INC	17-stock	06/01/2018	1,510.00
2096 - West Side Tractor Sales Co.	17 - #618 - switch	06/01/2018	84.13
2096 - West Side Tractor Sales Co.	17 - filters loader	06/01/2018	38.86
Account 52320 - Motor Vehicle Repair Totals		35	<u>\$6,260.29</u>
Account 52420 - Other Supplies			
177 - Indiana Oxygen Company, INC	17 - gases, tools for welding and torches	06/01/2018	44.17
177 - Indiana Oxygen Company, INC	17 - gases, tools for welding and torches	06/01/2018	30.54
2974 - MacAllister Machinery Co, INC	17 - Diagnostic Software renewal	06/01/2018	1,000.00
Account 52420 - Other Supplies Totals		3	<u>\$1,074.71</u>
Account 52430 - Uniforms and Tools			
5176 - Robert Blake Hash	17 - Tool Check	06/01/2018	1,000.00
5918 - Ryan W Hillenburg	17 - Tool check	06/01/2018	1,000.00
5183 - Frank L Robinson	17 - Tool check	06/01/2018	1,000.00
4861 - Bradley C Rushton	17 - Tool check	06/01/2018	1,000.00
5383 - Michael Glenn Sciscoe	17 - Tool Check	06/01/2018	1,000.00
1072 - Keith L Sharp	17 - Tool check	06/01/2018	500.00
4878 - James M Smith	17 - Tool Check	06/01/2018	1,000.00
Account 52430 - Uniforms and Tools Totals		7	<u>\$6,500.00</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Division cell phone charges 4/12-5/11/18	05/21/2018	40.42
Account 53210 - Telephone Totals		1	<u>\$40.42</u>
Account 53620 - Motor Repairs			
4474 - Ken's Westside Service & Towing, LLC	17-towing	06/01/2018	250.00
16069 - Palmer Trucks, INC	17-#466 repair damaged cylinder	06/01/2018	744.33
Account 53620 - Motor Repairs Totals		2	<u>\$994.33</u>



Vendor	Invoice Description		Payment Date	Invoice Amount
Account 53650 - Other Repairs				
21104 - Cummins Crosspoint, LLC	19-Fleet Maint-generator service-4/2018	BC 2017-15	06/01/2018	655.08
613 - Hoosier Penn Oil Company, INC	17 - repair of bulk oil tanks	BC 2017-32	06/01/2018	209.98
Account 53650 - Other Repairs Totals			2	<u>\$865.06</u>
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel	17 - Uniforms, mats and towels		06/01/2018	17.50
19171 - Aramark Uniform & Career Apparel	17 - Uniforms, mats and towels		06/01/2018	72.85
19171 - Aramark Uniform & Career Apparel	17 - Uniforms, mats and towels		06/01/2018	74.41
19171 - Aramark Uniform & Career Apparel	17 - Uniforms, mats and towels		06/01/2018	65.31
19171 - Aramark Uniform & Career Apparel	17 - Uniforms, mats and towels		06/01/2018	15.88
19171 - Aramark Uniform & Career Apparel	17 - Uniforms, mats and towels		06/01/2018	17.50
19171 - Aramark Uniform & Career Apparel	17 - Uniforms, mats and towels		06/01/2018	74.93
Account 53920 - Laundry and Other Sanitation Services Totals			7	<u>\$338.38</u>
Program 170000 - Main Totals			64	<u>\$61,285.04</u>
Department 17 - Fleet Maintenance Totals			64	<u>\$61,285.04</u>
Fund 802 - Fleet Maintenance(S9500) Totals			64	<u>\$61,285.04</u>
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1241 - Other Services and Charges Vision				
3977 - Cigna Health & Life Insurance Company	12-May2018 Cigna DentalVision Admin\$8,792.97		06/01/2018	6,657.97
Account 53990.1241 - Other Services and Charges Vision Totals			1	<u>\$6,657.97</u>
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		05/21/2018	18.90
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		05/21/2018	326.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		05/21/2018	590.57
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		05/22/2018	115.00
17785 - The Howard E. Nyhart Company, INC	06-City/Util URM		05/23/2018	650.20
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals			5	<u>\$1,700.67</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				



