

# **Board of Public Works Meeting**

**October 16, 2018**



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

**A Regular Meeting of the Board of Public Work to be held Tuesday, October 16, 2018 at 5:30 p.m., in the City Council Chambers at Showers, 401 N. Morton Street, Bloomington, Indiana.**

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS & REMONSTRANCES**

**III. HEARING ON NOISE APPEAL**

1. Appeal of Noise Citation #37832 at 407 S. Lincoln

**IV. TITLE VI ENFORCEMENT**

1. Permission to Abate Property at 1253 E. Miller Drive

**V. CONSENT AGENDA**

1. Approval of Minutes, October 2, 2018
2. Resolution 2018-110: Approval of Pushcart Renewal to Operate in the Public Right of Way (The Sandwich Spot)
3. Approve Newsom's Carriage & Sleigh Rides to Operate in the Public Right of Way During the Annual Holiday Market Sponsored by City of Bloomington Parks & Recreation (Saturday, 11/24)
4. Request for Noise Permit for Grand Opening of Lotus Education & Arts Foundation Office (Saturday, 11/3)
5. Approval of Payroll

**VI. NEW BUSINESS**

1. Approve Preliminary Engineering Contract with Bynum, Fanyo, & Associates Inc. for the Maxwell Street Sidewalk Project
2. Approve Memorandum of Understanding Request from Weddle Brothers Construction to Extend Use of Right of Way for the Graduate Hotel located at 210 E. Kirkwood Ave.
3. Approve Request from Weddle Brothers Construction to Extend Use of Right of Way for the IU Fine Arts Project on E. 13<sup>th</sup> Street
4. Approve Service Agreement with HFI Inc. for the Replacement of HVAC System at the Sanitation Garage
5. Approve Service Agreement with Republic Services for Sanitation and Recycling Collection Services

**VII. STAFF REPORTS & OTHER BUSINESS**

**VIII. APPROVAL OF CLAIMS**

**IX. ADJOURNMENT**

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

## **STAFF REPORT**

### **Appeal of Noise Ordinance Citation #37832**

#### **Appellant Information:**

Nicolas Stark  
407 S. Lincoln St.  
Bloomington, Indiana 47401  
Date Appealed: 09/13/2017

#### **Citation Information:**

Issued: 9-7-2018  
Officer: Detective Jacob Hunter  
Place: 407 S. Lincoln St.  
Bloomington, IN 47401  
For: Excessive Loud Noise from Residence

#### **Attachments:**

1. Dispatch Records
2. Mr. Nicolas Stark's Appeal w/copy of Citation
3. Subpoena for Detective Jacob Hunter, Bloomington Police Department
4. Proposed Order

#### **Officer's Description:**

A complaint for noise was received by dispatch at approximately 10:47 p.m. on September 7, 2018. At approximately 11:01 p.m. on September 7, 2018, Detective Jacob Hunter was dispatched to investigate a noise complaint at 407 S. Lincoln St., Bloomington, Indiana 47401. Detective Hunter was immediately en route. Detective Hunter arrived on scene at approximately 11:06 p.m. From the street Detective Hunter could hear loud music coming from the residence. Detective Hunter is available for questions.

#### **Appellant's Description:**

Mr. Stark appeals the citation because the location of the occurrence is not his address, although he lists his local address as 407 S. Lincoln Street. He also argues that the name and driver's license on the ticket are not his.

#### **Law:**

Bloomington Municipal Code requires the City to show:

1. That the noise was unreasonable.
2. That the Appellant caused or made the unreasonable noise or allowed the unreasonable noise to be caused or made in or on any real or personal property occupied or controlled by the appellant

##### **1. The Noise was Unreasonable:**

- Under BMC § 14.09.030(c)(4) states that it is legally sufficient evidence of a violation of this section when sound is clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of nine p.m. and seven a.m.
- Detective Hunter states that upon arrival at approximately 11:06 p.m., and while he was still out on the street, he could hear the sound of loud music from the residence located at 407 S. Lincoln St.

##### **2. The Appellant is someone who can be held responsible for the unreasonable noise:**

- Under BMC § 14.09.030(b) the following people can be held responsible for violating the noise ordinance:
  - **Any Person who causes or makes any unreasonable noise,**
  - **A person who allows any unreasonable noise to be caused or made in or on property controlled or occupied by the person**
- Mr. Stark was present and therefore occupying the residence.

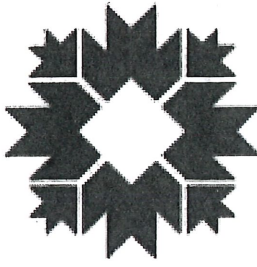
**Conclusion:**

- The facts establish that noise was audible from off the property between the hours of 9:00 p.m. and 7:00 a.m. The ticket was issued to Stark, a person who, by ordinance, can be found to have violated this noise ordinance in that he was present and occupying the residence at the time of the violation.

**Staff Recommendation:**

- Deny the appeal and uphold the ticket as issued.
- This is Mr. Starks's first violation of this ordinance. A first time violator is subject to a fine of \$50.00, in accordance with BMC 14.09.070(b).





## Appeal of Noise Citation to the Board of Public Works

City of Bloomington

Department of Public Works

401 North Morton Street, Suite 120

Phone (812)349-3410

Email: [Public.Works@Bloomington.IN.gov](mailto:Public.Works@Bloomington.IN.gov)

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

Name: Nicolas Stark Phone Number 317-696-1406

Citation Number: 37832 Date on Noise Citation: 9-7-18

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

Local Address:

407 S Lincoln St  
Bloomington, IN, 47401

Permanent Address:

5186 N Road 625 W  
Bargersville, IN, 46106

nickstark3@live.com

Today's Date: 9-13-18

Reason for Appeal: Location of occurrence is not my address, first name  
is incorrect, drivers license number is not mine. I am not liable  
for 407 S Walnut and this ticket technically was not even  
issued to me.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of 9-13-18  
When the Board of Public Works will consider my appeal.

[Signature]  
Signature

9-13-18  
Date

### For use by Public Works:

Date Appeal Received: \_\_\_\_\_ Received By: \_\_\_\_\_

Date Appeal Forwarded to Legal Department: \_\_\_\_\_

COUNTY OF MONROE  
CITY OF BLOOMINGTON  
ORDINANCE VIOLATION

NO. 37832

B18-36729

C9311  
\$

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

Day of Week Friday	Day 7	Month Sep	Year 18	Time 11:15pm
Last Name Stank			First Nicholas	MI
Street Address 407 S Lincoln				D.O.B. 7/20/97
City Bloomington			State IN	Zip Code 47404
Sex M	Race W	SSN/OLN 8530-10-1764		

DID COMMIT THE FOLLOWING OFFENSE:

Loud Noise

OR

Excessive Loud Noise

☒ Residence

☐ Vehicle

Contrary to the BMC § 14.09.030

at 407 S. Walnut, Bloomington, IN.

Officer's Signature [Signature]

I.D. No. 1554

City of Bloomington, Indiana

Date 9/7/18

Signature [Signature]

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION



BLOOMINGTON LETTER SHOP

5473451

09/13/2018  
15:29

BLOOMINGTON POLICE DEPARTMENT  
Master Citation Table:

302  
Page: 1

Citation  
Citation Num C9311 Type MUN MUNICIPAL VI  
State Citation Num B37832 Case Number  
Related Incident B18-36729 Submit Status

Defendant  
Numbr N83947  
Last STARK Fst NICHOLAS Mid  
DOB 07/20/1997 SSN - - Adr✓ 407 S LINCOLN ST  
Race W Sx M Tel ( ) - Cty BLOOMINGTON ST IN ZIP 47401  
DLN DLS IN

Details  
Violation Date 23:15:00 09/07/2018 Court Date : : / /  
When Issued 23:15:00 09/07/2018 Court  
Issuing Officer HUNTER J Bond Type  
Agency Code BPD Bond Amount 50.00

Location  
Address✓ 407 N WALNUT ST  
City BLOOMINGTON State IN ZIP Area LB101

Vehicle  
No Plate ST Type  
Speed - Actual 0 Posted 0 Safe 0  
Circumstances

Comments

Statute Code Disposition  
Offenses 14.09.030 NOISE VIOLATION

= = = = =

INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
NM	N83947	09/09/2018	STARK, NICHOLAS	*Defendant
LW	B18-36729	09/09/2018	NOISE	*Related Incident

Name and Address  
Number: N83947  
Last: STARK First: NICHOLAS Middle:  
Address& 407 S LINCOLN ST Address History:  
City: BLOOMINGTON State: IN ZIP: 47401  
Zone: LB1 Area: LB104  
Death: / / Alias:  
Moniker:

Personal Identification  
DL Number: SSN: - - State ID:  
DL State: IN Class: FBI: Local ID:  
Home Tel: ( ) - Other Tel:  
Work Tel: ( ) - Internet:

Physical Description  
DOB: 07/20/1997 Eyes: Complxn:  
Race: W WHITE NON-H Glasses: Speech:  
Sex: M Male Hair: Teeth:  
Gender: Hairstyle: Build:  
Height: ' cm Beard: Ethnic:  
Weight: 0 kg

#### Traits

Name Type: INDIV Sub Type: PERSON

= = = = =

#### INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
CT	C9311	09/09/2018	NOISE VIOLATION	*Defendant

#### Name Subtype Detail:

Name Subtype Detail

#### Seq Subtype

1 PERSONPERSON/INDIVIDUAL

Incident			
Incident Number:	B18-36729	Nature:	NOISE
Case Number:		Image:	
Address			
City:	BLOOMINGTON	State:	IN ZIP: 47401
Area:	LB104 BPD D1	RepZone	Contact:

Numbr:					
Last:		Fst:	Mid:		
DOB:		SSN:	Adr		
Race:	Sx:	Tel:	Cty:	ST:	ZIP:

Offense/Statute:		
	Reported:	Observed:
Circumstances:		
Rspndg Officers: HUNTER J	SINIARD B	
Rspnsbl Officer: HUNTER J	Agency: BPD	CAD Call ID: 180907477
Received By: BABBS H	Last RadLog: 23:15:21 09/07/2018	CE
How Received: T TELEPHONE	Clearance: N	NO REPORT NEEDED
When Reported: 22:47:46 09/07/2018	Disposition:	Disp Date: 09/07/2018
Occurrd between: 22:47:46 09/07/2018	Judicial Sts:	
and: 22:47:46 09/07/2018	Misc Entry:	

=====

Type	Record #	Date	Description	Relationship
CA	180907477	09/07/2018	22:47 09/07/2018 NOISE	*Initiating Call
CT	C9311	09/09/2018	NOISE VIOLATION	*Citation

Responding Officers		
Seq	Name	Unit
1	HUNTER J	1554
2	SINIARD B	1555

## Main Radio Log Table:

Call ID: 180907477 Type: 1 Natr: NOISE

Rptd: 22:47:46 09/07/2018

Law: B18-36729

EMS:

Fire:

Time/Date: 23:15:21 09/07/2018

Sequence: 1

Logged by: HUNTER J

Unit: 1554

Agency: BPD BLOOMINGTON POLICE DEPARTMENT

Ten Code: CE CLEAR EVENT

Zone: LB1 BPD District 1

Description: (MDC) Completed call incid#=B18-36729 call=3811

Call ID: 180907477 Type: 1 Natr: NOISE

Rptd: 22:47:46 09/07/2018

Law: B18-36729

EMS:

Fire:

Time/Date: 23:15:14 09/07/2018

Sequence: 1

Logged by: SINIARD B

Unit: 1555

Agency: BPD BLOOMINGTON POLICE DEPARTMENT

Ten Code: CE CLEAR EVENT

Zone: LB1 BPD District 1

Description: (MDC) Completed call incid#=B18-36729 call=3811

Call ID: 180907477 Type: 1 Natr: NOISE

Rptd: 22:47:46 09/07/2018

Law: B18-36729

EMS:

Fire:

Time/Date: 23:06:39 09/07/2018

Sequence: 1

Logged by: HUNTER J

Unit: 1554

Agency: BPD BLOOMINGTON POLICE DEPARTMENT

Ten Code: AR ARRIVED ON SCENE

Zone: LB1 BPD District 1

Description: (MDC) Arrived on scene incid#=B18-36729 call=3811

Call ID: 180907477 Type: 1 Natr: NOISE

Rptd: 22:47:46 09/07/2018

Law: B18-36729

EMS:

Fire:

Time/Date: 23:06:35 09/07/2018

Sequence: 1

Logged by: SINIARD B

Unit: 1555

Agency: BPD BLOOMINGTON POLICE DEPARTMENT

Ten Code: AR ARRIVED ON SCENE

Zone: LB1 BPD District 1

Description: (MDC) Arrived on scene incid#=B18-36729 call=3811

Call ID: 180907477 Type: 1 Natr: NOISE

Rptd: 22:47:46 09/07/2018

Law: B18-36729

EMS:

Fire:

Time/Date: 23:01:41 09/07/2018

Sequence: 1

Logged by: SINIARD B

Unit: 1555

Agency: BPD BLOOMINGTON POLICE DEPARTMENT

Ten Code: ENRT ENROUTE TO A CALL

Zone: LB1 BPD District 1

Description: (MDC) Assisting unit 1554 incid#=B18-36729 call=3811

Call ID: 180907477 Type: 1 Natr: NOISE

Rptd: 22:47:46 09/07/2018

Law: B18-36729

EMS:

Fire:

Time/Date: 23:01:35 09/07/2018

Sequence: 1

Logged by: HUNTER J

Unit: 1554

Agency: BPD BLOOMINGTON POLICE DEPARTMENT

Ten Code: ER ENROUTE TO A CALL

Zone: LB1 BPD District 1

Description: (MDC) Enroute to a call incid#=B18-36729 call=3811

Call ID: 180907477 Type: 1 Natr: NOISE

Rptd: 22:47:46 09/07/2018

Law: B18-36729

EMS:

Fire:

Time/Date: 23:01:33 09/07/2018

Sequence: 1

Logged by: HUNTER J

Unit: 1554

Agency: BPD BLOOMINGTON POLICE DEPARTMENT

Ten Code: DISP DISPATCHED TO A CALL

Zone: LB1 BPD District 1

Description: (MDC) Enroute to a call incid#=B18-36729 call=3811



09/13/18  
15:35

BLOOMINGTON POLICE DEPARTMENT  
CALL DETAIL REPORT

302  
Page: 1

Call Number: 180907477

Nature: NOISE  
Reported: 22:47:46 09/07/18  
Rcvd By: BABBS H How Rcvd: T  
Occ Btwn: 22:47:46 09/07/18 and 22:47:46 09/07/18  
Type: 1  
Priority: 2

Address:  
City: BLOOMINGTON

Alarm:

COMPLAINANT/CONTACT  
-----

Complainant: , Name#:  
Race: Sex: DOB: \*\*/\*\*/\*\*  
Address: ,  
Home Phone: Work Phone:

Contact:  
Address:  
Phone: ( ) -

RADIO LOG  
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Dispatcher	Time/Date	Unit	Code	Zone	Agnc	Description
HUNTER J	23:01:33 09/07/18	1554	DISP	LB1	BPD	(MDC) Enroute to a call incid#=B18-36729 call=3811
HUNTER J	23:01:35 09/07/18	1554	ER	LB1	BPD	(MDC) Enroute to a call incid#=B18-36729 call=3811
SINIARD B	23:01:41 09/07/18	1555	ENRT	LB1	BPD	(MDC) Assisting unit 1554 incid#=B18-36729 call=3811
SINIARD B	23:06:35 09/07/18	1555	AR	LB1	BPD	(MDC) Arrived on scene incid#=B18-36729 call=3811
HUNTER J	23:06:39 09/07/18	1554	AR	LB1	BPD	(MDC) Arrived on scene incid#=B18-36729 call=3811
SINIARD B	23:15:14 09/07/18	1555	CE	LB1	BPD	(MDC) Completed call incid#=B18-36729 call=3811
HUNTER J	23:15:21 09/07/18	1554	CE	LB1	BPD	(MDC) Completed call incid#=B18-36729 call=3811

COMMENTS  
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LOUD PARTY NEXT TO ADDRESS  
23:15:21 09/07/2018 - HUNTER J  
1 cited stark adv dc

UNIT HISTORY  
-----

Unit	Time/Date	Code
1554	23:01:33 09/07/18	DISP

09/13/18  
15:35

BLOOMINGTON POLICE DEPARTMENT  
CALL DETAIL REPORT

302  
Page: 2

1554	23:01:35	09/07/18	ER
1554	23:06:39	09/07/18	AR
1554	23:15:21	09/07/18	CE
1555	23:01:41	09/07/18	ENRT
1555	23:06:35	09/07/18	AR
1555	23:15:14	09/07/18	CE

RESPONDING OFFICERS

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Unit      Officer  
-----

1554	HUNTER J
1555	SINIARD B

INVOLVEMENTS

-----  
Type   Record#      Date      Description      Relationship  
-----  
LW      B18-36729   09/07/18   NOISE B18-36729 413 S LINCOL   Initiating Call

COUNTY OF MONROE  
CITY OF BLOOMINGTON  
ORDINANCE VIOLATION

NO. 37832

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

Day of Week 1-7	Day 7	Month Aug	Year 18	Time 11:00
Last Name Stark			First 10	MI MI
Street Address 407 S L			D.O.B. 7/10/87	
City Bloomington		State IN	Zip Code 47404	
Sex M	Race W	SSN/OLN 530 10 1764		
DID COMMIT THE FOLLOWING OFFENSE: <u>Loud Noise</u>				
OR				
Excessive Loud Noise <u>✓</u> Residence <u>      </u> Vehicle <u>      </u>				
Contrary to the BMC § <u>14-0-0-0</u>				
at <u>407 S L</u> , Bloomington, IN.				
Officer's Signature <u>[Signature]</u>			I.D. No. <u>15541</u>	
City of Bloomington, Indiana				
Date <u>7/7/18</u>				
Signature <u>[Signature]</u>				
Your signature is not an admission of guilt.				
SEE OTHER SIDE FOR ADDITIONAL INFORMATION				

# **City of Bloomington's Board of Public Works**

## **Decision on Appeal of Noise Citation #37832**

On September 7, 2018, the City of Bloomington Police Department issued Noise Citation #37832 to Mr. Nicolas Stark. Mr. Stark timely appealed Citation #37832 to the Board of Public Works. The Board of Public Works heard testimony and received evidence regarding this Noise Citation on Tuesday, October 16, 2018. The Board of Public Works finds as follows:

1. At approximately 10:47 p.m. dispatch received a noise complaint for 407 S. Lincoln Street, Bloomington, IN 47401 (the "Property").
2. At approximately 11:06 p.m. Detective Jacob Hunter arrived at the Property.
3. From the street, Detective Hunter was able to hear music coming from the residence of the Property.
4. Mr. Nicolas Stark was present at the Property.
5. BMC § 14.09.030(c)(4) states that it is legally sufficient evidence of a violation of this section when sound is clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of nine p.m. and seven a.m.
6. BMC § 14.09.030(b) specifies that a person who allows the unreasonable noise to be made in or on property occupied by the person can violate this ordinance.
7. The facts establish that noise was audible by a person of normal hearing from off the premises between the hours of 9:00 p.m. and 7:00 a.m. The ticket was issued to Mr. Nicolas Stark, a person who, by ordinance, can be found to have violated this noise ordinance in that he was occupying the Property.

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

\_\_\_\_\_ Upholds said Noise Citation.

\_\_\_\_\_ Voids said Noise Citation.

**So ordered this 16<sup>th</sup> day of October, 2018.**

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

# Staff Report

**To: Board of Public Works**

**From: Christopher J. Wheeler, Assistant City Attorney**

**Date: October 3, 2018**

**Re: Request For Order to Abate 1253 E Miller Dr., Bloomington, IN 47401**

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## **Attachments:**

1. Notices of Violation
2. Notice of Request to Abate
3. Photographs of the property
4. GIS documentation

## **Facts:**

1. Sarah Mullis & Donald Mullis own the real estate located at 1253 E. Miller Dr., Bloomington, IN, 47401 (Hereinafter the "Property")
2. Bloomington Municipal Code 6.06.050 makes it 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."
3. On 8/15/18, 8/22/18, 8/31/18, 9/19/18/ and 10/01/18, Neighborhood Compliance Officer Dee Wills inspected the Property and on each occasion issued Notices of Violation (Hereinafter the "NOV") to Sarah Mullis & Donald Mullis because the Property is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. Four of the five violations have not been corrected and the current NOV has not been corrected. None of the violations were appealed.
5. The NOV were all posted in a conspicuous place at the property pursuant to BMC 6.06.070(b)
6. The Notice of Request to Abate was first sent certified mail to the last known address of the Sarah & Donald Mullis but the return receipt did not get returned. Thereafter HAND mailed the notice by first class mail to the last known address of Sarah & Donald Mullis all in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous in nature.

## **Status of the Property and Reason for Abatement:**

The Property remains in a continued state of excessive growth. Grass throughout the entire property is in excess of eight inches and weeds and noxious plants are overgrown. The property needs to be abated to eliminate the violation and public nuisance.

## **Staff Recommendation:**

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050.



City of Bloomington  
Housing and Neighborhood Development

On 8/15/18 ; 8/22/18 ; 8/31/18 ; 9/19/18 and 10/01/18 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.

✓ 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 1253 E MILLER DRIVE  
The violation has not been corrected and the correction period has lapsed. HAND, 47401  
therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

BPW Meeting Date: 10/16/2018 Abatement Approved: (Y/N)

Property Owner: SARAH + DONALD MULLIS

Address: 1253 E. MILLER DRIVE 47401  
BLOOMINGTON, IN

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

Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Parcel Number: 53-08-10-207-012.000-009

Legal Description: 015-35180-00 HUNTINGTON PARK PT  
W1/2 Lot 54

# **City of Bloomington's Board of Public Works**

## **Decision on Request for Abatement of 1253 E**

### **Miller Dr. (excessive growth)**

This matter is before the Board of Public Works for Abatement of the Notice of Violation issued against 1253 E Miller Dr. on October 1, 2018, (Hereinafter referred to as the "NOV"). Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, October 16, 2018.

The Board of Public Works now finds as follows:

1. Sarah Mullis & Donald Mullis ("Owners") are the owners of the real estate located at 1253 E Miller Dr., Bloomington, IN 47401 (Hereinafter referred to as the "Property").
2. On 8/15/18, 8/22/18, 8/31/18, 9/19/18/ and 10/01/18, City of Bloomington Neighborhood Compliance Officer Dee Wills personally observed weeds and grass growing on the Property at a height greater than eight inches and overgrown, and in each instance issued a NOV to the Owners in accordance with BMC 6.06.070(b).
3. No appeal was taken of any of the NOV issued, including the 10/01/2018 NOV.
4. Only one of the violation(s) cited in the NOVs was remedied. The violation issued on 10/01/2018, has not been remedied.
5. Notice of Abatement was issued and the Owners notified in accordance with BMC 6.06.080(b).

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

1. That the Property shall be abated in accordance with Bloomington Municipal Code 6.06.
2. The abatement shall be continuous.

