

Board of Public Works
Meeting January 22, 2019



AGENDA
BOARD OF PUBLIC WORKS
January 22, 2019

A Regular Meeting of the Board of Public Work to be held Tuesday, January 22, 2019 at 5:30 p.m., in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana.

I. ELECTION OF OFFICERS

II. MESSAGES FROM BOARD MEMBERS

III. PETITIONS & REMONSTRANCES

IV. CONSENT AGENDA

1. Approval of Minutes – January 8, 2019
2. Approval of Noise Permit for 2019 Parks Department Events
3. Approve Bloomington Digital Underground Action Committee Appointees
4. Approve 2019 PEG Agreement with CATS
5. Approve 2019 CATS Funding Agreement
6. Approve PEG Agreement with WTIU
7. Approve Whitehall Crossing Final Plat Signatures
8. Approve Service Contract with Nature's Way, Inc., for Monthly Maintenance at City Hall
9. Approve Renewal of Agreement with Parkmobile for Parking Meter Services
10. Resolution 2019 – 08: Approve JB's Disposal Services Organic Collection Program
11. Resolution 2019 – 09: Approve 43rd Annual 4th Street Festival of the Arts and Crafts
12. Approve Outdoor Lighting Agreement with Duke Energy on Cottage Grove Avenue from N. Walnut St. to N. Park Ave.
13. Approval of Payroll

V. NEW BUSINESS

1. Resolution 2019 – 01: Approve Right of Way Encroachment for Indiana University Foundation Crosstown Shopping Center Project Located at 1799 – 1811 E. 10th Street
2. Resolution 2019 – 07: Approve Right of Way Encroachment request from Park South LLC at 600 E. Hillside Dr.
3. Approve Contract Supplemental #1 for Preliminary Engineering Services for the Jackson Trail Phase II Project
4. Approve Contract with Owen Valley Flooring Inc., to Replace Stair Trends at Fire Station #1
5. Approve Board of Public Works Appointment to the Plan Commission

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.

The Board of Public Works meeting was held on Tuesday, January 8, 2019, 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
Dana Palazzo

ROLL CALL

City Staff: Dan Backler – Planning & Transportation
Liz Carter – Planning & Transportation
Matt Smethurst – Planning & Transportation
Adam Wason – Public Works
Christina Smith – Public Works
Michael Large – Public Works
Jackie Moore – City Legal

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

CONSENT AGENDA

1. Approval of Minutes – December 11, 2018
2. Approve Outdoor Lighting Agreement with Duke Energy at 2200 W. Tapp Rd.
3. Approve Agreement with Parks & Recreation Department for Use of Public Facilities and Space for 2019 Farmers and Tuesday Market (April – November)
4. Resolution 2019 – 03: Approve Request from Hartzell’s Ice Cream for Right of Way Encroachment at 111 N. Dunn Street
5. Resolution 2019 – 04: Approve Request from Omega Properties for Right of Way Encroachment at 252 N Walnut St for Arepas Restaurant
6. Approve Agreement for Installation and Maintenance of Unlighted Neighborhood Signage in the Public Right of Way for the Blue Ridge Neighborhood HOA
7. Resolution 2019 – 05 Approve Disposal of Surplus Equipment from City of Bloomington Information Technology Services Department
8. Approval of Warranty Deed Conveying Public Right of Way to the City of Bloomington by Regency Fountain Park LLC
9. Approval of Payroll

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

NEW BUSINESS

Matt Smethurst, Planning & Transportation, presented the contract for consulting services with Strand Associates, Inc. for the city – wide guardrail assessment project. See meeting packet for details.

Approve Contract for Consulting Services with Strand Associates, Inc. for the City-Wide Guardrail Assessment Project

Palazzo made a motion to approve the contract with Strand Associates, Inc. for the city – wide guardrail assessment project. Cox Deckard seconded the motion. Motion is passed. Contract is approved.

Elizabeth Carter, Planning & Transportation, presented the request from Weddle Brothers Construction Group LLC for extension of street closure on E. 13th Street for IU fine art project. See meeting packet for details.

Approve Request from Weddle Brothers Construction Group LLC for Extension of Street Closure on E. 13th Street for the IU Fine Art Project

Palazzo made a motion to approve the request from Weddle Brothers for the extension of street closure on E. 13th Street for the IU fine arts project until Thursday, January 31st, 2019. Cox Deckard seconded the motion. Motion is passed. Request is approved.

Elizabeth Carter, Planning & Transportation, presented the request from Bynum Fanyo LLC for Right – of – Way encroachment on Short Street for the B – Town Co – Housing PUD project. See meeting packet for details.

Resolution 2019 – 02: Approve Request from Bynum Fanyo LLC for Right of Way Encroachment on Short Street for the B-Town Co- Housing PUD project

Board Comments:

Doug Graham, Bynum Fanyo LLC, stated the idea is to continue the Right- of – Way to the east of the proposed project due to steep grading. Cox Deckard asked for confirmation on the project coming back to the Board if there are changes to the as built agreed upon today. Carter confirmed that any changes to the current plan would require the contractor to return to the Board for review.

Palazzo made a motion to approve request from Bynum Fanyo LLC for Right – of – Way encroachment on Short Street for the B – Town Co – Housing PUD project. Cox Deckard seconded the motion. Motion is passed. Request is approved.

Adam Wason, Public Works, presented the contract with HFI for replacement of heat pumps at City Hall. See meeting packet for details.

Approve Contract with HFI for Replacement of Heat Pumps at City Hall

Palazzo made a motion to approve the contract with HFI for replacement of the heat pumps at City Hall. Cox Deckard seconded the motion. Motion is passed. Contract is approved.

Adam Wason, Public Works, presented contract with CE Solutions structural engineers for the 4th Street parking garage repairs. See meeting packet for details.

Approve Contract with CE Solutions Engineering for 4th Street Parking Garage Repairs

Board Comments:

Palazzo asked about the structural construction administration phase of the contract in regard to being liable for fees associated with the contract if it is determined that the garage is unrepairable. Wason stated that it is for fees as rendered. Cox Deckard clarified that the fees will not exceed services of that amount. If services are terminated prior to reaching that amount then fees will be assessed for services rendered. Wason confirmed and stated that Carrie Waldron, CE Solutions Inc, has provided exceptional professional services as this project has progressed. Cox Deckard also asked for clarification of any potential repairs being presented to the Board prior to their completion. Wason confirmed that all bids will be seen by the Board of Public Works. Wason continued that due to State statute and the cost of this project it is considered a Public Works project and all bid proposals will be presented to the Board prior to their completion.

Palazzo made a motion to approve the contract with CE Solutions for the 4th Street parking garage repairs. Cox Deckard seconded the motion. Motion is passed. Contract is approved.

Adam Wason, Public Works, presented amendment #1 and the restatement of memorandum of agreement between INDOT and the City concerning the transfer of certain roads near and along new Interstate 69 and State Road 37 in Monroe County. See meeting packet for details.

Palazzo made a motion to approve amendment #1 and restatement of Memorandum of Agreement between INDOT and the City. Cox Deckard seconded the motion. Motion is passed. Amendment #1 is approved.

**Approve Amendment #1 &
Restatement of Memorandum
of Agreement Between INDOT
and the City Concerning the
Transfer of Certain Roads
Near and Along New Interstate
69 and State Road 37 in
Monroe County**

Adam Wason, Public Works, stated Christmas trees free of any lights, garland, and popcorn strings will be collected through Thursday, Jan 10th. Just a reminder for residents.

**STAFF REPORTS &
OTHER BUSINESS**

Annual leafing has been completed by the Street Department. Wason stated that there was a second round of pickup completed. This project is one of the most difficult due to the inability to know when the leaves or snow will fall. This light winter may allow for other projects to move forward ahead of schedule. Wason expressed his gratitude to the staff at the Street Department for their continued efforts in completing leafing. Wason stated that it is because of Joe VanDeveter and his staff and thanked them again.

Wason encouraged the public to visit the Animal Control Center for pet adoption. The shelter currently has four roosters, sixteen rabbits, and an iguana in addition to a number of dogs and cats. Wason thanked the staff at the Animal shelter for their continued dedication to the well-being of the animals.

Wason wanted to wish Beth Hollingsworth the best as she battles back from injury. Finally Wason wished Board member Dana Palazzo congratulations on her recent engagement.

APPROVAL OF CLAIMS

Palazzo made a motion to approve the claims in the amount of \$ 1, 500,592.45. Cox Deckard seconded the motion. Motion is passed. Claims are approved.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting was adjourned at 5:53pm.

Accepted by:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date: January 22, 2019 Attest to:



Board of Public Works Staff Report

Project/Event: Noise Permits for 2019 Parks Events

Petitioner/Representative: Bloomington Parks and Recreation Department

Staff Representative: Christina Smith

Meeting Date: January 11, 2019

Parks and Recreation Department is requesting noise permits for their Concert Performance Series, Movie Series and other special events in 2019. In your packet is a list of all of the events covered under this request.

These are great community events that are free and open to the general public and staff supports the request.

Recommend ☒ **Approval by:** Christina Smith



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3410 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Bloomington Parks and Recreation 2019 Events		
Location of Event:	Varies. Please see attached list.		
Date of Event:	Varies. Please see attached list.	Time of Event:	Start: Varies
Calendar Day of Week:	Varies. Please see attached list.		End:
Description of Event:	Concerts, Movies, Community Events, etc. Includes the Fourth of July Parade, Bloomington Street Fair, Peoples Park Concert Series, Performing Arts Series, Bloomington Pumpkin Launch, etc.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Crystal Ritter		
Organization:	City of Bloomington Parks and Recreation	Title:	Community Events Coor
Physical Address:	401 N. Morton St., Suite 250, Bloomington, IN 47402		
Email Address:	ritterc@bloomington.in.gov	Phone Number:	812.349.3725
Signature:		Date:	1/11/2019

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Date

Dana Palazzo, Secretary

City of Bloomington Parks and Recreation Department Request for noise permits for 2019 list of events

Bloomington Street Fair

Kirkwood Avenue from Walnut St. to Indiana Ave.

Stages will be located on Dunn St. between 6th St. and Kirkwood Ave. and on Washington St. between 6th St. and Kirkwood Ave. – 12:00 pm – 4:00 pm

4/28/2019

Rain date: 5/19/2019

Strawberry Shortcake Festival

Monroe County Courthouse Concert – 10:30am – 1:30pm

5/2/2019

Peoples Park Concert Series

Peoples Park – 4:00 pm – 6:00 pm

5/14/2019	7/16/2019
5/21/2019	7/23/2019
5/28/2019	7/30/2019
6/4/2019	8/6/2019
6/11/2019	8/13/2019
6/18/2019	8/20/2019
6/25/2019	8/27/2019
7/2/2019	9/3/2019
7/9/2019	9/10/2019

Summer Sampler

Bryan Park – 3:00 pm – 11:00 pm

5/24/2019

Performing Arts Series: Waldron, Hill, and Buskirk Park Concerts

Waldron, Hill, and Buskirk Park – 5:30 pm – 9:00 pm

6/7/2019

6/14/2019

6/21/2019

6/28/2019

7/5/2019

7/12/2019

Rain date: 7/19/2019

Performing Arts Series: Bryan Park Concerts

Bryan Park – 4-8pm

7/14/2019

7/21/2019

7/28/2019

8/4/2019

8/11/2019

Rain date: 8/18/2019

An Evening with the Bloomington Symphony Orchestra

Waldron, Hill, and Buskirk Park – 6:30 pm – 8:30 pm

8/25/2019

Movies in the Parks

Location Varies – 7:00 pm – 11:30 pm

6/7/2019 in Bryan Park

7/18/2019 in Waldron, Hill, and Buskirk Park

7/26/2019 in Bryan Park Pool

Rain date: 7/27/2019 in Bryan Park Pool

8/17/2019 in Reverend Ernest D. Butler Park

9/20/2019 in Bryan Park

10/4/2019 in Bryan Park

Rain date: 8/23/2019 in Bryan Park

Rain date: 10/5/2019 in Bryan Park

Nature Sounds

Location Varies – 6:00 pm – 8:00 pm

4/12/2019 at Lower Cascades Park

5/17/2019 at Reverend Ernest D. Butler Park

Other Events:

Winter Palooza

Bryan Park– 10:00 am - 7:00 pm

2/9/2019

Community Band Concert

Waldron, Hill, & Buskirk Park – 6:00 pm – 9:00 pm

6/16/19

Touch a Truck

Winslow Sports Park – 8:00 am-3:00 pm

6/12/2019

Rain date: 6/13/2019

Taste of Bloomington

401 N. Morton St., Showers Building and Morton Street from 7th to 9th Streets – 12:00 pm

12:00 am

6/22-23/2019

Messy Mania

Bryan Park – 7:00 am - 2:00 pm

7/9/2019

Fourth of July Parade

Downtown from Indiana to College, 3rd Street to 10th Street – 6: 00 am- 12:00 pm
7/4/2019

Slip 'n' Foam

Reverend Ernest D. Butler Park – 9:00 am – 3:30 pm
8/3/2019

Drool in the Pool

Mills Pool – 12:00 pm – 9:00 pm
8/7/2019 & 8/8/2019

Junk in the Trunk

Frank Southern Ice Arena parking lot– 6:00 am - 1:30 pm
8/17/2019

Glow in the Park

Waldon, Hill, and Buskirk Park – 6:00 pm – 11:00 pm
9/21/2019

Dearly Departed Cemetery Tours

Rose Hill Cemetery - 5:00 pm – 10:00 pm
10/11/2019 & 10/12/2019

Trick or Treat Trail

RCA Community Park – 10:00 am-6:00 pm
10/19/2019

Festival of Ghost Stories

Bryan Park – 6:30 pm – 8:00 pm
10/25/2019

Pumpkin Launch

Monroe County Fairgrounds – 10:00 am – 4:00 pm
10/26/2019

Holiday Market

401 N. Morton St., Showers Plaza – 7:00 am – 5:00 pm
11/30/2019

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: BDUAC APPOINTMENTS
DATE: 01/11/2019
CC: ADAM WASON

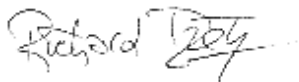
Board Members,

I am pleased to request the reappointment to the BDU Advisory Committee of the following individuals, currently serving:

- Mike Trotzke is an entrepreneur and Co-founder & Managing Member of Sproutbox. He also a board member of the Humanetrix Foundation and the founder of The Combine, an annual technology and entrepreneurship conference. He has served on the BDUAC and contributed greatly to our deliberations. We believe he should be allowed to continue his strong contributions to the City's technology deliberations and related infrastructure initiatives through service on the BDUAC.
- Chris Robb Senior Manager, Research Network Group, Indiana University. Chris has over 20 years of computer networking experience as part of the Indiana University GlobalNOC. He oversaw the implementation of two national network builds for the Internet2 network and served as the Director of Operations and Engineering on those networks. He's currently managing staff that supports the NOAA science network and the IU Research Network. He believes that "Bloomington's digital infrastructure is critically important to its economic future and place within the state as a leader in bridging the digital divide."

Thank you for your consideration of these recommendations to serve on the BDU Advisory Committee.

Warm regards,



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

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: 2019 AGREEMENTS
DATE: 12/06/2018
CC: PHILIPPA GUTHRIE

Board of Public Works Members,

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

2019 CATS Funding Agreement

This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2019 has been budgeted at \$442,402.00, a 1% increase from 2018. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond. We will make four quarterly payments to CATS totaling \$442,402 in 2019, all drawn from the Telecommunications Nonreverting Fund Services Account, line 5398 Community Access TV/Radio.

2019 PEG Content Provider Agreements (CATS & WTIU)

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

Thank you for your consideration of these agreements.

Warm regards,



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

CITY OF BLOOMINGTON
and
MONROE COUNTY PUBLIC LIBRARY
PUBLIC, EDUCATION AND GOVERNMENT CHANNEL
PROGRAMMING AGREEMENT for 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Term. This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2019. This agreement may be rescinded at the City's discretion with a 30-day written notice.

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

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

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

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

Section 10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.

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

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

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

CITY

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

The PEGCP

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

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

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

CITY OF BLOOMINGTON

By: _____
Kyla Cox Deckard, Board of Public Works

Date

By:  _____
John Hamilton, Mayor



12-13-18
Date

MONROE COUNTY PUBLIC LIBRARY:

By: Marilyn Wood
Marilyn Wood, Director

12/12/18
Date

COMMUNITY ACCESS TELEVISION SERVICES:

By: Michael White
Michael White, Station Manager

12-12-18
Date

Date

MONROE COUNTY PUBLIC LIBRARY:

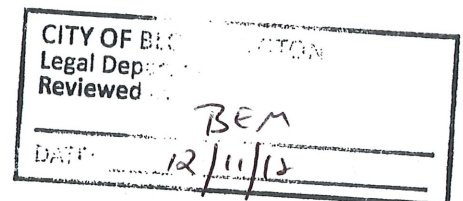
By: _____
Marilyn Wood, Director

Date

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, Station Manager

Date



CITY OF BLOOMINGTON
Controller
Reviewed by: _____
DATE: 12-12-18
FUND/ACCT: 24

**CITY OF BLOOMINGTON and
MONROE COUNTY PUBLIC LIBRARY
CATS FUNDING AGREEMENT for 2019**

This Agreement is entered into on the 22 day of January, 2019 at Bloomington, Indiana, by and between the Board of Public Works of the City of Bloomington, hereinafter referred to as the "City", the Monroe County Public Library, hereinafter referred to as "Library", and Community Access Television Services, hereinafter referred to as "CATS." CATS and the Library agree to provide services as set forth below and comply with all provisions of this Agreement, and the City agrees to provide funding as set forth below.

Article I. Services to be provided by Library.

CATS and the Library agree as follows:

- (a) To cablecast live coverage of City of Bloomington Common Council, Plan Commission, Board of Public Works, Board of Zoning Appeals, Board of Parks Commissioners, Bloomington Redevelopment Commission and Utilities Service Board meetings, if given at least one week's notice by the City of the meeting times. These meetings will also be replayed at least twice during the week they occur, and will be webcast as feasible by CATS. Upon request by the Office of the Mayor or City ITS Department, the Library will provide the City with free copies in the specified format of any of the above cablecast meetings or other meetings and events described elsewhere in this agreement.
- (b) To provide permanent archival digital storage of meetings which CATS cablecasts.
- (c) To provide off-premise secure backup (cloud backup is acceptable).
- (d) To provide live internet streaming of meetings.
- (e) To provide access to meetings through a browseable and searchable website.
- (f) To provide access to meetings through social media.
- (g) To provide access to meetings through over-the-top video devices (via YouTube for instance.)
- (h) To explore the following with the City in 2019 with the intent of deployment in 2020 or before:
 - i To provide automated transcription of meeting content.
- (i) To produce weekly editions of "Pets without Partners" and provide cablecasts of other meetings and events, and to produce programs on community services and issues as requested by the City. The content of all City public meetings broadcast by CATS shall be

placed in the public domain, meaning that the work may be freely reproduced, distributed, transmitted, used, modified, built upon, or otherwise exploited by anyone for any purpose, commercial or non-commercial, and in any way, including by methods that have not yet been invented or conceived. CATS may not assert any copyright claim and no right shall attach to City public meeting broadcasts.

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

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

Reports shall be submitted to the Information & Technology Services Department, the Office of the City Controller and the Office of the Mayor no later than 30 days after the following dates: March 31; June 30; September 30 and December 31. In addition, the Library shall provide on a timely basis such financial reports as requested by the City in addition to quarterly reports in the format as referenced above.

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

Article II. Designated use of Agreement Funds and Equipment.

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

- (a) To pay for services rendered in accordance with this Agreement.
- (b) To utilize to the maximum extent feasible funds received from all sources of revenue.
- (c) To refund to the City of Bloomington funds received under this Agreement which may later be determined to have been received or expended in noncompliance with the Agreement as a result of audit by the State Board of Accounts or Library, pursuant to the terms of this Agreement.

- (d) To return all equipment made available through this Agreement within one week if requested by the City or upon termination of this Agreement.
- (e) To utilize equipment made available through this Agreement solely in the provision of services as outlined herein.

Article III. Data on Affirmative Action.

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

Article IV. Funding Procedure.

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

- (a) The Library will submit a signed claim voucher or invoice to the Information and Technology Services Department of the City of Bloomington, ITS, which will be processed in accordance with the City's normal practice for payments and reimbursements. Invoices may be submitted at the beginning of each quarter – January, April, July, and October.
- (b) The City will provide funding at the rate of **\$110,600.50** quarterly for the calendar year beginning January 1, 2018, with the total not to exceed **\$442,402.00**.

Article V. Accounting Procedures.

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

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

- (d) Effective control over and accountability for all funds, property and other assets. The Library will adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

Article VI. Program Monitoring and Library Reporting Requirements.

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

Article VII. Access to Records.

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

Article VIII. Retention of Records.

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

- (a) These records shall be retained beyond the three-year period if audit findings have not been resolved, in which case such records shall be retained until any audit findings are resolved.
- (b) At the request of the City any records pertinent to the program funded by this Agreement are to be transferred to the City if the City determines that the records possess long-term retention value, in which case the Library shall be exempt from the three-year retention period above.

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

Article IX. Termination of Agreement.

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

It is further agreed that the City or the Library may terminate funding in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate

with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial terminations, the portion to be terminated. The Library shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The City shall allow full credit to the Library for the allocable portion of noncancellable obligations, properly incurred by the Library prior to termination.

Article X. Forfeiture of Funds for Noncompliance.

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

Article XI. Verification of Work Status.

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

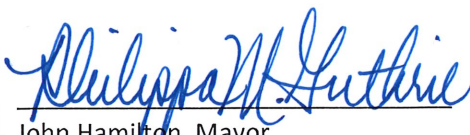
Article XII. Investment Activities in Iran

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

CITY OF BLOOMINGTON

By: _____
Kyla Cox Deckard, Board of Public Works

Date: _____

By:  _____
for John Hamilton, Mayor
Date: 12-13-18

By: Marilyn Wood
Marilyn Wood, Director

Date: 12/12/18

COMMUNITY ACCESS TELEVISION SERVICES:

By: Michael White
Michael White, General Manager

Date: 12-12-18

MONROE COUNTY PUBLIC LIBRARY:

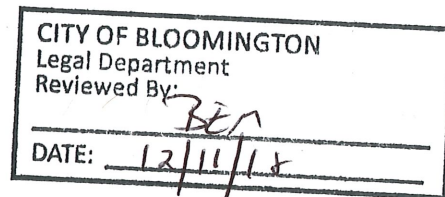
By: _____
Marilyn Wood, Director

Date: _____

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, General Manager

Date: _____



CITY OF BLOOMINGTON
Controller
Reviewed by: _____
DATE: 1-12-18
FUND/ACCT: 401-256000-53280
2019 Fund

**CITY OF BLOOMINGTON
and
WTIU/INDIANA UNIVERSITY
PUBLIC, EDUCATION AND GOVERNMENT CHANNEL
PROGRAMMING AGREEMENT for 2019**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Term. This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2019. This agreement may be rescinded at the City's discretion with a 30-day written notice.

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

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

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

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

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

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

Section 10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.

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

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

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

CITY

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

The PEGCP

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

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

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

CITY OF BLOOMINGTON

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

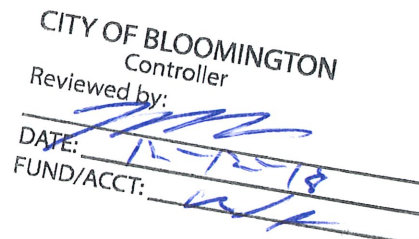
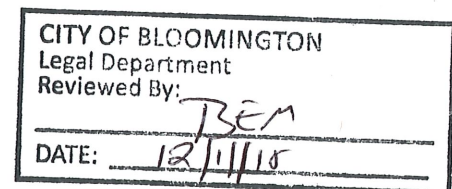
Date

for By: Philip M. Guthrie
John Hamilton, Mayor
12-13-18

Date

WTIU

By: _____
Date: _____



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Information & Technology Services Dept.
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CITY OF BLOOMINGTON

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

Date

By: _____
John Hamilton, Mayor

Date

WTIU
By: Donald A. Tucker

Date: 1/14/19

MNG



Board of Public Works Staff Report

Project/Event: Request signatures for Whitehall Plaza – Final Plat

Staff Representative: Dan Backler

Petitioner/Representative: Smith/Brehob, Don Kocarek

Date: 1/22/2019

Report: The Whitehall Plaza Final Plat recently went through the Plat Committee. It is a subdivision of an existing platted parcel. There is no dedication of right-of-way but a signature from the Board of Public Works is required.

Recommendation: Staff recommends the approval of the Final Plat.

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

WHITEHALL PLAZA FINAL PLAT

OWNER CERTIFICATION

WHITEHALL ASSOCIATES LP, WHITEHALL INVESTMENT G.P., LLC OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO PARCELS IN ACCORDANCE WITH THIS PLAT. THE WITHIN PLAT SHALL BE KNOWN AS WHITEHALL PLAZA FINAL PLAT.

THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE BOUND BY ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.

THERE ARE STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "EASEMENT" BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERRECTED OR MAINTAINED IN THESE STRIPS.

THERE ARE BUILDING SETBACKS LINES ESTABLISHED BY THIS PLAT. BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERRECTED OR MAINTAINED BETWEEN SAID LINES AND THE PROPERTY LINES.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2018.

John B. Urbahn
JOHN B. URBAN, MANAGER
WHITEHALL INVESTMENT G.P., LLC, GENERAL PARTNER

STATE OF INDIANA/SS:

COUNTY OF MONROE)

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PERSONALLY APPEARED JOHN URBAN OF WHITEHALL ASSOCIATES, LP, PERSONALLY KNOWN TO ME TO BE THE OWNERS OF THE DESCRIBED REAL ESTATE, AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING SUBDIVISION OF THE REAL ESTATE AS SHOWN AS A VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 11TH DAY OF

December, 2018.

