

# **Board of Public Works Meeting**

**October 30, 2018**



**AGENDA  
BOARD OF PUBLIC WORKS**

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

- I. MESSAGES FROM BOARD MEMBERS**
- II. PETITIONS & REMONSTRANCES**
- III. TITLE VI ENFORCEMENT**
  - 1. Permission to Abate Property at 1002 W. 6<sup>th</sup> Street
  - 2. Permission to Abate Property at 1406 W. 6<sup>th</sup> Street
- IV. CONSENT AGENDA**
  - 1. Approval of Minutes
  - 2. Resolution 2018 – 111: Allow Mobile Vendor to Operate in the Public Right of Way (Wevers Smoke Eaters BBQ)
  - 3. Resolution 2018 – 112: Permission to Dispose of Surplus Bicycles by the City of Bloomington – Parking Division
  - 4. Resolution 2018 – 113: Permission to Dispose of Surplus Items by the City of Bloomington – Information Technology Services
  - 5. Approval of Payroll
- V. NEW BUSINESS**
  - 1. Approve Small Cell Facilities (Utility Poles) License Attachment Agreement with New Cingular Wireless PCS, LLC
  - 2. Approve Change Orders #4 and #5 for the 3<sup>rd</sup> & Woodcrest and 2<sup>nd</sup> & College Traffic Signal Replacement Projects
  - 3. Approve Request from RenCon Services to Extend Use of the Right – of – Way to Place Dumpster on Dunn St for Construction of 5 Guys Burgers & Fries at 425 E Kirkwood
- VI. STAFF REPORTS & OTHER BUSINESS**
- VII. APPROVAL OF CLAIMS**
- VIII. ADJOURNMENT**

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

# Staff Report

**To: Board of Public Works**

**From: Jo Stong, HAND; Chris Wheeler, City Legal**

**Date: October 22, 2018**

**Re: Request For Order to Abate 1002 W. 6<sup>th</sup> St., Bloomington, IN**

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## **Attachments:**

1. First Notice of Violation Issued August 29, 2018
2. Photographs of the property
3. GIS property information
4. Proposed BPW Decision and Proposed BPW Order

## **Facts:**

1. Bloomington Municipal Code 6.06.020 makes it 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 later remove, cover, or burn it.”
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 August 29, 2018, September 12, 2018, and October 11, 2018, Neighborhood Compliance Officer Jo Stong inspected the property located at 1002 W. 6<sup>th</sup> St., Bloomington, IN (Hereinafter the “Property”) and issued a Notice of Violation, with in each instance for excessive growth and presence of garbage and yard waste in violation of both BMC 6.06.050 and BMC 6.06.020 deposit of garbage (Hereinafter the “NOV”).
4. All NOV were issued to Simeon Rodgers (Hereinafter the “Owner”) because he is the Owner of the Property which is in violation of:
  - a. 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.
  - b. BMC 6.06.020 for the presence of garbage, recyclable materials or yard waste over or upon any premises
5. The violations have not been corrected and the NOV was not appealed.
6. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).

7. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).

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

The Property remains out of compliance. Vegetation throughout the entire Property is overgrown and there is yard waste and garbage present on the Property that must be removed.

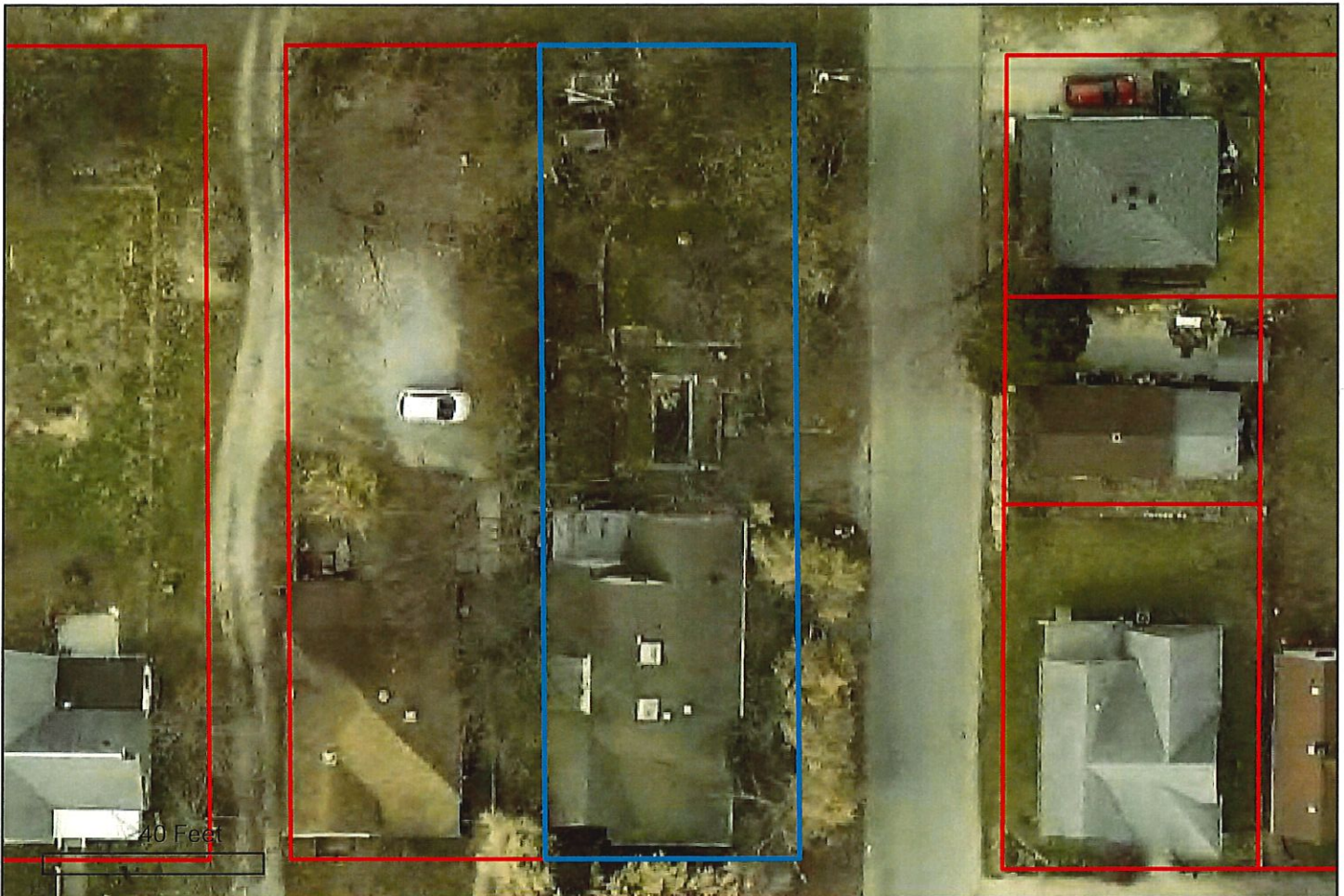
**Staff Recommendation:**

Staff recommends that the Property be abated as soon as reasonably possible as the Property is both overgrown and contains yard waste and garbage.



# Monroe County, IN

1002 W 6th ST, Bloomington, IN 47404-3638  
53-05-32-409-051.000-005



## Parcel Information

**Parcel Number:** 53-05-32-409-051.000-005  
**Alt Parcel Number:** 013-19190-00  
**Property Address:** 1002 W 6th ST  
Bloomington, IN 47404-3638  
**Neighborhood:** 1313 Trending 2006 - F/A  
**Property Class:** 1 Family Dwell - Platted Lot  
**Owner Name:** Rodgers, Simeon  
**Owner Address:** 1002 W 6th St  
Bloomington, IN 47404  
**Legal Description:** 013-19190-00 FULLER & WALDRON LOT  
33

## Taxing District

**Township:** BLOOMINGTON TOWNSHIP  
**Corporation:** MONROE COUNTY COMMUNITY

## Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
F	None	46x147



# 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 8.29.14 Time 12:25 P Address/location 1002 W. 6th 47408

Issued by: 230

☐ 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#** \_\_\_\_\_

**NOTE:** Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(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#** \_\_\_\_\_

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

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

☐ **Fine Due: \$50 \$100 \$150**

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

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

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

Comments:

Cut the overgrowth. Weeds over 8" tall.  
sidewalk impassable. Elm st. side overgrowth out  
into street.

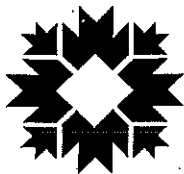
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name Simeon Rodgers  
Address 1002 W. 6th St.  
City Blgtn State IN  
Zip Code 47404

Agent Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Zip Code \_\_\_\_\_

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

Mail Copies To: Resident: ☒ Owner: ☒ Agent: ☐



# Notice of Violation

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

Date 9.4.18 Time 9:32 A Address/location 1002 W 6th 47404  
Issued by: 230 (P)

☐ 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# \_\_\_\_\_

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(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# \_\_\_\_\_

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

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

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

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

Comments:

- Cut the overgrowth.  
- Remove the brush piles.

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

Owner Name

Simone Rodgers

Address

1002 W. 6th St

City

B/gtn

State

IN

Zip Code

47404

Agent Name

Address

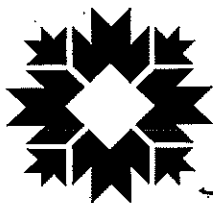
City

State

Zip Code

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

Mail Copies To: Resident: X 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/](http://www.bloomington.in.gov/hand/)

Date 10-11-18 Time 10:21 Address/location 1002 W 6th 47404  
Issued by: 230 A

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

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

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

**Fine Due:** \$50

\$100

\$150

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

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

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

Comments:

- Remove trash & debris from property  
- cut the overgrowth.  
Property will go to Board of Public Works for permission to abate.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

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

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

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

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

BPW: X

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

















**City of Bloomington  
Housing & Neighborhood Development**

**BOARD OF PUBLIC WORKS MEETING**

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development ("HAND") department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter the property and abate the violation(s). The property owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the property owner does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday October 30<sup>th</sup>, 2018.**

**You may appear at the Board of Public Works hearing to speak on the matter.**

**Fines are not appealed at this meeting, only abatement.**



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

## **Order Of Abatement for NOV**

### **(excessive growth & garbage)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued August 29, 2018, September 12, 2018, and October 11, 2018 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, October 30, 2018.

The Board of Public Works now finds as follows:

1. Simeon Rodgers (Hereinafter the "Owner") owns the real estate located at 1002 W. 6<sup>th</sup> St., Bloomington, IN (Hereinafter the "Property").
2. On August 29, 2018, September 12, 2018, and October 11, 2018, Jo Stong, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050 and the presence of garbage and yard waste on the Property in violation of BMC 6.06.020.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV was not appealed.
5. The violation(s) cited in the NOV has not been remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. This Order is continuous, expiring on August 29, 2019.

**So Ordered this 30<sup>th</sup> Day of October, 2018.**

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

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

# **CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS**

## **NOTICE OF ABATEMENT (Excessive Growth and Deposit of Garbage)**

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 1002 W. 6<sup>th</sup> St., Bloomington, IN., under parcel number 53-05-32-409-051.000-005 and whose legal description is 013-19190-00 Fuller & Waldron Lot 33 (Hereinafter the "Property") which is owned by Simeon Rodgers (Hereinafter the "Owner").

The Order of Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown, and to remove any and all garbage and yard waste from the Property.

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

**CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

**THIS CONTINUOUS ABATEMENT ORDER SHALL EXPIRE ON THE 29<sup>th</sup> day of  
AUGUST, 2019.**

**SO ORDERED THIS 30<sup>th</sup> DAY OF OCTOBER, 2018.**

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Kyla Cox Deckard, President of the Board

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

# Staff Report

**To: Board of Public Works**

**From: Jo Stong, HAND; Chris Wheeler, City Legal**

**Date: October 23, 2018**

**Re: Request For Order to Abate 1406 W. 6<sup>th</sup> St., Bloomington, IN**

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## **Attachments:**

1. First Notice of Violation Issued September 12, 2018
2. Photograph of the property
3. GIS property information
4. Proposed BPW Decision and Proposed BPW Order

## **Facts:**

1. 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.”
2. On September 12, 2018, and October 11, 2018, Neighborhood Compliance Officer Jo Stong inspected the property located at 1406 W. 6<sup>th</sup> St., Bloomington, IN (Hereinafter the “Property”) and issued a Notice of Violation, in each instance for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. Both NOV were issued to Christopher Burks (Hereinafter the “Owner”) because he is the Owner of the Property which 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. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail 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 out of compliance. Vegetation throughout the entire Property is 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. The abatement order should be continuous in nature.

# Monroe County, IN

1406 W 6th ST, Bloomington, IN 47404  
53-05-32-307-083.000-005



## Parcel Information

**Parcel Number:** 53-05-32-307-083.000-005

**Alt Parcel Number:** 013-24990-00

**Property Address:** 1406 W 6th ST  
Bloomington, IN 47404

**Neighborhood:** 1312 Trending 2006 - F/A

**Property Class:** Vacant - Platted Lot

**Owner Name:** Burks, Christopher

**Owner Address:** 890 Flintridge Ave  
La Canada Flintridge, CA 91011

**Legal Description:** 013-24990-00 WATERMAN LOT 44

## Taxing District

**Township:** BLOOMINGTON TOWNSHIP

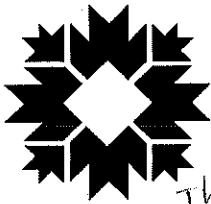
**Corporation:** MONROE COUNTY COMMUNITY

## Land Description

**Land Type**  
F

**Acreage**  
None

**Dimensions**  
50x147



# 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 10-11-18 Time 10:02 A Address/location 1406 W. 6th St

Issued by: 230

47404

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

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

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

**Fine Due: \$50**

**\$100**

**\$150**

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

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

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

Comments:

Cut the overgrowth.  
Property will go to BPW for permission to abate  
if not complied.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

**Owner Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_

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

**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 9-12-19 Time 12:36p Address/location 1406 W. 6th 47404

Issued by: 230

☐ 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#** \_\_\_\_\_

**NOTE:** Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(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#** \_\_\_\_\_

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

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

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

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

Comments:

Cut the overgrowth

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

**Owner Name** Christopher Burks  
**Address** 890 Flintridge Ave  
**City** La Canada Flintridge **State** CA  
**Zip Code** 91011

**Agent Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_ **State** \_\_\_\_\_  
**Zip Code** \_\_\_\_\_

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

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

VACANT LOT







On September 12 and October 11, 2018, the Housing & Neighborhood Development Department (HAND) issued a ticket for the following violation(s) of the City of Bloomington Municipal Code:

- ☐ 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 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 **1406 W. 6<sup>th</sup> Street.**

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

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BPW Meeting Date: October 30, 2018

Abatement Approved: Y/N

Property Owner: Christopher Burks

Address; 890 Flintridge Ave, La Canada Flintridge, CA 91011

Is this a rental? No—Vacant Lot

Agent: NA

Address: NA

Parcel Number: 53-05-32-307-083.000-005

Legal Description: 013-24990-00 Waterman Lot 44



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

## **Order Of Abatement for NOV**

### **(excessive growth)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued September 12, 2018, and October 11, 2018 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, October 30, 2018.

The Board of Public Works now finds as follows:

1. Christopher Burks (Hereinafter the "Owner") owns the real estate located at 1406 W. 6<sup>th</sup> St., Bloomington, IN (Hereinafter the "Property").
2. On September 12, 2018, and October 11, 2018, Jo Stong, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and expires on September 12, 2019.

**So Ordered this 30<sup>th</sup> Day of October, 2018.**

---

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

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

# **CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS**

## **NOTICE OF ABATEMENT**

### **(Excessive Growth)**

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 1406 W. 6<sup>th</sup> St., Bloomington, IN., under parcel number 53-05-32-307-083.000-005 and whose legal description is 013-24990-00 Waterman Lot 44 (Hereinafter the "Property") which is owned by Christopher Burks (Hereinafter the "Owner").

The Order for Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

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

**CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

**THIS CONTINUOUS ABATEMENT ORDER SHALL EXPIRE ON THE 12<sup>th</sup> DAY OF SEPTEMBER, 2019.**

**SO ORDERED THIS 30<sup>th</sup> DAY OF OCTOBER, 2018.**

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Kyla Cox Deckard, President of the Board

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

The Board of Public Works meeting was held on Tuesday, October 16, 2018, 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  
Dana Palazzo

City Staff: Dee Wills – Housing & Neighborhood Development  
Neil Kopper – Planning & Transportation  
Liz Carter – Planning & Transportation  
Nate Nickel – Public Works  
Christina Smith – Public Works  
J.D. Boruff – Public Works  
Michael Large – Public Works  
Jackie Moore – City Legal  
Chris Wheeler – City Legal  
Jacob Hunter – Police

None

**MESSAGES FROM  
BOARD MEMBERS**

None

**PETITIONS &  
REMONSTRANCES**

**HEARING ON NOISE  
APPEAL**

Chris Wheeler, City Legal, presented the Appeal of Noise Citation #37832 at 407 S. Lincoln Street. See meeting packet for details.

**Appeal of Noise Citation  
#37832 at 407 S. Lincoln  
Street**

Nicholas Stark, resident of 407 S. Lincoln Street, appears before the board to appeal Noise Citation #37832. Stark states he is appealing the citation because the address on the citation is listed as 407 S. Walnut Street, which is not his address. Stark stated that his name is not spelled with an “H” as is written on the citation. In addition the driver’s license number on the citation is not his driver’s license number. Stark asserts that due to these errors there is no way to identify him as the person responsible for the citation.

Cox Deckard asked if Stark had received a citation on the night in question. Stark admitted that he received the citation on the night in question and exhibited it to the board. Cox Deckard confirmed that he was the one who received the citation he had in his possession.

Stark confirmed. Cox Deckard asked what the error was with the license number that was listed on the citation. Stark stated that it isn't his license number. Cox Deckard asked Stark if the Board could see his ID to confirm that the number on the citation was incorrect. Stark agreed and showed the Board his driver's license. Cox Deckard again confirmed with Stark that he was the one who received the citation on the night in question. Cox Deckard asked if he had had a conversation with the officer about the citation. Stark confirmed.

Hollingsworth asked if Stark lived at 407 S. Lincoln Street. Stark confirmed he lives at that address. Stark again stated that the address on the citation is 407 S. Walnut Street, which is not his address.

Cox Deckard asked Stark if 407 S. Lincoln Street was the location he had a conversation with the officer about and the citation. Stark confirmed.

Wheeler, City Legal, stated that Scrivener's error does not invalidate the enforceability of a ticket. Wheeler went on to state what is more important is that Nicolas Stark admits he was present and received the citation that is made out to Nicolas Stark. Wheeler stated that 407 S. Lincoln Street was the address of the complaint that was filed. Wheeler went on to say that 407 S. Lincoln Street is the address of the appellant, it is the address to which detective Hunter responded and it is the address to where the noise was emanating. Wheeler stated that when detective Hunter arrived he could hear the noise emanating from the residence at 407 S. Lincoln Street. Wheeler asks that the board uphold the fine of \$50.00, as this is Mr. Stark's first noise violation offense.

Detective Jake Hunter BPD responded to a call of loud music on September 7, 2018 at 11:15pm. Noise could be heard emanating from 407 S. Lincoln Street. Booze and Marijuana could be smelled from the street. Hunter encountered Stark on the sidewalk. Hunter asked Stark to go in and get his ID in addition to anyone else who resided at the residence. Hunter acknowledges that he inadvertently misspelled Stark's first name in addition to writing the wrong first digit of his driver's license number on the citation. Hunter also acknowledges he wrote the wrong address on the citation.

Hollingsworth clarified it was after 11pm, to which Hunter confirmed.

Hollingsworth asked Hunter if the appellant asked about why he was receiving the ticket. Hunter confirmed that Stark had asked why he was receiving the ticket. Hunter stated that he explained to Stark it was because he was the first resident of the property he encountered and Stark had provided his ID to him.

Hollingsworth asked Hunter if the party had ended before he left. Hunter confirmed that everyone had left the residence and the party was shut down before he left the scene.

Hollingsworth asked for clarification from Wheeler about the ability of Scrivener's error to vacate the ticket. Wheeler confirmed that Scrivener's error does not invalidate the ability to enforce the ticket.

Palazzo made a motion to deny motion of appeal. Hollingsworth seconded the motion. Motion is passed. Motion to appeal noise citation is denied.

Dee Wills, Housing & Neighborhood Development, presented request for Permission to Abate Property at 1253 E. Miller Drive. See meeting packet for details.

**Board Comments:**

Hollingsworth asked if both owners are deceased, who ultimately pays for the mowing services. Wheeler explained that liens can be placed against the property so that when it is sold the debts will be collected at that time. If an estate were to be opened to claim property of the decedents then the City could file a claim for payment. If it is abandoned then the City could force a sale of the property. Wheeler stated that he was unsure how long ago the owners had passed away. Wheeler suggested to HAND that a seal order be sought to mitigate issues in the future.

Cox Deckard confirmed that the issue now is the abatement due to overgrowth which Wills confirmed

Hollingsworth made a motion to approve continued abatement at 1253 E. Miller Drive. Palazzo seconded the motion. Motion is passed. Permission to abate property at 1253 E. Miller Drive is approved.

**TITLE 6 VIOLATIONS**

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

**CONSENT AGENDA**

1. Approval of Minutes – October 2, 2018
2. Resolution 2018-110: Approval of Pushcart Renewal to Operate in the 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
4. Request for Noise Permit for Grand Opening of Lotus Education & Arts Foundation Office
5. Approval of Payroll

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

## **NEW BUSINESS**

Neil Kopper, Planning & Transportation, presented the request to approve the Preliminary Engineering Contract with Bynum, Fanyo, & Associates Inc. for the Maxwell Street Sidewalk Project See meeting packet for details.

Hollingsworth made a motion to Approve Preliminary Engineering Contract with Bynum, Fanyo, & Associates Inc. for the Maxwell Street Sidewalk Project, not to exceed the amount of \$20,920. Palazzo seconded. Motion is passed. Contract is approved.

Liz Carter, Planning & Transportation, presented 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. See meeting packet for details.

### **Board Comments:**

Palazzo asked about contact with adjacent properties. Carter explained that the church has written a letter of support for the project.

Liz Carter, Planning & Transportation, presented Request from Weddle Brothers Construction to Extend Use of Right of Way for the IU Fine Arts Project on E. 13th Street. See meeting packet for details.

Hollingsworth made a motion to Approve Request from Weddle Brothers Construction to Extend Use of Right of Way for the IU Fine Arts Project on E. 13th Street. Palazzo seconded. Motion passed. Request is approved.

JD Boruff, Public Works, presented Service Agreement with HFI Inc. for the Replacement of HVAC System at the Sanitation Garage See meeting packet for details.

### **Board Comments:**

Hollingsworth asked for a timeline of completion. Boruff stated within a matter of weeks once equipment is ordered and delivered the installation will begin.

Palazzo made a motion to Approve Service Agreement with HFI Inc. for the Replacement of HVAC System at the Sanitation Garage. Hollingsworth seconded. Motion passed. Request is approved.

**Approve Preliminary Engineering Contract with Bynum, Fanyo, & Associates Inc. for the Maxwell Street Sidewalk Project**

**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.**

**Approve Request from Weddle Brothers Construction to Extend Use of Right of Way for the IU Fine Arts Project on E. 13th Street**

**Approve Service Agreement with HFI Inc. for the Replacement of HVAC System at the Sanitation Garage**

Nate Nickel, Public Works, presented the Service Agreement with Republic Services for Sanitation and Recycling Collection Services. See meeting packet for details.

**Approve Service Agreement with Republic Services for Sanitation and Recycling Collection Services**

**Board Comments:**

Hollingsworth asked for clarification of the 90 day evaluation.

Nickel explained that it is completed by an outside consultant. It takes the market prices associated with commodities prices in the Midwest and then applies any adjustments based on that average.

Palazzo asked for the justification for the yearly MSW increase. Nickel explained that operation cost are built into the annual cost and will not exceed the 3% of CPI. Palazzo wanted to clarify that Monroe County's recycling fluctuations will not affect the decrease. Nickel confirmed that the fluctuation of recycling in the City will not affect the amount charged for the service. Cox Deckard agreed that the information provided every 90 days is a great data set. Nickel explained that a dramatic shift in the commodities market can decrease but never increase what the City of Bloomington will pay for the services being provided by Republic. Cox Deckard asked if there is the ability to remove a certain commodity if it is deemed to be valuable. Cox Deckard suggested a mutual agreement with other communities could be sought out at that time. Nickel elaborated that no other companies submitted information to provide Municipal Solid Waste or Municipal Single Stream Recycling. Cox Deckard asked if this contract impacted any other preexisting contracts. Legal signaled that it does not.

Hollingsworth made a motion to approve Service Agreement with Republic Services for Sanitation and Recycling Collection Services. Palazzo seconded. Motion passed. Contract is approved.

None

**STAFF REPORTS & OTHER BUSINESS**

Hollingsworth made a motion to approve the Claims Register in the amount of \$2,329,939.92. Palazzo seconded the motion. Motion passed. Claims are approved.

**APPROVAL OF CLAIMS**

Cox Deckard adjourned the meeting at 6:03pm

**ADJOURNMENT**

Accepted by:

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Kyla Cox Deckard, President

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Beth H. Hollingsworth, Vice-president

---

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:** Mobile Vendor in right of way

**Petitioner/Representative:** Arron Wever – Wevers Smoke Eaters BBQ, LLC

**Meeting Date:** October 30, 2018

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

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

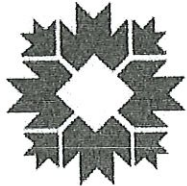
This application is for one year.

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Staff is supportive of the request.