**So ordered this 16<sup>th</sup> day of October, 2018.**

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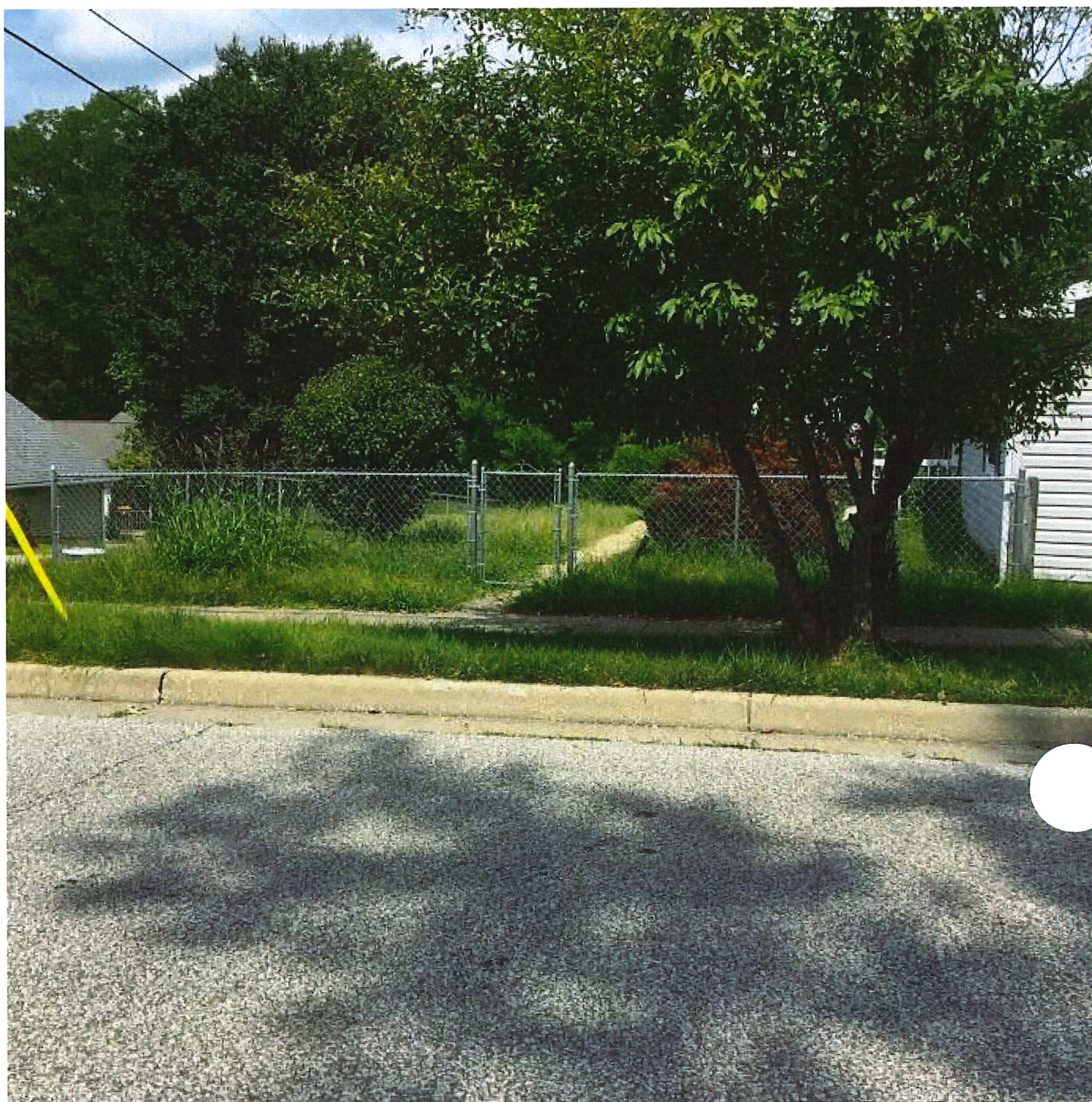
Kyla Cox Deckard, President  
Board of Public Works  
City of Bloomington





1253 E. MILLER DRIVE  
AUGUST 22, 2018





1253 E. MILLER DRIVE

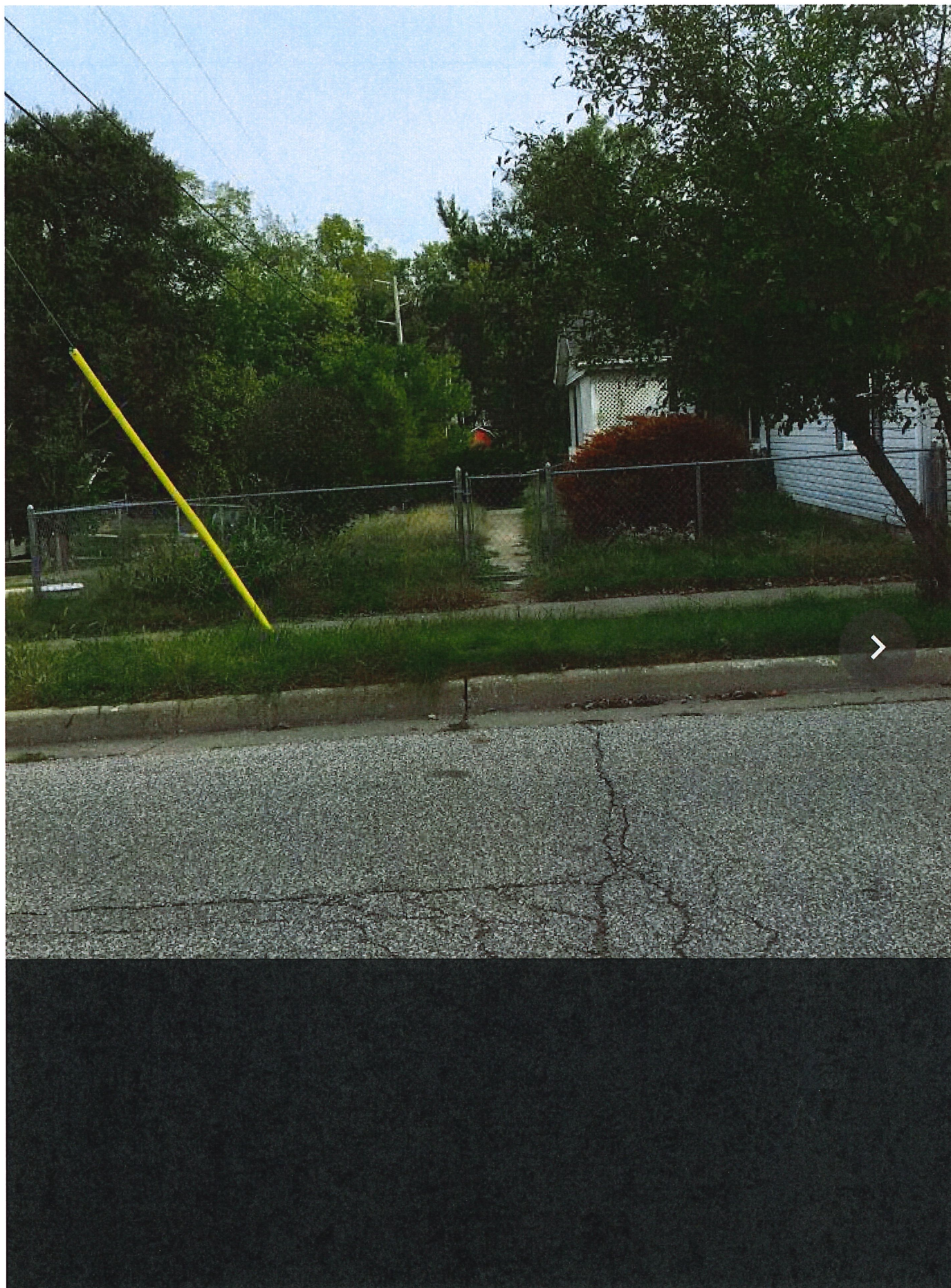
AUGUST 31, 2018





1253 E. MILLER DRIVE  
SEPTEMBER 19, 2018









1253 E. MILLER DRIVE

OCTOBER 01, 2018





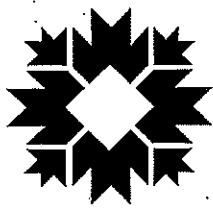
1253 E MILLER DRIVE  
OCTOBER 01, 2018





1253 E. MILLER DRIVE

OCTOBER 01, 2018



# Notice of Violation

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

Date 10-1-18 Time 2:10 Address/location 1253 E. MILLER DRIVE  
Issued by: 227 47401

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

**Fine Due: \$15.00**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

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

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

**Fine Due: \$50**

**\$100**

**\$150**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

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☒ BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches.

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Comments: \_\_\_\_\_

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2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
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4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name

SARAH & DONALD MULLIS

Address

1253 E. MILLER

City

BLOOMINGTON State IN

Zip Code

47401

Agent Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

BPW: ☒

Mail Copies To: Resident: \_\_\_\_\_ Owner: ☒ Agent: \_\_\_\_\_



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Development Department (HAND)  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
[www.bloomington.in.gov/hand/](http://www.bloomington.in.gov/hand/)

Date 9/19/18 Time 2:06 Address/location 1253 E MILLER DR  
Issued by: 227 47401

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**Ticket#** \_\_\_\_\_

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**\$100**

**\$150**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

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**\$100**

**\$150**

**Warning (No fine due at this time)**

**Ticket#** \_\_\_\_\_

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Comments: \_\_\_\_\_

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Owner Name

SARAH + DONALD MULLIS

Address

1253 E. MILLER DR

City

BLOOMINGTON State IN

Zip Code

47401

Agent Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

BPW: ☒

Mail Copies To: Resident: \_\_\_\_\_ Owner: ☒ Agent: \_\_\_\_\_





# Notice of Violation

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

Date 8/31/18 Time 1:34 Address/location 1253 E. MILLER DR  
Issued by: 227 47401

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

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

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Comments: \_\_\_\_\_

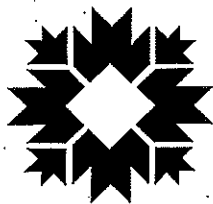
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Owner Name	<u>SARAH + DONALD MULLIS</u>
Address	<u>1253 E. MILLER DR</u>
City	<u>BLOOMINGTON</u> State <u>IN</u>
Zip Code	<u>47401</u>

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

BPW: \_\_\_\_\_

Mail Copies To: Resident: \_\_\_\_\_ Owner: ☒ Agent: \_\_\_\_\_



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Bloomington, IN 47402  
[www.bloomington.in.gov/hand/](http://www.bloomington.in.gov/hand/)

Date 8/22/18 Time 2:53 Address/location 1253 E. MILLER DR  
Issued by: 227 47401

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Address

1253 E. MILLER DR

City

BLOOMINGTON

State

IN

Zip Code

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Agent Name \_\_\_\_\_

Address \_\_\_\_\_

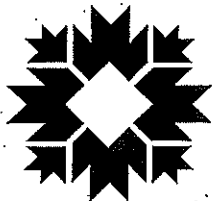
City \_\_\_\_\_

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BPW: \_\_\_\_\_

Mail Copies To: Resident: \_\_\_\_\_ Owner: ☒ Agent: \_\_\_\_\_



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Bloomington, IN 47402  
[www.bloomington.in.gov/hand/](http://www.bloomington.in.gov/hand/)

Date 8/15/18 Time 2:46 Address/location 1253 E MILLER DR  
Issued by: 227 47401

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SARAH & DONALD MULLS

Address

1253 E. MILLER DR

City

BLOOMINGTON State IN

Zip Code

47401

Agent Name

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City

State

Zip Code

BPW:

Mail Copies To: Resident: \_\_\_\_\_ Owner: ☒ Agent: \_\_\_\_\_

The Board of Public Works meeting was held on Tuesday, October 2, 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: Jo Stong – Housing & Neighborhood Development  
Mike Arnold – Housing & Neighborhood Development  
Roy Aten – Planning & Transportation  
Liz Carter – Planning & Transportation  
Neil Kopper – Planning & Transportation  
Adam Wason – Public Works  
Christina Smith – Public Works  
Michael Large – Public Works  
J.D. Boruff – Public Works  
Jackie Moore – City Legal

### **MESSAGES FROM BOARD MEMBERS**

None

### **PETITIONS & REMONSTRANCES**

### **TITLE 6 VIOLATIONS**

Jo Stong, presented the request for Permission to Abate Property at 231 N. Adams Street. See meeting packet for details.

### **Permission to Abate Property at 231 N. Adams Street**

#### **Board Comments:**

Hollingsworth clarified that both 231 N. Adams and 233 N Adams were owned by the same person. Stong confirmed and stated that they have been unable to reach the owner. Stong stated that the properties would be sold at a County Sheriff's auction in the near future.

Hollingsworth made a motion to give Permission to Abate Property at 231 N. Adams Street. Cox Deckard seconded the motion. The motion passed. Permission to Abate Property at 231 N. Adams Street is approved.

Jo Stong, presented the request for Permission to Abate Property at 233 N. Adams Street. See meeting packet for details.

**Permission to Abate  
Property at 233 N.  
Adams Street**

Hollingsworth made a motion to give Permission to Abate Property at 233 N. Adams Street Cox Deckard seconded the motion. The motion passed. Permission to Abate Property at 233 N. Adams Street is approved.

Jo Stong, presented the request for Permission to Abate Property at 1301 W. 8th Street. See meeting packet for details.

**Permission to Abate  
Property at 1301 W. 8th  
Street**

Hollingsworth made a motion to give Permission to Abate Property at 1301 W. 8th Street Cox Deckard seconded the motion. The motion passed. Permission to Abate Property at 1301 W. 8th Street is approved.

Jo Stong, presented the request for Permission to Abate Property at 3811 N. Kinser Pike. See meeting packet for details.

**Permission to Abate  
Property at 3811 N. Kinser  
Pike**

Hollingsworth made a motion to give Permission to Abate Property at 3811 N. Kinser Pike Cox Deckard seconded the motion. The motion passed. Permission to Abate Property at 3811 N. Kinser Pike is approved.

1. Approval of Minutes – September 18
2. Resolution 2018-106: Allow Mobile Vendor to Operate in the Public Right of Way (Swakin Stir – Fry)
3. Resolution 2018-107: Allow Mobil Vendor to Operate in the Public Right of Way (Broomsticks Bakery)
4. Use of Public Streets for BBC 5K Run/Walk (Thursday, 11/21)
5. Request from Gilliate General Contractors to Shift/Close Lanes on Tapp Road (Sunday, 10/14 – Saturday, 10/27)
6. Request from Weddle Brothers to extend the use of the public right of way to close E. 13th Street from N. Woodlawn Avenue to N. Fess Avenue IU Fine Arts Project (Monday, 9/24 through Friday 10/26)
7. Approval of Payroll Register

**CONSENT AGENDA**

Hollingsworth made a motion to approve the consent agenda. Cox Deckard seconded the motion. Motion is passed. Consent agenda is approved.

## NEW BUSINESS

Christina Smith, Public Works, presented Noise Permit Request Regarding Lights on the Lawn. See meeting packet for details.

### **Approve Noise Permit Request Regarding Lights on the Lawn**

Shane Cory Selig, event organizer addressed the Board.

#### **Board Comments:**

Cox Deckard asked if the adjacent property owners had any concerns or complaints when they received notification of the event. Selig stated that the organization has not been made aware of any issues.

Hollingsworth asked for clarification of the proceeds from the event. Selig stated that the proceeds would be submitted to the local Boys & Girls Club of Bloomington.

Adam Wason, Public Works, asked for confirmation of the end time for the event. Selig stated that contractually the artists will end at 11pm.

Hollingsworth asked if there would be food vendors. Selig stated that there will not be food vendors, however there will be merchandise vendors on sight during the event.

Cox Deckard asked for clarification of the type of music that will be played at the event. Selig stated that it will be electronic music with a DJ. Cox Deckard asked if parking would be in the adjacent lots. Selig stated that Simon Mall properties has agreed to allow the event patrons to park in the mall parking lot and then be shuttled to and from the venue.

Hollingsworth asked how many they expected to attend the event. Selig stated approximately 6,000 are expected to attend.

Wason, asked if alcohol was being served. Selig state that alcohol was not being served. Public intoxication would not be permitted and those who are intoxicated will be denied entry. The organization has contracted with ESG Security as well as the City of Bloomington Police Department. Officers will be on site during the duration of the event.

Hollingsworth made a motion to Approve Noise Permit Request Regarding Lights on the Lawn. Cox Deckard seconded the motion. Motion is passed. Noise permit is approved.

Mike Arnold, Housing & Neighborhood, presented Resolution 2018-109: Uphold Order to Seal Unsafe Structure at 2431 South Bryan Street. See meeting packet for details.

**Resolution 2018-109:  
Uphold Order to Seal  
Unsafe Structure at 2431  
South Bryan Street**

**Board Comments:**

Hollingsworth asked if there was a need for a continuous order to seal. Arnold stated that the property owner would be required to seal. If not completed by mid-October the City would seal the property at that time. The property will be monitored for a period of two years.

Hollingsworth made a motion. Cox Deckard seconded the motion. Motion is passed. Resolution 2018-109: Uphold Order to Seal Unsafe Structure at 2431 South Bryan Street is approved.

Liz Carter, Planning & Transportation, presented Resolution 2018-108: Approval for the Short – Term Closure of Public Right of Way. See meeting packet for details.

**Resolution 2018-108:  
Approval for the Short –  
Term Closure of Public  
Right of Way**

Hollingsworth made a motion to approve Resolution 2018-108: Approval for the Short – Term Closure of Public Right of Way. Cox Deckard seconded the motion. Motion is passed. Resolution is approved.

Liz Carter, Planning & Transportation, presented Request from City of Bloomington Utilities to Use Public Right of Way to Facilitate a Culvert Repair. See meeting packet for details.

**Request from City of  
Bloomington Utilities to  
Use Public Right of Way  
to Facilitate a Culvert  
Repair**

**Board Comments:**

Hollingsworth asked for clarification of exactly which spots would be included in the request for the City of Bloomington Utilities vehicles. Carter confirmed that there would be five spaces on Wylie that would be used during this project. It does not include the private resident's parking space.

Cox Deckard continued to elaborate on the urgent need for this replacement. Understanding of traffic delays would be part of the project.

Wason reassured the Board that once the lane restrictions began that Public Works would work with Utilities to make other departments such as emergency services aware of the lane restrictions.

Hollingsworth made a motion to approve the Request from City of

Bloomington Utilities Request to Use Public Right of Way to Facilitate a Culvert Repair. Cox Deckard seconded the motion. Motion passed. Request is approved.

Roy Aten, Planning & Transportation, presented Change Order #3 for the Pedestrian Countdown Timer Project. See meeting packet for details.

**Approve Change Order #3  
for the Pedestrian  
Countdown Timer Project**

**Board Comments:**

Hollingsworth asked what day the work was to be completed. Aten confirmed that the work has already been completed.

Hollingsworth made a motion to Approve Change Order #3 for the Pedestrian Countdown Timer Project. Cox Deckard seconded the motion. Motion is passed. Change Order #3 is approved.

Roy Aten, Planning & Transportation, presented Change Order #4 for the Pedestrian Countdown Timer Project. See meeting packet for details.

**Approve Change Order #4  
for the Pedestrian  
Countdown Timer Project**

Hollingsworth made a motion to Approve Change Order #4 for the Pedestrian Countdown Timer Project. Cox Deckard seconded the motion. Motion is passed. Change Order #4 is approved.

Roy Aten, Planning & Transportation, presented Supplement #1 for the HWC Engineering Construction Inspection Contract on the Pedestrian Countdown Timers Project. See meeting packet for details.

**Approve Supplement #1 for  
the HWC Engineering  
Construction Inspection  
Contract on the Pedestrian  
Countdown Timers Project**

Hollingsworth made a motion to Approve Supplement #1 for the HWC Engineering Construction Inspection Contract on the Pedestrian Countdown Timers Project. Cox Deckard seconded the motion. Motion is passed. Supplement #1 is approved.

Roy Aten, Planning & Transportation, presented Construction Inspection Contract with HWC Engineering for the 2nd – Bloomfield Multimodal Safety Improvements Project. See meeting packet for details.

**Approve Construction  
Inspection Contract with  
HWC Engineering for the  
2<sup>nd</sup> – Bloomfield  
Multimodal Safety  
Improvements Project**

Hollingsworth made a motion to Approve Construction Inspection Contract with HWC Engineering for the 2nd – Bloomfield Multimodal Safety Improvements Project. Cox Deckard seconded the motion. Motion is passed. Contract with HWC is approved.



J.D. Boruff, Public Works, presented Replacement of Automatic Doors at City Hall by Stanley Access Technologies. See meeting packet for details.

## **Approve Replacement of Automatic Doors at City Hall by Stanley Access Technologies**

### **Board Comments:**

Hollingsworth asked if this contract was to replace both the inside and outside sets of doors in the main entrance of City Hall. Boruff clarified that this contract was to replace the outside set of automated sliding doors only.

Hollingsworth made a motion to Approve Replacement of Automatic Doors at City Hall by Stanley Access Technologies. Cox Deckard seconded the motion. Motion is passed. Contract with Stanley Access Technologies is approved.

Adam Wason, Public Works, addressed the board.

- Animal shelter is at capacity and looking for citizens to adopt domesticated pets.
- Addressed the current issue with the increase of tipping fees of municipal single stream recycling. Due to the increase in global supply there will be a fee going forward which may affect the prices charged to citizens on a monthly basis. Wason went on to encourage residents to thoroughly clean recyclables to ensure that it is recycled. Mentioned that there will be a three year extension of the agreement with Hoosier Disposal.
- Users of the Scooters must adhere to the rules of the road. Scooters are not to be used on sidewalks. Multi-use paths are acceptable as long as courtesy is used. Scooters should never block entrances to businesses or ADA ramps. Wason asked for patience as we work through addressing this new technology.

## **STAFF REPORTS & OTHER BUSINESS**

Hollingsworth made a motion to approve claims in the amount of \$460,904.21. Cox Deckard seconded the motion. Motion is approved. Claims are approved

## **APPROVAL OF CLAIMS**

## ADJOURNMENT

Cox Deckard called for adjournment. Meeting is adjourned at 6:02 PM.

Accepted by:

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Kyla Cox Deckard, President

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Beth Hollingsworth, Vice-president

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Dana Palazzo, Secretary

Date:

Attest to:

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



## Board of Public Works Staff Report

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**Project/Event:** Pushcart in right of way

**Petitioner/Representative:** Morgan Bearsch dba The Sandwich Spot

**Staff Representative:** Laurel Waters

**Meeting Date:** October 16, 2018

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Morgan Bearsch, dba The Sandwich Spot, has applied to renew her Pushcart License for one year to operate a pushcart. An applicant for a pushcart license who desires to operate on city property must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and recommends that the Board of Public Works approve the application to operate in the public right of way. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a pushcart selling sandwiches, chips, soda.

This application is for one year: October 17, 2018, through October 16, 2019.

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Staff is supportive of the request.