MY COMMISSION EXPIRES:

D. James J. Hill
NOTARY PUBLIC
A RESIDENT OF Hamilton COUNTY

GENERAL NOTES

- 1) BASED UPON A SCALED INTERPRETATION OF THE FLOOD INSURANCE RATE MAP (18105C0137D) FOR MONROE COUNTY, INDIANA, DATED DECEMBER 17, 2010, THE SUBJECT PROPERTY IS PARTIALLY LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA (ZONE AE), AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE NATIONAL FLOOD INSURANCE PROGRAM.
- 2) ALL MONUMENTS FOUND IN PERFORMANCE OF THIS SURVEY WERE FOUND FLUSH WITH THE EXISTING GROUND UNLESS OTHERWISE NOTED, AND THE AGE AND ORIGIN OF SAID FOUND MONUMENTS ARE UNKNOWN UNLESS OTHERWISE NOTED.
- 3) ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE LABELED.

OWNER/SUBDIVIDER

WHITEHALL ASSOCIATES, LP
7914 N. SHADELAND AVE.
INDIANAPOLIS, IN 46250
PHONE 317-596-8600
BOOK: 284 PAGE: 71
PARCEL 53-09-01-100-042-000-016

BASIS OF BEARINGS:
INDIANA STATE PLANE,
WEST ZONE

LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 2 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, THENCE NORTH 89 DEGREES 44 MINUTES 41 SECONDS WEST (INDIANA STATE PLANE, WEST ZONE) ALONG THE NORTH LINE THEREOF 1540.70 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 44 SECONDS EAST 304.70 FEET TO THE POINT OF BEGINNING AND TO THE NORTHWEST CORNER OF WARRANTY DEED 2347/1, THE NEXT (6) COURSES ARE ON THE PERIMETER OF SAID DEED; (1) THENCE CONTINUING SOUTH 00 DEGREES 33 MINUTES 44 SECONDS EAST 685.10 FEET; (2) THENCE SOUTH 89 DEGREES 44 MINUTES 41 SECONDS EAST 908.00 FEET; (3) THENCE NORTH 00 DEGREES 33 MINUTES 44 SECONDS WEST 280.00 FEET; (4) THENCE NORTH 89 DEGREES 44 MINUTES 41 SECONDS WEST 145.00 FEET; (5) THENCE NORTH 00 DEGREES 33 MINUTES 44 SECONDS WEST 385.10 FEET; (6) THENCE NORTH 89 DEGREES 44 MINUTES 41 SECONDS WEST 783.00 FEET TO THE POINT OF BEGINNING, CONTAINING 12.58 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA.

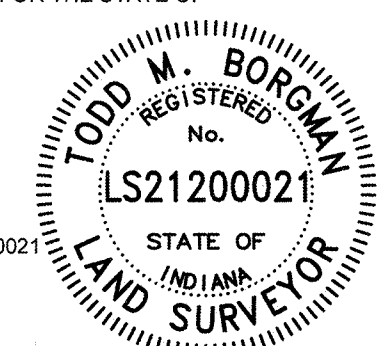
DATED AUGUST 15, 2018

TMB

TODD M. BORGMAN

REGISTERED LAND SURVEYOR NO. 212000221

STATE OF INDIANA



I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW, (TODD BORGMAN)

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ORDINANCE ADAPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON AS FOLLOWS:

APPROVED BY THE BOARD OF PUBLIC WORKS:

KYLA COX DECKARD, PRESIDENT

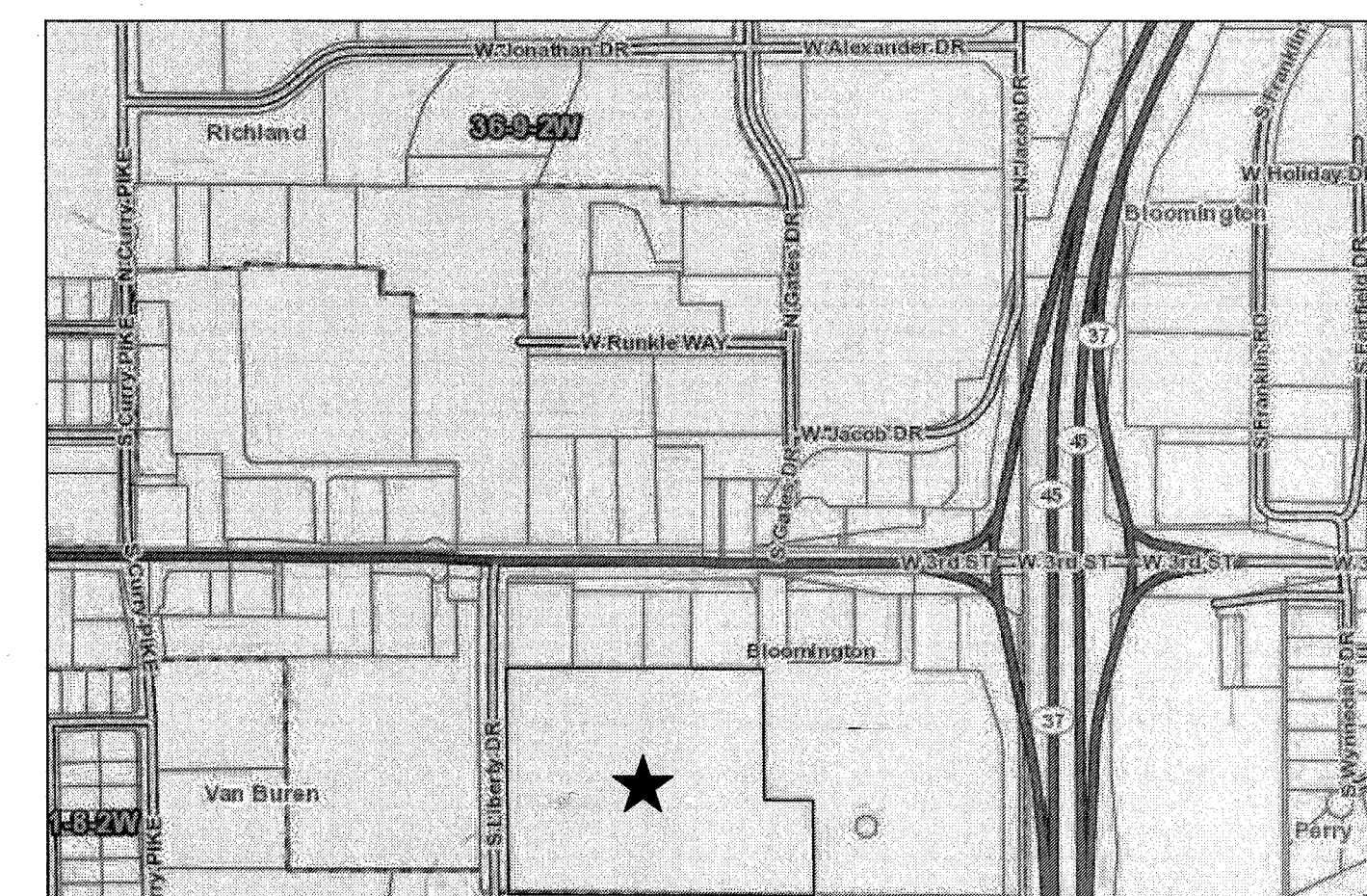
BETH HOLLINGSWORTH, VICE PRESIDENT

APPROVED BY THE CITY PLAN COMMISSION HELD ON AUGUST 13, 2018

TERRI PORTER
TERRI PORTER, DIRECTOR OF PLANNING AND TRANSPORTATION
BOB COFFMAN
BOB COFFMAN, PRESIDENT OF PLAN COMMISSION

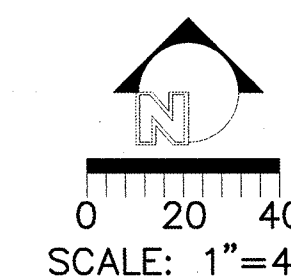
NOTES

- 1) THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE BOUND BY ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.
- 2) RECIPROCAL EASEMENTS PER MISCELLANEOUS RECORD 117/439 AND MODIFIED IN MISCELLANEOUS RECORD 200/356, ALLOW FOR ALL AREAS WITHIN SHOPPING CENTER (EXCEPT BUILDINGS) TO BE COMMON AREAS FOR PARKING, INGRESS/EGRESS AND UTILITIES.
- 3) RECIPROCAL COVENANTS FOR OPERATION, MAINTENANCE EASEMENTS PER MISCELLANEOUS RECORD 117/439 AND MODIFIED IN MISCELLANEOUS RECORD 200/356-361, ALLOW FOR ALL AREAS WITHIN SHOPPING CENTER (EXCEPT BUILDINGS) TO BE COMMON AREAS FOR MAINTENANCE.



LEGEND

- RR SPIKE
- STONE
- REBAR
- IRON PIPE
- MAG NAIL



Smith Brehob & Associates, Inc.
453 S. Clariza Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: <http://smithbrehob.com>
Job: 5451
Date: 8/17/18



Board of Public Works Staff Report

Project/Event: Contract with Nature's Way for Plant maintenance at City Hall

Petitioner/Representative: Bloomington Fire Department

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

Meeting Date: January 22, 2019

This contract is for plant maintenance at City Hall. As far as staff can determine, Nature's Way is the only vendor that provides the service we need. Therefore they are the only price that was obtained. Nature's Way has provided this service for several years and staff has been completely satisfied with their work.

Staff recommends awarding the contract to Nature's Way for \$4,039.20.

Respectfully submitted,

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
NATURE'S WAY**

This Agreement, entered into on this 22nd day of January, 2019, by and between the City of Bloomington Public Works Department (the "Department"), and Nature's Way, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall provide regular weekly maintenance of the potted plants placed throughout City Hall. Plants shall be maintained in a good and healthy condition and shall be replaced when needed. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Public Works Operations and Facilities Director, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Four Thousand Thirty-Nine Dollars and Twenty Cents (\$4,039.20). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington, 401 N. Morton Street, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services depending on Department needs.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The

nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington, **Attn: J. D. Boruff, 401 N. Morton Street, Suite 120, Bloomington, IN 47404. Contractor: Nature's Way, Inc., Attn: Beth Matney, 7330 N. Wayport Road, Bloomington, IN 47408.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

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

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

CITY OF BLOOMINGTON

NATURE'S WAY, INC.

Philippa M. Guthrie, Corporation Counsel

Beth Matney, Chief Financial Officer

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A

E-VERIFY AFFIDAVIT

STATE OF INDIANA _____)
_____)SS:
COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA _____)
_____)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2019.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

Commission Number: _____

County of Residence: _____

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2019.

NATURE'S WAY, INC.

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2019.

Notary Public's Signature

My Commission Expires: _____

Commission Number: _____

Printed Name of Notary Public

County of Residence: _____

MEMORANDUM

TO: Board of Public Works
FROM: RayeAnn Cox
RE: Renewal of agreement with Parkmobile
DATE: 1/17/2019

Board of Public Work Members,

Attached is a renewal of our service agreement with Parkmobile. The agreement allows people to pay parking meters through Parkmobile's app, at no cost to the City of Bloomington. All fees are paid for by the user of the app. The initial term of the agreement expires on January 21, 2022 and can be extended for two consecutive one-year renewal terms.

Thank you for your consideration of this agreement.

RayeAnn Cox, Parking Enforcement Supervisor *RAc*

TO: Board of Public Works

FROM: Michael Diekhoff, BPD Chief



RE: Renewal of agreement with Parkmobile

DATE: 1/14/19

Funding source: no City funding required

Total Dollar Amount of Contract: No City funding required. Fees paid by people who use Parkmobile's app to pay meters

Expiration date of contract: 1/21/2022

Department head Initials of approval:

Due date for signature: ASAP

Internal legal contract tracking number: 19-038

Record destruction date (Legal department to fill in): 2033 unless contract is renewed

Previously reviewed by & return signed contract to this attorney: Barbara E. McKinney

Summary of contract: This contract renews the City's current contract with Parkmobile to allow drivers to use Parkmobile's app to pay parking meter fees

PARKING SERVICES AGREEMENT

THIS PARKING SERVICES AGREEMENT (this “Agreement”) is made and entered into as of this 21st day of January, 2019 (the “Effective Date”), by and among **PARKMOBILE, LLC**, a Delaware limited liability company (“Parkmobile”), and **CITY OF BLOOMINGTON INDIANA**, a municipal corporation by and through its Board of Public Works (hereinafter referred to as “BOARD”)

RECITALS:

WHEREAS, Parkmobile is engaged in the business of providing integrated solutions for the management of all parking-related matters, including providing a system for the payment of on-street and off-street parking through proprietary mobile applications; and

WHEREAS, Parkmobile and BOARD desire to enter into a mutually beneficial arrangement, pursuant to which Parkmobile will market through Parkmobile Applications, Sites and other Parkmobile owned or controlled assets, mobile parking services to BOARD, upon the terms and subject to the conditions contained herein rates.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to effectuate the above arrangement, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated in this Agreement, the following terms have the following meanings in this Agreement (such meanings to be applicable equally to the singular and plural forms of the terms defined):

1.1 “Application” means Parkmobile’s proprietary mobile applications, websites and other properties as Parkmobile may develop for the purpose of, among other things, scheduling, starting, extending and completing Transactions and making payment for all related charges and fees, including but not limited to on-street and off-street parking, etc.

1.2 “IVR System” means our interactive voice response system.

1.3 “Law” means any applicable law, regulation, legal or regulatory process of any government agency, rule or regulation, or official interpretation thereof that governs or relates to this Agreement, the Services, the Platform or the parties’ respective businesses.

1.4 “Minimum Reporting Elements” means the information and data related to the Transactions as described in Schedule 4 attached to this Agreement.

1.5 “Transaction” means a Member’s purchase through the Platform of the right to use a parking space, charging station, or other service for a certain period of time.

1.6 “Parking Fee” means, for each Transaction, the amount set by BOARD for a given Transaction.

1.7 “PI” Personal Information means, information that can be used on its own or with other information to identify, contact, or locate a single individual.

1.8 “Platform” means our Application; Services; Site; IVR System; our backend technologies, functions, servers, databases; parking management systems; and our other products, services, content,

features, technologies, functions, applications, and related websites or other applications; and any future updates, changes, revisions or additions thereto, that are related to the management of Transactions.

1.9 “Report” means a detailed statement of information related to the Transactions, as more particularly described in Schedule 2 to this Agreement.

1.10 “Member Fee” means the fees applicable to the Services, as set forth on Schedule 3. Schedule 3 may be updated from time to time in writing upon the mutual agreement of the parties to reflect any changes or modifications in the Fees payable hereunder.

1.11 “Services” means the provision of solutions and resources to market, sell, process, track, redeem, and manage Transactions, as further defined in Schedule 1.

1.12 “Site” means any website owned or controlled by Parkmobile.

1.13 “Total Price” means the total amount to be charged to the Member for each type of Transaction, including the Parking Fee and any Member Fee or other fees which may be charged in accordance with Schedule 3.

1.14 “Transaction” means a Member’s purchase through the Platform of the right to use a parking space, charging station, or other service for a certain period of time.

1.15 “Transaction Data” means all data other than Member Data related to a Member’s parking session, including, time, Total Price, rate paid and other information related to the parking transaction.

1.16 “Member” means the individual end user using the Platform other than BOARD.

1.17 “Member Data” means all data collected from Members in the process of registering Members and in connection with their usage of the Platform.

1.18 “Net Parking Revenue” mean the Total Price generated by Members, less Member Fees charged by Parkmobile, Transaction Processing Fee, bank transfer and other third-party fees.

1.19 “Transaction Processing Fee” means merchant processing and gateway fees at \$.15 plus 3% per authorized Transaction.

1.20 “Emerging Payment Revenue” means the Total Price by Members less Member Fees charged by Parkmobile, Transaction Processing Fees, bank transfer and other third-party fees if applicable.

1.21 “Parking Service Agreement” means our document entitled “Service Agreement” or other document bearing a similar title, or may refer to any similar document setting forth the applicable pricing, Service description, and additional terms and conditions which is executed or otherwise acknowledged by Board in writing and, in any case, also includes all current and subsequent amendments, modifications or supplements thereto as such are implemented from time to time upon the written agreement of the parties. Parking Service Agreements include, but are not limited to a RSA (Reservations Service Agreement), PSA (Permit Service Agreement), or ODSA (On Demand Service Agreement). All Parking Service Agreements incorporate fully these Terms (as amended from time to time) without limitation, restriction, or qualification.

ARTICLE 2

SERVICES

2.1 **Services Provided by Parkmobile.** During the Term (as defined herein), Parkmobile shall direct its personnel to perform the services for BOARD as described on Schedule 1 hereof (as amended,

modified or supplemented from time to time upon the mutual written agreement of the parties, the “Services”). Parkmobile shall render the Services faithfully and to the best of its ability and in compliance with all applicable law, regulation, legal or regulatory process or government agency, rules or regulations (collectively, “Law”), devoting such time as is reasonably necessary to provide the Services. The precise times and manner of the performance of Services shall be as reasonably requested by BOARD, consistent with a schedule to be reasonably agreed upon from time to time by Parkmobile and BOARD. In connection with Parkmobile’s performance of the Services, Parkmobile shall be subject to, and agrees to abide by, such policies, procedures, directions and restrictions as BOARD may reasonably establish from time to time.

If BOARD requires additional work that is not included in this Agreement, Parkmobile and BOARD shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

2.2 Help and Support. Parkmobile agrees to use its reasonable efforts to assist BOARD with any technical support that BOARD may reasonably require in relation to using the Services. In furtherance of the foregoing, Parkmobile agrees to provide BOARD with preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support, in each case to the extent reasonably necessary for Parkmobile to provide the Services pursuant to this Agreement. In the event a party becomes aware of any errors or interruptions in the Services, each party shall notify the other Party.

2.3 Error Corrections. In the event of any errors or interruptions in the Services, Parkmobile shall use commercially reasonable efforts to repair or restore that portion of the Services as promptly as possible. Repair may take the form, at the option of Parkmobile, as the case may be, of: (i) corrected software applicable to the Services; (ii) corrected materials in hard copy or electronic form describing the use and operation of the software applicable to the Services, including any manuals and programming tools; (iii) instructions or procedures to bypass the problem until a more permanent correction can be implemented; or (iv) correction/clarification of the functional definition of the Services.

2.4 No Performance Warranty. The Services are provided to BOARD “AS IS” with no warranty of any kind. Notwithstanding the foregoing, Parkmobile shall provide the Services in accordance with the service levels set forth on Schedule 2, as the same may be amended from time to time, upon written agreement of the parties.

2.5 Reservation of Rights. All rights not expressly granted to BOARD herein are reserved to Parkmobile. All intellectual property rights related to the Services, as well as any additional services, software, technology or systems developed by Parkmobile, belong to Parkmobile.

2.6 Publicity of Services. All brochures and promotional materials to be distributed by BOARD in connection with the Services shall be in a form mutually agreed upon by the parties.

2.7 Cooperation. Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.8 Exclusivity. Parkmobile shall be the exclusive mobile parking service provider for BOARD during the Term of this Agreement.

2.9 Authority of the Parties. Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party, except with prior written consent of an authorized officer of such party. Each party covenants that it shall not at any time represent, either orally or in writing, that it

has any right, power or authority with respect to the other party not expressly granted to the other party by such party.

2.10 Technology Sublicense. Parkmobile hereby grants BOARD the nonexclusive, non-transferable, non-sub-licensable, revocable right and sublicense to use the proprietary technology that relates to the Services (the “Technology”) in connection with the Services. BOARD shall not use the Technology for any use other than in connection with the Services. BOARD acknowledges and agrees that (a) Parkmobile shall be its exclusive source of the Technology for the Term; and (b) all Services obtained by BOARD shall use the Technology as necessary. BOARD has no interest in or right to use the Technology or any improvements thereto or modifications thereof except as set forth herein. In all instances, BOARD’s use of the Technology shall inure to Parkmobile’s benefit. During the Term or at any time thereafter, BOARD shall not commit, or cause any third party to commit, any act challenging, contesting or impairing or attempting to impair Parkmobile’s right, title and interest in and to the Technology or the validity thereof.

ARTICLE 3 FEES; EXPENSES

3.1 Fees. The fees (the “Fees”) applicable to the Services, are set forth on Schedule 3. Schedule 3 may be updated from time to time in writing upon the mutual agreement of the parties to reflect any changes or modifications in the Fees payable hereunder. For each Transaction, Parkmobile shall charge the Member the Total Price. If Parkmobile is the Merchant of Record (“MOR”), BOARD shall provide to Parkmobile a BOARD Electronic Funds Authorization Form (Schedule 6) , W-9, and copy of a voided check or bank letter with account info (“Distribution Information”) prior to remittance. Parkmobile will retain all BOARD funds without penalty until Parkmobile receives distribution information from BOARD. Thereafter, Parkmobile shall remit Net Parking Revenue to BOARD on a monthly basis.

3.2 Taxes. Parkmobile’s prices do not include sales, use, revenue or excise taxes, and accordingly, in addition to the price specified herein, the amount of any sales, use, excise or other similar tax applicable to the Services provided hereunder shall be paid by BOARD, or, in lieu thereof, BOARD shall provide Parkmobile with a tax exemption certificate issued by the appropriate taxing authority.

3.3 Billing Disputes. BOARD shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to Parkmobile in writing and with an explanation of the reason for the dispute. In the event that any payment dispute is resolved in favor of BOARD, Parkmobile shall credit BOARD on the immediately subsequent invoice issued to BOARD.

3.4 Expenses. Except as otherwise provided herein, Parkmobile shall not charge BOARD any costs for the integration of its system(s) or for the management of the project and the Services. Parkmobile shall charge BOARD for ordinary, necessary and reasonable third-party costs only on direct cost basis and only after the prior approval of BOARD.

3.5 Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the BOARD are at any time not forthcoming or are insufficient, through failure of any entity, including the BOARD itself, to appropriate funds or otherwise, then the BOARD shall have the right to terminate this Agreement without penalty as set forth in Article 4 herein.

ARTICLE 4

TERM; TERMINATION

4.1 Term. The initial term of this Agreement shall commence as of the Effective Date and terminate on January 21, 2022 (the “Initial Term”). Following the Initial Term, the Agreement may be extended for two (2) consecutive one (1) year renewal terms (each a “Renewal Term”), provided that neither party gives written notice to the other of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then-current Renewal Term. The date on which this Agreement is terminated or expires as provided herein is called the “Termination Date,” and the period from the Effective Date through the Termination Date is herein called the “Term.”

4.2 Termination for Cause.

(a) Either party may terminate this Agreement and the rights granted herein if the other party breaches any of the provisions of this Agreement and (i) fails to remedy such breach within forty-five (45) days after receiving written notice thereof, or (ii) provided the breach does not relate to a monetary obligation, fails to (A) commence a good faith action to remedy such breach within five (5) days after receiving written notice thereof, and (B) diligently pursue such action to conclusion.

(b) Should either party (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party’s property or providing for the liquidation or dissolution of such party’s property or business affairs; then, in any such event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

4.3 Effect of Termination.

(a) Upon termination or expiration of this Agreement, (i) each party shall promptly return to the other party or destroy all of such other party’s Confidential Information in its possession or control; and (ii) any licenses granted hereunder shall immediately expire unless stated otherwise, and (iii) BOARD shall discontinue all use of the Technology and intellectual property of Parkmobile.

(b) Upon termination or expiration of this Agreement, (i) BOARD shall pay to Parkmobile any portion of the Fees then accrued and properly payable under this Agreement; (ii) BOARD shall promptly return to Parkmobile all materials in its possession provided by Parkmobile or otherwise created or produced by Parkmobile in connection with the performance of the Services hereunder; and (iii) BOARD shall discontinue all use of the Technology and intellectual property of Parkmobile.

(c) Notwithstanding the exercise by any party of its rights under this Article 4, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination, or of any rights or obligations under any other provisions, which, by their meaning or content, are intended to survive the termination hereof).

(d) Notwithstanding the foregoing, the BOARD may terminate or suspend performance of this Agreement at the BOARD’s prerogative at any time upon thirty (30) days written notice to Parkmobile. If the BOARD terminates or suspends this Agreement for no cause or convenience,

Parkmobile shall be entitled to its fees for services performed as outlined in Schedule 2 through the date of termination. Parkmobile shall terminate or suspend performance of the Services on a schedule acceptable to the BOARD, and the BOARD shall pay Parkmobile for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Parkmobile's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collection of data and other documents generated by Parkmobile in connection with this Agreement shall become the property of the BOARD, as set forth in Article 5 herein.

ARTICLE 5

ADDITIONAL COVENANTS OF THE PARTIES

5.1 Confidentiality.

(a) Each party (sometimes referred to herein as a "receiving party") acknowledges that all information and trade secrets relating to any of the other party's products and the services hereunder, including, without limitation, pricing, software, business and financial information, marketing and promotion plans, any changes or improvements therein, including any cost savings measures, is the confidential and proprietary information of such other party ("Confidential Information"). Except as otherwise set out herein, neither party shall disclose any Confidential Information of the other party to any third party or use it for its own benefit or the benefit of a third party, and each party shall take all commercially reasonable measures to protect the confidentiality of Confidential Information of the other party and prevent its disclosure to others.

(b) Each receiving party may disclose the Confidential Information of the disclosing party to its affiliates and their respective employees and agents who are directly involved in the performance of this Agreement, who have a need to know and who are obligated to honor the restrictions on disclosure and use of such Confidential Information set forth in this Agreement (the persons to whom such disclosure is permissible being collectively known as "Representatives"). Each party shall be responsible for any breach of this Article 5.1 by its Representatives. The parties shall not disclose, without the prior written consent of the disclosing party, any of such disclosing party's Confidential Information that it has learned either during the course of this Agreement or in discussions and proposals leading up to this Agreement, except as may be required by Law. The parties shall not use the Confidential Information of a disclosing party for any purpose other than that for which it was disclosed.

(c) Each Party's Confidential Information shall remain the property of each respective party. Upon any termination or expiration of this Agreement, each party shall return to the other party the other party's original version of all Confidential Information of such other party in document form, including any electronic media version, such as CD-ROM or computer disk, and shall confirm to such other party in writing that all such documents and things have been so provided and that all copies thereof have been destroyed subject to compliance with applicable Law. The term "Confidential Information" shall not apply to: (i) any information that is or becomes available in the public domain without breach of this Agreement; (ii) information that a party can demonstrate was known prior to receipt from the other party; or (iii) information that was subsequently received from a third party

(d) To the extent any receiving party determines it necessary or advisable to (i) file a copy of this Agreement with a governmental agency including the United States Securities and Exchange Commission, or (ii) make disclosure of Confidential Information of the disclosing party pursuant to a court order or otherwise in accordance with Law, the receiving party and/or its legal counsel shall (a) provide prompt written notice of such expected impending filing or disclosure to the disclosing party, (b) use

reasonable best efforts and work with the disclosing party and its counsel to obtain confidential treatment of relevant portions of this Agreement, including, without limitation, product and service specifications and pricing information prior to any such filing or disclosure and (c) disclose in such filing or disclosure only what is required by Law or judicial process as to both manner and content.

