

**Board of Public Works Meeting**  
**March 19, 2019**



**AGENDA  
BOARD OF PUBLIC WORKS  
MARCH 19, 2019**

**A Regular Meeting of the Board of Public Work to be held Tuesday March 19, 2019, at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana**

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS & REMONSTRANCES**

**III. OPEN SEALED BIDS & QUOTES**

1. **Open Sealed Bids for the Downtown Curb Ramp Improvements Phase II Project**

**IV. TITLE VI ENFORCEMENT**

1. **Permission to Abate Property 1426 W. 15<sup>th</sup> Street**
2. **Permission to Abate Property 3789 E. McCracken Way**

**V. CONSENT AGENDA**

1. **Approve Minutes 3-5-19**
2. **Approve Noise Permit for Prayer For Life Walk (Thursday, April 11<sup>th</sup>)**
3. **Approve Street Closure for 2019 Bloomington Street Fair (Sunday, April 28<sup>th</sup>)**
4. **Resolution 2019-24: Approve Street Closure for Arts Fair on The Square (Saturday, June 22<sup>nd</sup>)**
5. **Resolution 2019-25: Approve Street Closure for Bike to Work Day After Party (Friday, May 17<sup>th</sup>)**
6. **Resolution 2019-26: Approve Street Closure for WIUX Culture Shock Event (Saturday, April 20<sup>th</sup>)**
7. **Approve Temporary Closure of Right-Of-Way on SR 45/46 at the Range Road Intersection Project**
8. **Approve Acquisition from Parcel Owned by Glick Arlington Park, LLC for W. 17<sup>th</sup> Reconstruction and Multiuse Path Project**
9. **Approve Service Contract with Air-Master Heating and AC for HVAC Repairs**
10. **Approve Service Contract with Economy Termite & Pest Control, Inc. for Pest Control Services**
11. **Approve Service Contract with Spartan Mechanical, LLC for HVAC Repair and Maintenance**
12. **Approve Payroll**

**VI. NEW BUSINESS**

- 1. Approve Contract with Lucity Software Inc., for Fleet Asset Management Software**
- 2. Approve Addendum #1 for the Kirkwood Maintenance and Downtown Alleys Projects with Eagle Ridge Civil Engineering Services, LLC**
- 3. Resolution 2019-27: Approve Public Need for Right of Way Acquisition for the 17th/Dunn Traffic Signal Replacement Project**
- 4. Approve Addendum #1 for Preliminary Engineering Services for the 17<sup>th</sup>/Dunn and 17<sup>th</sup>/Madison/Kinser Traffic Signal Replacement Projects**
- 5. Resolution 2019-28: Approve Right-of-Way Encroachment at 868 S Woodcrest Drive**
- 6. Approve Settlement Agreement and Dedication of Right-of-Way at West 1<sup>st</sup> Street and Euclid Avenue**
- 7. Service Contract with Wylie's Floor Covering, Inc for Installation of Flooring at Fire Station #1**

**VII. STAFF REPORTS & OTHER BUSINESS**

**VIII. APPROVAL OF CLAIMS**

**IX. ADJOURNMENT**

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

# Staff Report

**To: Board of Public Works**

**From: Jo Stong**

**Date: March 18, 2019**

**Re: Request to Abate property at 1426 W. 15<sup>th</sup> St., Bloomington, IN**

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## **Attachments:**

1. Notice of Violation Issued on November 21, 2018, February 14, 2019 and February 28, 2019.
2. Photograph(s) of the property
3. Proposed BPW Order and Proposed BPW Notice of Order

## **Facts:**

1. Bloomington Municipal Code 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On November 21, 2018, February 14, 2019 and February 28, 2019, Neighborhood Compliance Officer Jo Stong inspected the vacant property located at 1426 W. 15<sup>th</sup> St., Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation GARBAGE in violation of BMC 6.06.020 (Hereinafter the “NOV”).
3. All NOV were issued to DTH REO, Inc., (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC 6.06.020 in that it has garbage on the property.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous.

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

The Property remains out of compliance. Garbage remains thrown, placed and scattered on the property. The property needs to be abated to eliminate the violation and public nuisance. The property is vacant.

## **Staff Recommendation:**

Staff recommends that the property be abated as soon as reasonably possible and that the order be continuous in nature.

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

## **(Garbage, Recyclable Materials, Yard Waste)**

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this ORDER OF ABATEMENT for the property located at 1426 W. 15<sup>th</sup> St., Bloomington, IN, with a legal description 013-20220-24 Forest Homes Part Lots 24 & 25 (Hereinafter referred to as the “Property”).

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

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

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

**THE CONTINUOUS ABATEMENT ORDER EXPIRES ON THE 21<sup>st</sup> DAY OF NOVEMBER, 2019.**

**So Ordered this 19<sup>th</sup> Day March, 2019.**

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

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

## **Order Of Abatement for NOV**

### **(garbage)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued November 21, 2018, February 14, 2019 and February 28, 2019 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, March 19, 2019.

The Board of Public Works now finds as follows:

1. DTH REO, Inc., (Hereinafter the "Owner") owns the real estate located at 1426 W. 15<sup>th</sup> St., Bloomington, IN (Hereinafter the "Property").
2. On November 21, 2018, February 14, 2019 and February 28, 2019, Jo Stong, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing garbage on the Property, in violation of BMC 6.06.020.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violations cited in the NOV were not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).
7. The order should be continuous in nature, expiring November 21, 2019.

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. That the notice is continuous and shall expire on November 21, 2019.
3. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.

**So Ordered this 19<sup>th</sup> Day of March, 2019.**

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

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



**City of Bloomington  
Housing and Neighborhood Development**

On November 21, 2018, February 14, 2019 and February 28, 2019, the Housing & Neighborhood Development Department (HAND) issued notices of violation for the following violation of the City of Bloomington Municipal Code:

- 6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 1426 W. 15<sup>th</sup> Street. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

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BPW Meeting Date: March 19, 2019

Abatement Approved: Y/N

Property Owner: DTH REO Inc.

Address: P.O. Box 5396 Austin, TX 78763

Is this a rental? No

Agent: NA

Address: 1426 W. 15<sup>th</sup> Street

Parcel Number: 53-05-32-201-125.024-005

Legal Description: 013-20220-24 Forest Homes Part Lots 24 & 25



# Notice of Violation

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

Date 2/14/2019 Time 3:15 P Address/location 1426 W. 15th St.  
Issued by: 230 47404

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

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

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

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

**Fine Due:** \$50 \$100 \$150      **Warning (No fine due at this time)**      **Ticket#** 42440

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

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

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

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

Comments: Remove all scattered & accumulated trash and debris from property

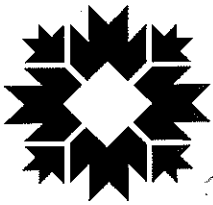
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

**Owner Name** DTH REO, INC.  
**Address** P.O. Box 5396  
**City** AUSTIN      **State** TX  
**Zip Code** 78763

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

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





# Notice of Violation

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

Date 2.28.19 <sup>Thurs</sup> Time 10:27A Address/location 1426 W. 15th 47404  
 Issued by: 230 (P)

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

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

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

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

**Fine Due: \$50**    **\$100**    **\$150**      **Warning (No fine due at this time)**      **Ticket#** 42605

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

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

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

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

Comments: Remove all trash & debris from property. This property will go to the Board of Public Works for permission to abate

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

**Owner Name** DTH REG Inc.  
**Address** P.O. Box 5396  
**City** Austin      **State** Tx  
**Zip Code** 78763

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

BPW: 3-19-19

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

VACANT

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dth Reo Inc  
P O Box 5396  
AUSTIN, TX 78763



9590 9402 1405 5329 8471 41

2. Article Number (Transfer from service label)

7011 3500 0002 2189 3550

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

*Wpa Green*

C. Date of Delivery

*3/4/19*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Mail Restricted Delivery (00)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

1426 W 15th

Domestic Return Receipt

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7011 3500 0002 2189 3550

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.80

Postmark  
Here

Sent  
Street  
or PO  
City

Dth Reo Inc  
P O Box 5396  
AUSTIN, TX 78763

Instructions



1440  
BIEK

FOR SALE  
BY OWNER

1420  
BIERS

For Sale  
Weichert  
The Divers Group  
812-336-6888  
Ryne Shultz  
781-821-1111



# Staff Report

**To: Board of Public Works**

**From: Norman Mosier**

**Date: March 18, 2019**

**Re: Request to Abate property at 3789 E. McCracken Way, Bloomington, IN**

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## **Attachments:**

1. Notice of Violation Issued on 02/13, 02/20, 03/01/2019
2. Photograph(s) of the property
3. Proposed BPW Order and Proposed BPW Notice of Order

## **Facts:**

1. Bloomington Municipal Code 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On 02/13, 02/20, 03/01/2019, Neighborhood Compliance Officer Norman Mosier inspected the property located at 3789 E. McCracken Way, Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation GARBAGE in violation of BMC 6.06.020 (Hereinafter the “NOV”).
3. All NOV were issued to Jeff Jones (Hereinafter the “Owner”) because he is the Owner of the Property which is in violation of BMC 6.06.020 in that it has garbage on the property.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail at his known business address in accordance with BMC 6.06.080(b).

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

The Property remains out of compliance. Garbage remains thrown, placed and scattered on the property. The property needs to be abated to eliminate the violation and public nuisance.

## **Staff Recommendation:**

Staff recommends that the property be abated as soon as reasonably possible.

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

## **(Garbage, Recyclable Materials, Yard Waste)**

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this ORDER OF ABATEMENT for the property located at 3789 E. McCracken Way, Bloomington, IN, with a legal description 013-35860-00 PT E1/2 SE 35-9-1W 3.88A; Plat 70 with a parcel number of 53-05-35-400-010.000-005

(Hereinafter referred to as the "Property").

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

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

**So Ordered this 19<sup>th</sup> Day March, 2019.**

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

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

## **Order Of Abatement for NOV**

### **(garbage)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 02/13, 02/20, 03/01/2019 (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, March 19, 2019.

The Board of Public Works now finds as follows:

1. Jeff Jones (Hereinafter the "Owner") owns the real estate located at 3789 E. McCracken Way, Bloomington, IN (Hereinafter the "Property").
2. On 02/13, 02/20, 03/01/2019, Norman Mosier, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing garbage on the Property, in violation of BMC 6.06.020.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violations cited in the NOV were not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

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

**So Ordered this 19<sup>th</sup> Day of March, 2019.**

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

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





**City of Bloomington  
Housing and Neighborhood Development**

On 02/13, 02/20, 03/01/2019, the Housing & Neighborhood Development Department (HAND) issued a ticket for the following violation(s) of the City of Bloomington Municipal Code:

- 6.04.110 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.
- 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
- 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 3789 E. McCracken Way. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

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BPW Meeting Date: March 19, 2019

Abatement Approved: Y/N

Property Owner: Jeff Jones

Address: 3929 W. Roll Ave. Bloomington, IN. 47403

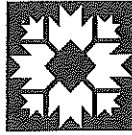
Is this a rental? Yes

Agent: Rita Foddrill

Address: 3006 A Ted Jones Blvd. Bedford, IN. 47421

Parcel Number: 53-05-35-400-010.000-005

Legal Description: 013-35860-00 PT E1/2 SE 35-9-1W 3.88A; Plat 70



**City of Bloomington  
Housing and Neighborhood Development**

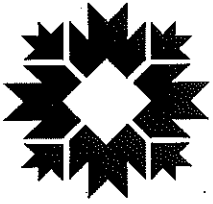
**BOARD OF PUBLIC WORKS MEETING**

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

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday, March 19<sup>th</sup>, 2019.**

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

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



# Notice of Violation

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

Date 3-1-19 Time 10:00 Address/location 3789 E. McCRACKEN WAY 47408

Issued by: 201

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

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

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

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

**Fine Due:** \$50    \$100    \$150    **Warning (No fine due at this time)**    **Ticket#** 42609

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

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

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

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

Comments: REMOVE ALL SCATTERED TRASH ALONG SMITH RD. AND REMOVE MATTRESSES, ETC. FROM REAR DUMPSTER AREA OR PROPERTY WILL BE ABATED.

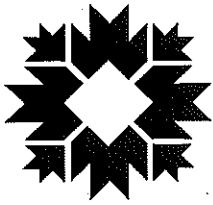
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name Jeffery Jones  
Address 3929 W. Roll Avenue  
City Bloomington State IN  
Zip Code 47403

Agent Name ~~Rita~~ Rita Foddrill  
Address 3006-A Ted Jones Drive  
City Bedford State IN  
Zip Code 47421

BPW:  3-19-19

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



# Notice of Violation

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

Date 2-20-19 Time 4:00 Address/location 3289 E. MECKLEN WAY 47408

Issued by: 207

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

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

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

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

**Fine Due:** \$50    \$100    \$150      **Warning (No fine due at this time)**      **Ticket#** 42483

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

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

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

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

Comments: REMOVE ALL SCATTERED TRASH ALONG SMITH RD, AND IN + AROUND REAR DUMPSTER AREA OR FINES WILL INCREASE.

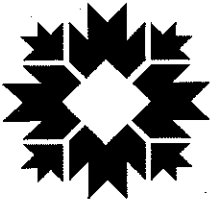
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4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner	<b>Jeff Jones</b>	_____
Address	<b>3929 W. Roll Avenue</b>	_____
City	<b>Bloomington, IN 47403</b>	_____
Zip Code		_____

Agent Name	<b>Rita Foddrill</b>	_____
Address	<b>3006-A Ted Jones Drive</b>	_____
City	<b>Bedford, IN 47421</b>	_____
Zip Code		_____

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

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



# Notice of Violation

(APT. COMPLEX)

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

Date 2-13-19 Time 2:15 Address/location 3789-3821 E. MORTON WAY 47408

Issued by: 207

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

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

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

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

**Fine Due: \$50 \$100 \$150      Warning (No fine due at this time)      Ticket# 42411**

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

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

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

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

Comments: REMOVE ALL TRASH AND DEBRIS FROM REAR DUMPSTER AREA AND ALONG SMITH RD. LENGTH OF PROPERTY OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** All fines listed above may be contested in the Monroe County Circuit Courts.
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Owner N **Jeff Jones** \_\_\_\_\_  
 Address **3929 W. Roll Avenue** \_\_\_\_\_  
**Bloomington, IN 47403** \_\_\_\_\_  
 City \_\_\_\_\_  
 Zip Code \_\_\_\_\_

Agent Na **Rita Foddrill** \_\_\_\_\_  
 Address **3006-A Ted Jones Drive** \_\_\_\_\_  
**Bedford, IN 47421** \_\_\_\_\_  
 City \_\_\_\_\_  
 Zip Code \_\_\_\_\_

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

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

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jeff Jones  
3929 W ROLL AVE  
BLOOMINGTON, IN 47403



9590 9402 1405 5329 8472 19

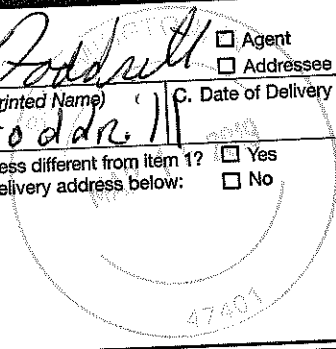
2. Article Number (Transfer from service label)

7010 1060 0000 6785 3774

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  
*Rita Foddrell*  Addressee
- B. Received by (Printed Name)  Agent  
*Rita Foddrell*  Addressee
- C. Date of Delivery
- D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No



3. Service Type
- Adult Signature
  - Adult Signature Restricted Delivery
  - Certified Mail®
  - Certified Mail Restricted Delivery
  - Collect on Delivery
  - Collect on Delivery Restricted Delivery
  - Mail Restricted Delivery
  - Priority Mail Express®
  - Registered Mail™
  - Registered Mail Restricted Delivery
  - Return Receipt for Merchandise
  - Signature Confirmation™
  - Signature Confirmation Restricted Delivery

Domestic Return Receipt

*MCCRACKEN*

7010 1060 0000 6785 3774

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.80

Postmark  
Here

Sent To **Jeff Jones**

Street, Apt or PO Box **3929 W ROLL AVE**

City, State **BLOOMINGTON, IN 47403**

PS Form Instructions

7010 1670 0002 5191 6774

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.80

Postmark  
Here

Sent To **Rita Foddrill**

Street, Apt or PO Box **3006-A TED JONES DR**

City, State **BEDFORD, IN 47421**

PS Form Instructions







The Board of Public Works meeting was held on Tuesday, March 5 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  
Beth Hollingsworth  
Dana Palazzo

**ROLL CALL**

City Staff: Adam Wason – Public Works  
Christina Smith – Public Works  
Michael Large – Public Works  
Ryan Daily – Public Works  
Russell White– Planning and Transportation  
Norman Mosier – Housing & Neighborhood Development

The Board wished Beth Hollingsworth a Happy Birthday.