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

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2018-110**

**Pushcart in Public Right of Way  
Morgan Dearsch dba The Sandwich Spot**

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, Morgan Dearsch dba The Sandwich Spot (“Vendor”) intends to renew her Pushcart License under Bloomington Municipal Code 4.30; and

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

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

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.30 requires Vendor to submit a variety of documentation to the City—set forth at Bloomington Municipal Code 4.30.050—including 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 obtained a Mobile Food Service Establishment license from the Monroe County Health Department, and

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

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart for one year beginning October 17, 2018, and continuing through October 16, 2019.

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

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

**RESOLUTION 2018-110**

- 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 16 DAY OF OCTOBER 2018.**

**BOARD OF PUBLIC WORKS:**

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

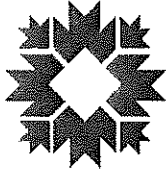
\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

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

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2018-110 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Morgan Bearsch, The Sandwich Spot

Date: \_\_\_\_\_



CITY OF BLOOMINGTON

## PUSHCART LICENSE APPLICATION

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

### 1. License Length and Fee Application

Length of License:	<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:	The Sandwich Spot / Morgan Bearsch	
Title/Position:	CO-OWNER	
Date of Birth:	8/27/1988	
Address:	817 W. 11th Street	
City, State, Zip:	Bloomington, IN 47404	
E-Mail Address:	the.sandwich.spot@gmail.com	
Phone Number:	Mobile Phone:	(812) 725-7902

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

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

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

#### 4. Company Information

Name of Employer:	The sandwich SPOT				
Address of Employer:	817 W. 11th Street				
City, State, Zip:	Bloomington IN 47404				
Employment Start Date:	End Date (If known):				
Phone Number:					
Website / Email:					
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

#### 5. Company Officer Information

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

Name	Address
Morgan Bearisch	817 W. 11th Street Bloomington, IN 47404
Christian Teeple	817 W. 11th St. Bloomington, IN 47404

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

Date of incorporation or organization:	29 September 2017
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Food service: sandwiches, chips, soda pushcart (equipment)	
Planned hours of operation:	5PM- 3AM + EVENTS
Place or places where you will conduct business (If private property, attach written permission from property owner):  Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Friendly Beast Cidery (B-line + 2nd) Atlas Ballroom (S. College Ave.)  Please Attach
Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	



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

<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"><li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li><li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate</li></ul>
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of your business's registration with the Indiana Secretary of State. <i>STATE TAX ID: 0101110282</i>
<input checked="" type="checkbox"/>	A copy of your Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of pushcart
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

*\* WAITING ON COPY OF TAX ID FORM FROM STATE*

**For City Of Bloomington Use Only**

Date Received:	Received By:	Date Approved:	Approved By:
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/28/2018

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 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).

<b>PRODUCER</b> Veracity Insurance Solutions, LLC. 260 South 2500 West, Suite 303 Pleasant Grove UT 84062	<b>CONTACT NAME:</b> FLIP Program Support <b>PHONE (A/C, No, Ext):</b> (844)-520-6992 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> info@flipprogram.com
<b>INSURED</b> The Sandwich Spot 817 w 11th street Bloomington IN 47404	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great American Alliance Insurance Co. <b>NAIC #</b> 26832 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

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

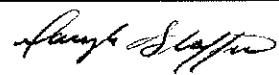
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			PL2260060-F055195X	09/28/2018	09/28/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							ANIMAL BAILEE \$
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$	
						\$	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				OTHER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder had been added as additional insured regarding the above mentioned policy per attached  
Additional Insured - Designated Person or Organization (CG 20 26, ED. 04 13)

**CERTIFICATE HOLDER****CANCELLATION**

City of bloomington City of Bloomington Bloomington, IN 47404	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Schedule**

**Name of Additional Insured Person(s) or Organization(s):**

City of bloomington

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**JOHN HAMILTON**  
**MAYOR**  
**CITY OF BLOOMINGTON**

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

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418  
f 812.349.3520

**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.

The sandwich SPOT, Morgan Mearich  
Name, Printed

M. Mami Blum  
Signature

9/7/18  
Date Release Signed

2017013570 FIRM \$25.00  
09/25/2017 12:22:54P 1 PGS  
Eric Schmitz  
Monroe County Recorder IN  
Recorded as Presented



## CERTIFICATE OF ASSUMED BUSINESS NAME

STATE OF INDIANA, COUNTY OF Monroe  
NAME OF BUSINESS: The Sandwich Spot  
NATURE OF BUSINESS: mobile food cart  
ADDRESS OF BUSINESS: 621 W. 7th Street Bloomington, IN 47404

### PRINTED NAMES AND RESIDENCES OF MEMBERS OF BUSINESS:

<u>Morgan Bearse</u>	AT	<u>621 W. 7th Street</u>
<small>Name</small>		<small>Address</small>
<u>Christian Teeple</u>	AT	<u>707 1/2 N. Lincoln</u>
<small>Name</small>		<small>Address</small>
_____	AT	_____
<small>Name</small>		<small>Address</small>

### SECTION TO BE COMPLETED IN THE PRESENCE OF NOTARY PUBLIC

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

<u>Morgan D. Bearse</u>	<u>Morgan D. Bearse</u>	<u>owner</u>
<small>Member's Signature</small>	<small>Printed Name</small>	<small>Capacity</small>

Subscribe and sworn to before me, this 25<sup>th</sup> day of September, 2017 (Notaries Only) My commission expires April 4, 2025

<u>Brianne Michelle Gregory</u>	<u>Brianne Michelle Gregory</u>	<u>Monroe</u>
<small>Signature of Notary</small>	<small>Printed Name</small>	<small>County of Residence</small>

I affirm, under penalties of perjury, that  
I have taken reasonable care to redact  
each Social Security Number in this  
document, unless required by law.

Morgan Bearse

FORM PREPARED BY: Morgan D. Bearse





# REGISTERED RETAIL MERCHANT CERTIFICATE

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

**CONTROL NUMBER**  
**1700144013099**

SANDWICH SPOT THE  
621 W 7TH ST  
BLOOMINGTON, IN 47404-3940

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

TID: 0161110282

LOC: 001

FID: 82-2102186/0

**ISSUED: 07/11/2017**

**EXPIRES: 07/31/2019**

000058



SANDWICH SPOT  
621 W 7TH ST  
BLOOMINGTON, IN 47404-3940

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



**JOHN HAMILTON  
MAYOR  
CITY OF BLOOMINGTON**

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

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418  
f 812.349.3520

**Prohibited Location Agreement**

Bloomington Municipal Code Section 4.30.130 prohibits Pushcarts from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

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

- € No pushcart shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works
- € No pushcart serving food or beverages shall operate within fifty feet of any façade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the pushcart is currently conducting business. The distance restriction only applies from an hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building
- € No pushcart shall locate in a street, street median strip or alleyway
- € Pushcarts shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows
- € No pushcart shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works
- € No pushcart shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public
- € No pushcart shall be located within fifteen feet of any fire hydrant
- € No pushcart shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional
- € Pushcarts shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the pushcart to locate on said property
- € No pushcart operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code
- € No pushcart shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways

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

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

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

**Vendor:**

Name: Morgan Bearsch

Signature: Morgan Bearsch

Date: 9/7/18





**JOHN HAMILTON**  
**MAYOR**  
**CITY OF BLOOMINGTON**

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

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418  
f 812.349.3520

### **Standard of Conduct Agreement**

Bloomington Municipal Code Section 4.30.150 provides Standards of Conduct for all Pushcarts. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

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

- € Pushcart operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- € A device may not be used which would amplify sounds nor may attention be drawn to the pushcart by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights)
- € No pushcart may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants
- € No pushcart may be used to advertise any product or service which is not authorized to be sold from that pushcart
- € Each pushcart unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- € No pushcart may make use of any public or private electrical outlet while in operation;
- € Each pushcart shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
  - 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 pushcart shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington
  - Liquid from the pushcart shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof
- € Before leaving any location each pushcart shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the pushcart
- € No pushcart shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance

- € Each pushcart shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Pushcarts which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
  - Be placed approximately 20 feet from a building or structure
  - Provide a barrier between the grill or device and the general public
  - The spark, flame or fire shall not exceed 12 inches in height
  - A fire extinguisher shall be within reaching distance of the pushcart operator at all times
- € Pushcart operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out on City property, including, where possible, the removal of the pushcart and cessation of such sales
- € No pushcart shall ever be left unattended
- € Pushcarts shall not be stored, parked or left overnight on any City property
- € All pushcarts which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap.
- € Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All pushcart operators are required to collect and pay all applicable and appropriate sales taxes
- € No pushcart shall provide customer seating unless approval has been given by the City's Board of Public Works and the City's Planning and Transportation Department
- € All pushcarts shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All pushcarts shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No pushcarts shall have a drive-thru
- € The decibels of any generator(s) associated with a pushcart shall not exceed "70dBA".
  - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the noise is being emitted on a sound level meter operated on the "A" weighting network (scale).
  - No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
  - Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
  - The sound level measurement shall be determined as follows:
    - Calibrate the sound level meter within one (1) hour before use.
    - Set the sound level meter on the "A" weighted network at slow response.
    - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein.

The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.

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

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor: The Sandwich Spot

Name: Morgan Bearsch

Signature: M. Mami Bearsch

Date: 9/7/18

# 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

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**Date:** 10/05/2018

**Business Name:** Sandwich Spot

**Address:** 817 W 11th ST  
Bloomington, IN 47404

**Phone:** CELL 812-325-7902

**The following permit has been issued:**

**Permit No.** 18-0126

**Type:** FOOD Temporary Vender/Cooking

**Issued Date:** 10/05/2018

**Effective Date:** 10/05/2018

**Expiration Date:** 10/05/2019

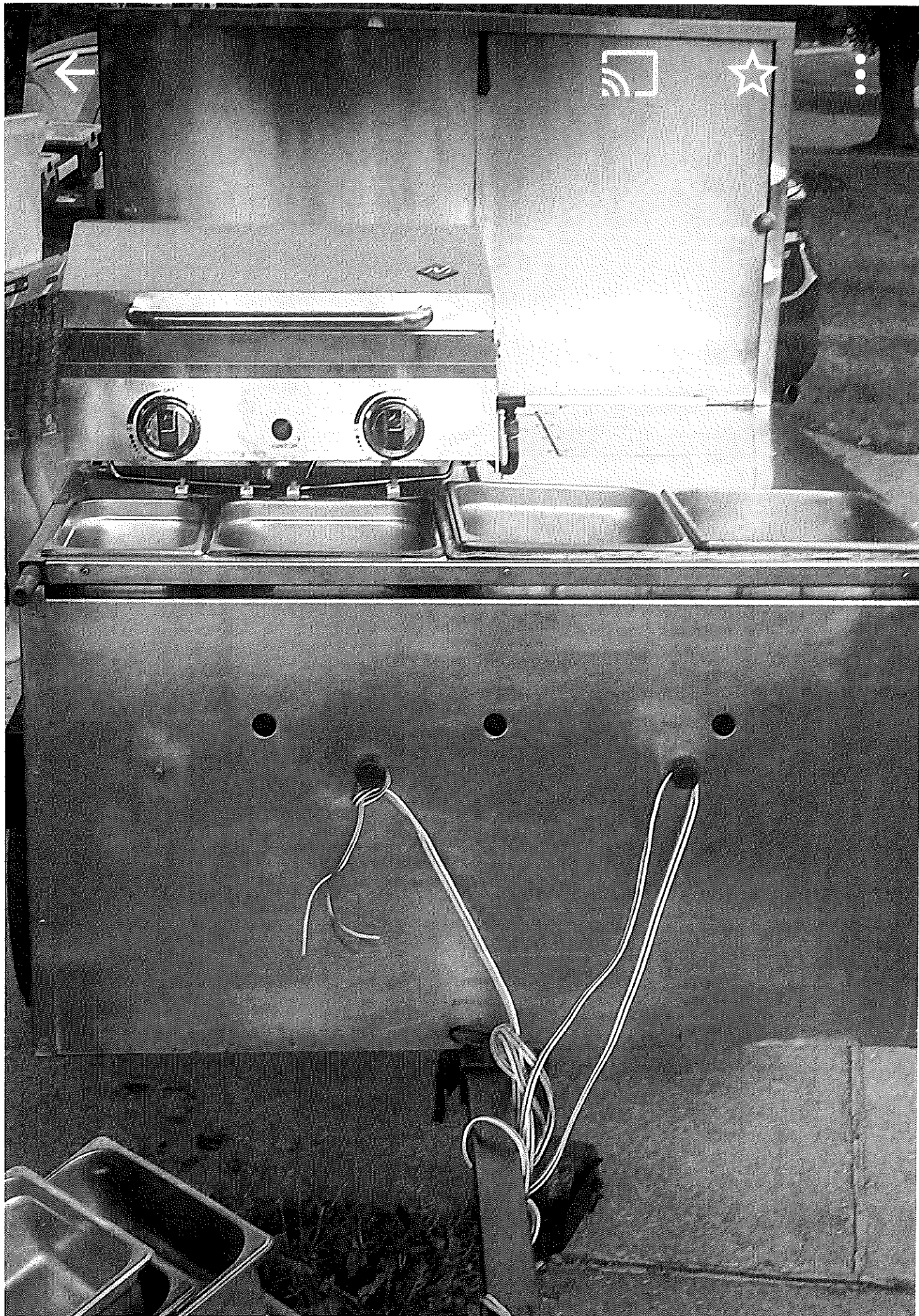
This permit is for a food trailer/vehical operating under the above named and is good for one year from the issue date. All other city rules and ordinance must be followed in conjunction with this permit.

Please contact City of Bloomington Fire for more information.

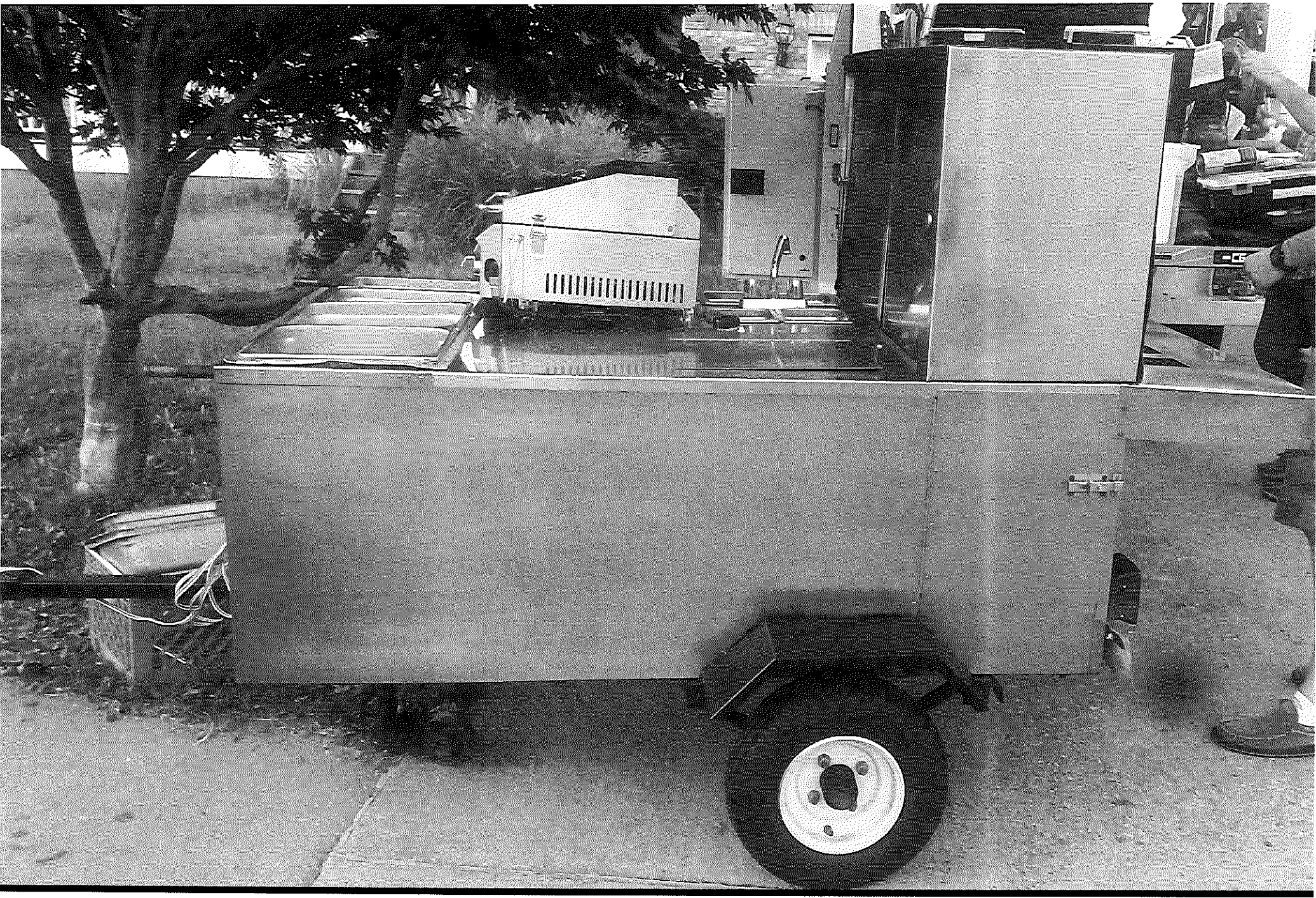
**Inspector:** Tim Clapp

Tim Clapp

**Date** 10-05-2018









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/28/2018

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 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).

<b>PRODUCER</b> Veracity Insurance Solutions, LLC. 260 South 2500 West, Suite 303 Pleasant Grove UT 84062	<b>CONTACT NAME:</b> FLIP Program Support <b>PHONE (A/C, No, Ext):</b> (844)-520-6992 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> info@fliprogram.com
<b>INSURED</b> The Sandwich Spot 817 w 11th street Bloomington IN 47404	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great American Alliance Insurance Co. <b>NAIC #</b> 26832 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PL2260060-F055195X	09/28/2018	09/28/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						ANIMAL BAILEE \$
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder had been added as additional insured regarding the above mentioned policy per attached  
Additional Insured - Designated Person or Organization (CG 20 26, ED. 04 13)

**CERTIFICATE HOLDER****CANCELLATION**

City of bloomington City of Bloomington Bloomington, IN 47404	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 

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

**Name of Additional Insured Person(s) or Organization(s):**

City of bloomington

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. SECTION II - WHO IS AN INSURED** is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

SANDWICH SPOT

Morgan Bearsch

817 W. 11<sup>th</sup> Street

Bloomington, IN 47404

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

2018

Issued SEP 10 2018

By Thomas W. Sharpe

Expires annually on last day of February

**This License Is Not Transferable to Another Individual or Location**

**ServSafe**  
National Restaurant Association

EXAM FORM NO. 10418

CERTIFICATE NO. 11945842

# ServSafe® CERTIFICATION

TO MORGAN D BEARSCH

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)-Conference for Food Protection (CFP).

01/29/2015

DATE OF EXAMINATION

01/29/2020

DATE OF EXPIRATION

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



*Sherman L Brown*  
Sherman Brown  
SVP, National Restaurant Association Solutions



## Board of Public Works Staff Report

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**Project/Event:** Carriage Rides for Holiday Market  
**Petitioner/Representative:** Parks and Recreation  
**Staff Representative:** Marcia Veldman  
**Date:** October 16, 2018

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**Report:**

The Holiday Market, which is sponsored by the City's Parks and Recreation Department, is in discussion with Newsom's Carriage & Sleigh to provide carriage rides for attendees at the Market. This has been a great feature at the Market and encourages attendees to expand their shopping trip to the square. Holiday Market is on Saturday, November 24, and attendees could ride between 10:00 a.m. and 3:00 p.m. Parks would pay Newsom's Carriage & Sleigh, who would then charge \$5.00 per person to ride. Animal Control will inspect the animals the morning of the event. Newsom's Carriage & Sleigh has been very good to work with in the past, and we have already been in contact with them regarding scheduling this year's event.

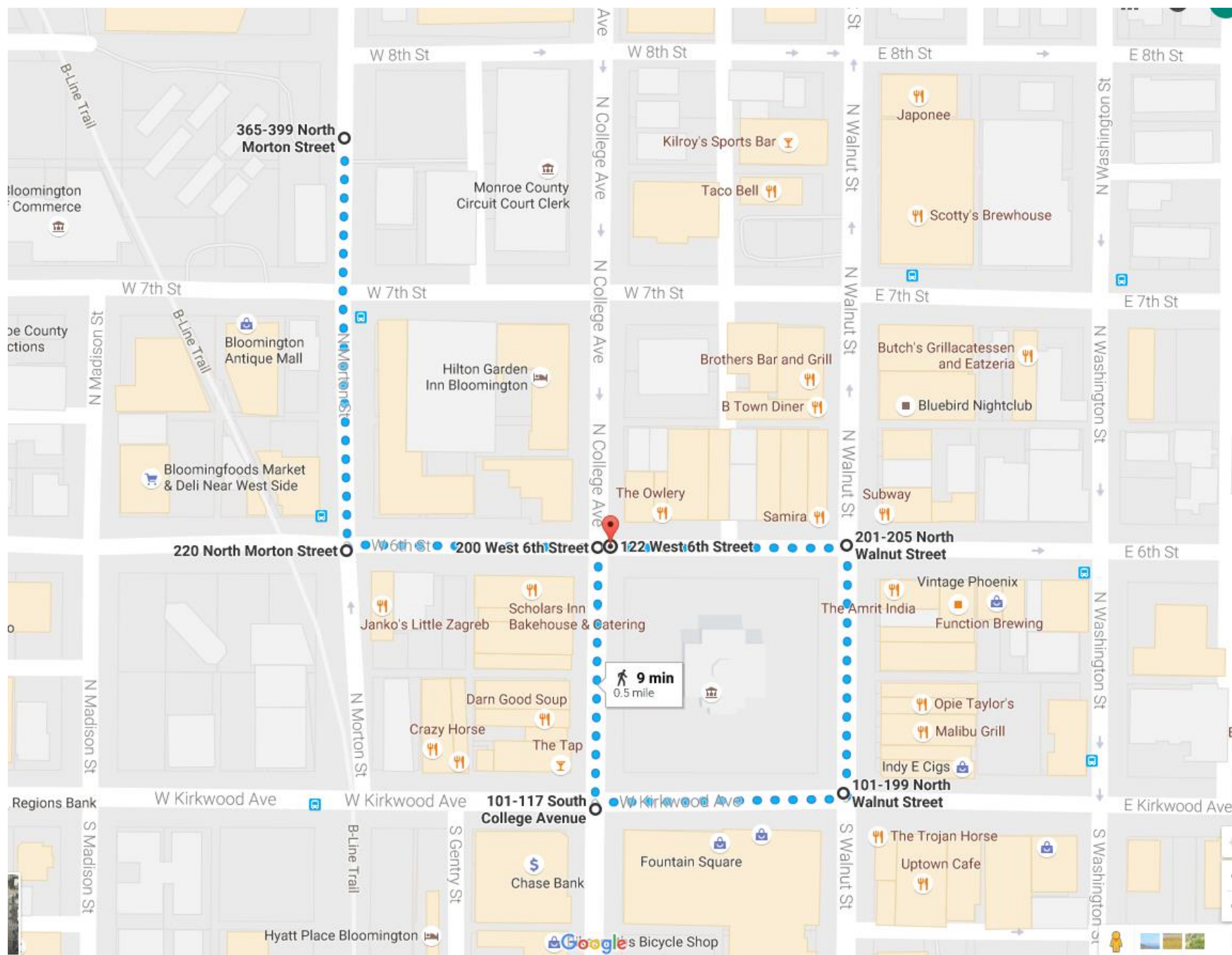
The Board of Park Commissioners has approved the contract with Newsom's Carriage & Sleigh.