(e) Each party agrees that irreparable damage would occur, and that monetary damages would be an insufficient remedy at law, in the event that any of the provisions of this Article 5.1 were not performed by the other party in accordance with the terms hereof and that each party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

(f) Each party's obligation with respect to the Confidential Information of a disclosing party shall expire three (3) years after the termination or expiration of this Agreement; provided, however, that each party's obligations with respect to the trade secrets of a disclosing party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret.

5.2 Information. Subject to Article 5.1 and any applicable Laws and privileges, each party covenants and shall provide the other party with all information regarding itself and the transactions under this Agreement that the other party reasonably believes is required to comply with all applicable Law and to satisfy the requesting party's obligations hereunder. Any information owned by one party that is provided to any other party pursuant to this Agreement shall remain the property of the providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information.

5.3 Records. Each party shall maintain and retain records related to the provision of the Services under this Agreement consistent with such party's legal policies regarding retention of records. As needed from time to time during the period in which Services are provided, and upon termination of the provision of any Service, unless otherwise prohibited by applicable Law, the parties shall provide each other with records related to the provision of the Services under this Agreement to the extent that (a) such records exist in the ordinary course of business, and (b) such records are reasonably necessary for the requesting party to comply with its obligations under this Agreement or applicable Law.

5.4 Status Meetings. On a periodic basis, , an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Services, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and work directly with one another to ensure that all Services provided hereunder are completed on a timely and complete basis. All meetings pursuant to this Article 5.4 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

5.5 Privacy. BOARD agrees (a) to comply with all applicable Law; (b) that it will use reasonable security measures to safeguard the Personal Information ("PI") ; and (c) not to disclose to others the PI.

5.6 Insurance. Parkmobile shall keep all of its insurable properties adequately insured against losses, damages and hazards as are customarily insured against by businesses engaging in similar activities or owning similar properties and at least the minimum amount required by applicable Law and any other agreement to which Parkmobile is a party or pursuant to which Parkmobile provides any services, including liability, property and business interruption insurance, as applicable. Parkmobile agrees to add Client as an additional insured pursuant to Schedule 6 of this Agreement.

5.7 Ownership of Intellectual Property. BOARD acknowledge and agree that Parkmobile or its licensors or providers are the owners of all right, title and interest in and to the Platform, Member Data, all websites owned by Parkmobile, all work product or deliverables, Parkmobile's Intellectual Property and all appurtenant patent, copyright, trademark, trade secret and other intellectual property rights associated with the foregoing. To the extent Parkmobile provides any work product or deliverable to BOARD for BOARD's direct use (e.g. material for inclusion on a BOARD-hosted website to direct Members to a Parkmobile Website or Reservation Demand Management System), BOARD is hereby granted a limited, revocable and personal right to use such work product or deliverable during the Term in accordance with any instructions Parkmobile provides. The provision of any such work product or deliverable to BOARD does not constitute a sale of such work product or deliverable to BOARD. BOARD shall not assign, sublicense, transfer, pledge, lease, rent or share any rights under the foregoing license to any third party unless expressly permitted in writing by Parkmobile. BOARD further agree that all work product or deliverable shall be treated as our Confidential Information. For the avoidance of doubt, any work product or deliverable that is created or used by Parkmobile as part of providing the Services (e.g., a landing page for BOARD hosted by Parkmobile) shall not be subject to the foregoing license.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

6.1 Representations and Warranties. Parkmobile and BOARD hereby represent, warrant and covenant to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business as it is now being conducted and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, or any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound.

6.2 Disclaimer of Warranties. THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS. BOARD ACKNOWLEDGES AND AGREES THAT PARKMOBILE SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY OR NONCONFORMITY IN THE SERVICES. WITHOUT LIMITING THE FOREGOING, BOARD ASSUMES ALL RISKS ASSOCIATED WITH THE SERVICES. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF, OR IN CONNECTION

WITH THE SERVICES TO BE PERFORMED HEREUNDER BY SUCH PARTY OR THE RESULTS OBTAINED THEREBY.

6.3 Indemnification.

(a) Indemnification by Parkmobile. Parkmobile shall indemnify, defend and hold harmless BOARD, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys' fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of Parkmobile's representations or warranties in this Agreement; (ii) the breach of any of Parkmobile's covenants or agreements in this Agreement; or (iii) any violations of Law by Parkmobile in performing its obligations in connection with this Agreement.

(b) Indemnification by BOARD. BOARD shall indemnify, defend and hold harmless Parkmobile, its affiliates, their respective successors and assigns, and their respective officers, directors, employees, consultants, agents and representatives from any liability, damage, diminution in value, loss, cost, claim or expense, including reasonable attorneys' fees and expenses that result from or arise out of: (i) the breach or inaccuracy of any of BOARD's representations or warranties in this Agreement; (ii) the breach of any of BOARD's covenants or agreements in this Agreement; or (iii) any violations of Law or governmental rules or regulations by BOARD in performing its obligations in connection with this Agreement.

6.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF PARKMOBILE FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID FOR THE SERVICES PURCHASED HEREUNDER. EACH PARTY HERETO AGREES THAT EACH OTHER PARTY SHALL NOT BE LIABLE TO SUCH PARTY OR ANYONE ACTING THROUGH SUCH PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ARTICLE 7 MISCELLANEOUS

7.1 Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is caused by an act of God, act of a public enemy, war or national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, flood, explosion, storm, earthquake, interruption in the supply of electricity, power or energy, terrorist attack, labor dispute or disruption, or other event beyond the reasonable control of such party and without the fault of or negligence by such party (each, a "Force Majeure Event"). If a party's performance under this Agreement is affected by a Force Majeure Event, such party shall give prompt written notice of such event to the other party, stating the date and extent of such suspension and the cause thereof, and shall at all times use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its performance under this Agreement; provided, that such party shall take measures to overcome the condition that are consistent in all material respects with the measures taken in connection with such party's business. The parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such condition. In the event of a Force Majeure Event that affects either or both parties'

ability to perform under this Agreement, the parties agree to cooperate in good faith to resume the affected services as soon as commercially possible to the extent commercially reasonable.

7.2 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (a) in person; (b) by any national overnight courier or other service providing evidence of delivery, or by registered or certified mail (postage prepaid, return receipt requested); or (c) by facsimile with a copy delivered the next business day by any overnight courier or other service providing evidence of delivery, to the respective parties at the following addresses:

To Parkmobile: Parkmobile, LLC
 1100 Spring Street NW, Suite 200
 Atlanta, Georgia 30309
 Attention: Jonathan Ziglar
 Telephone: (404) 818-9036
 Facsimile: (770) 818-9039
 Email: legal@parkmobileglobal.com

To BOARD: City of Bloomington
 Board of Public Works
 City Hall at Showers
 401 N. Morton Street, Suite 120
 Bloomington, IN 47404
 Attention: Adam Wason
 Telephone: 812-349-3410
 email: wasona@bloomington.in.gov
 Fax: 812-349-
 3567

or to such other address (or fax number, if applicable) as the party to whom notice is given may have previously furnished to the others in writing in the manner set forth above (provided that notice of any change of address or fax number shall be effective only upon receipt thereof).

7.3 Independent Contractors. The parties are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, franchisor-franchisee or agency relationship that did not already exist prior to the Effective Date, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. The parties have no authority to make statements, warranties, or representations or to create any liabilities on behalf of the other.

7.4 Entire Agreement. This Agreement and the documents and schedules referred to herein contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement.

7.5 Amendment and Waiver. The parties hereto may not amend or modify this Agreement except as may be agreed upon by a written instrument executed by the parties hereto. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

7.6 Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by either party without the prior written consent of the other party (which consent shall not be unreasonably withheld); provided that Parkmobile may assign its rights, interests or obligations under this Agreement without the consent of BOARD to (i) any affiliate of Parkmobile or (ii) any lender to Parkmobile or its affiliates as security for borrowings.

7.7 Third-Party Beneficiaries. The parties to this Agreement do not intend this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Parkmobile and BOARD.

7.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

7.10 Non-Discrimination. Parkmobile shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

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

7.12 Arbitration. Should there be any ambiguity, contradiction or inconsistency in this Agreement, or should any disagreement or dispute arise between the parties in connection with this Agreement, the component representatives of the parties shall first attempt in good faith amicably to settle the matter by mutual negotiations. If such negotiations are unsuccessful, any controversy, dispute or claim arising out of, or in connection with, this Agreement must be settled by final and binding arbitration to be held exclusively in the State of Indiana in accordance with the Commercial Arbitration Rules, as amended and in effect from time to time, of the American Arbitration Association (the "Rules"). The procedures and law applicable during the arbitration of any controversy, dispute or claim shall be both the Rules and the internal laws of the State of Indiana excluding, and without regard to, its or any other jurisdiction's rules concerning any conflict of laws. The arbitrator shall have the power to order injunctive relief or provide further equitable remedies. All fees and expenses relating to the work performed by the arbitrator(s) shall be shared equally between the parties. Nothing in this paragraph shall prevent a party from seeking injunctive relief from any of the state or federal courts located in the State of Indiana. The parties consent to the exclusive jurisdiction and venue of such courts with respect to any matter not within the arbitrator's jurisdiction. Any award of the arbitrator may be enforced in any court of competent jurisdiction.

7.13 No Strict Construction; Headings. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

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

Parkmobile shall require any subcontractor performing work under this Agreement to certify to Parkmobile that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-verify program. Parkmobile shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the BOARD. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

7.15 Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties agree that this Agreement may be executed and delivered by facsimile or other electronic transmission.

Signatures on following page

IN WITNESS WHEREOF, this Parking Services Agreement has been executed as of the day and year first above written.

"PARKMOBILE":

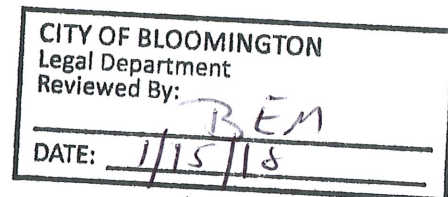
PARKMOBILE, LLC

By: _____
Name: Jonathan Ziglar
Title: CEO

"BOARD":

CITY OF BLOOMINGTON, INDIANA

By: _____
Name: _____
Title: _____



CITY OF BLOOMINGTON
Controller

Reviewed by: _____
DATE: 1-15-19
FUND/ACCT: NA

SCHEDULE 1

SERVICES

Parkmobile offers a service to BOARD's parking customers ("Members") that facilitates the activation and payment of parking transactions using the Application. For use of the Application, a Service Fee per Transaction as reflected in Schedule 3 is charged.

Parkmobile accepts several electronic payment methods from Members:

- a. Traditional credit card payments are accepted with Visa, MasterCard, Discover, & AMEX ("Traditional Payments")
- b. Emerging Payments ("Emerging Payments"). Emerging payments represent the numerous alternative payment methods that have begun to hit the marketplace today. Mostly, these innovations involve the use of virtual account-based membership profiles that a customer can utilize to transact purchases based upon the member's individual payment preferences. Examples of emerging payments include PayPal, Parkmobile's Stored Value Wallet, ACH, MasterPass, and Visa checkout.

Members who are registered with Parkmobile can begin and, if applicable, end a parking transaction in a variety of ways: visiting the website of Parkmobile - www.parkmobile.com; calling an Intelligent Voice Response (IVR) 1-800 Number, or using Parkmobile's or its partners' mobile applications. In order to register and begin a parking event, Users simply provide the required information to create an account including credit card data and license plate number which is stored in a secure, PCI Level 1 compliant environment. Thereafter, subsequent parking visits only require the Member to enter or select the applicable parking duration options available for the location.

The tariff code of the parking area is indicated on parking signs or on parking meters. Enforcers of the BOARD check the validity of parking status real time against the Parkmobile database via a web service offering, free of charge to the BOARD, to determine if a valid parking right exists. This service can be accessed by using a handheld terminal or PDA.

The supply of handheld terminals (or PDAs) for enforcement and GSM cards for communication between the handheld terminals and the database and back-office systems are outside the scope of the Services.

Members can use Mobile Parking anywhere the Parkmobile mobile payment service is available.

All parking charges are charged to the preferred payment method of the Member. Members have real time access to an online account-based personal page accessible from www.parkmobile.com to check and print their parking history, receipts, and statements.

SCHEDULE 2

SERVICE LEVELS

1. Operation, Management and Maintenance of the System

(a) Parkmobile shall use its best efforts not to perform maintenance during business hours. In emergency cases, adjustments to the system may also take place during hours for paid parking. If necessary, Parkmobile may perform maintenance of the system during business hours, provided Parkmobile provides BOARD with at least twenty-four (24) hours advance notice before the start of the work.

(b) Parkmobile makes a daily backup of data in the (local) database, which data are retained for three (3) months.

2. Errors and Interruptions

(a) When an error or interruption occurs in the Services, whichever party identifies the error or interruption shall inform the other party as soon as possible. Parkmobile shall confirm its receipt of such notification in writing. If any error or interruption cannot be repaired by Parkmobile within five (5) business days from the date when the error or interruption is reported to Parkmobile, then Parkmobile shall issue a credit for the Services during such downtime. Time spent by Parkmobile to restore and support to interruptions and errors caused by BOARD and not attributable to Parkmobile shall be charged at the hourly rate of \$180.

(b) In the event that BOARD and Parkmobile disagree about whether an error or interruption has been resolved, BOARD and Parkmobile shall discuss in good faith and reach a mutual resolution regarding whether such error or interruption has occurred or been adequately resolved. If the parties agree that the problem was in fact an error or interruption, then BOARD shall not be entitled to a credit for the Software during the downtime.

3. Security and Authorization

Parkmobile shall protect and authenticate a limited number of representatives that shall have access to the system and confidential information. The parties shall respect and utilize security access codes.

4. Reports

- a. In addition to the Minimum Reporting Elements, Parkmobile shall provide BOARD access to several reports related to the Services via a web portal. All reports are available immediately. Those reports include;
- b. Parking Transaction Report: Ad hoc and automated reports that include all information related to parking reservations which can be used for operations and management.
- c. Payment Transaction Report: Ad hoc and automated reports that include payment information necessary for reconciliation.
- d. Daily Summary Reports which include all reservations for the previous date and the current date.

SCHEDULE 3

FEES

Parkmobile shall charge the Member a member fee as outlined in the following pricing schedule: (“Member Fee”).

Item		Member	Preferred Member *	Corporate Member (Fleet Accounts)
1	Standard convenience fee			
	:Wallet* *	0.40	0.30	0.30
	:Non Wallet	0.55	0.45	0.45
2	Monthly Membership fee	NO	.99 per Account	.99 per License Plate
3	Registration Cost:			
	:Online	No Cost	No Cost	No Cost
	:Mobile App	No Cost	No Cost	No Cost
	:IVR	No Cost	No Cost	No Cost
	:Personal Call Center Service with Live Agent	3.50	3.50	N.A
4	Number of Registered Vehicles	Up to 5	Up to 5	Unlimited
5	Payment Options Accepted:			
	:Credit Card (Visa/MC/Discover/AMEX)	YES	YES	YES
	:Debit Card (Visa/MC Logo Cards not ATM Cards)	YES	YES	YES
	:Wallet	YES	YES	YES
	:PayPal	YES	YES	YES
6	Alerts and Reminders:			
	:Email	YES	YES	YES
	:Push Notifications (iPhone)	YES	YES	YES
	:SMS TXT message	YES	YES	YES

Parkmobile offers a plan for heavy parking customers to opt for a monthly fee of 99 cents in exchange for an addition 10 cents off each parking transaction.

There is no cost associated with the initial funding (load) or additional loads to the End User’s wallet account

Traditional Payment Credit Card Fees/Merchant Processing/Other Third-Party Fees:

Parkmobile can pass real time authorized debit/credit card transactions daily in batch format to Parkmobile’s preferred payment processor, subsequently funded directly into a Parkmobile-controlled escrow account. In this scenario, Parkmobile acts as the MOR in the arrangement and passes Net Parking Revenues in accordance with Parkmobile’s standard settlement procedures to the BOARD.

Emerging Payments Fees

Parkmobile shall collect the Total Price for each Emerging Payment transaction and pass the Emerging Parking Revenue to the BOARD in accordance with Parkmobile’s standard settlement procedures.

Other Terms and Conditions

Parkmobile's Member Fee does not cover any Transaction Processing Fees or other third-party fees associated with the acceptance of Traditional or Emerging Payments.

Parkmobile reserves the right to pass through increases in third party transaction processing and related fees.

The use of mobile devices for enforcement as well as data plans are not part of this agreement.

Cost for initial standard stickers shall be borne exclusively by Parkmobile. BOARD will be responsible for all installation.

Cost of marketing shall be borne exclusively by Parkmobile based on Parkmobile's standard marketing program. Parkmobile reserves the right to change its name, branding and signage at any time during the Term of this Agreement

Parkmobile reserves the right to increase Member Fees and Additional Service (as defined below) fees upon sixty (60) days written notice to BOARD.

Other development activities and additional services (listed below) for a fee at the request of and after written approval by BOARD as described below.

Additional Services:

1. Non-Integrated Gateway Service
2. Additional Marketing/Advertising
3. Customized Reporting
4. Custom Integration to 3rd parties
5. Citation/Enforcement support
6. Replacement Signage/Stickers
7. Additional Training
8. Zone & Rate structure changes after implementation
9. Event Override Solution
10. Self-Administration Service

SCHEDULE 4

Minimum Reporting Elements

- 1) Time/Date when Transaction was completed (with time zone)
- 2) Time/Date range for parking purchased in Transaction (with time zone)
- 3) Total price charged to Member
- 4) Price breakdown
 - (a) Member Fee
 - (b) Parking Fee
- 5) Payment Method - Credit Card, PayPal, Samsung Pay, etc.

SCHEDULE 5

PAYEE/BOARD INFORMATION

BOARD NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:

This authorizes Parkmobile, LLC to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to the account indicated above and to other accounts specified by BOARD in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until Parkmobile receives a written termination notice from Board and has a reasonable opportunity to act on it.

SCHEDULE 6

During the performance of any and all Services under this Agreement, Parkmobile shall maintain the following insurance in full force and effect:

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington and the officers, employees and agents thereof shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

EXHIBIT A

STATE OF _____

COUNTY OF _____

AFFIDAVIT REGARDING E-VERIFY

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

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

Signature
Alison Ehrlich

STATE OF _____

\
COUNTY OF _____

Before me, a Notary Public in and for Said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

Notary Public

My Commission Expires:

Printed Name

County of Residence:

EXHIBIT B

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20 ____.

Name of contractor: _____

By _____
(Name)

(Title)

STATE OF _____)

) SS:

COUNTY OF _____)

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

Notary Public's Signature My commission expires: _____

Printed name of Notary Public County of residence: _____



Board of Public Works Staff Report

Project/Event: JB's Disposal Services Organic Collection

Petitioner/Representative: Bethany Robinson/JB's Disposal Services LLC

Staff Representative: Adam Wason

Meeting Date: January 22, 2019

Section 6.04.080 (j) of City code states that only authorized commercial enterprises can collect refuse, including compostable materials, from places of residence on routes within the city limits that are served by the city sanitation division.

JB's Disposal Services LLC would like authorization to provide this service specifically for compost. While the City does not currently provide a curbside compost service, it is a topic of discussion and a possibility in the next three years.

Staff support authorization of JB's Disposal Services LLC as a provider of curbside compost pickups for a 24-month period.

Recommend ☒ **Approval** ☐ **Denial by** Adam Wason

**BOARD OF PUBLIC WORKS
RESOLUTION 2019 – 08**

Program for Curbside Composting Services

WHEREAS, the City of Bloomington is committed to a sustainable community with economic opportunity, social equity and high environmental quality for its residents and businesses; and

WHEREAS, a 2017 Monroe County Solid Waste Management District report indicated that Monroe County residents generated over 118,000 tons of mixed waste in 2016, and that approximately thirty-nine percent (39%) of solid waste materials consisted of potentially compostable materials, such as food waste and compostable paper, and

WHEREAS, Bloomington accounts for approximately fifty-eight percent (58%) of Monroe County's population and an estimated 69,600 tons of waste generation in Monroe County per year; and

WHEREAS, the removal of all compostable and recyclable materials has the potential to divert more than seventy percent (70%) of Monroe County's solid waste stream from the landfill and reduce greenhouse gas emissions associated with the decomposition of materials in landfills; and

WHEREAS, the City of Bloomington is committed to the reduction of greenhouse gas emissions as a signatory to both the 2017 Mayors National Climate Action Agenda and the 2006 U.S. Mayors Climate Protection Agreement; and

WHEREAS, the City of Bloomington provides a curbside recycling program, that is designed to increase the amount of waste diverted from the landfill, and community-wide waste reduction and reuse programs; and

WHEREAS, many communities across the United States are focusing new waste diversion programs on compostable materials because of the opportunities they represent; and

WHEREAS, the City of Bloomington acknowledges the community's desire for curbside composting and the need to collaborate with partners to support the service of organics collection in the City.

NOW, THEREFORE, BE IT RESOLVED:

1. JB's Disposal Services LLC, a locally owned corporation, has expressed a desire to offer curbside composting services to Bloomington residents.

2. Because the City's solid waste, recycling and yard waste collection does not currently include curbside composting services, in 2018 the Board of Public Works ("the Board") hereby established a two (2) year Pilot Program for Curbside Composting Services with Green Camino, Inc., in order to assess the level of interest Bloomington residents have to utilize such a service.
3. This second Pilot Program shall begin on January 23, 2019 and shall expire on January 22, 2021 with JB's Disposal Services LLC.
4. The Board grants JB's Disposal Services LLC, authority to provide curbside composting services at residences in the City of Bloomington during this Pilot Program.
5. This Pilot Program shall be non-exclusive, and any other entity desiring to participate shall first request authorization from the Board.
6. On or before the expiration of this Pilot Program, the Board may evaluate the level of participation in this program and determine whether it would recommend that such a service should be codified into the Bloomington Municipal Code.
7. Bethany Robinson, as Co – Owner of JB's Disposal Services LLC, agrees by signing that she has full power by proper action to enter into this agreement and has authority to do so.

Signed this 22nd day of January, 2019.

Board of Public Works

JB's Disposal Services LLC

Kyla Cox Deckard, President

Bethany Robinson, Co – Owner

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary



ORGANIC GUIDELINES

YES!

FOOD WASTE

- FRUIT AND VEGETABLES
- EGGS AND DAIRY
- MEAT AND SEAFOOD (COOKED OR RAW)
- BONES AND SHELLS
- BREAD AND GRAINS
- COFFEE GROUNDS AND TEA BAGS
- LEFTOVERS AND SPOILED FOOD
- COMPOSTABLE SERVICE WARE, SUCH AS SPOONS, FORKS, PLATES, ETC. THAT ARE CERTIFIED ASTM D6400

YARD WASTE

- GRASS CLIPPINGS
- LEAVES
- WEEDS AND GARDEN TRIMMINGS
- BRUSH
- SAWDUST AND WOOD SHAVINGS

NO!

- PLASTIC (BAGS, WRAP, OR CUPS)
- STYROFOAM
- GLASS
- ASHES FROM FIREPLACE OR GRILL
- FRUIT STICKERS
- METAL (ALUMINUM OR STEEL)
- DANGEROUS WASTE (DIAPERS, ANIMAL WASTE)
- FOIL OR PLASTIC-COATED PAPER PLATES, BOWLS, CUPS
- WAXED OR COATED PAPER (MEAT WRAPPING)
- RECYCLABLE
- CERAMICS
- CLOTHING
- ROCKS OR BRICKS

WHEN IN DOUBT, THROW IT OUT!





Board of Public Works Staff Report

Project/Event: The 43rd Annual 4th Street Festival of the Arts and Crafts

Petitioner/Representative: Vicki Munn/4th Street Festival

Staff Representative: Sean Starowitz

Meeting Date: January 22, 2019

Planners for the 4th Street Festival of the Arts and Crafts wish to request the closure of Fourth, Grant and Dunn Streets Friday, August 30th through Sunday, September 1st for this year's 43rd annual festival which will be August 31, 2019 – September 1, 2019. This year's festival will again utilize the same street layout as it did in 2018. The Petitioner has requested that the closure begin Friday, August 30th at 8am to allow time for artists to set up booths and teardown will be complete by 9pm on September 1, 2019.

The 4th Street Festival of the Arts and Crafts is the single largest arts event in the city with tens of thousands of attendees. This festival serves as the opening act to the fall arts and cultural season in Bloomington and brings many visitors downtown to patronize restaurants and retail. A resolution with a hold harmless agreement and noise waiver has been prepared. Insurance will also be provided. A noise waiver application has been included as well as the Waste & Recycling Management Plan.

Staff has determined that the petitioner has complied with Public Works' requirements for a petition to use public streets for this event. Approval has been obtained from Bloomington Police Department, Planning & Transportation, and Bloomington Fire Department.

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

**BOARD OF PUBLIC WORKS
RESOLUTION 2019 - 09**

4TH STREET FESTIVAL OF THE ARTS AND CRAFTS

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

WHEREAS, the City has committed itself to promoting the arts; and

WHEREAS, 4th Street Festival, Inc., is desirous of using portions of E. 4th Street, between S. Lincoln Street and S. Indiana Avenue; S. Grant Street, between E. Kirkwood Avenue and E. Third Street; and S. Dunn Street between E. Kirkwood and E. Third to host 43rd Annual 4th Street Festival of the Arts and Crafts; and

WHEREAS, 4th Street Festival, Inc., has requested that the Board close certain streets in downtown Bloomington to traffic and parking from 8:00am on Friday the 30th day of August, 2019, until 9pm on Sunday, the 1st day of September, 2019, so that the 4th Street Festival, Inc., can have control over the streets for the purposes of providing an outdoor art show of high quality that is mutually beneficial to the artists and the community; and

WHEREAS, 4th Street Festival, Inc., has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works declares that E. 4th Street, between S. Lincoln Street and S. Indiana Avenue; S. Grant Street, between E. Kirkwood Avenue and E. Third Street; and S. Dunn Street between E. Kirkwood Avenue and E. Third Street will be temporarily closed to traffic and parking from 8am on Friday, the 30th day of August, 2019 until 9pm on Sunday, the 1st day of September, 2019.