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

2018/19



CITY OF BLOOMINGTON

## MOBILE VENDOR LICENSE APPLICATION

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

### 1. License Length and Fee Application

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

### 2. Applicant Information

Name:	Arron Weaver		
Title/Position:	Owner		
Date of Birth:	2-3-71		
Address:	313 Depot Rd		
City, State, Zip:	Ellettsville IN 47429		
E-Mail Address:	wev726@yahoo.com		
Phone Number:	812-360-7328	Mobile Phone:	812-360-7328

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

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

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

#### 4. Company Information

Name of Employer:	Wevers Smoke Eaters BBQ LLC				
Address of Employer:	313 Depot Rd Ellettsville IN 47429				
City, State, Zip:	Ellettsville IN 47429				
Employment Start Date:	10-2-12	End Date (If known):			
Phone Number:	812-360-7328				
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
Armen Wever	313 Depot Rd Ellettsville IN 47429

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

Date of incorporation or organization:	10-2-2012
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Pulled Pork, Nachos, Baked Potatoes, chips, craft drinks,  
Brisket,

Steam Table, Nacho Cheese Wurm, Combos  
~~HP~~ 11 AM - 9 PM

Planned hours of operation:

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

Chocolate Moose Food Truck Friday

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

Please Attach

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

Yes ☐

No ☒

(If Yes) Provide details

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"><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 the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input 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 truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

**For City Of Bloomington Use Only**

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



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

# INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 15	AGE 25	ISSUE DATE 12/01/17	PUR DATE 06/20/16	COUNTY 63 - MONROE	TP R	PL YR 17	PLATE TK916NAU	PL TP QT	WEIGHT 11	PR YR 16	LS N	TYPE AM	PRIOR YR PL TK916NAU
EXPIRATION DATE 12/07/18		MUNICIPALITY Ellettsville		VEHICLE YEAR 92	MAKE INT	MODEL AUT	VEHICLE IDENTIFICATION NUMBER 1HTSDPNM9NH435175			TYPE AM	COLOR BLK/		
CURRENT YEAR TAX	EXTAX 42.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 42.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 30.35		ADMIN FEE 0.00	TOTAL 97.35			
PRIOR YEAR TAX	EXTAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00		ADMIN FEE 0.00	TOTAL 0.00			
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													



CH  
Legal Address  
314 DEPOT ROAD  
ELLETTSVILLE, IN 47429



ROY M & CONNIE M WEVER  
314 DEPOT ROAD  
ELLETTSVILLE, IN 47429

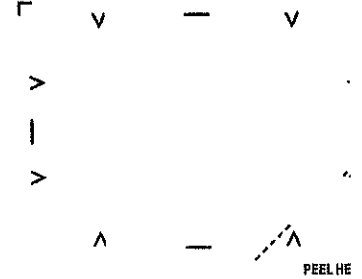


1021 1/4  
0-

BATCH# 438367 SEQUENCE# 1021 1/4

## INSTRUCTIONS FOR APPLYING PLATE DECALS

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



## INDIANA AUTO INSURANCE IDENTIFICATION CARD

COMPANY NUMBER 24082	COMMERCIAL COMPANY Ohio Security Insurance Company
POLICY NUMBER BAS 57409453	EFFECTIVE DATE 07/19/2018
YEAR 1992	VEHICLE IDENTIFICATION NUMBER 1HTSDPNM9NH435175
MAKE/MODEL International 4900	EXPIRATION DATE 07/19/2019
OFFICE ISSUING CARD MAY INSURANCE AGENCY LLC DBA THE MAY AGENCY PO BOX 1669 BLOOMINGTON, IN 47402-1669	
INSURED WEVER'S SMOKE EATERS BBQ LLC 313 DEPOT ROAD ELLETTSVILLE, IN 47429	

CA 88 14 01 10

SEE IMPORTANT MESSAGE ON REVERSE SIDE

**CITY OF BLOOMINGTON**  
**MOBILE VENDOR INSPECTION CHECK SHEET**

COMPANY PERFORMING INSPECTION Ill Health Service Garage  
INSPECTOR'S NAME Cary Decker INSPECTOR'S PHONE # 812-876-3232  
DATE OF INSPECTION 8-25-16  
TAXICAB COMPANY \_\_\_\_\_  
VEHICLE YEAR 1992 MAKE INT MODEL AUT  
VIN 1HTSDPNM9NH435175

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Attach this completed Inspection Sheet with your permit or renewal application  
and remit to:

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

Additional Comments by Inspector: \_\_\_\_\_

Inspector Signature \_\_\_\_\_

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

8/25/18

**Attach this completed Inspection Sheet with your permit or renewal application  
and remit to:**

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





SMOKE-2

QP ID: JR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2018

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

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

<b>PRODUCER</b> ISU Ins Svcs-The May Agency 1327 N. Walnut St. PO Box 1669 Bloomington, IN 47402 Joyce L. Riggs, CISR	<b>812-334-2400</b>	<b>CONTACT NAME:</b> Joyce L. Riggs, CISR <b>PHONE (A/C, No, Ext):</b> 812-334-2400 <b>FAX (A/C, No):</b> 812-332-3646 <b>E-MAIL ADDRESS:</b> joyceriggs@mayagency.com																					
<b>INSURED</b> Wever's Smoke Eaters BBQ LLC 313 W Depot Road Ellettsville, IN 47429-1625		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Liberty Mutual Insurance Group</td><td>22659</td></tr><tr><td>INSURER B:</td><td>The Hartford Insurance Company</td><td>02230</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Insurance Group	22659	INSURER B:	The Hartford Insurance Company	02230	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																							

## 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 SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	BKS57409453	07/19/2018	07/19/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>300,000</td></tr><tr><td>MCD EXP (Any one person)</td><td>\$</td><td>15,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	MCD EXP (Any one person)	\$	15,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
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EACH OCCURRENCE	\$																										
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	\$																										
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N <input type="checkbox"/> N/A	36WECIB4167	09/02/2017	09/02/2018	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>100,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>100,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>500,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			E.L. EACH ACCIDENT	\$	100,000	E.L. DISEASE - EA EMPLOYEE	\$	100,000	E.L. DISEASE - POLICY LIMIT	\$	500,000									
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E.L. DISEASE - POLICY LIMIT	\$	500,000																									

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

City of Bloomington is listed as Additional Insured on General Liability.

## CERTIFICATE HOLDER

## CANCELLATION

<b>CITYBL2</b>  City of Bloomington 401 N. Morton Street Bloomington, IN 47402	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Joyce Riggs</i></p>
--	---

**John Hamilton**  
**Mayor**  
**CITY OF BLOOMINGTON**

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

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418  
f. 812.349.3520

**RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT**

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

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

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

Arron Weaver Wevers Smoke Eaters BBQ LLC  
Name, Printed

[Signature] Wevers Smoke Eaters  
Signature BBQ LLC

10-22-18  
Date Release Signed

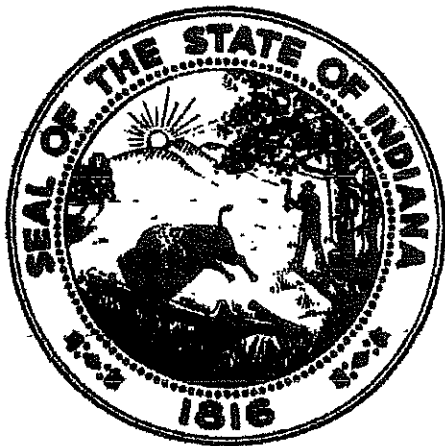
**State of Indiana**  
**Office of the Secretary of State**  
**CERTIFICATE OF AMENDMENT**  
**of**  
**SMOKE EATERS LLC**

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above Domestic Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

The name following said transaction will be:

**WEVERS SMOKE EATERS BBQ LLC**

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, November 15, 2013.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 15, 2013

*Connie Lawson*

CONNIE LAWSON,  
SECRETARY OF STATE

**INDIANA SECRETARY OF STATE  
BUSINESS SERVICES DIVISION  
CORPORATIONS CERTIFIED COPIES**

INDIANA SECRETARY OF STATE  
BUSINESS SERVICES DIVISION  
302 West Washington Street, Room E018  
Indianapolis, IN 46204

<http://www.sos.in.gov>

November 25, 2013

Company Requested: WEVERS SMOKE EATERS BBQ LLC  
Control Number: 2012100200254

Date	Transaction	# Pages
11/15/2013	Articles of Amendment	2



State of Indiana  
Office of the Secretary of State

I hereby certify that this is a true and  
complete copy of this 2 page  
document filed in this office.

Dated: November 25, 2013  
Certification Number: 2013112569405

*Connie Lawson*

Connie Lawson  
Secretary of State

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

RECEIVED 11/15/2013 11:29 AM

APPROVED AND FILED  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
11/15/2013 11:31 AM

#### ARTICLES OF AMENDMENT

Formed pursuant to the provisions of the Indiana Business Flexibility Act.

#### ENTITY NAME

SMOKE EATERS LLC

The name following said transaction will be:  
WEVERS SMOKE EATERS BBQ LLC

Creation Date: 10/2/2012

313 DEPOT ROAD, ELLETTSVILLE, IN 47429

#### REGISTERED OFFICE AND AGENT

ARRON WEVER  
313 DEPOT ROAD, ELLETTSVILLE, IN 47429

#### GENERAL INFORMATION

What is the latest date upon which the entity is to Perpetual  
dissolve?:

Who will the entity be managed by?: Members

Effective Date: 11/15/2013

Electronic Signature: ARRON WEVER

Signator's Title: MANAGER

**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418

f. 812.349.3520

### **Prohibited Location Agreement**

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

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

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

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

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

**Vendor:**

Name: Arron Wey

Signature: [Signature]

Date: 10-22-18

**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

### **Standard of Conduct Agreement**

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

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

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



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

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

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

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

**Vendor:**

Name: Arron Weaver

Signature: 

Date: 10-22-18

**City of Bloomington  
Fire Department**

Mayor John Hamilton  
Fire Chief Jason Moore

300 E 4th St  
Bloomington IN 47402

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

**Food Vendor Certificate**

---

**Date:** 06/26/2018

**Business Name:** Wevers Smoke Eaters BBQ Truck 1

**Address:** 313 W Depot ST  
Bloomington, IN 47408

**Phone:** CELL 812-360-7328

**The following permit has been issued:**

**Permit No.** 18-0120

**Type:** FOOD Temporary Vender/Cooking

**Issued Date:** 06/26/2018

**Effective Date:** 06/26/2018

**Expiration Date:** 06/26/2018

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** 6/26/2018



License for TRUCK ONLY





ServSafe

# ServSafe® CERTIFICATION

ARRON WEVER

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)-Conformance for Food Protection (CFP).

12553798

EXAM NUMBER

10439

EXAM FORM NUMBER

7/13/2020

DATE OF EXPIRATION

Agency for recertification requirements.

7/13/2020

DATE OF EXPIRATION  
Local laws apply. Check with your local health department.



#0655

In accordance with National Food Protection Ordinance  
2015 National Food Protection Ordinance  
National Food Protection Ordinance

to help you understand the NSAF.

Contact us with questions at 175 W. Jackson Blvd. Ste 1500, Chicago, IL 60604 or ServSafe@nsa.org

# Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

WEVER'S SMOKE EATER BBQ-COMMISSARY

ARRON WEVER

312 DEPOT ROAD

ELLETTSVILLE, IN 47429

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

Issued FEB 26 2018

By Thomas W. Magno

2018

Expires annually on last day of February

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

# Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

Wever's Smoke Eaters' BBQ

Attn: Aaron Wever

313 Depot Road

Ellettsville, IN 47429

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

Issued FEB 26 2018

By Thomas W. Magno

2018

Expires annually on the last day of February

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

**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

**Special Event Consent**

This letter authorizes Weaver Smoke Bakes BBQ to conduct solicitation  
(Name of solicitor)

within one-block radius of the following Special Event: Food Truck Friday  
(Name of Special Event)

This consent shall run concurrent with the Solicitor License issued by the City of Bloomington, unless revoked as described herein. If at any time the license expires or is revoked by the City of Bloomington, this consent shall be void. The solicitor is required to comply with all applicable sections of the Bloomington Municipal Code, Monroe County Code, and Indiana State Code. Failure to do so will cause the license for said location to be revoked.

I understand that if I revoke this Letter of Consent I must do so in writing and must supply a copy of said revocation to the City of Bloomington Economic & Sustainable Development Department at the above-listed address.

**Special Event Representative:**

Name: Jordan Davis

Signature: Jordan A. Davis

Date: 10-22-18

Telephone Number: 317-439-3903

**Solicitor:**

Name: Arran Weaver

Signature: Arran Weaver

Date: 10-22-18

Telephone Number: 812-360-7328

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2018 - 111**

**Mobile Vendor in Public Right of Way  
Wevers Smoke Eaters BBQ, LLC Truck #1**

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

WHEREAS, Wevers Smoke Eaters BBQ, LLC (“Vendor”) intends to renew a Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, beginning on November 2, 2018, and ending on November 1, 2019.

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

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

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

**RESOLUTION 2018-111**



- 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 30<sup>th</sup> day of October, 2018**

**BOARD OF PUBLIC WORKS:**

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

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

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

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2018 - 111** ARE ACCEPTABLE  
AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Arron Wever, Wevers Smoke Eater BBQ, LLC

Date:

\_\_\_\_\_

<b>Mobile Vendors</b>	License Term	License Dates	Approved for Public Property
Name			
<b>Big Cheez – 1</b>	1 year	3-21-18 to 3-20-19	Y
Big Cheez – 2	1 year	3-7-18 to 3-6-19	Y
La Pablana	1 Year	4-4-18 to 4-3-19	Y
Kebab On Wheels, LLC	1 Year	1-25-18 to 1-24-19	Y
Doner Kebab	1 Year	3-21-18 to 3-20-19	Y
Kona Ice of Bloomington	1 Year	7-18-18 to 7-10-19	Y
812 BBQ, LLC	1 Year	5-1-18 to 5-1-19	Y
<b>Wevers Smoke Eaters BBQ #1</b>	<b>1 year</b>	<b>11-02-17 to 11-1-18</b>	<b>Y</b>
Wevers Smoke Eaters BBQ #2	1 year	7-11-18 - 7-10-19	Y
Pili's Party Taco	1 year	11-8-17 to 11-7-18	Y
Pili's Party Taco Truck #2	1 year	9-19-18 to 9-18-19	Y
JD's Taste of Chicago	1 year	5-1-18 to 5-1-19	Y
Limestone BBQ, LLC	1 year	3-21-18 to 3-20-19	Y
InBloom Juicery	1 year	5-1-18 to 4-30-19	Y
Sweet Valley Ice Cream	1 year	5-29-18 to 5-28-19	Y
Smooth Moves	6 months	6-27-18 to 12-26-19	Y
Top Shotta jerk Chicken LLC	1 year	8-3-18 to 8-2-19	Y
Swakin LLC	1 year	9-13-18 to 9-12-19	Y
Broomstick Bakery	1 year	9-20-18 to 9-19-19	Y
<b>PUSHCARTS</b>			
Names			
Chocolate Moose	1 year	5-16-18 to 5-15-19	Y
The Sandwich Spot	1 year	10-17-18 to 10-16-19	Y
Kona Ice of Bloomington	1 year	3-7-18 to 3-6-19	Y

Highlighted – Petitioning Board of Public Works for City Right of Way



## Board of Public Works Staff Report

**Project/Event:** Resolution to Dispose of Abandoned Bicycles  
**Petitioner/Representative:** Raye Ann Cox, Parking Manager  
**Staff Representative:** Christina Smith  
**Date:** October 30, 2018

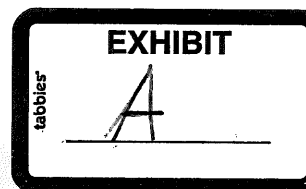
### Report:

Our Parking Enforcement Division often notices and receives complaints regarding abandoned bicycles within the public right of way. After monitoring the bicycles to determine that the owner is not going to remove or claim the bicycle, staff removes and stores it for a duration of 1 year. Over time, these abandoned bicycles accumulate and take up valuable storage space. As you can see by the photos, these bicycles are in various condition, and were impounded in 2015 and 2016.

If approved, this resolution declares these bicycles to be surplus property and allows for their disposal. The Center for Sustainable Living, Inc., is a not for profit organization which hosts a number of Projects, one of which is the Bloomington Community Bike Project (BCBP). The BCBP teaches individuals to repair bicycles and make them usable again. Parking Enforcement would like to donate these 15 bicycles to the Center for Sustainable Living, Inc., who is willing and excited about receiving them. Any parts that they cannot use will be sold as scrap metal and those proceeds will be used to help fund the project.

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

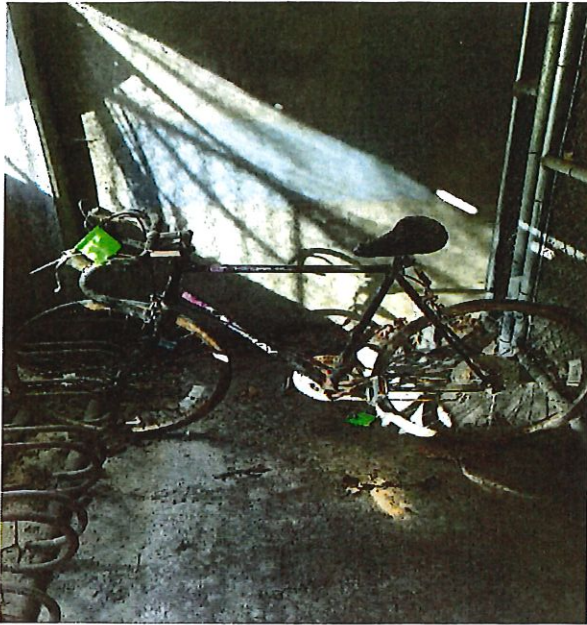
**Recommend** ☒ **Approval** ☐ **Denial** by: Christina Smith



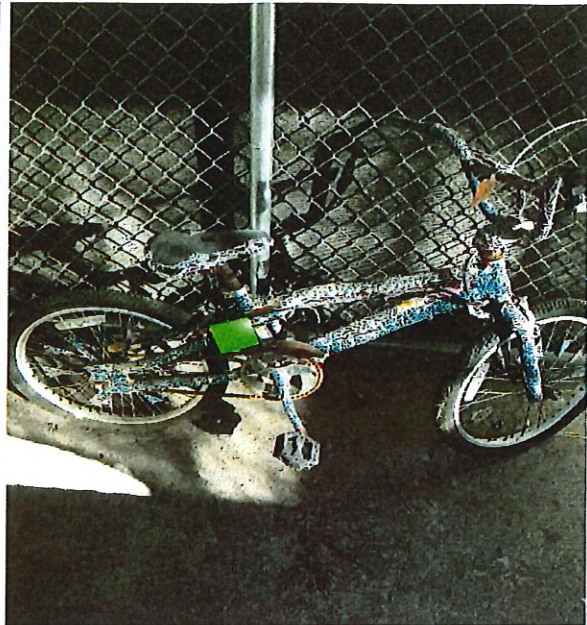
## 2018 IMPOUNDED BICYCLE BY PARKING ENFORCEMENT

BIKE NUMBER	MAKE	COLOR	IMPOUND DATE	BIKE CONDITION
BIKE 1	MURRAY	BLACK/PURPLE	May 21, 2016	INTACT
BIKE 2	UNKNOWN	DECAL ALL OVER	July 21, 2016	INTACT
BIKE 3	UNKNOWN	BLACK	May 21, 2016	INTACT
BIKE 4	UNKNOWN	RED	May 25, 2016	INTACT
BIKE 5	NEXT POWER X	WHITE/MAROON	May 8, 2015	INTACT
BIKE 6	BACK TRAIL X	BLACK/GRAY	February 29, 2016	INTACT
BIKE 7	RALEIGH USA	MAROON	June 12, 2016	INTACT
BIKE 8	HUFFY	GREEN	November 12, 2015	STRIPPED
BIKE 9	ALL PRO	BLACK	May 20, 2016	INTACT
BIKE 10	TREK	MAROON	July 5, 2016	STRIPPED
BIKE 11	TREK	PURPLE/GRAY	April 1, 2016	STRIPPED
BIKE 12	SCHWINN	BLUE/GRAY/MAROON	December 12, 2016	INTACT
BIKE 13	UNKNOWN	BLACK	May 15, 2015	INTACT
BIKE 14	HUFFY	BLACK	May 15, 2015	INTACT
BIKE 15	SPECIALIZED	BLUE/BLACK	May 2, 2016	INTACT





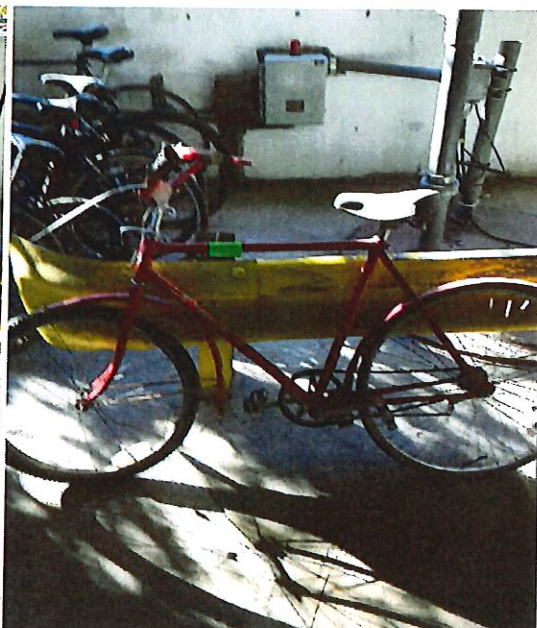
BIKE 1



BIKE 2



BIKE 3



BIKE 4



BIKE 5

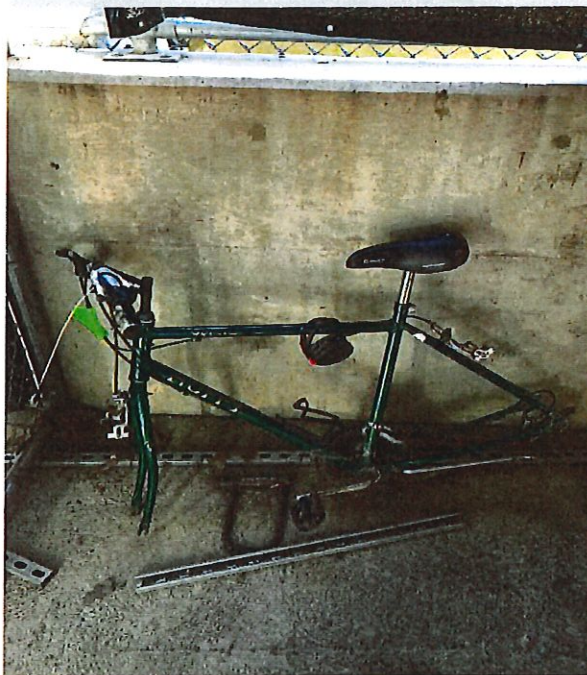




BIKE 6



BIKE 7

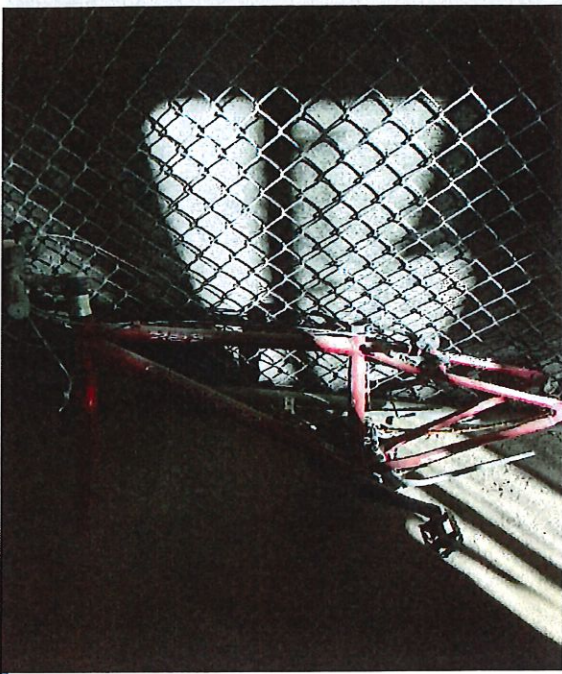


BIKE 8



BIKE 9





BIKE 10



BIKE 11



BIKE 12



BIKE 13



BIKE 14



BIKE 15



**BOARD OF PUBLIC WORKS  
RESOLUTION 2018-112**

**TO DISPOSE OF SURPLUS AND WORTHLESS BICYCLES  
OWNED BY THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington Parking Enforcement Division is in possession of bicycles, in accordance with Indiana Code Chapter 9-22, which have been abandoned on city right of way and are not needed or usable to the City and which are both surplus and worthless equipment as defined by Indiana Code Sections 5-22-22-6 and 5-22-22-8; and

WHEREAS, bicycles were removed from the public right of way and have remained unclaimed by their owners for over one year and are taking up valuable storage space; and

WHEREAS, the Center for Sustainable Living, Inc., is a nonprofit corporation which hosts a number of Projects, one of which is the Bloomington Community Bike Project; and

WHEREAS, the Bloomington Community Bike Project wishes to take possession of the bicycles and parts; and,

WHEREAS, the Bloomington Community Bike Project will use the bicycles and parts to teach individuals to repair bicycles; and,

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

1. The following equipment owned by the City of Bloomington Parking Enforcement Division is declared to be both surplus and worthless equipment:

***15 bicycles or parts of bicycles in various conditions.***

2. The Board of Public Works hereby grants the Parking Division permission to dispose of the above-listed surplus and worthless equipment by donating the same to the non-for-profit organization the Center for Sustainable Living, Inc.
3. The City of Bloomington Board of Public Works and the Parking Division make no representation or warranty regarding the quality or integrity of this used, abandoned, surplus and worthless equipment, which is being transferred on an 'as-is' basis. By its acceptance of this surplus

equipment, the Center for Sustainable Living, Inc., agrees that it shall waive any and all claims against the City of Bloomington, its officers, employees and agents, for any personal injury or property damage that may arise from the use of the transferred surplus and worthless equipment.

4. The Center for Sustainable Living, Inc., will have 30 days from the date of signing this Agreement to remove all bicycles from City property.

**PASSED AND ADOPTED by the City of Bloomington Board of Public Works this 30<sup>th</sup> day of October, 2018.**

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

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

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

Attest: \_\_\_\_\_  
RayeAnn Cox, Manager  
Parking Enforcement Division

**ACCEPTED AND APPROVED by Bloomington Community Bike Project this \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

\_\_\_\_\_  
Andrea Avena-Koenigsberger, President,  
Board of the Center for Sustainable Living

Center for Sustainable Living, Inc.  
P. O. Box 1665  
Bloomington, IN 47402



## Board of Public Works Staff Report

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**Project/Event:** Disposal of Surplus Items by the City of  
Bloomington – Information Technology Services

**Staff Representative:** Rick Dietz

**Date:** October 23, 2018

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### Report:

The Department of Information & Technology Services has a large stock of computer equipment and peripherals that are inoperable or donatable.

The Department of Information & Technology Services staff believes that the expense of labor, equipment and fuel required to organize and transport all of this equipment for a sale or transfer, exceeds the value of the equipment. These items are attached as Recycle 9 - 2018, and Donation 9 – 2018.

---

### Recommendation and Supporting Justification:

Under Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works may determine these devices to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of these inoperable and/or outdated devices is less than five thousand dollars (\$5,000).