Staff is supportive of the request.

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**Recommendation and Supporting Justification:** [optional]

**Recommend Approval by:** *Sean M. Starowitz*





## Board of Public Works Staff Report

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**Project/Event:** New Lotus Space Grand Opening Event  
**Petitioner/Representative:** Lotus Education & Arts Foundation  
**Staff Representative:** Christina Smith  
**Meeting Date:** October 16, 2018  
**Event Date:** November 3, 2018

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**Report:** Lotus Education & Arts Foundation is requesting a noise permit for an indoor/outdoor event for New Lotus Space Grand Opening Event located at 105 S. Rogers Street to benefit the Lotus Education & Arts Foundation. The event takes place on Saturday, November 3<sup>rd</sup> from 7:00 p.m. to 11:00 p.m. with approximately 80 to 100 attendees.

This event starts with a concert by Moira Smiley, at 7:00 p.m. followed by DJ Kyle Long. Weather permitting, the doors to the building may be open during the DJ portion of the event; however, the amplified sound equipment will be kept inside the building and will end at 11:00 p.m.

Event organizers have notified their surrounding neighbors as well as the Prospect Hill Neighborhood Association. Staff is supportive of the noise permit.

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





CITY OF BLOOMINGTON

**NOISE PERMIT**

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) 349-3410 or [smithc@bloomington.in.gov](mailto:smithc@bloomington.in.gov)

**Event and Noise Information**

Name of Event:			
Location of Event:	105 S Rogers St Bloomington 47404		
Date of Event:	11/03/2018	Time of Event:	Start: 7pm
Calendar Day of Week:	Saturday		End: Midnight 11pm
Description of Event:	Grand opening of the new LOTUS space		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	Lotus Education & Arts Foundation

**Applicant Information**

Name:	Tamara Loewenthal		
Organization:	Lotus Education & Arts Foundation	Title:	
Physical Address:	105 S Rogers St Bloomington IN 47404		
Email Address:	tamara@lotusfest.org	Phone Number:	812-336-6599
Signature:	Tamara	Date:	9/17/2018

**FOR CITY OF BLOOMINGTON USE ONLY**

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

<b>BOARD OF PUBLIC WORKS</b>	
Kyla Cox Deckard, President	Beth H. Hollingsworth, Vice-President
Date	Dana Palazzo, Secretary

## Lotus Education & Arts Foundation Offices





## REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/12/2018	Payroll				393,180.81
					<u>393,180.81</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 \$ 393,180.81

Dated this 16 day of October year of 2018.

\_\_\_\_\_  
Kyla Cox Deckard President      Beth H. Hollingsworth Vice President      Dana Palazzo Secretary

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

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



## Board of Public Works Staff Report

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**Project/Event:** Approval of Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the Maxwell Street Sidewalk Project

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

**Staff Representative:** Neil Kopper, Project Engineer

**Date:** 10/10/2018

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**Report:** This project was prioritized by the City Council Sidewalk Committee and will install a new sidewalk on S Maxwell Street from E Miller Drive to E Short Street. Design will begin in 2019 and construction is currently not funded. No right of way acquisition is anticipated for this project.

Bynum Fanyo & Associates Inc. was selected to design this project from the City's on-call engineering consultant list due to their familiarity with the area and experience with this type of project. The total contract amount is set at a not-to-exceed amount of \$20,920.

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**Recommendation and Supporting Justification:** Staff recommends that the Board approve the Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the Maxwell Street Sidewalk Project.

**Recommend** ☒ **Approval** ☐ **Denial** by Neil Kopper

Project Approvals Timeline		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
<b>Design Services Contract</b>	<b>Current Item</b>	<b>10/16/2018</b>
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD

**PROJECT NAME: Maxwell Street Sidewalk Improvements**

**AGREEMENT FOR CONSULTING SERVICES**

This Agreement entered into on this \_\_\_\_\_ day of \_\_\_October\_\_\_\_\_, 2018, by and between the City of Bloomington Department of Planning and Transportation through the Board of Public Works (hereinafter referred to as "Board"), and Bynum Fanyo & Associates Inc., (hereinafter referred to as "Consultant"),

**WITNESSETH:**

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide ADA accessible sidewalks on Maxwell Street from Short Street to Miller Drive; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of a topographic survey including utilities; coordination with various stakeholders including utilities and adjacent property owners; and the preparation of plans, specifications and cost estimates which shall be hereinafter referred to as "the Services", and

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

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

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

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

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

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

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

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

under this Agreement in a skillful and competent manner in accordance with normally accepted standards of architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstances.

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

**A. Information/Reports**

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

**B. Representative**

The Board hereby designates Neil Kopper, Department of Planning and Transportation (“Kopper”) to serve as the Board’s representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

**C. Decisions**

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

**Article 4. Compensation:** The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Twenty Thousand Nine Hundred Twenty Dollars (\$20,920.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

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

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

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

**2. Billing Records:**

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

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

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

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

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

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

**Article 8. Identity of Consultant:** Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification

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

**Article 9. Cost Estimates:** All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

**Article 10. Reuse of Documents:** All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all Judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

**Article 11. Ownership of Documents and Intellectual Property:** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

**Article 12. Independent Contractor Status:** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

**Article 13. Indemnification:** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

**Article 14. Insurance:** During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

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

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

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

**Article 15. Conflict of Interest:** Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. Waiver:** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 17. Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision

to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 18. Assignment:** Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 19. Third Party Rights:** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

**Article 20. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

**Article 21. Non-Discrimination:** Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.

**Article 22. Compliance with Laws:** In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 23. Notices:** Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington  
Planning and Transportation Dept  
Attn: Neil Kopper  
401 N. Morton Street, Suite 130  
Bloomington, IN 47404

Consultant:

Bynum Fanyo & Associates, Inc.  
528 N. Walnut Street  
Bloomington, Indiana 47404

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

**Article 24. Intent to be Bound:** The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of



a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 25. Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

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

**Article 26. Verification of New Employee' Employment Status:** Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

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

**Article 27. No Collusion:** Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit affirming

that Consultant has not engaged in any collusive conduct. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

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

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

Owner

City of Bloomington  
Board of Public Works

Consultant

Bynum Fanyo & Associates, Inc.

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

\_\_\_\_\_  
Jeffrey S. Fanyo P.E. CFM

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

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

By: \_\_\_\_\_  
Mick Renneisen, Deputy Mayor

## **EXHIBIT A SCOPE OF ENGINEERING SERVICES**

### **GENERAL**

The following scope of services describes the tasks and assumptions that apply to the work of Bynum Fanyo and Associates to complete the design of improvements to construct ADA accessible sidewalks on Maxwell Street from Short Street to Miller Drive. Upon completion of the topographic and right of way survey the consultant will make a recommendation to the City for a proposed alignment for their review and approval. This project will include curb ramps at street intersections as appropriate based on the approved final alignment and the City's adopted accessibility guidelines. This project is to be prepared on behalf of the City of Bloomington through its Board of Public Works.

The project includes services for design, construction plans and specifications in accordance with Indiana Department of Transportation (INDOT) specifications and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG). The estimated Engineering Fee and Schedule of Services are provided in Exhibits B and C, respectively. Key Personnel of Consultant are identified in Exhibit D. Tasks to be performed by Consultant are identified by bullets (◆), the responsibilities of Board are designated by statements beginning with "Board".

### **SCOPE OF SERVICES**

The work elements are grouped into the following categories:

- Preliminary Engineering Tasks
- Design Tasks
- Right of Way Determination
- Bidding Support Tasks
- Construction Phase Services
- Project Management Tasks

#### **PRELIMINARY ENGINEERING TASKS**

##### ***Survey, R/W and Property Research***

- ◆ Collect relevant property information including plat mapping and last deeds of record.
- ◆ Prepare a topographical survey of the project including existing utilities.
- ◆ Identify apparent existing right-of-way on the topographic mapping.
- ◆ Depict existing (apparent) right-of-way on the project plans.

##### ***Site Reconnaissance***

- ◆ Conduct site walkthrough of project area. Review the topographic survey information.

- ◆ Obtain a photographic record to assist in the design and to minimize short trips to the site.
- ◆ Inventory Signs and other miscellaneous features that will be impacted by the project.

### ***City Coordination***

- ◆ Contact CBU for information about planned improvements to water, sanitary or storm sewers in the area. Request information on any known drainage, sewer, or water problems.
- ◆ Contact City ITS for information on desired fiber optic work or existing fiber optic facilities in project area.

Board: As a reference, provide GIS mapping of the project area as available. Include edges of pavement, contours, elevations, property, parcel and right-of-way lines, property owners, city-owned utilities, sidewalks, addresses, facility names, building outlines, and aerial photography.

### ***Utility Coordination***

- ◆ In an early coordination letter to utilities, request utility information including mapping available along with notification of any expected utility upgrade work they are planning.
- ◆ Make recommendation of where Subsurface Utility Engineering (SUE) should be performed to verify true depths and locations of utilities, if necessary. *This proposal does not include the conduct of any SUE work because its need has not been identified at this time.*
- ◆ Minimize the impacts to utilities while still meeting City's design goals. Coordinate with utilities to identify potential conflicts and solutions to minimize impacts.
- ◆ Send Utilities a copy of the Preliminary Plans (50%) and invite utilities to a Field Check & Utility Coordination Meeting if necessary. Ask them to verify their facilities are accurately shown. Consider input at the Field Check in the development of the plans.
- ◆ Review Utilities' relocation plans for consistency with road plans. Submit relocation plans to City with recommendation. Add relocation plans to the Road Plans if received in time.

### ***Obtain / Review As-Built Records and Miscellaneous Data***

- ◆ Review as-built and other past-project documentation that is made available by Board. Copy documents useful to the project and return originals to Board.

## **DESIGN TASKS**

### ***Plans***

- ◆ Prepare Construction Plans - Typical plan set to include:
  - Title Sheet – Owner, Project Title, Location Map, Sheet Index
  - General Notes and Utility Information
  - Typical Pavement Details and Sections
  - Details for proposed sidewalk and drives
  - Cross Sections as needed at drives
  - Miscellaneous items and pavement quantities
  - Pavement marking details
- ◆ Prepare Plans at an accepted scale to facilitate filing and handling of plans.

### ***Milestone Submittals***

- ◆ Prepare draft plans in .pdf format for submittal to City;

- ◆ Submit plans for Board and Utilities' review at the Preliminary (50%) Plan stage;
- ◆ Submit Plans and Specifications for review and comment at the Draft Final (95%) stage;
- ◆ Obtain review comments, revise drawings, and publish stamped plans and specifications;
- ◆ Complete bid document package;
- ◆ Submit final CAD files to the City.

#### ***Title and General Information Sheets***

- ◆ Prepare a Title Sheet and General Information Sheet(s) with an index of plan sheets, a list of utility contacts, a table of symbols and lines, and general notes.

#### ***Typical Cross Section and Construction Details***

- ◆ Prepare typical construction details to describe the sidewalk and grading features.

#### ***Maintenance of Traffic Coordination and Design***

- ◆ Through coordination with City representatives, determine maintenance of traffic scheme for the project in accordance with the Indiana Manual for Uniform Traffic Control Devices and provide details or notes in plans.

#### ***Plan and Profile Sheets***

- ◆ Prepare Plan and Profile sheets.

#### ***Cross Sections***

- ◆ Provide Cross Sections as needed to meet requirements.

#### ***Specifications / Special Provisions***

- ◆ Refer to INDOT Standard Specifications (current version) for Materials, Construction Requirements, and Basis for Payment. Write unique Special Provisions for items not covered by City standards or INDOT specifications as needed.

#### ***Public/ Stakeholder Meetings***

- ◆ Attend public meetings as required.

#### ***Owner Coordination Meetings***

- ◆ Attend a plan review / coordination meeting for project area with Board at Preliminary Design (50%), and Draft Final Plans (95%). The meeting for the 50% plans would include a team walkthrough (field check) if desired by client or appropriate due to design issues.
- ◆ Attend up to 2 additional coordination meetings with DPW or other City staff during the project.

### **RIGHT OF WAY ENGINEERING TASKS**

- ◆ It is assumed that no right of way acquisition will be required with this project and that any work required outside of public right of way will be completed through right of entry.

## **BIDDING SUPPORT TASKS**

- ◆ Prepare cost estimate for use in Bid evaluation;
- ◆ Prepare plans on reproducible stock and on compact disk in PDF format for Board's use in preparing additional bid sets. Submit electronic file in MS WORD containing a complete set of project technical specifications.
- ◆ Respond to questions from bidders if requested by Board. Prepare items for addenda, if needed.

## **CONSTRUCTION PHASE TASKS**

- ◆ Assist in the resolution of field issues and interpretations of the Plans and Specifications as requested by Board. Provide at least an initial response to questions within one day.

## **PROJECT MANAGEMENT TASKS**

- ◆ Establish phased budget to monitor project performance.
- ◆ Manage sub-consultants if required. Develop subcontracts, negotiate fees, coordinate their work and incorporate with services. Process Subconsultant invoices and other data.
- ◆ Prepare Invoices to Board to include supporting documentation and cost records if requested. Prepare Progress Reports in format acceptable to Board.

## **ASSUMPTIONS:**

### ***Environmental Hazards***

*Per previous visits, no known environmental hazard or sensitive areas are expected to exist on the project sites. If field investigations reveal or develop a suspicion of such a condition, then the appropriate step is to perform an environmental Phase I or Phase II survey. This work, if required, has not been included.*

### ***Land Rights / Rights of Entry***

*It is assumed that the study area will be accessible to Bynum Fanyo given a reasonable effort to notify property owners of the nature and timing of the work.*

### ***Right of Way Acquisition***

*Per guidance by the Board's representatives, it is understood that right of way will not be required for this project and those services are not specifically mentioned in the Scope of Services.*

## **EXHIBIT B COMPENSATION**

This project is to be conducted using a Lump Sum basis with portions of the work being added to the total cost using a Cost Plus to a Maximum. The agreed Maximum Cost is **\$20,920.00**. In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

Principal Engineer	\$150.00/hour
Senior Project Engineer	\$120.00/hour
Project Engineer	\$ 95.00/hour
Direct Expenses	At Cost
Subconsultants	Cost+5%

For the purpose of budgeting and progress tracking, the project will be invoiced based on LUMP SUM percent complete of the following primary tasks:

<b>TOTAL LUMP SUM</b>	<b>\$ 20,720.00</b>
Survey & Document Preparation	\$ 7,820.00
Design & Plan Preparation. Bidding and Construction Support	\$ 12,900.00

In addition, the following COST PLUS items will be invoiced based on usage required to complete the tasks:

### **Document Reproduction**

Not to exceed \$200.00 at \$4.00 per ARCH Type D Sheets

<b>TOTAL MAXIMUM COST</b>	<b>\$20,920.00</b>
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**EXHIBIT C**  
**ESTIMATED PROJECT SCHEDULE**

<b>MILESTONE</b>	<b>ESTIMATED DATE</b>	<b>COMMENTS</b>
Notice to Proceed	January 1, 2019	
Preliminary plans for review	February 15, 2019	
Preliminary (50% Design) Plans	March 7, 2019	
Field Check and Utility Coordination Meeting	April 7, 2019	
Preliminary Stakeholder Meetings Complete	April 30, 2019	Scheduled by City
Draft Final (95% Design) Plans and Specifications and Preliminary Cost Estimate	May 1, 2019	
Stakeholders / Public Meeting Complete	May 7, 2019	
Final Plans (100% Design) – Ready for Bidding	May 30, 2019	
Bid Advertising/Bid Opening/Construction	June 7, 2019	Scheduled by City
Construction	July thru August 2019	



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

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

<b><u>Position / Responsibility</u></b>	<b><u>Name</u></b>
Civil Engineer/Project Manager	Jeffrey S. Fanyo, P.E. CFM
Senior Project Engineer	Daniel Butler, P.E.
Senior Project Engineer	Rick Coppock
Project Engineer	Jon Thomas

**EXHIBIT E**  
**AFFIDAVIT REGARDING E-VERIFY**

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

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

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned:
  - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
  - 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 knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

\_\_\_\_\_  
Signature

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

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

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

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

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

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

**EXHIBIT F**  
**NON-COLLUSION AFFIDAVIT**

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

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)

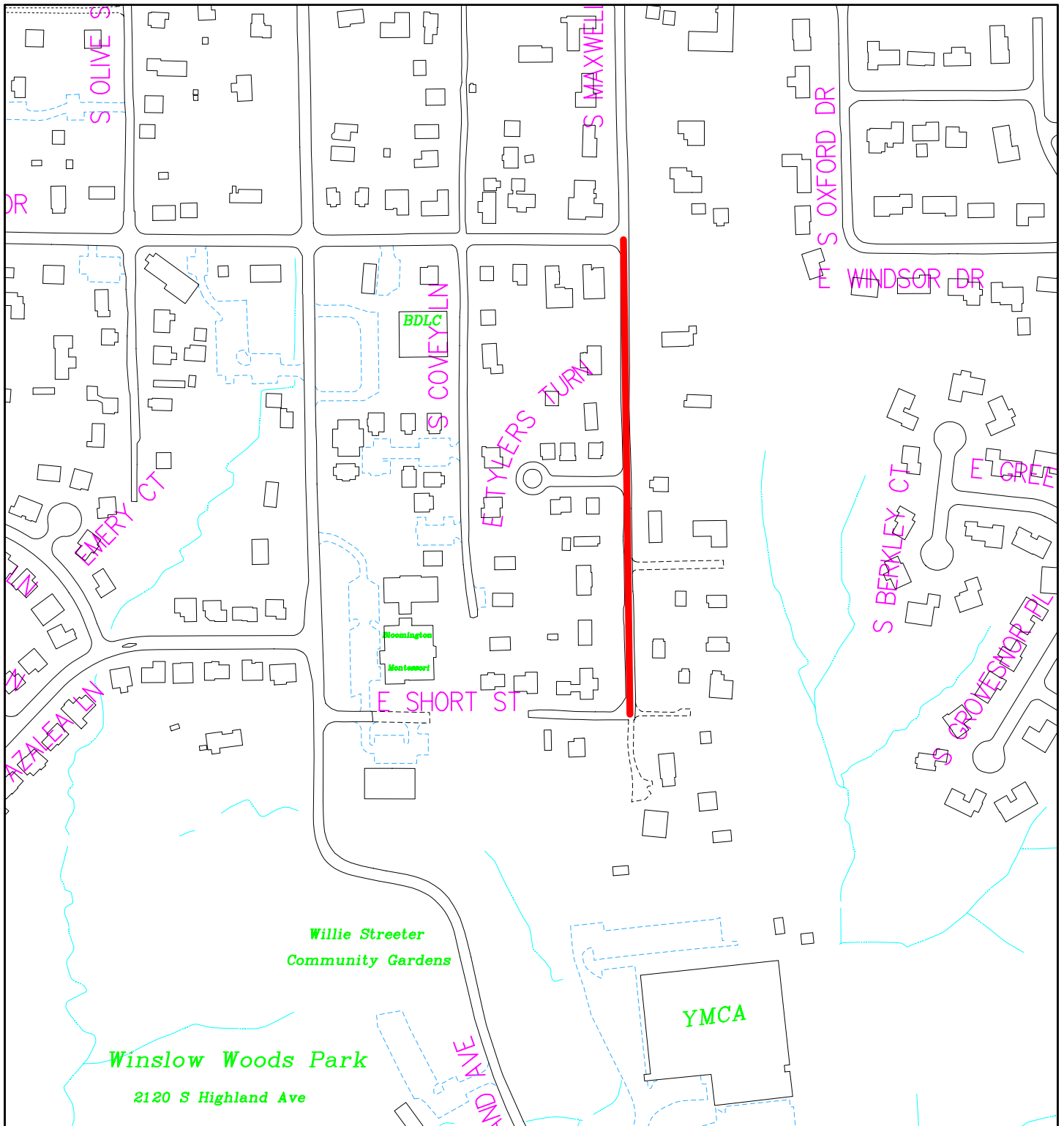
STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

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

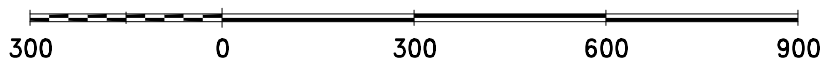
\_\_\_\_\_  
Notary Public

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

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



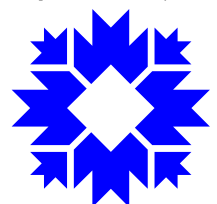
By: koppern  
10 Oct 18



For reference only; map information NOT warranted.



City of Bloomington  
Planning & Transportation



Scale: 1" = 300'



## Board of Public Works Staff Report

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**Project/Event:** Graduate Hotel MOU Amendment Request.

**Staff Representative:** Liz Carter

**Petitioner/Representative:** Weddle Brothers Construction Group

**Date:** October 16, 2018

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**Report:** The Graduate Hotel is an on-going construction project located at 210 E. Kirkwood Avenue. Weddle Brothers, the general contractor on the project, has an MOU with the Board of Public Works dated July 25, 2017 and amended July 10, 2018 which outlines the impacts to the public right-of-way. The MOU has allowed Weddle to block sidewalks, metered parking, and a portion of an east/west alley in order to build the Graduate Hotel.

Weddle Brothers is requesting an extension to the MOU in order to continue to use the east/west alley for an additional 45 days and to block approximately 20 linear feet of sidewalk adjacent to the alley along Lincoln Street for an additional 21 days. The request to amend the MOU is so the Weddle can perform lift work to finish the façade of the building and so that deliveries can be made in the alley so that neither Lincoln nor Kirkwood metered spaces are used for that purpose.

**Recommendation:** Staff appreciates the petitioner's efforts to minimize construction activities within public streets, sidewalks, and parking areas. Staff recommends approval of the amendment to the MOU and reminds the petitioner that any further extension requests to the MOU must be sent to staff in advance of the extension start date.