3. The street closures outlined above are for the purposes of allowing the 4th Street Festival, Inc., to provide an outdoor art show of high quality that is mutually beneficial to the artists and the community on Saturday, August 31st and Sunday, September 1st, 2019.
4. The artists, performers, craftsperson and vendors who have not received explicit authorization from the 4th Street Festival, Inc., or their representatives or agents, to participate in the 4th Street Festival of the Arts and Crafts, shall not be permitted to utilize the closed off portions of the streets or sidewalks outlined above for the purposes of performing, displaying, producing or selling items or goods.
5. 4th Street Festival, Inc., shall post "no parking" signs on parking meters at least 24 hours in advance of the closing of the streets. Temporary "No Parking" signs may be obtained from the City's Department of Public Works and shall be affixed as instructed by City Staff.
6. 4th Street Festival, Inc., shall be responsible for placement and removal of barricades. 4th Street Festival, Inc., is responsible for contacting the City's Planning and Transportation Department for instructions on the type of and placement of said barricades. 4th Street Festival, Inc., agrees to obtain at its own expense and place barricades to close the streets, not before 8am on Friday, the 30th day of August, 2019 and to remove barricades by midnight on Sunday, September 1st, 2019.
7. 4th Street Festival, Inc., will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by 9pm Sunday, September 1st, 2019.
8. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
9. 4th Street Festival, Inc., shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
10. 4th Street Festival, Inc., shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the 4th Street Festival of the Arts and Crafts, a copy of which 4th Street Festival, Inc., agrees to submit to City of Bloomington staff at least thirty (30) days prior to the beginning of the 4th Street Festival of the Arts and Crafts;

11. In consideration for the use of the City's property and to the fullest extent permitted by law, 4th Street Festival, Inc., for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
12. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 22nd DAY OF JANUARY, 2019.

BOARD OF PUBLIC WORKS:

4th Street Festival, Inc.:

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name, Title

Dana Palazzo, Secretary

Date

January 22, 2019

Date



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	4th Street Arts Festival		
Location of Event:	4th St between Lincoln & Indiana; Dunn & Grant between 3rd and Kirkwood		
Date of Event:	Aug. 31 - Sept 1, 2019	Time of Event:	Start: 10 AM
Calendar Day of Week:	Saturday & Sunday		End: 6 pm
Description of Event:	Music tent at 4th and Grant Spoken word stage at 4th and Dunn		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: 4th Street in 50104	

Applicant Information

Name:	Vicki Munn		
Organization:	4th Street Arts Festival	Title:	Director
Physical Address:			
Email Address:	Vicki.munn@gmail.com	Phone Number:	812-219-6385
Signature:	Vicki Munn	Date:	12/31/2018

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Date

Dana Palazzo, Secretary

Jan 22



SPECIAL EVENT APPLICATION

City of Bloomington
 Department of Economic and Sustainable Development
 401 N. Morton Street, Suite 150
 Bloomington, Indiana 47404
 812-349-3418
 Department of Public Works
 812-349-3410

1. Applicant Information

Contact Name:	Vicki Munn		
Contact Phone:		Mobile Phone:	812-219-6385
Title/Position:	Director		
Organization:	4th Street Arts Festival Committee		
Address:	P.O. Box 1257		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	vickimunn@gmail.com		
Organization E-Mail and URL:	4th.street.festival@gmail.com 4th street.org		
Org Phone No:		Fax No:	

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

DNA

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

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	August 31, - September 1, 2019	
Time of Event:	Date: 8/31/19 Start: 10:00AM Date: 9/1/19 End: 5:00pm	
Setup/Teardown time Needed	Date: 8/30/19 Start: 8:00AM Date: 9/1/19 End: 9:00pm	
Calendar Day of Week:	Friday set up; Saturday & Sunday Festival	
Description of Event:	43rd annual Labor Day event. We are the largest arts event in Bloomington. In 2018 our crowd was 31,000 plus. This festival serves as the opening act to the fall arts and cultural season. It attracts thousands of art patrons to the downtown area. They eat in the local restaurants and shop the local stores. Many stay overnight in hotels.	
Expected Number of Participants:	125	Expected # of vehicles (Use of Parking Spaces to close):

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

DNA

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

IF YOUR EVENT IS A **RUN/WALK/PARADE**, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

DNA

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> The starting point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

If YOUR EVENT IS A **FESTIVAL/SPECIAL COMMUNITY EVENT** YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input checked="" type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable

Waste and Recycling Management Plan Template

Event name: 4th Street Arts Festival
Number of expected attendees: 40 K
Number of food vendors: 4th Street restaurants
Number of other vendors: 125 artists

Designated waste and recycling manager: This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be in charge of overseeing the implementation of the waste and recycling management plan.

Event map: In the event map you submit with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas (such as dumpsters) and the path for access by waste haulers.

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees.
ClearStream recycling bins are available for use through [Downtown Bloomington, Inc.](#)

Targeted waste: Please enumerate the types of waste expected at the event and plans for collecting each type of item using the following table. Examples are listed, but feel free to modify as appropriate.

Type of waste	Collection plan
<Containers>*	<Recycling, composting, etc.>
<Mixed paper>	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

*Note that "compostable" plastics are only compostable in industrial composters, which are not available in the Bloomington area. If you opt for compostable items at your event, ensure that they are compostable paper rather than plastic.

Collection and hauling system: Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc.

Events with over 100 attendees must provide staffed (by paid staff or volunteers) waste management stations to ensure that materials are separated according to the waste and recycling management plan.

Vendor and volunteer education and training: Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling.

Materials and supplies: List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.

Designation of duties: Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.

Fourth Street <4th.street.festival@gmail.com>
To: vicki munn <vickimunn@gmail.com>

Wed, Jan 2, 2019 at 4:31 PM

Designated waste and recycling manager: Vicki Munn

Event Map: Map and photos attached

Targeted Waste:

Food Waste/containers - trash barrels
Plastic beverage bottles and cans - recycling containers
Mixed paper - recycling containers

Collection and hauling system:

Pre-festival Friday

Engineering dept will lend sanitation 2 barricades
Early morning, sanitation will barricade 2 parking spaces in the NW corner of City Lot #1 at 4th and Dunn (behind Falafel).
20 trash barrels and 10 recycling units will be delivered.
Friday evening barrels will be placed across festival site by Robert Chambers, whom we hire every year from the sanitation dept (off duty).

Festival Saturday

During festival hours Robert Chambers will circulate and collect bags and place bags in barricaded area.

Festival Sunday

By 10am sanitation will pick up bags collected from Saturday.
Sunday's bags will go into barricaded area.
As festival ends at 5pm, all cans and recycling units to be returned to barricaded area by Robert Chambers. Final site walk performed about 8pm by Marilyn Greenwood, Board President and Vicki Munn, Director. Any additional pickup needed is done.

Monday after festival

Early morning, sanitation will collect all bags, barrels, and recycling units from barricaded area and return barricades to engineering.
Site visit by Vicki Munn to make sure no evidence of the festival is visible.

Vendor and volunteer education and training:

All volunteers are given an overview of where trash and recycling containers are and they are typically all over the site and thus, are able to direct patrons if needed. Waste is greatly minimized by having CBU on site at the fire station with their water stand.

Materials and supplies:

Sanitation provides us with all barrels and recycling containers. All containers are labeled trash or recycling. 4th Street buys several cases of large bags annually to replace bags throughout the weekend.

Designation of duties:

Vicki Munn works with the sanitation dept and 4th street volunteer coordinator to implement the plan.

Sanitation Dept Director Rhea Carter and I have reviewed the 2019 plan and no changes are planned.





NOTICE OF PUBLIC HEARING

The Board of Public Works of Bloomington, Indiana has been petitioned to hear a request for a Special Event in the Public Right of Way for **4th Street Arts Festival**,

August 30 – September 1, 2019

The Board of Public Works meeting to hear this request will be **January 22, 2019**. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 pm.

The proposal for **4th Street Arts Festival** will be on file and may be examined in the Public Works office on **January 18, 2019** prior to the Tuesday **January 22, 2019** meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call **812-349-3410** or email public.works@bloomington.in.gov Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS

CITY OF BLOOMINGTON, INDIANA

Petitioner: **4th Street Arts Festival**

Date: January 14, 2019

Street Closings per Dan Beckler



4th Street Festival of the Arts and Crafts

4th St between Lincoln and Indiana

Grant St between Kirkwood and 3rd

Dunn St between Kirkwood and 3rd

By: smithc

5 Feb 15



City of Bloomington
Public Works



Scale: 1" = 200'

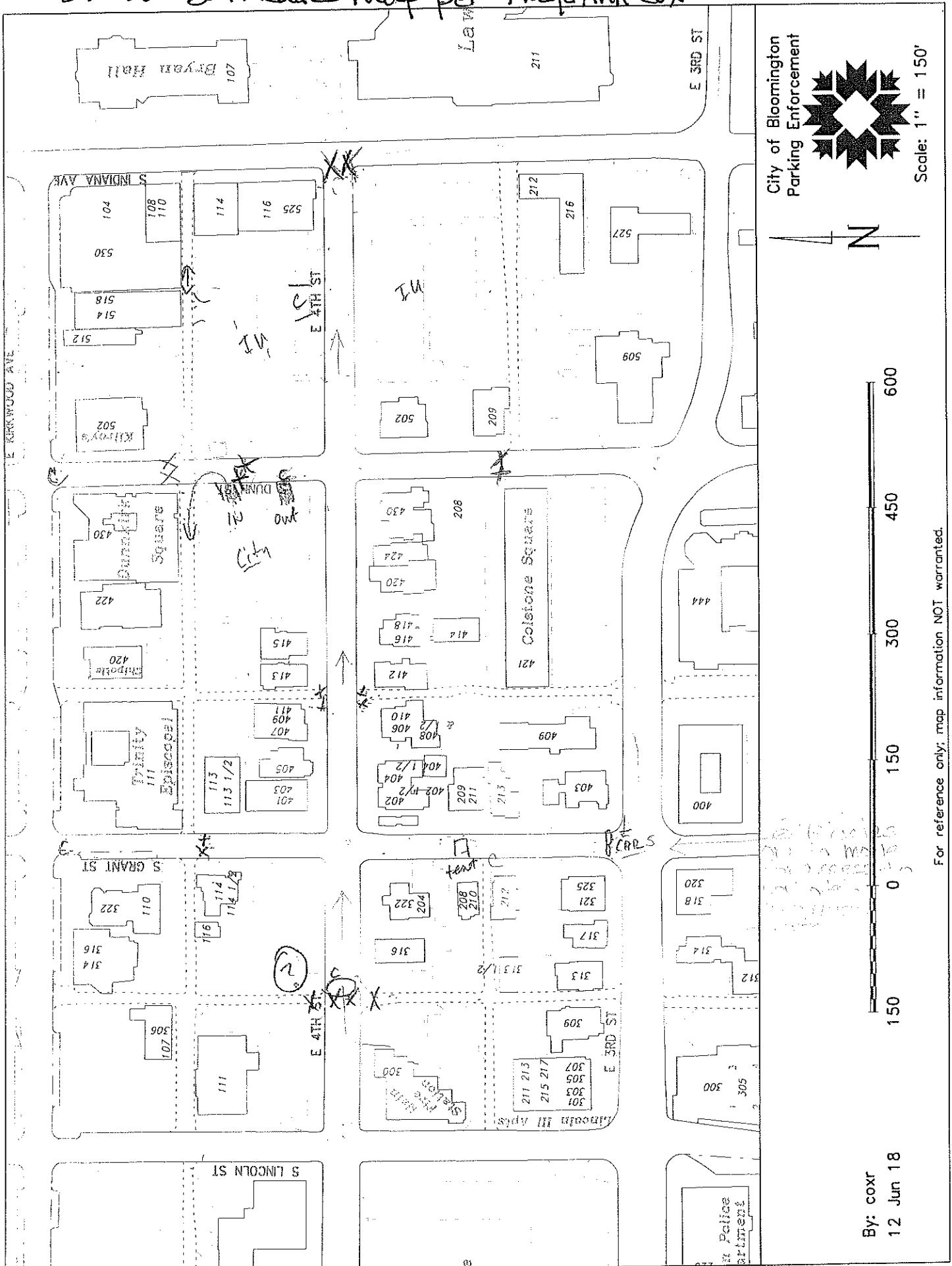
4th Street Arts Festival

Street Closings

From 8:00 am on Friday August 30, 2019
Until 9:00pm on Sunday September 1, 2019

4th Street from Lincoln to Indiana
Grant Street from Kirkwood to 3rd Street
Dunn Street from Kirkwood to 3rd Street

2018 Barricade map per Raye Ann Cox





FOUR-1

OP ID: JT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2019


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

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

PRODUCER First Insurance Group, Inc. 1405 North College Bloomington, IN 47404 Meier Insurance Agency, LLC	812-331-3230	CONTACT Meier Insurance Agency, LLC
		NAME: PHONE (A/C, No, Ext): 812-331-3230 FAX (A/C, No): 812-331-3233 E-MAIL ADDRESS:
INSURED Fourth Street Festival Corp. P.O. Box 1257 Bloomington, IN 47402	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Company	
INSURER B:		NAIC #
INSURER C:		
INSURER D:		
INSURER E:		
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ENP 0057245	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0057245	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			ENP 0057245	01/01/2019	01/01/2020	

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

CERTIFICATE HOLDER City of Bloomington 401 N. Morton Bloomington, IN 47401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreement with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: January 22, 2019

The Department of Public Works (DPW) has received requests for additional illumination from students walking to and from campus along E. Cottage Grove between N. Walnut St and N. Park Ave. There are ten existing, old high pressure sodium vapor cobrahead fixtures primarily located at intersections within this area. Due to the age of these fixtures, DPW feels that this section of E. Cottage Grove would be a good candidate for an LED fixture upgrade.

These lights will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. As a standard practice, the City elects lease Option A on all of the outdoor lighting service agreements for the up front equipment costs. All of the costs associated with leased street lights are paid out of the Local Road & Street Fund with the Street Operations Division's budget.

Location: E. Cottage Grove between N. Walnut St and N. Park Ave

Fixture: Ten (10) 70W LED Grey roadway fixtures mounted on an existing wooden poles

Option A: \$5,682.88

Estimated Monthly Charge: \$24.44

Recommendation: ☒ Approve Outdoor Lighting Service Agreement by *Christina Smith*



11/26/2018

CITY OF BLOOMINGTON MISC: LIGHTS WALNUT ST N & WALNUT GROVE N
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject:
824 COTTAGE GROVE
BLOOMINGTON, IN

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000012466		11/26/2018
	Agreement Coverage			Agreement Number		Current Date
79103921	30427004	75110	5450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name				This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON MISC: LIGHTS WALNUT ST N & WALNUT GROVE N			
Service Location or Subdivision				The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	824 COTTAGE GROVE			
Service Address	APT: 1			
Service City, State, Zip code	BLOOMINGTON	IN		
Mailing Name	CITY OF BLOOMINGTON MISC: LIGHTS WALNUT ST N & WALNUT GROVE N			Notes:
Mailing Business Name				
Mailing Address	PO BOX 100			
Mailing Address	401 N MORTON ST			
Mailing City, State, Zip code	BLOOMINGTON	IN	47402-0100	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 2/24/2019
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$5,682.88	\$13.85	\$10.59	10	\$24.44	\$2.44	\$2.44
Option B - 1 Year Agreement Initial Term	\$495.25	\$13.85	\$10.59	10	\$519.69	\$51.97	\$2.44
Option C - 3 Year Agreement Initial Term	\$169.68	\$13.85	\$10.59	10	\$194.12	\$19.41	\$2.44
Option D - 5 Year Agreement Initial Term	\$115.12	\$13.85	\$10.59	10	\$139.56	\$13.96	\$2.44
Option E - 7 Year Agreement Initial Term	\$92.34	\$13.85	\$10.59	10	\$116.78	\$11.68	\$2.44
Option F - 10 Year Agreement Initial Term	\$75.84	\$13.85	\$10.59	10	\$100.28	\$10.03	\$2.44

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) ☒ A ☐ DECLINE ☐

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative	AND	Customer / Representative
Signature <u>Craig Barker</u>		Signature _____
Printed Name <u>Craig Barker</u>		Printed Name _____
Date <u>11/26/2018</u>		Date _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
3	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$1.39	\$1.06	10	\$24.44
SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									24.44

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.045387 Rate Effective Date 1/1/2016 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1
2	Existing Pole	1
3	Existing Pole	1
4	Existing Pole	1
5	Existing Pole	1
6	Existing Pole	1
7	Existing Pole	1
8	Existing Pole	1
9	Existing Pole	1
10	Existing Pole	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B – AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

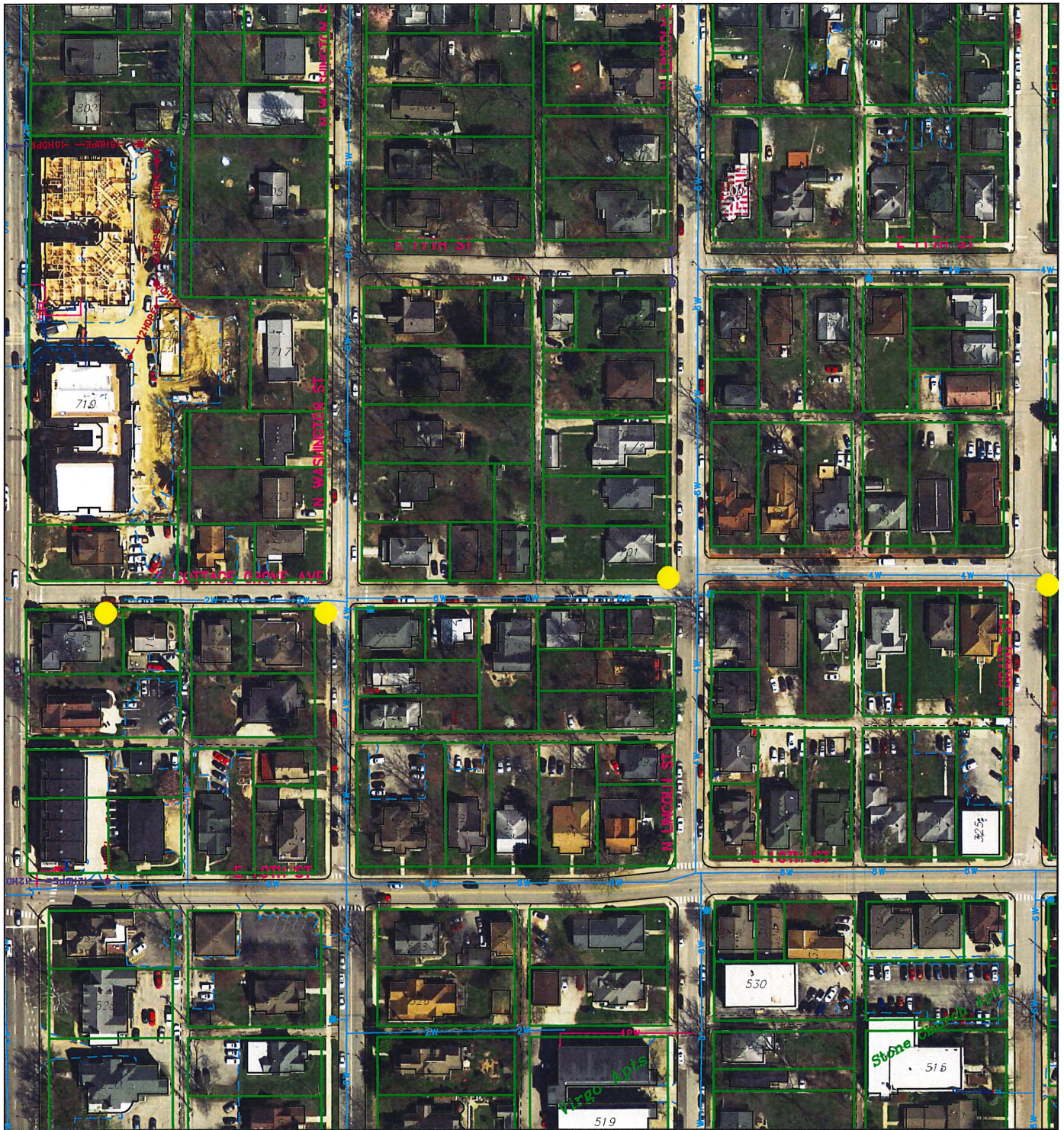
SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

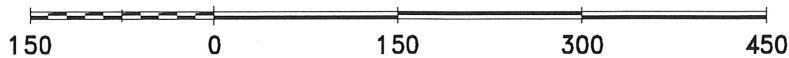
OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



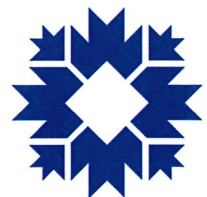
By: smithc
1 Nov 18



For reference only; map information NOT warranted.



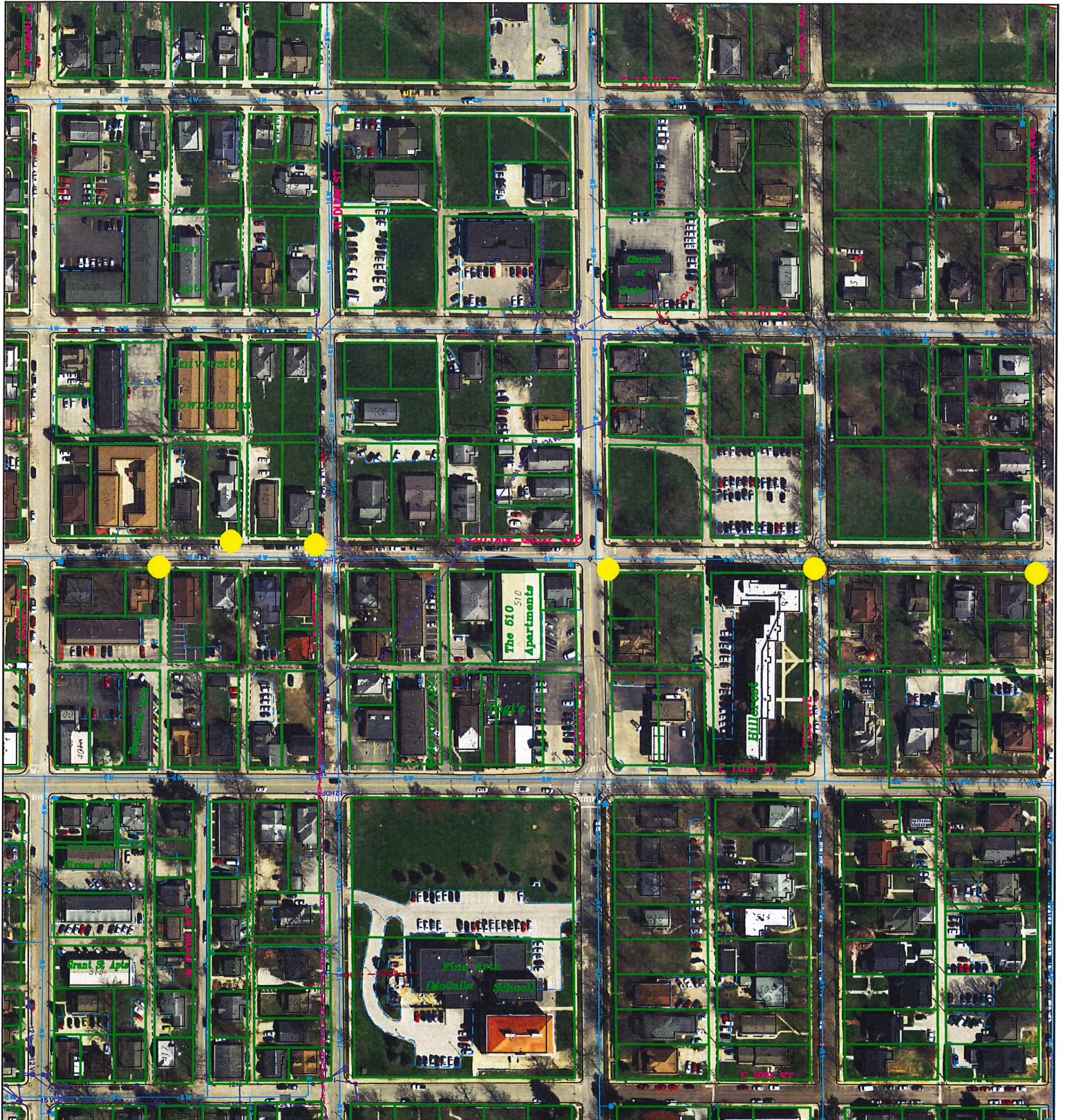
City of Bloomington
Public Works



Scale: 1" = 150'

E. Cottage Grove between N. Grant St and N. Park Ave

● Duke Leased Street Light Locations



REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/18/2019	Payroll				423,809.02
					<u>423,809.02</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 \$ 423,809.02

Dated this 22nd day of January year of 2019.

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

Project/Event: Request to encroach into the public right of way for construction 1799-1811 E 10th Street (Crosstown Shopping Center)

Staff Representative: Dan Backler

Petitioner/Representative: Petitioner: John W. Wilhite, Indiana University Foundation
Representative: Tim Hanson, WS Property Group

Date: 1/8/2019

Report: WS Property Group is proposing the construction of a building at 1799-1811 E 10th Street. Construction will include the construction of a parking lot which will generally fit in the footprint of the existing parking lot, which currently encroaches into the City's right-of-way and has since the development was originally built. Staff sees no reason that the new development shouldn't continue to use this portion of right-of-way and feels that an encroachment resolution is required for use of this portion of right-of-way. There are also existing sidewalks, steps and utilities that we wish to be covered by this resolution.

Recommendation and Supporting Justification: The encroachment is typical of this type of condition and represents a solution that is in the best interests of the development and the City. A resolution has been prepared by city staff which will need to be signed by the owner of the property. Staff recommends approval of the encroachment.