**MESSAGES FROM BOARD MEMBERS**

None

**PETITIONS & REMONSTRANCES**

**Staff Comments:**

Adam Wason, Public Works, wanted to thank Ryan Daily and his efforts with Morton and Walnut street garages repairs.

**OPEN SEALED BIDS & QUOTES**

Cox Deckard opened the sealed bids for the Morton Street Parking Garage Repairs. Bids were received from the following companies:

**Morton Street Parking Garage Repairs**

- Browning Chapman, LLC
- General Conditions, Mobilization/Demobilization - \$25,232.00
- Level 8 - \$6,500.00
- Level 7 - \$13,941.00
- Level 6 - \$18,342.00
- Level 5 - \$13,889.00
- Level 4 - \$12,319.00

- Level 3 - \$17,422.00
- Level 2 & Level 1 - \$49,112.00
- Exterior Elevations - \$44,943.00
  
- Structural Systems Repair Group, LLC
  - General Conditions, Mobilization/Demobilization - \$10,000.00
  - Level 8 - \$6,319.00
  - Level 7 - \$28,813.00
  - Level 6 - \$30,444.00
  - Level 5 - \$26,966.00
  - Level 4 - \$26,189.00
  - Level 3 - \$31,543.00
  - Level 2 & Level 1 - \$122,789.00
  - Exterior Elevations - \$36,610.00
  -
- The Blakley Corporation CMS Division
  - General Conditions, Mobilization/Demobilization - \$2,250.00
  - Level 8 - \$8,936.00
  - Level 7 - \$16,512.00
  - Level 6 - \$18,600.00
  - Level 5 - \$17,464.00
  - Level 4 - \$16,877.00
  - Level 3 - \$21,937.00
  - Level 2 & Level 1 - \$50,578.00
  - Exterior Elevations - \$32,769.00

Staff will review the bids and bring a recommendation back to the Board at this meeting or at a subsequent meeting.

**TITLE VI ENFORCEMENT**

Norman Mosier, Housing and Neighborhood Development, presented Permission to Abate Property at 1501 S. Hathaway Ct. See meeting packet for details.

**Permission to Abate Property at 1501 S. Hathaway Ct.**

**Board Comments:**

Hollingsworth made a motion to approve permission to abate property at 1501 S. Hathaway Ct. Palazzo seconded. Motion is passed.

Norman Mosier presented Permission to Abate Parcel 53-08-10-111-002.000-009. See meeting packet for details.

**Permission to Abate Parcel 53-08-10-111-002.000-009**

**Board Comments:**

Hollingsworth made a motion to approve Permission to Abate Parcel 53-08-10-111-002.000-009. Palazzo seconded. Motion is passed.

1. **Approve Minutes 2-19-19**
2. **Approve Noise Permit for 2019 AIDS Walk**
3. **(Friday, April 5<sup>th</sup> )**
4. **Resolution 2019-17: Approve Use of Public Street for 2019 Hoosier Half Marathon & 5K**  
**(Saturday, April 6<sup>th</sup>)**
5. **Resolution 2019-18: Approve Use of Public Street for 2019 Hoosiers Outrun Cancer**  
**(Saturday, Sept. 28<sup>th</sup>)**
6. **Resolution 2019-19: Allow Mobile Vendor to Operate in the Public Right-of-Way**  
**(Joella's Hot Chicken)**
7. **Resolution 2019-20: Allow Mobile Vendor to Operate in the Public Right-of-Way**  
**(Domino's Pizza)**
8. **Resolution 2019-21: Approve Renewal of Mobile Vendor to Operate in the Public Right-of-Way**  
**(Big Cheeze Truck #1)**
9. **Resolution 2019-22: Approve Renewal of Mobile Vendor to Operate in the Public Right-of-Way**  
**(Doner Kebab)**
10. **Approve Addendum #1 to the Concrete Materials Contract with Irving Materials Inc.**
11. **Approve Addendum #1 to Asphalt Materials Contract with Milestone Contractors L.P.**
12. **Approve Request from Weddle Brothers, Inc. for Temporary Road Closure on S. Rogers St.**  
**(Thursday, March 7<sup>th</sup> & Friday, March 8<sup>th</sup>)**

**CONSENT AGENDA**

- 13. Approve Acceptance of Bloomington's Co-Op Final Plat**
- 14. Approve Acceptance of Lot 8 in Millen and Rice Addition Final Plat**
- 15. Approve Service Contract with Photizo, LLC dba Fish Window Cleaning for Window Cleaning Services at City Hall**
- 16. Approve Service Contract with Everywhere Signs, LLC for Repair and Maintenance of Signs, and Door and Window Lettering**
- 17. Approve Payroll**

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

### **NEW BUSINESS**

Russell White, Planning and Transportation, presented the Request from Milestone, Inc. for Temporary Southbound Detour and Northbound Lane Shift on N. Rogers St. See meeting packet for details.

**Request from Milestone, Inc. for Temporary Southbound Detour and Northbound Lane Shift on N. Rogers St. 3/11/19-3/22/19**

#### **Board Comments:**

Palazzo asked White what asphalt wedge meant to get some clarification. White explained that it will not be an asphalt wedge. They will asphalt over the grass on the west side of the road to make the B-line trail accessible for pedestrians during the construction. White confirmed that this will be temporary.

Wason explained to the Board what an asphalt wedge would be.

Palazzo needed clarity where the pedestrians would be crossing. White explained the sidewalk continues north of the project on the east side of the road. Pedestrians will be able to cross the road and will cover the grass with asphalt to help steer the pedestrians in the

right direction.

Tom Gott, Milestone, explained in detail the timeline they need for the construction. Palazzo asked if there would be any temporary cross-walk as she expressed her concerns for the bikers and walkers. Wason stated there will not be any temporary cross-walk during the 2 week construction period. Palazzo asked if this was a cross at your own risk situation. Wason explained that it will be an active construction site and there will be a lane shift so traffic will be slowed down. Cox Deckard verified with Wason that there will be signage for the pedestrian traffic and Wason confirmed. Palazzo again expressed her concerns with the safety. Tom said they will monitor the traffic closely.

Hollingsworth made a motion to approve Request from Milestone Inc., for Temporary Southbound Detour and Northbound Lane Shift on N. Rogers St. Palazzo Seconded. Motion is passed.

Ryan Daily, Public Works, presented the request to Approve the renovation of Morton Street Parking Garage elevator by Otis Elevator Company. See meeting packet for details.

**Request to Approve the Renovation of Morton Street Parking Garage Elevator by Otis Elevator Company**

Hollingsworth asked Daily what happened to the elevator cab. Daily stated the cab is 15 years old and it is used very often. Wason stated it gets abused from time to time and it has had numerous instances that have damaged the elevator, which has led to some prosecutions.

Palazzo questioned the multiple designs and which one would be less likely to damage. Daily said the ones that are darker colored with more steel will be less likely to show damage. Wason did state that there are security cameras to prevent future damage.

Palazzo made a motion to approve the Renovation of Morton Street Parking Garage Elevator by Otis Elevator Company. Hollingsworth seconded the motion. Motion is passed.

Ryan Daily, Public Works, requested approval for structural engineering services with CE Solutions for Walnut Street Garage stairwell repair. See meeting packet for details.

**Request to Approve Structural Engineering Services with CE Solutions for Walnut Street Garage Stairwell Repair**

**Board Comments:**

Hollingsworth asked Daily when he expects to have bids for this project. Daily answered right after the motion gets approved. The Board will start getting bids in the beginning of April.

Hollingsworth asked if the stairwell will be closed in the meantime and Daily stated it will not.

Cox Deckard asked if this was an instance of wear and tear. Daily said this was the case. He stated that there is no glass enclosure so the weather tears it up. Part of the bid packaging will install a glass enclosure.

Cox Deckard wanted clarification that this is the stairwell off Walnut and 7<sup>th</sup> Street. Daily confirmed.

Hollingsworth made a motion to approve Structural Engineering Services with CE Solutions for Walnut Street Garage Stairwell Repair. Palazzo seconded the motion. Motion is passed. Request is approved.

Adam Wason, Public Works, wanted to follow up on more parking garages. He wanted to touch base on the 4<sup>th</sup> Street Parking Garage. Wason stated they did get bids back on the garage. CE Solutions estimated \$1.1 million in repairs. Since then, there has been advanced deterioration. There have been a couple projects that would need to be added that were not included in the original estimate. Wason wanted to clarify they will be continuing to review options to see what the best route will be. If they continue on the route with CE Solutions, there could be a bid in the beginning of April that will come to the Board.

Wason stated they have had normal operations. He did have snow patrols on the road Sunday, March 3<sup>rd</sup>.

Wason also wished Beth Hollingsworth a very Happy Birthday.

**STAFF REPORTS & OTHER BUSINESS**

Hollingsworth asked if the 4<sup>th</sup> Street Garage will come to another vote. Wason said it would be wise but he will see how things pan out over the next few weeks.

Palazzo asked if the \$1.1 million was with or without the additional projects. Wason explained that the most urgent projects were taken care of, but the high priority items were added after the last inspection.

Hollingsworth made a motion to pass Approval of Claims. Palazzo seconded. Motion is passed.

**APPROVAL OF CLAIMS**

**ADJOURNMENT**

Cox Deckard adjourns the meeting at 5:55 pm

Accepted by:

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

\_\_\_\_\_  
Beth Hollingsworth, Vice-president

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

Date:

Attest to:





## Board of Public Works Staff Report

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**Project/Event:** Prayer for Life Walk

**Petitioner/Representative:** Dale Siefker

**Staff Representative:** Christina Smith

**Meeting Date:** March 19, 2019

---

Dale Siefker wishes to hold a Prayer for Life Walk on Thursday, April 11, 2019 from 8:30 a.m. to 10:00 a.m. with amplified sound. Mr. Siefker and his group will use public sidewalks along S. College Avenue, W. 2<sup>nd</sup> Street, S. Walnut Street and W. 3<sup>rd</sup> Street. The group of approximately 50 people will follow all traffic laws and utilize a microphone and hand held speaker.

---

**Recommendation:**  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](mailto:smithc@bloomington.in.gov)

## Event and Noise Information

Name of Event:	Prayer for Life		
Location of Event:	We will walk around the block 7 times – Please see map		
Date of Event:	04-11-19	Time of Event:	Start: 8:30 am
Calendar Day of Week:	Thursday		End: 10:00 am
Description of Event:	We will pray while walking around the block 7 times. We will have a microphone and hand held speakers to lead prayers.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If Yes, to Benefit:

## Applicant Information

Name:	Dale Siefker		
Organization:	N/A	Title:	N/A
Physical Address:	8028 W. St. Rd. 48, Bloomington, In. 47404		
Email Address:	daleearl.siefker@gmail.com	Phone Number:	812 278 1017
Signature:		Date:	2-19-19

## 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

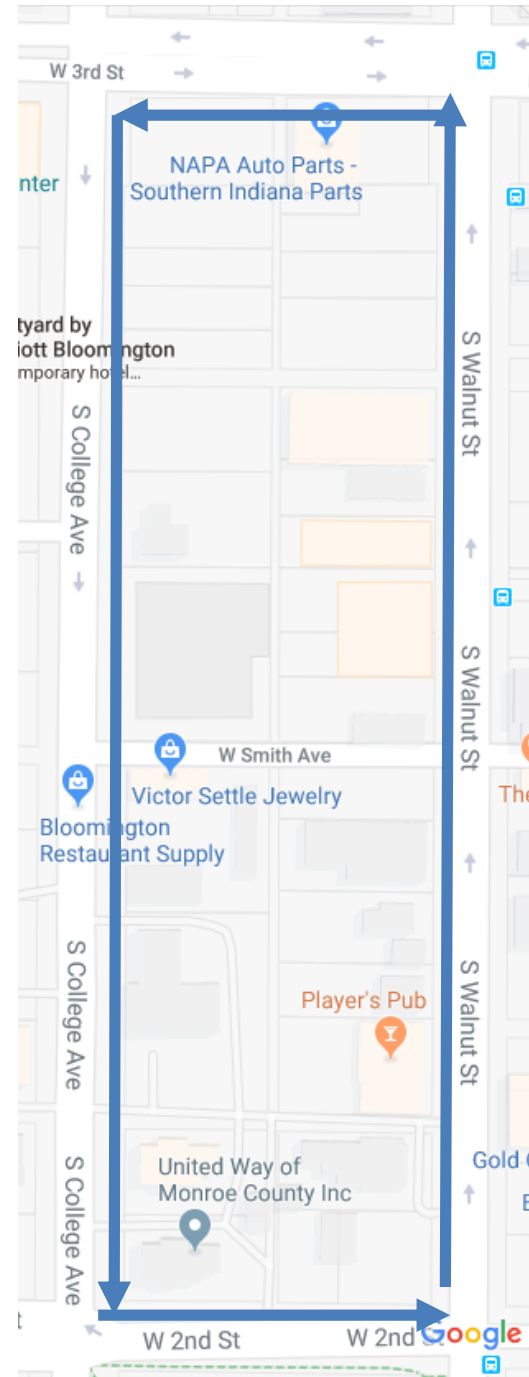
\_\_\_\_\_  
Dana Palazzo, Secretary

We will make 7 laps on the route shown here.

We will be on sidewalks and following all traffic laws.

We will have around 50 people.

We will have a microphone and hand held speaker to lead prayers.





## Board of Public Works Staff Report

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**Project/Event:** Bloomington Street Fair

**Petitioner/Representative:** City of Bloomington Department of Parks and Recreation

**Staff Representative:** Leslie Brinson & Sean Starowitz

**Date:** March 19th, 2019

**Event Date:** Sunday, April 28th, 2019

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To celebrate the success of the Bloomington Street Fair, The City of Bloomington Department of Parks and Recreation is hosting the Bloomington Street Fair on Kirkwood Avenue, Sunday, April 28, 2019 from noon until 4 p.m. Other sponsors for this event include IU Bloomington, Nick's English Hut, Monroe County History Center, Master Rental, Buskirk-Chumley Theatre, and Monroe County Public Library. No parking on Kirkwood starting on 6 AM on Sunday, April 28<sup>th</sup>, 2019.