**Recommend** ☒ **Approval** ☐ **Denial by** \_\_\_\_\_ Liz Carter \_\_\_\_\_



## WEDDLE BROS.® BUILDING GROUP, LLC

*A Weddle Bros.® Construction Company*

1201 WEST THIRD STREET • P.O. BOX 1330 • BLOOMINGTON, IN 47402-1330  
PHONE (812) 339-9500 • FAX (812) 339-4260 • [www.weddlebro.com](http://www.weddlebro.com)

October 8, 2018

Planning and Transportation Department and Board of Public Works  
City of Bloomington, IN

Re: Graduate Hotel – MOU Extension Request

To Whom It May Concern:

Weddle Bros respectfully requests an extension to the Memorandum of Understanding Amendment between City of Bloomington Planning and Transportation Department and Weddle Bros. Building Group, LLC approved on 7/10/18. This would extend the agreement from 10/5/18 to 11/30/18 for a select area of the project, including the SE corner of the building along with the South alley. This area is represented on the attached drawing.

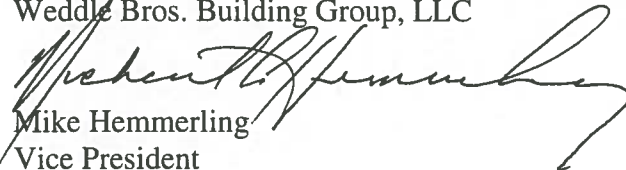
The reason for this request is due to continual challenges introduced by unforeseen rain events experienced. These events have inhibited the masonry contractor from completing the Lincoln façade as planned in July when the original extension request was made.

It is worth noting sidewalks along Kirkwood Ave and all metered parking spaces taken by MOU extension were turned back over to City on 10/5/18 per amended agreement.

Weddle shall maintain excellent sidewalk access along Kirkwood Ave and to metered parking during this extension request time period. Weddle will schedule a final walk-thru with City representatives once SE corner & alley scope is complete to ensure all are comfortable with project closeout.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,  
Weddle Bros. Building Group, LLC

  
Mike Hemmerling  
Vice President

Cc: Blake Rowe, WBBG  
File



210 E. Kirkwood Ave.  
Bloomington, IN 47408

**Owner**  
**AJ Capital Partners**  
133 N. Jefferson St, 4th Floor  
Chicago, IL 60661  
(312) 267-4185

**Architect**  
**RATIO Architects, Inc.**  
455 North Cityfront Plaza Drive, Suite 1800  
Chicago, IL 60611  
(312) 465-2359

**Structural Engineer**  
**KJWW Engineering Consultants**  
1100 Warrenville Road, Suite 400W  
Naperville, Illinois 60563  
(630) 527-2320

**Mechanical / Electrical Engineer**  
**KJWW Engineering Consultants**  
231 S. LaSalle, Suite 600  
Chicago, IL 60604  
(312) 294-0501

**Civil Engineer**  
**Smith Brehob & Associates, Inc.**  
453 S. Clarizz Boulevard  
Bloomington, IN 47401  
(812) 336-6536

**Food Service Design  
Bakergroup**  
2220 East Paris Ave. SE  
Grand Rapids, MI 49546  
(800)-968-4011

**KEY PLAN**

**ISSUED FOR CONSTRUCTION**  
**09-01-2017**

REISSUE

CHECKED BY S. BREHOB	
APPROVED BY S. SMITH	

PROJECT NO.	13138.000
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## RATIO

SHEET TITLE

SHEET NUMBER

C202

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PROJ. FOLDER: L:\AUTOCAD\TITLE BLOCKS\CD\LARGE FORMAT\30X42\TODAY VERSION\7.1S (LWS TECH)
LAST SAVE DATE: APRIL 7, 2011 05:11:41ZPM DIMENSION SCALE:
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**Second Amendment to** Memorandum of Understanding  
Between  
City of Bloomington Planning and Transportation Department  
And  
Weddle Bros. Building Group, LLC

The Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Weddle Bros. Building Group, LLC, was approved by the Board on July 25, 2017, and outlined, the binding conditions placed upon and agreed to by Weddle Bros. Building Group, LLC, in exchange for use by Weddle Bros. Building Group, LLC, its agents and subcontractors, of certain public right of way during the construction of the Graduate Bloomington Hotel at 210 E. Kirkwood Avenue in Bloomington, Indiana (hereinafter the “Construction Site”). The first amendment extended the date of completion of Phase I, which was originally set for July 26, 2018. The first amendment language appears in underscored type. This second amendment extends the date of completion for a portion of this MOU to November 19, 2018. The second amendment language appears in bold, underscored type. All terms of the original MOU remain in full force and effect.

A Memorandum of Agreement (Agreement) between the City of Bloomington and Graduate Bloomington Owner LLC, developer of the Graduate Bloomington Hotel, was entered into contemporaneously with the original MOU.

1. This MOU shall be effective as of July 26, 2017, and shall cover the time period from July 26, 2017, through **November 19, 2018**, inclusive.
2. Planning and Transportation shall allow Weddle Bros. Building Group, LLC, to block and restrict right of way from general public usage as illustrated in Exhibit A, Graduate Hotel Traffic Maintenance Plan, Sheet Number C206, for Phase I and Phase II of the construction of the Graduate Bloomington Hotel. Phase I shall begin on July 26, 2017, and end on October 5, 2018. There shall be no Phase II. **Phase III shall begin on October 6, 2018 and consist of use of the portion of the east/west alley which runs between the Graduate Hotel and the First United Methodist Church until November 19, 2018. Phase III shall also consist of use of an approximately twenty foot (20') long portion of sidewalk on Lincoln Street perpendicular to the east/west alley. Use of the sidewalk shall begin October 6, 2018 and end October 26, 2018.** Exhibit A is attached hereto and incorporated herein.
3. Weddle Bros. Building Group, LLC, shall install decorative or artistic features upon the fence and barricades surrounding the Construction Site for the term of this MOU. Such features may be funded by the commitments made in the Agreement. The selection and placement of said features shall be approved by the Bloomington Arts Commission.

4. Any right of way use requests outside of those contained in Exhibit A shall require additional City approval prior to any work being done outside of the Construction Site. Weddle Bros. Building Group, LLC, shall provide the City with a minimum of four (4) working days' notice for staff level consideration and two (2) calendar weeks' notice for Board of Public Works consideration. Weddle Bros. Building Group, LLC may pursue Planning and Transportation Department staff level approval to modify the vehicular delivery access pattern and Maintenance of Traffic plan if the trees along the site's Lincoln Street frontage are removed, provided modifications do not impose additional impacts to the public right of way.
5. Weddle Bros. Building Group, LLC, shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
6. Weddle Bros. Building Group, LLC, shall install and maintain, to the satisfaction of Planning and Transportation, all traffic control devices associated with providing notice to the public of restrictions on right of way usage. Such devices 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, Weddle Bros. Building Group, LLC, 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. Maintenance shall include snow and debris removal so as to provide accessible pedestrian access.
7. Weddle Bros. Building Group, LLC, 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 replacement shall be performed by Weddle Bros. Building Group, LLC.
8. Weddle Bros. Building Group, LLC, shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of Public Works as soon as practicably possible considering weather and the availability of asphalt. Weddle Bros. Building Group, LLC, shall restore such right of way and improvements to as good a condition or better 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 Weddle Bros. Building Group, LLC, their employees, agents, contractors and subcontractors.
9. Both of the trees along the Construction Site's Lincoln Street frontage may be removed for construction purposes to aid in the minimization of construction impacts by Weddle Bros. Building Group, LLC. Weddle

Bros. Building Group, LLC, agrees to bear all costs related to the removal and subsequent replacement of a tree or trees to the satisfaction of the City. The City's Urban Forester would determine the type of appropriate replacement tree(s) from the approved street tree species list contained in the City of Bloomington Tree Work Manual, and Planning and Transportation Department staff will approve the location and quantity of trees.

10. Weddle Bros. Building Group, LLC, 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.
11. Weddle Bros. Building Group, LLC, agrees that no parking, stopping, standing, loading or unloading of any and all vehicles or materials is to occur within the public right of way and outside the allowed closure area for this project identified in Exhibit A. No staging shall occur on City right of way outside of the Construction Site.
12. Weddle Bros. Building Group, LLC, shall coordinate with and accommodate Board of Public Works' approved special events including, but not limited to, Lotus World Music and Arts Festival, The Fourth Street Festival, the Fourth of July Parade, The Taste of Bloomington, Arts on the Square, Strawberry Festival, Canopy of Lights, City of Bloomington's Farmers' Market, City of Bloomington Holiday Market, and shall also coordinate with and accommodate adjacent property needs, all to the City's satisfaction including, but not limited to, dumpster access, utility access and impacts to private parking and shall coordinate with and accommodate IU regarding their Homecoming and student move in and move out.
13. Weddle Bros. Building Group, LLC, acknowledges that it may need to limit deliveries or modify its Maintenance of Traffic Plan as directed by the City when the special events listed above are occurring, in order to accommodate activity which is needed by and during the special event.
14. 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.
15. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project or from making any modification to the terms of this MOU, in addition to any remedy or action spelled out in this MOU or available under law.

16. 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.
17. Weddle Bros. Building Group, LLC, 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 Weddle Bros. Building Group, LLC,'s use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party. This indemnity does not cover any indemnified party for any claim or cause of actions due to its sole negligence.
18. Weddle Bros. Building Group, LLC, shall coordinate with City Parking Operations the removal and replacement of parking meter posts from the metered parking spaces along the south side of East Kirkwood Avenue as well as the west side of North Lincoln Street and directly adjacent to the Construction Site as depicted in Exhibit "A". Exhibit A is attached hereto and incorporated herein. City Parking Operations shall remove the meter heads from the posts prior to the commencement of construction activity and shall replace the meter heads following Weddle Bros. Building Group, LLC,'s replacement of the meter posts.
19. Weddle Bros. Building Group, LLC, 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). Weddle Bros. Building Group, LLC, has requested a term of approximately fourteen (14) months for its use of City right of way adjacent to the Construction Site. Meter fees under the terms of this MOU are Twenty-Nine Thousand, Nine Hundred Ninety-Three Dollars and Zero Cents (\$29, 993.00). Weddle Bros. Building Group, LLC, shall incur meter fees of Eighty-Four Dollars and Zero Cents (\$84.00) per day for each working day after October 5, 2018, that Weddle Bros. Building Group, LLC, continues to use public right of way.
20. Prior to beginning work, Weddle Bros. Building Group, LLC, shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
21. Weddle Bros. Building Group, LLC, shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
22. Michael A. Hemmerling, Vice President of Weddle Bros. Building Group, LLC, 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**

By: \_\_\_\_\_  
Kyla Cox Deckard, President  
Board of Public Works

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Terri Porter, Director  
Planning and Transportation Dept.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John Hamilton, Mayor  
City of Bloomington

Date: \_\_\_\_\_

**Weddle Bros. Building Group,  
LLC**

By: \_\_\_\_\_  
Michael A. Hemmerling,  
Vice President

Date: \_\_\_\_\_





## Board of Public Works Staff Report

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**Project/Event:** Request to extend use of public right of way to close E. 13<sup>th</sup> Street from N. Woodlawn Avenue to N. Fess Avenue

**Staff Representative:** Liz Carter

**Petitioner/Representative:** Weddle Brothers Building Group, LLC

**Date:** October 16, 2018

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**Report:** Weddle Brothers has been contracted by IU to perform a renovation on the building located at 802 E. 13<sup>th</sup> Street. Weddle was approved by the Board to close 13<sup>th</sup> Street for 5 weeks, beginning September 24<sup>th</sup> and lasting until October 26<sup>th</sup>, and open the street only over the weekend.

Weddle is requesting to extend the street closure through November 30<sup>th</sup> as the closure allows lift work on the south side of the project to be completed. IU is supportive of the request.

**Recommendation and Supporting Justification:** Staff recommends approval of this request with the condition that 13<sup>th</sup> Street be fully open to traffic November 21<sup>st</sup> – 25<sup>th</sup> for the Thanksgiving holiday.

**Recommend**   ☒ **Approval**   ☐ **Denial** by Liz Carter



# City of Bloomington

## Public Works Department

401 N Morton Street, Suite 120  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3410  
Fax: (812) 349-3520  
Email: Public.Works@bloomington.in.gov

### Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: E. 13th Street N. Woodlawn Ave N. Fess Ave  
(Street) (From) (To)

**Type of Closure** (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

☒ Complete Street Closure ☐ One Traffic Lane ☐ 2 or more Traffic Lanes ☐ Alley  
☐ Sidewalk/Multiuse Path/Trail ☐ Bike Lane ☐ Parking Lane

**Reason for Closure:** ☐ Work on Sidewalk/Multiuse Path/Trail ☒ Work in Street

☐ Loading and Unloading ☐ Utility Work ☐ Special Event ☐ Work on Private Property

For the safety of construction activities (Retaining wall, utilities, and wall panel

☒ Other: installation of new IU Fine Arts building.

**Date(s) of Closure:** From 10/27/18 To 11/30/18

> 2 weeks? ☒ Yes ☐ No

**Start Time:** 7 : 00 a.m. / p.m.

**End Time:** 5 : 30 a.m. / p.m.

**Overnight Closure Required:** ☒ Yes ☐ No

The applicant hereby certifies and agrees as follows: Road closure would be 24/7 Monday thru Friday and open on

Weekends for home football games.

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

### Applicant Information:

Name or Organization: Weddle Brothers Building Group, LLC

Contact Person (Printed Name): Ryan Nicholson

Contact Email: rnicholson@weddlebros.com Contact Phone No.: 812-320-4643

Signature:  Date: 10/11/18

For Office Use Only

Approved By: \_\_\_\_\_ Dept.: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Dept.: \_\_\_\_\_ Date: \_\_\_\_\_



## Board of Public Works Staff Report

**Project/Event:** Replacement of HVAC System at Sanitation Garage

**Petitioner/Representative:** Public Works Department

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

**Meeting Date:** October 16, 2018

The HVAC system at the Sanitation Division garage has become a service issue. We have performed temporary repairs, but the system is verging on a catastrophic failure. Prices to replace the HVAC system were solicited and are as follows:

HFI	\$4,698.00
Commercial Service	\$4,885.00
Spartan Mechanical	\$5,950.00

Staff recommends award of the contract to HFI. They are currently our primary vendor for HVAC service, as well as being the lowest quoter.

Respectfully submitted,

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

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

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**AND**  
**HARRELL-FISH INC. (HFI)**  
**FOR**  
**REPLACEMENT OF HVAC SYSTEM AT SANITATION GARAGE**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Harrell-Fish Inc., (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Replacement of Automatic Doors at City Hall**, (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 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 Four Thousand Six Hundred Ninety-Eight Dollars (\$4,698.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

### **ARTICLE 4. RETAINAGE**

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

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

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

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

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

## **ARTICLE 5. GENERAL PROVISIONS**

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

**5.08     Non-Discrimination**

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

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

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

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

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification,

discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

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

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

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

## **5.09 Workmanship and Quality of Materials**

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

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

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

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

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

## **5.11 Amendments/Changes**

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

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

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

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

**5.12 Performance Bond and Payment Bond**

**5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with 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	Harrell-Fish Inc.
Attn: J.D. Boruff, Facilities Director	Attn: Aaron Wagoner
P.O. Box 100	P.O. Box 1998
Bloomington, Indiana 47402	Bloomington, Indiana 47402-1998

**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

Harrell-Fish Inc.

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"**

#### **REPLACEMENT OF HVAC SYSTEM AT SANITATION GARAGE**

This project shall include, but is not limited to, the following SCOPE OF WORK:

Harrell-Fish Inc. will provide all necessary labor and material to complete the following:

##### **Inclusions:**

1. Remove and dispose of the existing condensing unit, furnace and cased coil.
2. Flush refrigeration piping.
3. Furnish and install one (1) new 3-ton, 13 SEER condensing unit. The unit is a 208V/230V/3 phase unit.
4. Furnish and install one (1) 80,000btu, 92% efficient gas furnace.
5. Furnish and install one (1) 3-ton cased coil.
6. Furnish and install a new refrigeration line set between new equipment.
7. Connect new equipment to the existing gas piping, electrical wiring and control wire.
8. Furnish and install new condensate piping to existing floor drain.
9. Place system under vacuum.
10. Bring system to proper charge.
11. Startup.

##### **Exclusions:**

1. Sales Tax.
2. Overtime/Shift Work.

# 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**.

## "E-Verify AFFIDAVIT"

## 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\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public's Signature

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

Printed Name of Notary Public

## 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





## Board of Public Works Staff Report

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**Project/Event:** Service Agreement with Republic Services for Solid Waste and Recycling Processing Services

**Petitioner/Representative:** Department of Public Works – Sanitation Division

**Staff Representative:** Nate Nickel, Business and Data Manager

**Date:** 10/16/18

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**Report:** The City of Bloomington Department of Public Works sent a Request for Information (RFI) to all interested parties that would provide professional solid waste and recycling processing services.

The only organization to respond was Republic Services. Attached, as Exhibit 1, is the response from Republic Services. The City is requesting that the Board of Public Works approve the Service Agreement with Republic Services for Solid Waste and Recycling Processing. The contract will include the following language:

- 3-year contract with option to renew.
- Every 90-days an evaluation of recycling pricing, based on the Midwest commodities market, will be conducted to determine if recycling processing fees can be reduced.
- Single-stream recycling processing fee of \$26.40 per ton will apply for years one, two, and three with no Consumer Price Index (CPI) based increases.
- Municipal Solid Waste (MSW) disposal and landfill rate for year one: \$43.00 per ton; years two and three increases will not exceed 3% of CPI
- Monthly tonnage reports will be available for single-stream recycling collected and processed at Republic Services' 96<sup>th</sup> Street Transfer Station in Indianapolis; these tonnage reports will also be available for the MSW disposed of at the local Republic Services Transfer Station in Monroe County as well.

---

**Recommend** ☒ **Approval** ☐ **Denial by:** Adam Wason and Nate Nickel



September 28, 2018

Adam Wason, Public Works Director  
City of Bloomington  
401 N Morton Street  
Bloomington, Indiana

Adam,  
Please accept the following:

1. Cost per ton to process municipal solid waste delivered to the Hoosier Disposal Transfer Station located at 6660 S State Road 37, Bloomington, IN

Year 1:	\$43.00 per ton
Year 2:	\$44.28 per ton
Year 3:	\$45.61 per ton
  
2. Cost to process municipal single-stream recycling delivered to the Hoosier Disposal Transfer Station located at 6660 S State Road 37, Bloomington, IN

Year 1:	\$26.40 per ton
Year 2:	\$26.40 per ton
Year 3:	\$26.40 per ton

Please feel free to contact me with any questions. We look forward to continuing our relationship with the City of Bloomington.

Best regards,

Kenny

**PROJECT NAME: Disposal of Municipal Solid Waste and Single-Stream Recycling  
Collected by the City**

**AGREEMENT FOR DISPOSAL SERVICES OF MUNICIPAL SOLID WASTE AND  
SINGLE-STREAM RECYCLING**

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

**WITNESSETH:**

WHEREAS, the Department wishes to retain Contractor's services for disposal of the municipal solid waste and recycling collected by the City's Sanitation Division of the Public Works Department; and

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

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

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

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

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

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the Public Works Sanitation Division Director or her or his designee(s).

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

**Article 2. Standard of Care:** Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor's profession in the location and at the time of the rendering of the services. Contractor shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted solid waste and recycling disposal standards that a Contractor would exercise under the same or similar circumstance.

**Article 3. Responsibilities of the Department:** The Department shall provide all necessary information regarding the requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department shall designate who is authorized to act on its behalf with respect to this Agreement.

**A. Representative**

The Department hereby designates Adam Wason, Director of the Public Works Department or his or her designee(s), ("Wason"), to serve as the Department's representative for the project. Wason shall have the authority to transmit instructions, receive information, interpret and define the Department's requirements and make decisions with respect to the Services.

**B. Decisions**

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

**Article 4. Term of Agreement:**

**Initial Term:** This Agreement shall begin on January 1, 2019, and terminate on December 31, 2021, provided neither party gives written notice to the other of its intent to terminate this Agreement as set forth in this Agreement.

**Renewal Term:** Following the Initial Term, the Department has the option, in its sole and absolute discretion, to renew this Agreement for an additional three (3) years, provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration the Initial Term. The Renewal Term, if entered, would begin on January 1, 2022, and end on December 31, 2024. The Department or its designee(s) will notify Contractor of its intention to exercise the option to renew this Agreement at least ninety (90) days prior to the end of the Initial Term.

**Article 5. Compensation:** Upon submittal of approved claims, the Department shall compensate Contractor as set forth in Exhibit B – Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid under this Agreement for the first year of the Initial Term, including fees and expenses, shall not exceed the amount of Four Hundred Five Thousand, Nine Hundred Seventy-Two Dollars (\$405,972.00). The compensation sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made for the services completed only.

The total compensation paid under this Agreement for the second and third years of the Initial Term, including fees and expenses, shall be determined respectively based upon the Consumer Price Index (CPI) for the previous year. At no time shall compensation for either year increase by more than Three Percent (3%) CPI.

In accordance with Indiana Code § 5-22-17-4, an agreement that contains a provision for escalation of the price of the agreement may be renewed if the price escalation is computed using a commonly accepted index named in the agreement. Total compensation paid under this Agreement for the Renewal Term, if entered, shall be provided in an Addendum to this Agreement.

The Department and Contractor acknowledge and agree that a quarterly evaluation of recycling pricing based upon the Midwest market shall be conducted throughout the term of this Agreement. The Department and Contractor further agree that the compensation paid to Contractor for processing single-stream recycling shall be decreased in the following quarter by an amount equivalent to the decrease demonstrated by the quarterly evaluations. In no instance shall the amount of compensation paid to Contractor for processing single-stream recycling increase as a result of said evaluations.

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

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

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45)

calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Department may reasonably require.

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

**B. Billing Records:**

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

**Article 6. Appropriation of Funds:** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 8 herein.

**Article 7. Schedule:** Contractor shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 8. Termination:** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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



Upon termination or suspension of this Agreement, all materials or supplies purchased and/or stocked by Contractor in connection with this Agreement shall become the property of the Department.

**Article 9. Identity of Contractor:** Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible therefor. Contractor thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Contractor. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional subcontractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

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

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

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

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

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

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

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

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

Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

**Article 20. Compliance with Laws:** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Department of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor shall comply with the City's Living Wage Ordinance throughout the term of this Agreement.

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

Department:

City of Bloomington  
Public Works Department  
Attn: Adam Wason, Director  
410 N. Morton Street, Suite 120  
Bloomington, Indiana 47404

Contractor:

Republic Services  
Attn: Kenny DePasse  
6660 S. Old State Road 37  
Bloomington, IN 47401

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

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

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

**Article 24. Verification of New Employee' Employment Status:** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.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 Department obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Department shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that

the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) day period, the Department shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Department may allow the Agreement to remain in effect until the Department procures a new Contractor. If the Department terminates the Agreement, the Contractor or its subcontractor is liable to the Department 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 Department.