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

**BOARD OF PUBLIC WORKS
RESOLUTION 2019-01**

Encroachments at 1799-1811 E 10th Street

WHEREAS, The Indiana University Foundation, (“Owner”), owns the real property located at 1799-1811 E 10th Street, Bloomington, Indiana, more particularly described in a deed recorded as Instrument No. 2017013009 in the Office of the Recorder of Monroe County, Indiana, (“Property”); and

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

WHEREAS, the current parking lot, sidewalk, utilities and concrete steps shown in Exhibit B have encroached into City right-of-way for decades without issue; and

WHEREAS, Owner has requested that it be allowed to install the following encroachments over and upon the public right of way adjacent to its business: a portion of paved asphalt parking lot approximately 8’-0” east-west by 215’-0” north-south;

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

1. Owner shall be allowed to utilize said portion of right-of-way for the installation the portion of parking area depicted in Exhibit A, and owner shall be allowed to continue to utilize said portion of right-of-way for the existing sidewalk, utilities, and concrete steps shown in Exhibit B.
2. Owner agrees to maintain the described encroachments and to keep them in a safe and good condition.
3. The encroachments shall not deviate from the design which is depicted in Exhibit A of this Resolution. Exhibits A and B are attached hereto and incorporated herein.
4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.

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

expressly acknowledges that this agreement is intended to be as broad as permitted by law, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

11. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by The Indiana University Foundation; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
12. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. The Indiana University Foundation expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
13. James P. Perin, as Senior Vice President and Chief Financial Officer, and John W. Wilhite, as Assistant Vice President, Real Estate, Personal Property and Insurance of The Indiana University Foundation, agree by signing that they have full power by proper action to enter into this agreement and have authority to do so.

Signed this 8th day of January, 2019.

Board of Public Works

The Indiana University Foundation

Kyla Cox Deckard, President

James P. Perin, Senior Vice President and
Chief Financial Officer

Beth H. Hollingsworth

John W. Wilhite,
Assistant Vice President, Real Estate,
Personal Property and Insurance

Dana Palazzo

Date

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Kyla Cox Deckard, Beth H. Hollingsworth and Dana Palazzo, members of the Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2019.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____

County of Residence: _____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, James P. Perin, Senior Vice President and Chief Financial Officer of The Indiana University Foundation, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2018.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____

County of Residence: _____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, John W. Wilhite, Assistant Vice President, Real Estate, Personal Property and Insurance of The Indiana University Foundation, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2019.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____

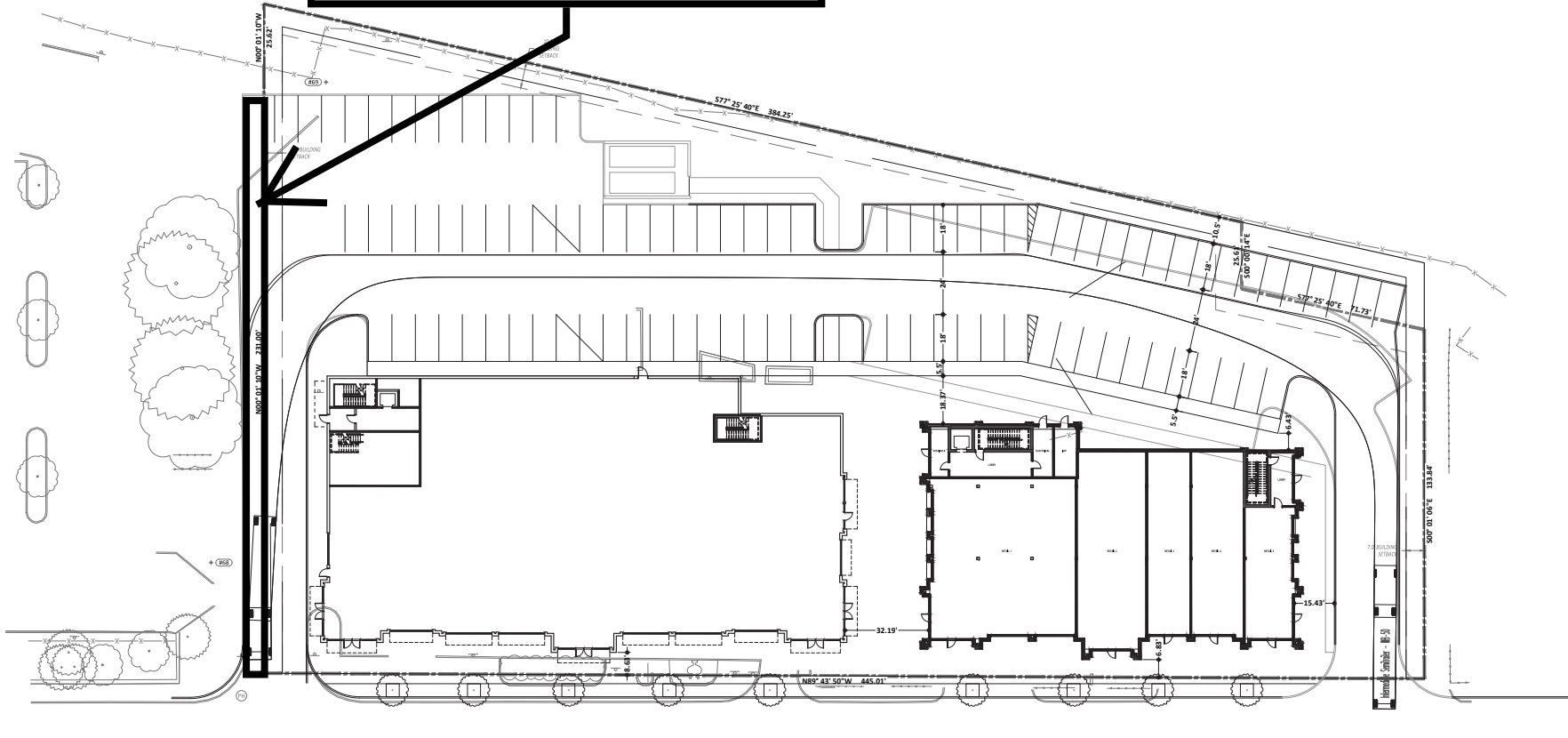
County of Residence: _____

Printed Name

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

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

A PORTION OF THE PROPOSED
ASPHALT PARKING LOT
ENCROACHING INTO RIGHT-OF-
WAY



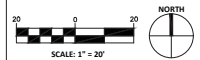
BRCJ
Bloomington Regional Center, Inc.
1351 West Tapp Road
Bloomington, Indiana 47403
Phone: 812.336.8277
Fax: 812.336.0817
www.brcjwi.com

BLOOMINGTON BEDFORD PAOLI

**CROSTOWN
SHOPPING CENTER**
Bloomington Indiana

BRCJ Project No: 9747

SITE IMPROVEMENT PLAN



Date: 07-25-2018 Issue: PRELIMINARY SITE PLAN

REVISION SCHEDULE		
Rev. #	Rev. Description:	Issue Date

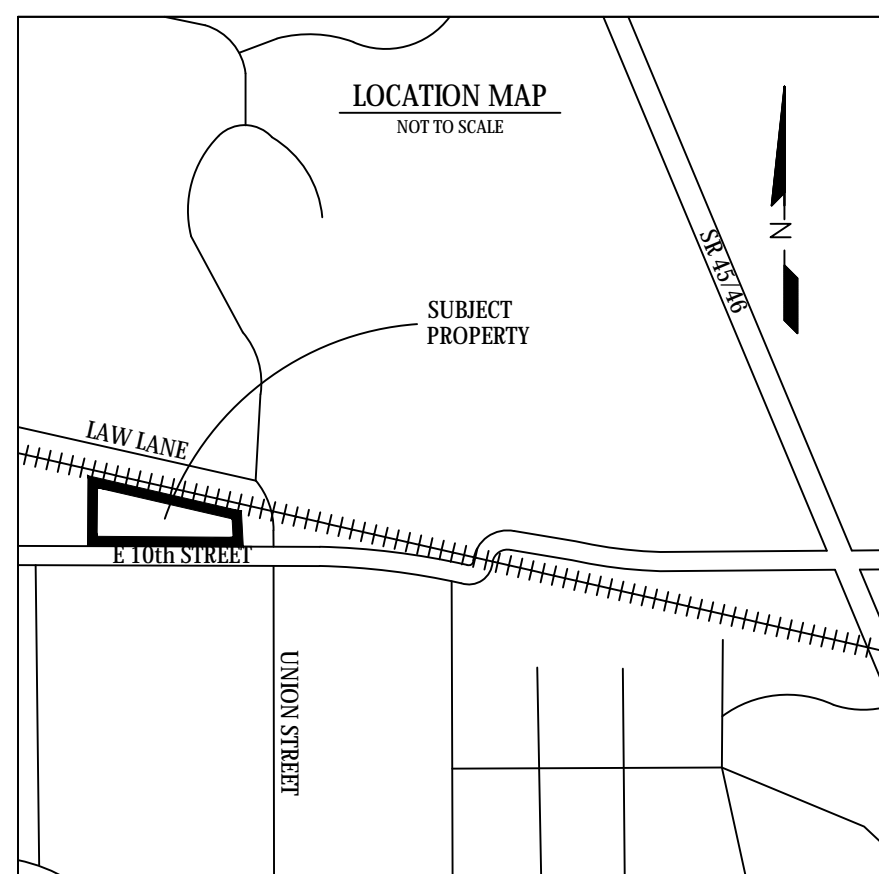
Drawn By: XXX
Designed By: XXX
Checked By: XXX

C401

LEGEND:

YARD LIGHT	FENCE	FD AXLE
LIGHT POLE	GUARDRAIL	FD BRASS DISK
SIGNAL POLE	OVERHEAD WIRES	FD COT GIN POLE
UTILITY POLE	UNDER ELEC	FD CHISELED X
GUY WIRE	GAS LINE	SET CHISELED X
CATCH BASIN	SAN SEWER LINE	SET DRILL HOLE
CURB INLET	STORM SEWER LINE	FD HARRISON MON.
ELECTRIC MH	UNDER TELEPHONE	SET HUB/TACK
MANHOLE	EXISTING WATER LINE	FD REBAR
PHONE MH	CHILLED WATER LINE	SET REBAR
SANITARY MH	SIGN	FD MAG NAIL
SIGNAL MH	R.O.W. MON.	SET MAG NAIL
STEAM MH	MONITORING WELL	FD NAIL
STORM MH	ROLLARD	SET NAIL
WATER METER	BORE HOLE	FD PIPE
ELEC. METER	DOWNSPOUT	FD RR SPIRE
CLEANOUT	GATE POST	SET RR SPIRE
WATER MH	POLE	FD STONE
FIRE HYDRANT	PARKING METER	RECORDED B&D
SPR. HOOKUP	T-POST	MEASURED B&D
SPRINKLER	WOOD POST	ABOVE GROUND
WATER VALVE	PARKING SPACES	BELOW GROUND
FIRE MAIN POST	TRANSFORMER	DECID. TREE
STEAM VAULT	ELEC. VAULT	CONIF. TREE
VALVE VAULT	GAS METER	PHONE VAULT
	GAS VALVE	PHONE RISER-BOX
	GAS RISER-BOX	TV RISER-BOX
	PROP. TANK	ELEC. RISER-BOX
	MAILBOX	AC UNIT
	PARKING BLOCK	
	POST	
	SHRUB	

ALTA / NSPS LAND TITLE SURVEY A PART OF THE NW ¼ OF SECTION 34, T9N, R1W AND RAY ROGERS ADDITION, CITY OF BLOOMINGTON MONROE COUNTY, INDIANA.



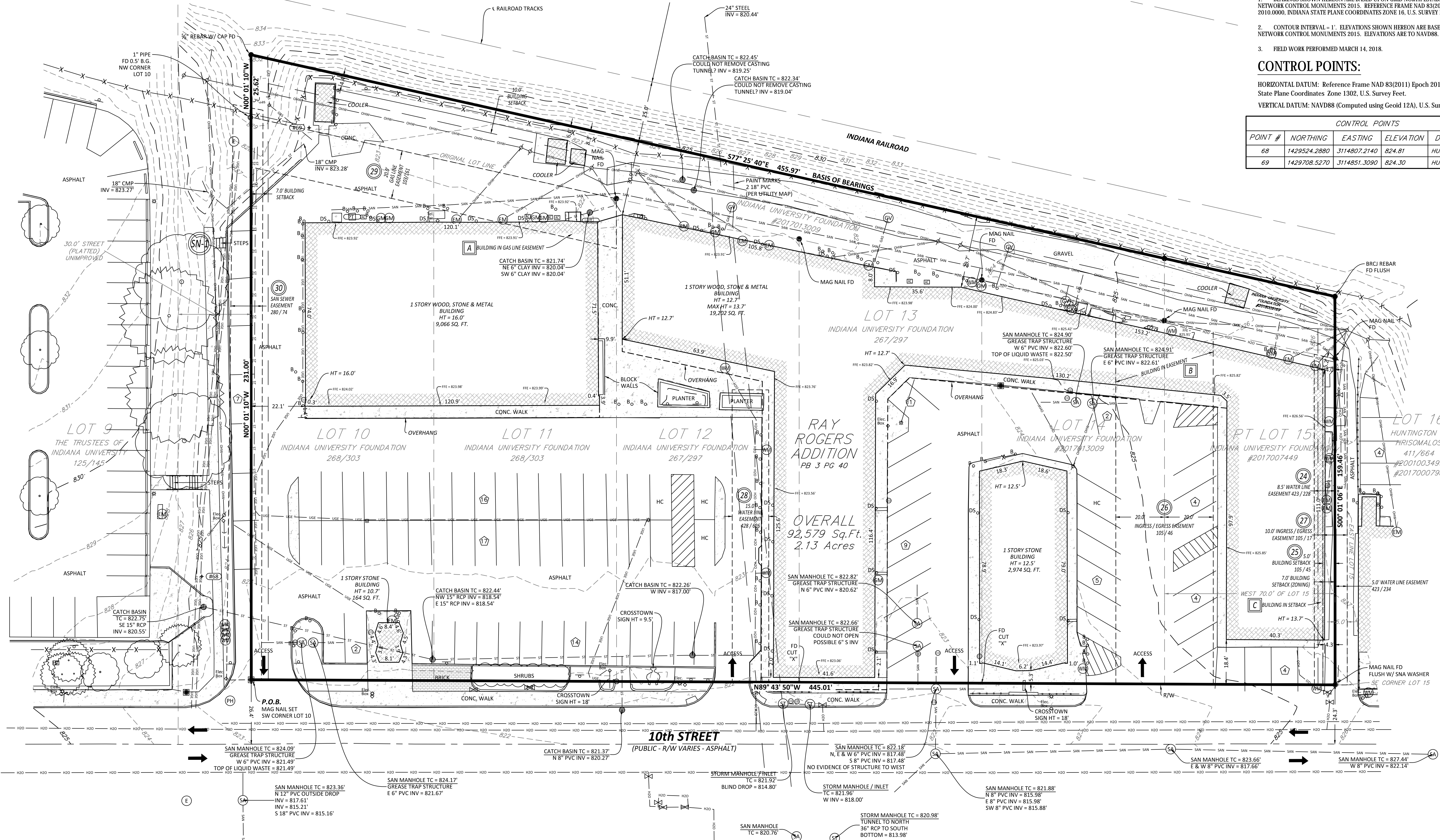
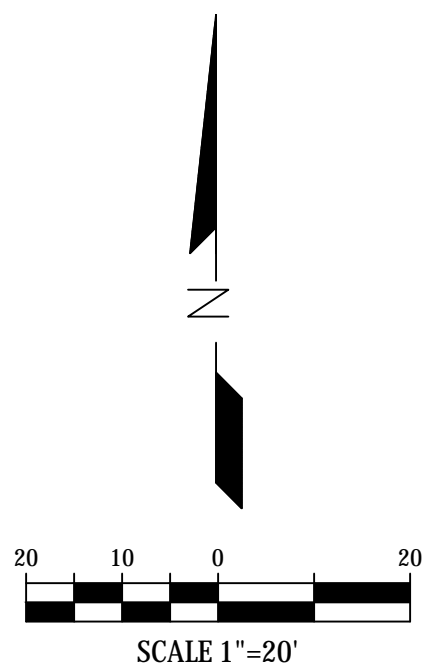
NOTES:

1. BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH ESTABLISHED FROM IU NETWORK CONTROL MONUMENTS 2015. REFERENCE FRAME NAD 83(2011) EPOCH 2010.0000, INDIANA STATE PLANE COORDINATES ZONE 16, U.S. SURVEY FEET.
2. CONTOUR INTERVAL = 1'. ELEVATIONS SHOWN HEREON ARE BASED UPON IU NETWORKS CONTROL MONUMENTS 2015. ELEVATIONS ARE TO NAVD88.
3. FIELD WORK PERFORMED MARCH 14, 2018.

CONTROL POINTS:

HORIZONTAL DATUM: Reference Frame NAD 83(2011) Epoch 2010.0000, Indiana State Plane Coordinates Zone 1302, U.S. Survey Feet.
 VERTICAL DATUM: NAVD88 (Computed using Geoid 12A), U.S. Survey Feet.

CONTROL POINTS				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
68	1429524.2880	3114807.2140	824.81	HUB & TACK SET
69	1429708.5270	3114851.3090	824.30	HUB & TACK SET

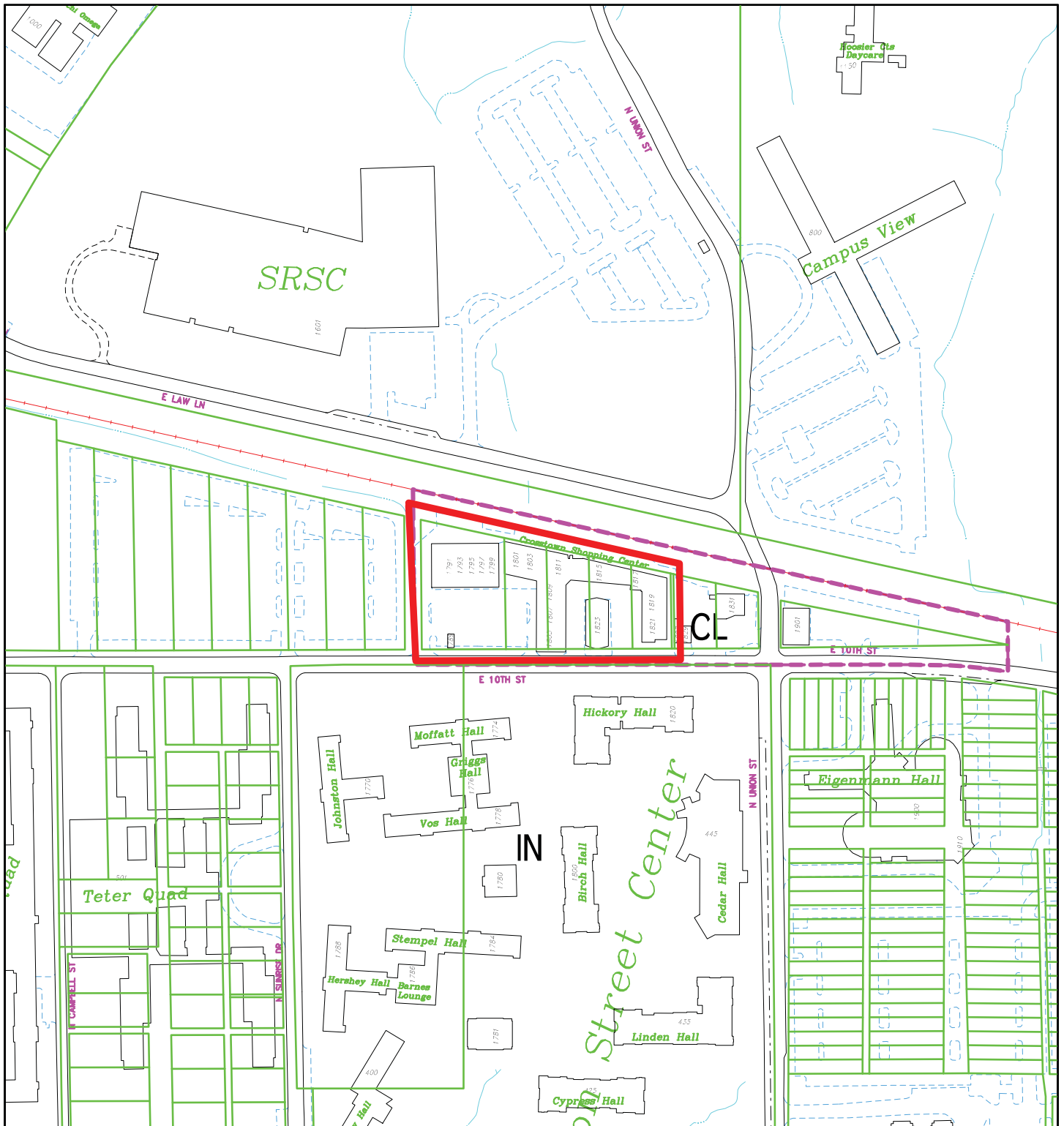


CROSSTOWN SHOPPING CENTER
 BLOOMINGTON, INDIANA
 FOR
 WS PROPERTY GROUP

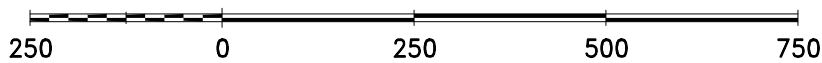
SURVEYED BY: C.M.
 DRAWN BY: R.S.I.
 CHECKED BY: M.J.I.
 DATE: SEPTEMBER 10, 2018

ALTA / TOPO
 SURVEY

SHEET
 2 OF 3
 PROJECT NO. 9747

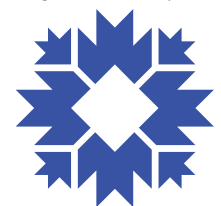


By: scanlanj
27 Jul 18

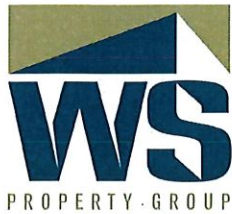


For reference only; map information NOT warranted.

City of Bloomington
Planning & Transportation



Scale: 1" = 250'



October 10, 2018

Dan Backler
Public Improvement Manager
City of Bloomington
Planning and Transportation Dept
401 N. Morton Street
Bloomington, IN 47404

Mr. Backler:

Crosstown Redevelopment Holdings, LLC as Developer in conjunction with Indiana University Foundation (IUF) is in the process redeveloping the Crosstown Shopping Center located on E 10th Street. The proposed plan will be implemented in two phases with the eastern building being constructed first and the western building thereafter.

The project moves the buildings forward to the street having the parking field in the rear. The redevelopment will eliminate two drive cuts onto E 10th street only having access points on the east and west ends of the project. The western drive cut is located in the same location as the current drive cut.

The current drive cut and associated sidewalk was approved and installed in 1981 with the original construction of Crosstown II commercial building. The developer nor the City has been able to locate any encroachment agreement for the improvements that reside in the 30 foot right of way that extends from 10th Street to the railroad right of way to the north. The proposed drive for the Redevelopment is in the same location as the existing.

To date, Crosstown Redevelopment has received approvals from the City of Bloomington Plan Commission as well as the City of Bloomington Board of Zoning Appeals.

We would respectfully request that the Board of Public works allow this encroachment to continue to provide access to the property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Hanson', is written over a horizontal line.

Tim Hanson



INDIANA UNIVERSITY FOUNDATION

October 9, 2018

Dan Backler
Public Improvement Manager
City of Bloomington
Planning and Transportation Dept
401 N. Morton Street
Bloomington, IN 47404

Mr. Backler:

The Indiana University Foundation, Inc. ("IUF") is in the process of redevelopment of the Crosstown Shopping Center located generally at 1799-1811 E 10th Street, in Bloomington, Indiana (the "Property"). Crosstown Redevelopment Holdings, LLC (the "Developer") is managing demolition and construction of the improvements and it is planned that the Developer will manage the Property following demolition.

IUF has provided consent to the City of Bloomington for the Developer to obtain approval of the Development Plan from the City for the Property. To date, Crosstown Redevelopment has received approvals from the City of Bloomington Plan Commission as well as the City of Bloomington Board of Zoning Appeals.

The Developer has informed IUF that some of the improvements (both existing and planned) to the Property do or will reside in a public right of way. Please accept this letter as a formal delegation of authority from IUF to allow the Developer to take all action necessary in order to obtain appropriate approvals from the City of Bloomington for these encroachments.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

John W. Wilhite
Assistant Vice President
Real Estate, Personal Property & Insurance
O: 812-855-8375
E: jowilhite@iu.edu

FOR ALL

The Indiana University Bicentennial Campaign



Board of Public Works Staff Report

Project/Event: Request an agreement for the encroachment of large landscaping rocks

Staff Representative: Dan Backler

Petitioner/Representative: Park South LLC, Mark Lauchli, Member

Date: 1/22/2019

Report: The Park South development is currently being constructed at the southeast corner of Hillside and Henderson. In an effort to reduce damage to curb and ramps adjacent to the street, the owner is requesting an encroachment agreement with the City to place large landscaping rocks in the right-of-way. It is expected that this will deter drivers from mounting the curbs and damaging the hardscape. An encroachment resolution will be required to establish the parameters of the agreement. The resolution includes hold harmless language and describes the methods through which the encroachment will be removed should the City desire to improve the right-of-way.

Recommendation: Staff recommends the approval of the encroachment resolution.

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

**BOARD OF PUBLIC WORKS
RESOLUTION 2019-07**

Right of Way Encroachment at 600 E Hillside

WHEREAS, Park South LLC, is the Owner of a building commonly known as 600 E Hillside, Bloomington, Monroe County, Indiana (“Owner”), which real estate is more particularly described in a deed recorded as instrument number 2016017343 in the Office of the Recorder of Monroe County; and

WHEREAS, the building on the Real Estate has remained in existence in its current location since construction; and

WHEREAS, it is the desire of the Owner to place landscaping rocks in the right-of-way along Hillside and Henderson owned by the City of Bloomington (“City”); and

WHEREAS, the City neither desires nor intends to vacate this right of way; and

WHEREAS, although the Board of Public Works is authorized pursuant to Indiana Code § 36-9-6-15 to order the removal of any structure in a public place of the City, the City is willing to allow Owner and its successor(s) to encroach onto the portion of the City’s right of way as described above;

NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachments into the described right of way provided that:

1. Owner agrees for itself and its successor(s) in interest to release and forever discharge, hold harmless and indemnify the City of Bloomington, its departments, officers, agents, employees and assigns for any and all claims, actions, losses or injuries, including reasonable attorney’s fees, that may arise as a result of Owner’s use of the right of way. In case any claim or action is brought against the City of Bloomington or any of its officers or agents, for the failure, omission or neglect of the Owner or its successor(s) to perform any of the covenants of this Resolution, or for injury or damage caused by alleged negligence of Owner or its agents, subcontractors, employees or successor(s), the Owner or its successor(s) shall indemnify and hold

harmless the City and its officers, agents and assigns from any and all losses, damages, costs (including attorney's fees) or judgments arising out of such claim or action.