**Recommend**   ☒ **Approval**   ☐ **Denial by: Rick Dietz**

## IT Department

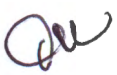
## Recycle 9 - 2018 Info

Lot ID: 22, Date: 07/17/2018, Type:Recycle

## Recycled Items List

Asset ID	Asset Num	Serial #	Name	Category	Installed	Description	Location	Date
4404	070009		mnr070009	UPS		Belkin UPS	Tech-Recyclers	10/15/2018
4257	130272		POP130272				Tech-Recyclers	10/02/2018
4267	130287		POP130287				Tech-Recyclers	10/02/2018
4670	130293b		POP130293b	Other			Tech-Recyclers	10/02/2018
4264	130285		POP130285				Tech-Recyclers	10/02/2018
4672	130293d		POP130293d	Other			Tech-Recyclers	10/02/2018
5445	130286		pop130286	Other	10/02/2018		Tech-Recyclers	10/02/2018
4268	130293f		POP130293f				Tech-Recyclers	10/02/2018
4578	130277d		pop130277d	Other			Tech-Recyclers	10/02/2018
4716	130292		pop130292	Other			Tech-Recyclers	10/02/2018
4263	130289		POP130289				Tech-Recyclers	10/02/2018
4262	130294		POP130294	Other			Tech-Recyclers	10/02/2018
4266	130293c		POP130293c				Tech-Recyclers	10/02/2018
4671	130276		POP130276	Other			Tech-Recyclers	10/02/2018
4255	130277		POP130277	Other			Tech-Recyclers	10/02/2018
4258	130267		POP130267				Tech-Recyclers	10/02/2018
4259	130270		POP130270				Tech-Recyclers	10/02/2018
4673	130275		POP130275	Other			Tech-Recyclers	10/02/2018
4577	130269		pop130269	Other			Tech-Recyclers	10/02/2018
4260	130277c		POP130277c				Tech-Recyclers	10/02/2018
4725	108889x		pop108889x				Tech-Recyclers	10/02/2018
4256	130274		POP130274	Other			Tech-Recyclers	10/02/2018
4669	130273		POP130273	Other			Tech-Recyclers	10/02/2018
4674	130277b		POP130277b				Tech-Recyclers	10/02/2018
4675	130293		POP130293	Other			Tech-Recyclers	10/02/2018
4106	050029		POT050029	Monitor			Tech-Recyclers	10/02/2018
4046	100383	A7LMTF136460	por100383	LCD 3			Tech-Recyclers	10/02/2018
4261	130268		POP130268				Tech-Recyclers	10/02/2018
4265	130293e		POP130293e				Tech-Recyclers	10/02/2018
4014	110125		POD110125				Tech-Recyclers	09/27/2018
4131	110141		ITS110141	UPS			Tech-Recyclers	09/27/2018
4040	090348	BE550G	por090348	UPS			Tech-Recyclers	09/27/2018
4331	099999		POT099999	Other		signal source switch	Tech-Recyclers	09/27/2018
4243	020271		POR020271	UPS			Tech-Recyclers	09/27/2018
4070	110143	CPZAO2002409	por110143	UPS			Tech-Recyclers	09/27/2018
4152	110145		pod110145	UPS			Tech-Recyclers	09/27/2018
5435	100122		POR100122	UPS			Tech-Recyclers	09/27/2018
4053	130493		POA130493	UPS			Tech-Recyclers	09/27/2018
4287	110175		FHQ110175	UPS			Tech-Recyclers	09/27/2018
4001	110128		POD110128	UPS			Tech-Recyclers	09/27/2018

4008	110126		POD110126	UPS			Tech-Recyclers	09/27/2018
3763	140208	CQYDS2000944	ucs140208	UPS			Tech-Recyclers	09/14/2018
341	140142	CS9KG12	cfr140142	Laptop	07/17/2014		Tech-Recyclers	08/31/2018
5375	100392		CAS100392	Desktop			Tech-Recyclers	08/29/2018
4511	130302		CAS130302	Monitor			Tech-Recyclers	08/27/2018
4596	099020	WD004679145	FRS099020	NetworkPrinter			Tech-Recyclers	08/27/2018
3640	000000	WD004679124	frs000000	NetworkPrinter			Tech-Recyclers	08/27/2018
5348	1704115		PWS1704115	Keyboard			Tech-Recyclers	08/16/2018
3606	140030		PRS140030	UPS			Tech-Recyclers	08/15/2018
4635	060226		BLU060226	NetworkPrinter		HP Printer	Tech-Recyclers	08/03/2018
4415	120178		ASH120178	UPS		UPS	Tech-Recyclers	08/01/2018
3816	060180		uac060180	NetworkPrinter			Tech-Recyclers	07/23/2018
3951	000304		UTD000304	NetworkPrinter			Tech-Recyclers	07/23/2018





IT Department

Donation 9 - 2018 Info

Lot ID: 21, Date: 07/17/2018, Type:Donation

Donation Items List

Asset ID	Asset Num	Serial #	Name	Category	Division	Installed Date	Organization	Date
5466	100230	2334597800737	FRS100230	Docking Station	Frank Southern		ServeIT	10/16/2018
460	140016	5W4WG02	cnt140016	Desktop	Controller	04/29/2013	ServeIT	10/08/2018
1616	140338	H6LQR22	cas140338	Desktop	Cascades	03/03/2015	ServeIT	10/08/2018
1059	140279	236GM22	pln140279	Desktop	Planning	05/08/2013	ServeIT	10/08/2018
5444	040490		POP040490	Monitor	Uniformed Officers	10/02/2018	ServeIT	10/02/2018
394	140299	519GM22	prs140299	Desktop	Parks and Recreation	05/08/2013	ServeIT	09/24/2018
1407	120026	6W2DKS1	prs120026	Desktop	Parks and Recreation	08/27/2015	ServeIT	09/24/2018
3250	140377		OOM140377	Laptop			ServeIT	09/11/2018
454	140345	H6VZR22	hnd140345	Desktop	HAND	01/13/2015	ServeIT	09/04/2018
471	140346	H6MMR22	hnd140346	Desktop	HAND	01/16/2015	ServeIT	08/31/2018
2358	140395	CLX7522	hnd140395	Desktop	HAND	01/20/2015	ServeIT	08/31/2018
1110	140096	897TT12	hrd140096	Desktop	Employee Services	05/08/2013	ServeIT	08/31/2018
463	140094	898VT12	hnd140094	Desktop	HAND	05/08/2013	ServeIT	08/31/2018
1118	140120	89HTT12	clk140120	Desktop	Council Office	05/08/2013	ServeIT	08/30/2018
1148	140017	FXRYG02	cnt140017	Desktop	Controller	05/08/2013	ServeIT	08/30/2018
464	140133	2RCHW12	hnd140133	Desktop	HAND	05/08/2013	ServeIT	08/30/2018
1109	140121	89JTT12	hnd140121	Desktop	HAND	05/08/2013	ServeIT	08/30/2018
215	140281	237HM22	str140281	Desktop	Street	10/24/2014	ServeIT	08/29/2018
328	140119	89BVT12	clk140119	Desktop	Council Office	05/08/2013	ServeIT	08/29/2018
1093	140036	H99GJ02	cnt140036	Desktop	Controller	05/08/2013	ServeIT	08/29/2018
452	140356	5B8KP12	esd140356	Laptop	Economic & Sustainable Development	01/07/2015	ServeIT	08/29/2018
1322	110038	5KQR8P1	clk110038	Desktop	Council Office	10/03/2012	ServeIT	08/29/2018
4555	140341		CAS140341	Desktop	Cascades		ServeIT	08/27/2018
5366	110089		CAS110089	Laptop	Cascades		ServeIT	08/27/2018
486	140431	DH2DK32	esd140431	Laptop	Economic & Sustainable Development	02/06/2015	ServeIT	08/27/2018
455	140122	896VT12	cnt140122	Desktop	Controller	05/08/2013	ServeIT	08/27/2018
1099	140344	H6LZR22	hnd140344	Desktop	HAND	02/03/2015	ServeIT	08/27/2018
332	140099	89GWT12	cnt140099	Desktop	Controller	05/08/2013	ServeIT	08/27/2018
1112	140292	517HM22	hnd140292	Desktop	HAND	05/08/2013	ServeIT	08/27/2018
2920	130019	h7htww1	ITS130019	Laptop	IT		ServeIT	08/16/2018
2921	100276	5MRM0M1	ITS100276	Laptop	IT		ServeIT	08/16/2018
342	140095	897VT12	hrd140095	Desktop	Employee Services	05/08/2013	ServeIT	08/16/2018
1141	130141	4PHKFX1	fle130141	Desktop	Fleet Maintenance	05/08/2013	ServeIT	08/15/2018
246	140144	JTV9X12	ash140144	Desktop	Animal Shelter	07/09/2015	ServeIT	08/15/2018
540	140425	557DK32	prs140425	Laptop	Parks and Recreation	02/23/2015	ServeIT	08/14/2018
2017	130466	27R9BZ1	tlr130466	Desktop	Twin Lakes Recreation Center	05/08/2013	ServeIT	08/14/2018
537	140385	CLR3S22	hnd140385	Desktop	HAND	01/21/2015	ServeIT	08/14/2018
2012	130448	27M8BZ1	tlr130448	Desktop	Twin Lakes Recreation Center	05/08/2013	ServeIT	08/13/2018
1092	140110	899TT12	cfr140110	Desktop	Community and Family Resources	05/08/2013	ServeIT	08/13/2018
3049	140432		ESD140432	Docking Station	Economic & Sustainable Development		ServeIT	08/13/2018

2014	130449	27G7BZ1	tlr130449	Desktop	Twin Lakes Recreation Center	05/08/2013	ServeIT	08/10/2018
1404	140429	BMFDK32	esd140429	Laptop	Economic & Sustainable Development	02/24/2015	ServeIT	08/09/2018
349	140115	89GTT12	cfr140115	Desktop	Community and Family Resources	05/08/2013	ServeIT	08/06/2018
1097	140114	896TT12	cfr140114	Desktop	Community and Family Resources	05/08/2013	ServeIT	08/06/2018
1251	140112	89FTT12	cfr140112	Desktop	Community and Family Resources	05/08/2013	ServeIT	08/06/2018
5301			Keyboards1	Keyboard			ServeIT	08/03/2018
5302	070096		ITS070096	Monitor	IT		ServeIT	08/03/2018
5303	090198		090198	LCD 1			ServeIT	08/03/2018
5304	060218		060218	LCD 1			ServeIT	08/03/2018
5305	130589		FRS130589	Monitor	Frank Southern		ServeIT	08/03/2018
5306	070125		070125	LCD 1			ServeIT	08/03/2018
5307	100575		ITS100575	Monitor	IT		ServeIT	08/03/2018
5308	090446		CAS090446	Other	Cascades		ServeIT	08/03/2018
5309	090972		090972	LCD 1			ServeIT	08/03/2018
503	140111	895TT12	cfr140111	Desktop	Community and Family Resources	05/08/2013	ServeIT	08/02/2018
468	140297	51BJM22	ban140297	Desktop	Banneker	05/08/2013	ServeIT	08/02/2018
677	140117	89BTT12	cfr140117	Desktop	Community and Family Resources	05/08/2013	ServeIT	08/02/2018
1151	130076	1VTGCX1	cfr130076	Desktop	Community and Family Resources	12/20/2012	ServeIT	08/02/2018
2442	140001	3FQLTZ1	uad140001	Laptop	Administration	02/27/2013	ServeIT	08/01/2018
866	140031	39PBWZ1	its-140031	Laptop	Legal	03/17/2014	ServeIT	08/01/2018
1108	140106	899WT12	cfr140106	Desktop	Community and Family Resources	05/08/2013	ServeIT	07/26/2018
160	130455	27K7BZ1	ueg130455	Desktop	Engineering	05/08/2013	ServeIT	07/26/2018
5272	000206		BTR000206	Desktop	Bloomington Transit	07/25/2018	ServeIT	07/25/2018

*per*

**BOARD OF PUBLIC WORKS  
RESOLUTION 2018 - 113**

**TO DISPOSE OF SURPLUS PERSONAL PROPERTY  
OWNED BY THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington Information & Technology Services Department (“ITS”) purchases and provides equipment for City Departments including, but not limited to, computers, computer hard drives, keyboards, monitors, and other computer accessories, which are used by a significant portion of City employees in order to assist the employees in their work on behalf of the City; and

WHEREAS, all of this equipment has limited life cycles; and

WHEREAS, as this equipment becomes inoperable and/or outdated it is returned to ITS by City Departments, and ITS provides those Departments with new replacement equipment; and

WHEREAS, ITS has a large stock of returned equipment which ITS wishes to dispose of as surplus personal property; and

WHEREAS, this equipment is identified in Exhibit A(1) and Exhibit A(2), which are attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works (hereinafter “Board of Public Works”) may determine this equipment to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of this inoperable and/or outdated equipment is less than five thousand dollars (\$5,000); and

WHEREAS, ITS has assessed the value of this equipment contained in Exhibits A(1) and A(2) to be less than five thousand dollars (\$5,000); and

WHEREAS, pursuant to Indiana Code § 5-22-22-8, the Board of Public Works is also authorized to consider this equipment worthless, if the value of the equipment is less than the estimated cost of the sale and transportation of the equipment; and

WHEREAS, in considering the expense of labor, equipment and fuel required to organize and transport all of this equipment contained in Attachment A for a sale or transfer, ITS believes that these costs exceed the value of the equipment; and

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

1. The equipment contained in Exhibits A(1) and A(2) are hereby declared to be surplus personal property.
2. The value of the equipment contained in the Exhibits is assessed to be less than five thousand dollars (\$5,000).
3. The costs of transporting this equipment and conducting a private sale exceeds the value of the equipment.



4. The equipment contained in Exhibits A(1) and A(2) is therefore determined to be worthless and, pursuant to Indiana Code § 5-22-22-8, may be demolished, donated or junked.

**PASSED AND ADOPTED by the City of Bloomington Board of Public Works this 30th  
day of October, 2018.**

**BOARD OF PUBLIC WORKS**

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

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

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

Attest: \_\_\_\_\_  
Rick Dietz, Director  
Information & Technology Services

## REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/26/2018	Payroll				394,173.10
					<u>394,173.10</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 \$ 394,173.10

Dated this 30th 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:** Approve Small Cell Facilities (Utility Poles) License Attachment Agreement with New Cingular Wireless PCS, LLC (AT&T)

**Staff Representative:** Dan Backler/Jacquelyn Moore

**Petitioner/Representative:** Petitioner: New Cingular Wireless PCS, LLC (AT&T)

**Date:** 10/30/2018

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**Report:** AT&T proposes to use structures in the City's right-of-way. An agreement between the City and AT&T has been created detailing the arrangement.

**Recommendation and Supporting Justification:** AT&T as a communications service provider, may access public rights-of-way pursuant to Indiana Code. Staff recommends approval of this agreement.

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

\_\_\_\_\_  
Dan Backler

**SMALL CELL FACILITIES (UTILITY POLES)  
LICENSE ATTACHMENT AGREEMENT**

**BETWEEN**

**THE CITY OF BLOOMINGTON**

**and**

**NEW CINGULAR WIRELESS PCS, LLC**

This SMALL CELL FACILITIES (Utility Poles) LICENSE ATTACHMENT AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by and between THE CITY OF BLOOMINGTON, a municipal corporation, having a mailing address of 401 NORTH Morton Street, Bloomington, IN 47404 ATTN: OFFICE OF MAYOR ("City") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, Atlanta, GA 30319 ("AT&T").

**BACKGROUND**

AT&T as a communications service provider, may access public rights-of-way pursuant to, *inter alia*, I.C. § 8-1-32.5-14. The Municipality owns or controls and maintains within the public rights-of-way and other municipally-owned property interests, street light poles, traffic signals, and other infrastructure, which the Provider desires to use in connection with its communications business. The Provider has requested the municipality to provide the Provider with a non-exclusive license to use municipally owned street light poles, traffic signals, and other infrastructure in accordance with this Agreement and pursuant to the Laws of the State of Indiana.

The Provider and the Municipality are entering into this Agreement to establish the process for, and respective obligations arising from, the Provider's attachment of Small Cell Facilities on Municipal Structures in accordance with applicable Laws.

Accordingly, the parties agree as follows:

**1.0 DEFINITIONS**

Except as otherwise defined herein, the following terms have the meanings given below:

1.1 "Agency" means any governmental agency other than those of the Municipality, including, but not limited to, the Federal Communications Commission (FCC), and the Indiana Utility Regulatory Commission (IURC).

1.2 "Approved Small Cell Facility(ies)" means Small Cell Facilities which have been approved for installation by the Municipality pursuant to Section 3 and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

1.3 “Attachment” means the placement or installation of an approved small cell facility(ies) collocated on a Municipal Structure.

1.4 “Authorized Designee” means a Person authorized by the Provider in writing to act on the Provider’s behalf under this Agreement.

1.5 “Board” means the Municipal Board of Public Works or the Board’s designee.

1.6 “Business Day” means any Day other than a Saturday, Sunday, or a Day observed as an official holiday by the Municipality.

1.7 “Distributed Antenna System (DAS)” means a network of spatially separated antenna nodes connected to a common source by means of a transport medium that provides wireless service within a geographic area or structure.

1.8 “Day” means any calendar day, unless a Business Day is specified. For the purpose hereof, if the time in which an act is to be performed falls on a Day other than a Business Day, the time for performance shall be extended to the following Business Day. For the purpose hereof, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.

1.9 “FCC” means the Federal Communication Commission.

1.10 “Hazardous Material(s)” means any substance, waste, or material which, because of its quantity, concentration, or physical or chemical characteristics is deemed by any federal, state, or local governmental authority or under any Law to pose a present or potential hazard to human health or safety or to the environment.

1.11 “Interference” in the context of spectrum licensed by the FCC refers to material adverse effects resulting from transmitting outside of the licensed spectrum or otherwise in violation of the authority granted by the license of the party alleged to be causing the Interference. In the context of unlicensed spectrum, it means the material adverse effect of unwanted energy due to one or a combination of emissions, radiations, or inductions upon reception in a pre-existing radio communication system, manifested by any material performance degradation, misinterpretation, or loss of information which could be extracted in the absence of such unwanted energy.

1.12 “Law(s)” means any federal, state, or local statute, ordinance, resolution, regulation, rule, tariff, administrative order, certificate, order, or other requirement in effect either at the time of execution of this Agreement or at any time during the period of this Agreement, including, without limitation, any lawful regulation or order of an official entity or body, other than those of the Municipality, to the extent applicable to the circumstances of and to the parties to this Agreement.

1.13 “Municipal Engineer” means the City/Town Engineer or a designee selected by the Municipality.

1.14 “Municipal Structure(s)” means street light poles, traffic signals, and other infrastructure owned or controlled and maintained by the Municipality and located in the Public Rights-of-Way or on other Municipally-owned property interests, and may refer to such facilities in the singular or plural, as appropriate to the context in which used. The term does not include street lights or street poles which are not owned by the Municipality. It is contemplated that Municipal Structures used for the attachment of an Approved Small Cell Facilities pursuant to this Agreement may, as appropriate given the existing condition and other circumstances of any particular Municipal Structure, be installed by and at the sole cost and expense of the Provider as replacements for existing Municipal Structures with such replacement or new Municipal Structures to be owned by the Municipality. The attachment of an Approved Small Cell Facility pursuant to this Agreement shall not: (i) change the primary purpose of the Municipal Structure, which shall remain the purpose for which the Municipality originally installed the Municipal Structure; or (ii) cause the Municipal Structure to be a “wireless base station” within the meaning of Section 6409(a) of the Spectrum Act, 47 U.S.C. § 1455.

1.15 “Person” means an individual, a corporation, a partnership, a sole proprietorship, a joint venture, a business trust, or any other form of business association or government agency.

1.16 “Public Rights-of-Way” means the area in, upon, above, along, across, under, and over the public streets, sidewalks, roads, lanes, courts, ways, alleys, boulevards, and places within the Municipality as the same now or may hereafter exist and which are under the control of the Municipality and the permitting jurisdiction of the Municipality.

1.17 “Release” when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any improvements constructed hereunder by or on behalf of the Provider.

1.18 “Services” means any services provided by the Provider within the boundaries of the Municipality using licensed or unlicensed wireless spectrum, whether at a fixed location or mobile, using Approved Small Cell Facilities.

1.19 “Small Cell Facility(ies)” means equipment at a fixed location that enables wireless communications between user equipment and a communications network. A Small Cell facility shall not exceed the dimensions or size set forth in I.C. 8-1-32.3-9 or other applicable law and shall be designed to be as inconspicuous as reasonably possible to passersby.

## **2.0 TERM OF AGREEMENT**

The term of this Agreement is five (5) years (the “Initial Term”), commencing on the Effective Date. Unless either party objects in writing not less than 180 Days prior to the expiration of either the Initial Term or a Renewal Term, the Agreement shall automatically renew for five



(5) additional five (5) year terms (each a “Renewal Term”) commencing upon the expiration of the Initial Term or the prior Renewal Term, as the case may be. Any written objection to a Renewal Term shall not be arbitrary, capricious, or otherwise unreasonable. Each Renewal Term will be on the same terms and conditions set forth in this Agreement, subject to the negotiation at the time of renewal of competitively neutral, mutually acceptable price terms and conditions consistent with applicable law, which may, if the parties agree, include further renewals. Any such terms and conditions so negotiated shall be reduced to writing and executed by the parties as an amendment to this Agreement.

### **3.0 DESCRIPTION OF WORK**

3.1 Grant of License. During the term of this Agreement, the Provider is granted a license by the Municipality and thereby authorized, on a non-exclusive basis, subject to the terms of this Agreement, to install Approved Small Cell facilities on Municipal Structures for use in a distributed antenna system or systems (DAS), small cell facilities, and any and all other applications and configurations to deliver its Services. This License to install Approved Small Cell Facilities on Municipal Structures shall include reasonable access to Municipal Structures, including but not limited to, on foot and by vehicle, to connect such Approved Small Cell Facilities to the Municipal Structure, and to power and communications facilities, to maintain such Approved Small Cell Facilities, and to upgrade, modify, or replace such Approved Small Cell Facilities and associated equipment, in accordance with this Agreement.

3.2 Municipal Engineer Review, Permitting, Board Review. Prior to installing any (a) new street poles or other structures within the Municipality’s property or right of way for an Approved Small Cell Facility(ies); or (b) any Small Cell Facility to any Municipal Structure, the Provider or its Authorized Designee shall first submit its Work Plans for the Small Cell Facility to the Municipal Engineer and pay the permit application fee allowed by IC 8-1-32.2-26. The Municipal Engineer shall promptly review the Work Plans for each Small Cell Facility for compliance with any applicable Laws concerning land use, zoning, and activities in the Public Rights-of-Way. When accessing Public Rights-of-Way, the Provider agrees to minimize disruption to the public use of the Public Rights-of-Way.

Upon the Municipal Engineer’s approval of the Work Plans, the Municipal Engineer shall present the submitted plans to the Board for approval. If the Board approves the submitted plans, the Board shall issue a permit approving the location and installation of the Small Cell Facility on the Municipal Structure, at which time the Small Cell Facility shall be deemed an Approved Small Cell Facility.

3.3 Map and List of Small Cell Facilities. The Provider shall maintain, in a form reasonably acceptable to the Municipality, a current map and list of the location of all Approved Small Cell Facilities it installs pursuant to this Agreement and shall make such map available to the Municipal Engineer upon request.

3.4 Changes to Small Cell Facilities. Subject to any Municipal permit requirements, the Provider may perform routine maintenance, modifications, or replacements of any Approved Small Cell Facility it installs pursuant to this Agreement where such upgrade, modification, or replacement is substantially similar to the existing

Approved Small Cell Facility or does not increase the size of the existing Approved Small Cell Facility without notice to the Municipal Engineer. Any upgrades, modifications, or replacements of Approved Small Cell Facilities on Municipal Structures that are not substantially similar to the existing Approved Small Cell Facility or do increase the size of the existing Approved Small Cell Facility shall be subject to prior notice and the reasonable approval of the Municipal Engineer and the Board. Such upgrades, modifications, or replacements are deemed approved by the Board unless, within fifteen (15) Business Days of receiving notice, the Board notifies the Provider in writing that the changes are conditionally approved or disapproved to maintain compliance with this Agreement.

3.5 Provision of Services. The Approved Small Cell Facilities installed pursuant to this Agreement may be used for any and all Services that the Provider chooses to provide, in its reasonable discretion.

3.6 Health Safety, and Welfare. Nothing in this Agreement precludes the Municipality from applying its generally applicable health, safety, and welfare Laws when granting any permits under this Agreement; provided, however, the Municipality shall not impose environmental testing, sampling, or monitoring requirements that exceed federal Law or impose regulations pertaining to radio frequency emissions or exposure to such emissions that are contrary to or exceed Laws of the FCC.

3.7 Utilities. The Provider shall pay any and all charges to install and separately meter electrical, telecommunications, or other utility services to the Approved Small Cell Facilities located on Municipal Structures and shall pay all charges imposed by such utility providers for utilities consumed by its Approved Small Cell Facilities on Municipal Structures. The Municipal Engineer, on behalf of the Municipality, shall cooperate, at no cost to Municipality, with the Provider in making arrangements with utility providers to have the utility services used by the Approved Small Cell Facilities separately metered or otherwise accounted for and billed to a separate account payable by the Provider.

3.8 Restoration of Work Site Areas. When installing, maintaining, upgrading, modifying, or replacing an Approved Small Cell Facility under this Agreement, the Provider shall promptly restore all work site areas to a condition reasonably satisfactory to the Municipal Engineer and in accordance with construction standards as reasonably specified by the Municipal Engineer, ordinary wear and tear not caused by the Provider excepted. The provisions of this Section shall survive the expiration, completion, or earlier termination of this Agreement.

3.9 Removal upon Termination. Except as otherwise provided in this Agreement, upon written notice by the Municipality at least 180 Days prior to the expiration of the Initial Term or any Renewal Term of this Agreement, or if this Agreement is earlier terminated for cause, the Provider shall promptly, safely, and carefully remove all Approved Small Cell Facilities installed pursuant to this Agreement from all Municipal Structures except to the extent that the Provider has other legal authorization from the Municipality to maintain one or more such Approved Small Cell Facilities for a longer time. Such obligation of the

Provider shall survive the expiration or earlier termination of this Agreement. If the Provider fails to complete this removal work on or before 180 Days subsequent to the issuance of notice, then the Municipality, upon further written notice to the Provider, shall have the right at the Municipality's sole election, but not the obligation, to perform this removal work using qualified contractors and reasonable care in the removal and handling of the Provider's Small Cell Facility, and charge the Provider for the actual costs and expenses, including, without limitation, reasonable administrative costs, provided that the Provider shall be allowed to continue its removal work beyond 180 Days as long as it is diligently pursuing such removal. The Provider shall pay to the Municipality the reasonable costs and expenses incurred by the Municipality in performing any removal work and any storage of the Provider's property after removal, within 30 Days of the date of a written demand for this payment from the Municipality. After the Municipality receives the reimbursement payment from the Provider for the removal work performed by the Municipality, the Municipality shall promptly provide access to the Provider to retrieve its property removed by the Municipality at no cost or liability to the Municipality. If the Municipality does not receive the reimbursement payment from the Provider within such 30 Days, or if the Municipality does not elect to remove such items at the Municipality's cost after the Provider fails to do so prior to 180 Days subsequent to the issuance of notice pursuant to this Section, any Provider property installed pursuant to this Agreement remaining on or about the Municipal Structures or stored by the Municipality after the Municipality's removal thereof may, at the Municipality's option, be deemed abandoned and the Municipality may dispose of such property in any manner allowed by Law. Alternatively, the Municipality may elect to take title to abandoned property, provided that the Provider shall submit to the Municipality an instrument satisfactory to the Municipality transferring to the Municipality the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

3.10 Risk of Loss or Damage. The Provider acknowledges and agrees that the Municipality shall not be liable for any cost of repair to the Provider's equipment and materials comprising the Approved Small Cell Facilities and installed on Municipal Structures pursuant to this Agreement, including, without limitation, damage caused by the Municipality's removal of such pursuant to Section 3.9, except to the extent that such loss or damage was caused by the negligence, gross negligence, or willful misconduct of the Municipality, including without limitation, each of its departments, officers, agents, employees, and contractors.