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

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

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

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

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

Owner

Contractor

City of Bloomington  
Department of Public Works

Republic Services

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

\_\_\_\_\_  
Brian Short, Director of Operations for  
Public Services

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

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

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

By: \_\_\_\_\_  
John Hamilton, Mayor

**EXHIBIT A**  
**SCOPE OF SERVICES**

Contractor shall perform all services as provided below:

**MUNICIPAL SOLID WASTE:**

1. Dispose of Municipal Solid Waste for the First Year of the Initial Term of this Agreement at the rate of \$43.00 per ton;
2. Dispose of Municipal Solid Waste for the Second Year and the Third Year of the Initial Term of this Agreement at a rate not to exceed Three Percent (3%) CPI, respectively;
3. Dispose of Municipal Solid Waste for the First Renewal Term of this Agreement, if entered, at the rate of ---;
4. Dispose of Municipal Solid Waste for the Second (and final) Renewal Term of this Agreement, if entered, at the rate of ---; and
5. Provide the Department with monthly tonnage reports regarding the Municipal Solid Waste disposed of at Hoosier Disposal Transfer Station.

**SINGLE-STREAM RECYCLING:**

6. Dispose of Single-Stream Recycling Materials collected by the City at a Processing Fee of \$26.40 per ton for all three (3) years of the Initial Term of this Agreement, unless this Processing Fee is reduced one (1) or more times as a result of a ninety (90) day evaluation of recycling pricing based on the Midwest market, as provided in this Agreement;
7. Provide the Department with Monthly tonnage reports for single-stream recycling tons processed at the 96<sup>th</sup> Street Transfer Station;



**EXHIBIT B**  
**SCHEDULE OF COMPENSATION**

The total compensation for the first year of the Initial Term of this Agreement, from January 1, 2019, to December 31, 2019, including any and all fees and expenses, shall not exceed the amount of Four Hundred Five Thousand, Nine Hundred Seventy-Two Dollars (\$405,972.00).

Compensation paid for the second year of the Initial Term of this Agreement, from January 1, 2020, through December 31, 2020, shall not exceed a three percent (3%) CPI increase over the total compensation paid for the first year of the Initial Term of this Agreement.

Compensation paid for the third and final year of the Initial Term of this Agreement, from January 1, 2021 through December 31, 2021, shall not exceed a three percent (3%) CPI increase over the total compensation paid for the second year of the Initial Term of this Agreement.

**This Agreement may be renewed for calendar years 2022 through 2024. Total compensation paid during the Renewal Term, if entered, will be provided for by an Addendum to this Agreement.**

**EXHIBIT C**  
**SCHEDULE**

Contractor shall begin providing services on January 1, 2019, in accordance with the conditions stated in this Agreement and shall continue providing such services through December 31, 2021, (the Initial Term) unless terminated before in accordance with the conditions contained in this Agreement.

This Agreement may be renewed for calendar years 2022 through 2024, as provided in this Agreement.

**EXHIBIT D**  
**PRINCIPAL PERSONNEL**

CONTRACTOR will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Department.

**Position / Responsibility**

**Name**

Director of Operations for Public Services  
Governmental Affairs

Brian Short  
Kenny DePasse

**EXHIBIT E**  
**AFFIDAVIT REGARDING E-VERIFY**

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

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

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.
2. The company named herein that employs the undersigned:
  - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
  - 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 knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

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

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 \_\_\_\_\_, 2018.

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

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

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

**EXHIBIT F  
NON-COLLUSION AFFIDAVIT**

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

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

**OATH AND AFFIRMATION**

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

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

\_\_\_\_\_  
(Name of Organization)

By: \_\_\_\_\_  
Printed Name, Title

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

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

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

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

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



# Board of Public Works

## Claim Register

Invoice Date Range 10/08/18 - 10/19/18

Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
<b>Department 01 - Animal Shelter</b>				
<b>Program 010000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	01-markers		10/19/2018	10.44
	Account 52110 - Office Supplies Totals		1	\$10.44
<b>Account 52210 - Institutional Supplies</b>				
313 - Fastenal Company	01-can liners-9/11/18		10/19/2018	26.70
313 - Fastenal Company	01-handles, squeegees-9/10/18		10/19/2018	84.22
313 - Fastenal Company	01-trash bags-9/13/18		10/19/2018	135.92
4586 - Hill's Pet Nutrition Sales, INC	01-prescription vet food-canine/feline-		10/19/2018	306.50
4586 - Hill's Pet Nutrition Sales, INC	01-kitten/feline food-9/28/18		10/19/2018	270.46
4633 - Midwest Veterinary Supply, INC	01-antibiotics, syringes-9/24/18		10/19/2018	200.18
4633 - Midwest Veterinary Supply, INC	01-antibiotics, medications-9/27/18		10/19/2018	161.45
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-XL		10/19/2018	26.40
4633 - Midwest Veterinary Supply, INC	01-test supplies-9/19/18		10/19/2018	17.86
4633 - Midwest Veterinary Supply, INC	01-antibiotics, recovery collars-9/19/18		10/19/2018	280.40
4633 - Midwest Veterinary Supply, INC	01-ophthalmic strips 100c Fluorescein stain-		10/19/2018	14.26
4633 - Midwest Veterinary Supply, INC	01-paper bowls-9/24/18		10/19/2018	88.86
4137 - Patterson Veterinary Supply, INC	01-muzzle-9/27/18		10/19/2018	8.00
4137 - Patterson Veterinary Supply, INC	01-muzzles-9/25/18		10/19/2018	21.20
5819 - Synchrony Bank	01-training treats		10/19/2018	73.98
4707 - Vortech Pharmaceuticals	01-euthanasia drugs-9/19/18		10/19/2018	425.33
4666 - Zoetis, INC	01-vaccines-9/19/18		10/19/2018	322.00
4666 - Zoetis, INC	01-heartworm treatment-9/27/18		10/19/2018	180.60
	Account 52210 - Institutional Supplies Totals		18	\$2,644.32
<b>Account 52310 - Building Materials and Supplies</b>				
394 - Kleindorfer Hardware & Variety	01-bolts, pulls		10/19/2018	15.28
394 - Kleindorfer Hardware & Variety	01-door stops		10/19/2018	6.76
394 - Kleindorfer Hardware & Variety	01-keys		10/19/2018	6.00



# Board of Public Works

## Claim Register

Invoice Date Range 10/08/18 - 10/19/18

Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
53005 - Menards, INC	19-ACC-window shade & bracket		10/19/2018	11.48
53005 - Menards, INC	19-ACC-paint & brackets		10/19/2018	44.69
	Account <b>52310 - Building Materials and Supplies</b> Totals		5	\$84.21
Account <b>53130 - Medical</b>				
54639 - Shake Veterinary Services, INC (Town & Country	01-x-ray-9/26/18		10/19/2018	21.00
54639 - Shake Veterinary Services, INC (Town & Country	01-spay/neuter surgeries, dental work-		10/19/2018	459.60
	Account <b>53130 - Medical</b> Totals		2	\$480.60
Account <b>53530 - Water and Sewer</b>				
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill-September 2018		10/08/2018	491.42
	Account <b>53530 - Water and Sewer</b> Totals		1	\$491.42
Account <b>53610 - Building Repairs</b>				
912 - Central Security Systems, INC	01-commercial lease/monitoring 11/1/18-		10/19/2018	264.00
4483 - City Lawn Corporation	19-ACC-mowing 9/21/18	BC 2018-45	10/19/2018	120.00
	Account <b>53610 - Building Repairs</b> Totals		2	\$384.00
	Program <b>010000 - Main</b> Totals		29	\$4,094.99
	Department <b>01 - Animal Shelter</b> Totals		29	\$4,094.99
Department <b>02 - Public Works</b>				
Program <b>020000 - Main</b>				
Account <b>46060 - Other Violations</b>				
Ean Holdings, LLC	14-refund overpayment pkg citation		10/19/2018	40.00
Samantha Michael	14-refund overpayment pkg citation		10/19/2018	20.00
	Account <b>46060 - Other Violations</b> Totals		2	\$60.00
Account <b>52110 - Office Supplies</b>				
651 - Engraving & Stamp Center, INC	02-notary stamp for C. Smith		10/19/2018	28.95
3892 - Midwest Color Printing, INC	02-250 business cards-M. Large		10/19/2018	55.45
6530 - Office Depot, INC	02-AA batteries, post-it notes, screen wipes		10/19/2018	41.44
6530 - Office Depot, INC	02-tablet wipes		10/19/2018	11.59
	Account <b>52110 - Office Supplies</b> Totals		4	\$137.43
Account <b>53160 - Instruction</b>				
3472 - Lucy, INC	02-Onsite configuration, training for Lucy	BC 2018-40		500.00





# Board of Public Works

## Claim Register

Invoice Date Range 10/08/18 - 10/19/18

Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
	Account <b>53160 - Instruction</b> Totals		1	\$500.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>				
5938 - Kessler Consulting, INC	02-Consulting Serv.-Sanitation		10/19/2018	510.00
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals		1	\$510.00
Account <b>53210 - Telephone</b>				
1079 - AT&T	02-radio circuits-phone charges 8/29-		10/08/2018	180.64
	Account <b>53210 - Telephone</b> Totals		1	\$180.64
Account <b>53990 - Other Services and Charges</b>				
205 - City Of Bloomington	10-PC Reimb-Mo Co Rec-zoning commit.		10/19/2018	25.00
	Account <b>53990 - Other Services and Charges</b> Totals		1	\$25.00
	Program <b>020000 - Main</b> Totals		10	\$1,413.07
	Department <b>02 - Public Works</b> Totals		10	\$1,413.07
Department <b>03 - City Clerk</b>				
Program <b>030000 - Main</b>				
Account <b>53310 - Printing</b>				
20152 - Municipal Code Corporation	03 - Code supplement no. 32		10/19/2018	2,492.08
	Account <b>53310 - Printing</b> Totals		1	\$2,492.08
Account <b>53320 - Advertising</b>				
323 - Hoosier Times, INC	03 - public notice for Res 18-16		10/19/2018	339.57
	Account <b>53320 - Advertising</b> Totals		1	\$339.57
Account <b>53990 - Other Services and Charges</b>				
205 - City Of Bloomington	03-PC Reimb-Mo Co Rec-Ordinance-92-42-		10/19/2018	28.50
	Account <b>53990 - Other Services and Charges</b> Totals		1	\$28.50
	Program <b>030000 - Main</b> Totals		3	\$2,860.15
	Department <b>03 - City Clerk</b> Totals		3	\$2,860.15
Department <b>04 - Economic &amp; Sustainable Dev</b>				
Program <b>040000 - Main</b>				
Account <b>52420 - Other Supplies</b>				
53442 - Paragon Micro, INC	04 - computer Monitor for Autumn		10/19/2018	149.99
	Account <b>52420 - Other Supplies</b> Totals		1	\$149.99



# Board of Public Works

## Claim Register

Invoice Date Range 10/08/18 - 10/19/18

Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
<b>Account 53160 - Instruction</b>				
3560 - First Financial Bank / Credit Cards	04 - Ticket to 2018 Indiana Early Learning		10/19/2018	15.00
3560 - First Financial Bank / Credit Cards	04-Sustainovation Workshop-A. Crowley-		10/19/2018	225.00
	<b>Account 53160 - Instruction Totals</b>		2	\$240.00
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>				
6428 - Kelly M Boatman (Core Projective, LLC)	04 - Consulting Agreement - Kelly Boatman		10/19/2018	6,715.00
6303 - Stephanie Richards (Gnarly Tree)	04 - Sustainability Action Plan Consulting		10/19/2018	12,500.00
	<b>Account 53170 - Mgt. Fee, Consultants, and Workshops Totals</b>		2	\$19,215.00
<b>Account 53220 - Postage</b>				
129 - FedEx Office and Print Service, INC	04 Delivery of checks for Mill Furniture		10/19/2018	47.04
129 - FedEx Office and Print Service, INC	04 Delivery of checks for Mill Furniture		10/19/2018	48.98
	<b>Account 53220 - Postage Totals</b>		2	\$96.02
<b>Account 53310 - Printing</b>				
3892 - Midwest Color Printing, INC	04-250 business cards A. Crowley		10/19/2018	52.12
	<b>Account 53310 - Printing Totals</b>		1	\$52.12
<b>Account 53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	04-Hootsuite-BEAD Website Platform-9/2-		10/19/2018	5.99
	<b>Account 53910 - Dues and Subscriptions Totals</b>		1	\$5.99
<b>Account 53960 - Grants</b>				
1051 - Bloomington Economic Development Corp	04- BEDC 2018 Funding Agreement-Inv.		10/19/2018	50,000.00
	<b>Account 53960 - Grants Totals</b>		1	\$50,000.00
<b>Account 53970 - Mayor's Promotion of Business</b>				
6231 - Danielle Lucas	04 - Creat timeline signs for Bicentennial on		10/19/2018	600.00
	<b>Account 53970 - Mayor's Promotion of Business Totals</b>		1	\$600.00
<b>Account 53990 - Other Services and Charges</b>				
6131 - Jane St John	04 - 2018 Consulting Contract-Services 9/21-		10/19/2018	1,806.25
	<b>Account 53990 - Other Services and Charges Totals</b>		1	\$1,806.25
	<b>Program 040000 - Main Totals</b>		12	\$72,165.37
	<b>Department 04 - Economic &amp; Sustainable Dev Totals</b>		12	\$72,165.37

Department 06 - Controller's Office



# Board of Public Works

## Claim Register

Invoice Date Range 10/08/18 - 10/19/18

Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
<b>Program 060000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	06-Binder Clips, and Pens		10/19/2018	8.02
6530 - Office Depot, INC	06-Calculator Ribbon		10/19/2018	4.17
6530 - Office Depot, INC	06-File Folders, Glue, Calculator Ribbon		10/19/2018	13.90
6530 - Office Depot, INC	06-File Folders, Glue		10/19/2018	27.23
Account 52110 - Office Supplies Totals			4	\$53.32
<b>Account 52420 - Other Supplies</b>				
9523 - Freedom Business Solutions, LLC	06-toner for T. Mitchner printer		10/19/2018	98.00
Account 52420 - Other Supplies Totals			1	\$98.00
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>				
5648 - Reedy Financial Group, PC	06- Long Term Financial Plan		10/19/2018	9,318.86
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			1	\$9,318.86
<b>Account 53990 - Other Services and Charges</b>				
2707 - Unitarian Universalist Church of Bloomington, INC	06-Bicentennial Stories of Monroe-Silver		10/19/2018	500.00
5648 - Reedy Financial Group, PC	06- Long Term Financial Plan		10/19/2018	8,870.99
818 - Everywhere Signs, LLC	18- Bicentennial stencil		10/19/2018	120.00
5819 - Synchrony Bank	18- Bicentennial Days Yards Games		10/19/2018	28.95
5819 - Synchrony Bank	18- Bicentennial Days Yards Games		10/19/2018	9.99
5819 - Synchrony Bank	18- Bicentennial Days Yards Games		10/19/2018	139.00
5819 - Synchrony Bank	18- Bicentennial Days Yards Games		10/19/2018	236.18
5819 - Synchrony Bank	18- Credit		10/19/2018	(19.99)
5819 - Synchrony Bank	18- Returned Item		10/19/2018	19.99
Account 53990 - Other Services and Charges Totals			9	\$9,905.11
Program 060000 - Main Totals			15	\$19,375.29
Department 06 - Controller's Office Totals			15	\$19,375.29
<b>Department 09 - CFRD</b>				
<b>Program 090000 - Main</b>				
<b>Account 52420 - Other Supplies</b>				
3560 - First Financial Bank / Credit Cards	09-TRT Banners-table top display for CoA		10/19/2018	50.96



# Board of Public Works

## Claim Register

Invoice Date Range 10/08/18 - 10/19/18

Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
	Account <b>52420 - Other Supplies</b> Totals		1	\$50.96
Account <b>53160 - Instruction</b>				
3560 - First Financial Bank / Credit Cards	09-Reg. fee for Beverly to attend 9th Annual		10/19/2018	118.18
3560 - First Financial Bank / Credit Cards	09-Registr for S. Owens to attend Teepa		10/19/2018	81.24
6668 - Stefanie Green	09--Be Golden Conference registration		10/19/2018	89.00
	Account <b>53160 - Instruction</b> Totals		3	\$288.42
Account <b>53310 - Printing</b>				
5387 - Creative Graphics, INC (dba Baugh Enterprises)	09-Design/print 800 Substance Use		10/19/2018	1,560.20
	Account <b>53310 - Printing</b> Totals		1	\$1,560.20
Account <b>53960 - Grants</b>				
2194 - Monroe County Branch NAACP #3062	09-CFRD sponsorship of NAACP Freedom		10/19/2018	300.00
	Account <b>53960 - Grants</b> Totals		1	\$300.00
	Program <b>090000 - Main</b> Totals		6	\$2,199.58
	Department <b>09 - CFRD</b> Totals		6	\$2,199.58
Department <b>10 - Legal</b>				
Program <b>100000 - Main</b>				
Account <b>52110 - Office Supplies</b>				
6530 - Office Depot, INC	10-swiffer duster refills		10/19/2018	7.72
6530 - Office Depot, INC	10-swiffer duster		10/19/2018	7.56
	Account <b>52110 - Office Supplies</b> Totals		2	\$15.28
Account <b>53120 - Special Legal Services</b>				
50587 - Barnes & Thornburg LLP	10-2018 Broadband Financing-legal services-		10/19/2018	615.00
50587 - Barnes & Thornburg LLP	10-2018 Broadband Financing-legal serv.		10/19/2018	17,231.12
2844 - Fisher Reporting, INC	10-hearing before the Safety Board-re:		10/19/2018	350.00
6401 - Sturgeon & Brown P.C.	10-professional legal services 6/7-9/18/18		10/19/2018	3,528.00
	Account <b>53120 - Special Legal Services</b> Totals		4	\$21,724.12
	Program <b>100000 - Main</b> Totals		6	\$21,739.40
Program <b>101000 - Human Rights</b>				
Account <b>53990 - Other Services and Charges</b>				
205 - City Of Bloomington	10-CFRD donation for round table event		10/19/2018	100.00



# Board of Public Works

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	Account <b>53990 - Other Services and Charges</b> Totals		1	\$100.00
	Program <b>101000 - Human Rights</b> Totals		1	\$100.00
	Department <b>10 - Legal</b> Totals		7	\$21,839.40
Department <b>11 - Mayor's Office</b>				
Program <b>110000 - Main</b>				
Account <b>52420 - Other Supplies</b>				
53442 - Paragon Micro, INC	11-Adobe licenses for Innovation, Digital		10/19/2018	2,257.97
	Account <b>52420 - Other Supplies</b> Totals		1	\$2,257.97
Account <b>53160 - Instruction</b>				
3560 - First Financial Bank / Credit Cards	11-EB registration-Mayor-OFN Conf.-Chicago		10/19/2018	700.00
	Account <b>53160 - Instruction</b> Totals		1	\$700.00
Account <b>53910 - Dues and Subscriptions</b>				
5259 - Pacific & Southern Company, INC (Indy Star)	11-October Indy Star plus balance		10/19/2018	4.99
	Account <b>53910 - Dues and Subscriptions</b> Totals		1	\$4.99
	Program <b>110000 - Main</b> Totals		3	\$2,962.96
	Department <b>11 - Mayor's Office</b> Totals		3	\$2,962.96
Department <b>12 - Human Resources</b>				
Program <b>120000 - Main</b>				
Account <b>52110 - Office Supplies</b>				
6530 - Office Depot, INC	12-Office Supplies \$53.26		10/19/2018	53.26
	Account <b>52110 - Office Supplies</b> Totals		1	\$53.26
Account <b>53990 - Other Services and Charges</b>				
3560 - First Financial Bank / Credit Cards	12-Employment Posters-inc. refund of sales		10/19/2018	1,818.60
3560 - First Financial Bank / Credit Cards	12- Video animation for training		10/19/2018	239.20
4388 - Hall's Laundries, INC (17th Coin Laundry)	12 Cleaning of table clothes for the Health		10/19/2018	20.00
6099 - Safe Hiring Solutions	12 Background check HR Inv 154144		10/19/2018	227.55
	Account <b>53990 - Other Services and Charges</b> Totals		4	\$2,305.35
	Program <b>120000 - Main</b> Totals		5	\$2,358.61
	Department <b>12 - Human Resources</b> Totals		5	\$2,358.61

Department **13 - Planning**



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<b>Program 130000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	13-11x17 paper, AA batteries, binders		10/19/2018	28.79
453 - ULINE, INC	13-Map storage boxes (for Engineering)--Roy		10/19/2018	162.00
	<b>Account 52110 - Office Supplies Totals</b>		2	\$190.79
<b>Account 52420 - Other Supplies</b>				
6530 - Office Depot, INC	13-computer stand		10/19/2018	26.49
	<b>Account 52420 - Other Supplies Totals</b>		1	\$26.49
<b>Account 53160 - Instruction</b>				
3560 - First Financial Bank / Credit Cards	13-OKI Conf.		10/19/2018	2,325.00
	<b>Account 53160 - Instruction Totals</b>		1	\$2,325.00
<b>Account 53230 - Travel</b>				
6644 - Carlisle T Buddin	13-per diem exp-GIS training-Indy-9/24-		10/19/2018	45.00
5324 - Neil Henry Kopper	13-per diem exp-GIS Training-Indy-9/24-		10/19/2018	45.00
5941 - Amelia Lewis	13-per diem exp.-GIS Training-Indy-9/24-		10/19/2018	45.00
6218 - Theresa M Porter	13-Travel Reimb_hotel,per		10/19/2018	718.29
	<b>Account 53230 - Travel Totals</b>		4	\$853.29
<b>Account 53240 - Freight / Other</b>				
453 - ULINE, INC	13-Map storage boxes (for Engineering)--Roy		10/19/2018	26.37
	<b>Account 53240 - Freight / Other Totals</b>		1	\$26.37
<b>Account 53310 - Printing</b>				
3892 - Midwest Color Printing, INC	13-#250 Business Cards--S. Robinson		10/19/2018	55.45
	<b>Account 53310 - Printing Totals</b>		1	\$55.45
<b>Account 53320 - Advertising</b>				
3560 - First Financial Bank / Credit Cards	13-APA/IN Job Post (Zoning Compliance		10/19/2018	50.00
3560 - First Financial Bank / Credit Cards	13 - APA Zoning Planner Job Listing for		10/19/2018	195.00
3560 - First Financial Bank / Credit Cards	13 - APA Indiana Zoning Planner Job Posting		10/19/2018	50.00
3560 - First Financial Bank / Credit Cards	13-APA Nat'l Job Post (Zoning Compliance		10/19/2018	195.00
	<b>Account 53320 - Advertising Totals</b>		4	\$490.00
<b>Account 53990 - Other Services and Charges</b>				