This event will necessitate the temporary closure of Kirkwood Avenue from Walnut Street to Indiana Avenue. Property owners and businesses on Kirkwood have been notified of this closure via US Mail, along with the date the Petition will be heard by the Board of Public Works. There will be music, food, interactive activities, and fun for all ages. The fair will take place rain or shine, but if severe weather occurs, the event will be rescheduled for Sunday, May 19, 2019.

**Staff recommends approval of the request.**



**JOHN HAMILTON**  
**MAYOR**  
CITY OF BLOOMINGTON  
401 N. Morton St., Suite 150  
PO Box 100 Bloomington, IN 47404

DEPARTMENT OF ECONOMIC &  
SUSTAINABLE DEVELOPMENT

p 812.349.3418  
f 812.349.3520

Dear Resident/Owner,

The City of Bloomington will host the Bloomington Street Fair (formerly the Bicentennial Street Fair) on **April 28 on Kirkwood Avenue from noon until 4 p.m. Kirkwood Avenue will be closed between Indiana Avenue and Walnut Street for the Fair.** As this event may affect your business/residence we wanted to give you time to plan accordingly. Approximately 6,000 participants attended this event last year. **Event set up will begin at 9 a.m and clean up will be finished by 5:30 p.m.**

**The Board of Public Works will hear this event at the March 19th meeting at 5:30 PM in Council Chambers. You are invited to share your concerns at this meeting or prior in writing to Michael Large at [largem@bloomington.in.gov](mailto:largem@bloomington.in.gov).**

Plans for the Street Fair include making blocks of Kirkwood Avenue available for "adoption" by neighboring businesses. The city is seeking additional businesses and organizations to take part in the Street Fair, interact with the community, and bring their own unique forms of celebration to the streets. Activities planned by each participating group should reflect Bloomington's diversity and uniqueness.

Participating groups will be selected based on the activity the group is providing, and that activity's ability to engage Street Fair attendees. Our goal is to include a diversity of positive, interactive booths, with a variety of different kinds of activities.

Applications from interested activity hosts and entertainers who would like to participate in the Street Fair are available online and must be submitted by March 1. There is no cost to participate. If you would like more information about becoming an activity host or performer, please contact Leslie Brinson, the event coordinator, at [brinsonl@bloomington.in.gov](mailto:brinsonl@bloomington.in.gov).

Apply to provide entertainment at the Street Fair: [bit.ly/2019StreetFairEntertainment](https://bit.ly/2019StreetFairEntertainment)

Apply to be an activity host at the Street Fair: [bit.ly/2019StreetFairBooth](https://bit.ly/2019StreetFairBooth)

"This event is an opportunity to use Bloomington's city streets in new ways: to meet neighbors, find out more about local businesses and organizations, and celebrate Bloomington and all the things that make it such a special city," Leslie Brinson said. "The event was such a success in 2018 that we decided to celebrate Bloomington again this spring, through music, food, interactive activities, and togetherness."

For more information about the Street Fair and how to get involved, contact Leslie Brinson at 812.349.3715 or [brinsonl@bloomington.in.gov](mailto:brinsonl@bloomington.in.gov) or Sean Starowitz at 812.349.3534 or [starowis@bloomington.in.gov](mailto:starowis@bloomington.in.gov).

**A Block (14 spots)**  
**Indiana — Dunn**



# B Block (25 spots)

## Dunn — Grant

STAGE 1



Lime Scooters		Solid Waste			Voters
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Nicks	Nicks		State of R		Thirty One	
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Utilities			Code and Key		AMV
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Purre Barre			Beths Healing		HAND
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Port-o-potties



# C Block (18 spots)

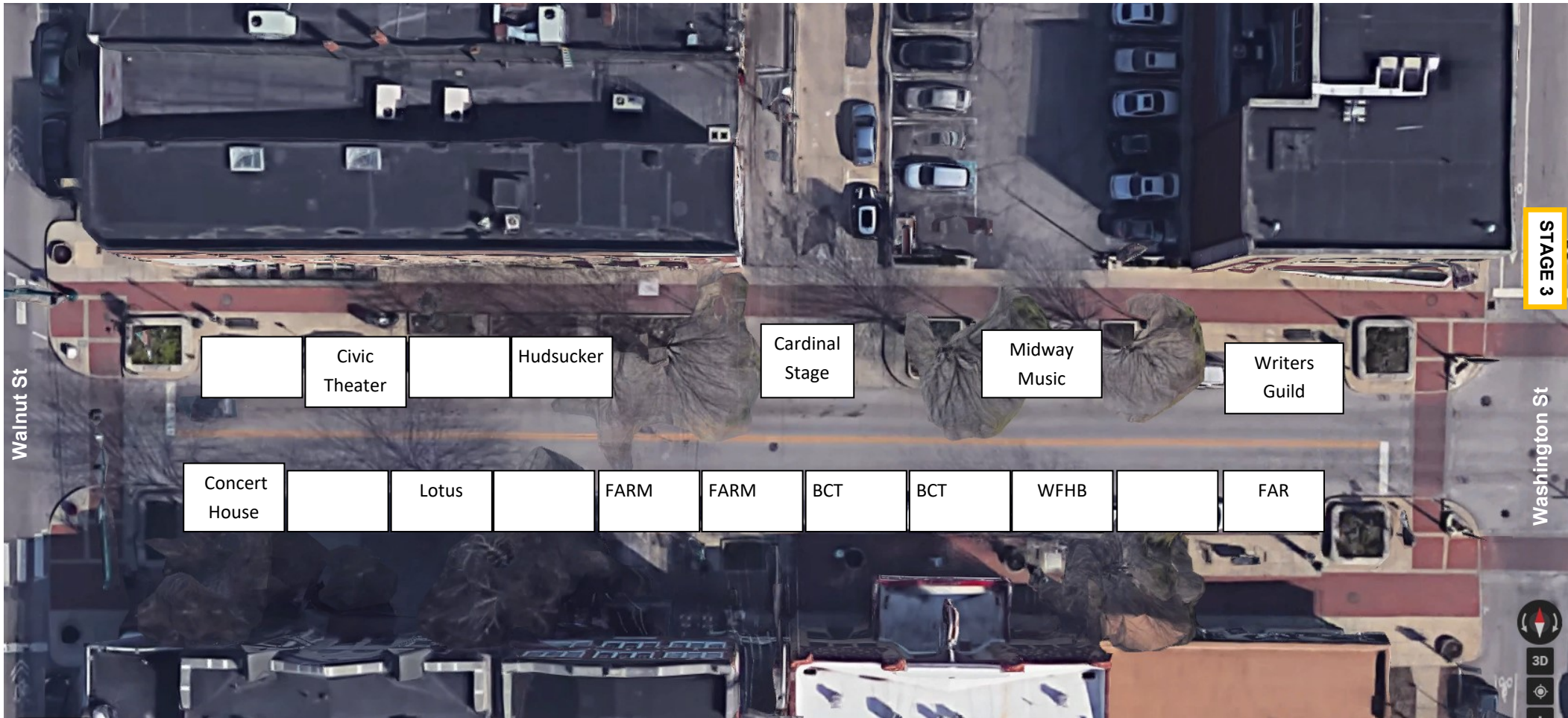
## Grant — Lincoln



# D Block (17 spots) Lincoln — Washington



**E Block (18 spots)**  
**Washington — Walnut**



STAGE 3

Walnut St

Washington St





## Board of Public Works Staff Report

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**Project/Event:** Arts Fair on the Square  
**Petitioner/Representative:** Bloomington Playwrights' Project  
**Staff Representative:** Sean Starowitz  
**Meeting Date:** March 19, 2019

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Saturday, June 22, 2019 will be the 39th year for the Arts Fair on the Square. It is the same day as the Taste of Bloomington, and the two events along with the Saturday Farmers Market make for a major summer tourism event in downtown.

Festival organizers are requesting closure of both Kirkwood Avenue and 6th Street between College Avenue and Walnut Street beginning at 5:00 a.m. for set up and until 8:00 p.m. on Saturday, June 22, 2019 which will allow for clean up after the 10 a.m. – 5:00 p.m. event. Also requested are three parking spaces on College Avenue and three parking spaces on Walnut Street adjacent to the Monroe County Court House from 5:00 p.m. on Friday, June 21st to 8:00 a.m. on Monday, June 24, 2019 for portable toilets.

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

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

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**Recommend**  **Approval**  **Denial** by Sean Starowitz

**BOARD OF PUBLIC WORKS  
RESOLUTION 2019-24**

**ARTS FAIR ON THE SQUARE**

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

WHEREAS, the Bloomington Playwrights' Project (hereinafter "BPP") is sponsoring the 37th annual Arts Fair on the Square, on Saturday, June 22, 2019, to take place on and around the Monroe County Courthouse Square; and

WHEREAS, the BPP has requested that the Board of Public Works allow them to close parking spaces on the west side and the east side of the Courthouse Square to vehicular parking and to close W. 6<sup>th</sup> Street and W. Kirkwood Avenue between College Avenue and Walnut Street to vehicular traffic during the festival; and

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

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

1. The City of Bloomington Board of Public Works (hereinafter "City") 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 declares that the BPP may reserve three parking spaces on College Avenue and three parking spaces on Walnut Street, beginning at 5:00 p.m. on Friday, June 21, 2019 until 8:00 a.m. on Monday, June 24, 2019 for the placement of portable toilets. The sponsors may also close W. 6<sup>th</sup> Street and W. Kirkwood Avenue between College Avenue and Walnut Street for the expansion of the festival space from 5:00 a.m. to 8:00 p.m. on Saturday, June 22, 2019 for the purpose of staging an arts festival for the general public.
3. BPP shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. BPP shall obtain, and place at BPP's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. BPP shall not close the streets until 5:00 a.m. on Saturday, June 22, 2019 and shall remove barricades and signage and reopen the streets no later than 8:00 p.m. on Saturday, June 22, 2019.
4. BPP will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs

posted as part of the event. Cleanup of W. 6<sup>th</sup> Street and Kirkwood Avenue shall be completed by 8:00 p.m. on Saturday, June 22, 2019. Portable toilets on Walnut Street and College Avenue will be removed by 8:00 a.m. on Monday June 24, 2019.

5. 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 10:00 a.m. and 5:00 p.m. on Saturday, June 22, 2019.
6. BPP shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
7. BPP 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.
8. In consideration for the use of the City's property and to the fullest extent permitted by law, BPP, 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.
9. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 19<sup>th</sup> DAY OF MARCH 2019.

BOARD OF PUBLIC WORKS:

BLOOMINGTON PLAYWRIGHTS'  
PROJECT:

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Date



# 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:	Lee Burckes		
Contact Phone:	(812) 334-1188	Mobile Phone:	(403) 915-4647
Title/Position:	Event Manager		
Organization:	Bloomington Playwrights Project		
Address:	107 W 9 <sup>th</sup> Street		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	manager@artsfair.org		
Organization E-Mail and URL:	manager@artsfair.org, www.artsfair.org/www.newplays.org		
Org Phone No:	(812) 333-1188	Fax No:	

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

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:	June 22, 2019	
Time of Event:	Date: June 22, 2019   Start: 10:00 a.m. Date: June 22, 2019   End: 5:00 p.m.	
Setup/Teardown time Needed	Date: June 22, 2019   Start: 5:00 a.m. Date: June 22, 2019   End: 8:00 p.m. Please note: The portable toilets will need to be delivered Friday evening and picked up Monday morning. We are also asking that three parking spaces on both College Avenue and Walnut Street be closed with the following dates and times for this purpose: Date: June 21, 2019   Start: 5:00 p.m. Date: June 24, 2019   End: 8:00 a.m.	
Calendar Day of Week:	Saturday	
Description of Event:	A Bloomington tradition, the Bloomington Playwrights Project's Arts Fair on the Square celebrates 39 years of bringing visual artists and craftspeople together with the local and regional community. This juried art show features 100 regional and national artists and craftspeople on the picturesque grounds surrounding the Monroe County Courthouse. The mission of Arts Fair on the Square is to showcase fine art and craft of the highest quality, connect artists with the art-buying community, and promote commitment to the arts through a variety of interactive arts experiences. For 39 years, Arts Fair on the Square has been one of the premier annual events in Bloomington, Indiana, earning appreciation from artists from all over the country and patrons from all over Indiana and beyond for its commitment to quality. In addition to featuring a wide variety of amazing artists, Arts Fair on the Square also includes two interactive art centers, and entertainment from local artists including dancers and musicians throughout the day. Arts Fair on the draws thousands of visitors to downtown Bloomington to experience the finest the visual arts has to offer while sharing the Hoosier hospitality that makes our event a favorite among artists and art patrons alike.	
List of Street Closures (If applicable)	Request is to close Sixth Street and Kirkwood Avenue between College Avenue and Walnut Streets from 5:00 a.m. to 8:00 p.m. on June 22, 2019 and three spaces each on College Avenue and Walnut Street for portable toilets from 5:00 p.m. on June 21, 2019 through 8:00 a.m. on June 24, 2019.	
Expected Number of Participants:	100 artists Approximately 5,000 patrons	Expected # of vehicles (Use of Parking Spaces to close): 59 (parking spaces to be used for event programming)



**4. 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***

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	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
<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)

**5. 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"> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input 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)
N/A	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/> Combined with map	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required      * Determine if Barricades will be required
<input checked="" 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 checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
N/A	Beer & Wine Permit <input type="checkbox"/> Not applicable

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

## 6. CHECKLIST

<input checked="" type="checkbox"/>	Determine what type of Event
<input checked="" type="checkbox"/>	Complete application with attachment <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input checked="" type="checkbox"/> March 19	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
N/A	Approved Parks Special Use Permit (if using a City Park)
<input checked="" type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
Will Do So If Application Approved	No Parking Signs <input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW) <input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

**NOTE: The City of Bloomington reserves the right to cancel any event at any time should such event begin to threaten public safety or if an emergency necessitates cancellation.**

**Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.**

**For City Of Bloomington Use Only**

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



March 1, 2019

Arts Fair on the Square, a juried art show taking place annually mid-June, features 100 national, regional, and local artists and craftspeople on the picturesque grounds surrounding the Monroe County Courthouse. Our organization, the Bloomington Playwrights Project, has petitioned the Board of Public Works to hear a request for this special event in the Public Right Way of Kirkwood Avenue and Sixth Street between College Avenue and Walnut Street. The Board of Public Works will hear this request on March 19, 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 p.m. The proposal for the 2019 Arts Fair on the Square will be on file and available to view in the Public Works office on Friday, March 15, 2019 prior to the Tuesday, March 19, 2019 meeting.

Arts Fair on the Square is a program of the Bloomington Playwrights Project, now in its ninth year organizing this Bloomington tradition. Both established in 1979, Arts Fair on the Square and the BPP serve the Bloomington community by fostering the careers of artists and giving artists a place to present their work. The mission of Arts Fair on the Square is to showcase fine art and craft of the highest quality, connect artists with the art-buying community, and promote commitment to the arts through a variety of interactive arts experiences - but we don't stop there! Arts Fair on the Square is more than a venue for artists to showcase and sell fine art and crafts – there will also be community booths featuring local businesses and events, a diverse line-up of entertainment including very talented local dancers and musicians, and two art centers including free interactive arts experiences and activities. Due to all of this and more, Arts Fair on the Square attracts thousands of visitors to our community each year helping to make Bloomington the best place to be in Indiana!

We are contacting you today to inform you of our request. You may express your opinion at the meeting, by phone at (812) 349-3410, or by email at [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov). All filed objections will be considered at the meeting. If you have any questions or concerns, please feel free to contact me any time.

Thank you very much,

A handwritten signature in black ink, appearing to read 'Lee Burckes', is written over a light blue horizontal line.