3.11 Removal or Relocation of Approved Small Cell Facilities at Municipality's Request. The Provider understands and acknowledges that the Municipality, at any time and from time to time, may require the Provider, at the Provider's sole cost and expense, to remove or relocate an Approved Small Cell Facility located on a Municipal Structure on 120 Days' prior written notice from the Municipality, if the Municipality determines, in its reasonable discretion, that the removal or relocation is needed: (i) to facilitate or accommodate the construction, completion, repair, or relocation or maintenance of any infrastructure or Public Rights-of-Way; (ii) because the particular Approved Small Cell Facility causes Interference with or adversely affects proper operation of the Municipal Structure to which it is attached; (iii) because there is damage to the Municipal Structure to which the Approved Small Cell Facility is attached; (iv) because of a sale or vacation of the

Public Rights-of-Way, or a change in the Municipality's use of the Public Rights-of-Way where the Approved Small Cell Facility is located; or (v) for other good cause to preserve the public health, safety, and welfare; provided, however, that the Municipality may provide shorter advance notice if circumstances reasonably require expedited or emergency removal or relocation of a particular Approved Small Cell Facility. The Municipality shall work with the Provider to accommodate the Approved Small Cell Facility at another reasonably equivalent location on the same or another Municipal Structure nearby within the Public Rights-of-Way or on other Municipally-owned property interests. The Provider shall, at its expense, remove and relocate the Small Cell Facility to such other location in such manner, as appropriate, as may be designated or approved, in writing and in advance. Such removal and relocation shall be completed within the time prescribed by the Municipality in its written request and in accordance with the terms of this Agreement, provided that such time shall be extended by the time needed to obtain any other Agency approval required to relocate the Approved Small Cell Facility. If a third party undertakes a project that requires relocation of any Approved Small Cell Facilities attached to Municipal Structures, the Provider shall not be required to relocate the Approved Small Cell Facilities until the Municipality or the third party provides a mutually acceptable alternate location for the affected Approved Small Cell Facilities. The costs of relocating the Approved Small Cell Facilities shall be borne by the third party.

3.12 Removal or Relocation of Small Cell Facilities No Longer in Use. The Provider shall remove any Approved Small Cell Facility installed pursuant to this Agreement, at the Provider's expense, within 120 Days after the Provider abandons the use of that Approved Small Cell Facility, provided that such time shall be extended by the time needed to obtain any Agency approval required to remove the Approved Small Cell Facility. If the Provider fails to do so, then the provisions of Section 3.9 shall apply.

3.13 Right to Remove a Small Cell Facility. The Provider shall have the right, at any time, to remove any Approved Small Cell Facility installed pursuant to this Agreement, provided that it shall first provide the Municipality with notice at least ten (10) Days in advance, and shall coordinate with the Board and the Municipal Engineer regarding the timing and logistics of the removal. Upon removing an Approved Small Cell Facility and restoring the location in accordance with standards established in this Agreement, the Provider shall no longer be responsible for paying the annual Attachment Fee (as defined in Section 7.1) for that Approved Small Cell Facility.

#### **4.0 PERMIT, LIMITATIONS, AND RESTRICTIONS**

4.1 Limited Authorization. Except as expressly provided herein, this Agreement does not authorize the placement of Small Cell Facilities or any other equipment on Municipal Structures, nor does it limit Provider's right to attach and/or locate Small Cell Facilities by law. The process that will apply to the Provider seeking to use or replace Municipal Structures for the attachment of Approved Small Cell Facilities shall be as set forth herein and in accordance with the timelines prescribed by Exhibit A attached hereto.

4.2 All Permitted Activities and Fees at the Provider's Sole Expense. The

construction, operation, maintenance, removal, and replacement of Approved Small Cell Facilities and all other activities permitted under this Agreement and all fees or obligations of the Provider under this Agreement shall be the Provider's sole responsibility at its sole cost and expense.

4.3 Permit. The Provider shall obtain, at its sole expense, all applicable permits required by the Municipality or any other Agency in accordance with applicable Law and this Agreement to install Approved Small Cell Facilities on Municipal Structures.

4.4 No Property Interest Created. Neither the Provider's license to use Municipal Structures pursuant to this Agreement nor any other right, privilege, or authorities provided to the Provider pursuant to or arising under this Agreement, shall be deemed to grant, convey, create, or vest in the Provider a property interest in any portion of the Public Rights-of-Way or any other Municipal property interest or in any Municipal Structure, including but not limited to, any fee, leasehold, or easement interest in any land. The Provider on behalf of itself and any permitted successor, lessee, or assignee, recognizes and understands that this Agreement may, subject to applicable Laws, create an interest subject to taxation and that the Provider, its successors, lessees, or assignees may be subject to the payment of such taxes.

4.5 All Rights Nonexclusive. Notwithstanding any other provision of this Agreement, any and all licenses, rights, privileges, and authorities expressly or impliedly granted to the Provider under this Agreement shall be non-exclusive, and shall be subject and subordinate to: (i) the continuing right of the Municipality to use, and to allow other Person or Persons to use, any and all parts of the Public Rights-of-Way, concurrently with any other Person or Persons entitled to do so; and (ii) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title (collectively, "Encumbrances") which may affect the Public Rights-of-Way now or at any time during the term of this Agreement, including without limitation any Encumbrances granted, created or allowed by the Municipality at any time, provided that any such Encumbrance granted after the date of this Agreement shall not interfere with Approved Small Cell Facilities installed pursuant to this Agreement, or with the Provider's rights to access, maintain, modify, and use such Approved Small Cell Facilities in accordance with this Agreement.

## **5.0 WAIVERS, INDEMNIFICATION, AND INTERFERENCE**

5.1 Limitation of Liability: Indemnification. Neither party to this Agreement, nor any of its departments, boards, officers, agents, or employees, shall be liable for any damage to the property of the other, or for any bodily injury or death of its officers, agents, employees, contractors or subcontractors, or their employees, resulting or arising from actions or inactions related to this Agreement, except to the extent caused by the other party's negligence or willful misconduct. The Provider agrees to indemnify, defend, and hold harmless the Municipality and its officers, agents, officials, and employees for any and all third party claims, actions, causes of action, judgments, and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by the Provider, its Authorized Designee, or either of their officers, agents, employees, or

subcontractors, except to the extent it is caused by the negligence of a party indemnified hereunder. Such indemnity shall include reasonable attorney's fees and all direct costs arising therefrom and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.2 Waiver of Claims Regarding Fitness of Municipal Structures. The Provider acknowledges that the Municipality makes no warranties or representations regarding the fitness, availability, or suitability of any Municipal Structure for the installation of Approved Small Cell Facilities, or for any other activities permitted under this Agreement, and that, except as expressly provided in this Agreement, any performance of work or costs incurred by the Provider or provision of Services contemplated under this Agreement by the Provider is at the Provider's sole risk and expense. The Municipality agrees: (i) to allow the Provider to investigate the location of a Municipal Structure; and (ii) to work cooperatively with the Provider to facilitate the investigation of a Municipal Structure under consideration for attachment of an Approved Small Cell Facility, for the possible presence of lead based paint, asbestos, or other Hazardous Materials.

5.3 Waiver of All Claims. The Provider acknowledges that the Municipality may terminate this Agreement under certain limited circumstances, and in view of such fact the Provider expressly assumes the risk of making any expenditures in connection with this Agreement, even if such expenditures are substantial, and the Provider expressly assumes the risk of selling its Services which may be affected by the lawful termination of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Provider does not intend to waive, and hereby specifically reserves, all rights at law or in equity to contest any termination by the Municipality.

5.4 No Liability for Consequential or Incidental Damages. The Provider and the Municipality each expressly acknowledges and agrees that neither of them will be liable for any consequential or incidental damages incurred by the other, including, but not limited to, lost profits and loss of good will, arising out of a lawful and justifiable termination of this Agreement in accordance with its terms, or the construction or operation of or disruption to, one or more Approved Small Cell Facilities installed under this Agreement, or to any other activities contemplated under this Agreement. Neither party would be willing to enter into this Agreement in the absence of such waiver. Accordingly, without limiting any waivers contained in this Agreement, and as a material part of the consideration for this Agreement, the Provider and the Municipality each fully RELEASES, WAIVES, AND DISCHARGES the other forever from any and all claims, demands, rights, and causes of action for consequential and incidental damages (including without limitation, lost profits and loss of good will), and covenants not to sue the other party or any Persons acting by, through, or under that party, for consequential or incidental damages arising out of this Agreement or the work and activities authorized hereunder regardless of the cause, and whether or not due to negligence or gross negligence of the other party or its agents.

5.5 No Disruption. The Provider shall not unreasonably disrupt any public or private facilities existing now or in the future, including but not limited to sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires,

cable television, telecommunications facilities, utility, and municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws. The Municipality shall not be responsible for any disruption to a public or private utility caused by the Provider or for curing such disruption. The Provider shall be responsible for repair and restoration of any damage to facilities belonging to the Municipality, to the extent that the Provider causes disruption resulting in such damage. Notwithstanding the foregoing, the Provider shall not be responsible for any interference with third party communications equipment installed after the installation of the Provider's equipment. The Municipality will not knowingly grant after the date of this Agreement a permit, license or any other right to any third party, if at the time such third party applies for access to a pole the Municipality knows that such third party's use will, in any material way, adversely affect or interfere with the Provider's existing Attachments, the Provider's use and operation of its facilities, or the Provider's ability to comply with the terms and conditions of this Agreement.

5.6 Interference Caused by Approved Small Cell Facilities. Notwithstanding anything in this Agreement to the contrary, it is expressly agreed and understood that, if any of the Provider's Approved Small Cell Facilities installed on Municipal Structures pursuant to this Agreement, or Services provided thereby causes Interference with any systems impacting the Municipality's emergency preparedness, law enforcement activities, or other urgent public safety obligations, the Municipality may take any and all such steps as it is empowered to take under its police power authority, which may include immediately discontinuing the electricity supplied to such Approved Small Cell Facilities, until such Interference is resolved. If such Interference cannot be corrected, then the Municipality may require removal pursuant to Section 3.1 1. To the extent feasible, the Municipality agrees to give the Provider verbal notice prior to undertaking any action under this Section that will result in cutting off power to an Approved Small Cell Facility on a Municipal Structure or otherwise preventing the Provider from operating any Services from one or more Approved Small Cell facilities in the Municipality.

5.7 The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of Sections 5.5 and 5.6, and, therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

## **6.0 INSURANCE**

6.1 Amounts and Coverages. The Provider shall maintain in force, during the full term of this Agreement (including any Renewal Term), occurrence form of insurance in the following amounts and coverages:

6.1.1 Commercial General Liability Insurance with limits of \$ 1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate on Insurance Services Office (ISO) policy form CG 00 01 or its equivalent.

6.1.2 Umbrella or Excess Liability Insurance with limits of \$5,000,000.00 per



occurrence and in the aggregate. This requirement may be met by any combination of primary and umbrella/excess insurance.

**6.1.3 Worker's Compensation Insurance in amounts required by Indiana Law.**

6.2 Upon request, the Provider shall submit to the Municipality certificates by each company insuring the Provider with respect to any insurance required hereunder. The Municipality shall be included as an additional insured in such required liability policies. All insurance required shall remain in force until all Approved Small Cell Facilities installed pursuant to this Agreement have been removed from Municipal Structures. The Provider must provide written notice to the Municipality in the event of cancellation or non-renewal of any insurance policy required to be maintained by this Section 6.

6.3 The Provider shall require all contractors and subcontractors working hereunder to maintain insurance as established in this Section 6 in commercially reasonable amounts given the scope of the work.

6.4 Notwithstanding the foregoing, the Provider shall have the right to self-insure the coverages required in this section.

**7.0 LICENSE FEES.**

**7.1 License Fees.**

7.1.1 Pursuant to IC. 8-1-32.3-26(d)(1), the Provider shall pay to the Municipality, on an annual basis, as compensation for the Provider's deployment of Approved Small Cell Facilities on Municipal Structures, the amount of Fifty Dollars (\$50.00) per Municipal Structure to which the Provider attaches an Approved Small Cell Facility as authorized under this Agreement ("License Fee"). No License Fee shall be due for a Small Cell Facility not located on a Municipal Structure.

7.1.2 Payment of the first annual License Fee for each Approved Small Cell Facility shall be due on the Day that is: (i) the first Business Day of the month; and (ii) occurs at least 30 Days after the Provider commences installation of that Approved Small Cell Facility; and shall be prorated for the time of the year that the Provider commences installation by multiplying the License Fee by a fraction in which the numerator is equal to the number of Days remaining in the calendar year after the date that such installation commences, and the denominator is 365. Thereafter, payment of the annual License Fee shall be due on or before the first Business Day of each year. Each payment of License Fees will be accompanied by an accounting by the Provider, in a form reasonably satisfactory to the Municipality, setting forth the Provider's calculation of License Fees due to the Municipality.

7.2 Removed Facilities. The Provider's obligation to pay the annual License Fee for a Municipal Structure from which the Provider removes all attached Approved Small Cell Facilities as provided in Section 3.09 or any of Sections 3.11 through 3.13, or pursuant to Sections

5.5 or 5.6, shall cease on the date that the Provider removes all components of the Approved Small Cell Facilities from the Municipal Structure and restores the property pursuant to this Agreement (the “Removal Date”). If on the Removal Date, the Provider has already paid the annual License Fee for that Municipal Structure, the Municipality shall credit a prorated amount corresponding to the number of Days between the Removal Date and the end of the calendar year to the Provider, and apply that credit amount against the next year’s License Fee payment for the Provider’s remaining Municipal Structures with attached Approved Small Cell Facilities under this Agreement. If on the Removal Date the Provider has not yet paid the annual License Fee, the Provider shall pay the annual License Fee when it is due, but the amount of that License Fee shall be adjusted on a prorated basis to cover only the period between the end of the last Day of the prior Calendar Year and the last Day in which the Removal Date occurs. It shall be the responsibility of the Provider to track and account for prorated payments of License Fees paid that are removed under this Section. The Provider shall prepare a description of any such tracking and adjustments with respect to prorated License Fee payments upon request and to the satisfaction of the Municipality.

7.3 Termination or Expiration of the Agreement. The Provider’s obligation to pay License Fees pursuant to this Agreement shall cease as of the last Day of the month in which the initial Term or any Renewal Term of Agreement expires or in which this Agreement is terminated if all Approved Small Cell Facilities are removed in accordance with Section 3.9. Upon the effective date of the expiration or termination of this Agreement (“Termination Date”), the parties shall determine the prorated amount of the License Fees the Provider owes for that year and if the Provider has already paid the License Fees for that year, the Municipality shall, within ninety (90) Days after the Termination Date refund to the Provider the excess payment, or if the Provider has not paid the License Fees for that year as of the Termination Date, it shall, within ninety (90) Days after the Termination Date, pay to the Municipality the prorated amount of License Fees it owes for that year. Acceptance by the Municipality of any payment due under this Section shall not be deemed to be a waiver by the Municipality of any prior breach of this Agreement, nor shall the Municipality’s acceptance of any such payments preclude the Municipality from later establishing that a larger amount was actually due or from collecting any balance due to the Municipality, and likewise, payment by the Provider of a payment under this Section shall not waive its right to establish that a lesser amount was actually due and seek recovery of the difference. This Section 7.3 shall survive termination or expiration of the Agreement.

7.4 License Fee Adjustment. The annual License Fee for an Approved Small Cell Facility installed pursuant to this Agreement shall be adjusted every five (5) years beginning as of January 1, 2024 (each an “Adjustment Year”). The Municipality and the Provider will negotiate in good faith during the third quarter of the calendar year immediately preceding each Adjustment Year in order to determine the new License Fee (“Adjusted License Fee”), only to the extent such fee is not dictated by law (applicable law, as of the execution of this Agreement, caps the License Fee, and no Adjusted License Fee would be permitted above the cap). If by September 1 of such preceding calendar year the parties are unable to agree upon an Adjusted License Fee, either party may terminate the Agreement in accordance with Section 9.2. Notwithstanding the foregoing, the License Fee shall be automatically adjusted, at any time, to reflect a change in the law adjusting the amount that a government unit may charge for the construction, placement, or use of such Approved Small Cell Facilities on a Municipal Structure.

7.5 Documentation. The Municipality hereby agrees to provide to the Provider: (i) a complete and fully executed Internal Revenue Service form W-9; and (ii) other documentation pertinent to the Municipality's ability to receive payments from the Provider as may be requested by the Provider in its reasonable discretion, from time to time. The Provider shall at all times keep and maintain full, true, and correct business and financial records associated with this Agreement, including records of all installation work under this Agreement, basic descriptive information of all Approved Small Cell Facilities installed under this Agreement, and such other records sufficient to confirm the Provider's compliance with this Agreement. The Provider shall respond promptly to requests from the Municipality for specific information contained in such records and shall forward to the Municipality for inspection, electronic or other copies of all records and information as described above within twenty (20) Business Days of a written request.

7.6 Late Payment Charge. If the Provider fails to pay any amounts payable under this Agreement within ten (10) Days following the due date thereof, such unpaid amount shall be subject to a late payment charge equal to the greater of: (i) one percent (1%) of the unpaid amount in each instance; or (ii) the maximum amount allowable under Law, which late payment charge shall be incurred each month that the unpaid amount is due and owing.

7.7 Other Payments. In addition to all other fees to be paid to the Municipality under this Agreement, the Provider shall timely pay to the Municipality all applicable deposit fees, permit fees, and other fees or amounts the Provider is required by any Laws to pay to the Municipality in connection with obtaining permits or performing work under this Agreement.

## **8.0 WORK STANDARDS**

8.1 Performance of Work. The Provider shall exercise due care, caution, skill, and expertise in performing all work under this Agreement and shall take all reasonable steps to safeguard and maintain in a clean and workman like manner, all work site areas, including, without limitation, the areas around Municipal Structures. All work the Provider undertakes in the Public Rights-of-Ways and other Municipally-owned property interests pursuant to this Agreement shall at all times be performed by workers in accordance with generally accepted industry practice and in compliance with all Laws.

8.2 Work Plans. Prior to performing any work on Approved Small Cell Facilities subject to this Agreement within the Public Rights-of Way and on other Municipally- owned property interests, the Provider shall present a map and written proposal describing the work to be performed and the facilities, methods and materials (if any) to be installed ("Work Plan") to the Municipal Engineer for review. In addition, prior to conducting any work in the Public Rights-of-Way on Approved Small Cell Facilities under this Agreement, the Provider shall provide to the Municipality a current emergency response plan identifying staff who have authority to resolve, twenty-four (24) hours a Day, seven (7) Days a week, problems or complaints resulting, directly or indirectly, from the Approved Small Cell Facilities installed pursuant to this Agreement.

8.3 Repair or Replacement of Damaged Facilities or Property. Upon written request

by the Municipality, the Provider agrees to repair or replace, to the Municipality's reasonable satisfaction based on standards equivalent to those the Municipality requires of any other similarly situated party, any Municipal Structure or Municipally-owned or controlled property that the Municipality reasonably determines has been damaged, destroyed, defaced, or otherwise injured as a result of work performed by the Provider under this Agreement. The Provider shall perform such work at no expense to the Municipality, except to the extent such damage, destruction, defacement, or injury was caused by the negligence or willful misconduct of the Municipality.

## **9.0 TERMINATION**

9.1 Termination upon Notice in Certain Circumstances. In addition to all other remedies provided by Law or in equity, either party ("Non-Defaulting Party") may terminate this Agreement upon written notice to the other party ("Defaulting Party") in the event that the Defaulting Party has failed to perform any of its material obligations under this Agreement; provided, however, that if a specific notice or cure period of time for performance of such obligation is not otherwise specified in this Agreement, then the Non-Defaulting Party shall provide the Defaulting Party with notice of the Defaulting Party's failure to perform or comply and provide the Defaulting Party with ninety (90) Days from the date of the notice to cure the failure to perform or comply. If within such time the Defaulting Party cures its failure to perform to the Non-Defaulting Party's reasonable satisfaction, the termination shall not take effect. If the Defaulting Party is unable to cure such failure to perform or comply within the time provided for such cure, the Non-Defaulting Party shall extend the time for cure so long (not to exceed an additional 90 Days) as the Defaulting Party continues to diligently pursue such cure, and then the termination shall not take effect until such time, if any, as the Defaulting Party has failed to cure to the reasonable satisfaction of the Non-Defaulting Party and is no longer diligently pursuing such cure.

9.2 Termination for Failure to Agree on Adjusted License Fee. In the event that the parties are unable to negotiate an Adjusted License Fee (only to the extent that the License Fee is not dictated by law as it is as of the execution of this Agreement under current law) pursuant to Section 7.4, either party may terminate this Agreement upon written notice to the other party, provided, however, that such termination is effective 180 Days after such notice, and provided further that the right to terminate this Agreement under this Section must be exercised before January 1 of each respective Adjustment Year.

9.3 Effect of Any Other Termination. In the event of termination of this Agreement, the Provider shall immediately cease all work being performed under this Agreement, excepting only that work necessary for the Provider to remove all Approved Small Cell Facilities installed on Municipal Structures pursuant to this Agreement. Termination of this Agreement by the Municipality, as herein provided, shall constitute the withdrawal of the license, permit, consent, or authorization of the Municipality for the Provider to perform any construction or other work under this Agreement in the Public Rights-of-Way or on Municipal Structures, excepting only that work necessary for the Provider to remove all Approved Small Cell Facilities from Municipal Structures and leave all work site areas in a clean and safe condition and in accordance with the terms of this Agreement, or as the Municipality may otherwise expressly provide. Upon any such early termination, the Municipality shall promptly remit to the Provider a prorated portion of the

annual License Fees paid to the Municipality in accordance with Section 7. Termination or expiration of this Agreement shall not preclude the Provider from maintaining or modifying existing Approved Small Cell Facilities on structures within the Public Rights of Way, but not located on Municipal Structures, subject to applicable Laws.

## **10.0 NOTICES**

Except as otherwise expressly provided in this Agreement, any notice given hereunder shall be effective only if in writing and given by delivering the notice in person, or by sending it first-class mail or certified mail with a return receipt requested, postage prepaid, or reliable commercial overnight courier, return receipt requested, with postage prepaid, to:

### **CITY OF BLOOMINGTON**

For submittal of Work Plans, payment of License Fees, notices of modification to Approved Small Cell Facilities:

Municipal Engineer Office  
401 North Morton Street, Suite 130  
Bloomington, IN 47404

For all other types of notices:

Office of the Mayor  
401 North Morton Street, Suite 210  
Bloomington, IN 47404

### **AT&T**

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
575 Morosgo Drive  
Atlanta, GA 30324

With a Copy to:

New Cingular Wireless PCS, LLC  
Re: Cell Site # \_\_\_\_\_ ; Cell Site Name \_\_\_\_\_  
Fixed Asset # \_\_\_\_\_ ; State Where Site Located: IN \_\_\_\_\_  
AT&T Legal Department-Network  
New Cingular Wireless PCS, LLC Attn: Network Counsel  
208 South Akard Street  
Dallas, Texas, 75202-4206

or to such other address as either the City or AT&T may designate as its new address for such

purpose by notice given to the other party in accordance with the provisions of this Section at least ten (10) Days prior to the effective date of such change. Any notice under this Section shall be deemed to have been given: (a) two (2) Days after the date when it is mailed, if sent by first-class or certified mail, return receipt requested, postage prepaid; (b) one (1) Day after the date it is made, if sent by commercial overnight courier; or (c) upon the date personal delivery is made.

## **11.0 COMPLIANCE WITH LAWS**

Both parties shall comply with all applicable Laws in the performance of this Agreement. This Agreement may be modified as appropriate to comply with any applicable statute or final, non-appealable, and binding decision or rule to the extent necessary to comply with such statute, decision or rule, and the parties shall enter into good faith negotiations regarding such modifications.

All Approved Small Cell Facilities installed pursuant to this Agreement shall be constructed to comply with all applicable lawful federal, state, and local construction requirements.

## **12.0 ASSIGNMENT**

Except as otherwise provided in this Agreement, neither party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity without the written consent of the other party. Notwithstanding the foregoing, the Provider may assign its rights and obligations to an affiliate without consent upon thirty (30) Days' notice. Affiliate for purposes of this provision is any entity that controls, is controlled by, or is under common control with the Provider.

## **13.0 MISCELLANEOUS**

13.1 Amendments. Neither this Agreement nor any of its terms or provisions may be changed, waived, or discharged, except by a written instrument signed by both of the parties.

13.2 Interpretation of Agreement. This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters it concerns, and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

13.3 Severability. If any provision of this Agreement or its application to any Person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to Persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each other provision of this Agreement shall continue to be valid and be enforceable to the fullest extent permitted by

Law.

13.4 Governing Law & Venue. This Agreement shall be construed and enforced in accordance with the Laws of the State of Indiana. Any dispute regarding the terms of this Agreement shall be heard by a court of competent jurisdiction in Monroe County, Indiana. This Agreement shall not limit, waive, substitute or replace any right of the Provider under the Laws of the State of Indiana.

13.5 Entire Agreement. This instrument contains the entire agreement between the parties regarding the subject matter hereof and supersedes all prior written or oral negotiations, discussions, understandings, and agreements. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Agreement) may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.

13.6 Time of Essence. Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified.

13.7 Cumulative Remedies. All rights and remedies of either party set forth in this Agreement shall be cumulative, except as the Agreement may otherwise provide.

13.8 Relationship of Parties. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any third party, unless otherwise expressly provided.

13.9 Non-Waiver. Unless, and only to the extent, specifically stated in this Agreement, nothing in this Agreement is intended or shall be interpreted to waive, limit, or abridge any rights the Provider has under state or federal Laws by virtue of its status as a federally licensed wireless services provider, or otherwise, with respect to the installation and operation of Approved Small Cell Facilities within or outside of the Public Rights-of-Way or other Municipally-owned property interests. If, after the Effective Date, there is: (i) a change in Law that changes the nature or extent of the obligations that the Municipality may require from or impose upon a party attaching to Municipal Structures; or (ii) a change in Law or an agreement between the Municipality and another wireless service provider that contains more favorable provisions for the approval of Small Cell Facilities such that the terms of this Agreement place the Provider at a material competitive disadvantage to other wireless service providers, the Municipality agrees that, notwithstanding any other provision of law or this Agreement, then upon the Provider's written notice, the Provider and the Municipality shall, within thirty (30) Days of the Municipality's receipt of such notice, commence negotiations to modify this Agreement to conform to such change in Law or such other agreement.