Vendor	Invoice Description	Payment Date	Invoice Amount
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/21/2018	136.28
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/21/2018	78.98
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/21/2018	61.62
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/22/2018	10.00
17785 - The Howard E. Nyhart Company, INC	06-City/Util URM	05/23/2018	55.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		5	<u>\$341.88</u>
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util			
17785 - The Howard E. Nyhart Company, INC	12-Util DDC 2018	05/22/2018	740.00
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals		1	<u>\$740.00</u>
Program 120000 - Main Totals		12	<u>\$9,440.52</u>
Department 12 - Human Resources Totals		12	<u>\$9,440.52</u>
Fund 804 - Insurance Voluntary Trust Totals		12	<u>\$9,440.52</u>
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016B - 2016 B Ped/Signal/Intersection			
Account 54510 - Other Capital Outlays			
2671 - Hannum, Wagle & Cline Engineering	13-Ped Safety Inspect-services 4/1-4/29/18	06/01/2018	3,347.99
Account 54510 - Other Capital Outlays Totals		1	<u>\$3,347.99</u>
Program 06016B - 2016 B Ped/Signal/Intersection Totals		1	<u>\$3,347.99</u>
Department 06 - Controller's Office Totals		1	<u>\$3,347.99</u>
Fund 978 - City 2016 GO Bond Proceeds Totals		1	<u>\$3,347.99</u>
		293	<u>\$590,879.84</u>