Lee Burckes  
Event Manager  
Bloomington Playwrights Project  
Arts Fair on the Square  
107 W 9th Street  
Bloomington, IN 47404  
(812) 334-1188  
[manager@artsfair.org](mailto:manager@artsfair.org)



## **Emergency Action Plan**

### **Arts Fair on the Square**

*June 22, 2019*

### **Purpose**

The purpose of the Emergency Action Plan is to protect all participants within the event area from serious injury, property loss, or loss of life in the event of a major disaster. Potential major disasters include tornado, thunderstorms, fire, flooding, earthquake, bomb threat, hazardous chemical spill, or civil violence.

**IF AN EMERGENCY EXISTS, CALL 911**

### **General Procedures**

In the event of a disaster, the warning may come from any one of the following sources:

- Civil defense warning sirens
- Commercial radio or television
- Air horn blasts from the Arts Fair on the Square Information Tent
- Bullhorn announcements
- The Bloomington Police Department
- The Bloomington Fire Department

### **Notification of Emergency Warning**

Any person receiving notification of a possible disaster should notify the Bloomington Police Department, Bloomington Fire Department, or event organizers found at the Arts Fair on the Square Information Tent on the southeast corner of the courthouse.



## **Emergency Control Committee**

Event Manager Lee Burckes, Assistant to the Event Manager Margot Morgan, and organization Managing Director Brad Schiesser are the Emergency Committee that assesses the severity of the situation. Please note that the Bloomington Police Department has ultimate control of any emergency.

If evacuation required:

- Continue the evacuation while in contact with Bloomington Police Department and Emergency Control Committee.
- Assess conditions to continue evacuation.

## **First Aid Services**

Basic First Aid Services will be located Arts Fair on the Square Information Tent on the southeast corner of the courthouse. For additional first aid response, call 911.

## **Phone Listings**

A listing of civic cell telephone numbers shall be maintained by the Emergency Control Committee. Phone Listings can be found at the Arts Fair on the Square Information Tent.

## **Missing Children**

Missing children and parents go to the Arts Fair on the Square Information Tent located at the southeast corner of the courthouse.

## **Event Resumption:**

Call Arts Fair on the Square/Bloomington Playwrights Project voicemail at (812) 334-1188 and/or watch for show organizers and volunteers walking the event and disseminating information.



## Emergency Alarms

Area evacuation is denoted by continuous air horn blasts from show organizers or an announcement from the Bloomington Police Department, Bloomington Fire Department, or civic warning sirens followed by air horn blasts and bullhorn announcements from Arts Fair on the Square event organizers.

## Evacuation Sites

A list of evacuation sites shall be posted the Arts Fair on the Square Information Tent. These sites will include:

- 4<sup>th</sup> Street Fire Station, located at 300 East 4th Street, Bloomington, IN 47408 (4<sup>th</sup> and Lincoln)
- Monroe County Public Library located at 303 East Kirkwood Avenue Bloomington, IN 47408
- Any available structurally secure building nearby.

## Procedure for Emergency Shutdown of Operations

An emergency shutdown of operations will be ordered by the Bloomington Police Department, Bloomington Fire Department, or event organizers. Conditions Warranting Shutdown of Operations:

- Lightning - close if lightning sited, for 30 minutes following
- Wind - close if wind is 25 miles per hour or higher, for 30 minutes following
- Tornado
- Earthquake
- Fire
- Civil Disturbance
- Bomb Threat
- Hazardous Chemical Spill
- Any other condition deemed necessary by Bloomington Police Department



## Summary

If you see probably cause to cease operations, contact Lee Burckes (403-915-4647), Margot Morgan (812-361-8222), Brad Schiesser (812-334-1188), or the Bloomington Police Department by walkie-talkie or by phone immediately!

In case of emergency, call 911.

## Equipment Needed

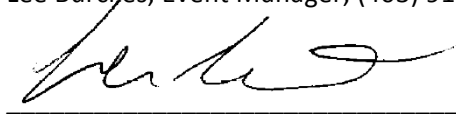
- Bullhorns for Announcements
- Air Horns
- Walkie-Talkies
- Cellphones
- Wind Monitor

## Emergency Control Management

Emergency Control Committee and all event organizers should read and retain a copy of this document for your records.

Event Contact: Lee Burckes, Event Manager, (403) 915-4647

Signature:



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## Waste Management Plan

June 22, 2019

**Event name:** Arts Fair on the Square  
**Number of expected attendees:** 5,000  
**Number of food vendors:** 1  
**Number of other vendors:** 100

**Designated waste and recycling manager:** Assistant to the Event Manager, Margot Morgan

**Event map:** See attached fair map (combined with maintenance of traffic plan).

### Targeted waste:

Type of waste	Collection plan
Waste & recycling	Every two hours to central location, recycling to recycling center next day.
Mixed recyclables, primarily paper	Recycling on-site using designated bins staffed by volunteers.
Miscellaneous waste including minimal food wrapper waste	Waste onsite using designated bins staffed by volunteers.

**Collection and hauling system:** Volunteers will collect and sort waste, as needed, into waste and recycling bins accordingly. Waste will be taken to company waste bins at the end of the day. Recycling will be taken to recycling center the next day. All bins will be marked as either waste or recycling.

**Vendor and volunteer education and training:** Volunteers will be trained regarding waste and recycling procedures during volunteer training sessions prior to the fair date. Artist information documents will include waste and recycling policies and procedures and be available both on our website and sent to all participants prior to the fair date. Participants will also be reminded by receiving this information again during check-in. Posted event map and brochures will include waste and recycling locations.

**Materials and supplies:** Event maps and brochures including waste and recycling locations, labeled bins, and waste collection and sorting materials including bags, ties, rubber gloves, and labels.

**Designation of duties:** Volunteer waste and recycling manager will train staff, volunteers, and participants regarding waste and recycling plan including collection, sorting, and removal procedures as well as implement the plan.



Barricade at end of alley

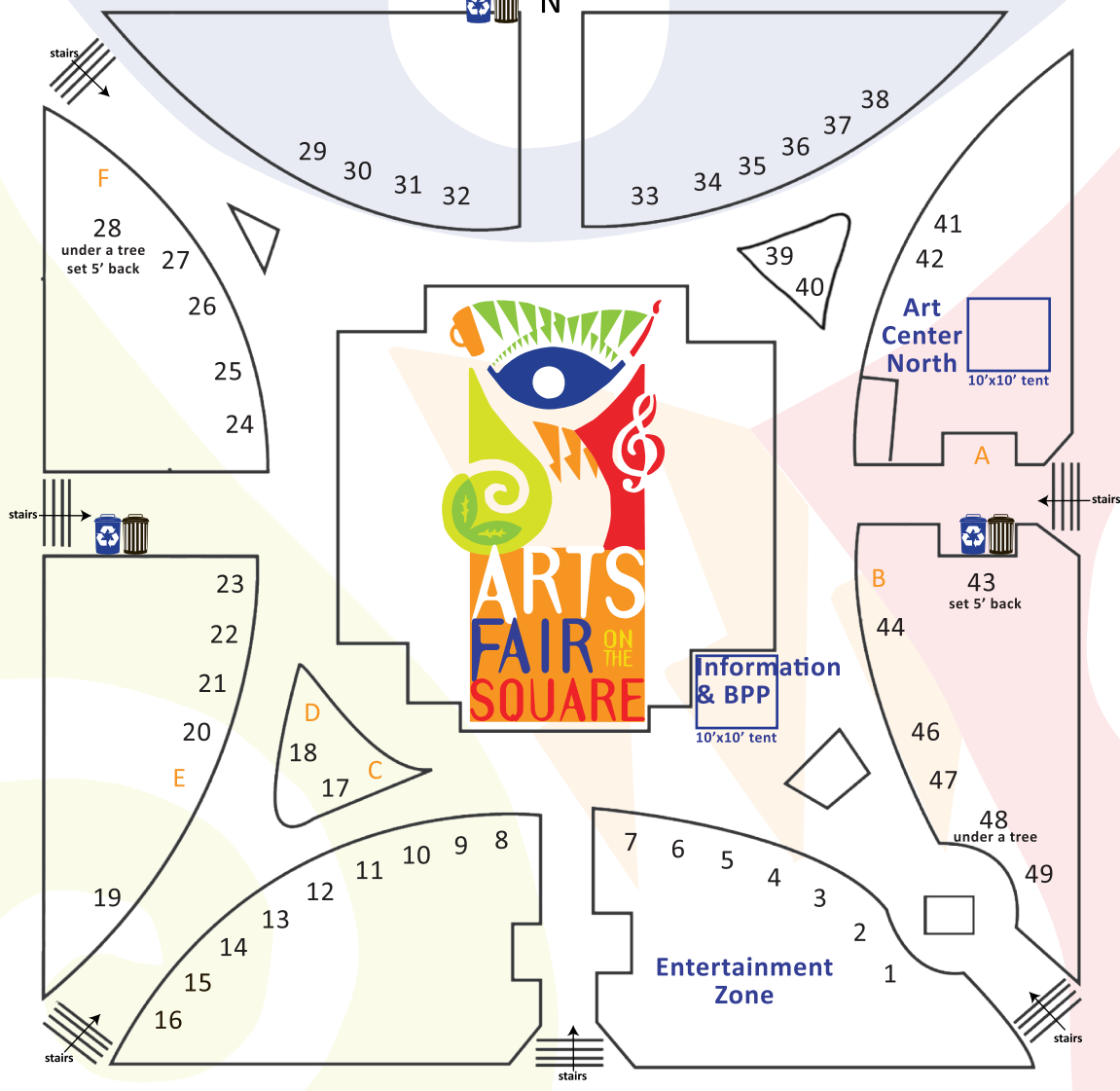


Road Closed Ahead sign at the corner of 6th & Morton



College Avenue

Walnut Street



ONE WAY during loading and unloading!

Kirkwood Avenue

slopes downward towards the west

Road Closed Ahead sign in the Kirkwood Avenue straight lane heading East.

Please note: Numbers represent 10'x10' square artist spaces while letters represent smaller oddly shaped community group spaces.



## Board of Public Works Staff Report

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**Project/Event:** National Bike to Work Day Block Party

**Petitioner/Representative:** Monroe County Public Library and Planning and Transportation Department

**Staff Representative:** Sean Starowitz

**Event Date:** May 17, 2019

**Meeting Date:** March 19, 2019

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The City of Bloomington celebrates National Bike Month during the month of May with the 2019 National Bike to Work Day Block Party through Monroe County Public Library and the City of Bloomington Planning and Transportation Department which promotes biking as a healthy, sustainable, and economic transportation option.

This year's hosting site will take place on North Grant Street between East Kirkwood and East 6<sup>th</sup> Street from 4pm – 7pm. There will be different community groups present and fun activities to engage participants. Grant Street is required to be cleaned up, with barricades removed and the street open by 8pm.

Staff recommends approval of the request.

**Recommend**  **Approval**

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019-25**

**NATIONAL BIKE TO WORK DAY BLOCK PARTY**

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 use of bicycles as a form of transportation for its citizens; and supports the goals of National Bike to Work Day; and

WHEREAS, Monroe County Library "MCPL" requested use of a city street to host an event, National Bike to Work Block Party; and

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

1. The City agrees that all or a portion of the following City street and sidewalk may be utilized to conduct the 2019 National Bike to Work Day Block Party event between the hours of 4pm and 7pm, on Friday, May 17, 2019: North Grant Street between East Kirkwood and East 6<sup>th</sup> Street.
2. The street closure outlined above is for the purposes of allowing MCPL to provide a community event of high quality that is mutually beneficial to the participants and the community on Friday, May 17, 2019.
3. MCPL shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. MCPL shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. MCPL shall obtain, and place at MCPL's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. MCPL shall not close the streets until 2:00 p.m. on Friday, May 17, 2019 and shall remove barricades and signage and reopen the streets no later than 8:00 p.m. on Friday, May 17, 2019.
5. MCPL will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this half a block, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 8:00 pm on Friday, May 17, 2019.

6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. 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.
8. MCPL shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. MCPL, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. The artists and vendors who have not received explicit authorization from MCPL to participate in the National Bike to Work Day Block Party will not be permitted to utilize the closed off portions of the streets outlined above for the purposes of performing, displaying, producing or selling items or goods.
11. \_\_\_\_\_, 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 19<sup>th</sup> DAY OF MARCH, 2019.

BOARD OF PUBLIC WORKS

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

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

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

All terms and conditions in this Resolution 2019- 25 are acceptable and agreed to this 19<sup>th</sup>  
Day of March, 2019.

Monroe County Public Library

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Signature

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Printed Name & Position



## 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:	Kevin MacDowell		
Contact Phone:	812-349-3264	Mobile Phone:	812-331-9046
Title/Position:	Teen & Digital Creativity Strategist		
Organization:	Monroe County Public Library		
Address:	303 E. Kirkwood Ave		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	kmacdowe@monroe.lib.in.us		
Organization E-Mail and URL:	www.mcpl.info		
Org Phone No:	812-349-3050	Fax No:	

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

Organization Name:	City of Bloomington Planning and Transportation Department		
Address:	401 N Morton St, suite 130		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	rosenbab@bloomington.in.gov		
Phone Number:	812-349-3423	Mobile Phone:	
Organization Name:	IU Office of Parking Operations		
Address:	Carmichael Center, 530 E. Kirkwood Ave.		
City, State, Zip:	Bloomington, IN 47408		
E-Mail Address:	adragrovi@iu.edu		
Phone Number:	812-855-8143	Mobile Phone:	
Organization Name:	The Warehouse		
Address:	1525 South Rogers St		
City, State, Zip:	Bloomington, IN 47403		
E-Mail Address:	david@btownwarehouse.com		



Phone Number:	<a href="tel:(812)333-3951">(812) 333-3951</a>	Mobile Phone:	
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### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	May 17, 2019		
Time of Event:	Date: 5.17.19	Start: 4:00pm	Date: 5.17.19 End: 7:00pm
Setup/Teardown time Needed	Date: 5.17.19	Start: 2:00pm	Date: 5.17.19 End: 8:00pm
Calendar Day of Week:	Friday		
Description of Event:	<ul style="list-style-type: none"> <li>• The event is “Bike to Work Day After Party”, celebrating: National Bike to Work Day (same date); Bloomington’s bicycling community; and highlighting the importance of alternative forms of transportation.</li> <li>• We will partner with several local bicycling organizations and business to provide services and information on bike related themes, via booths/tents/tables.</li> <li>• The library book bike will be on display, as well as books from their collection on bicycling.</li> <li>• The library will set up one of its ping pong tables for the attendees to enjoy.</li> <li>• There will be food and beer vendors, and hopefully no trucks-carts only, to highlight alternative forms of transportation.</li> <li>• The event will take place on Grant Street, between Kirkwood and 6<sup>th</sup> street, as a block party.</li> <li>• We hope for there to be a 30-45 minute demonstration of BMX bike trick riding, by local riders.</li> </ul>		
Expected Number of Participants:	100	Expected # of vehicles (Use of Parking Spaces to close): 0	

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

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

**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***

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	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 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"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<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 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 type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	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"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**8. CHECKLIST**

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <li><input type="checkbox"/> Detailed Map</li> <li><input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other)</li> <li><input type="checkbox"/> Maintenance of Traffic Plan</li> <li><input type="checkbox"/> Noise Permit Application (if applicable)</li> <li><input type="checkbox"/> Certificate of Liability Insurance</li> <li><input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)</li> <li><input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)</li> <li><input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> </ul>
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

**NOTE: The City of Bloomington reserves the right to cancel any event at any time should such event begin to threaten public safety or if an emergency necessitates cancellation.**

**For City Of Bloomington Use Only**

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

# Waste and Recycling Management Plan Template

Event name: \_Bike to Work Day after party\_\_\_\_\_  
 Number of expected attendees: \_\_\_\_100\_\_\_\_\_  
 Number of food vendors: \_\_\_\_3\_\_\_\_\_  
 Number of other vendors: \_\_\_\_11\_\_\_\_\_

**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 when appropriate in on-site, designated bins staffed by volunteers, otherwise waste bins
Mixed Paper	Recycling in on-site, designated bins staffed by volunteers
Food waste and other refuse	On site waste bins staffed by volunteers.