13.10 Agreement Not Confidential. The Provider acknowledges that the Municipality will not treat this Agreement as confidential information. Use by the public of any document or the information contained therein shall not be considered an act of the Municipality.

13.11 Minority, Women, Veterans and Disability Owned Business Enterprise Participation. To the extent the Provider uses subcontractors or other agents in the performance



of services under this Agreement, the Provider shall demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the Municipality's Department of Minority & Women Business Development.

13.12 Necessary Documentation. To the extent lawfully required, the Provider certifies that it will furnish the Municipality, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the Laws of the Municipality, the County of Monroe, other units of local government, the State of Indiana, and the United States. The Provider further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of the Provider to comply with this Section shall constitute a material breach of this Agreement.

13.13 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, and to the extent applicable to this Agreement, if funds for the continued fulfillment of this Agreement by the Municipality are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Municipality shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. The Municipality agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

13.14 Non-discrimination. The Provider, its authorized designee and their officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, conditions, or privileges of employment, or any manner directly or indirectly related to employment because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

13.15 Conflict of Interest. For purposes of compliance with I.C. § 36-1-21, the Provider certifies that it is a publicly held corporation, and it is impossible to determine that the Mayor of the CITY OF BLOOMINGTON, Indiana, or a member of the Bloomington Common Council of Bloomington, Indiana, have any ownership interest in the Provider's stock. The Provider represents that the Provider is not aware of any material conflict of interest.

13.16 Debarment and Suspension.

13.16.1 To the extent applicable to this Agreement, the Provider certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency, or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner,

partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Provider.

13.16.2 The Provider certifies, by entering into this Agreement, that it does not engage in investment activities as more particularly described in LC. § 5-22-16.5.

13.16.3 The Provider shall provide immediate written notice to the Municipality if, at any time after entering into this Agreement, the Provider learns that its certifications were erroneous when submitted, or the Provider is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to I.C. § 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

13.16.4 The Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency, or political subdivision of the State of Indiana.

13.17 Compliance with E-Verify Program. Pursuant to I.C. § 22 5-1.7, the Provider shall enroll in and verify the work eligibility status of all newly hired employees of the Provider through the E-Verify Program (“Program”). The Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

13.17.1 The Provider and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that the Provider or its subcontractor subsequently learns is an unauthorized alien. If the Provider violates this Section, the Municipality shall require the Provider to remedy the violation not later than thirty (30) Days after the Municipality notifies the Provider. If the Provider fails to remedy the violation within the thirty (30) Day period, the Municipality shall terminate the contract for breach of contract.

If the Municipality terminates the contract, the Provider shall, in addition to any other contractual remedies, be liable to the Municipality for actual damages. There is a rebuttable presumption that the Provider did not knowingly employ an unauthorized alien if the Provider verified the work eligibility status of the employee through the Program.

13.17.2 If the Provider employs or contracts with an unauthorized alien but the Municipality determines that terminating the contract would be detrimental to the public interest or public property, the Municipality may allow the contract to remain in effect until the Municipality procures a new contractor.

13.17.3 The Provider shall, prior to performing any work, require each subcontractor to certify to the Provider that the subcontractor does not knowingly employ

or contract with an unauthorized alien and has enrolled in the Program. The Provider shall maintain on file a certification from each subcontractor throughout the duration of the Project. If the Provider determines that a subcontractor is in violation of this Section, the Provider may terminate its contract with the subcontractor for such violation.

Pursuant to I.C. § 22-5-1.7, a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming the Provider's enrollment in the Program, unless the Program no longer exists, shall be filed with the Municipality prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the Municipality.

13.18 Post-Employment Restrictions. To the extent applicable to this Agreement, the Provider certifies to the Municipality that no employee, contract employee, or sub-contractor of the Provider:

13.18.1 Participated in any way in the solicitation, negotiation, or awarding of this Agreement while previously employed by an agency of the Municipality for a period of one (1) year prior to the execution of this Agreement;

13.18.2 For a period of one (1) year after such employee ceased supervising the administration or performance of this Agreement on behalf of an agency of the Municipality, shall perform any functions on behalf of Contractor under this Agreement with respect to the Municipality, unless the employee's former agency has consented to the employee's performance for Contractor in writing;

13.18.3 Is currently an official or deputy of, or has appointing authority to, any agency of the Municipality; and

13.18.4 Was previously employed by the Municipality within one (1) year of this Agreement and currently has the performance of lobbying activity related to an agency or an official as a responsibility of his or her employment or contractual relationship with Contractor.

Violation of this certification shall constitute a material breach of this Agreement and, upon such a violation, the Municipality may terminate this Agreement. In addition, upon a violation of this certification, the Municipality shall report such violation to the Office of the Corporation Counsel who may, at her or his discretion, debar the Provider from eligibility for future Municipal purchasing, bids, contracts, or projects.

13.19 Dispute Resolution.

13.19.1 Good Faith Participation. Prior to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through the upper management escalation and non-binding mediation processes set forth herein. Good faith participation in these processes shall be a condition precedent to any litigation. All negotiations pursuant to this Article shall be confidential

and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state's rules of evidence.

13.19.2 Upper Management Escalation and Mediation. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. The dispute shall be escalated to upper management and, thereafter, representatives of both Parties with authority to settle the dispute shall meet at a mutually acceptable time and place within fourteen (14) Business Days after receipt of such notice, and thereafter as often as reasonably deemed necessary, to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) Business Days of receipt of the disputing Party's notice, or if the Parties fail to meet within fourteen (14) Business Days, either Party may initiate mediation. Such mediation shall take place at a mutually agreeable location. In the event that such dispute is not resolved within ninety (90) Calendar Days following the first day of mediation, either Party may initiate litigation.

13.19.3 The parties regard the aforesaid obligation to escalate to upper management and mediate as an essential and material provision of this Agreement and one that is legally binding upon them. In case of a violation of such obligation by either Party, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

[SEE NEXT PAGE FOR SIGNATURES]

**IN WITNESS WHEREOF**, the parties hereto have caused this License Attachment Agreement to be duly executed as of the Effective Date.

**THE CITY OF BLOOMINGTON**

**Board of Public Works**

By: \_\_\_\_\_  
Printed: Kyla Cox Deckard  
Title: President

By: \_\_\_\_\_  
Printed: Beth H. Hollingsworth  
Title: Vice President

By: \_\_\_\_\_  
Printed: Dana Palazzo  
Title: Secretary

By: \_\_\_\_\_  
Printed: Philippa M. Guthrie  
Title: Corporation Counsel

**NEW CINGULAR WIRELESS PCS, LLC**

\_\_\_\_\_

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A**

### **I. APPLICATION FOR PERMIT**

A. Application for Permit. Before placing any new or additional Small Cell Facility onto any Structure, the Provider shall apply for a permit from the Municipality. The Provider shall apply for the permit using the Municipality's Application for Permit ("Permit"), which the Municipality may revise or amend from time to time in its reasonable discretion. Each application for Permit may be consolidated and used to cover multiple Structures that are located within the Municipality's jurisdiction and constitute a single small cell network. The Municipality shall review an application for Permit within ten (10) Business Days of its receipt to determine if such application is complete. If the Municipality determines that an application is not complete, the Municipality shall notify the Provider in writing of all defects in the application for Permit. If the Municipality does not notify the Provider in writing of all defects in the application of Permit, the application will be considered complete, and the Permit issued. The Provider may cure the defects set forth in the notice and resubmit the corrected application for Permit to the Municipality within fifteen (15) Days of receiving the notice. If the Provider is unable to cure the defects within the fifteen (15) Day period, the Provider shall notify the Municipality of the additional time the Provider requires to cure the defects. Within forty-five (45) Days after making an initial determination of completeness, the Municipality shall review the application for Permit to determine its conformity with applicable building requirements and notify the Provider whether the application for Permit is approved or denied; provided, however, if the Provider required additional time to cure defects in the application for Permit, the forty-five (45) Day period is extended for a corresponding amount of time. The Municipality may change an application fee in an amount which is the lesser of: (i) the amount charged by the Municipality for an application for a building permit for any similar type of commercial construction, activity or land use development within the Municipality's jurisdiction; or (ii) \$100 per structure included in the application.

B. Technical Review. The Municipality will promptly undertake all administrative activities necessary to approve or deny the Provider's Permit application. Such activities include, but are not limited to, assigning a Permit number, logging the Permit into the tracking system, approving any Make-Ready Work associated with the Permit, informing other attachers of the Provider's intent to attach, approving the Permit, field work (inspecting the location, taking required measurements at the location, setting up joint meetings with other attachers if necessary, and inspecting the work). The Municipality shall recover the costs associated with this Technical Review solely through the Application Fee.

C. Map and List of Small Cell Facilities. The Provider shall maintain, in a form reasonably acceptable to the Municipality, a current map and list of the location of all of the Provider's Small Cell Facilities.

## II. PREPARATION OF STRUCTURES FOR ATTACHMENT

### A. Make-Ready Costs.

(1) Upon the Municipality's approval of the Provider's Permit application, the Provider shall perform all work ("Make-Ready Work") at its cost to prepare the Structure(s) for attachment by the Provider ("Make-Ready Costs"), unless the Municipality's approval of the Permit expressly states that the Municipality will undertake and perform the Make-Ready Work. The Provider will provide the Municipality with a written estimate ("Make-Ready Cost Estimate") of the direct costs and propose Make-Ready Work Plan to prepare the Structure(s) for attachment by the Provider within thirty (30) Days of the Provider's receipt of a complete application for a Permit in accordance with Section I. The Municipality shall have sixty (60) Days from the receipt of the Make-Ready Cost Estimate and proposed Make-Ready Work Plan to accept the terms set forth therein or provide any changes to, the Provider, proposed Make-Ready Work Plan. The Municipality will not begin Make-Ready Work until it has received the Provider's signed approval of the Make-Ready Cost Estimate and Make-Ready Work Plan and full payment thereof ("Approved Make-Ready Cost Estimate").

(2) In the event the Municipality determines, based upon technical grounds, that inadequate space exists on its Structure(s) to accommodate any proposed Small Cell Facility, such Structure(s) may be replaced by the Municipality, at the Provider's sole expense, with Structure(s) with adequate space to accommodate the proposed Small Cell Facility; provided, however, that nothing in this Agreement shall obligate the Municipality to replace any Structure for the sole purpose of accommodating any Small Cell Facility.

(3) If a Person, other than the Municipality, would have to rearrange or adjust any of its facilities in order to accommodate a new Small Cell Facility, the Municipality shall use reasonable efforts, at the Provider's sole expense, to coordinate such activity. The Provider shall, however, be responsible for directly paying such other Person for its charges for the same. The Small Cell Facility shall be conditioned on the completion of all Make-Ready Work needed to establish full compliance with all Laws, and with the Municipality's practices and engineering standards; provided, however, that the Provider shall not be responsible for any third-party costs necessary to correct third party or the Municipality's attachments that are non-compliant at the time of the Provider's Application. If the Provider is requested by another Person, in comparable circumstances, to relocate or adjust any Small Cell Facility to accommodate that Person's facilities, subject to the Municipality's written approval of such relocation, the Provider shall reasonably cooperate with such request and charge no more than the Municipality would be permitted to charge for the relocation of its facilities on the applicable Structure.

B. Completion of Make-Ready Work. The Municipality will complete all Make-Ready Work it has determined to undertake and perform pursuant to Section II(A)(1) above, within sixty (60) Days after receiving the Approved Make-Ready Cost Estimate and payment thereof, subject to circumstances beyond the control of the Municipality which would delay the Make-Ready Work.



C. Make-Ready Cost Reconciliation. If the actual and reasonable costs incurred by the Municipality in a Make-Ready effort exceed the pre-paid Make-Ready Cost Estimate, the Provider shall pay the Municipality the shortfall amount of such costs within sixty (60) Days of receipt of the invoice. If such Make-Ready Costs were less than the pre-paid Make-Ready Estimate, the Municipality will refund the excess Make-Ready Payment to the Provider within sixty (60) Days following completion of the make-ready work. No interest shall accrue on any excess Make-Ready Payment credit balance or be due on any shortfall.

D. Notification of Completion of Installation. Within twenty (20) Business Days of completing the installation of each Small Cell Facility, the Provider shall notify the Municipality in writing of such completion.



## Board of Public Works Staff Report

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**Project/Event:** Change Orders #4 and #5 for 2<sup>nd</sup> Street/College Avenue & 3<sup>rd</sup> Street/Woodcrest Drive Traffic Signal Replacements

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

**Staff Representative:** Matt Smethurst

**Meeting Date:** October 30, 2018

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Change Orders #4 and #5 consist of claims for additional work performed and material changes that were not part of the original contract.

There were two claims submitted by the contractor for additional work performed and material changes totaling \$3,205.19. The claims are for street patch material changes and the replacement of an ADA ramp.

The original contract amount for the project was \$790,498.31. Change Orders #4 and #5 would result in an increase to the contract of \$3,205.19. The new contract sum including these change orders would be \$801,593.87.

This project is locally funded.

Staff has reviewed the proposed change orders and recommends approval of Change Orders #4 and #5 for the 2<sup>nd</sup> Street/College Avenue & 3<sup>rd</sup> Street/Woodcrest Drive Traffic Signal Replacements.

**Recommend**   ☒ **Approval**   ☐ **Denial by**   **Matt Smethurst**

## **From Michael Baker International-**

### **Change Order #4 Explanation**

The original Change Order 4 was set up to add Contract Line (Item) Numbers 0131 (1500376 3rd-Woodscrest)) & 0132 (1500381 2nd - College) for PCCP PATCHING FULL DEPTH. The Line Items were to be used instead of Contract Line (Item) Number 0027 (1500376 & 1500381) HMA PATCHING, TYPE C. These were set up incorrectly. At the time of the change order, the quantities needed were unknown, but the PES was trying to get the funding ahead of the work being performed. In doing so, the total monetary amount originally assigned to Contract Line (Item) Number 0027 was assigned to Contract Line (Item) Number 0131, though with this logic, part of the funding should have been assigned to Contract Line (Item) Number 0132. In addition, the original change order did not equally reduce the quantities of HMA PATCHING, TYPE C, to offset the funding for PCCP PATCHING FULL DEPTH. This series of events created a funding increase to the project of \$17,400.02, when the actual change order should have been written to provide as close to a Zero Dollar Change Order as possible.

The second version of Change Order 4 was intended to accurately represent the quantities needed for PCCP PATCHING FULL DEPTH, and should have adjusted the HMA PATCHING TYPE C the same amount. The transfer of money was once again incorrectly set up as a new Contract Line (Item) Numbers 0133 (1500376) and 0134 (1500381) and should have instead taken money from Contract Line (Item) Number 0027 (1500376 & 1500381). In addition, the total deduction set up with Contract Line (Item) Numbers 0133 and 0134 should have only totaled the amount needed to transfer which was less than \$12,000, not \$17,400 and \$1,800 combined. What made the accounting worse, is that when SM assigns a Contract Line (Item) Number, the system requires the next number in sequence to be used next. At this time, 0132 had not been deleted and with 0133 and 0134 being used incorrectly, SM forced the use of 0135. Not that it would have been totally correct, but 0132 should have been used instead of 0135. Once again, this series of events now created a \$-7916.22 change order, which would take money out of the contract. This should have been as close to a Zero Dollar Change Order as possible.

The PM noticed the negative change order, and after review noticed all of the other accounting issues. As explained above, Contract Line (Item) Numbers 0133 and 0134 should not have been set up in the first place due to Contract Line (Item) Number 0027 already existing and having the project funding assigned. The corresponding amounts needing to be deducted from HMA PATCHING, TYPE C were then deducted from Contract Line (Item) Number 0027 instead of the created Contract Line (Item) Numbers 0133 & 0134. After balancing the needed transfer amounts and applying them to the correct Contract Line (Item) Numbers, the result is as close to a Zero Dollar Change Order as possible due to SM constraints.

**INDIANA Department of Transportation****Construction Change Order and Time Extension Summary****Contract Information**

Contract No.: T -38340	Letting Date:04/05/2017
District:SEYMOUR DISTRICT	AE:Wren, Rachel
PE/S:Greene, Shawn	Status:Pending

**Change Order Information**

Change Order No.: 004	EWA: Y or Force Acct: N
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Date Generated: 11/14/2017

Date Approved: 00/00/0000

Reason Code: CHANGED COND, Constructability Related

Description: Patch Material Change- Change to Bloomington Std

Original Contract Amount	\$ 790,498.31	
Current Change Order Amount	\$ -0.13	Percent: 0.000 %
Total Previous Approved Changes	\$ 7,890.37	Percent: 0.998 %
Total Change To-Date	\$ 7,890.24	Percent: 0.998 %
Modified Contract Amount	\$ 798,388.55	

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ DDCM:\_\_\_\_\_

SS Days\_\_\_\_\_ SP Days Value \$ \_\_\_\_\_

Revised Contract Time

SS Completion Date 11/23/2017 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

**INDIANA Department of Transportation**  
**Construction Change Order and Time Extension Summary**

**Review and Approval Information**

Required Approval Authority AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ \* DDCM:\_\_\_\_\_ \*  
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K - ) ( -- LE \$ 2 M -- ) ( -- GT \$ 2 M -- )  
(Days per Contract) ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)

Verbal Approval Required? Y / N If Y, by\_\_\_\_\_ Date Issued\_\_\_\_\_

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager\_\_\_\_\_

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
Required?

Date to PM\_\_\_\_\_ Date Returned\_\_\_\_\_

Approval Authority Concurs with PM? Y / N If Y, Concurrence by\_\_\_\_\_ Date\_\_\_\_\_

If N,Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Resolved by\_\_\_\_\_ Date\_\_\_\_\_

LPA Signatures Required? Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FHWA Signatures Required? Y / N If Y, Date to FHWA\_\_\_\_\_ Date Returned\_\_\_\_\_

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

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

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

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Contract No:T -38340

INDIANA

Date:04/10/2018

Change Order No:004

Department of Transportation

Page: 3

Contract: T -38340  
 Project: 1500376 - 1500381 - State:150037600LC5  
 Change Order Nbr: 004  
 Change Order Description: Patch Material Change- Change to Bloomington Std  
 Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change	
0027	1500376	0021	304-07491	TON	300.000	-32.011	C	Amount:\$	-9,603.30
<b>Item Description:</b> HMA PATCHING, TYPE C									
Supplemental Description1:									
Supplemental Description2:									
0027	1500381	0013	304-07491	TON	300.000	-5.602	C	Amount:\$	-1,680.60
<b>Item Description:</b> HMA PATCHING, TYPE C									
Supplemental Description1:									
Supplemental Description2:									
0131	1500376	0097	506-06333	SYS	107.250	89.540	C	Amount:\$	9,603.16
<b>Item Description:</b> PCCP PATCHING FULL DEPTH									
Supplemental Description1: pavement patch using conc. instead of HMA									
Supplemental Description2: hma patching, type C will not be used									
0135	1500381	0098	506-06333	SYS	107.250	15.670	C	Amount:\$	1,680.60
<b>Item Description:</b> PCCP PATCHING FULL DEPTH									
Supplemental Description1: concrete patching instead of HMA Patching									
Supplemental Description2:									

Total Value for Change Order 004 = \$ -0.12

**Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.**

General or Standard Change Order Explanation

Impact - On October 16, 2017 Garrett Gough of E and B paving requested a change from the planned paving detail at both project intersection. Garrett requested the 2 feet wide patching area in front of the curb and gutters be patched with concrete and 1.5 inches of HMA surface. The intent is to avoid compaction issues typically encountered with a full depth HMA patch in a small area, which is due to lack of access of the required equipment. The contractor provided a typical detail, previously accepted by the City of Bloomington, and requested for it to be used as an alternative to the project plans and specifications.

General or Standard Change Order Explanation

Entitlement - The request was forwarded to the City PM, Design Engineer, INDOT PM, INDOT AE for review and approval on October 18, 2017. All were in favor and expressed no objection to the change as suggested.

General or Standard Change Order Explanation

Cost - A portion of the money originally set up in the contract for HMA PATCHING TYPE C (CLN 0027) will be transferred to PCCP PATCHING FULL DEPTH (CLN 0131 and 0135) This was not able to be a zero dollar change order due to differences between unit costs and conversions between square yards and tons. Cost breakdown for unit price has been reviewed and is acceptable.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

#### Change Order Explanation for Specific Line Item

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It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contract No:T -38340  
Change Order No:004

INDIANA  
Department of Transportation

Date:04/10/2018  
Page: 4

Contractor:\_\_\_\_\_

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

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

\*\*\*\*\*

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

Contract No:T -38340  
Change Order No:004

INDIANA  
Department of Transportation

Date:04/10/2018  
Page: 5

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APPROVED FOR LOCAL PUBLIC AGENCY

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(SIGNATURE)

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(TITLE)

\_\_\_\_\_  
(DATE)

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SUBMITTED FOR CONSIDERATION

PE/S \_\_\_\_\_

\*\*\*\*\*  
APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Greene, Shawn	00/00/0000	Action Pending



## From Michael Baker International-

### Change Order #5 Explanation

This change order was originally set up to increase needed quantities to the following line items:

CLN	PCN	Item Description
0015	1500381	SIDEWALK CONCRETE, REMOVE
0039	1500381	CURB RAMP, CONCRETE
0086	1500381	SIGNAL PEDESTAL FOUNDATION, A
0088	1500381	SIGNAL POLE, PEDESTAL, 12FT
0104	1500381	PEDESTRIAN PUSH BUTTON, APS
0108	1500381	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA

Change Order #8 was originally set up to create the following line items:

CLN	PCN	Item Description
0137	1500381	CURB RAMP CONCRETE original non-compliant curb ramp removed non-participating
0138	1500381	SIDEWALK CONCRETE REMOVE original removal of sidewalk non-participating

Once it was noticed that Change Order #5 was not needed, due to INDOT Specifications, it was determined to use Change Order #5 for Change Order #8 items. This was done to follow specifications, as well as to not have a gap in the change order number sequence.

The increase in the amount needed for Line Items 0137 and 0138 is due to two reasons. First, the original quantities assigned were based on measurements performed prior to the actual work. Once the work was performed, measurements were taken again, and the difference was realized. Second, while checking the FCR, errors were found in the actual calculations. This is not uncommon from time to time when checking an FCR. Rather than leaving the prior quantities lower than actual, and then overrunning, it was determined to adjust the quantities of the change order to accurately reflect the quantities used.

**INDIANA Department of Transportation**  
**Construction Change Order and Time Extension Summary**

**Contract Information**

Contract No.: T -38340	Letting Date:04/05/2017
District:SEYMOUR DISTRICT	AE:Wren, Rachel
PE/S:Greene, Shawn	Status:Draft

**Change Order Information**

Change Order No.: 005	EWA: Y or Force Acct: N
Date Generated: 11/14/2017	Date Approved: 00/00/0000
Reason Code: CHANGED COND, Constructability Related	
Description: REMOVAL OF NON ADA COMPLIANT RAMP	

Original Contract Amount	\$ 790,498.31	
Current Change Order Amount	\$ 3,205.32	Percent: 0.406 %
Total Previous Approved Changes	\$ 7,890.37	Percent: 0.998 %
Total Change To-Date	\$ 11,095.69	Percent: 1.404 %
Modified Contract Amount	\$ 801,594.00	

**Time Extension Information**

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

**Time Element Description:**

Current Time Extension	SS Days 0 SP Days 0	SP Days Value \$ 0.00
Previous Time Approved	SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____	
	SS Days_____	SP Days Value \$ _____
Revised Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0	
	SS Date 00/00/0000 or SP Days 0	

**INDIANA Department of Transportation**  
**Construction Change Order and Time Extension Summary**

**Review and Approval Information**

Required Approval Authority AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ \* DDCM:\_\_\_\_\_ \*  
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K - ) ( -- LE \$ 2 M -- ) ( -- GT \$ 2 M -- )  
(Days per Contract) ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)

Verbal Approval Required? Y / N If Y, by \_\_\_\_\_ Date Issued \_\_\_\_\_

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager \_\_\_\_\_

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
Required?

Date to PM \_\_\_\_\_ Date Returned \_\_\_\_\_

Approval Authority Concurs with PM? Y / N If Y, Concurrence by \_\_\_\_\_ Date \_\_\_\_\_

If N,Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

Resolved by \_\_\_\_\_ Date \_\_\_\_\_

LPA Signatures Required? Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FHWA Signatures Required? Y / N If Y, Date to FHWA \_\_\_\_\_ Date Returned \_\_\_\_\_

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

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

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

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

Contract No:T -38340

INDIANA

Date:07/23/2018

Change Order No:005

Department of Transportation

Page: 3

Contract: T -38340  
 Project: 1500381 - State:150037600LC5  
 Change Order Nbr: 005  
 Change Order Description: REMOVAL OF NON ADA COMPLIANT RAMP  
 Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0137	1500381	0100	604-08086	SYS	160.000	13.180	C	Amount:\$ 2,108.80
Item Description: CURB RAMP CONCRETE								
Supplemental Description1: non participating								
Supplemental Description2:								
0138	1500381	0101	202-52710	SYS	13.500	13.390	C	Amount:\$ 180.76
Item Description: SIDEWALK CONCRETE REMOVE								
Supplemental Description1: non participating								
Supplemental Description2:								
0139	1500381	0102	604-12083	SYS	275.000	3.330	C	Amount:\$ 915.75
Item Description: DETECTABLE WARNING SURFACES								
Supplemental Description1: non participating								
Supplemental Description2:								

Total Value for Change Order 005 = \$ 3,205.31

**Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.**

General or Standard Change Order Explanation

Impact - This Change Order is to set up additional line items for SIDEWALK CONCRETE REMOVE and CURB RAMP CONCRETE, which have been determined to be Non Participating. The original work was approved by the City of Bloomingtons PM , Matt Smethurst, and later determined to not meet specifications. During Pre-Final Inspection, it was noticed that the installed ramp was not oriented in the way to direct pedestrians towards crosswalk. These items are to remove and make corrections at NE quad to satisfy ADA Requirements

General or Standard Change Order Explanation

Entitlement - On January 16, 2018 Rachel Wren (INDOT Area Engineer informed Shawn Greene that original curb ramp work would not have Federal Participation, due to not meeting specifications. Therefore, Additional line items would need to be set for payment of original work

General or Standard Change Order Explanation

Cost - The Unit Costs required for this work already exist in the contract.

General or Standard Change Order Explanation

#### Change Order Explanation for Specific Line Item

\*\*\*\*\*

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor:\_\_\_\_\_

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

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

\*\*\*\*\*

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

Contract No:T -38340  
Change Order No:005

INDIANA  
Department of Transportation

Date:07/23/2018  
Page: 4

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APPROVED FOR LOCAL PUBLIC AGENCY

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(TITLE)

\_\_\_\_\_  
(DATE)

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SUBMITTED FOR CONSIDERATION

PE/S \_\_\_\_\_

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APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
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## Board of Public Works Staff Report

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**Project/Event:** Request to extend use of public right-of-way for placement of dumpster and storage structure for construction at 425 E. Kirkwood

**Staff Representative:** Liz Carter

**Petitioner/Representative:** RenCon Services, Inc.

**Date:** October 30, 2018

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**Report:** RenCon has been contracted to remodel the property at 425 E. Kirkwood Avenue. In order to work on the property, RenCon requires a dumpster and a small storage facility which would need to be kept in the right-of-way due to space limitations. The petitioner was approved to use two metered parking spaces along Dunn Street from September 5<sup>th</sup> through October 26<sup>th</sup>. However, the petitioner is requesting an extension which would run through November 16<sup>th</sup>.