2. Owner agrees that no further structural encroachment may be made onto the right of way without first obtaining the Board of Public Works' approval for the additional encroachment.

3. In the event the Owner sells the property during the term of this Resolution, this Resolution shall continue under the original conditions and be binding on the successor(s).

4. Owner agrees that if the large landscaping rocks on the Real Estate are removed for any reason, no structure may be rebuilt or placed in the right of way.

5. If at any time it is determined that the street or sidewalk should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroaching improvements interfere with the planned public improvements, the City shall provide notice to Owner for removal of the encroachment. The City shall provide said notice to Owner as far in advance as possible of the date the City requires access to the right of way.

6. Notice shall be given by the City to Park South LLC at the address of its then current registered agent, by United States Certified Mail or recognized national overnight delivery carrier.

7. Upon receipt of said notice and prior to the date set forth in the notice, the Owner or its successor(s) shall remove the encroachment(s) described herein. This removal shall be performed at the Owner's expense and without compensation by the City.

8. This Resolution is not intended to relieve Owner or its successor(s) of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.

9. By executing this Resolution on behalf of the Owners, Mark Lauchli, represents and certifies that he has been fully empowered to execute this Resolution and that all necessary corporate action for the execution of this Resolution has been taken and done.

10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by the Owner; and (c) the return of a copy of the recorded Resolution, which must include the Recorder's file information, to the Department of Public Works.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Park South LLC

By: _____
Kyla Cox Deckard, President

By: _____
Mark Lauchli, Member

By: _____
Beth H. Hollingsworth, Vice President

Date: _____

By: _____
Dana Palazzo, Secretary

Date: _____

STATE OF INDIANA)
)
COUNTY OF MONROE) SS:

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

WITNESS, my hand and notarial seal this _____ day of _____, 2019.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

STATE OF INDIANA)
)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Mark Lauchli, Member of Park South, LLC who acknowledged the execution of the foregoing Resolution as his voluntary act and deed.

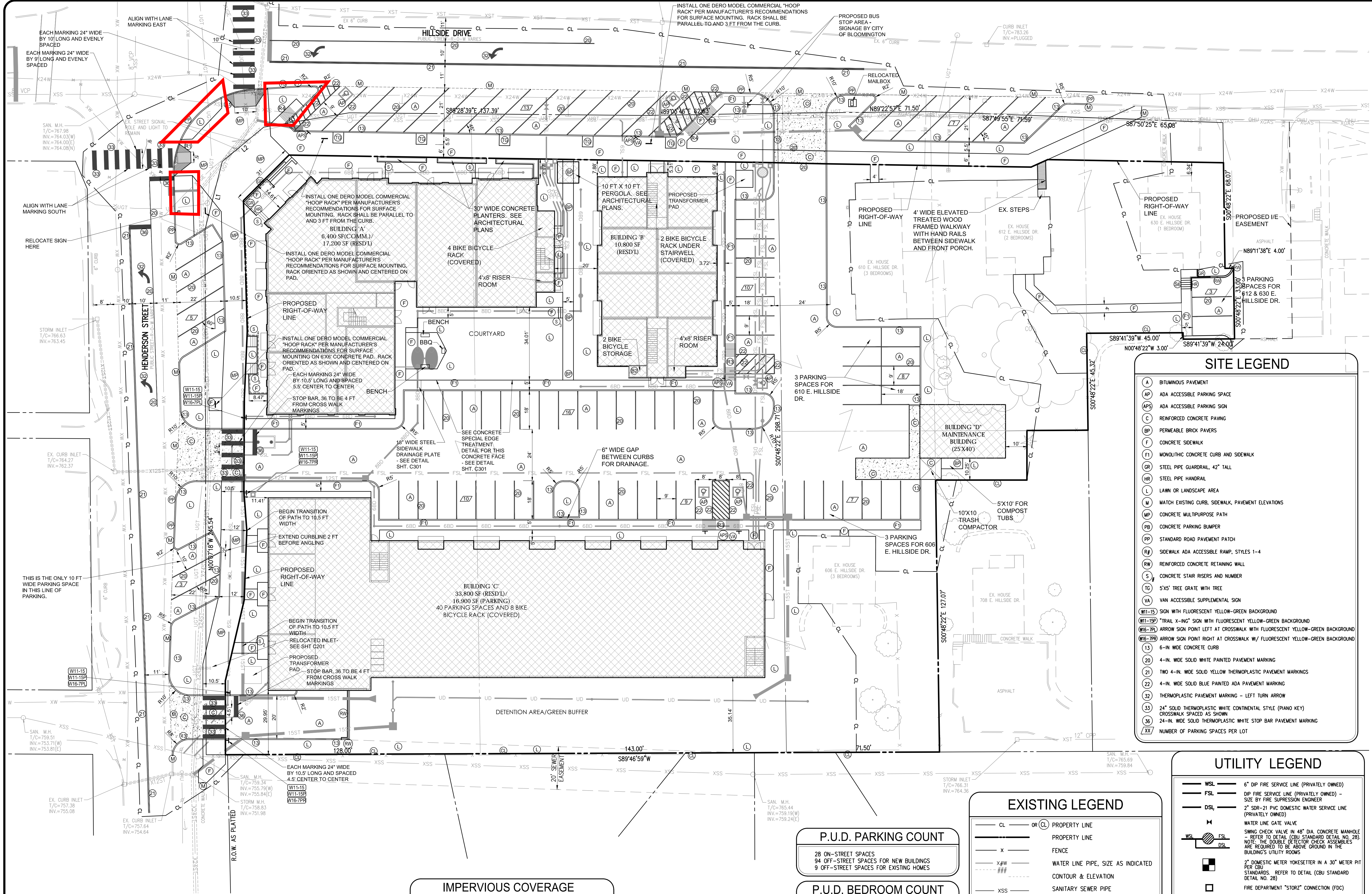
WITNESS, my hand and notarial seal this _____ day of _____, 2019.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name



NOTE TO CONTRACTOR

CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.

IMPERVIOUS COVERAGE	
PUD AREA (PRIOR TO RIGHT-OF-WAY DEDICATION):	118,896.0 SF (2.73 AC)
RIGHT-OF-WAY DEDICATION AREA:	14,130.2 SF (0.32 AC)
NEW PUD AREA:	104,938.5 SF (2.41 AC)
TOTAL IMPERVIOUS SURFACE AREA WITHIN NEW PUD AREA:	+69,924 SF
FINAL IMPERVIOUS COVERAGE WITHIN NEW PUD AREA:	66.6%

P.U.D. COMMERCIAL SPACE

A TOTAL OF 6,400 SF OF COMMERCIAL SPACE WILL BE LOCATED IN BUILDING 'A'

P.U.D. PARKING COUNT

28 ON-STREET SPACES
94 OFF-STREET SPACES FOR NEW BUILDINGS
9 OFF-STREET SPACES FOR EXISTING HOMES

P.U.D. BEDROOM COUNT

NEW BUILDINGS:
20 - TWO BEDROOM UNITS W/ 2 BATHROOM
35 - ONE BEDROOM UNITS W/ 1 BATHROOM
19 - EFFICIENCY

EXISTING HOMES:
1 - ONE BEDROOM HOME
1 - TWO BEDROOM HOME
2 - THREE BEDROOM HOMES

EXISTING LEGEND	
CL	PROPERTY LINE
X	FENCE
X###	WATER LINE PIPE, SIZE AS INDICATED
---	CONTOUR & ELEVATION
XSS	SANITARY SEWER PIPE
X#ST	STORM SEWER PIPE, SIZE AS INDICATED
XOHE	OVERHEAD ELECTRIC LINES
XUGE	UNDERGROUND ELECTRIC LINES
XOHT	OVERHEAD TELEPHONE LINES
XUGT	UNDERGROUND TELEPHONE LINE
XGAS	GAS LINE PIPE

UTILITY LEGEND	
WSL	6" DIP FIRE SERVICE LINE (PRIVATELY OWNED)
FSL	DIP FIRE SERVICE LINE (PRIVATELY OWNED) - SIZE BY FIRE SUPPRESSION ENGINEER
DSL	2" SDR-21 PVC DOMESTIC WATER SERVICE LINE (PRIVATELY OWNED)
WSL	WATER LINE GATE VALVE
WSL	SWING CHECK VALVE IN 48" DIA. CONCRETE MANHOLE - REFER TO DETAIL (CBU STANDARD DETAIL NO. 28). NOTE: THE DOUBLE DETECTOR CHECK ASSEMBLY ARE REQUIRED TO BE ABOVE GROUND IN THE BUILDING'S UTILITY ROOMS
WSL	2" DOMESTIC METER YOKESSETER IN A 30" METER PIT PER CBU STANDARDS. REFER TO DETAIL (CBU STANDARD DETAIL NO. 28)
WSL	FIRE DEPARTMENT "STORZ" CONNECTION (FDC)
WSL	POST INDICATING VALVE (PIV)
6SL	6" SDR-35 PVC SANITARY SEWER LATERAL (PRIVATELY OWNED)
ST	ADS BRAND SERIES N-12 HIDE STORM SEWER PIPE (PRIVATELY OWNED)
BD	SDR-35 PVC BUILDING/DOWNSPOUT DRAIN PIPE (PRIVATELY OWNED)
GAS	GAS SERVICE LINE
ELEC	ELECTRIC SERVICE LINE - SEE NOTE THIS SHEET

SITE LEGEND	
A	BITUMINOUS PAVEMENT
AP	ADA ACCESSIBLE PARKING SPACE
APS	ADA ACCESSIBLE PARKING SIGN
C	REINFORCED CONCRETE PAVING
BP	PERMEABLE BRICK PAVERS
F	CONCRETE SIDEWALK
FI	MONOLITHIC CONCRETE CURB AND SIDEWALK
GR	STEEL PIPE GUARDRAIL, 42" TALL
HR	STEEL PIPE HANDRAIL
L	LAWN OR LANDSCAPE AREA
M	MATCH EXISTING CURB, SIDEWALK, PAVEMENT ELEVATIONS
MP	CONCRETE MULTIPURPOSE PATH
PB	CONCRETE PARKING BUMPER
PP	STANDARD ROAD PAVEMENT PATCH
R#	SIDEWALK ADA ACCESSIBLE RAMP, STYLES 1-4
RW	REINFORCED CONCRETE RETAINING WALL
S	CONCRETE STAIR RISERS AND NUMBER
TC	5'X5' TREE GRATE WITH TREE
VA	VAN ACCESSIBLE SUPPLEMENTAL SIGN
W11-15	SIGN WITH FLUORESCENT YELLOW-GREEN BACKGROUND
W11-15P	"TRAIL X-ING" SIGN WITH FLUORESCENT YELLOW-GREEN BACKGROUND
W16-75	ARROW SIGN POINT LEFT AT CROSSWALK WITH FLUORESCENT YELLOW-GREEN BACKGROUND
W16-75P	ARROW SIGN POINT RIGHT AT CROSSWALK W/ FLUORESCENT YELLOW-GREEN BACKGROUND
13	6-IN WIDE CONCRETE CURB
20	4-IN. WIDE SOLID WHITE PAINTED PAVEMENT MARKING
21	TWO 4-IN. WIDE SOLID YELLOW THERMOPLASTIC PAVEMENT MARKINGS
22	4-IN. WIDE SOLID BLUE PAINTED ADA PAVEMENT MARKING
32	THERMOPLASTIC PAVEMENT MARKING - LEFT TURN ARROW
33	24" SOLID THERMOPLASTIC WHITE CONTINENTAL STYLE (PIANO KEY) CROSSWALK SPACED AS SHOWN
36	24-IN. WIDE SOLID THERMOPLASTIC WHITE STOP BAR PAVEMENT MARKING
XX	NUMBER OF PARKING SPACES PER LOT

revisions:

SCALE: 1"=20'

ARCHITECTURE
CIVIL ENGINEERING
PLANNING

BYNUM FANYO & ASSOCIATES, INC.

bloomington, Indiana
(812) 339-2990 (Fax)

No. 60018283

STATE OF INDIANA

PROFESSIONAL ENGINEER

certified by *[Signature]*

**PROPOSED
PARK SOUTH P.U.D.**

600 - 630 E. HILLSIDE DRIVE
BLOOMINGTON, INDIANA 47401

title: SITE PLAN

designed by: JBT
drawn by: JBT
checked by: JSF
sheet no: C202
project no: 401612

EXHIBIT B

NG 24" WIDE
AND EVENLY

LANDSCAPING
ROCKS LOCATED
IN THESE AREAS

SS

.H. ———
67.98
64.03(W)
64.00(E)
64.08(N)

ANE
TH

EX. STREET SIGNAL -
POLE AND LIGHT TO
REMAIN

INSTALL
"HOOP R.
RECOMM
MOUNTIN
AND 3 FT



Friday, January 4, 2019

Dan,

Attached are the pictures showing the damage that trucks have wrought on the landscaping and the sidewalk at the Henderson to Hillside right turn. What we are proposing is a decorative rock similar to the one already installed in that island, in the location circled in blue to give the truck drivers help to indicate where the curb is. We know that the rock has to be 24" off the curb and has to be no more than 18" tall.

We have repaired this damage twice already and it has become an expensive and onerous task. As you know from driving by our buildings, we take pride in the how our buildings, hardscape, and landscaping appear to the public and we believe this would help protect what we have installed.

If you have any questions, please feel free to contact me.

Best,

Mark

Dwellings LLC
600 E Hillside Dr., STE. 4
Bloomington, IN 47401
(812)336-5866









Board of Public Works Staff Report

Project/Event: Approve Contract Supplemental #1 for Preliminary Engineering Services for the Jackson Trail Phase II Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 01/22/2019

Report: This project will construct a multiuse path from the Sare Road multiuse path at Rhorer Road, westward along Rhorer Road across Jackson Creek, then northward along the creek to the south end of the existing Jackson Creek Trail in Sherwood Oaks Park. Additionally, an extension of the path along the east side of High Street from the roundabout at Rogers Road to Arden Drive, then east along Arden Drive to the existing path in southeast Park. This project will be placed in the MPO TIP for preliminary engineering to be locally funded, right-of-way (\$155,801 in reimbursable federal funds), construction engineering will be locally funded, and construction (\$1,205,801 in reimbursable federal funds). On February 20th, 2018, Butler, Fairman and Seufert, Inc. was awarded the contract to design this project with an existing total compensation of \$390,510.00. This supplement will add additional design efforts related to the selection of a box-beam style bridge with a net fee increase is \$7,100.00 and a new total contract amount of \$397,610.00.

Recommendation and Supporting Justification: Staff recommends that the Board approve Supplemental #1 for the Jackson Creek Trail, Phase II Project

Recommend ☒ **Approval** ☐ **Denial by** *Roy Aten*

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	02/20/2017
Design Services Contract	Approved	02/20/2018
Supplemental #1, Bridge	Pending	01/22/2019
ROW Services Contract	Future	2019
Public Need Resolution	Future	2019
Construction Inspection Contract	Future	2019
Construction Contract	N/A*	2020

* Construction contracts for federally funded projects are approved and managed by INDOT.

SUPPLEMENTAL AGREEMENT NO. 1

Supplemental Engineering Services for Des. No. 1500398

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the City of Bloomington, Indiana, acting by and through the Board of Public Works, hereinafter referred to as the "**LOCAL PUBLIC AGENCY**" and Butler, Fairman and Seufert, Inc., Indianapolis, Indiana, Consulting Engineers, hereinafter referred to as the "**ENGINEER**".

W I T N E S S E T H

WHEREAS, on February 20, 2018, the **LOCAL PUBLIC AGENCY** entered into an Agreement with the **ENGINEER** for services required for development of Contract Plans for the Jackson Creek Trail Phase 2; Designation No. 1500398.

WHEREAS, Section 6, Changes in Work, of the General Provisions state that in the event of a substantial change in the scope, the maximum fee payable and the specified fee shall be adjusted, and

WHEREAS, a portion of the work to be performed under the original design scope, Appendix "A" will be amended to address additional design efforts related to the selection of a box-beam style bridge in lieu of a prefabricated truss bridge, and

WHEREAS, the parties hereto agree that the **ENGINEER** shall cause to be made the amended and additional work at a lump sum cost as follows:

Box Beam Bridge Additional Design \$ 7,100.00

WHEREAS, the parties agree that the original agreement be modified by this Supplemental Agreement No. 1; therefore, the amended compensation for design engineering services and the addition of right-of-way services shall increase the not-to-exceed amount of this Agreement by \$7,100.00 from \$390,510.00 to a not-to-exceed amount of \$397,610.00.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement.

**CONSULTANT
BUTLER, FAIRMAN and SEUFERT,
INC.**

Signature
Bradley D. Watson, Executive V.P.

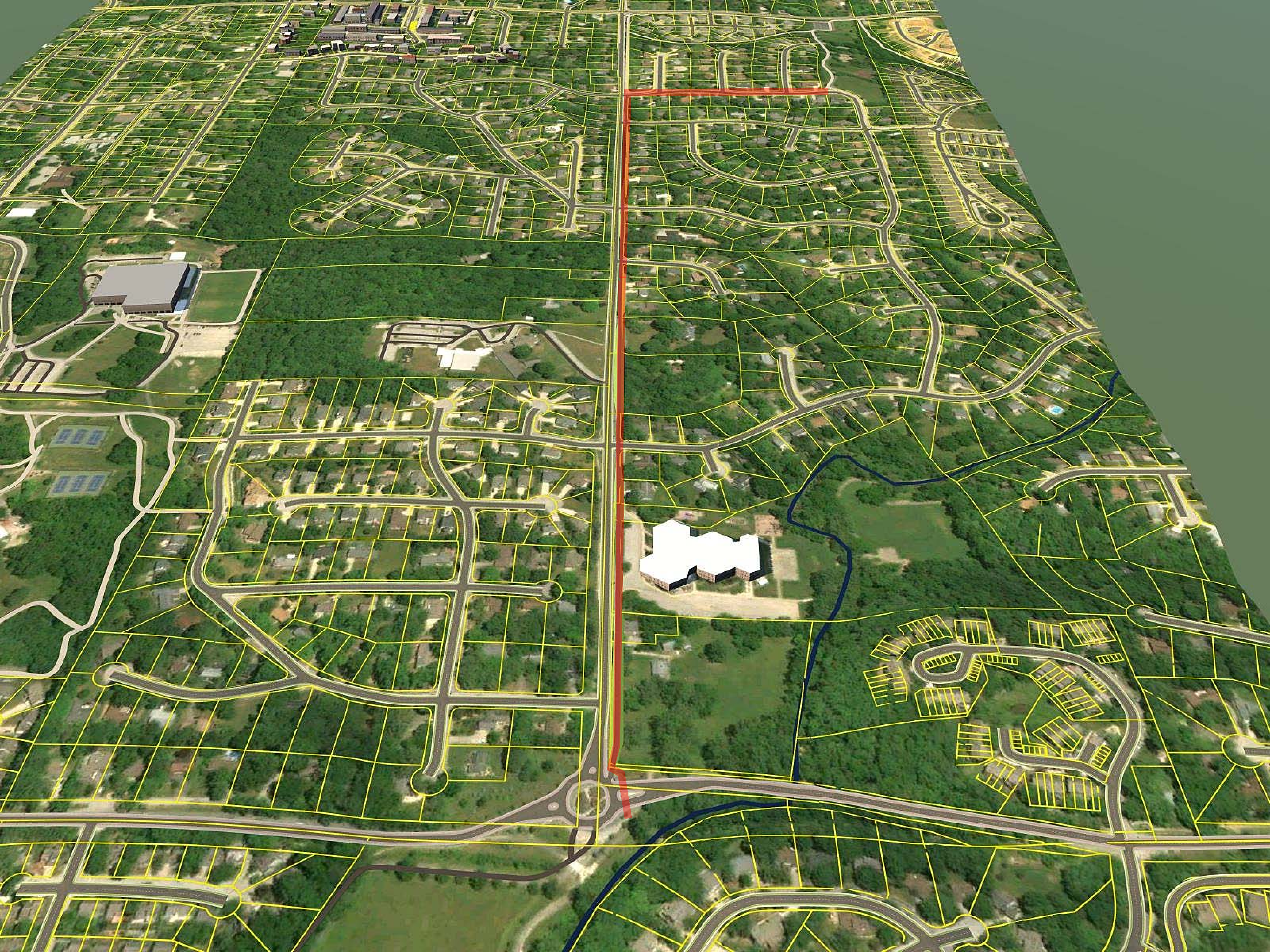
**LOCAL PUBLIC AGENCY
CITY OF BLOOMINGTON, INDIANA
BOARD OF PUBLIC WORKS**

Signature
Kyla Cox Deckard, President

Signature
Beth H. Hollingsworth, Vice President

Signature
Dana Palazzo, Secretary

Signature
Philippa M. Guthrie, Corporate Counsel







Board of Public Works Staff Report

Project/Event: Stair Tread Replacement at Fire Station #1 (HQ)

Petitioner/Representative: Bloomington Fire Department

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

Meeting Date: January 22, 2019

This project is to correct a safety issue at the Headquarters, Fire Station #1. Approximately 90 of the treads on the stairs have begun coming loose in large numbers. Previous attempts have been made to re-glue the treads, with little success.

Three prices were solicited, and are as follows:

Carpets Plus Colortile	\$16,450.00
Wylies Floor Covering	\$12,687.51
Owen Valley Flooring	\$5,995.14

Staff recommends awarding the contract to Owen Valley Flooring for \$5,995.14.

Respectfully submitted,

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

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

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
OWEN VALLEY FLOORING

FOR

REPLACEMENT OF STAIR TREADS AT FIRE STATION #1

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Owen Valley Flooring, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Replacement of stair treads at Fire Station #1 enclosure**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 180 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Five Thousand, Nine Hundred Fifty-Five Dollars and Fourteen Cents (\$5,955.14). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works	Owen Valley Flooring
Attn: J.D. Boruff, Facilities Director	Attn: David Henk
P.O. Box 100	2237 SR 67
Bloomington, Indiana 47402	Spencer, Indiana 47468

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented

any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: January 22, 2019

City of Bloomington
Bloomington Board of Public Works

Owen Valley Flooring

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

REPLACEMENT OF STAIR TREADS AT FIRE STATION #2

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

Owen Valley Flooring will provide all necessary labor and materials to complete the following:

1. Remove existing stair treads and clean surface.
2. Install 92 new floor treads, 6 rubber tiles, 6 linear feet of vinyl trim, 108 linear feet of 6" cove base, and 48 linear feet of 4 ½" cove base.
3. Thoroughly clean work area upon completion of work.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

Method of Compliance (Specify) _____

Signature

Date: _____, 20____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

"E-Verify AFFIDAVIT"

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name



Board of Public Works Staff Report

Request: Approval of Board of Public Works Appointment to the Plan Commission

Petitioner/Representative: Department of Public Works

Staff Representative: Adam Wason, Public Works Director

Date: 1/18/19

Currently, the Board of Public Works appointment to the Plan Commission is vacant. Flávia Burrell is being recommended for your consideration. A short bio for Flávia is below.

Flávia Burrell is a RE/MAX Realty Professionals real estate broker specializing in Residential sales, representing buyers and sellers. She is a graduate of Kendall College of Art & Design and is formally trained in design, architecture and woodworking. Her unique background gives her a distinctive understanding of construction styles, urban planning, and aesthetic value. Flávia is passionate about helping her clients find the ideal house they can call a home. She is also a graduate of the Leadership Bloomington-Monroe County (LBMC), Class of 2017. Flávia has been a member of the Historic Preservation Commission for almost 2 years. She and her husband have lived in Bloomington for 25 years, having first moved here in 1988. She has three children: one IU Kelley graduate, one Belmont University graduate and a future bicentennial (2020) IU Kelley graduate. She was born in Brazil, South America and is fluent in both Portuguese and English.