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Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
205 - City Of Bloomington	13-PC Reimb-Mo Co Rec-encroachment Res-		10/19/2018	25.00
53442 - Paragon Micro, INC	13-Adobe Cloud(10) licenses--Renewal of		10/19/2018	9,309.90
	Account <b>53990 - Other Services and Charges</b> Totals		2	\$9,334.90
	Program <b>130000 - Main</b> Totals		16	\$13,302.29
Program <b>132000 - MPO</b>				
Account <b>53230 - Travel</b>				
4847 - Anna Dragovich	13-per diem/hotel exp-MPO Conf-Evansville,		10/19/2018	378.95
	Account <b>53230 - Travel</b> Totals		1	\$378.95
	Program <b>132000 - MPO</b> Totals		1	\$378.95
	Department <b>13 - Planning</b> Totals		17	\$13,681.24
Department <b>19 - Facilities Maintenance</b>				
Program <b>190000 - Main</b>				
Account <b>52310 - Building Materials and Supplies</b>				
395 - Kirby Risk Corp	19-City Hall-ballasts for stock		10/19/2018	299.20
394 - Kleindorfer Hardware & Variety	19-City Hall-measuring wheel, 100' tape		10/19/2018	86.98
	Account <b>52310 - Building Materials and Supplies</b> Totals		2	\$386.18
Account <b>53530 - Water and Sewer</b>				
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill-September		10/08/2018	1,388.63
	Account <b>53530 - Water and Sewer</b> Totals		1	\$1,388.63
Account <b>53610 - Building Repairs</b>				
32 - Cassady Electrical Contractors, INC	19-City Hall-reset GFI & serviced switch gear		10/19/2018	1,360.00
32 - Cassady Electrical Contractors, INC	19-City Hall-place exterior circuits in hand		10/19/2018	1,395.67
4483 - City Lawn Corporation	19-2541 W. 3rd St-mowing 9/5, 9/12, 9/19	BC 2018-45	10/19/2018	200.00
4483 - City Lawn Corporation	19-4th & Washington-mowing 9/5/18	BC 2018-45	10/19/2018	30.00
4483 - City Lawn Corporation	19-2nd & Weimer-mowing 9/12/18	BC 2018-45	10/19/2018	35.00
321 - Harrell Fish, INC	19-City Hall-quarterly PM contract-	BC 2015-01	10/19/2018	1,910.66
321 - Harrell Fish, INC	19-City Hall-Legal Dept-AC service		10/19/2018	387.50
321 - Harrell Fish, INC	19-City Hall-repair supply line for exterior		10/19/2018	1,165.43
	Account <b>53610 - Building Repairs</b> Totals		8	\$6,484.26
Account <b>53650 - Other Repairs</b>				





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204 - State Of Indiana	26-Walnut St Garage-elevator permit		10/19/2018	120.00
6671 - Brent Haley (Hoosier Power Wash)	02-Cleaning Services for City Hall & Entry	BC 2018-80	10/19/2018	4,550.00
	Account <b>53650 - Other Repairs</b> Totals		2	\$4,670.00
	Program <b>190000 - Main</b> Totals		13	\$12,929.07
	Department <b>19 - Facilities Maintenance</b> Totals		13	\$12,929.07
Department <b>28 - ITS</b>				
Program <b>280000 - Main</b>				
Account <b>53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	28-Basecamp Project Plan Subscription-9/2-		10/19/2018	20.00
53442 - Paragon Micro, INC	28-Adobe Creative Cloud Subscription (ITS)		10/19/2018	3,723.96
	Account <b>53910 - Dues and Subscriptions</b> Totals		2	\$3,743.96
	Program <b>280000 - Main</b> Totals		2	\$3,743.96
	Department <b>28 - ITS</b> Totals		2	\$3,743.96
	Fund <b>101 - General Fund (S0101)</b> Totals		122	\$159,623.69
Fund <b>103 - Restricted Donations</b>				
Department <b>06 - Controller's Office</b>				
Program <b>400101 - Animal Medical Services</b>				
Account <b>53130 - Medical</b>				
54639 - Shake Veterinary Services, INC (Town & Country	01-surgeries, spay/neuter surgeries-9/18/18		10/19/2018	1,210.74
	Account <b>53130 - Medical</b> Totals		1	\$1,210.74
	Program <b>400101 - Animal Medical Services</b> Totals		1	\$1,210.74
Program <b>400102 - Animal Supplies</b>				
Account <b>52210 - Institutional Supplies</b>				
5819 - Synchrony Bank	01-door flags-room status indicators		10/19/2018	45.60
5819 - Synchrony Bank	01-locks, leashes		10/19/2018	65.45
	Account <b>52210 - Institutional Supplies</b> Totals		2	\$111.05
	Program <b>400102 - Animal Supplies</b> Totals		2	\$111.05
Program <b>400401 - Sustainability</b>				
Account <b>53990 - Other Services and Charges</b>				
6515 - Green Camino, INC	04 - Service Agreement - compost collection		10/19/2018	112.00



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	Account <b>53990 - Other Services and Charges</b> Totals		1	\$112.00
	Program <b>400401 - Sustainability</b> Totals		1	\$112.00
	Department <b>06 - Controller's Office</b> Totals		4	\$1,433.79
	Fund <b>103 - Restricted Donations</b> Totals		4	\$1,433.79
Fund <b>270 - CC Jack Hopkins NR17-42 (S9508)</b>				
Department <b>05 - Common Council</b>				
Program <b>050000 - Main</b>				
Account <b>53960 - Grants</b>				
242 - Amethyst House, INC	15-JH Grant 2018-215 N. Rogers-flooring,		10/19/2018	5,541.24
	Account <b>53960 - Grants</b> Totals		1	\$5,541.24
	Program <b>050000 - Main</b> Totals		1	\$5,541.24
	Department <b>05 - Common Council</b> Totals		1	\$5,541.24
	Fund <b>270 - CC Jack Hopkins NR17-42 (S9508)</b> Totals		1	\$5,541.24
Fund <b>312 - Community Services</b>				
Department <b>09 - CFRD</b>				
Program <b>090014 - Latino Programs</b>				
Account <b>52420 - Other Supplies</b>				
4201 - One World Catering & Events (Lennie's, INC)	09-Food/catering for Fiesta del Otono-		10/19/2018	345.30
6274 - Quality Logo Products	09-Totebags for Fiesta del Otono		10/19/2018	280.16
	Account <b>52420 - Other Supplies</b> Totals		2	\$625.46
	Program <b>090014 - Latino Programs</b> Totals		2	\$625.46
Program <b>090018 - CBVN</b>				
Account <b>52420 - Other Supplies</b>				
6530 - Office Depot, INC	09-Name Badges for MCYC		10/19/2018	15.96
	Account <b>52420 - Other Supplies</b> Totals		1	\$15.96
	Program <b>090018 - CBVN</b> Totals		1	\$15.96
Program <b>090019 - Comm on Hisp &amp; Latino Affairs</b>				
Account <b>53990 - Other Services and Charges</b>				
651 - Engraving & Stamp Center, INC	09-CHLA medals for CHLA Award Ceremony		10/19/2018	253.50
	Account <b>53990 - Other Services and Charges</b> Totals		1	\$253.50



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	Program <b>090019 - Comm on Hisp &amp; Latino Affairs</b> Totals		1	\$253.50
Program <b>090020 - Commission on Aging</b>				
Account <b>52420 - Other Supplies</b>				
3560 - First Financial Bank / Credit Cards	09-TRT Banners-table top display for CoA		10/19/2018	50.96
	Account <b>52420 - Other Supplies</b> Totals		1	\$50.96
	Program <b>090020 - Commission on Aging</b> Totals		1	\$50.96
Program <b>G18006 - 2018 BTCC Bicent Arts</b>				
Account <b>53960 - Grants</b>				
6612 - Ellie Warren	09-Bicentennial Arts Contest - First place		10/19/2018	75.00
	Account <b>53960 - Grants</b> Totals		1	\$75.00
	Program <b>G18006 - 2018 BTCC Bicent Arts</b> Totals		1	\$75.00
	Department <b>09 - CFRD</b> Totals		6	\$1,020.88
	Fund <b>312 - Community Services</b> Totals		6	\$1,020.88
Fund <b>401 - Non-Reverting Telecom (\$1146)</b>				
Department <b>25 - Telecommunications</b>				
Program <b>254000 - Infrastructure</b>				
Account <b>53640 - Hardware and Software Maintenance</b>				
13482 - Northern Lights Locating & Inspection, INC	28-BDU Locating & marking services August		10/19/2018	3,295.00
13482 - Northern Lights Locating & Inspection, INC	28-BDU Locating & marking services June		10/19/2018	3,449.00
13482 - Northern Lights Locating & Inspection, INC	28-BDU Locating & marking services July		10/19/2018	3,409.00
	Account <b>53640 - Hardware and Software Maintenance</b> Totals		3	\$10,153.00
Account <b>53750 - Rentals - Other</b>				
12283 - Smithville Communications	28-401 N Morton/ACC-internet 10/1-		10/08/2018	1,614.27
	Account <b>53750 - Rentals - Other</b> Totals		1	\$1,614.27
Account <b>54450 - Equipment</b>				
53442 - Paragon Micro, INC	28-Capital Replacement Computers		10/19/2018	8,639.92
	Account <b>54450 - Equipment</b> Totals		1	\$8,639.92
	Program <b>254000 - Infrastructure</b> Totals		5	\$20,407.19
Program <b>256000 - Services</b>				
Account <b>53150 - Communications Contract</b>				



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Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
12283 - Smithville Communications	28-401 N Morton/ACC-internet 10/1-		10/08/2018	1,136.00
203 - Indiana University	28-FS#3-Special Circuits-September 2018		10/19/2018	65.00
	Account <b>53150 - Communications Contract</b> Totals		2	\$1,201.00
Account <b>53980 - Community Access TV/Radio</b>				
64 - Monroe County Public Library	28-Cable Access TV Services (CATS)-July		10/19/2018	109,505.50
	Account <b>53980 - Community Access TV/Radio</b> Totals		1	\$109,505.50
	Program <b>256000 - Services</b> Totals		3	\$110,706.50
	Department <b>25 - Telecommunications</b> Totals		8	\$131,113.69
	Fund <b>401 - Non-Reverting Telecom (\$1146)</b> Totals		8	\$131,113.69
Fund <b>450 - Local Road and Street(S0706)</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>53520 - Street Lights / Traffic Signals</b>				
223 - Duke Energy	02-420 E. 19th St-Hawk Signal electric bill-		10/08/2018	17.69
603 - Traffic Control Corporation	20-Vision Video Camera for 10th & Union		10/19/2018	14,498.00
	Account <b>53520 - Street Lights / Traffic Signals</b> Totals		2	\$14,515.69
	Program <b>200000 - Main</b> Totals		2	\$14,515.69
	Department <b>20 - Street</b> Totals		2	\$14,515.69
	Fund <b>450 - Local Road and Street(S0706)</b> Totals		2	\$14,515.69
Fund <b>451 - Motor Vehicle Highway(S0708)</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>52210 - Institutional Supplies</b>				
313 - Fastenal Company	20-Tree Crew-6' single leg nano, 6'		10/19/2018	349.89
	Account <b>52210 - Institutional Supplies</b> Totals		1	\$349.89
Account <b>52330 - Street , Alley, and Sewer Material</b>				
334 - Irving Materials, INC	20-N. Dunn & E. 15th-Class A Stone Ash-2.5		10/19/2018	253.75
334 - Irving Materials, INC	20-317 E. 15th-Class A Stone Ash-4.5 cy-		10/19/2018	456.75
334 - Irving Materials, INC	20-405 E. 15th-Class A Stone Ash-4 cy-		10/19/2018	406.00
334 - Irving Materials, INC	20-315 E. 15th-Class A Stone Ash-5.50 cy-		10/19/2018	558.25



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Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
334 - Irving Materials, INC	20-E. 15th&N Lincoln-Class A Stone Ash-		10/19/2018	558.25
	Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		5	\$2,233.00
Account <b>52340 - Other Repairs and Maintenance</b>				
294 - All-Phase Electric Supply, INC	20-traffic signal supplies-8 oz anti oxidant		10/19/2018	47.83
294 - All-Phase Electric Supply, INC	20-traffic signal supplies-miniature circuit		10/19/2018	20.12
11243 - Core & Main, LP	20-Plastic pipe & fittings for Ellison curb		10/19/2018	191.80
603 - Traffic Control Corporation	20-PED Inserts for traffic signals		10/19/2018	1,820.00
	Account <b>52340 - Other Repairs and Maintenance</b> Totals		4	\$2,079.75
Account <b>52420 - Other Supplies</b>				
409 - Black Lumber Co. INC	20-AAA batteries		10/19/2018	8.99
409 - Black Lumber Co. INC	20-Weed eater-2 cycle mower oil, spray		10/19/2018	8.97
409 - Black Lumber Co. INC	20-Crack Sealing Crew-24" push brooms-2		10/19/2018	39.98
409 - Black Lumber Co. INC	20-Sidewalk Crew-5/16" cobalt bit		10/19/2018	6.49
409 - Black Lumber Co. INC	20-Tree Crew-lemon dish soap		10/19/2018	3.00
409 - Black Lumber Co. INC	20-stiff broad knife, 2 gal. tank sprayer		10/19/2018	22.98
409 - Black Lumber Co. INC	20-drylock fastplug, 1 gal. tank sprayer		10/19/2018	64.96
3573 - Gary D Conder	20-Straw bales for concrete crews-10 bales-		10/19/2018	50.00
313 - Fastenal Company	20-safety supplies-gloves, tape measure,		10/19/2018	62.30
313 - Fastenal Company	20-supplies-safety glasses, gloves, spray		10/19/2018	59.05
394 - Kleindorfer Hardware & Variety	20-Sign Crew-power bits		10/19/2018	17.99
394 - Kleindorfer Hardware & Variety	20-Wagon #452-adjustable wrenches		10/19/2018	55.98
6262 - Koenig Equipment, INC	20-Weedeater & knife for brush trimming		10/19/2018	362.60
336 - Southside Rental Center, INC	20-Wagon #452-propane-10/1/18		10/19/2018	29.75
336 - Southside Rental Center, INC	20-Wagon #452-propane-9/18/18		10/19/2018	54.74
	Account <b>52420 - Other Supplies</b> Totals		15	\$847.78
Account <b>53130 - Medical</b>				
231 - Indiana University Health Bloomington, INC	20-L. Rains-Drug screen DOT 5 Panel E		10/19/2018	45.00
231 - Indiana University Health Bloomington, INC	20-F. Corns-Drug Screen Breath Alcohol		10/19/2018	40.00
	Account <b>53130 - Medical</b> Totals		2	\$85.00
Account <b>53530 - Water and Sewer</b>				



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208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-September		10/08/2018	37.06
	Account <b>53530 - Water and Sewer</b> Totals		1	\$37.06
Account <b>53610 - Building Repairs</b>				
321 - Harrell Fish, INC	19-Street Dept-repair AC in break room		10/19/2018	540.24
	Account <b>53610 - Building Repairs</b> Totals		1	\$540.24
Account <b>53630 - Machinery and Equipment Repairs</b>				
6262 - Koenig Equipment, INC	20-equipment repairs-chain saw-9/27/18		10/19/2018	139.21
6262 - Koenig Equipment, INC	20-equipment repairs-chain saw-9/27/18		10/19/2018	160.49
	Account <b>53630 - Machinery and Equipment Repairs</b> Totals		2	\$299.70
Account <b>53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-		10/19/2018	22.57
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat//towel services-9/19/18		10/19/2018	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-		10/19/2018	21.55
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-9/26/18		10/19/2018	26.39
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		4	\$96.90
Account <b>53950 - Landfill</b>				
60 - Monroe County Solid Waste Management District	20-Disposal Fee for Pavement Marking Paint		10/19/2018	808.10
	Account <b>53950 - Landfill</b> Totals		1	\$808.10
Account <b>53990 - Other Services and Charges</b>				
902 - Indiana Underground Plant Protection Service, INC	20-811 tickets-August 2018-860 tickets		10/19/2018	817.00
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-9/24/18		10/19/2018	150.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-9/11/18		10/19/2018	150.00
	Account <b>53990 - Other Services and Charges</b> Totals		3	\$1,117.00
	Program <b>200000 - Main</b> Totals		39	\$8,494.42
	Department <b>20 - Street</b> Totals		39	\$8,494.42
	Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals		39	\$8,494.42
Fund <b>452 - Parking Facilities(S9502)</b>				
Department <b>26 - Parking</b>				
Program <b>260000 - Main</b>				
Account <b>43160 - Lot/Garage Leases - Annual</b>				



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Greg Adams	02-refund garage rent-September 2018		10/19/2018	67.00
Nick Brady	02-refund partial-September 2018 garage		10/19/2018	33.50
William Reichel	02-refund for garage rent-September 2018		10/19/2018	67.00
	Account <b>43160 - Lot/Garage Leases - Annual</b> Totals		3	\$167.50
<b>Account 52240 - Fuel and Oil</b>				
177 - Indiana Oxygen Company, INC	02-Pkg Garages-liquid propane-9/24/18		10/19/2018	83.11
	Account <b>52240 - Fuel and Oil</b> Totals		1	\$83.11
<b>Account 52310 - Building Materials and Supplies</b>				
394 - Kleindorfer Hardware & Variety	02-Pkg Garages-ant cleaner spray, cleaner		10/19/2018	11.78
394 - Kleindorfer Hardware & Variety	02-Pkg Garages-4 water keys		10/19/2018	19.96
	Account <b>52310 - Building Materials and Supplies</b> Totals		2	\$31.74
<b>Account 52340 - Other Repairs and Maintenance</b>				
204 - State Of Indiana	19-City Hall-elevator permit		10/19/2018	120.00
227 - Otis Elevator Company	02-Morton St Garage-Replace phone board		10/19/2018	1,037.00
	Account <b>52340 - Other Repairs and Maintenance</b> Totals		2	\$1,157.00
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>				
6197 - CE Solutions, INC	02-Pkg Garages-structural cond. assessment- BC 2017-75		10/19/2018	6,260.00
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals		1	\$6,260.00
<b>Account 53530 - Water and Sewer</b>				
208 - City Of Bloomington Utilities	19-4th St Garage-water/sewer bill-		10/08/2018	38.91
208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-		10/08/2018	27.48
	Account <b>53530 - Water and Sewer</b> Totals		2	\$66.39
<b>Account 53610 - Building Repairs</b>				
6610 - Danco Roofing Services, INC	02-Walnut St Garage Stairwell Roof Top	BC 2018-60	10/19/2018	22,600.00
	Account <b>53610 - Building Repairs</b> Totals		1	\$22,600.00
<b>Account 53650 - Other Repairs</b>				
6378 - ANN-KRISS, LLC	26-Morton St Garage-stairwell structural	BC 2018-69	10/19/2018	7,350.00
6378 - ANN-KRISS, LLC	02-Morton St Garage-Prep & Paint NE	BC 2018-73	10/19/2018	1,860.00
6197 - CE Solutions, INC	02-Pkg Garages-structural cond. assessment- BC 2018-66		10/19/2018	17,550.00
	Account <b>53650 - Other Repairs</b> Totals		3	\$26,760.00





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Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
<b>Account 53840 - Lease Payments</b>				
512 - 7th & Walnut , LLC	26-Walnut St Garage-November 2018 rent		10/19/2018	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-November 2018 rent		10/19/2018	36,405.49
	Account <b>53840 - Lease Payments</b> Totals		2	\$55,165.47
	Program <b>260000 - Main</b> Totals		17	\$112,291.21
	Department <b>26 - Parking</b> Totals		17	\$112,291.21
	Fund <b>452 - Parking Facilities(S9502)</b> Totals		17	\$112,291.21
<b>Fund 454 - Alternative Transport(S6301)</b>				
<b>Department 02 - Public Works</b>				
<b>Program 020000 - Main</b>				
<b>Account 53110 - Engineering and Architectural</b>				
5637 - Shrewsberry & Associates, LLC	13-School Zone Enhancement Proj-services BC 2017-100		10/19/2018	3,434.08
	Account <b>53110 - Engineering and Architectural</b> Totals		1	\$3,434.08
<b>Account 54310 - Improvements Other Than Building</b>				
908 - JB Salvage (Westside Auto Parts)	13-Kinser Pk Sidwalk (Materials--steel		10/19/2018	182.75
	Account <b>54310 - Improvements Other Than Building</b> Totals		1	\$182.75
	Program <b>020000 - Main</b> Totals		2	\$3,616.83
	Department <b>02 - Public Works</b> Totals		2	\$3,616.83
	Fund <b>454 - Alternative Transport(S6301)</b> Totals		2	\$3,616.83
<b>Fund 600 - Cum Cap Improvement (CIG)(S2379)</b>				
<b>Department 02 - Public Works</b>				
<b>Program 020000 - Main</b>				
<b>Account 52330 - Street , Alley, and Sewer Material</b>				
365 - Rogers Group, INC	20-#11 stone-44.32 tons-9/18 & 9/21/18		10/19/2018	398.88
	Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		1	\$398.88
	Program <b>020000 - Main</b> Totals		1	\$398.88
	Department <b>02 - Public Works</b> Totals		1	\$398.88
	Fund <b>600 - Cum Cap Improvement (CIG)(S2379)</b> Totals		1	\$398.88
<b>Fund 601 - Cum Cap Development(S2391)</b>				
<b>Department 02 - Public Works</b>				



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Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
<b>Program 020000 - Main</b>				
<b>Account 52330 - Street , Alley, and Sewer Material</b>				
6001 - Bernath, LLC (Sealmaster)	20-CrackMaster 1190NR for Crack Sealing		10/19/2018	2,520.00
51864 - Flint Trading, INC	20-Pavement Marking Material (Arrows)		10/19/2018	2,602.95
	<b>Account 52330 - Street , Alley, and Sewer Material Totals</b>		2	<u>\$5,122.95</u>
<b>Account 53110 - Engineering and Architectural</b>				
5641 - AZTEC Engineering Group, INC	13-B-Line Ext & Multiuse Path-services 8/1- BC 2017-92		10/19/2018	4,000.00
	<b>Account 53110 - Engineering and Architectural Totals</b>		1	<u>\$4,000.00</u>
<b>Account 54110 - Land Purchase</b>				
Crescent Pointe Housing Partners, LP	13-ROW Crescent Pointe Housing Partners,		10/19/2018	6,250.00
Randy L Hannum	13-17th Street Reconstruction, Parcel 15		10/19/2018	5,045.00
OCS Development, LLC	13-17th Street Reconstruction, Parcel 12		10/19/2018	9,250.00
Karen S Smith	13-17th Street Reconstruction Parcel 17		10/19/2018	1,510.00
	<b>Account 54110 - Land Purchase Totals</b>		4	<u>\$22,055.00</u>
<b>Account 54510 - Other Capital Outlays</b>				
18844 - First Financial Bank, N.A.	20-2018 Pavement Marking Contract-Escrow- BC 2018-27		10/19/2018	1,012.60
3662 - Indiana Traffic Services, LLC	20-2018 Pavement Marking Contract-9/30/18 BC 2018-27		10/19/2018	19,239.35
	<b>Account 54510 - Other Capital Outlays Totals</b>		2	<u>\$20,251.95</u>
	<b>Program 020000 - Main Totals</b>		9	<u>\$51,429.90</u>
	<b>Department 02 - Public Works Totals</b>		9	<u>\$51,429.90</u>
	<b>Fund 601 - Cum Cap Development(\$2391) Totals</b>		9	<u>\$51,429.90</u>
<b>Fund 730 - Solid Waste (\$6401)</b>				
<b>Department 16 - Sanitation</b>				
<b>Program 160000 - Main</b>				
<b>Account 52310 - Building Materials and Supplies</b>				
394 - Kleindorfer Hardware & Variety	19-Sanitation-faucet seals		10/19/2018	5.38
	<b>Account 52310 - Building Materials and Supplies Totals</b>		1	<u>\$5.38</u>
<b>Account 52420 - Other Supplies</b>				
409 - Black Lumber Co. INC	16-4 bags cement for street cleanup at		10/19/2018	59.96
248 - Cosner's Ice Company	16-75 7# bags of ice for employees-October		10/19/2018	108.75