**Recommendation and Supporting Justification:** Staff recommends approval of this request.

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



**City of Bloomington**  
**Planning and Transportation Department**

**Contractor/Construction Parking Permit Application**

In accordance with Bloomington Municipal Code § 15.32.180, upon approval of application, the permit shall allow for parking temporarily on a street to any person who, in the ordinary course of trade or business, is engaged in the construction, reconstruction, remodeling, servicing, maintenance or repair of buildings or other structures. A separate permit shall be required for each parking space needed for any vehicle, equipment, or staging.

**The cost for a Contractor/Construction Parking Permit ("Permit") shall be the hourly parking rate per vehicle parking space per hour of reservation. An additional \$5.00 administrative fee shall be levied upon approval of the application and the issuance of the Permit(s) per Bloomington Municipal Code § 15.32.180(e).**

**BUSINESS INFORMATION**

Business Name: <u>Ren Con</u>	Contact Person: <u>Lance Stephenson</u>
Address: <u>8504 S. State Road 9</u>	
City: <u>Pendleton</u>	State: <u>W</u> Zip Code: <u>46064</u>
Phone: <u>765-425-8978</u>	Email: <u>lancestephenson@renconservices.com</u>
Number of Spaces Requested: <u>2</u>	
Nature of Request: <u>Construction at 425 E. Kirkwood</u>	
Block & Street Address: <u>Dunn &amp; Kirkwood</u>	
Meter Number(s) Requested: (Please attached additional pages if needed) <u>DUNN 100-A</u> <u>DUNN 100-B</u>	Date(s) & Time(s) Needed: <u>November 1<sup>st</sup> - 16<sup>th</sup></u> <u>All Day</u>

## DECLARATION

I declare, under penalty for perjury, that the above information is true and correct. I understand that if this information is found to be fraudulent, the Permit issued in association with this statement shall be revoked. I further declare, under penalty for perjury, that any Permit issued as a result of this application shall only be used during the approved time frame.

*Lance T. Stephenson*

Signature of Applicant

**10/23/18**

Date

**All Permit applications for requests which are less than 14 days must be submitted at least 3 business days in advance of the requested start date.**

**The Board of Public Works will review this application and render a decision at the next available Board Meeting from the date the application is filed for all permit application requests which are 14 days or longer.**

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### *Planning & Transportation Staff Use*

Reviewed by:	Date Reviewed:	Resolution Number:
Application is: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		

### *Controller's Office Staff Use*

Administrative Fee	\$5.00
Cost of Meters	
Total Due	





# Board of Public Works Claim Register

Invoice Date Range 10/22/18 - 11/02/18

Vendor	Invoice No.	Invoice Description	Status	Invoice Date	Due Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>							
Department 01 - Animal Shelter							
Program 010000 - Main							
Account 43430 - Animal Adoption Fees							
Joelle C. Skender	REFUND-SKENDER	01-refund adoption fee-canine	Paid by Check # 68651	10/23/2018	10/23/2018	11/02/2018	40.00
Gracie Zertuche	REFUND-ZERTUCHE	01-refund adoption fee	Paid by Check # 68653	10/23/2018	10/23/2018	11/02/2018	40.00
Account 43430 - Animal Adoption Fees Totals						2	\$80.00
Account 43442 - Equipment Deposits							
Susan Kobierowski	REFUND-KOBIEROWS	01-refund trap deposit	Paid by Check # 68649	10/23/2018	10/23/2018	11/02/2018	40.00
Account 43442 - Equipment Deposits Totals						1	\$40.00
Account 52110 - Office Supplies							
6530 - Office Depot, INC	202597027001	01-markers	Paid by EFT # 25899	10/23/2018	10/23/2018	11/02/2018	20.49
Account 52110 - Office Supplies Totals						1	\$20.49
Account 52210 - Institutional Supplies							
4045 - Datamars, INC	540174	01-microchips-400-10/09/18	Paid by EFT # 25800	10/23/2018	10/23/2018	11/02/2018	2,471.30
313 - Fastenal Company	INBLM208295	01-sheet roll towels-9/26/18	Paid by EFT # 25815	10/23/2018	10/23/2018	11/02/2018	70.62
3929 - IDEXX Laboratories, INC	3036260059	01-diagnostics-9/4/18	Paid by EFT # 25846	10/23/2018	10/23/2018	11/02/2018	42.46
3929 - IDEXX Laboratories, INC	3037015784	01-test reader refund-9/21/18	Paid by EFT # 25846	10/23/2018	10/23/2018	11/02/2018	(34.44)
3929 - IDEXX Laboratories, INC	3036913309	01-F/F & HTW diagnostics-9/19/18	Paid by EFT # 25846	10/23/2018	10/23/2018	11/02/2018	1,780.19
3929 - IDEXX Laboratories, INC	3037209398	01-Parvo diagnostics-9/26/18	Paid by EFT # 25846	10/23/2018	10/23/2018	11/02/2018	189.00
4574 - John Deere Financial (Rural King)	C00070	01-litter-15 40lb bags pellet bedding-10/5/18	Paid by Check # 68630	10/23/2018	10/23/2018	11/02/2018	67.35
4574 - John Deere Financial (Rural King)	L64026	01-litter-15 40lb bags pellet bed./3V lithium	Paid by Check # 68630	10/23/2018	10/23/2018	11/02/2018	72.34
4574 - John Deere Financial (Rural King)	B75887	01-batteries-6V lithium pack-9/11/18	Paid by Check # 68630	10/23/2018	10/23/2018	11/02/2018	5.99
4574 - John Deere Financial (Rural King)	B76837	01-product return-3V lithium 2 pack batteries-	Paid by Check # 68630	10/23/2018	10/23/2018	11/02/2018	(4.99)
4574 - John Deere Financial (Rural King)	B77525	01-litter-15 40lb bags pellet bedding-9/13/18	Paid by Check # 68630	10/23/2018	10/23/2018	11/02/2018	67.35
4574 - John Deere Financial (Rural King)	B79575	01-bleach-24 1 gallon containers-9/15/18	Paid by Check # 68630	10/23/2018	10/23/2018	11/02/2018	28.56



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4574 - John Deere Financial (Rural King)	B82977	01-litter-15 40lb bags pellet bedding-9/18/18	Paid by Check # 10/23/2018 68630	10/23/2018	10/23/2018	11/02/2018	67.35
4574 - John Deere Financial (Rural King)	B85566	01-litter-15 40lb bags pellet bedding-9/21/18	Paid by Check # 10/23/2018 68630	10/23/2018	10/23/2018	11/02/2018	67.35
4574 - John Deere Financial (Rural King)	B91022	01-litter-15 40lb bags pellet bedding-9/26/18	Paid by Check # 10/23/2018 68630	10/23/2018	10/23/2018	11/02/2018	67.35
4574 - John Deere Financial (Rural King)	B97358	01-litter-15 40lb bags pellet bedding-10/2/18	Paid by Check # 10/23/2018 68630	10/23/2018	10/23/2018	11/02/2018	89.85
4574 - John Deere Financial (Rural King)	B77607	01-product return-gate round wire 4FT-9/13/18	Paid by Check # 10/23/2018 68630	10/23/2018	10/23/2018	11/02/2018	(89.99)
4549 - Kroger Limited Partnership I	331760	01-rabbit food-romaine lettuce, parsley-10/12/18	Paid by Check # 10/23/2018 68631	10/23/2018	10/23/2018	11/02/2018	23.72
4549 - Kroger Limited Partnership I	019650	01-rabbit food-romaine lettuce, parsley-9/17/18	Paid by Check # 10/23/2018 68631	10/23/2018	10/23/2018	11/02/2018	10.66
4549 - Kroger Limited Partnership I	127747	01-rabbit food/med- parsley, romaine lettuce,	Paid by Check # 10/23/2018 68631	10/23/2018	10/23/2018	11/02/2018	18.52
4549 - Kroger Limited Partnership I	159263	01-rabbit food-romaine lettuce, parsley-9/26/18	Paid by Check # 10/23/2018 68631	10/23/2018	10/23/2018	11/02/2018	5.23
4549 - Kroger Limited Partnership I	229194	01-rabbit food-romaine lettuce, parsley-10/4/18	Paid by Check # 10/23/2018 68631	10/23/2018	10/23/2018	11/02/2018	13.94
4633 - Midwest Veterinary Supply, INC	9771769-050	01-vinyl exam gloves- Large, rabbit food-	Paid by EFT # 10/23/2018 25882	10/23/2018	10/23/2018	11/02/2018	129.48
4633 - Midwest Veterinary Supply, INC	9716089-001	01-cat recovery collar- 10/5/18	Paid by EFT # 10/23/2018 25882	10/23/2018	10/23/2018	11/02/2018	38.04
4633 - Midwest Veterinary Supply, INC	9777502-050	01-antibiotics-10/4/18	Paid by EFT # 10/23/2018 25882	10/23/2018	10/23/2018	11/02/2018	70.42
4633 - Midwest Veterinary Supply, INC	9777502-150	01-fluids-10/4/18	Paid by EFT # 10/23/2018 25882	10/23/2018	10/23/2018	11/02/2018	87.12
4633 - Midwest Veterinary Supply, INC	9777502-100	01-antibiotics-10/4/18	Paid by EFT # 10/23/2018 25882	10/23/2018	10/23/2018	11/02/2018	40.59
4633 - Midwest Veterinary Supply, INC	9771769-000	01-antibiotics, needles- 10/3/18	Paid by EFT # 10/23/2018 25882	10/23/2018	10/23/2018	11/02/2018	324.07
4633 - Midwest Veterinary Supply, INC	9820066-050	01-disposal paper bowls- 10/16/18	Paid by EFT # 10/23/2018 25882	10/23/2018	10/23/2018	11/02/2018	88.86
4633 - Midwest Veterinary Supply, INC	9820066-000	01-antiparasitics- 10/16/18	Paid by EFT # 10/23/2018 25882	10/23/2018	10/23/2018	11/02/2018	411.65
4666 - Zoetis, INC	9006855459	01-antiparasitics, vaccines-10/3/18	Paid by Check # 10/23/2018 68644	10/23/2018	10/23/2018	11/02/2018	744.50
Account 52210 - Institutional Supplies Totals 31							<hr/> \$6,964.44
Account 53130 - Medical							
6529 - BloomingPaws, LLC	197624	01-exam and bloodwork- 10/4/18	Paid by EFT # 10/23/2018 25767	10/23/2018	10/23/2018	11/02/2018	225.45
6529 - BloomingPaws, LLC	198004	01-vet visit-10/12/18	Paid by EFT # 10/23/2018 25767	10/23/2018	10/23/2018	11/02/2018	25.20



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3376 - Bloomington Pets Alive, INC	1758911	01-spay/neuter surgeries 10/2-10/13/18	Paid by EFT # 25771	10/23/2018	10/23/2018	11/02/2018	2,520.00
Account 53130 - Medical Totals 3							<hr/> \$2,770.65
Account 53220 - Postage							
205 - City Of Bloomington	CCPO-9/5/18	01-PC reimb-Clear Creek PO-certified mail-9/5/18	Paid by Check # 68611	10/23/2018	10/23/2018	11/02/2018	6.70
Account 53220 - Postage Totals 1							<hr/> \$6.70
Account 53510 - Electrical Services							
223 - Duke Energy	FACSUM-101218	19-CH/off site facilities- electric summary bill-	Paid by Check # 68607	10/22/2018	10/22/2018	10/22/2018	1,532.60
Account 53510 - Electrical Services Totals 1							<hr/> \$1,532.60
Account 53610 - Building Repairs							
321 - Harrell Fish, INC	C003580	19-ACC-quarterly PM contract-Fall 2018 Check	Paid by EFT # 25829	10/23/2018	10/23/2018	11/02/2018	826.00
Account 53610 - Building Repairs Totals 1							<hr/> \$826.00
Account 53990 - Other Services and Charges							
60 - Monroe County Solid Waste Management District	2018 -61	01-syringe disposal fee	Paid by Check # 68636	10/23/2018	10/23/2018	11/02/2018	158.40
Account 53990 - Other Services and Charges Totals 1							<hr/> \$158.40
Program 010000 - Main Totals 42							<hr/> \$12,399.28
Program 010001 - Donations Over \$5K							
Account 53160 - Instruction							
175 - Monroe County Humane Association, INC	000018	01-pet first aid training x 3	Paid by EFT # 25886	10/23/2018	10/23/2018	11/02/2018	150.00
Account 53160 - Instruction Totals 1							<hr/> \$150.00
Program 010001 - Donations Over \$5K Totals 1							<hr/> \$150.00
Department 01 - Animal Shelter Totals 43							<hr/> \$12,549.28
Department 02 - Public Works							
Program 020000 - Main							
Account 52110 - Office Supplies							
6530 - Office Depot, INC	207498765002	02-Legal Folders PW Admin	Paid by EFT # 25899	10/23/2018	10/23/2018	11/02/2018	18.07
Account 52110 - Office Supplies Totals 1							<hr/> \$18.07
Account 53160 - Instruction							
3472 - Lucy, INC	62552-3R	02-Onsite configuration, training for Lucy	Paid by EFT # 25880	10/23/2018	10/23/2018	11/02/2018	812.50
Account 53160 - Instruction Totals 1							<hr/> \$812.50
Account 53320 - Advertising							
323 - Hoosier Times, INC	150685_93018	02-Public Notice for RFP 7/29/18-8/5/18	Paid by EFT # 25838	10/23/2018	10/23/2018	11/02/2018	78.92



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## Account 53910 - Dues and Subscriptions

4498 - American Public Works Association 750284

02-New Membership Dues-M. Large	Paid by Check # 68608	10/23/2018	10/23/2018	11/02/2018	98.00
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Account 53910 - Dues and Subscriptions Totals	1	\$98.00
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Program 020000 - Main Totals	4	\$1,007.49
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Department 02 - Public Works Totals	4	\$1,007.49
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## Department 04 - Economic & Sustainable Dev

### Program 040000 - Main

#### Account 53230 - Travel

6685 - Autumn Ashworth Salamack 10042018

04 - Reimbursement of travel expenses for	Paid by EFT # 25926	10/23/2018	10/23/2018	11/02/2018	340.02
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Account 53230 - Travel Totals	1	\$340.02
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#### Account 53970 - Mayor's Promotion of Business

6059 - Eva Allen 14

04 - 5 bicentennial Face Cut-outs	Paid by EFT # 25752	10/23/2018	10/23/2018	11/02/2018	1,150.00
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818 - Everywhere Signs, LLC 53671

04 - For Freedoom Yard Signs & Bicentennial Yard	Paid by EFT # 25813	10/23/2018	10/23/2018	11/02/2018	432.00
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818 - Everywhere Signs, LLC 53665

04 - For Freedoom Yard Signs & Bicentennial Yard	Paid by EFT # 25813	10/23/2018	10/23/2018	11/02/2018	600.00
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5954 - The Greater Bloomington Chamber Of Commerce, INC 131019

04 Two tickets to Business Outlook Lunch	Paid by EFT # 25952	10/23/2018	10/23/2018	11/02/2018	40.00
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Account 53970 - Mayor's Promotion of Business Totals	4	\$2,222.00
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#### Account 53990 - Other Services and Charges

6131 - Jane St John 0021

04 - 2018 Consulting Contract	Paid by EFT # 25939	10/23/2018	10/23/2018	11/02/2018	2,082.50
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Account 53990 - Other Services and Charges Totals	1	\$2,082.50
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Program 040000 - Main Totals	6	\$4,644.52
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Department 04 - Economic & Sustainable Dev Totals	6	\$4,644.52
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## Department 05 - Common Council

### Program 050000 - Main

#### Account 52110 - Office Supplies

6530 - Office Depot, INC 208965781001

05-9x12 envelopes, paper	Paid by EFT # 25899	10/23/2018	10/23/2018	11/02/2018	34.11
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Account 52110 - Office Supplies Totals	1	\$34.11
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#### Account 52410 - Books

3956 - West Publishing Corporation (Thomson Reuters) 839080854

10-Library plan charges- 9/5-10/4/18	Paid by EFT # 25968	10/23/2018	10/23/2018	11/02/2018	243.17
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Account 52410 - Books Totals	1	\$243.17
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## Account 53910 - Dues and Subscriptions



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3956 - West Publishing Corporation (Thomson Reuters)	838997130	10-West Information Charges-9/1-9/30/18	Paid by EFT # 25968	10/23/2018	10/23/2018	11/02/2018	314.01
Account 53910 - Dues and Subscriptions Totals						1	\$314.01
Account 53960 - Grants							
1138 - BCT Management, INC	4809	05-Council BCT Programming Support-Q4-	Paid by EFT # 25761	10/23/2018	10/23/2018	11/02/2018	12,500.00
Account 53960 - Grants Totals						1	\$12,500.00
Program 050000 - Main Totals						4	\$13,091.29
Department 05 - Common Council Totals						4	\$13,091.29
Department 06 - Controller's Office							
Program 060000 - Main							
Account 52420 - Other Supplies							
53442 - Paragon Micro, INC	845704	06 - Adobe Acrobat	Paid by EFT # 25906	10/23/2018	10/23/2018	11/02/2018	378.99
Account 52420 - Other Supplies Totals						1	\$378.99
Account 53170 - Mgt. Fee, Consultants, and Workshops							
5648 - Reedy Financial Group, PC	4860	06-Long Range Financial Planning	Paid by EFT # 25919	10/23/2018	10/23/2018	11/02/2018	7,018.75
5648 - Reedy Financial Group, PC	4861	06- Long Range Finanical Planning	Paid by EFT # 25919	10/23/2018	10/23/2018	11/02/2018	37.50
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals						2	\$7,056.25
Account 53990 - Other Services and Charges							
13149 - Blast Off Balloons, INC	75175	18- Bicentennial Days Balloons for the	Paid by Check # 68610	10/23/2018	10/23/2018	11/02/2018	208.00
54546 - Charles Y Coghlan, DMD (Office Easel)	78738A	18- Bicentennial ornaments	Paid by EFT # 25787	10/23/2018	10/23/2018	11/02/2018	2,037.00
5387 - Creative Graphics, INC (dba Baugh Enterprises)	5352	18- Bicentennial Veterans Day 5K Run postcard	Paid by EFT # 25796	10/23/2018	10/23/2018	11/02/2018	40.00
5387 - Creative Graphics, INC (dba Baugh Enterprises)	5351	18- Bicentennial on the B-Line buckslips	Paid by EFT # 25796	10/23/2018	10/23/2018	11/02/2018	50.00
4175 - The Stables Events, LLC (Izzy's Rentals)	7207	18- Bicentennial Days two portable restrooms B	Paid by EFT # 25955	10/23/2018	10/23/2018	11/02/2018	230.00
Account 53990 - Other Services and Charges Totals						5	\$2,565.00
Program 060000 - Main Totals						8	\$10,000.24
Department 06 - Controller's Office Totals						8	\$10,000.24
Department 09 - CFRD							
Program 090000 - Main							
Account 53160 - Instruction							
421 - Centerstone Of Indiana, INC	103118MHFA	09-Mental Health First Aid Training Manuals	Paid by EFT # 25785	10/23/2018	10/23/2018	11/02/2018	750.00
Account 53160 - Instruction Totals						1	\$750.00



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Account **53960 - Grants**  
242 - Amethyst House, INC

ABConcert-2018	09-CFRD sponsorship of 6th annual benefit	Paid by EFT # 25754	10/23/2018	10/23/2018	11/02/2018	250.00
Account <b>53960 - Grants</b> Totals						1 250.00
Program <b>090000 - Main</b> Totals						2 1,000.00
Department <b>09 - CFRD</b> Totals						2 1,000.00

Department **10 - Legal**  
Program **100000 - Main**  
Account **52110 - Office Supplies**

651 - Engraving & Stamp Center, INC	31374	10-2 notary stamps- includes	Paid by EFT # 25810	10/23/2018	10/23/2018	11/02/2018	46.80
Account <b>52110 - Office Supplies</b> Totals							1 46.80

Account **52410 - Books**  
3956 - West Publishing Corporation (Thomson Reuters)

839080854	10-Library plan charges- 9/5-10/4/18	Paid by EFT # 25968	10/23/2018	10/23/2018	11/02/2018	1,187.27
Account 52410 - Books Totals					1	<hr/> \$1,187.27

Account **53120 - Special Legal Services**  
323 - Hoosier Times, INC

173682_93018	10- public notice Zou case	Paid by EFT # 25838	10/23/2018	10/23/2018	11/02/2018	53.76
468978	10-legal rep gov affairs-retainer agreement-	Paid by EFT # 25872	10/23/2018	10/23/2018	11/02/2018	2,000.00
Account 53120 - Special Legal Services Totals					2	2,053.76

Account **53910 - Dues and Subscriptions**  
3956 - West Publishing Corporation (Thomson Reuters)

838997130	10-West Information Charges-9/1-9/30/18	Paid by EFT # 25968	10/23/2018	10/23/2018	11/02/2018	1,256.05
Account <b>53910 - Dues and Subscriptions</b> Totals					1	<hr/> \$1,256.05
Program <b>100000 - Main</b> Totals					5	<hr/> \$4,543.88
Department <b>10 - Legal</b> Totals					5	<hr/> \$4,543.88

Department **11 - Mayor's Office**  
Program **110000 - Main**  
Account **52110 - Office Supplies**

9523 - Freedom Business Solutions, LLC	10682	11-toner cartridges	Paid by EFT # 25819	10/23/2018	10/23/2018	11/02/2018	145.00
4549 - Kroger Limited Partnership I	071375	11-kitchen supplies- coffee, creamer, half &	Paid by Check # 68631	10/23/2018	10/23/2018	11/02/2018	19.47
6530 - Office Depot, INC	214405424001	11-file folders, pads, seals12-	Paid by EFT # 25899	10/23/2018	10/23/2018	11/02/2018	7.41
Account <b>52110 - Office Supplies</b> Totals							3 171.88

Account **52420 - Other Supplies**  
4549 - Kroger Limited Partnership I

309513	11-cake for Parks & Rec gold medal celebration	Paid by Check # 68631	10/23/2018	10/23/2018	11/02/2018	32.99
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5081 - The MacExperience, INC	B101855	11-ethernet adapter for Laura Collins	Paid by EFT # 25954	10/23/2018	10/23/2018	11/02/2018	34.95
Account 52420 - Other Supplies Totals 2							<hr/> \$67.94
Account 53230 - Travel							
5459 - John M Hamilton	101618	11-reimbursement for conference travel to	Paid by EFT # 25828	10/23/2018	10/23/2018	11/02/2018	570.52
Account 53230 - Travel Totals 1							<hr/> \$570.52
Account 53910 - Dues and Subscriptions							
5259 - Pacific & Southern Company, INC (Indy Star)	IC9217628 Nov18	11-June/November/Decemb	Paid by Check # 68638	10/23/2018	10/23/2018	11/02/2018	4.99
5259 - Pacific & Southern Company, INC (Indy Star)	IC9217628 Jun18	11-June/November/Decemb	Paid by Check # 68638	10/23/2018	10/23/2018	11/02/2018	4.99
Account 53910 - Dues and Subscriptions Totals 2							<hr/> \$9.98
Account 53960 - Grants							
2194 - Monroe County Branch NAACP #3062	2018 Freedom Ban	11-sponsorship for Freedom Fund banquet	Paid by Check # 68634	10/23/2018	10/23/2018	11/02/2018	750.00
Account 53960 - Grants Totals 1							<hr/> \$750.00
Program 110000 - Main Totals 9							<hr/> \$1,570.32
Department 11 - Mayor's Office Totals 9							<hr/> \$1,570.32
Department 12 - Human Resources							
Program 120000 - Main							
Account 52110 - Office Supplies							
6530 - Office Depot, INC	2235328283	12-Office Chairs \$199.98	Paid by EFT # 25899	10/23/2018	10/23/2018	11/02/2018	199.98
Account 52110 - Office Supplies Totals 1							<hr/> \$199.98
Account 53210 - Telephone							
13969 - AT&T Mobility II, LLC	HRX10192018	12-cell phone charges 9/12-10/11/18	Paid by Check # 68602	10/22/2018	10/22/2018	10/22/2018	23.21
Account 53210 - Telephone Totals 1							<hr/> \$23.21
Account 53990 - Other Services and Charges							
585 - Bloomington Public Transportation Corporation	9954	12 3rd quarter ridership Inv 9954	Paid by EFT # 25772	10/23/2018	10/23/2018	11/02/2018	358.50
129 - FedEx Office and Print Service, INC	6-333-94164	12-FedEx Invoice \$18.75	Paid by Check # 68615	10/23/2018	10/23/2018	11/02/2018	18.75
4549 - Kroger Limited Partnership I	134682	12-Employee luncheon-hotdogs, buns-9/26/18	Paid by Check # 68631	10/23/2018	10/23/2018	11/02/2018	17.13
Account 53990 - Other Services and Charges Totals 3							<hr/> \$394.38
Program 120000 - Main Totals 5							<hr/> \$617.57
Department 12 - Human Resources Totals 5							<hr/> \$617.57
Department 13 - Planning							
Program 130000 - Main							





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## Account 52420 - Other Supplies

5247 - Robert Hudson (Graphic Visions)	4769	13 - Yard Sign Frames	Paid by EFT # 25842	10/23/2018	10/23/2018	11/02/2018	50.00
Account 52420 - Other Supplies Totals						1	\$50.00

## Account 52430 - Uniforms and Tools

798 - Winters Associates Promotional Products, INC	112184	13-P&T staff shirt (for Amir)-include s/h	Paid by EFT # 25976	10/23/2018	10/23/2018	11/02/2018	19.98
Account 52430 - Uniforms and Tools Totals						1	\$19.98

## Account 53230 - Travel

6139 - Seyedamir K Farshchi	OKIConf-10/2018	13-per diem/hotel/pkg-OKI Conf-Cincinnati, OH-	Paid by EFT # 25814	10/23/2018	10/23/2018	11/02/2018	523.76
5941 - Amelia Lewis	OKIConf-10/2018	13-per diem/hotel-OKI Conf-Cincinnati, OH-10/2-	Paid by EFT # 25876	10/23/2018	10/23/2018	11/02/2018	696.89
6218 - Theresa M Porter	OKIConf-10/2018	13-per diem/pkg/hotel-OKI Conf.-Cincinnati, OH-	Paid by EFT # 25909	10/23/2018	10/23/2018	11/02/2018	759.89
4949 - Linda Thompson	OKIConf-10/2018	13-per diem/hotel-OKI Conf.-Cincinnati, OH-10/2-	Paid by EFT # 25957	10/23/2018	10/23/2018	11/02/2018	732.14
Account 53230 - Travel Totals						4	\$2,712.68