Recommend ☒ **Approval** ☐ **Denial by:** Adam Wason



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-duck tape		01/25/2019	10.59
6530 - Office Depot, INC	01-duck tape, shop ticket holders		01/25/2019	93.17
6530 - Office Depot, INC	01-post it notes, batteries, scotch tape, file folders, labels		01/25/2019	42.32
6530 - Office Depot, INC	01-color copy paper, clasp envelopes		01/25/2019	53.82
Account 52110 - Office Supplies Totals			4	\$199.90
Account 52210 - Institutional Supplies				
4623 - Bayer Corporation	01-antibiotics-Claro Otic Solution		01/25/2019	137.90
4045 - Datamars, INC	01-microchips-400		01/25/2019	2,445.29
313 - Fastenal Company	01-hand sanitizer-9/21/18		01/25/2019	310.96
313 - Fastenal Company	01-towels, toilet paper-9/21/18		01/25/2019	228.35
313 - Fastenal Company	01-safety cutters-10		01/25/2019	24.70
313 - Fastenal Company	01-laundry detergent		01/25/2019	55.52
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/feline/kitten food-1/4/19		01/25/2019	399.06
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline prescription diet food-12/21/18		01/25/2019	52.40
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline prescription food-12/31/18		01/25/2019	117.23
4586 - Hill's Pet Nutrition Sales, INC	01-feline prescription food-12/31/18		01/25/2019	49.65
3929 - IDEXX Laboratories, INC	01-FIV/FelV tests-12/10/16		01/25/2019	998.43
3929 - IDEXX Laboratories, INC	01-heartworm treatment, F/F tests-12/27/18		01/25/2019	2,169.14
4574 - John Deere Financial (Rural King)	01-litter-equine fresh pellet bedding-6 40lb bags-1/8/19		01/25/2019	35.94
4574 - John Deere Financial (Rural King)	01-litter-equine fresh pellet bedding-12 40lb bags-12/24/18		01/25/2019	71.88
4574 - John Deere Financial (Rural King)	01-litter-Tidy cat free & clean-4 35lb boxes-12/21/18		01/25/2019	20.00
4574 - John Deere Financial (Rural King)	01-litter-equine fresh pellet bedding-7 40lb bags-12/28/18		01/25/2019	41.93
4574 - John Deere Financial (Rural King)	01-litter-equine fresh pellet bedding-20 40lb bags-12/29/18		01/25/2019	119.80
4574 - John Deere Financial (Rural King)	01-chicken food, tarp-1/5/19		01/25/2019	36.48
3278 - Merial, INC	01-antiparasitic-Frontline Plus		01/25/2019	725.40
4633 - Midwest Veterinary Supply, INC	01-heparin-1/3/19		01/25/2019	4.49
4633 - Midwest Veterinary Supply, INC	01-antibiotics-Optimmune ointment-1/2/19		01/25/2019	143.58



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
4633 - Midwest Veterinary Supply, INC	01-rabbit food, antiparasitics-heparin, limeplus pet dip-1/2/19		01/25/2019	156.06
4633 - Midwest Veterinary Supply, INC	01-sanitizer-55 gal. Rescue Concentrate-12/17/18		01/25/2019	1,474.34
4633 - Midwest Veterinary Supply, INC	01-paper bowls-12/19/18		01/25/2019	94.88
4633 - Midwest Veterinary Supply, INC	01-disinfectant, medications-12/26/18		01/25/2019	769.18
4633 - Midwest Veterinary Supply, INC	01-vaccines, antibiotics, antiparasitics, antifungal-12/19/18		01/25/2019	2,228.81
4633 - Midwest Veterinary Supply, INC	01-rabbit food-1/2/19		01/25/2019	45.26
4633 - Midwest Veterinary Supply, INC	01-sanitizer-1 5 gal. Rescue Concentrate-12/18/18		01/25/2019	159.02
4137 - Patterson Veterinary Supply, INC	01-medication-12/11/18		01/25/2019	27.50
4137 - Patterson Veterinary Supply, INC	01-syringes, medications, nursing bottles-12/20/18		01/25/2019	127.15
4137 - Patterson Veterinary Supply, INC	01-syringes, anesthetic-12/27/18		01/25/2019	211.03
4666 - Zoetis, INC	01-antibiotics-Cerenia-12/24/18		01/25/2019	108.26
4666 - Zoetis, INC	01-fungal diagnostic-Fungassay-12/26/18		01/25/2019	103.08
4666 - Zoetis, INC	01-feline vaccines-Felocell 3-12/03/18		01/25/2019	241.50
4666 - Zoetis, INC	01-vaccines-Vanguard B Oral Dil-12/19/18		01/25/2019	408.00
4666 - Zoetis, INC	01-antibiotics, antiparasitics-Convenia, Revolution, Sterile H2O		01/25/2019	1,130.56
Account 52210 - Institutional Supplies Totals			36	<u>\$15,472.76</u>
Account 52310 - Building Materials and Supplies				
394 - Kleindorfer Hardware & Variety	01-hose parts-gaskets-01/03/19		01/25/2019	1.58
Account 52310 - Building Materials and Supplies Totals			1	<u>\$1.58</u>
Account 53130 - Medical				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-12/3-12/13/18 51 cats, 21 dogs & 1 rabbit		01/25/2019	3,115.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-12/17-12/20/18 26 cats, 13 dogs & 1 rabbit		01/25/2019	1,655.00
5107 - NVA College Mall Veterinary Management INC	01-emergency services-12/15/18		01/25/2019	287.34
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-12/18/18 2 cats & 7 dogs		01/25/2019	778.95
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-12/21/18-1/4/19 11 cats, 5 dogs		01/25/2019	645.55
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-diagnostic-12/11/18		01/25/2019	40.04
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, bloodwork-12/11/18 3 cats & 1 dog		01/25/2019	345.00
Account 53130 - Medical Totals			7	<u>\$6,866.88</u>
Account 53220 - Postage				
4487 - PMB East, INC (PakMail)	01-BOH shipping-01/02/19		01/25/2019	13.30
Account 53220 - Postage Totals			1	<u>\$13.30</u>



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53230 - Travel				
5507 - Julia K Eppley	01-per diem/airfare-SC Conf-12/9-12/13/18		01/25/2019	788.91
	Account 53230 - Travel Totals		1	\$788.91
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill-December 2018		01/14/2019	513.26
	Account 53530 - Water and Sewer Totals		1	\$513.26
Account 53540 - Natural Gas				
222 - Vectren	19-ACC-gas bill 12/5/18-1/3/19		01/14/2019	1,427.08
	Account 53540 - Natural Gas Totals		1	\$1,427.08
	Program 010000 - Main Totals		52	\$25,283.67
Program 010001 - Donations Over \$5K				
Account 53130 - Medical				
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit wound care-12/18/18		01/25/2019	38.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-antibiotics-office visit-12/18/18		01/25/2019	23.32
	Account 53130 - Medical Totals		2	\$61.82
Account 53990 - Other Services and Charges				
6596 - Leslie Hudson (Train Loyal Companions, LLC)	01-Behavior Training-12/3/18		01/25/2019	300.00
	Account 53990 - Other Services and Charges Totals		1	\$300.00
	Program 010001 - Donations Over \$5K Totals		3	\$361.82
	Department 01 - Animal Shelter Totals		55	\$25,645.49
Department 02 - Public Works				
Program 020000 - Main				
Account 52420 - Other Supplies				
3404 - J.R. Watkins & Family, INC (Signs Now)	19 Replacement of BPW Vice President Name Plate		01/25/2019	26.80
	Account 52420 - Other Supplies Totals		1	\$26.80
Account 53160 - Instruction				
3472 - Lucy, INC	02-onsite business process review/config/onsite training-12/2018	BC 2018-76	01/25/2019	3,894.56
3472 - Lucy, INC	02-onsite bus. process review/config-onsite training-11/30/2018	BC 2018-76	01/25/2019	125.00
	Account 53160 - Instruction Totals		2	\$4,019.56
	Program 020000 - Main Totals		3	\$4,046.36
	Department 02 - Public Works Totals		3	\$4,046.36



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 52420 - Other Supplies				
53442 - Paragon Micro, INC	04 Laptop for Value Chain Coordinator		01/25/2019	1,754.97
	Account 52420 - Other Supplies Totals	1		<u>\$1,754.97</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6428 - Kelly M Boatman (Core Projective, LLC)	04 - Consulting Agreement - Kelly Boatman		01/25/2019	2,911.25
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1		<u>\$2,911.25</u>
Account 53910 - Dues and Subscriptions				
323 - Hoosier Times, INC	04 Yearly HT Subscription 2019		01/25/2019	228.25
	Account 53910 - Dues and Subscriptions Totals	1		<u>\$228.25</u>
Account 53960 - Grants				
1051 - Bloomington Economic Development Corp	04 - 2019 Annual Meeting Sponsorship		01/25/2019	500.00
2002 - Boys & Girls Club Of Bloomington, INC	04-2019 Sponsorship of Lemonade Day		01/25/2019	5,000.00
	Account 53960 - Grants Totals	2		<u>\$5,500.00</u>
Account 53990 - Other Services and Charges				
6131 - Jane St John	04 - 2018 Consulting Contract		01/25/2019	488.75
	Account 53990 - Other Services and Charges Totals	1		<u>\$488.75</u>
	Program 040000 - Main Totals	6		<u>\$10,883.22</u>
	Department 04 - Economic & Sustainable Dev Totals	6		<u>\$10,883.22</u>
Department 05 - Common Council				
Program 050000 - Main				
Account 52110 - Office Supplies				
651 - Engraving & Stamp Center, INC	05- Plaque for 2018 president		01/25/2019	78.23
	Account 52110 - Office Supplies Totals	1		<u>\$78.23</u>
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10 books and online subscription Thomson Reuters West		01/25/2019	211.36
	Account 52410 - Books Totals	1		<u>\$211.36</u>
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson Reuters)	10 books and online subscription Thomson Reuters West		01/25/2019	314.01
	Account 53910 - Dues and Subscriptions Totals	1		<u>\$314.01</u>



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
		Program 050000 - Main Totals	3	\$603.60
		Department 05 - Common Council Totals	3	\$603.60
Department 06 - Controller's Office				
Program 060000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	06-Pens and File Folders		01/25/2019	7.43
		Account 52110 - Office Supplies Totals	1	\$7.43
Account 52420 - Other Supplies				
8002 - Safeguard Business Systems, INC	06- 2018 Tax Forms		01/25/2019	664.93
53442 - Paragon Micro, INC	06- Headset for Jeff M		01/25/2019	229.99
		Account 52420 - Other Supplies Totals	2	\$894.92
Account 53990 - Other Services and Charges				
4201 - One World Catering & Events (Lennie's, INC)	09- Bicentennial Closing Ceremony Food		01/25/2019	8,980.80
6284 - VTG Enterprises, LLC (PopKorn)	09-Bicentennial Year End Celebration		01/25/2019	124.50
910 - BKD, LLP	06 Finanical Consulting		01/25/2019	2,600.00
788 - Bright Rental, LLC (Master Rental Center)	09- Bicentennial Closing Celebration Renat table, chairs, tablec		01/25/2019	1,101.67
52910 - Markey's Audio Visual, INC	09- Bicentennial Closing Celebration Lighting		01/25/2019	1,086.00
5537 - Edward A Santos	09- Bicentennial Carcatrue artist		01/25/2019	285.00
		Account 53990 - Other Services and Charges Totals	6	\$14,177.97
		Program 060000 - Main Totals	9	\$15,080.32
		Department 06 - Controller's Office Totals	9	\$15,080.32
Department 09 - CFRD				
Program 090000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	09-envelopes, green paper, insert dividers, sign holders		01/25/2019	251.58
6530 - Office Depot, INC	09-document covers		01/25/2019	56.10
6530 - Office Depot, INC	09-name badges		01/25/2019	12.30
5819 - Synchrony Bank	09-aspirin, box cutters, steel t-pins, plastic table covers		01/25/2019	260.37
5819 - Synchrony Bank	09-refund damage to item-IRIS 5 quart stack & pull box		01/25/2019	(12.45)
		Account 52110 - Office Supplies Totals	5	\$567.90
Account 53310 - Printing				



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
5387 - Creative Graphics, INC (dba Baugh Enterprises)	09-Print 400 copies of Resource Guide for Substance Use Disorder		01/25/2019	700.00
8002 - Safeguard Business Systems, INC	09-Homelessness Resource Maps reprint-5,000		01/25/2019	1,472.24
	Account 53310 - Printing Totals	2		\$2,172.24
Account 53910 - Dues and Subscriptions				
323 - Hoosier Times, INC	09-2019 annual subscription		01/25/2019	241.25
1617 - Sister City International, INC	09-membership dues		01/25/2019	810.00
	Account 53910 - Dues and Subscriptions Totals	2		\$1,051.25
	Program 090000 - Main Totals	9		\$3,791.39
	Department 09 - CFRD Totals	9		\$3,791.39
Department 10 - Legal				
Program 100000 - Main				
Account 52410 - Books				
4253 - American Law Institute (ALI CLE)	10 subscription practical real estate lawyer plus ALI CLE		01/25/2019	99.00
3956 - West Publishing Corporation (Thomson Reuters)	10 books and online subscription Thomson Reuters West		01/25/2019	1,031.92
	Account 52410 - Books Totals	2		\$1,130.92
Account 53120 - Special Legal Services				
6773 - Wabash Scientific, INC	10 annexation project consultant Wabash Scientific		01/25/2019	1,920.00
	Account 53120 - Special Legal Services Totals	1		\$1,920.00
Account 53910 - Dues and Subscriptions				
5785 - International Municipal Lawyers Association	10 annual dues Internation Municipal Lawyers Assoc		01/25/2019	732.14
3956 - West Publishing Corporation (Thomson Reuters)	10 books and online subscription Thomson Reuters West		01/25/2019	1,256.05
	Account 53910 - Dues and Subscriptions Totals	2		\$1,988.19
	Program 100000 - Main Totals	5		\$5,039.11
Program 101000 - Human Rights				
Account 53910 - Dues and Subscriptions				
5785 - International Municipal Lawyers Association	10 annual dues Internation Municipal Lawyers Assoc		01/25/2019	146.43
	Account 53910 - Dues and Subscriptions Totals	1		\$146.43
	Program 101000 - Human Rights Totals	1		\$146.43
	Department 10 - Legal Totals	6		\$5,185.54
Department 12 - Human Resources				
Program 120000 - Main				



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53320 - Advertising				
323 - Hoosier Times, INC	12 Job Ads		01/25/2019	400.70
	Account 53320 - Advertising Totals	1		\$400.70
Account 53990 - Other Services and Charges				
585 - Bloomington Public Transportation Corporation	12 Quarterly Ridership INV 9988		01/25/2019	319.50
	Account 53990 - Other Services and Charges Totals	1		\$319.50
	Program 120000 - Main Totals	2		\$720.20
	Department 12 - Human Resources Totals	2		\$720.20
Department 13 - Planning				
Program 130000 - Main				
Account 52420 - Other Supplies				
6530 - Office Depot, INC	13-409 All Purpose Cleaner		01/25/2019	3.69
6530 - Office Depot, INC	13-Scotchguard carpet cleaner		01/25/2019	10.69
	Account 52420 - Other Supplies Totals	2		\$14.38
Account 53160 - Instruction				
6218 - Theresa M Porter	13-Registration fee-APA Nat'l Conf-San Francisco-April 2019		01/25/2019	815.00
2675 - Scott Robinson	13-Reg reimb-APA Nat'l Conf-San Francisco-April 2019		01/25/2019	840.00
4943 - Elizabeth M Rosenbarger	13-Reg for Prof. Developmnet Seminar-Fishers, IN-1/17/19		01/25/2019	375.00
	Account 53160 - Instruction Totals	3		\$2,030.00
Account 53230 - Travel				
6392 - Sara E Gomez	13-pkg/per diem.-GIS training-Indy-1/3-1/4/19		01/25/2019	82.00
6218 - Theresa M Porter	13-air fare reimb-APA Nat'l Conf-San Francisco-April 2019		01/25/2019	439.40
	Account 53230 - Travel Totals	2		\$521.40
Account 53310 - Printing				
3892 - Midwest Color Printing, INC	13 - Business cards for Terri Porter-250		01/25/2019	41.50
3892 - Midwest Color Printing, INC	13 - Business cards for Amelia Lewis-250		01/25/2019	41.50
	Account 53310 - Printing Totals	2		\$83.00
Account 53320 - Advertising				
323 - Hoosier Times, INC	13-public notice-2018-2021 Public Participat-12/20/18		01/25/2019	27.34
	Account 53320 - Advertising Totals	1		\$27.34
Account 53910 - Dues and Subscriptions				



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
3113 - Eric Lowell Greulich II	13 - AICP Certification Application Fee for Eric Greulich		01/25/2019	70.00
5941 - Amelia Lewis	13 - AICP Certification Application Fee for Amelia Lewis		01/25/2019	375.00
6218 - Theresa M Porter	13 - AICP Dues 2019		01/25/2019	82.50
Account 53910 - Dues and Subscriptions Totals			3	\$527.50
Program 130000 - Main Totals			13	\$3,203.62
Program 132000 - MPO				
Account 53230 - Travel				
2675 - Scott Robinson	13-flight reimb-APA Nat'l Conf-San Franciso-April 2019		01/25/2019	403.74
Account 53230 - Travel Totals			1	\$403.74
Program 132000 - MPO Totals			1	\$403.74
Department 13 - Planning Totals			14	\$3,607.36
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52310 - Building Materials and Supplies				
395 - Kirby Risk Corp	19-City Hall-light bulbs-PHIL F25T8/TL841/ALTO 30PK-1/2/19		01/25/2019	761.40
395 - Kirby Risk Corp	19-City Hall-light bulbs-PHIL F32T8/TL941/ALTO 30 PK-1/2/19		01/25/2019	236.70
395 - Kirby Risk Corp	19-credit return PHIL F25T8/TL841/ALTO 30PK-12/20/18		01/25/2019	(577.50)
394 - Kleindorfer Hardware & Variety	19-CH-stock-2 repair kits		01/25/2019	55.98
394 - Kleindorfer Hardware & Variety	19-City Hall-2 flood bulbs		01/25/2019	23.98
394 - Kleindorfer Hardware & Variety	19-CH-leaf rakes, gloves,		01/25/2019	95.33
394 - Kleindorfer Hardware & Variety	19-ladder mitts		01/25/2019	15.99
53005 - Menards, INC	19-55 gal/40ct iron hold max		01/25/2019	12.99
53005 - Menards, INC	19-ABZ deadbolt single cyclinder		01/25/2019	39.98
53005 - Menards, INC	19-credit return of ABZ deadbolt single cylinder-same day		01/25/2019	(39.98)
53005 - Menards, INC	19-storage box, toolbox w/organizer		01/25/2019	26.43
53005 - Menards, INC	19-City Hall-batteries-AA & AAA		01/25/2019	53.94
Account 52310 - Building Materials and Supplies Totals			12	\$705.24
Account 52340 - Other Repairs and Maintenance				
7402 - Nature's Way, INC	19-City Hall-monthly plant maintenance-January 2019		01/25/2019	336.60
Account 52340 - Other Repairs and Maintenance Totals			1	\$336.60
Account 53530 - Water and Sewer				



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill-December 2018		01/14/2019	515.05
208 - City Of Bloomington Utilities	19-Graffiti Team-Temp Mtr-water/sewer bill-December 2018		01/14/2019	15.48
Account 53530 - Water and Sewer Totals			2	\$530.53
Account 53610 - Building Repairs				
656 - B&L Sheet Metal and Roofing, INC	19 -City Hall gutter repair		01/25/2019	1,045.80
321 - Harrell Fish, INC	19-City Hall-quarterly pm contract- December 2018	BC 2015-01	01/25/2019	1,910.66
321 - Harrell Fish, INC	19-City Hall-cast iron spout dripping inside building		01/25/2019	164.00
392 - Koorsen Fire & Security, INC	19-Fleet Maint-quarterly billing commercial base-2/1-4/30/19		01/25/2019	86.03
392 - Koorsen Fire & Security, INC	19-City Hall-service call to replace BFLY valve one city riser		01/25/2019	256.25
5534 - Presidio Holdings, INC	19-Repair of Electronic Fire Lock City Hall		01/25/2019	889.58
6688 - SSW Enterprises, LLC (Office Pride)	19-CH/off site facilities-monthly cleaning-January 2019	BC 2018-87	01/25/2019	16,856.80
Account 53610 - Building Repairs Totals			7	\$21,209.12
Account 53650 - Other Repairs				
467 - Groomer Construction, INC	02-City Hall pkg lot-remaining payment-to pave/restripe lot	BC 2018-36	01/25/2019	15,435.00
Account 53650 - Other Repairs Totals			1	\$15,435.00
Program 190000 - Main Totals			23	\$38,216.49
Department 19 - Facilities Maintenance Totals			23	\$38,216.49
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
53442 - Paragon Micro, INC	28 - Mouse & HDMI Cable		01/25/2019	42.98
Account 52420 - Other Supplies Totals			1	\$42.98
Account 53640 - Hardware and Software Maintenance				
5444 - Tyler Technologies, INC	28 - ERP Yearly Support & Upadate Licensing		01/25/2019	24,477.70
Account 53640 - Hardware and Software Maintenance Totals			1	\$24,477.70
Account 53910 - Dues and Subscriptions				
5786 - Promevo, LLC	28 - Google Drive Storage Subscription 50 GB		01/25/2019	5.32
Account 53910 - Dues and Subscriptions Totals			1	\$5.32
Program 280000 - Main Totals			3	\$24,526.00
Department 28 - ITS Totals			3	\$24,526.00
Fund 101 - General Fund (S0101) Totals			133	\$132,305.97



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 103 - Restricted Donations(ord 05-17)				
Department 06 - Controller's Office				
Program 400102 - Animal Supplies				
Account 52210 - Institutional Supplies				
6670 - Mason Company, LLC	01-dog kennel		01/25/2019	1,286.00
	Account 52210 - Institutional Supplies Totals	1		\$1,286.00
	Program 400102 - Animal Supplies Totals	1		\$1,286.00
Program 400401 - Sustainability				
Account 53990 - Other Services and Charges				
6515 - Green Camino, INC	04 - Service Agreement - compost collection	Res 2018-91	01/25/2019	144.00
	Account 53990 - Other Services and Charges Totals	1		\$144.00
	Program 400401 - Sustainability Totals	1		\$144.00
	Department 06 - Controller's Office Totals	2		\$1,430.00
	Fund 103 - Restricted Donations(ord 05-17) Totals	2		\$1,430.00
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090002 - Com Serv - MLK Comm				
Account 53310 - Printing				
8002 - Safeguard Business Systems, INC	09-MLK Birthday Celebration-polaroid frame		01/25/2019	38.52
	Account 53310 - Printing Totals	1		\$38.52
	Program 090002 - Com Serv - MLK Comm Totals	1		\$38.52
	Department 09 - CFRD Totals	1		\$38.52
	Fund 312 - Community Services Totals	1		\$38.52
Fund 401 - Non-Reverting Telecom (\$1146)				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 52420 - Other Supplies				
53442 - Paragon Micro, INC	28-Cisco Rack Mount Kit		01/25/2019	(54.99)
53442 - Paragon Micro, INC	25 - Cisco Rack Mounting Kit		01/25/2019	49.99
	Account 52420 - Other Supplies Totals	2		(\$5.00)
Account 53640 - Hardware and Software Maintenance				



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
13482 - Northern Lights Locating & Inspection, INC	25 - BDU Locating & Marking Services		01/25/2019	2,500.00
	Account 53640 - Hardware and Software Maintenance Totals	1		\$2,500.00
Account 54450 - Equipment				
53442 - Paragon Micro, INC	25 - Capital Replacement Monitors		01/25/2019	3,599.76
	Account 54450 - Equipment Totals	1		\$3,599.76
	Program 254000 - Infrastructure Totals	4		\$6,094.76
Program 256000 - Services				
Account 53150 - Communications Contract				
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-Comcast Bus. services-1/21-2/20/19		01/14/2019	117.98
203 - Indiana University	25 - Fire Station 3 Fiber Connection		01/25/2019	65.00
	Account 53150 - Communications Contract Totals	2		\$182.98
	Program 256000 - Services Totals	2		\$182.98
	Department 25 - Telecommunications Totals	6		\$6,277.74
	Fund 401 - Non-Reverting Telecom (\$1146) Totals	6		\$6,277.74
Fund 450 - Local Road and Street(S0706)				
Department 20 - Street				
Program 200000 - Main				
Account 53520 - Street Lights / Traffic Signals				
223 - Duke Energy	02-420 E. 19th St-HAWK signal @ Dunn-elec. bill 11/30/18-1/3/19		01/14/2019	14.66
223 - Duke Energy	02-10th & Union-traffic signal elec. bill-12/6/18-1/9/19		01/14/2019	48.95
223 - Duke Energy	02-Traffic Signal Summary electric billing-bill date 1/10/19		01/14/2019	3,125.03
	Account 53520 - Street Lights / Traffic Signals Totals	3		\$3,188.64
	Program 200000 - Main Totals	3		\$3,188.64
	Department 20 - Street Totals	3		\$3,188.64
	Fund 450 - Local Road and Street(S0706) Totals	3		\$3,188.64
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52210 - Institutional Supplies				
313 - Fastenal Company	20-Klever cutter, blades, gloves & sleeves req'd by Risk Mgmt		01/25/2019	161.20
15449 - Rosen & Rosen Industries (R&R Industries)	20-rainsuits for employees-11/16/18		01/25/2019	305.54



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
15449 - Rosen & Rosen Industries (R&R Industries)	20-rainsuits for employees-12/17/18		01/25/2019	1,115.36
	Account 52210 - Institutional Supplies Totals	3		\$1,582.10
Account 52330 - Street , Alley, and Sewer Material				
334 - Irving Materials, INC	20-Concrete for repair at 10th & Jordan-12/18/18		01/25/2019	510.00
	Account 52330 - Street , Alley, and Sewer Material Totals	1		\$510.00
Account 52340 - Other Repairs and Maintenance				
294 - All-Phase Electric Supply, INC	20-splicer/red		01/25/2019	14.30
19681 - Southeastern Equipment Co, INC	20-Parts for milling machine (teeth)		01/25/2019	1,280.32
603 - Traffic Control Corporation	20-BBU Signal Assembly for N Walnut & Old 37N		01/25/2019	5,272.00
	Account 52340 - Other Repairs and Maintenance Totals	3		\$6,566.62
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	20-Allendale/Sowders Sq/Cul-de-sac-#406-oil dry		01/25/2019	25.98
409 - Black Lumber Co. INC	20-College/Kirkwood-brick repair Briar Burley-caulking gun, adhe		01/25/2019	14.97
409 - Black Lumber Co. INC	20-flat hook ratchet to haul paver brick skids		01/25/2019	39.98
409 - Black Lumber Co. INC	20-grip & grab/trash bags for cleanup on N. Walnut St		01/25/2019	42.96
409 - Black Lumber Co. INC	20-Hammer drill bit & rebar for 10th & Jordan repair		01/25/2019	53.49
409 - Black Lumber Co. INC	20-grip and grab-1/4/19		01/25/2019	19.97
409 - Black Lumber Co. INC	20-grip and grab-1/3/19		01/25/2019	39.94
409 - Black Lumber Co. INC	20-scraper, power flow nozzel, heavy duty hose		01/25/2019	53.97
409 - Black Lumber Co. INC	20-grip and grab, heavy duty contractor bag-1/3/19		01/25/2019	49.91
5708 - Carter-Waters, LLC	20-CW Clearcote Form Release for Concrete		01/25/2019	601.84
177 - Indiana Oxygen Company, INC	20-sign crew-propane-11/30/18		01/25/2019	5.12
394 - Kleindorfer Hardware & Variety	20-2 marking ribbons		01/25/2019	3.38
394 - Kleindorfer Hardware & Variety	20-6 leaf rakes		01/25/2019	114.00
394 - Kleindorfer Hardware & Variety	20-Sowders Square-oil dry-10 50lb bags		01/25/2019	124.50
	Account 52420 - Other Supplies Totals	14		\$1,190.01
Account 53250 - Pagers				
332 - Indiana Paging Network, INC	20-Services for Snow Control Pagers-February 2019		01/25/2019	86.76
332 - Indiana Paging Network, INC	20-Services for Snow Control Pagers-January 2019		01/25/2019	86.76
	Account 53250 - Pagers Totals	2		\$173.52
Account 53530 - Water and Sewer				