\*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:** There will be a singular waste/recycling station on site procured by us through Downtown Bloomington, Inc. It will have adequate signage, be staffed by a volunteer, and collected and hauled away by event partners directly after event ends.

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:** All emails to partners and vendors will include information about waste/recycling station location. Event volunteers will remind all vendor/partners face to face during set-up.

**Materials and supplies:** Adequate number of waste/recycling bins recommended and procured from Downtown Bloomington, Inc.

**Designation of duties:** Event volunteers will handle all duties.

**EXAMPLE: NOTICE OF PUBLIC MEETING LETTER**

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for \_\_Bike to Work Day After Party\_\_.

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

The proposal for \_\_Bike to Work Day After Party\_\_ will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) 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](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Kevin MacDowell

DATE: January 15, 2019

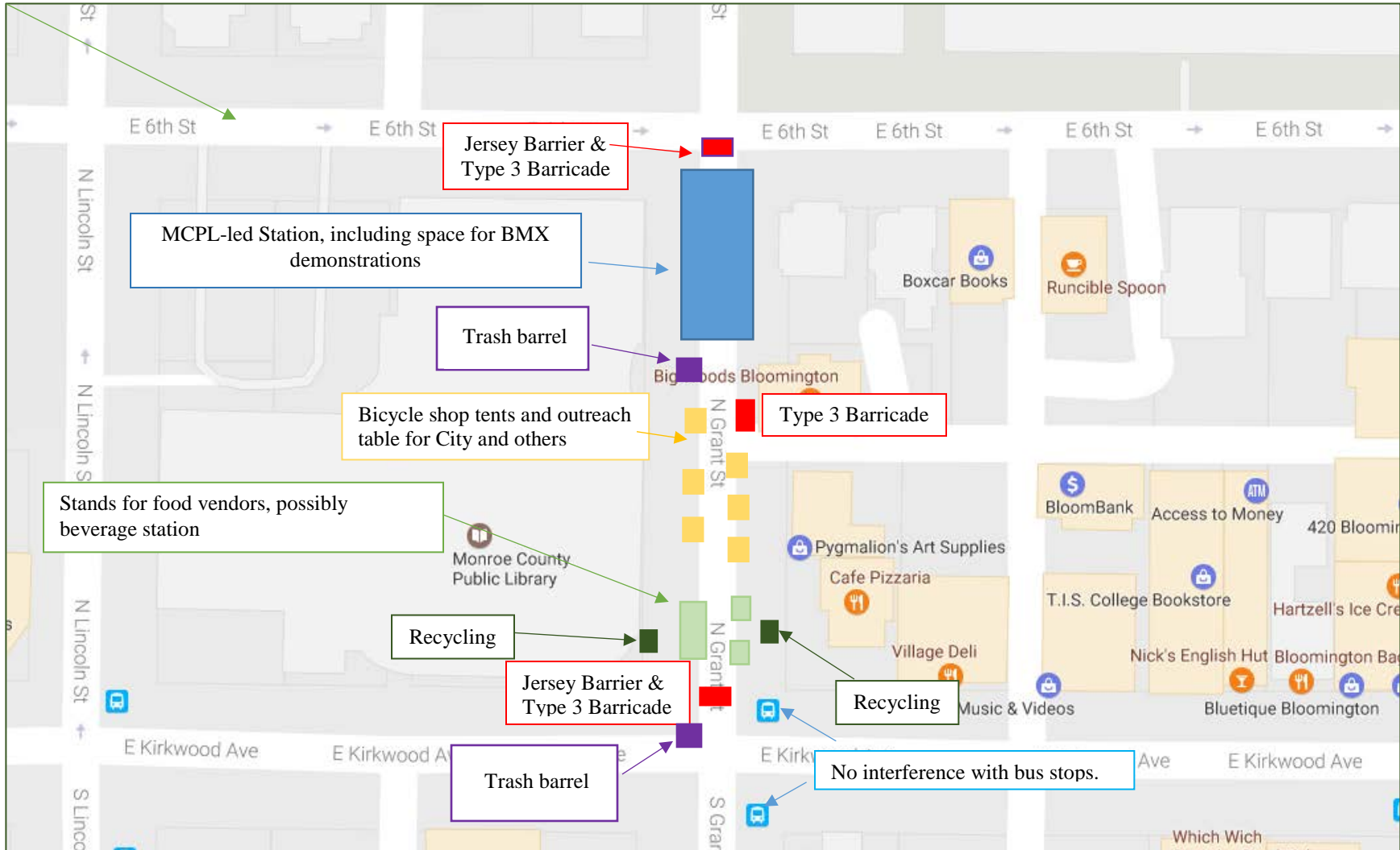
# Bike to Work Day 2019 Party

Friday, May 17, 2019

Event: 4pm to 7pm | Closure: 3pm to 8pm

Contact: Beth Rosenbarger, Planning Services Manager

[rosenbab@bloomington.in.gov](mailto:rosenbab@bloomington.in.gov), (812) 349-3423





## Board of Public Works Staff Report

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**Project/Event:** WIUX Radio Culture Shock Music Festival

**Petitioner/Representative:** WIUX Radio

**Staff Representative:** Sean Starowitz

**Meeting Date:** March 19, 2019

**Event Date:** April 20, 2019

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WIUX Radio is requesting the closure of E. 7<sup>th</sup> Street between N. Indiana and N. Park Avenue beginning at 8:00 a.m. Saturday, April 20, 2019 until 11:30 p.m. This is the 33<sup>rd</sup> Annual Culture Shock, and the second time they have requested the closing of 7<sup>th</sup> Street to allow for food trucks/carts to be parked on the Street.

A Certificate of Insurance showing the City, as additionally insured, will be provided. IU has held this event in the past and the area is on campus; however, 13<sup>th</sup> Street is a city street. A noise waiver has also been included in the request.

**Staff recommends approval of the request.**



**BOARD OF PUBLIC WORKS  
RESOLUTION 2019-26**

**WIUX Musical Festival**

**WHEREAS**, the City of Bloomington Board of Public Works (hereinafter referred to as the “City”) is empowered by I.C. § 36-9-6-2 to supervise city streets, sidewalks and parking spaces; and

**WHEREAS**, WIUX Student Radio (hereinafter referred to as “WIUX”), would like to have the City close 7<sup>th</sup> Street From North Indiana Avenue to North Park Avenue to host a free day long music festival.

**WHEREAS**, WUIX has agreed to provide the City with a Certificate of Insurance naming the City as additionally insured; and

**WHEREAS**, the City is willing to close said streets in order to support this community function.

**NOW, THEREFORE, BE IT RESOLVED** that the City approves the Special Event herein described, subject to the following conditions:

1. The City declares that all or a portion of the following City streets listed on Exhibit #1 shall be temporarily closed to traffic and parking for the purposes of allowing WIUX to provide an event of high quality that is mutually beneficial to participants and the community: beginning at 8:00 a.m. on Saturday, April 20th, 2019, and ending at 11:30 p.m. on Saturday, April 20th, 2019.
2. WIUX shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. WIUX shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. WUIX shall obtain, and place at WUIX’s own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. WIUX shall not close the streets until 8:00 a.m. on Saturday, April 20, 2019 and shall remove barricades and signage and reopen the streets no later than 11:30 p.m. on Saturday, April 20, 2019.
4. WIUX shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
5. WIUX shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and emptying and removal of all trash cans/receptacles. Clean-up shall be completed by 11:30 p.m. on Saturday, April 20, 2019.

Resolution 2019-26

6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. 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.
8. WIUX shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. WIUX, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 19<sup>th</sup> DAY OF MARCH, 2019.

BOARD OF PUBLIC WORKS:

WIUX

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

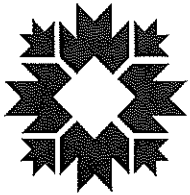
\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Date



CITY OF BLOOMINGTON

# 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:	Patrick CasaSanta		
Contact Phone:	765 - 775 - 6789	Mobile Phone:	765 - 775 - 6789
Title/Position:	Outreach & Alumni Relations Director		
Organization:	WIUX		
Address:	445 N Union ST C305		
City, State, Zip:	Bloomington, IN, 47406		
Contact E-Mail Address:	casasantab@gmail.com		
Organization E-Mail and URL:	pcasasanta@wiux.org		
Org Phone No:	812 - 855 - 7862	Fax No:	-

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

Organization Name:	Indiana University Media School		
Address:	601 E Kirkwood ave		
City, State, Zip:	Bloomington, IN 47405		
Contact E-Mail Address:	gclaudio2@indiana.edu - Galen Claudio - media school professor (wiux advisor)		
Phone Number:	812 - 855 - 3367	Mobile Phone:	305 - 972 - 0842
Organization Name:	<del>WMAA</del>		
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:	April 20, 2019	
Time of Event:	Date: 4/20/19 Start: 12 pm	Date: 4/20/19 End: 11 pm
Setup/Teardown time Needed	Date: 4/20/19 Start: 8 am	Date: 4/20/19 End: 11:30 pm
Calendar Day of Week:	Saturday	
Description of Event:	Free day long Music festival taking place in Dunn Meadow. open to public. we book artists from all over the country to play at the festival. Participants travel from across the country to attend. Various bloomington business participate. to sell their products at the event	
List of Street Closures (If applicable)	7 <sup>th</sup> street. from N Indiana Ave to N Park Ave.	
Expected Number of Participants:	5,500 people throughout the day	Expected # of vehicles (Use of Parking Spaces to close): Various local food trucks - goal of 6 food trucks, but we may have a couple more. (6-8) food trucks

**4. 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***

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> <li>The starting point shall be clearly marked</li> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" 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 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 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 checked="" type="checkbox"/> Not applicable <i>Permitted Through Contact with Dunn Meadow</i>
<input type="checkbox"/>	Noise Permit application <input checked="" type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**5. 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"> <li>The ending point shall be clearly marked</li> <li>The number of lanes to be restricted on each road shall be clearly marked</li> <li>Each intersection along the route shall be clearly identified</li> <li>A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input 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 checked="" type="checkbox"/> Not applicable <i>Permitted through contract with Dunn Meadow</i>
<input type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable

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

**6.  
CHECKLIST**

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <li><input type="checkbox"/> Detailed Map</li> <li><input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other)</li> <li><input type="checkbox"/> Maintenance of Traffic Plan</li> <li><input type="checkbox"/> Noise Permit Application (if applicable)</li> <li><input type="checkbox"/> Certificate of Liability Insurance</li> <li><input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)</li> <li><input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable)</li> <li><input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> </ul>
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <ul style="list-style-type: none"> <li><input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW)</li> <li><input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs</li> </ul>

**NOTE: The City of Bloomington reserves the right to cancel any event at any time should such event begin to threaten public safety or if an emergency necessitates cancellation.**

**Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.**

**For City Of Bloomington Use Only**

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

## Waste and Recycling Management Plan Template

Event name: WIUX Culture Shock  
 Number of expected attendees: 5 - 6,000 people  
 Number of food vendors: about 15-20  
 Number of other vendors: about 10-15

**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.



**EXAMPLE: NOTICE OF PUBLIC MEETING LETTER**

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for WIUX Radio station Culture Shock Music Festival

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

The proposal for WIUX will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) 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](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

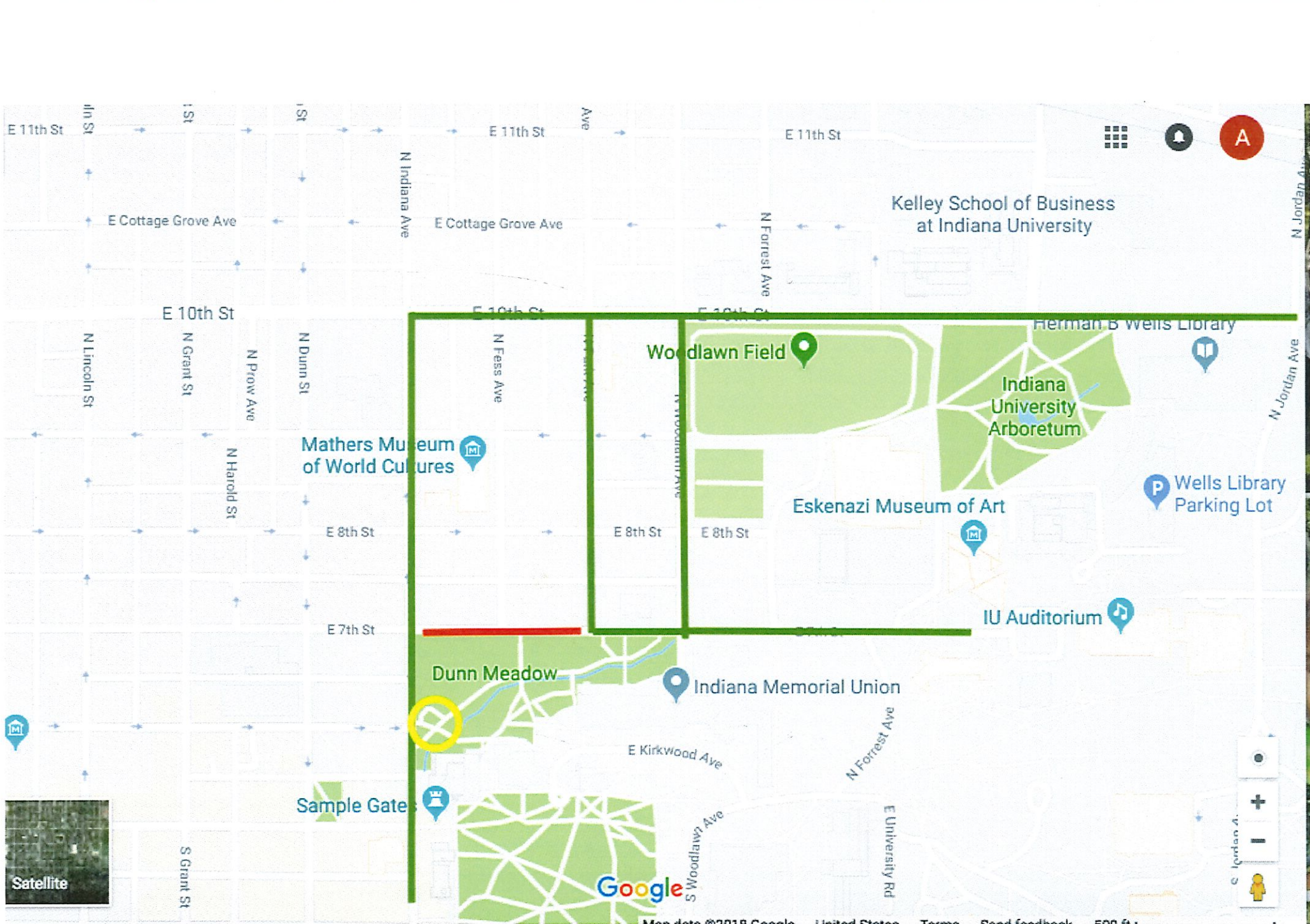
BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Patrick CasaSanta (WIUX Director)  
DATE: 2/15/19

**NOTICE OF STREET CLOSURE:**

To: Bloomington Businesses/Organizations  
From: WIUX Radio Station

The purpose of this letter is to notify Bloomington, IN businesses and organizations of the closure of 7th street on the campus of Indiana University for WIUX Radio Culture Shock Music Festival. The street closure for the festival will take place at Dunn Meadow between the hours of 1pm and 10pm on Saturday April 20, 2019. This event is the 33rd Annual Culture Shock Music Festival taking place at Dunn Meadow. The radio station flies in artists from across the country for the event. The closure of 7th street will allow for food trucks/carts to be parked on the street. This street closure will allow festival goers to safely have access to food vendors at the event. The closure will not inhibit anyone's ability to access the five IU student organizations located on 7th street between Indiana ave. and N. Park ave. If the street closure is approved, the public will still have access to the parking areas designated for all five of these student organizations.