Board of Public Works Claim Register

Invoice Date Range 05/16/18 - 05/16/18

Utility Batch

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	ACC-APRIL 18	19-ACC-water/sewer bill-April 2018	Paid by Check # 67765		05/16/2018	05/16/2018	05/16/2018		05/16/2018	458.36
								Account 53530 - Water and Sewer Totals	Invoice Transactions 1	\$458.36
Account 53540 - Natural Gas										
222 - Vectren	50195420-050218	19-ACC-gas bill 4/3-5/2/18	Paid by Check # 67777		05/16/2018	05/16/2018	05/16/2018		05/16/2018	1,160.46
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	\$1,160.46
								Program 010000 - Main Totals	Invoice Transactions 2	\$1,618.82
								Department 01 - Animal Shelter Totals	Invoice Transactions 2	\$1,618.82
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	CTYHALL-APRIL 18	19-City Hall-water/sewer bill-April 2018	Paid by Check # 67765		05/16/2018	05/16/2018	05/16/2018		05/16/2018	337.57
208 - City Of Bloomington Utilities	TMPMTR-APRIL 18	19-Graffiti Team-Temp Mtr-water/sewer bill-April	Paid by Check # 67765		05/16/2018	05/16/2018	05/16/2018		05/16/2018	15.48
								Account 53530 - Water and Sewer Totals	Invoice Transactions 2	\$353.05
								Program 190000 - Main Totals	Invoice Transactions 2	\$353.05
								Department 19 - Facilities Maintenance Totals	Invoice Transactions 2	\$353.05
								Fund 101 - General Fund (S0101) Totals	Invoice Transactions 4	\$1,971.87
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	3550KNSR-050318	28-3550 N Kinser Pike-business internet 5/16-	Paid by Check # 67767		05/16/2018	05/16/2018	05/16/2018		05/16/2018	104.85
								Account 53150 - Communications Contract Totals	Invoice Transactions 1	\$104.85
								Program 256000 - Services Totals	Invoice Transactions 1	\$104.85
								Department 25 - Telecommunications Totals	Invoice Transactions 1	\$104.85
								Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice Transactions 1	\$104.85
Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	STREET-APRIL 18	19-Street Dept-water/sewer bill-April	Paid by Check # 67765		05/16/2018	05/16/2018	05/16/2018		05/16/2018	150.51
208 - City Of Bloomington Utilities	TRAFFIC-APRIL 18	19-Traffic Building-water/sewer bill-April	Paid by Check # 67765		05/16/2018	05/16/2018	05/16/2018		05/16/2018	37.06
208 - City Of Bloomington Utilities	STRFRHYD-APRIL18	19-Street Dept-Fire Hydrant-1st bill-	Paid by Check # 67765		05/16/2018	05/16/2018	05/16/2018		05/16/2018	41.84
								Account 53530 - Water and Sewer Totals	Invoice Transactions 3	\$229.41
Account 53540 - Natural Gas										
222 - Vectren	52414143-0504018	19-Traffic Bldg-gas bill 4/5-5/4/18	Paid by Check # 67777		05/16/2018	05/16/2018	05/16/2018		05/16/2018	133.70
222 - Vectren	52418247-050418	19-Street Dept-gas bill 4/5-5/4/18	Paid by Check # 67777		05/16/2018	05/16/2018	05/16/2018		05/16/2018	217.94
								Account 53540 - Natural Gas Totals	Invoice Transactions 2	\$351.64
								Program 200000 - Main Totals	Invoice Transactions 5	\$581.05
								Department 20 - Street Totals	Invoice Transactions 5	\$581.05
								Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice Transactions 5	\$581.05
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	4thGAR-APRIL 18	19-4th St Garage-water/sewer bill-April	Paid by Check # 67765		05/16/2018	05/16/2018	05/16/2018		05/16/2018	38.91
208 - City Of Bloomington Utilities	MRTNGAR-APRIL 18	19-Morton St Garage-water/sewer bill-April	Paid by Check # 67765		05/16/2018	05/16/2018	05/16/2018		05/16/2018	36.96
								Account 53530 - Water and Sewer Totals	Invoice Transactions 2	\$75.87
								Program 260000 - Main Totals	Invoice Transactions 2	\$75.87
								Department 26 - Parking Totals	Invoice Transactions 2	\$75.87
								Fund 452 - Parking Facilities(S9502) Totals	Invoice Transactions 2	\$75.87
Fund 730 - Solid Waste (S6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	SANIT-APRIL 18	19-Sanitation-water/sewer bill-April	Paid by Check # 67765		05/16/2018	05/16/2018	05/16/2018		05/16/2018	106.22
								Account 53530 - Water and Sewer Totals	Invoice Transactions 1	\$106.22
Account 53540 - Natural Gas										
222 - Vectren	50195440-050218	19-Sanitation-gas bill 4/3-5/2/18	Paid by Check # 67777		05/16/2018	05/16/2018	05/16/2018		05/16/2018	86.91
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	\$86.91
								Program 160000 - Main Totals	Invoice Transactions 2	\$193.13
								Department 16 - Sanitation Totals	Invoice Transactions 2	\$193.13
								Fund 730 - Solid Waste (S6401) Totals	Invoice Transactions 2	\$193.13



Board of Public Works Claim Register

Invoice Date Range 05/16/18 - 05/16/18
Utility Batch

Fund **802 - Fleet Maintenance(\$9500)**
 Department **17 - Fleet Maintenance**
 Program **170000 - Main**
 Account **53530 - Water and Sewer**
 208 - City Of Bloomington Utilities

Account **53540 - Natural Gas**
 222 - Vectren

FLEET-APRIL 2018	19-Fleet Maint- water/sewer bill-April	Paid by Check # 67765	05/16/2018	05/16/2018	05/16/2018	05/16/2018	104.18
Account 53530 - Water and Sewer Totals						Invoice Transactions 1	\$104.18
51863666- 050418	19-Fleet Maint-gas bill 04/05/18-5/04/18	Paid by Check # 67777	05/16/2018	05/16/2018	05/16/2018	05/16/2018	248.21
Account 53540 - Natural Gas Totals						Invoice Transactions 1	\$248.21
Program 170000 - Main Totals						Invoice Transactions 2	\$352.39
Department 17 - Fleet Maintenance Totals						Invoice Transactions 2	\$352.39
Fund 802 - Fleet Maintenance(\$9500) Totals						Invoice Transactions 2	\$352.39
Grand Totals						Invoice Transactions 16	\$3,279.16

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
	Bank Fees				
6/1/2018	Claims				590,879.84
5/16/2018	Sp Utility Cks				3,279.16
	Month Of May HSA/WorkComp/MT & Gym/CIGNA				
					<u><u>594,159.00</u></u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 594,159.00**

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 _____