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
208 - City Of Bloomington Utilities	19-Street Department-water/sewer bill-December 2018		01/14/2019	150.51
208 - City Of Bloomington Utilities	19-Street Dept-Fire Hydrant-water/sewer bill December 2018		01/14/2019	41.84
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-December 2018		01/14/2019	26.14
Account 53530 - Water and Sewer Totals			3	\$218.49
Account 53540 - Natural Gas				
222 - Vectren	19-Street Dept-gas bill 12/6/18-1/7/19		01/14/2019	641.10
222 - Vectren	19-Traffic Bldg-gas bill 12/6/18-1/7/19		01/14/2019	392.64
Account 53540 - Natural Gas Totals			2	\$1,033.74
Account 53630 - Machinery and Equipment Repairs				
2974 - MacAllister Machinery Co, INC	20-Repair services on paving machine-11/16/18		01/25/2019	6,583.05
Account 53630 - Machinery and Equipment Repairs Totals			1	\$6,583.05
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-12/19/18		01/25/2019	19.65
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-12/26/18		01/25/2019	17.34
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-1/02/19		01/25/2019	17.34
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-1/2/19		01/25/2019	27.43
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-12/26/18		01/25/2019	27.43
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-12/19/18		01/25/2019	27.43
Account 53920 - Laundry and Other Sanitation Services Totals			6	\$136.62
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	20-Landfill services for sweeper dumps-12/4/18		01/25/2019	427.60
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-66 loads of leaves - November 2018	BC 2016-51	01/25/2019	1,320.00
Account 53950 - Landfill Totals			2	\$1,747.60
Account 53990 - Other Services and Charges				
3472 - Lucity, INC	02-onsite bus. process review/config.-onsite training-11/30/18	BC 2018-76	01/25/2019	625.00
902 - Indiana Underground Plant Protection Service, INC	20-811-Call before you dig tickets-635 for November 2018		01/25/2019	603.25
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-12/4/18		01/25/2019	150.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-12/11/18		01/25/2019	150.00
222 - Vectren	20-Tort Claim for 1218 N Madison St-8/1/2018		01/25/2019	2,310.81
Account 53990 - Other Services and Charges Totals			5	\$3,839.06
Program 200000 - Main Totals			42	\$23,580.81



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Department 20 - Street Totals	42		\$23,580.81
	Fund 451 - Motor Vehicle Highway(S0708) Totals	42		\$23,580.81
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 43160 - Lot/Garage Leases - Annual				
Carmen Paul	02-refund pkg garage rent for January & February 2019		01/25/2019	134.00
Uptown Cafe	02-4th St Garage-refund pkg garage fee-employee terminated		01/25/2019	120.00
	Account 43160 - Lot/Garage Leases - Annual Totals	2		\$254.00
Account 52420 - Other Supplies				
4964 - The Toledo Ticket Co	02-Pkg Garage Dispensers-200,000 thermal tickets		01/25/2019	4,459.48
	Account 52420 - Other Supplies Totals	1		\$4,459.48
Account 52430 - Uniforms and Tools				
394 - Kleindorfer Hardware & Variety	02-Pkg Garages-2 pair of gloves, bike lock		01/25/2019	21.37
	Account 52430 - Uniforms and Tools Totals	1		\$21.37
Account 53210 - Telephone				
1079 - AT&T	02-Pkg Garages-phone charges 12/8/18-1/7/19		01/14/2019	431.01
	Account 53210 - Telephone Totals	1		\$431.01
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-4th St Garage-water/sewer bill-December 2018		01/14/2019	38.91
208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-December 2018		01/14/2019	27.48
	Account 53530 - Water and Sewer Totals	2		\$66.39
Account 53610 - Building Repairs				
32 - Cassady Electrical Contractors, INC	02-4th St Garage skywalk-a/c condensor locked up		01/25/2019	280.00
227 - Otis Elevator Company	02-Walnut St Garage-elevator contract 1/1-12/31/19		01/25/2019	8,484.43
227 - Otis Elevator Company	02- Morton St. Garage-elevator door repair-12/4/18		01/25/2019	414.80
227 - Otis Elevator Company	02-Walnut St Garage-garag door repair-12/4/18		01/25/2019	717.20
	Account 53610 - Building Repairs Totals	4		\$9,896.43
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage-February 2019 garage rent		01/25/2019	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-February 2019 garage rent		01/25/2019	36,405.49



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 53840 - Lease Payments Totals	2		\$55,165.47
	Program 260000 - Main Totals	13		\$70,294.15
	Department 26 - Parking Totals	13		\$70,294.15
	Fund 452 - Parking Facilities(\$9502) Totals	13		\$70,294.15
Fund 512 - Golf Course Bond (02/19) (\$1381)				
Department 06 - Controller's Office				
Program 060000 - Main				
Account 53810 - Principal				
4740 - Bank Of New York	06-Parks Refunding Series 2009		01/25/2019	260,000.00
	Account 53810 - Principal Totals	1		\$260,000.00
Account 53820 - Interest				
4740 - Bank Of New York	06-Parks Refunding Series 2009		01/25/2019	5,135.00
	Account 53820 - Interest Totals	1		\$5,135.00
	Program 060000 - Main Totals	2		\$265,135.00
	Department 06 - Controller's Office Totals	2		\$265,135.00
	Fund 512 - Golf Course Bond (02/19) (\$1381) Totals	2		\$265,135.00
Fund 521 - 2017 Refund 517 2011 DT Red Bond				
Department 06 - Controller's Office				
Program 060000 - Main				
Account 53810 - Principal				
6165 - Texas Capital Bank, N.A.	06-Revenue Refunding Bond 2017		01/25/2019	310,000.00
	Account 53810 - Principal Totals	1		\$310,000.00
Account 53820 - Interest				
6165 - Texas Capital Bank, N.A.	06-Revenue Refunding Bond 2017		01/25/2019	143,786.50
	Account 53820 - Interest Totals	1		\$143,786.50
	Program 060000 - Main Totals	2		\$453,786.50
	Department 06 - Controller's Office Totals	2		\$453,786.50
	Fund 521 - 2017 Refund 517 2011 DT Red Bond Totals	2		\$453,786.50
Fund 601 - Cum Cap Development(\$2391)				
Department 13 - Planning				
Program 130000 - Main				



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 54110 - Land Purchase				
Bryan Rentals, INC	13-Right of Way-Land Purchase		01/25/2019	41,000.00
	Account 54110 - Land Purchase Totals	1		\$41,000.00
	Program 130000 - Main Totals	1		\$41,000.00
	Department 13 - Planning Totals	1		\$41,000.00
	Fund 601 - Cum Cap Development(\$2391) Totals	1		\$41,000.00
Fund 730 - Solid Waste (\$6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	16-legal pads, notes, planner, deskpad, cork board		01/25/2019	173.39
	Account 52110 - Office Supplies Totals	1		\$173.39
Account 52420 - Other Supplies				
793 - Indiana Safety Company, INC	16-winter gloves for employees-12/19/18		01/25/2019	78.60
793 - Indiana Safety Company, INC	16-winter gloves for employees-12/13/18		01/25/2019	78.60
53005 - Menards, INC	16-1601 S Maplecrest-mailbox replacement parts		01/25/2019	20.28
53442 - Paragon Micro, INC	16-time tracker		01/25/2019	60.99
53442 - Paragon Micro, INC	16-computer-time tracker monitor		01/25/2019	149.99
15449 - Rosen & Rosen Industries (R&R Industries)	16-raincoats for employees		01/25/2019	873.80
	Account 52420 - Other Supplies Totals	6		\$1,262.26
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-Sanitation-rodenticide application-12/31/18		01/25/2019	150.00
51538 - Economy Termite & Pest Control, INC	19-Sanitation-monthly pest control-12/26/18		01/25/2019	95.00
	Account 53140 - Exterminator Services Totals	2		\$245.00
Account 53240 - Freight / Other				
793 - Indiana Safety Company, INC	16-winter gloves for employees-12/19/18		01/25/2019	12.10
793 - Indiana Safety Company, INC	16-winter gloves for employees-12/13/18		01/25/2019	12.10
	Account 53240 - Freight / Other Totals	2		\$24.20
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Sanitation Dept-water/sewer bill-December 2018		01/14/2019	149.90
	Account 53530 - Water and Sewer Totals	1		\$149.90



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53540 - Natural Gas				
222 - Vectren	19-Sanitation-gas bill 12/4/18-1/3/19		01/14/2019	192.14
		Account 53540 - Natural Gas Totals	1	\$192.14
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-12/19/18		01/25/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-12/19/18		01/25/2019	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-12/26/18		01/25/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-1/2/19		01/25/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-1/2/19		01/25/2019	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-1/9/19		01/25/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-1/9/19		01/25/2019	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-12/26/18		01/25/2019	4.62
	Account 53920 - Laundry and Other Sanitation Services Totals		8	\$147.52
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-12/1-12/13/18		01/25/2019	11,356.40
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yardwaste disposal-4 loads-12/1-12/31/18	BC 2016-51	01/25/2019	100.00
	Account 53950 - Landfill Totals		2	\$11,456.40
	Program 160000 - Main Totals		23	\$13,650.81
	Department 16 - Sanitation Totals		23	\$13,650.81
	Fund 730 - Solid Waste (\$6401) Totals		23	\$13,650.81
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52430 - Uniforms and Tools				
327 - Hoosier Workwear Outlet, INC	10 work boots Jobe Arthur Hoosier Workwear 349885		01/25/2019	100.00
	Account 52430 - Uniforms and Tools Totals		1	\$100.00
Account 53130 - Medical				
7562 - Brown, Tammy S	10 CDL physical reimbursement Tammy Brown		01/25/2019	95.00
5919 - Allan W Johnson	10 CDL physical reimbursement Allan Johnson 2019		01/25/2019	95.00
6322 - Herbert D Kinser	10 CDL physical reimbursement Herb Kinser		01/25/2019	90.00
	Account 53130 - Medical Totals		3	\$280.00



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53910 - Dues and Subscriptions				
5785 - International Municipal Lawyers Association	10 annual dues Internation Municipal Lawyers Assoc		01/25/2019	146.43
	Account 53910 - Dues and Subscriptions Totals	1		\$146.43
	Program 100000 - Main Totals	5		\$526.43
	Department 10 - Legal Totals	5		\$526.43
	Fund 800 - Risk Management(S0203) Totals	5		\$526.43
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
3977 - Cigna Health & Life Insurance Company	12-Jan2019 Cigna Dental Vision Admin \$9,621.38		01/25/2019	2,194.50
18539 - Life Insurance Company Of North America	12-December 2018 LINA \$32,713.91		01/25/2019	4,219.40
	Account 53990 - Other Services and Charges Totals	2		\$6,413.90
Account 53990.1201 - Other Services and Charges Health Insurance				
3908 - CIGNA Healthcare	12-January 2019 Cigna Dental Claim Funding \$39,712.84		01/16/2019	39,712.84
17785 - The Howard E. Nyhart Company, INC	12-January Wellness Reimbursements		01/16/2019	21,496.34
	Account 53990.1201 - Other Services and Charges Health Insurance Totals	2		\$61,209.18
Account 53990.1278 - Other Services and Charges Disability LTD				
18539 - Life Insurance Company Of North America	12-December 2018 LINA \$32,713.91		01/25/2019	6,457.97
	Account 53990.1278 - Other Services and Charges Disability LTD Totals	1		\$6,457.97
	Program 120000 - Main Totals	5		\$74,081.05
	Department 12 - Human Resources Totals	5		\$74,081.05
	Fund 801 - Health Insurance Trust Totals	5		\$74,081.05
Fund 802 - Fleet Maintenance(\$9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	17 - Office Supplies, key box and markers		01/25/2019	87.76
6530 - Office Depot, INC	17 - office supplies, label tape, desk pads, ink shipping labels		01/25/2019	76.24
6530 - Office Depot, INC	17 - office supplies wall calendars		01/25/2019	41.37
	Account 52110 - Office Supplies Totals	3		\$205.37



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 52230 - Garage and Motor Supplies				
4693 - Monroe County Tire & Supply, INC	17-stock tires		01/25/2019	1,048.72
	Account 52230 - Garage and Motor Supplies Totals		1	<u>\$1,048.72</u>
Account 52240 - Fuel and Oil				
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels		01/25/2019	15,800.87
	Account 52240 - Fuel and Oil Totals		1	<u>\$15,800.87</u>
Account 52320 - Motor Vehicle Repair				
244 - Bloomington Ford, INC	17-#203 brackets		01/25/2019	80.38
244 - Bloomington Ford, INC	17-#203 brackets		01/25/2019	36.00
244 - Bloomington Ford, INC	17-#199i cap		01/25/2019	24.56
244 - Bloomington Ford, INC	17-#123 coil assy		01/25/2019	43.73
244 - Bloomington Ford, INC	17-#123 spark plugs, boots, gaskets		01/25/2019	66.53
244 - Bloomington Ford, INC	17-#528 wiper assy		01/25/2019	81.53
244 - Bloomington Ford, INC	17-#138 fuel filler pip		01/25/2019	138.02
5481 - Bright Equipment, INC (BobCat of Indy)	17-#888 fuel tank		01/25/2019	1,135.94
4335 - Circle Distributing, INC	17-core credit		01/25/2019	(100.00)
4335 - Circle Distributing, INC	17-#804 regulator		01/25/2019	107.39
4335 - Circle Distributing, INC	17-stock washer pumps		01/25/2019	21.14
5792 - Clark Truck Equipment Co., INC	17-#494 spinner and motor		01/25/2019	356.81
594 - Curry Auto Center, INC	17-#811 control module		01/25/2019	130.05
594 - Curry Auto Center, INC	17 - #875 OSL fuel filter and service		01/25/2019	50.75
51827 - Fire Service, INC	17-#335 blower switch and cover		01/25/2019	50.45
51827 - Fire Service, INC	17 - #391 radiator cap		01/25/2019	42.51
4044 - Industrial Hydraulics, INC	17-#426 repair dump cylinder-labor & parts		01/25/2019	182.81
455 - Industrial Service & Supply, INC	17-#795 braid block		01/25/2019	31.95
796 - Interstate Battery System of Bloomington, INC	17-stock batteries		01/25/2019	298.59
796 - Interstate Battery System of Bloomington, INC	17-stock battery		01/25/2019	199.06
394 - Kleindorfer Hardware & Variety	17-#959 pipe		01/25/2019	5.49
394 - Kleindorfer Hardware & Variety	17-#464 misc nuts/bolts and spray bottle		01/25/2019	3.78
394 - Kleindorfer Hardware & Variety	17-#464 misc nuts/bolts and spray bottle		01/25/2019	161.90
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-stock filters		01/25/2019	166.64



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-stock filters		01/25/2019	377.10
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#957 seat belt assy		01/25/2019	137.17
4693 - Monroe County Tire & Supply, INC	17-#550 tires		01/25/2019	328.94
6095 - Old Dominion Brush Company, INC	17-#468 hoses, dirt shoe, curtains and filters		01/25/2019	4,692.54
6095 - Old Dominion Brush Company, INC	17-stock impellor and leafer cone		01/25/2019	1,199.54
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - december smt for various vehicles		01/25/2019	5,229.32
4139 - Temco Machinery, INC (Global Emergency Products)	17 - #396 switches		01/25/2019	26.28
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-parts return credit		01/25/2019	(16.63)
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-core return credit		01/25/2019	(60.00)
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #4221 ABS brake valve and fittings & brake parts		01/25/2019	285.23
4606 - Truck Service, INC	17 -#645 rear leaf springs and bolt assy		01/25/2019	386.22
4398 - TruckPro Holding Corporation	17-stock hub caps		01/25/2019	49.36
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#474 alternator		01/25/2019	163.59
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	1-core return (230)		01/25/2019	(5.00)
Account 52320 - Motor Vehicle Repair Totals			38	\$16,109.67
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	17-shop supplies		01/25/2019	13.98
409 - Black Lumber Co. INC	17-shop supplies		01/25/2019	5.99
409 - Black Lumber Co. INC	17-shop keys		01/25/2019	4.95
313 - Fastenal Company	17 - safety glass wipes, ladder, hammers, dust pans		01/25/2019	570.95
796 - Interstate Battery System of Bloomington, INC	17-shop supply		01/25/2019	19.60
Account 52420 - Other Supplies Totals			5	\$615.47
Account 53240 - Freight / Other				
4487 - PMB East, INC (PakMail)	17 - Return Shipping of equipment to ADDCO		01/25/2019	22.51
Account 53240 - Freight / Other Totals			1	\$22.51
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-December 2018		01/14/2019	82.34
Account 53530 - Water and Sewer Totals			1	\$82.34
Account 53540 - Natural Gas				
222 - Vectren	19-Fleet Maint-gas bill 12/6/18-1/7/19		01/14/2019	681.51
Account 53540 - Natural Gas Totals			1	\$681.51



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	17 - heater repair		01/25/2019	945.13
	Account 53610 - Building Repairs Totals		1	<u>\$945.13</u>
Account 53620 - Motor Repairs				
594 - Curry Auto Center, INC	17 - #875 OSL fuel filter and service		01/25/2019	53.20
4044 - Industrial Hydraulics, INC	17-#426 repair dump cylinder-labor & parts		01/25/2019	588.00
6476 - Samuel D Wray (Wray Automotive)	17-#651 alignment		01/25/2019	50.00
6476 - Samuel D Wray (Wray Automotive)	17-#1125 alignment		01/25/2019	50.00
	Account 53620 - Motor Repairs Totals		4	<u>\$741.20</u>
Account 53650 - Other Repairs				
6650 - Spartan Mechanical, LLC	17 - repair of air compressor		01/25/2019	483.76
	Account 53650 - Other Repairs Totals		1	<u>\$483.76</u>
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		01/25/2019	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		01/25/2019	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		01/25/2019	65.66
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		01/25/2019	67.48
	Account 53920 - Laundry and Other Sanitation Services Totals		4	<u>\$164.92</u>
	Program 170000 - Main Totals		61	<u>\$36,901.47</u>
	Department 17 - Fleet Maintenance Totals		61	<u>\$36,901.47</u>
	Fund 802 - Fleet Maintenance(\$9500) Totals		61	<u>\$36,901.47</u>
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 47090.1282 - Employee Contributions Section 125 - DDC- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM/DDC 2019		01/15/2019	1,020.00
	Account 47090.1282 - Employee Contributions Section 125 - DDC- Util Totals		1	<u>\$1,020.00</u>
Account 53990.1241 - Other Services and Charges Vision				
3977 - Cigna Health & Life Insurance Company	12-Jan2019 Cigna Dental Vision Admin \$9,621.38		01/25/2019	7,426.88
	Account 53990.1241 - Other Services and Charges Vision Totals		1	<u>\$7,426.88</u>
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019		01/14/2019	951.64
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019		01/14/2019	663.62
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019		01/14/2019	84.42
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical City		01/15/2019	259.21
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM/DDC 2019		01/15/2019	1,005.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019		01/16/2019	519.60
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019		01/17/2019	738.70
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals			7	\$4,222.19
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM/DDC 2019		01/15/2019	180.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals			1	\$180.00
Account 53990.1273 - Other Services and Charges Term Life				
18539 - Life Insurance Company Of North America	12-December 2018 LINA \$32,713.91		01/25/2019	13,760.16
Account 53990.1273 - Other Services and Charges Term Life Totals			1	\$13,760.16
Account 53990.1277 - Other Services and Charges Disability STD				
18539 - Life Insurance Company Of North America	12-December 2018 LINA \$32,713.91		01/25/2019	8,276.38
Account 53990.1277 - Other Services and Charges Disability STD Totals			1	\$8,276.38
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019		01/14/2019	378.09
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019		01/14/2019	44.12
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019		01/14/2019	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019		01/16/2019	111.27
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019		01/17/2019	62.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals			5	\$605.48
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions		01/17/2019	17,848.83
Account 53990.1283 - Other Services and Charges Health Savings Account Totals			1	\$17,848.83
Program 120000 - Main Totals			18	\$53,339.92
Department 12 - Human Resources Totals			18	\$53,339.92
Fund 804 - Insurance Voluntary Trust Totals			18	\$53,339.92

Fund **978 - City 2016 GO Bond Proceeds**



Board of Public Works Claim Register

Invoice Date Range 01/14/19 - 01/25/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Department 06 - Controller's Office				
Program 06016D - 2016 D Multi Use Paths				
Account 54310 - Improvements Other Than Building				
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Rogers Road Sidepath-Inv. date 12/28/18	BC 2018-110	01/25/2019	2,231.25
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Winslow Avenue Sidepath-Inv. date 12/28/18	BC 2018-111	01/25/2019	2,666.85
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Henderson St Sidepath-Inv. date 12/28/18	BC 2018-112	01/25/2019	2,617.00
Account 54310 - Improvements Other Than Building Totals			3	\$7,515.10
Program 06016D - 2016 D Multi Use Paths Totals			3	\$7,515.10
Department 06 - Controller's Office Totals			3	\$7,515.10
Fund 978 - City 2016 GO Bond Proceeds Totals			3	\$7,515.10
			320	\$1,183,052.11



Board of Public Works Claim Register

Invoice Date Range 01/09/19 - 01/09/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 52210 - Institutional Supplies										
4549 - Kroger Limited Partnership I	015120	01-bunny greens	Paid by Check # 68998		01/09/2019	01/09/2019	01/09/2019		01/09/2019	10.21
4549 - Kroger Limited Partnership I	542915	01-Rabbit Food	Paid by Check # 68998		01/09/2019	01/09/2019	01/09/2019		01/09/2019	11.00
Account 52210 - Institutional Supplies Totals								Invoice Transactions 2		\$21.21
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	01-Airline Credi	01-Julia Eppley Flight Cancelled	Paid by Check # 68997		01/09/2019	01/09/2019	01/09/2019		01/09/2019	(153.30)
Account 53230 - Travel Totals								Invoice Transactions 1		(\$153.30)
Program 010000 - Main Totals								Invoice Transactions 3		(\$132.09)
Department 01 - Animal Shelter Totals								Invoice Transactions 3		(\$132.09)
Department 02 - Public Works										
Program 020000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812R08178812-18	02-Radio circuits-phone charges 11/29-12/28/18	Paid by Check # 68990		01/09/2019	01/09/2019	01/09/2019		01/09/2019	180.64
Account 53210 - Telephone Totals								Invoice Transactions 1		\$180.64
Program 020000 - Main Totals								Invoice Transactions 1		\$180.64
Department 02 - Public Works Totals								Invoice Transactions 1		\$180.64
Department 28 - ITS										
Program 280000 - Main										
Account 53640 - Hardware and Software Maintenance										
3560 - First Financial Bank / Credit Cards	F5FZ5VWJ	28 - Ninite Pro	Paid by Check # 68997		01/09/2019	01/09/2019	01/09/2019		01/09/2019	2,220.00
Account 53640 - Hardware and Software Maintenance Totals								Invoice Transactions 1		\$2,220.00
Program 280000 - Main Totals								Invoice Transactions 1		\$2,220.00
Department 28 - ITS Totals								Invoice Transactions 1		\$2,220.00
Fund 101 - General Fund (S0101) Totals								Invoice Transactions 5		\$2,268.55
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53750 - Rentals - Other										
12283 - Smithville Communications	401NMRTN-010119	28-401 N Morton/ACC-internet charges 01/01-	Paid by Check # 68999		01/09/2019	01/09/2019	01/09/2019		01/09/2019	1,614.27
Account 53750 - Rentals - Other Totals								Invoice Transactions 1		\$1,614.27
Program 254000 - Infrastructure Totals								Invoice Transactions 1		\$1,614.27
Program 256000 - Services										
Account 53150 - Communications Contract										
12283 - Smithville Communications	401NMRTN-010119	28-401 N Morton/ACC-internet charges 01/01-	Paid by Check # 68999		01/09/2019	01/09/2019	01/09/2019		01/09/2019	1,136.00
Account 53150 - Communications Contract Totals								Invoice Transactions 1		\$1,136.00
Program 256000 - Services Totals								Invoice Transactions 1		\$1,136.00
Department 25 - Telecommunications Totals								Invoice Transactions 2		\$2,750.27
Fund 401 - Non-Reverting Telecom (S1146) Totals								Invoice Transactions 2		\$2,750.27
Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	420W4th-122618	02-420 W. 4th-Crosswalk-electric bill 11/26-	Paid by Check # 68996		01/09/2019	01/09/2019	01/09/2019		01/09/2019	9.14
223 - Duke Energy	912SWInt-122618	02-912 S. Walnut-Crosswalk-electric bill	Paid by Check # 68991		01/09/2019	01/09/2019	01/09/2019		01/09/2019	9.14
Account 53520 - Street Lights / Traffic Signals Totals								Invoice Transactions 2		\$18.28
Program 200000 - Main Totals								Invoice Transactions 2		\$18.28
Department 20 - Street Totals								Invoice Transactions 2		\$18.28
Fund 450 - Local Road and Street(S0706) Totals								Invoice Transactions 2		\$18.28
Fund 804 - Insurance Voluntary Trust										
Department 12 - Human Resources										
Program 120000 - Main										
Account 53990.1271 - Other Services and Charges Section 125 - URM- City										
17785 - The Howard E. Nyhart Company, INC	010819daily	12-City/Util URM 2019	Paid by EFT # 27030		01/09/2019	01/09/2019	01/09/2019		01/09/2019	796.26
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals								Invoice Transactions 1		\$796.26
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util										
17785 - The Howard E. Nyhart Company, INC	010819daily	12-City/Util URM 2019	Paid by EFT # 27030		01/09/2019	01/09/2019	01/09/2019		01/09/2019	435.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals								Invoice Transactions 1		\$435.00
Program 120000 - Main Totals								Invoice Transactions 2		\$1,231.26
Department 12 - Human Resources Totals								Invoice Transactions 2		\$1,231.26
Fund 804 - Insurance Voluntary Trust Totals								Invoice Transactions 2		\$1,231.26
Grand Totals								Invoice Transactions 11		\$6,268.36

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/25/2019	Bank Fees				
	Claims				1,183,052.11
1/9/2019	Special Utility Claims				6,268.36
	Month Of December HSA/WorkComp/MT & Gym/CIGNA				
	Sales Tax For October 2018				
					<u>1,189,320.47</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 \$ 1, 189,320.47

Dated this 22nd day of January year of 2019 .

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_____