## Account 53240 - Freight / Other

798 - Winters Associates Promotional Products, INC	112184	13-P&T staff shirt (for Amir)-include s/h	Paid by EFT # 25976	10/23/2018	10/23/2018	11/02/2018	6.86
Account 53240 - Freight / Other Totals						1	\$6.86

## Account 53320 - Advertising

323 - Hoosier Times, INC	163405_93018	13-Legal Ads #544218-TIP, #547241-TIP,	Paid by EFT # 25838	10/23/2018	10/23/2018	11/02/2018	54.29
Account 53320 - Advertising Totals						1	\$54.29

## Account 53990 - Other Services and Charges

199 - Monroe County Government	102018-CBPTE	13-September 2018 copies	Paid by Check # 68635	10/23/2018	10/23/2018	11/02/2018	15.00
199 - Monroe County Government	092018-CBPTE	13-August 2018 copies-	Paid by Check # 68635	10/23/2018	10/23/2018	11/02/2018	1.00
Account 53990 - Other Services and Charges Totals						2	\$16.00
Program 130000 - Main Totals						10	\$2,859.81

## Program 131000 - Environmental

### Account 52420 - Other Supplies

651 - Engraving & Stamp Center, INC	31484	13-Name Tags (for EC members)	Paid by EFT # 25810	10/23/2018	10/23/2018	11/02/2018	51.28
Account 52420 - Other Supplies Totals						1	\$51.28
Program 131000 - Environmental Totals						1	\$51.28
Department 13 - Planning Totals						11	\$2,911.09

## Department 19 - Facilities Maintenance





# Board of Public Works Claim Register

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Program 190000 - Main

Account 52210 - Institutional Supplies

4574 - John Deere Financial (Rural King)	B79532	19-trash bags-9/15/18	Paid by Check # 10/23/2018	10/23/2018	11/02/2018	11.98
			68630			
Account 52210 - Institutional Supplies Totals						1 11.98

Account 52310 - Building Materials and Supplies

409 - Black Lumber Co. INC	377584	19-6-20 x 3/8 drill screw	Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	5.79
			25766			
53005 - Menards, INC	07973	19-batteries-AAA, AA, C & D	Paid by Check # 10/23/2018	10/23/2018	11/02/2018	79.80
			68633			
53005 - Menards, INC	07576	19-City Hall-ceiling tiles	Paid by Check # 10/23/2018	10/23/2018	11/02/2018	36.64
			68633			
4154 - Pace Products, INC	831750	19-ice melt-including freight	Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	3,142.46
			25903			
4506 - TAPCO (Traffic and Parking Control Co INC)	I616139	19-Fluted Bollard Covers-Green-6	Paid by Check # 10/23/2018	10/23/2018	11/02/2018	245.70
			68643			
Account 52310 - Building Materials and Supplies Totals						5 3,510.39

Account 52420 - Other Supplies

51463 - DLT Solutions, LLC	SI409295	19-Auto CAD license renewal	Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	382.20
			25804			
Account 52420 - Other Supplies Totals						1 382.20

Account 52430 - Uniforms and Tools

409 - Black Lumber Co. INC	377423	19-1/4" HSS drill bit, caulking guns CG5	Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	7.78
			25766			
Account 52430 - Uniforms and Tools Totals						1 7.78

Account 53510 - Electrical Services

223 - Duke Energy	FACSUM-101218	19-CH/off site facilities-electric summary bill-	Paid by Check # 10/22/2018	10/22/2018	10/22/2018	5,560.68
			68607			
Account 53510 - Electrical Services Totals						1 5,560.68

Account 53610 - Building Repairs

21104 - Cummins Crosspoint, LLC	001-19179	19-City Hall-generator inspection-10/10/18	Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	321.40
			25797			
321 - Harrell Fish, INC	W40205	19-City Hall-repair HVAC controls	Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	596.00
			25829			
321 - Harrell Fish, INC	C003567	19-City Hall-quarterly PM contract-October 2018	Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	1,910.66
			25829			
60 - Monroe County Solid Waste Management District	2018 - 63	19-disposal of ballasts & lamps	Paid by Check # 10/23/2018	10/23/2018	11/02/2018	72.98
			68636			
7402 - Nature's Way, INC	41884	19-City Hall-monthly, October 2018, plant	Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	336.60
			25892			
6656 - R.E. Dimond and Associates, INC	29627	19-City Hall-evaluation of buildings electrical	Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	499.95
			25913			
Account 53610 - Building Repairs Totals						6 3,737.59



# Board of Public Works Claim Register

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## Account 53650 - Other Repairs

467 - Groomer Construction, INC	201995	19-CH & surface lots- resurface pkg lots	Paid by Check # 10/23/2018 68625	10/23/2018	11/02/2018	8,799.70
Account 53650 - Other Repairs Totals						1
						\$8,799.70

## Account 54510 - Other Capital Outlays

53442 - Paragon Micro, INC	837694	02-Dell laptop for engineering	Paid by EFT # 10/23/2018 25906	10/23/2018	11/02/2018	2,379.99
Account 54510 - Other Capital Outlays Totals						1
						\$2,379.99
Program 190000 - Main Totals						17
						\$24,390.31
Department 19 - Facilities Maintenance Totals						17
						\$24,390.31

## Department 28 - ITS

### Program 280000 - Main

## Account 52420 - Other Supplies

337 - Stansifer Radio Co, INC	429130	28-Digital Time Keeping Mounting Hardware	Paid by EFT # 10/23/2018 25940	10/23/2018	11/02/2018	20.30
Account 52420 - Other Supplies Totals						1
						\$20.30

## Account 53160 - Instruction

8315 - Indiana Geographic Information Council, INC	NKNSCMHM892	28-Haley-2018 GIS Conference registration-	Paid by EFT # 10/23/2018 25849	10/23/2018	11/02/2018	210.00
8315 - Indiana Geographic Information Council, INC	ZHNZ8PZ6PC9	28-Stier-2018 GIS Conference registration-	Paid by EFT # 10/23/2018 25849	10/23/2018	11/02/2018	295.00
8315 - Indiana Geographic Information Council, INC	PYN6QZRP7F3	28-Goodman-2018 GIS Conference registration-	Paid by EFT # 10/23/2018 25849	10/23/2018	11/02/2018	295.00
Account 53160 - Instruction Totals						3
						\$800.00

## Account 53230 - Travel

765 - James R Goodman	2018GISCONF	28-per diem-GIS Conf- Fort Wayne, IN-5/9-	Paid by EFT # 10/23/2018 25822	10/23/2018	11/02/2018	82.00
1227 - Laura Haley	2018GISCONF	28-per diem-GIS Conf- Fort Wayne, IN-5/9-	Paid by EFT # 10/23/2018 25827	10/23/2018	11/02/2018	82.00
6112 - Max Stier	2018GISCONF	28-per diem-GIS Conf- Fort Wayne, IN-5/9-	Paid by EFT # 10/23/2018 25943	10/23/2018	11/02/2018	82.00
Account 53230 - Travel Totals						3
						\$246.00

## Account 53640 - Hardware and Software Maintenance

3989 - Ricoh USA, INC	5054531347	28-CH/off site facilites- copier maintenance 8/17-	Paid by EFT # 10/23/2018 25924	10/23/2018	11/02/2018	2,200.48
Account 53640 - Hardware and Software Maintenance Totals						1
						\$2,200.48
Program 280000 - Main Totals						8
						\$3,266.78
Department 28 - ITS Totals						8
						\$3,266.78
Fund 101 - General Fund (S0101) Totals						122
						\$79,592.77

## Fund 103 - Restricted Donations

### Department 06 - Controller's Office



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Program **400101 - Animal Medical Services**

Account **53130 - Medical**

3376 - Bloomington Pets Alive, INC	1756469	01-spay/neuter surgeries- Paid by EFT # 10/23/2018 10/23/2018 11/02/2018	2,555.00
		9/17-9/27/18 25771	
3376 - Bloomington Pets Alive, INC	1758911	01-spay/neuter surgeries Paid by EFT # 10/23/2018 10/23/2018 11/02/2018	55.00
		10/2-10/13/18 25771	
Account <b>53130 - Medical</b> Totals 2			<u>\$2,610.00</u>
Program <b>400101 - Animal Medical Services</b> Totals 2			<u>\$2,610.00</u>
Department <b>06 - Controller's Office</b> Totals 2			<u>\$2,610.00</u>
Fund <b>103 - Restricted Donations</b> Totals 2			<u>\$2,610.00</u>

Fund **270 - CC Jack Hopkins NR17-42 (S9508)**

Department **05 - Common Council**

Program **050000 - Main**

Account **53960 - Grants**

12443 - Volunteers In Medicine Clinic Of Monroe County,INC	JH-7	15-JH 2018 Grant- Paid by EFT # 10/23/2018 10/23/2018 11/02/2018	3,630.96
		Bioreference Lab bill for 25962	
Account <b>53960 - Grants</b> Totals 1			<u>\$3,630.96</u>
Program <b>050000 - Main</b> Totals 1			<u>\$3,630.96</u>
Department <b>05 - Common Council</b> Totals 1			<u>\$3,630.96</u>
Fund <b>270 - CC Jack Hopkins NR17-42 (S9508)</b> Totals 1			<u>\$3,630.96</u>

Fund **312 - Community Services**

Department **09 - CFRD**

Program **090014 - Latino Programs**

Account **52420 - Other Supplies**

4549 - Kroger Limited Partnership I	343647	09-NHHM Afro Peruvian Percussion/Andean-food Paid by Check # 10/23/2018 10/23/2018 11/02/2018	48.23
		68631	
Account <b>52420 - Other Supplies</b> Totals 1			<u>\$48.23</u>
Program <b>090014 - Latino Programs</b> Totals 1			<u>\$48.23</u>

Program **090018 - CBVN**

Account **52420 - Other Supplies**

4549 - Kroger Limited Partnership I	208112	09-CBVN-Nonprofit Board Certificate Seminar- Paid by Check # 10/23/2018 10/23/2018 11/02/2018	45.62
		68631	
Account <b>52420 - Other Supplies</b> Totals 1			<u>\$45.62</u>
Program <b>090018 - CBVN</b> Totals 1			<u>\$45.62</u>

Program **090019 - Comm on Hisp & Latino Affairs**

Account **53990 - Other Services and Charges**

6418 - Josefa Luce	Walmart- 10/03/18	09-reimburse Josefa for picture frames for CHLA Paid by EFT # 10/23/2018 10/23/2018 11/02/2018	26.88
		25879	
Account <b>53990 - Other Services and Charges</b> Totals 1			<u>\$26.88</u>



# Board of Public Works Claim Register

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Program 090019 - Comm on Hisp & Latino Affairs Totals	1	\$26.88
Department 09 - CFRD Totals	3	\$120.73
Fund 312 - Community Services Totals	3	\$120.73

Fund 401 - Non-Reverting Telecom (\$1146)  
 Department 25 - Telecommunications  
 Program 254000 - Infrastructure  
 Account 53640 - Hardware and Software Maintenance  
 13482 - Northern Lights Locating & Inspection, 9766  
 INC

28-BDU Line Locate Services (September	Paid by EFT # 25897	10/23/2018	10/23/2018	11/02/2018	3,162.00
Account 53640 - Hardware and Software Maintenance Totals	1				\$3,162.00

Account 54450 - Equipment

53442 - Paragon Micro, INC	844420	28-Capital Replacement Workstations	Paid by EFT # 25906	10/23/2018	10/23/2018	11/02/2018	1,524.98
53442 - Paragon Micro, INC	844419	28-Capital Replacement Workstations	Paid by EFT # 25906	10/23/2018	10/23/2018	11/02/2018	3,209.96
53442 - Paragon Micro, INC	844422	28-Capital Replacement Workstation	Paid by EFT # 25906	10/23/2018	10/23/2018	11/02/2018	3,239.97
53442 - Paragon Micro, INC	844424	28-Capital Replacement Workstations	Paid by EFT # 25906	10/23/2018	10/23/2018	11/02/2018	1,909.98
		Account 54450 - Equipment Totals	4				\$9,884.89
		Program 254000 - Infrastructure Totals	5				\$13,046.89

Program 256000 - Services

Account 53150 - Communications Contract

4170 - Comcast Cable Communications, INC	401NMRTN-101818	28-401 N Morton St-business services 11/1-	Paid by Check # 68606	10/22/2018	10/22/2018	10/22/2018	149.85
		Account 53150 - Communications Contract Totals	1				\$149.85

Account 54420 - Purchase of Equipment

53442 - Paragon Micro, INC	844956	28-Capital Replacement Mouse	Paid by EFT # 25906	10/23/2018	10/23/2018	11/02/2018	34.99
		Account 54420 - Purchase of Equipment Totals	1				\$34.99
		Program 256000 - Services Totals	2				\$184.84
		Department 25 - Telecommunications Totals	7				\$13,231.73
		Fund 401 - Non-Reverting Telecom (\$1146) Totals	7				\$13,231.73

Fund 451 - Motor Vehicle Highway(\$0708)

Department 20 - Street

Program 200000 - Main

Account 52310 - Building Materials and Supplies

394 - Kleindorfer Hardware & Variety	590147	19-Traffic Bldg-2 light bulbs	Paid by EFT # 25869	10/23/2018	10/23/2018	11/02/2018	12.78
		Account 52310 - Building Materials and Supplies Totals	1				\$12.78



# Board of Public Works Claim Register

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## Account 52330 - Street , Alley, and Sewer Material

334 - Irving Materials, INC	10627370	20-1514 E. Elliston Dr- Class A Stone Ash-7 cy-	Paid by EFT # 25859	10/23/2018	10/23/2018	11/02/2018	710.50
334 - Irving Materials, INC	10628211	20-1514 E. Elliston Dr- Class A Stone Ash-7 cy-	Paid by EFT # 25859	10/23/2018	10/23/2018	11/02/2018	710.50
334 - Irving Materials, INC	10625313	20-1504 E. Elliston Dr- Class A Stone Ash-4.50	Paid by EFT # 25859	10/23/2018	10/23/2018	11/02/2018	456.75
334 - Irving Materials, INC	10626579	20-1504 E. Elliston Dr- Class A Stone Ash-8 cy-	Paid by EFT # 25859	10/23/2018	10/23/2018	11/02/2018	812.00
334 - Irving Materials, INC	10618652	20-15th & Dunn-Class A Stone Ash-4 cy-9/20/18	Paid by EFT # 25859	10/23/2018	10/23/2018	11/02/2018	406.00
Account 52330 - Street , Alley, and Sewer Material Totals						5	\$3,095.75

## Account 52340 - Other Repairs and Maintenance

51575 - Ennis Paint, INC	361118	20-Pavement Marking Paint Supplies-9/24/18	Paid by EFT # 25811	10/23/2018	10/23/2018	11/02/2018	2,200.00
51575 - Ennis Paint, INC	361158	20-Pavement Marking Paint Supplies-9/25/18	Paid by EFT # 25811	10/23/2018	10/23/2018	11/02/2018	1,169.00
177 - Indiana Oxygen Company, INC	9122901	20-Propane Supplies for Pavement Markings-	Paid by EFT # 25851	10/23/2018	10/23/2018	11/02/2018	94.00
4506 - TAPCO (Traffic and Parking Control Co INC)	1617086	20-Cleaning Solution Pure EZ for pavement	Paid by Check # 68643	10/23/2018	10/23/2018	11/02/2018	379.90
Account 52340 - Other Repairs and Maintenance Totals						4	\$3,842.90

## Account 52420 - Other Supplies

409 - Black Lumber Co. INC	380501	20-Paving Crew-pex 1/2 x 1/2 MPT BRS adapt	Paid by EFT # 25766	10/23/2018	10/23/2018	11/02/2018	2.79
409 - Black Lumber Co. INC	380114	20-80# quikcrete concrete gravel mix-20	Paid by EFT # 25766	10/23/2018	10/23/2018	11/02/2018	107.80
409 - Black Lumber Co. INC	379550	20-Tree crew-4x4 8 GC treated lumber	Paid by EFT # 25766	10/23/2018	10/23/2018	11/02/2018	10.49
409 - Black Lumber Co. INC	380584	20-6" long nose locking pliers	Paid by EFT # 25766	10/23/2018	10/23/2018	11/02/2018	9.99
409 - Black Lumber Co. INC	379260	20-Sidewalk Crew-SDS wedge bit, hardware	Paid by EFT # 25766	10/23/2018	10/23/2018	11/02/2018	6.00
248 - Cosner's Ice Company	204001109	20-160 7# bags of ice for employees-8/28/18	Paid by EFT # 25795	10/23/2018	10/23/2018	11/02/2018	181.25
394 - Kleindorfer Hardware & Variety	587822	20-Tree Crew-2 mailboxes	Paid by EFT # 25869	10/23/2018	10/23/2018	11/02/2018	29.98
394 - Kleindorfer Hardware & Variety	631027	20-spray nozzle for water hose	Paid by EFT # 25869	10/23/2018	10/23/2018	11/02/2018	9.99
394 - Kleindorfer Hardware & Variety	631302	20-Leaf rakes for leafing season	Paid by EFT # 25869	10/23/2018	10/23/2018	11/02/2018	456.00
Account 52420 - Other Supplies Totals						9	\$814.29

## Account 52430 - Uniforms and Tools



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177 - Indiana Oxygen Company, INC	9122620	20-Propane for Sign/Paving/Pavement	Paid by EFT # 25851	10/23/2018	10/23/2018	11/02/2018	127.00
Account 52430 - Uniforms and Tools Totals 1							<hr/> \$127.00

## Account 53130 - Medical

231 - Indiana University Health Bloomington, INC	00081611-00	20-J. Hardin-Drug Screen DOT 5 Panel E screen	Paid by EFT # 25853	10/23/2018	10/23/2018	11/02/2018	45.00
231 - Indiana University Health Bloomington, INC	00081616-00	20-L. Rains-Drug Screen DOT 5 Panel E screen	Paid by EFT # 25853	10/23/2018	10/23/2018	11/02/2018	45.00
231 - Indiana University Health Bloomington, INC	00081617-00	20-B. Shipley-Drug Screen DOT 5 Panel E	Paid by EFT # 25853	10/23/2018	10/23/2018	11/02/2018	45.00
Account 53130 - Medical Totals 3							<hr/> \$135.00

## Account 53250 - Pagers

332 - Indiana Paging Network, INC	13711002	20-Pagers for Snow Control-November 2018	Paid by EFT # 25852	10/23/2018	10/23/2018	11/02/2018	86.76
Account 53250 - Pagers Totals 1							<hr/> \$86.76

## Account 53510 - Electrical Services

223 - Duke Energy	FACSUM-101218	19-CH/off site facilities-electric summary bill-	Paid by Check # 68607	10/22/2018	10/22/2018	10/22/2018	326.47
Account 53510 - Electrical Services Totals 1							<hr/> \$326.47

## Account 53610 - Building Repairs

392 - Koorsen Fire & Security, INC	4573021	19-Street Dept-fire extinguisher inspection-	Paid by EFT # 25871	10/23/2018	10/23/2018	11/02/2018	267.20
Account 53610 - Building Repairs Totals 1							<hr/> \$267.20

## Account 53630 - Machinery and Equipment Repairs

2096 - West Side Tractor Sales Co.	009018	20-Service Repair for JD 544K Loader #454	Paid by EFT # 25969	10/23/2018	10/23/2018	11/02/2018	21,650.28
Account 53630 - Machinery and Equipment Repairs Totals 1							<hr/> \$21,650.28

## Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	1823630295	20-mat/towel services-10/17/18	Paid by EFT # 25758	10/23/2018	10/23/2018	11/02/2018	27.43
19171 - Aramark Uniform & Career Apparel Group, INC	1823621399	20-mat/towel services-10/10/18	Paid by EFT # 25758	10/23/2018	10/23/2018	11/02/2018	27.43
19171 - Aramark Uniform & Career Apparel Group, INC	1823612523	20-mat/towel services-10/03/18	Paid by EFT # 25758	10/23/2018	10/23/2018	11/02/2018	27.43
19171 - Aramark Uniform & Career Apparel Group, INC	1823630294	20-uniform rental (minus payroll ded)-10/17/18	Paid by EFT # 25758	10/23/2018	10/23/2018	11/02/2018	19.65
19171 - Aramark Uniform & Career Apparel Group, INC	1823612522	20-uniform rental (minus payroll ded)-10/03/18	Paid by EFT # 25758	10/23/2018	10/23/2018	11/02/2018	21.55
19171 - Aramark Uniform & Career Apparel Group, INC	1823621398	20-uniform rental (minus payroll ded)-10/10/18	Paid by EFT # 25758	10/23/2018	10/23/2018	11/02/2018	19.65
Account 53920 - Laundry and Other Sanitation Services Totals 6							<hr/> \$143.14

## Account 53950 - Landfill



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52226 - Hoosier Transfer Station-3140	3140-000015202	20-Disposal Fee for Sweeper Dump Haulings-	Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	831.60
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	536	20-disposal fee for tree limbs-11 loads-9/11-	25839	Paid by EFT # 10/23/2018	10/23/2018	220.00
			25844			
Account 53950 - Landfill Totals					2	\$1,051.60

## Account 53990 - Other Services and Charges

310 - Astbury Gabriel Corp (ESG Laboratories)	18003619	20-Lab testing for sweeper debris	Paid by EFT # 25759	10/23/2018	10/23/2018	11/02/2018	346.00
6152 - K&S Rolloff, INC	39474	20-Hauling Fees for Sweeper Dumps-Miller	Paid by EFT # 25864	10/23/2018	10/23/2018	11/02/2018	150.00
Account 53990 - Other Services and Charges Totals						2	\$496.00
Program 200000 - Main Totals						37	\$32,049.17
Department 20 - Street Totals						37	\$32,049.17
Fund 451 - Motor Vehicle Highway(S0708) Totals						37	\$32,049.17

## Fund 452 - Parking Facilities(S9502)

### Department 26 - Parking

### Program 260000 - Main

### Account 43160 - Lot/Garage Leases - Annual

Kellee Adams	REFUND-ADAMSK	02-Morton St Garage-refund September 2018	Paid by Check # 10/23/2018	10/23/2018	11/02/2018	67.00
394 - Kleindorfer Hardware & Variety	597882	02-Pkg Garages-2 Pair of work gloves	Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	8.38
Gillian Zingler	REFUND-ZINGLER	02-Walnut St Garage-refund month garage	Paid by Check # 10/23/2018	10/23/2018	11/02/2018	67.00
Account 43160 - Lot/Garage Leases - Annual Totals					3	\$142.38

## Account 52240 - Fuel and Oil

177 - Indiana Oxygen Company, INC	9127682	02-Pkg Garages-propane for garage sweeper-	Paid by EFT # 25851	10/23/2018	10/23/2018	11/02/2018	32.34
177 - Indiana Oxygen Company, INC	9125378	02-Pkg Garages-propane for garage sweeper-	Paid by EFT # 25851	10/23/2018	10/23/2018	11/02/2018	69.84
177 - Indiana Oxygen Company, INC	9125384	02-Pkg Garages-propane for garage sweeper-	Paid by EFT # 25851	10/23/2018	10/23/2018	11/02/2018	83.11
Account 52240 - Fuel and Oil Totals						3	\$185.29

## Account 53170 - Mgt. Fee, Consultants, and Workshops

6249 - Desman, INC	C18130-A	02-Downtown Parking	Paid by EFT #	10/23/2018	10/23/2018	11/02/2018	10,235.00
		Study-Pkg Fac portion-	25802				
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals						1	\$10,235.00

## Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	PKGGARX101920	02-Pkg Garages-cell	Paid by Check # 10/22/2018	10/22/2018	10/22/2018	104.09
	18	phone charges 9/12-	68603			
Account 53210 - Telephone Totals					1	<u>\$104.09</u>

## Account 53510 - Electrical Services





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223 - Duke Energy	FACSUM-101218	19-CH/off site facilities- electric summary bill-	Paid by Check # 10/22/2018 10/22/2018 10/22/2018 68607			4,499.91
			Account 53510 - Electrical Services Totals	1		\$4,499.91
Account 53610 - Building Repairs						
3397 - Evens Time, INC	63296	02-Pkg Garages- Maintenance Contract-	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25812			2,693.92
			Account 53610 - Building Repairs Totals	1		\$2,693.92
Account 53650 - Other Repairs						
6378 - ANN-KRISS, LLC	Mrtngarg-100518	02-Morton St Garage- install fencing on top of	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25756			3,976.14
6378 - ANN-KRISS, LLC	MrtngarStrs-1018	02-Morton St Garage- balance of work on SE	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25756			8,375.40
			Account 53650 - Other Repairs Totals	2		\$12,351.54
			Program 260000 - Main Totals	12		\$30,212.13
			Department 26 - Parking Totals	12		\$30,212.13
			Fund 452 - Parking Facilities(S9502) Totals	12		\$30,212.13
Fund 454 - Alternative Transport(S6301)						
Department 02 - Public Works						
Program 020000 - Main						
Account 46060 - Other Violations						
Madeline Thompson	REFUND- THOMPSONM	14-refund overpayment pkg citation M170815	Paid by Check # 10/23/2018 10/23/2018 11/02/2018 68652			40.00
			Account 46060 - Other Violations Totals	1		\$40.00
Account 52420 - Other Supplies						
6222 - Apple, INC	6763972147	06- Ipad for Front	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25757			161.00
6530 - Office Depot, INC	214445087001	06- Square Chip Reader and Dock station	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25899			24.99
6530 - Office Depot, INC	2236118343	06- Square Chip Reader and Dock station	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25899			14.99
53442 - Paragon Micro, INC	843484	06- Ipad Otter Box	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25906			25.99
			Account 52420 - Other Supplies Totals	4		\$226.97
Account 53110 - Engineering and Architectural						
5609 - Aecom Technical Services	2000121356	13-HSIP Ped Safety&Access. Signalized	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25751			1,250.00
5637 - Shrewsberry & Associates, LLC	2110684	13-School Zone Enhancement Proj-	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25930			1,796.98
			Account 53110 - Engineering and Architectural Totals	2		\$3,046.98
			Program 020000 - Main Totals	7		\$3,313.95
			Department 02 - Public Works Totals	7		\$3,313.95





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Fund 600 - Cum Cap Improvement (CIG)(S2379)  
Department 02 - Public Works  
Program 020000 - Main  
Account 52330 - Street , Alley, and Sewer Material  
19278 - Milestone Contractors, LP 120564

Fund 454 - Alternative Transport(S6301) Totals 7							\$3,313.95
20-Surface-Madison St.-	Paid by EFT #	10/23/2018	10/23/2018	11/02/2018		8,037.87	
9/11-9/13/18-594.79	25883						
Account 52330 - Street , Alley, and Sewer Material Totals 1							\$8,037.87
Program 020000 - Main Totals 1							\$8,037.87
Department 02 - Public Works Totals 1							\$8,037.87
Fund 600 - Cum Cap Improvement (CIG)(S2379) Totals 1							\$8,037.87

Fund 601 - Cum Cap Development(S2391)  
Department 02 - Public Works  
Program 020000 - Main  
Account 52330 - Street , Alley, and Sewer Material  
19278 - Milestone Contractors, LP 120556