Kelley School of Business  
at Indiana University

Woodlawn Field

Indiana  
University  
Arboretum

Mathers Museum  
of World Cultures

Eskenazi Museum of Art

Wells Library  
Parking Lot

IU Auditorium

Dunn Meadow

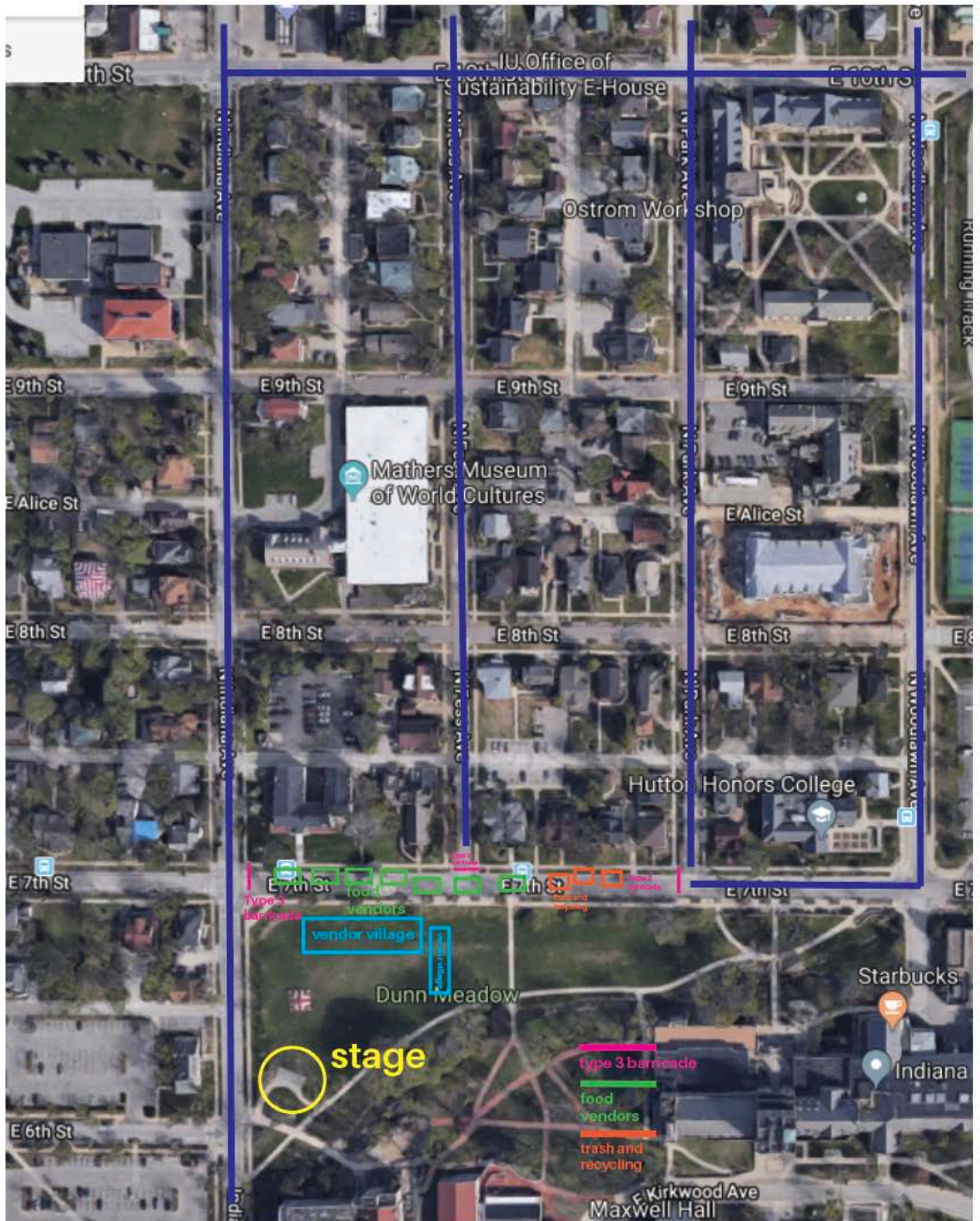
Indiana Memorial Union

Sample Gate

Google

Satellite

Map data ©2018 Google, United States, Terms, Send feedback, 500 ft



**WIUX Culture Shock MUTCD plan**  
**April 20, 2019**



## Board of Public Works Staff Report

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**Project/Event:** Approve Letter of Concurrence for No Adverse Impact for the SR 45/46 at Range Road Intersection Project

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

**Staff Representative:** Neil Kopper, Interim Transportation and Traffic Engineer

**Date:** 03/19/2019

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**Report:** The Indiana Department of Transportation's proposed SR 45/46 Bypass and Range Road intersection project will result in temporary closure of and adjustments to the existing multiuse paths adjacent to the roadway. These paths are within State right of way but are the City's maintenance responsibility. The project will result in a shift to the path along the east side of SR 45/46 Bypass by approximately 12 feet and the installation of a new driveway south of SR 45/46 Bypass and Range Road. Both sides of the trail will have crosswalks with signals at the Range Road intersection.

Due to these changes to this public facility and occupying the land during the project construction, the project is required to evaluate the impacts to the path and coordinate with the Official with Jurisdiction. INDOT's consultant has requested a letter from the City concerning this temporary occupancy to verify that there will be no adverse impacts.

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**Recommendation and Supporting Justification:** Staff recommends that the Board approve this letter regarding temporary occupancy of these paths.

**Recommend**  **Approval**  **Denial by** Neil Kopper

March 8, 2019

Sarah Everhart  
American Structurepoint, Inc.  
7260 Shadeland Station  
Indianapolis, Indiana 46256

Re: Section 4(f) Coordination  
Des. No. 1801525  
State Road (SR) 45/46 Bypass & Range Road Intersection Improvement  
Bloomington, Monroe County, Indiana

Dear Ms. Everhart,

We understand that the SR 45/46 Bypass & Range Road Intersection Improvement project will affect the multiuse paths that exist along the west and east side of SR 45/46 Bypass. The paths serve as resources to the general public. The paths are within state owned right-of-way and are maintained by the City of Bloomington. While construction is occurring during the intersection improvement project, the paths will be temporarily unavailable. As part of the intersection improvement project, the east side of the path is anticipated to be shifted east during the widening of SR 45/46 Bypass due to the addition of a turn lane. Additionally, the west side will be temporarily closed during the construction of a new driveway entrance at Range Road and the modification of the traffic signal.

As the Officials with Jurisdiction over the path for the City of Bloomington, we agree that this temporary occupancy constitutes a no use under Section 4(f), as described in the Federal Highway Administration's *Section 4(f) Policy Paper (dated July 20, 2012)*, for the following reasons.

- The length of closure of the aforementioned path will be temporary and will be less than the time anticipated for construction;
- ownership of the land where the path exists will be retained by the state;
- the scope of work will be minor;
- there are no anticipated permanent adverse physical impacts to the path; and
- the path will be fully restored to a condition at least as good as prior to the project.

Therefore, we agree the project will not adversely affect the recreational activities, features, and attributes that qualify the multiuse path for protection under Section 4(f) of the US Department of Transportation Act.

Sincerely,

---

Kyla Cox Deckard  
President  
Board of Public Works





## Board of Public Works Staff Report

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**Request:** W. 17<sup>th</sup> Street Reconstruction and Multiuse Path Project,  
Acquisition from Parcel Owned by Glick Arlington Park, LLC

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

**Staff Representative:** Matt Smethurst, Project Manager

**Date:** 3/19/19

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The parcel identified above is one of 19 parcels from which acquisition was needed for the Project. This is the only parcel that needs Board signatures. All other acquisition has been completed. The attorney representing Glick Arlington Park, LLC, required amendment to the acquisition documents to also contain BPW signatures. Generally conveyance documents only contain the grantor's signature. There is also a permanent sanitary sewer easement being acquired, and that easement will be presented for USB execution.

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



## LIMITED WARRANTY DEED

Project: West 17<sup>th</sup> Street  
Parcel: 3  
Page: 1 of 2

**THIS INDENTURE WITNESSETH**, That Glick Arlington Park, LLC, an Indiana limited liability company (“Grantor”), Bargains, Sells, and Conveys to the CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS (“Grantee”), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, that certain real estate situated in the County of Monroe, State of Indiana, and being more particularly described in the legal description attached hereto as Exhibit “A-1” and as depicted upon the Right of Way Parcel Plat attached hereto as Exhibit “B-1” (“Real Estate”), both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor and all successors and assigns. The Grantor shall warrant and forever defend the right and title to the Real Estate unto Grantee against the claims of all persons owning, holding, or claiming by, through, or under Grantor, which claims are based upon matters occurring subsequent to Grantor’s acquisition of this Real Estate.

As an inducement for the City of Bloomington Department of Public Works to close this real estate transaction, the Grantor assumes and agrees to pay the 2017 payable 2018 real estate taxes and assessments on the Real Estate and for all tax liabilities which accrue prior to transfer of title to Grantee. This obligation to pay shall survive the said closing and shall be enforceable by the City in the event of any non-payment.

The undersigned represents and warrants that he is the President of the Gene B. Glick Family Housing Foundation, Inc., the sole member of the Grantor; that the Grantor is a limited liability company validly existing in the State of Indiana; that the Grantor has full capacity to convey the Real Estate described herein; that pursuant to a resolution of the Members of the Grantor or the Operating Agreement of the Grantor he has full authority to execute and deliver this instrument on behalf of the Grantor and that said authority has not been revoked; that he is therefore, fully authorized and empowered to convey to the City of Bloomington Department of Public Works the Real Estate, and that on the date of execution of this conveyance instrument he had full authority to so act; and that all necessary limited liability company action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 5 day of March, 2019.

**GRANTOR: Glick Arlington Park, LLC, an Indiana limited liability company**

By: Gene B. Glick Family Housing Foundation, Inc., its sole member

By: [Signature]  
David O. Barrett, President

STATE OF Indiana :  
COUNTY OF Marion : SS:

Before me, a Notary Public in and for said State and County, personally appeared David O. Barrett, the President of the Gene B. Glick Family Housing Foundation, Inc., the sole member of Glick Arlington Park, LLC, an Indiana limited liability company, the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

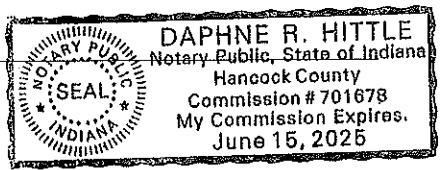
Witness my hand and Notarial Seal this 5<sup>th</sup> day of March, 2019.

My Commission expires 6/15/2025.

[Signature]  
Signature

I am a resident of Hancock County.

Daphne R. Hittle  
Printed Name



This Instrument Prepared By Jacquelyn F. Moore, Attorney at Law, City of Bloomington, P.O. Box 100, Bloomington, IN 47402.

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, Attorney at Law

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404.

**EXHIBIT "A-1"**

**Project:** 17<sup>th</sup> Street Reconstruction

Sheet 1 of 1

**Parcel:** 3 Fee Simple (Permanent Right of Way)

**Tax ID:** 53-05-29-305-002.000-005

A part of the West half of the Southwest quarter of Section 29, Township 9 North, Range 1 West, Monroe County, Indiana, being a part of Lot 2, Arlington Park, Phase 1, a subdivision recorded in Cabinet C, Envelope 196, Monroe County Records, described as follows:

COMMENCING at the Southeast corner of the Southwest quarter of the Southwest quarter of said Section 29;

THENCE along the South line of said Section 29 North  $89^{\circ}28'28''$  West, a distance of 299.99 feet;

THENCE North  $00^{\circ}19'51''$  West, a distance of 23.27 feet to the existing North right of way line of 17<sup>th</sup> Street and the POINT OF BEGINNING;

THENCE along said existing right of way line North  $89^{\circ}19'04''$  West, a distance of 218.92 feet;

THENCE North  $00^{\circ}32'50''$  East, a distance of 4.48 feet;

THENCE South  $89^{\circ}27'10''$  East, a distance of 170.00 feet;

THENCE North  $00^{\circ}32'50''$  East, a distance of 15.10 feet;

THENCE South  $89^{\circ}25'46''$  East, a distance of 48.61 feet to the East line of said Lot 2;

THENCE along said East line South  $00^{\circ}19'51''$  East, a distance of 20.08 feet to the POINT OF BEGINNING.

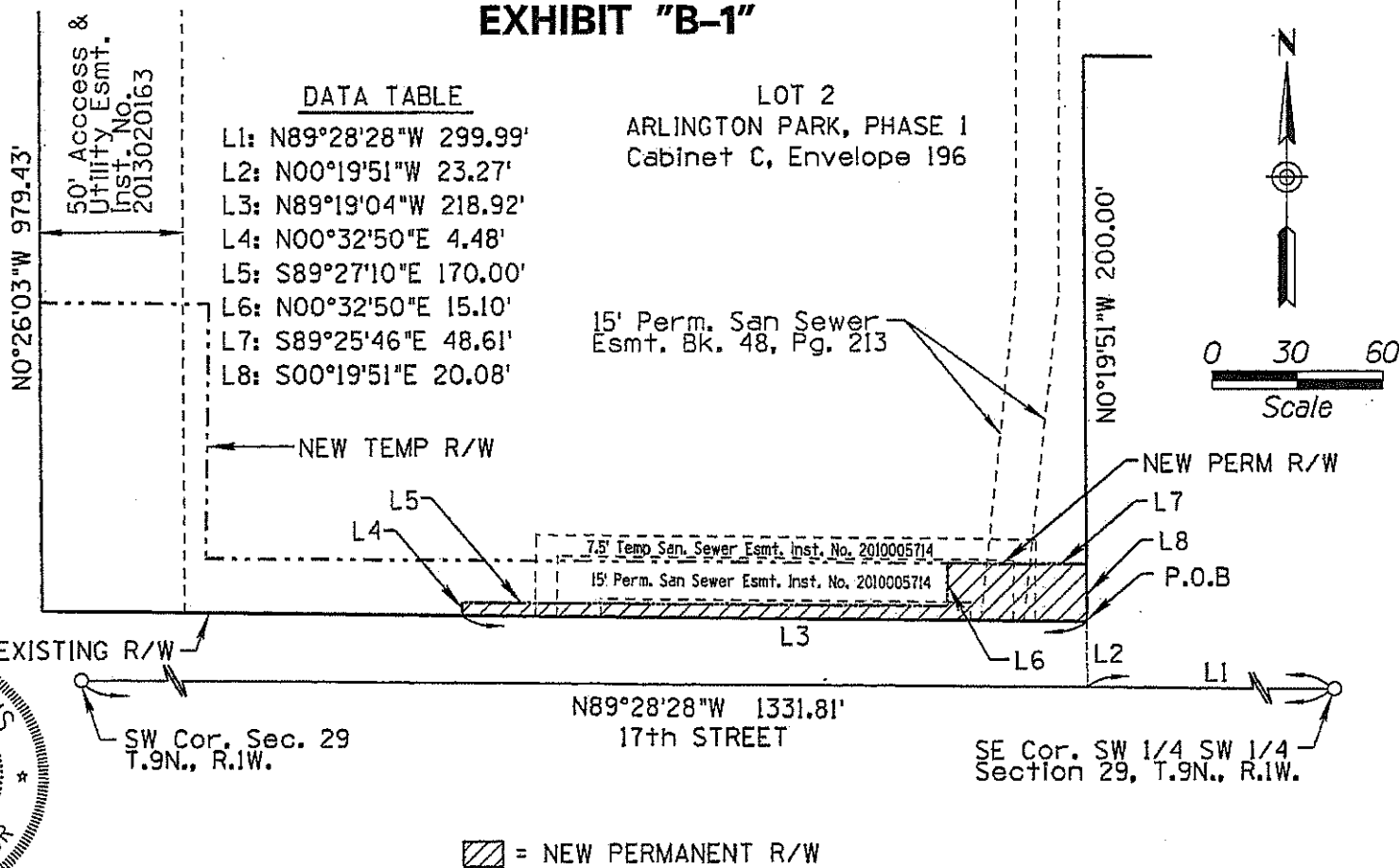
Containing 1772 Sq. Ft. (0.04 acres)  $\pm$ .