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Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
	Account <b>52420 - Other Supplies</b> Totals		2	\$168.71
Account <b>53530 - Water and Sewer</b>				
208 - City Of Bloomington Utilities	19-Sanitation-water/sewer bill-September		10/08/2018	149.90
	Account <b>53530 - Water and Sewer</b> Totals		1	\$149.90
Account <b>53650 - Other Repairs</b>				
392 - Koorsen Fire & Security, INC	19-Sanitation-fire extinguisher serv-		10/19/2018	439.00
	Account <b>53650 - Other Repairs</b> Totals		1	\$439.00
Account <b>53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-		10/19/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-9/26/18		10/19/2018	34.86
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-		10/19/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-10/3/16		10/19/2018	34.86
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		4	\$84.70
Account <b>53950 - Landfill</b>				
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposal-6 loads-9/3-9/26/18 BC 2016-52		10/19/2018	150.00
	Account <b>53950 - Landfill</b> Totals		1	\$150.00
	Program <b>160000 - Main</b> Totals		10	\$997.69
	Department <b>16 - Sanitation</b> Totals		10	\$997.69
	Fund <b>730 - Solid Waste (S6401)</b> Totals		10	\$997.69
Fund <b>800 - Risk Management(S0203)</b>				
Department <b>10 - Legal</b>				
Program <b>100000 - Main</b>				
Account <b>52110 - Office Supplies</b>				
6530 - Office Depot, INC	10-Centon data stick pro-USB		10/19/2018	59.90
	Account <b>52110 - Office Supplies</b> Totals		1	\$59.90
Account <b>52430 - Uniforms and Tools</b>				
327 - Hoosier Workwear Outlet, INC	10-S. McCoy-safety shoes-9/28/18		10/19/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-S. Bowles-safety shoes		10/19/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-J. Wimmer-safety shoes		10/19/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-L. Elkins-safety shoes		10/19/2018	100.00



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## Claim Register

Invoice Date Range 10/08/18 - 10/19/18

Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
327 - Hoosier Workwear Outlet, INC	10-W. Shepherd-safety shoes		10/19/2018	100.00
327 - Hoosier Workwear Outlet, INC	10-N. Cardwell-safety shoes		10/19/2018	100.00
Account <b>52430 - Uniforms and Tools</b> Totals			6	\$600.00
Account <b>53130 - Medical</b>				
6213 - Christopher T Johnson	10-CDL physical reimbursement 2018		10/19/2018	85.00
6661 - Jason A Kerr	10-2018 CDL physical reimbursement		10/19/2018	90.00
7671 - Roger Brian Shipley	10-CDL physical reimbursement 2018		10/19/2018	90.00
4878 - James M Smith	10-2018 CDL reimbursement		10/19/2018	90.00
Account <b>53130 - Medical</b> Totals			4	\$355.00
Program <b>100000 - Main</b> Totals			11	\$1,014.90
Department <b>10 - Legal</b> Totals			11	\$1,014.90
Fund <b>800 - Risk Management(S0203)</b> Totals			11	\$1,014.90
Fund <b>801 - Health Insurance Trust</b>				
Department <b>12 - Human Resources</b>				
Program <b>120000 - Main</b>				
Account <b>47080 - Other Reimbursements</b>				
UnitedHealthcare Benefit Services	12-COBRA Disbursement Overpayments		10/19/2018	163.01
Account <b>47080 - Other Reimbursements</b> Totals			1	\$163.01
Account <b>53990.1201 - Other Services and Charges Health Insurance</b>				
3928 - Aim Medical Trust	12-October Premium		10/10/2018	775,948.03
3908 - CIGNA Healthcare	12-Cigna Dental Claims Funding \$38,165.88		10/10/2018	38,165.88
Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals			2	\$814,113.91
Program <b>120000 - Main</b> Totals			3	\$814,276.92
Department <b>12 - Human Resources</b> Totals			3	\$814,276.92
Fund <b>801 - Health Insurance Trust</b> Totals			3	\$814,276.92
Fund <b>802 - Fleet Maintenance(S9500)</b>				
Department <b>17 - Fleet Maintenance</b>				
Program <b>170000 - Main</b>				
Account <b>52230 - Garage and Motor Supplies</b>				
4693 - Monroe County Tire & Supply, INC	17-tires		10/19/2018	514.90



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Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
4693 - Monroe County Tire & Supply, INC	17-tires		10/19/2018	230.25
4693 - Monroe County Tire & Supply, INC	17-tires		10/19/2018	1,717.10
Account <b>52230 - Garage and Motor Supplies</b> Totals			3	\$2,462.25
Account <b>52240 - Fuel and Oil</b>				
613 - Hoosier Penn Oil Company, INC	17-oil and fluids		10/19/2018	3,402.90
613 - Hoosier Penn Oil Company, INC	17-oil and fluids		10/19/2018	3,129.35
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels		10/19/2018	20,296.96
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels		10/19/2018	21,543.27
Account <b>52240 - Fuel and Oil</b> Totals			4	\$48,372.48
Account <b>52320 - Motor Vehicle Repair</b>				
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#921 rear window glass		10/19/2018	260.00
6001 - Bernath, LLC (Sealmaster)	17-#493 coupler, eye, blower motor		10/19/2018	164.32
6001 - Bernath, LLC (Sealmaster)	17-stock CAD eye		10/19/2018	42.16
409 - Black Lumber Co. INC	17-misc parts		10/19/2018	3.58
409 - Black Lumber Co. INC	17-misc parts		10/19/2018	2.49
244 - Bloomington Ford, INC	17-misc parts		10/19/2018	25.89
244 - Bloomington Ford, INC	17-misc parts		10/19/2018	108.89
4335 - Circle Distributing, INC	17-misc parts		10/19/2018	53.50
4335 - Circle Distributing, INC	17-misc parts		10/19/2018	20.06
4335 - Circle Distributing, INC	17-misc parts		10/19/2018	30.27
4335 - Circle Distributing, INC	17-misc parts		10/19/2018	20.06
4335 - Circle Distributing, INC	17-misc parts		10/19/2018	45.60
4335 - Circle Distributing, INC	17-misc parts		10/19/2018	20.06
4335 - Circle Distributing, INC	17-misc parts		10/19/2018	182.75
4335 - Circle Distributing, INC	17-misc parts		10/19/2018	288.24
4335 - Circle Distributing, INC	17-misc parts		10/19/2018	20.06
4335 - Circle Distributing, INC	17-misc parts		10/19/2018	140.16
4466 - Clarke Power Services, INC	17-#396 oil cooler and gasket		10/19/2018	227.84
594 - Curry Auto Center, INC	17-misc parts		10/19/2018	680.69
51827 - Fire Service, INC	17-#391 compressor		10/19/2018	715.97



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Invoice Date Range 10/08/18 - 10/19/18

Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
796 - Interstate Battery System of Bloomington, INC	17-batteries		10/19/2018	76.30
796 - Interstate Battery System of Bloomington, INC	17-batteries		10/19/2018	398.12
796 - Interstate Battery System of Bloomington, INC	17-batteries		10/19/2018	597.18
4439 - JX Enterprises, INC	17-#956 clutch fan		10/19/2018	424.99
4439 - JX Enterprises, INC	17#396 front hub/lug kit		10/19/2018	159.93
4439 - JX Enterprises, INC	17-#948 shut off valve		10/19/2018	67.99
6262 - Koenig Equipment, INC	17-#794 light switch		10/19/2018	51.93
6095 - Old Dominion Brush Company, INC	17-sweeper stock		10/19/2018	2,958.61
4608 - Reliable Transmission Service-Midwest, INC	17-#396 transmission		10/19/2018	7,295.00
786 - Richard's Small Engine, INC	17-#724 switch and relay w/diode		10/19/2018	35.37
786 - Richard's Small Engine, INC	17-#724 switch and relay w/diode		10/19/2018	16.23
786 - Richard's Small Engine, INC	17-#792 wheel and nut		10/19/2018	109.69
4547 - Riddle Tractor Sales, INC	17-return credit		10/19/2018	(26.00)
4547 - Riddle Tractor Sales, INC	17-#483 starter		10/19/2018	213.13
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for the month of		10/19/2018	6,006.15
4139 - Temco Machinery, INC (Global Emergency Products)	17-#396 trans heater exchanger		10/19/2018	1,918.53
4139 - Temco Machinery, INC (Global Emergency Products)	17-#396/stk coolant hose		10/19/2018	224.04
6216 - Terminal Supply, INC	17-stock		10/19/2018	924.66
4398 - TruckPro Holding Corporation	17-#335 wheel seal		10/19/2018	91.32
4398 - TruckPro Holding Corporation	17-#396 gasket		10/19/2018	5.60
2096 - West Side Tractor Sales Co.	17-#653 window		10/19/2018	104.85
2096 - West Side Tractor Sales Co.	17-#730 washer tank		10/19/2018	208.13
2096 - West Side Tractor Sales Co.	17-#722 light bulb		10/19/2018	37.01
2096 - West Side Tractor Sales Co.	17-#664/722 cutting edge, hardware and		10/19/2018	256.59
2096 - West Side Tractor Sales Co.	17-#885 purge valve		10/19/2018	439.79
2096 - West Side Tractor Sales Co.	17 - window		10/19/2018	315.98
2096 - West Side Tractor Sales Co.	17-#396 oil cooler and gasket		10/19/2018	(50.00)
2096 - West Side Tractor Sales Co.	17-#457 outriggers pads		10/19/2018	100.40
2096 - West Side Tractor Sales Co.	17-#664/722 cutting edge, hardware and		10/19/2018	62.38
Account <b>52320 - Motor Vehicle Repair</b> Totals			49	\$26,076.49



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Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
<b>Account 52420 - Other Supplies</b>				
177 - Indiana Oxygen Company, INC	17 - gases, tools for welding and torches		10/19/2018	121.83
8181 - Lawson Products, INC	17-misc dni parts		10/19/2018	606.87
8181 - Lawson Products, INC	17-misc dni parts		10/19/2018	563.86
Account 52420 - Other Supplies Totals			3	\$1,292.56
<b>Account 53530 - Water and Sewer</b>				
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-September		10/08/2018	147.86
Account 53530 - Water and Sewer Totals			1	\$147.86
<b>Account 53610 - Building Repairs</b>				
321 - Harrell Fish, INC	19-Fleet Maint-replace motor on exhaust fan		10/19/2018	858.98
Account 53610 - Building Repairs Totals			1	\$858.98
<b>Account 53620 - Motor Repairs</b>				
4250 - Bob Jones Radiator	17-#332 repair tank		10/19/2018	30.00
4474 - Ken's Westside Service & Towing, LLC	17-towing		10/19/2018	35.00
4474 - Ken's Westside Service & Towing, LLC	17-towing		10/19/2018	225.00
4474 - Ken's Westside Service & Towing, LLC	17-towing		10/19/2018	225.00
4474 - Ken's Westside Service & Towing, LLC	17-towing		10/19/2018	225.00
6476 - Samuel D Wray (Wray Automotive)	17-alignment		10/19/2018	50.00
6476 - Samuel D Wray (Wray Automotive)	17-alignment		10/19/2018	50.00
6476 - Samuel D Wray (Wray Automotive)	17-alignment		10/19/2018	50.00
Account 53620 - Motor Repairs Totals			8	\$890.00
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		10/19/2018	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats		10/19/2018	73.98
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		10/19/2018	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		10/19/2018	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		10/19/2018	72.68
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats and towels		10/19/2018	76.58
Account 53920 - Laundry and Other Sanitation Services Totals			6	\$270.91
<b>Account 53990 - Other Services and Charges</b>				





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Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
3560 - First Financial Bank / Credit Cards	17-title fees-9/6/18		10/19/2018	15.00
3560 - First Financial Bank / Credit Cards	17-title fees-9/27/18		10/19/2018	45.00
Account <b>53990 - Other Services and Charges</b> Totals			2	\$60.00
Program <b>170000 - Main</b> Totals			77	\$80,431.53
Department <b>17 - Fleet Maintenance</b> Totals			77	\$80,431.53
Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals			77	\$80,431.53
Fund <b>804 - Insurance Voluntary Trust</b>				
Department <b>12 - Human Resources</b>				
Program <b>120000 - Main</b>				
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		10/08/2018	60.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		10/08/2018	35.00
17785 - The Howard E. Nyhart Company, INC	12-City URM 2018		10/10/2018	50.00
17785 - The Howard E. Nyhart Company, INC	12-City URM 2018		10/11/2018	158.30
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> Totals			4	\$303.30
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b>				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		10/08/2018	20.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		10/08/2018	25.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM		10/09/2018	38.41
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b> Totals			3	\$83.41
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b>				
17785 - The Howard E. Nyhart Company, INC	12-HSA EE Contributions for 2018		10/11/2018	16,585.21
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b> Totals			1	\$16,585.21
Program <b>120000 - Main</b> Totals			8	\$16,971.92
Department <b>12 - Human Resources</b> Totals			8	\$16,971.92
Fund <b>804 - Insurance Voluntary Trust</b> Totals			8	\$16,971.92
Fund <b>978 - City 2016 GO Bond Proceeds</b>				
Department <b>06 - Controller's Office</b>				
Program <b>06016B - 2016 B Ped/Signal/Intersection</b>				
Account <b>54510 - Other Capital Outlays</b>				



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Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
3663 - WSP USA, INC	13-Sare Rd. Path & Intersection Proj-serv.	BC 2018-04B	10/19/2018	62,138.72
	Account <b>54510 - Other Capital Outlays</b> Totals		1	\$62,138.72
	Program <b>06016B - 2016 B Ped/Signal/Intersection</b> Totals		1	\$62,138.72
	Department <b>06 - Controller's Office</b> Totals		1	\$62,138.72
	Fund <b>978 - City 2016 GO Bond Proceeds</b> Totals		1	\$62,138.72
			321	\$1,465,311.90



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Invoice Date Range 09/29/18 - 09/29/18

Bank Fees August 2018

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC08-18	06-Dept CC 08-18 Bank Fees Aug 2018	Paid by EFT # 25474		09/29/2018	09/29/2018	09/29/2018		09/29/2018	5.00
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$5.00
Program 010000 - Main Totals								Invoice Transactions 1		\$5.00
Department 01 - Animal Shelter Totals								Invoice Transactions 1		\$5.00
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC08-18	06-Dept CC 08-18 Bank Fees Aug 2018	Paid by EFT # 25474		09/29/2018	09/29/2018	09/29/2018		09/29/2018	16.64
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$16.64
Program 020000 - Main Totals								Invoice Transactions 1		\$16.64
Department 02 - Public Works Totals								Invoice Transactions 1		\$16.64
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC08-18	06-Dept CC 08-18 Bank Fees Aug 2018	Paid by EFT # 25474		09/29/2018	09/29/2018	09/29/2018		09/29/2018	5.00
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$5.00
Program 060000 - Main Totals								Invoice Transactions 1		\$5.00
Department 06 - Controller's Office Totals								Invoice Transactions 1		\$5.00
Department 13 - Planning										
Program 130000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC08-18	06-Dept CC 08-18 Bank Fees Aug 2018	Paid by EFT # 25474		09/29/2018	09/29/2018	09/29/2018		09/29/2018	5.00
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$5.00
Program 130000 - Main Totals								Invoice Transactions 1		\$5.00
Department 13 - Planning Totals								Invoice Transactions 1		\$5.00
Fund 101 - General Fund (S0101) Totals								Invoice Transactions 4		\$31.64
<b>Fund 452 - Parking Facilities(S9502)</b>										
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	26-GrgFees08-18	26-Garage Fees Bank Fees Aug 2018	Paid by EFT # 25473		09/29/2018	09/29/2018	09/29/2018		09/29/2018	1,753.45
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$1,753.45
Program 260000 - Main Totals								Invoice Transactions 1		\$1,753.45
Department 26 - Parking Totals								Invoice Transactions 1		\$1,753.45
Fund 452 - Parking Facilities(S9502) Totals								Invoice Transactions 1		\$1,753.45
<b>Fund 454 - Alternative Transport(S6301)</b>										
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC08-18	06-Dept CC 08-18 Bank Fees Aug 2018	Paid by EFT # 25474		09/29/2018	09/29/2018	09/29/2018		09/29/2018	8.31
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$8.31
Program 020000 - Main Totals								Invoice Transactions 1		\$8.31
Department 02 - Public Works Totals								Invoice Transactions 1		\$8.31
Fund 454 - Alternative Transport(S6301) Totals								Invoice Transactions 1		\$8.31
Grand Totals								Invoice Transactions 6		\$1,793.40



# Board of Public Works Claim Register

Invoice Date Range 10/03/18 - 10/03/18

Utility Batch

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	81603883012-0918	02-Countryside & Sunflower-elect. bill-	Paid by Check # 68507		10/03/2018	10/03/2018	10/03/2018		10/03/2018	3.90
223 - Duke Energy	91403886012-0918	02-420 W. 4th-crosswalk-elect. bill-9/26/18	Paid by Check # 68508		10/03/2018	10/03/2018	10/03/2018		10/03/2018	9.13
223 - Duke Energy	12403886015-0918	02-912 S. Walnut-crosswalk-elect. bill-	Paid by Check # 68509		10/03/2018	10/03/2018	10/03/2018		10/03/2018	9.13
223 - Duke Energy	18003894017-0918	02-Street Light elect. chgs-various locations-	Paid by Check # 68510		10/03/2018	10/03/2018	10/03/2018		10/03/2018	22.76
Account 53520 - Street Lights / Traffic Signals Totals							Invoice Transactions 4		<hr/> \$44.92	
Program 200000 - Main Totals							Invoice Transactions 4		<hr/> \$44.92	
Department 20 - Street Totals							Invoice Transactions 4		<hr/> \$44.92	
Fund 450 - Local Road and Street(S0706) Totals							Invoice Transactions 4		<hr/> \$44.92	
Fund 454 - Alternative Transport(S6301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 53210 - Telephone										
1838 - Verizon Wireless	9815205245	14-cell phone charges-8/24-9/23/18	Paid by Check # 68511		10/03/2018	10/03/2018	10/03/2018		10/03/2018	103.86
Account 53210 - Telephone Totals							Invoice Transactions 1		<hr/> \$103.86	
Program 020000 - Main Totals							Invoice Transactions 1		<hr/> \$103.86	
Department 02 - Public Works Totals							Invoice Transactions 1		<hr/> \$103.86	
Fund 454 - Alternative Transport(S6301) Totals							Invoice Transactions 1		<hr/> \$103.86	
Grand Totals							Invoice Transactions 5		<hr/> \$148.78	

# REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	8/30/2018	EFT	804	FLEX	8/31/2018	127.01
2	8/31/2018	EFT	804	H.S.A. EE	8/31/2018	513.49
3	8/31/2018	EFT	804	FLEX	9/4/2018	338.48
4	9/1/2018	EFT	804	FLEX	9/4/2018	718.38
5	9/2/2018	EFT	804	FLEX	9/4/2018	160.00
6	9/1/2018	EFT	801	H.S.A. ER	9/4/2018	82.96
7	9/4/2018	EFT	804	FLEX-DDC	9/4/2018	107.00
8	9/5/2018	EFT	804	FLEX	9/6/2018	75.00
9	9/5/2018	EFT	801	IACI	9/6/2018	761,036.77
10	9/6/2018	EFT	804	FLEX	9/7/2018	857.70
11	9/7/2018	EFT	804	FLEX	9/10/2018	73.00
12	9/8/2018	EFT	804	FLEX	9/10/2018	73.41
13	9/9/2018	EFT	804	FLEX	9/10/2018	74.60
14	9/11/2018	EFT	804	H.S.A. ER	9/11/2018	887.73
15	9/10/2018	EFT	804	FLEX	9/11/2018	25.00
16	9/11/2018	EFT	804	FLEX-DDC	9/11/2018	360.00
17	9/11/2018	EFT	804	FLEX	9/12/2018	1,198.41
18	9/12/2018	EFT	804	FLEX	9/13/2018	477.51
19	9/13/2018	EFT	801	H.S.A. EE	9/13/2018	16,360.21
20	9/13/2018	EFT	804	FLEX	9/14/2018	140.00
21	9/13/2018	EFT	801	CIGNA	9/17/2018	31,580.72
22	9/14/2018	EFT	804	FLEX	9/17/2018	406.18
27	9/15/2018	EFT	804	FLEX	9/17/2018	913.81
28	9/18/2018	EFT	804	FLEX	9/19/2018	60.00
29	9/18/2018	EFT	804	FLEX-DDC	9/19/2018	195.00
26	9/19/2018	EFT	804	FLEX	9/20/2018	75.00
30	9/20/2018	EFT	801	GYM/MASSAGE	9/19/2018	4,241.79
25	9/21/2018	EFT	800	Workers Comp	9/21/2018	17,411.23
24	9/21/2018	EFT	800	Workers Comp	9/21/2018	4,092.36
23	9/20/2018	EFT	804	FLEX	9/21/2018	2,535.31
31	9/21/2018	EFT	804	FLEX	9/24/2018	280.52
32	9/22/2018	EFT	804	FLEX	9/24/2018	384.75
33	9/23/2018	EFT	804	FLEX	9/24/2018	49.48
34	9/25/2018	EFT	804	FLEX	9/27/2018	50.28
35	9/26/2018	EFT	804	FLEX	9/27/2018	100.00
36	9/25/2018	EFT	804	FLEX-DDC	9/27/2018	303.98
37	9/28/2018	EFT	801	H.S.A. EE	9/27/2018	16,260.21
38	9/27/2018	EFT	804	FLEX	9/28/2018	60.56
39		EFT	804	FLEX		
40		EFT	804	FLEX		
41		EFT	804	FLEX		
42		EFT	804	FLEX-DDC		
43		EFT	804	FLEX		
44		EFT	804	FLEX		
45		EFT	804	H.S.A. EE		
46		EFT	804	H.S.A. ER		
47		EFT	801	FLEX		
48		EFT	804	FLEX-DDC		
49		EFT	801	CIGNA		
50		EFT	804	FLEX		
51		EFT	804	FLEX		
52		EFT	804	FLEX		

862,685.84

## ALLOWANCE OF CLAIMS

\$ 862,685.84

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

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

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

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

## REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/29/2018	Bank Fees				1,793.40
10/19/2018	Claims				1,465,311.90
10/3/2018	Sp Utility Cks				148.78
9/30/2018	Month Of September HSA/WorkComp/MT & Gym/CIGNA				862,685.84
	Sales Tax For August 2018				
					<u>2,329,939.92</u>

### ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 2,329,939.92

Dated this 16 day of October year of 2018.

\_\_\_\_\_  
Kyla Cox Decard, President

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

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

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

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