19278 - Milestone Contractors, LP 120549  
19278 - Milestone Contractors, LP 120546  
19278 - Milestone Contractors, LP 120592  
19278 - Milestone Contractors, LP 120564  
19278 - Milestone Contractors, LP 120434

20-Surface-17th	Paid by EFT #	10/23/2018	10/23/2018	11/02/2018		1,340.66	
St/patching-9/10 &	25883						
20-Surface-17th Street-	Paid by EFT #	10/23/2018	10/23/2018	11/02/2018		4,473.07	
9/6/18-109.50 tons	25883						
20-Surface-patching-	Paid by EFT #	10/23/2018	10/23/2018	11/02/2018		150.83	
9/5/18-3.52 tons	25883						
20-Surface-Kinser	Paid by EFT #	10/23/2018	10/23/2018	11/02/2018		1,450.01	
Pike/patching-9/17-	25883						
20-Surface-Madison St.-	Paid by EFT #	10/23/2018	10/23/2018	11/02/2018		19,233.28	
9/11-9/13/18-594.79	25883						
20-Tac for Asphalt Paving-	Paid by EFT #	10/23/2018	10/23/2018	11/02/2018		1,200.00	
400 gallons-9/21/18	25883						
Account 52330 - Street , Alley, and Sewer Material Totals 6							\$27,847.85

Account 53110 - Engineering and Architectural  
399 - American Structurepoint, INC 110662  
1380 - DLZ Indiana, LLC 823802

13-Adams St. SW &	Paid by EFT #	10/23/2018	10/23/2018	11/02/2018		2,745.00	
Intersection Proj.-8/1-	25753						
13-Tapp & Rockport	Paid by EFT #	10/23/2018	10/23/2018	11/02/2018		205.56	
Road (Design)-prof. serv.	25805						
Account 53110 - Engineering and Architectural Totals 2							\$2,950.56
Program 020000 - Main Totals 8							\$30,798.41
Department 02 - Public Works Totals 8							\$30,798.41
Fund 601 - Cum Cap Development(S2391) Totals 8							\$30,798.41

Fund 730 - Solid Waste (S6401)  
Department 16 - Sanitation  
Program 160000 - Main  
Account 52310 - Building Materials and Supplies





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53005 - Menards, INC	07561	19-Sanitation-hand soap	Paid by Check # 10/23/2018	10/23/2018	11/02/2018	11.94	
			68633				
Account 52310 - Building Materials and Supplies Totals					1	\$11.94	
Account 52420 - Other Supplies							
313 - Fastenal Company	INBLM208369	16-employee gloves, ear plugs, mix sticks-9/28/18	Paid by EFT # 25815	10/23/2018	10/23/2018	11/02/2018	492.63
Account 52420 - Other Supplies Totals					1	\$492.63	
Account 53130 - Medical							
231 - Indiana University Health Bloomington, INC	00081612-00	16-C. Konermann-drug screen DOT 5 Panel E	Paid by EFT # 25853	10/23/2018	10/23/2018	11/02/2018	45.00
231 - Indiana University Health Bloomington, INC	00081614-00	16-J. Morrow-Drug screen DOT 5 Panel E	Paid by EFT # 25853	10/23/2018	10/23/2018	11/02/2018	45.00
Account 53130 - Medical Totals					2	\$90.00	
Account 53510 - Electrical Services							
223 - Duke Energy	FACSUM-101218	19-CH/off site facilities- electric summary bill-	Paid by Check # 68607	10/22/2018	10/22/2018	10/22/2018	241.59
Account 53510 - Electrical Services Totals					1	\$241.59	
Account 53920 - Laundry and Other Sanitation Services							
19171 - Aramark Uniform & Career Apparel Group, INC	1823630289	16-mat/towel services- 10/17/18	Paid by EFT # 25758	10/23/2018	10/23/2018	11/02/2018	30.74
19171 - Aramark Uniform & Career Apparel Group, INC	1823630288	16-uniform rental (minus payroll ded)-10/17/18	Paid by EFT # 25758	10/23/2018	10/23/2018	11/02/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	1823621393	16-mat/towel services- 10/10/18	Paid by EFT # 25758	10/23/2018	10/23/2018	11/02/2018	34.86
19171 - Aramark Uniform & Career Apparel Group, INC	1823621392	16-uniform rental (minus payroll ded)-10/10/18	Paid by EFT # 25758	10/23/2018	10/23/2018	11/02/2018	7.49
Account 53920 - Laundry and Other Sanitation Services Totals					4	\$80.58	
Account 53950 - Landfill							
52226 - Hoosier Transfer Station-3140	3140-000015177	16-trash disposal fees- 9/17-9/28/18	Paid by EFT # 25839	10/23/2018	10/23/2018	11/02/2018	11,672.80
52226 - Hoosier Transfer Station-3140	3140-000015120	16-trash disposal fees- 9/3-9/15/18	Paid by EFT # 25839	10/23/2018	10/23/2018	11/02/2018	10,952.40
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	522	16-yard waste disposal-6 loads-8/1-8/31/18	Paid by EFT # 25844	10/23/2018	10/23/2018	11/02/2018	150.00
Account 53950 - Landfill Totals					3	\$22,775.20	
Program 160000 - Main Totals					12	\$23,691.94	
Department 16 - Sanitation Totals					12	\$23,691.94	
Fund 730 - Solid Waste (S6401) Totals					12	\$23,691.94	

Fund 800 - Risk Management(S0203)  
 Department 10 - Legal  
 Program 100000 - Main  
 Account 52110 - Office Supplies





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651 - Engraving & Stamp Center, INC	31374	10-2 notary stamps- includes	Paid by EFT # 25810	10/23/2018	10/23/2018	11/02/2018	45.45
			Account 52110 - Office Supplies Totals	1			\$45.45
Account 52430 - Uniforms and Tools							
327 - Hoosier Workwear Outlet, INC	348322	10-J. Hardin-safety shoes	Paid by EFT # 25840	10/23/2018	10/23/2018	11/02/2018	100.00
327 - Hoosier Workwear Outlet, INC	348306	10-S. Antos-safety shoes	Paid by EFT # 25840	10/23/2018	10/23/2018	11/02/2018	100.00
327 - Hoosier Workwear Outlet, INC	348170	10-J. Waggoner-safety shoes	Paid by EFT # 25840	10/23/2018	10/23/2018	11/02/2018	100.00
327 - Hoosier Workwear Outlet, INC	348169	10-J. Arthur-safety shoes	Paid by EFT # 25840	10/23/2018	10/23/2018	11/02/2018	100.00
327 - Hoosier Workwear Outlet, INC	348168	10-G. Avendano-safety shoes	Paid by EFT # 25840	10/23/2018	10/23/2018	11/02/2018	100.00
54207 - Smith's Shoe Center	939	10-K. Ennis & T. Zimmerman-safety shoes	Paid by EFT # 25934	10/23/2018	10/23/2018	11/02/2018	168.79
			Account 52430 - Uniforms and Tools Totals	6			\$668.79
Account 53420 - Worker's Comp & Risk							
2618 - Southeastern Indiana Health Operations, INC (SIHO)	2018125	12 WC Admin & Medical Inv 2018125	Paid by EFT # 25744	10/22/2018	10/22/2018	10/22/2018	20,029.16
2618 - Southeastern Indiana Health Operations, INC (SIHO)	2018126	12 WC Admin & Medical Inv 2018126	Paid by EFT # 25745	10/22/2018	10/22/2018	10/22/2018	4,419.42
			Account 53420 - Worker's Comp & Risk Totals	2			\$24,448.58
			Program 100000 - Main Totals	9			\$25,162.82
			Department 10 - Legal Totals	9			\$25,162.82
			Fund 800 - Risk Management(S0203) Totals	9			\$25,162.82
Fund 801 - Health Insurance Trust							
Department 12 - Human Resources							
Program 120000 - Main							
Account 53990 - Other Services and Charges							
3977 - Cigna Health & Life Insurance Company	2369247	12-October 2018 DentalVisionAdmin\$9,000	Paid by EFT # 25789	10/23/2018	10/23/2018	11/02/2018	2,166.50
18539 - Life Insurance Company Of North America	Sept 2018	12-September 2018 LINA \$32,998.78	Paid by EFT # 25877	10/23/2018	10/23/2018	11/02/2018	4,221.10
17785 - The Howard E. Nyhart Company, INC	0144153	12-Nyhart Admin Fee FSA/HSA Gym/Massage	Paid by EFT # 25953	10/23/2018	10/23/2018	11/02/2018	1,081.78
			Account 53990 - Other Services and Charges Totals	3			\$7,469.38
Account 53990.1278 - Other Services and Charges Disability LTD							
18539 - Life Insurance Company Of North America	Sept 2018	12-September 2018 LINA \$32,998.78	Paid by EFT # 25877	10/23/2018	10/23/2018	11/02/2018	6,470.75
			Account 53990.1278 - Other Services and Charges Disability LTD Totals	1			\$6,470.75
			Program 120000 - Main Totals	4			\$13,940.13





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Department 12 - Human Resources Totals	4	\$13,940.13
Fund 801 - Health Insurance Trust Totals	4	\$13,940.13

## Fund 802 - Fleet Maintenance(\$9500)

### Department 17 - Fleet Maintenance

#### Program 170000 - Main

#### Account 52230 - Garage and Motor Supplies

50605 - Bauer Built, INC	360085089	17-tires	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25760	452.00
50605 - Bauer Built, INC	360084799	17-tires	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25760	77.00
50605 - Bauer Built, INC	360085009	17-tires	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25760	828.11
50605 - Bauer Built, INC	360084498	17-tires	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25760	480.00
4693 - Monroe County Tire & Supply, INC	038544	17-tires	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25887	105.25
4693 - Monroe County Tire & Supply, INC	038541	17-tires	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25887	461.00
4693 - Monroe County Tire & Supply, INC	038540	17-tires	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25887	85.00
4693 - Monroe County Tire & Supply, INC	038458	17-tires	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25887	643.44
4693 - Monroe County Tire & Supply, INC	038499	17-tires	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25887	183.56

Account 52230 - Garage and Motor Supplies Totals 9 \$3,315.36

#### Account 52240 - Fuel and Oil

613 - Hoosier Penn Oil Company, INC	1054157-IN	17-oil and fluids	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25837	1,044.00
349 - White River Cooperative, INC	5708248	17 - Diesel and Unleaded fuels	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25970	21,592.52
349 - White River Cooperative, INC	5708267	17 - Diesel and Unleaded fuels	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25970	19,992.13

Account 52240 - Fuel and Oil Totals 3 \$42,628.65

#### Account 52310 - Building Materials and Supplies

409 - Black Lumber Co. INC	380419	19-Fleet Maint-100W bulbs-4 pk	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25766	19.99
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Account 52310 - Building Materials and Supplies Totals 1 \$19.99

#### Account 52320 - Motor Vehicle Repair

244 - Bloomington Ford, INC	5063000	17-misc parts	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25770	24.56
244 - Bloomington Ford, INC	5062976	17-misc parts	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25770	115.19
244 - Bloomington Ford, INC	5062950	17-misc parts	Paid by EFT # 10/23/2018 10/23/2018 11/02/2018 25770	16.33





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244 - Bloomington Ford, INC	5062866	17-misc parts	Paid by EFT # 25770	10/23/2018	10/23/2018	11/02/2018	39.02
244 - Bloomington Ford, INC	5062917	17-misc parts	Paid by EFT # 25770	10/23/2018	10/23/2018	11/02/2018	262.58
14069 - Carmichael Truck & Automotive Service, INC	045793	17-#663 winch motor	Paid by EFT # 25781	10/23/2018	10/23/2018	11/02/2018	307.03
4335 - Circle Distributing, INC	03LJ5852	17-misc parts	Paid by EFT # 25792	10/23/2018	10/23/2018	11/02/2018	378.00
4335 - Circle Distributing, INC	03LJ6216	17-misc parts	Paid by EFT # 25792	10/23/2018	10/23/2018	11/02/2018	56.28
4335 - Circle Distributing, INC	03LJ0786	17-core credit	Paid by EFT # 25792	10/23/2018	10/23/2018	11/02/2018	(182.75)
4335 - Circle Distributing, INC	03LJ3304	17-misc parts	Paid by EFT # 25792	10/23/2018	10/23/2018	11/02/2018	114.76
4335 - Circle Distributing, INC	03LJ3317	17-misc parts	Paid by EFT # 25792	10/23/2018	10/23/2018	11/02/2018	26.86
4335 - Circle Distributing, INC	03LJ3350	17-misc parts	Paid by EFT # 25792	10/23/2018	10/23/2018	11/02/2018	93.24
4335 - Circle Distributing, INC	03LJ4523	17-misc parts	Paid by EFT # 25792	10/23/2018	10/23/2018	11/02/2018	16.51
4335 - Circle Distributing, INC	03LJ0684	17-misc parts	Paid by EFT # 25792	10/23/2018	10/23/2018	11/02/2018	53.50
4466 - Clarke Power Services, INC	C107035344:01	17-#4211 air tanks and brackets	Paid by Check # 68614	10/23/2018	10/23/2018	11/02/2018	64.58
6625 - Hilton Ventilation & Industrial Company, LLC	590	17-stock leaf screens	Paid by EFT # 25834	10/23/2018	10/23/2018	11/02/2018	900.00
2692 - Illiana Truck Parts, INC	16618	17-#437 fuel tank	Paid by EFT # 25847	10/23/2018	10/23/2018	11/02/2018	300.00
4044 - Industrial Hydraulics, INC	0403556-IN	17-MISC HYD FITTINGS AND HARDWARE	Paid by EFT # 25854	10/23/2018	10/23/2018	11/02/2018	81.02
796 - Interstate Battery System of Bloomington, INC	30036059	17-batteries	Paid by EFT # 25858	10/23/2018	10/23/2018	11/02/2018	84.43
796 - Interstate Battery System of Bloomington, INC	139839	17-misc parts	Paid by EFT # 25858	10/23/2018	10/23/2018	11/02/2018	99.00
6262 - Koenig Equipment, INC	P05317	17-#794 hyd cylinder, hardware and lights	Paid by EFT # 25870	10/23/2018	10/23/2018	11/02/2018	1,499.20
5260 - M&K Holding Company	369490IN	17 - Stock Coolant Sensors	Paid by Check # 68632	10/23/2018	10/23/2018	11/02/2018	93.16
5260 - M&K Holding Company	368878IN	17-#958 mirror housing	Paid by Check # 68632	10/23/2018	10/23/2018	11/02/2018	17.60
2974 - MacAllister Machinery Co, INC	R67263616401	17-#606 repair broken wire on engine harness	Paid by EFT # 25881	10/23/2018	10/23/2018	11/02/2018	806.07
2974 - MacAllister Machinery Co, INC	P536173	17-#657 outrigger pad assy	Paid by EFT # 25881	10/23/2018	10/23/2018	11/02/2018	124.12
2974 - MacAllister Machinery Co, INC	P587258	17-part return credit	Paid by EFT # 25881	10/23/2018	10/23/2018	11/02/2018	(160.40)





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53385 - O'Reilly Automotive Stores, INC	1903-400200	17-#p135 led bulbs	Paid by Check # 10/23/2018	10/23/2018	11/02/2018	15.26
53385 - O'Reilly Automotive Stores, INC	EB57355783	17-credit	68637 Paid by Check # 10/23/2018	10/23/2018	11/02/2018	(6.77)
6095 - Old Dominion Brush Company, INC	6330577	17-#479 bearing	68637 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	240.00
6095 - Old Dominion Brush Company, INC	6343048	17-#464 hopper seal and hardware	25900 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	169.02
16069 - Palmer Trucks, INC	I147695	17-#774 coolant switch	25900 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	65.60
786 - Richard's Small Engine, INC	321627	17-#739 blades and belts	25905 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	231.78
786 - Richard's Small Engine, INC	321045	17-#721 seat w/switch	25923 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	361.83
4845 - RPM Machinery, LLC	P30456	17-#668 neutral safety switch	25923 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	70.75
19681 - Southeastern Equipment Co, INC	B90434	17-stock mower blades and hardware	25925 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	653.70
54351 - Sternberg, INC	935693	17 - #422, 438, AND 439 Spring pins	25936 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	142.36
54351 - Sternberg, INC	935681	17 - #422 valves	25942 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	96.05
54351 - Sternberg, INC	935656	17 - #422 step supports	25942 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	93.12
54351 - Sternberg, INC	935658	17 - #422 step supports	25942 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	598.96
4139 - Temco Machinery, INC (Global Emergency Products)	AG65954	17-#396 belt	25942 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	101.26
622 - Truck Country of Indiana, INC (Stoops Freightliner	X301361870:02	17-#391/674 maxi rods and door lever	25950 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	139.42
622 - Truck Country of Indiana, INC (Stoops Freightliner	X301361870:01	17-#391/674 maxi rods and door lever	25958 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	16.63
4606 - Truck Service, INC	I261329	17 - #422, 432 and 439 Springs and U-bolts	25958 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	3,380.10
2096 - West Side Tractor Sales Co.	B28798	17-#782 dipstick	25959 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	151.37
2096 - West Side Tractor Sales Co.	B28622	17-#655 starter	25969 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	681.02
Account 52320 - Motor Vehicle Repair Totals 45						<u>\$12,431.35</u>
Account 52420 - Other Supplies						
21104 - Cummins Crosspoint, LLC	010-23892	17 - Qsol Diagnostic software	Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	750.00
177 - Indiana Oxygen Company, INC	9129031	17 - gases, tools for welding and torches	25797 Paid by EFT # 10/23/2018	10/23/2018	11/02/2018	117.90
			25851			





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6441 - Ott Equipment Service, INC	37164	17 - light kit for drive on lift	Paid by EFT # 25901	10/23/2018	10/23/2018	11/02/2018	884.00
			Account 52420 - Other Supplies Totals	3			\$1,751.90
Account 53510 - Electrical Services							
223 - Duke Energy	FACSUM-101218	19-CH/off site facilities-electric summary bill-	Paid by Check # 68607	10/22/2018	10/22/2018	10/22/2018	219.80
			Account 53510 - Electrical Services Totals	1			\$219.80
Account 53610 - Building Repairs							
21104 - Cummins Crosspoint, LLC	001-19177	19-Fleet Maint-generator inspection-10/10/18	Paid by EFT # 25797	10/23/2018	10/23/2018	11/02/2018	321.40
			Account 53610 - Building Repairs Totals	1			\$321.40
Account 53620 - Motor Repairs							
941 - Central Indiana Truck Equipment Corporation	24998	17 - #958 auto lift repair	Paid by EFT # 25786	10/23/2018	10/23/2018	11/02/2018	101.36
4046 - Heritage-Crystal Clean, INC	15348720	17-misc services	Paid by EFT # 25832	10/23/2018	10/23/2018	11/02/2018	100.00
4046 - Heritage-Crystal Clean, INC	15332911	17-misc services	Paid by EFT # 25832	10/23/2018	10/23/2018	11/02/2018	526.50
4474 - Ken's Westside Service & Towing, LLC	18-0911-18876	17-towing	Paid by EFT # 25865	10/23/2018	10/23/2018	11/02/2018	442.00
4474 - Ken's Westside Service & Towing, LLC	18-1009-19949	17-towing	Paid by EFT # 25865	10/23/2018	10/23/2018	11/02/2018	85.00
4474 - Ken's Westside Service & Towing, LLC	18-1010-19979	17-towing	Paid by EFT # 25865	10/23/2018	10/23/2018	11/02/2018	35.00
4474 - Ken's Westside Service & Towing, LLC	18-0927-19496	17-towing	Paid by EFT # 25865	10/23/2018	10/23/2018	11/02/2018	116.00
2974 - MacAllister Machinery Co, INC	R67263616401	17-#606 repair broken wire on engine harness	Paid by EFT # 25881	10/23/2018	10/23/2018	11/02/2018	250.00
6146 - Ray Skillman Hoosier Ford, INC	FOCS57884	17 - repair to unit 420 - valve	Paid by EFT # 25916	10/23/2018	10/23/2018	11/02/2018	672.52
6476 - Samuel D Wray (Wray Automotive)	567	17-alignment	Paid by EFT # 25978	10/23/2018	10/23/2018	11/02/2018	50.00
			Account 53620 - Motor Repairs Totals	10			\$2,378.38
Account 53920 - Laundry and Other Sanitation Services							
19171 - Aramark Uniform & Career Apparel Group, INC	1823630297	17 - Uniforms, mats and towels	Paid by EFT # 25758	10/23/2018	10/23/2018	11/02/2018	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	1823630296	17 - mats and towels	Paid by EFT # 25758	10/23/2018	10/23/2018	11/02/2018	70.34
19171 - Aramark Uniform & Career Apparel Group, INC	1823621400	17 - mats and towels	Paid by EFT # 25758	10/23/2018	10/23/2018	11/02/2018	68.26
19171 - Aramark Uniform & Career Apparel Group, INC	1823621401	17 - Uniforms	Paid by EFT # 25758	10/23/2018	10/23/2018	11/02/2018	15.89
			Account 53920 - Laundry and Other Sanitation Services Totals	4			\$170.38





# Board of Public Works Claim Register

Invoice Date Range 10/22/18 - 11/02/18

Program 170000 - Main Totals	77	\$63,237.21
Department 17 - Fleet Maintenance Totals	77	\$63,237.21
Fund 802 - Fleet Maintenance(\$9500) Totals	77	\$63,237.21

Fund 804 - Insurance Voluntary Trust  
Department 12 - Human Resources  
Program 120000 - Main

Account 53990.1241 - Other Services and Charges Vision

3977 - Cigna Health & Life Insurance Company	2369247	12-October 2018	Paid by EFT #	10/23/2018	10/23/2018	11/02/2018	6,833.62
		DentalVisionAdmin\$9,000	25789				
Account 53990.1241 - Other Services and Charges Vision Totals							1
							\$6,833.62

Account 53990.1271 - Other Services and Charges Section 125 - URM- City

17785 - The Howard E. Nyhart Company, INC	10202018daily	12-City URM 2018	Paid by EFT # 25742	10/22/2018	10/22/2018	10/22/2018	175.42
17785 - The Howard E. Nyhart Company, INC	101918Daily	City URM 2018	Paid by EFT # 25743	10/22/2018	10/22/2018	10/22/2018	107.49
17785 - The Howard E. Nyhart Company, INC	10222018dailyu	12-City URM 2018	Paid by EFT # 25746	10/23/2018	10/23/2018	10/23/2018	10.00
17785 - The Howard E. Nyhart Company, INC	102418daily	12-	Paid by EFT # 25981	10/25/2018	10/25/2018	10/25/2018	39.71
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals							4
							\$332.62

Account 53990.1273 - Other Services and Charges Term Life

18539 - Life Insurance Company Of North America	Sept 2018	12-September 2018 LINA	Paid by EFT #	10/23/2018	10/23/2018	11/02/2018	13,883.12	
		\$32,998.78	25877					
Account 53990.1273 - Other Services and Charges Term Life Totals							1	\$13,883.12

Account 53990.1277 - Other Services and Charges Disability STD

18539 - Life Insurance Company Of North America	Sept 2018	12-September 2018 LINA	Paid by EFT #	10/23/2018	10/23/2018	11/02/2018	8,423.81
		\$32,998.78	25877				
Account 53990.1277 - Other Services and Charges Disability STD Totals							1
							\$8,423.81

Account 53990.1281 - Other Services and Charges Section 125 - URM- Util

17785 - The Howard E. Nyhart Company, INC	102318Daily	12-Util URM	Paid by EFT # 25747	10/24/2018	10/24/2018	10/24/2018	24.57
17785 - The Howard E. Nyhart Company, INC	102418daily	12-	Paid by EFT # 25981	10/25/2018	10/25/2018	10/25/2018	25.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals						2	\$49.57

Account 53990.1283 - Other Services and Charges Health Savings Account

17785 - The Howard E. Nyhart Company, INC	102618 Payroll	12-HSA EE Contributions for 2018	Paid by EFT # 25980	10/25/2018	10/25/2018	10/25/2018	16,485.21
Account 53990.1283 - Other Services and Charges Health Savings Account Totals							1
							\$16,485.21

Program 120000 - Main Totals	10	\$46,007.95
Department 12 - Human Resources Totals	10	\$46,007.95





# Board of Public Works Claim Register

Invoice Date Range 10/22/18 - 11/02/18

Fund 978 - City 2016 GO Bond Proceeds  
Department 06 - Controller's Office  
Program 06016B - 2016 B Ped/Signal/Intersection  
Account 54510 - Other Capital Outlays  
7059 - Eagle Ridge Civil Engineering Services, 169-02 LLC

Program 06016D - 2016 D Multi Use Paths  
Account 54310 - Improvements Other Than Building  
7059 - Eagle Ridge Civil Engineering Services, 154-13 LLC  
7059 - Eagle Ridge Civil Engineering Services, 155-11 LLC

Fund 804 - Insurance Voluntary Trust Totals 10						\$46,007.95
13-Downtown Curb	Paid by EFT #	10/23/2018	10/23/2018	11/02/2018		15,068.50
Ramps PH 2-Inv. date	25806					
Account 54510 - Other Capital Outlays Totals 1						\$15,068.50
Program 06016B - 2016 B Ped/Signal/Intersection Totals 1						\$15,068.50
13-Winslow Avenue	Paid by EFT #	10/23/2018	10/23/2018	11/02/2018		1,932.50
Sidepath-Inv. date	25806					
13-Henderson Street	Paid by EFT #	10/23/2018	10/23/2018	11/02/2018		4,967.00
Sidepath-Inv. date	25806					
Account 54310 - Improvements Other Than Building Totals 2						\$6,899.50
Program 06016D - 2016 D Multi Use Paths Totals 2						\$6,899.50
Department 06 - Controller's Office Totals 3						\$21,968.00
Fund 978 - City 2016 GO Bond Proceeds Totals 3						\$21,968.00
Grand Totals 315						\$397,605.77









# Board of Public Works Claim Register

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

Sales Tax for September 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 06 - Controller's Office										
Program 060000 - Main										
Account 53990 - Other Services and Charges										
204 - State Of Indiana	Sept 2018 Sales	18-Sept 2018 Sales Tax	Paid by EFT # 25741		10/19/2018	10/19/2018	10/19/2018		10/19/2018	11.49
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$11.49
Program 060000 - Main Totals							Invoice Transactions 1			\$11.49
Department 06 - Controller's Office Totals							Invoice Transactions 1			\$11.49
Fund 101 - General Fund (S0101) Totals							Invoice Transactions 1			\$11.49
Grand Totals							Invoice Transactions 3			\$11.49



## REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/2/2018	Bank Fees				
	Claims				397,605.77
10/18/2018	Sp Utility Cks				43,328.07
	Month Of September HSA/WorkComp/MT & Gym/CIGNA				
10/19/2018	Sales Tax For August 2018				11.49
					<u>440,945.33</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 \$ 440,945.33

Dated this 30th day of October year of 2018.

\_\_\_\_\_  
Kyla Cox Deckard - 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 \_\_\_\_\_