This description was prepared for the City of Bloomington, Indiana under the supervision of Brad S. Faris, Indiana Registered Land Surveyor, License Number LS 910009, on the 5<sup>th</sup> day of February, 2018.

*Brad S Faris*



# EXHIBIT "B-1"



**SURVEYOR'S STATEMENT**

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded as Inst. No. 2018008162 in the Office of the Recorder of Monroe County, Indiana, incorporated and made a part hereof by reference, comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12").

*Brad S Faris* 6/21/18  
 Brad S. Faris Date  
 Reg. Land Surveyor No. 910009  
 State of Indiana

320 W. 8th Street, Suite 100 Bloomington, IN 47404 Tel (812) 717-2555 Fax (812) 333-3341 www.aztec.us	PARCEL: Parcel 3
	OWNER: Glick Arlington Park LLC
17th Street Reconstruction and Multiuse Path	APN: 53-05-29-305-002.000-005
	SHEET NO. 1 OF 1

## TEMPORARY HIGHWAY EASEMENT GRANT

Project: West 17<sup>th</sup> Street

Parcel: 3

Page: 1 of 3

**THIS INDENTURE WITNESSETH**, That Glick Arlington Park, LLC, an Indiana limited liability company ("Grantor"), Grants to the CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS ("Grantee"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, a temporary non-exclusive easement to enter upon and have possession of that certain real estate of Grantor which is situated in the County of Monroe, State of Indiana, and which is more particularly described in the legal description(s) attached hereto as Exhibit "A-2" and as depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B-2" ("Temporary Easement Area"), both of which exhibits are incorporated herein by reference, for the purpose of performing: curb removal and replacement; approach reconstruction and final grading; and sidewalk and tree removal within the Temporary Easement Area and/or other temporary project related improvements (collectively, "Project") servicing to the Temporary Easement Area and the adjoining lands of Grantor to and from that highway facility known as West 17<sup>th</sup> Street, which said temporary easement shall be extinguished and revert to Grantor and/or Grantor's successor(s) in title upon completion of the said Project. Said extinguishment shall be evidenced by a release document, which shall be executed and recorded by the Grantee, at no cost to the Grantor.

The undersigned signatory of Grantor represents and warrants that he is the President of the Gene B. Glick Family Housing Foundation, Inc., the sole member of Grantor; that the Grantor is a limited liability company validly existing in the State of Indiana; that the Grantor has full company capacity to convey the real estate interest described herein; that pursuant to a resolution of the Members of the Grantor or the Operating Agreement of the Grantor he has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that he is therefore, fully authorized and empowered to convey to the City of Bloomington Department of Public Works the real estate interest described herein, and that on the date of execution of this conveyance instrument he had full authority to so act; and that all necessary limited liability company action for the making of this conveyance has been duly taken.

Grantee shall not remove or disturb the following trees within the Temporary Easement Area: 12" Deciduous tree, 17+80.04, 118.00 feet left; 6" Deciduous tree, 17+80.49, 79.72 feet left; 6" Deciduous tree, 19+43.53, 45.86 feet left; and 12" Deciduous tree, 19+83.09, 46.34 feet left (all designations from 17<sup>th</sup> Street Reconstruction plans and from control line "PR-B").

Grantee agrees and acknowledges that Grantor shall have ingress and egress access to its real estate within the limits of the Project during construction. Grantee agrees to repair and restore, or cause to be repaired and restored, any and all damage caused to Grantor's real and personal property during the Project or as a result of the work performed, to as good a condition as it was prior to the execution of this Temporary Highway Easement Grant.

To the extent permitted by Indiana law, Grantee and its successors and assigns shall indemnify and hold harmless (a) Grantor and its successors and assigns, (b) the Gene B. Glick Family Housing Foundation, Inc., and its successors and assigns, and (c) the Gene B. Glick Company, Inc. and its successors and assigns, from and against all claims, damages, causes of action, losses, liabilities, demands, suits, judgments, fines, penalties, costs and expenses, including, without limitation, attorney's fees, and for all losses to property or injuries to or death of persons arising out of or resulting from the negligent act or omission or willful misconduct of the Grantee, its successors and assigns, and its employees and/or contractors in performing the Project, using the rights granted herein, and/or using the Temporary Easement Area.

Project: West 17<sup>th</sup> Street


The said Grantor and Grantee acknowledge that all provisions of this grant of temporary easement are as stated and set forth herein and that no verbal agreements or promises exist with respect thereto.

This temporary conveyance is subject to any and all easements, conditions and restrictions of record. However, Grantor, for the purpose of inducing the City of Bloomington Department of Public Works to accept this grant and to pay the hereinbefore referenced consideration, represents that Grantor, Glick Arlington Park, LLC, an Indiana limited liability company, is the owner in fee simple of the Temporary Easement Area and that there exist no encumbrances, conditions, restrictions, leases, liens (except current real estate taxes and assessments) of any kind or character which would be inconsistent with the temporary rights granted herein.

**IN WITNESS WHEREOF**, the said Grantor and Grantee have executed this instrument on the dates provided below.

**GRANTOR: Glick Arlington Park, LLC, an Indiana limited liability company**

By: Gene B. Glick Family Housing Foundation, Inc., its sole member

By:   
\_\_\_\_\_  
David O. Barrett, President

**GRANTEE: City of Bloomington Board of Public Works**

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

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

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

Project: West 17<sup>th</sup> Street  
Parcel: 3  
Page: 3 of 3

GRANTOR: Indiana )  
STATE OF \_\_\_\_\_ )  
COUNTY OF Marion ) SS:

Before me, a Notary Public in and for said State and County, personally appeared David O. Barrett, the President of the Gene B. Glick Family Housing Foundation, Inc., the sole member of Glick Arlington Park, LLC, an Indiana limited liability company, the Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

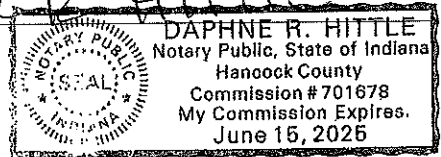
Witness my hand and Notarial Seal this 5<sup>th</sup> day of March, 2019.

My Commission expires 6/15/2025.

Daphne R. Hittle  
Signature

I am a resident of Hancock County.

Daphne R. Hittle  
Printed Name



GRANTEE:  
STATE OF INDIANA )  
COUNTY OF MONROE ) SS:

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, officers of the City of Bloomington Board of Public Works, the Grantee in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be their voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Signature

I am a resident of \_\_\_\_\_ County.

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

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is Glick Arlington Park, LLC, 8801 River Crossing Boulevard, Suite 200, Indianapolis, Indiana 46240.

This Instrument Prepared By Jacquelyn F. Moore, Attorney at Law, City of Bloomington, P. O. Box 100, Bloomington, IN 47402

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, Attorney at Law

**EXHIBIT "A-2"**

**Project:** 17<sup>th</sup> Street Reconstruction

Sheet 1 of 1

**Parcel:** 3 Temporary Right of Way

**Tax ID:** 53-05-29-305-002.000-005

A part of the West half of the Southwest quarter of Section 29, Township 9 North, Range 1 West, Monroe County, Indiana, being a part of Lot 2, Arlington Park, Phase 1, a subdivision recorded in Cabinet C, Envelope 196, Monroe County Records, described as follows:

COMMENCING at the Southeast corner of the Southwest quarter of the Southwest quarter of said Section 29;

THENCE along the South line of said Section 29 North 89°28'28" West, a distance of 299.99 feet;

THENCE North 00°19'51" West, a distance of 23.27 feet to the existing North right of way line of 17<sup>th</sup> Street;

THENCE along said existing right of way line North 89°19'04" West, a distance of 218.92 feet to the POINT OF BEGINNING;

THENCE continuing along said existing right of way line North 89°19'04" West, a distance of 147.24 feet to the Southwest corner of said Lot 2;

THENCE along the West line of said Lot 2 North 00°26'03" West, a distance of 109.15 feet;

THENCE leaving said West line South 89°27'10" East, a distance of 59.11 feet;

THENCE South 00°32'40" West, a distance of 90.00 feet;

THENCE South 89°28'31" East, a distance of 260.00 feet;

THENCE South 00°32'50" West, a distance of 15.10 feet;

THENCE North 89°27'10" West, a distance of 170.00 feet;

THENCE South 00°32'50" West, a distance of 4.48 feet to the POINT OF BEGINNING.

Containing 10,661 Sq. Ft. (0.24 acres) ±.

This description was prepared for the City of Bloomington, Indiana under the supervision of Brad S. Faris, Indiana Registered Land Surveyor, License Number LS 910009, on the 5<sup>th</sup> day of February, 2017.

*Brad S Faris*





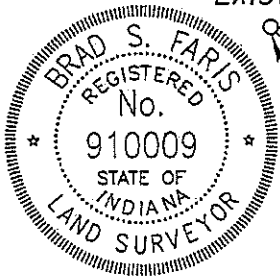
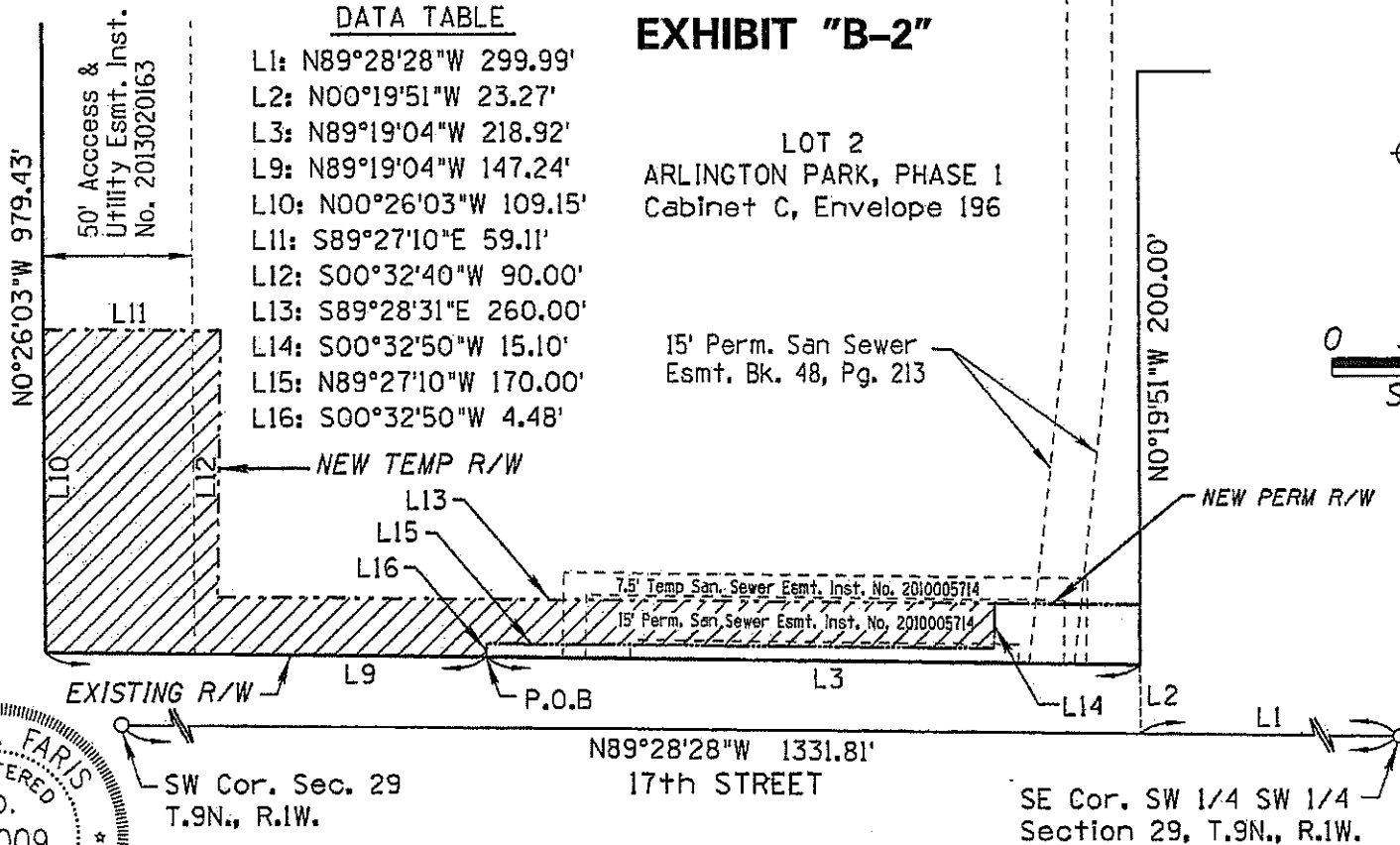
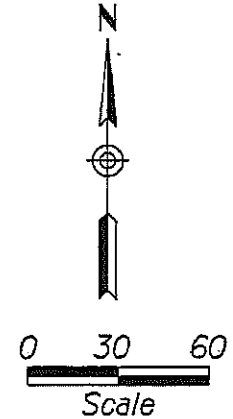
# EXHIBIT "B-2"

## DATA TABLE

- L1: N89°28'28"W 299.99'
- L2: N00°19'51"W 23.27'
- L3: N89°19'04"W 218.92'
- L9: N89°19'04"W 147.24'
- L10: N00°26'03"W 109.15'
- L11: S89°27'10"E 59.11'
- L12: S00°32'40"W 90.00'
- L13: S89°28'31"E 260.00'
- L14: S00°32'50"W 15.10'
- L15: N89°27'10"W 170.00'
- L16: S00°32'50"W 4.48'

LOT 2  
ARLINGTON PARK, PHASE 1  
Cabinet C, Envelope 196

15' Perm. San Sewer  
Esmt. Bk. 48, Pg. 213



= NEW TEMPORARY R/W

### SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded as Inst. No. 2018008162 in the Office of the Recorder of Monroe County, Indiana, Incorporated and made a part hereof by reference, comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12").

*Brad S Faris*

6/21/18

Brad S. Faris  
Reg. Land Surveyor No. 910009  
State of Indiana

Date

**AZTEC**  320 W. 8th Street, Suite 100  
Bloomington, IN 47404  
Tel (812) 717-2555  
Fax (812) 333-3941  
www.aztec.us

17th Street Reconstruction and Multiuse Path

PARCEL: Parcel 3	
OWNER: Glick Arlington Park LLC	
APN: 53-05-29-305-002.000-005	SHEET NO. 1 OF 1

**PERMANENT ACCESS AND UTILITY EASEMENT**

**THIS INDENTURE WITNESSETH**, that Glick Arlington Park, LLC, an Indiana limited liability company, hereinafter called GRANTOR, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS, hereinafter called GRANTEE, a perpetual non-exclusive easement and right-of-way across and beneath that portion (and only that portion) of the real estate located in Monroe County, Indiana, described in a deed recorded at Instrument Number 2013020163 in the Office of the Recorder of Monroe County, Indiana ("Parent Parcel"), which is more particularly described in the legal description attached hereto and made a part hereof as Exhibit "A-4," and which is depicted in the depiction attached hereto and made a part hereof as Exhibit "B-4" ("Easement Area"). GRANTOR intends the easement and right-of-way granted herein to run with the land.

This Easement shall constitute a right-of-way and is granted for the purpose of permitting the GRANTEE, its employees, agents, assigns and independent contractors the right to enter upon the Easement Area for the purposes of the construction, reconstruction, maintenance, operation and repair thereupon of a roadway facility and appurtenances thereto, which said appurtenances may include, but are not limited to, ditches and drainage facilities, slopes, culverts, sidewalks, utilities and like features necessary for said roadway facility.

It is further understood and agreed that as an additional consideration for the granting of this Easement, GRANTEE hereby promises and agrees that after such construction, installation, maintenance, repair, or replacement of roadway facility and appurtenances thereto, GRANTEE shall repair or cause to be repaired any and all damage done to the Easement Area and the Parent Parcel (and any personal property thereon) and agrees to place such land in as good a condition as the same was immediately prior to the execution of this Easement and prior to such construction, installation, maintenance, repair or replacement. Other conditions of the Easement are:

1. The GRANTOR shall be permitted to use the surface of the land within the Easement for landscaping.
2. The GRANTOR shall have ingress and egress access to the Parent Parcel during any construction, installation, maintenance, repair or replacement.
3. To the extent permitted by Indiana law, GRANTEE and its successors and assigns shall indemnify and hold harmless (a) GRANTOR and its successors and assigns, (b) the Gene B. Glick Family Housing Foundation, Inc., and its successors and assigns, and (c) the Gene B. Glick Company, Inc., and its successors and assigns, from and against all claims, damages, causes of action, losses, liabilities, demands, suits, judgments, fines, penalties, costs and expenses, including, without limitation, attorney's fees, and for all losses to property or injuries to or death of persons arising out of or resulting from the negligent act or omission or willful misconduct of the GRANTEE, its successors and assigns, and its employees and/or contractors in performing any construction, installation, maintenance, repair or replacement work, using the rights granted herein, and/or using the Easement Area.
4. This Easement is subject to any and all easements, conditions and restrictions of record.

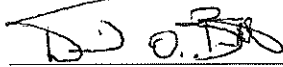
The GRANTOR states that it is the sole owner of the Easement Area.

**IN WITNESS WHEREOF**, the GRANTOR and GRANTEE have hereunto set their hand and seal this 5<sup>th</sup> day of March, 2019.

**GRANTOR: Glick Arlington Park, LLC, an Indiana limited liability company**

By: Gene B. Glick Family Housing Foundation, Inc., its sole member

By:



David O. Barrett, President



**EXHIBIT "A-4"**

**Project:** 17<sup>th</sup> Street Reconstruction

Sheet 1 of 1

**Parcel:** 3 Permanent Access and Utility Easement

**Tax ID:** 53-05-29-305-002.000-005

A part of the West half of the Southwest quarter of Section 29, Township 9 North, Range 1 West, Monroe County, Indiana, being a part of Lot 2, Arlington Park, Phase 1, a subdivision recorded in Cabinet C, Envelope 196, Monroe County Records, described as follows:

COMMENCING at the Southeast corner of the Southwest quarter of the Southwest quarter of said Section 29;

THENCE along the South line of said Section 29 North 89°28'28" West, a distance of 299.99 feet;

THENCE North 00°19'51" West, a distance of 23.27 feet to the existing North right of way line of 17<sup>th</sup> Street;

THENCE along said existing right of way line North 89°19'04" West, a distance of 312.65 feet to the POINT OF BEGINNING;

THENCE continuing along said existing right of way line North 89°19'04" West, a distance of 53.51 feet to the southwest corner of said Lot 2, Arlington Park, Phase 1;

THENCE along the west line North 00°26'03" West, a distance of 109.15 feet;

THENCE leaving the west line of said Lot 2 South 89°27'10" East, a distance of 53.51 feet;

THENCE South 00°26'03" East, a distance of 109.27 feet to the POINT OF BEGINNING.

Containing 5,842 Sq. Ft. (0.13 acres) ±.

This description was prepared for the City of Bloomington, Indiana under the supervision of Brad S. Faris, Indiana Registered Land Surveyor, License Number LS 910009, on the 11<sup>th</sup> day of January, 2019.

*Brad S Faris*



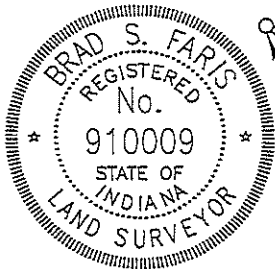
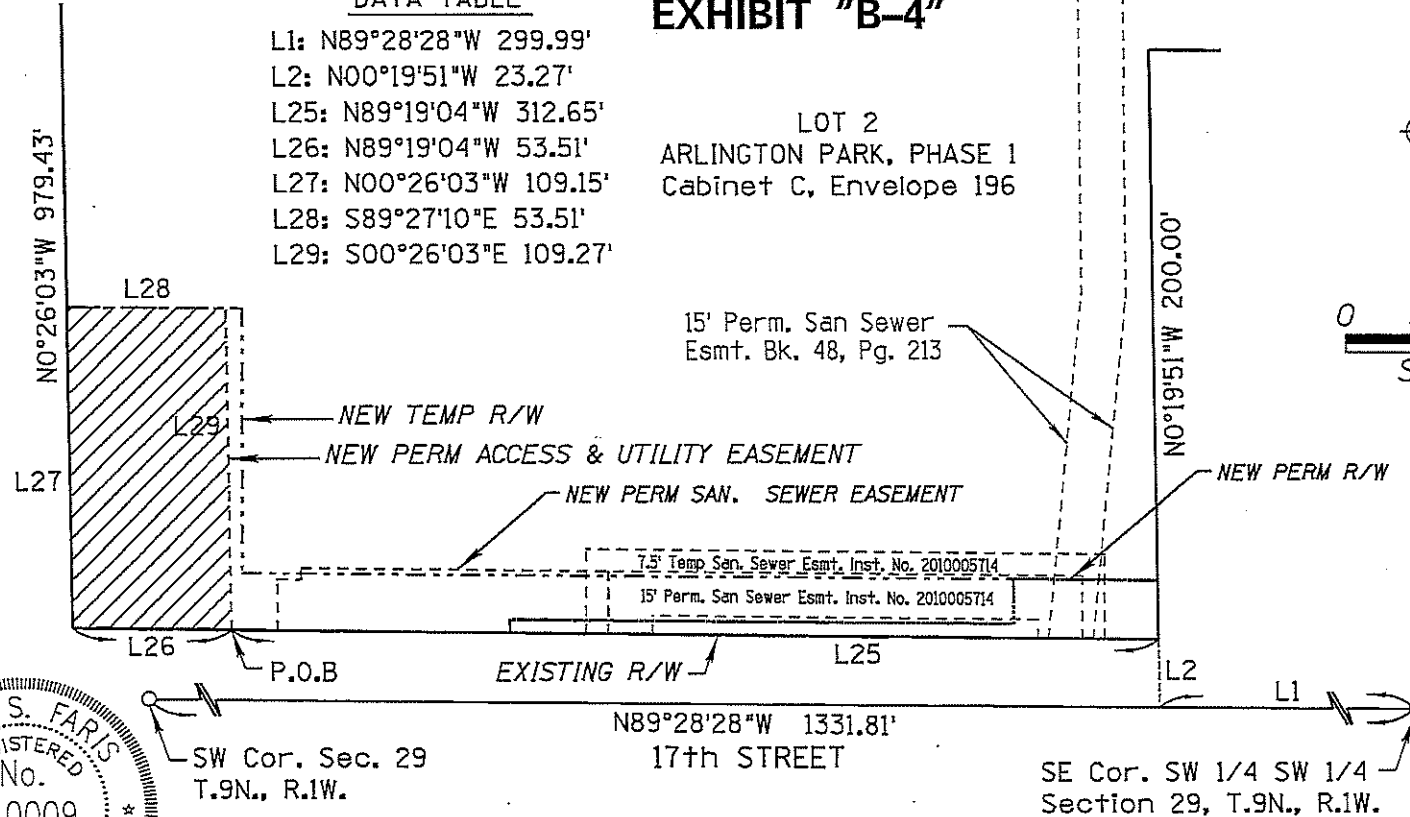
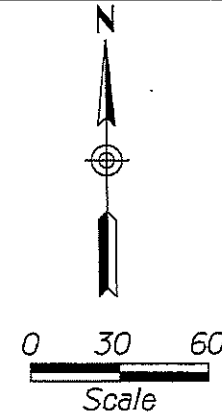
**DATA TABLE**

- L1: N89°28'28"W 299.99'
- L2: N00°19'51"W 23.27'
- L25: N89°19'04"W 312.65'
- L26: N89°19'04"W 53.51'
- L27: N00°26'03"W 109.15'
- L28: S89°27'10"E 53.51'
- L29: S00°26'03"E 109.27'

**EXHIBIT "B-4"**

LOT 2  
ARLINGTON PARK, PHASE 1  
Cabinet C, Envelope 196

15' Perm. San Sewer  
Esmt. Bk. 48, Pg. 213



= NEW PERMANENT SANITARY SEWER EASEMENT

**SURVEYOR'S STATEMENT**

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded as Inst. No. 2018008162 in the Office of the Recorder of Monroe County, Indiana, Incorporated and made a part hereof by reference, comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12 ("Rule 12").

Brad S. Faris  
Reg. Land Surveyor No. 910009  
State of Indiana

Date 1/11/19

<p>320 W. 8th Street, Suite 100 Bloomington, IN 47404 Tel (812) 717-2555 Fax (812) 333-3541 www.aztec.us</p>	PARCEL: Parcel 3	SHEET NO. 1 OF 1
	OWNER: Glick Arlington Park LLC	
17th Street Reconstruction and Multiuse Path		TAX ID: 53-05-29-305-002.000-005



## Board of Public Works Staff Report

**Project/Event:** Service Contract with Air-Master Heating and Air Conditioning for HVAC Repair and Maintenance

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

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

**Meeting Date:** March 19, 2019

This contract is for HVAC repairs and maintenance at City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Air-Master Heating and Air Conditioning not to exceed \$15,000.00.

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  
AIR-MASTER HEATING AND AIR CONDITIONING**

This Agreement, entered into on this 19<sup>th</sup> day of March, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Air-Master Heating and Air Conditioning (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and preventative maintenance services on HVAC systems and equipment at all facilities maintained by the Department. These services will be performed at City facilities (“Services”) for a set price of Eighty-Five Dollars (\$85.00) per hour per person. 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 Tuesday, December 31<sup>st</sup>, 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, Operations and Facilities Director, Public Works Department. 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 Fifteen Thousand Dollars (\$15,000.00). 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 Public Works, 401 N. Morton, 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 according to the following schedule:

Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. 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 Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

**Contractor:** Air-Master Heating and Air Conditioning, 2310 Industrial Dr., Bedford, IN 47421.

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**

**Air-Master Heating and Air Conditioning**

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

\_\_\_\_\_  
Brandi Speer, Operations Manager

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

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



**EXHIBIT B**

STATE OF INDIANA )  
 ) 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.

**Air-Master Heating and Air Conditioning**

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

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

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_



## Board of Public Works Staff Report

**Project/Event:** Service Contract with Economy Termite & Pest Control, Inc.  
for Pest Control Services

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

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

**Meeting Date:** March 19, 2019

This contract is for pest control services at City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Economy Termite & Pest Control, Inc., not to exceed \$9,500.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff". The signature is written in a cursive, slightly stylized font.

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
ECONOMY TERMITE AND PEST CONTROL, INC.**

This Agreement, entered into on this 19<sup>th</sup> day of March, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Economy Termite and Pest Control, Inc. (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and maintenance services of the following types: Treatments for current pest infestations and preventative treatments to prevent pest infestations, removal of pests from facilities, inspections of facilities. These services will be performed at City facilities (“Services”) for a set price of One Hundred Dollars (\$100.00) per hour, at any time or any day, including holidays. 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 Tuesday, December 31<sup>st</sup>, 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, Operations and Facilities Director, Public Works Department. 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 Nine Thousand Five Hundred Dollars (\$9,500.00). 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 Public Works, 401 N. Morton, 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 according to the following schedule:

Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. 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 Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

**Contractor:** Economy Termite & Pest Control, Inc., 2625 W. Bolin Ln., Bloomington Indiana 47403. 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**

**Economy Termite & Pest Control, Inc.**

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

\_\_\_\_\_  
Mike Sterrett, Owner

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

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



**EXHIBIT B**

STATE OF INDIANA )  
 ) 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.

**Economy Termite & Pest Control, Inc.**

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

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

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_

# REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/15/2019	Payroll				419,629.24
					<u>419,629.24</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 \$ 419,629.24

Dated this 19th day of March year of 2019.

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

\_\_\_\_\_  
Beth H. Holligsworth, 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:** Service Contract with Spartan Mechanical, LLC for HVAC Repair and Maintenance Services

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

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

**Meeting Date:** March 19, 2019

This contract is for repair and maintenance of HVAC systems at City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Spartan Mechanical, LLC not to exceed \$10,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff". The signature is written in a cursive, flowing style.

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
SPARTAN MECHANICAL, LLC**

This Agreement, entered into on this 19<sup>th</sup> day of March, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Spartan Mechanical, LLC, (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and preventative maintenance services on HVAC systems and equipment at all facilities maintained by the Department. These services will be performed at City facilities (“Services”) for a set price of Ninety Dollars (\$90.00) per hour, per person during the hours of Monday-Friday 7:00 am – 4:00 pm. Any work performed Monday-Friday 4:00 pm to 7:00 am, and on Saturdays, will have a set price of One Hundred Thirty-Five Dollars (\$135.00) per hour, per person. Any work performed on Sundays, or on a recognized holiday, will be performed at the rate of One Hundred Eighty Dollars (\$180.00) per hour, per person. 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 Tuesday, December 31<sup>st</sup>, 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, Operations and Facilities Director, Public Works Department. 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 Ten Thousand Dollars (\$10,000.00). 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 Public Works, 401 N. Morton, 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 according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

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

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**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 Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

**Contractor:** Spartan Mechanical, LLC., P.O. Box 27, Avoca, Indiana 47420-0027.

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**

**Spartan Mechanical, LLC**

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

\_\_\_\_\_  
Jason Wampler, Owner/President

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

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



**EXHIBIT B**

STATE OF INDIANA )  
 ) 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.

**Spartan Mechanical, LLC**

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

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

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_



# Board of Public Works Staff Report

**Project/Event:** Lucity Asset Management Software System Contract for the Fleet Division

**Petitioner/Representative:** Public Works Department

**Staff Representative:** Jason Speer, Fleet Manager

**Meeting Date:** March 19, 2019

The Public Works Department currently utilizes the Lucity asset management software system to track and analyze a wide range of municipal street infrastructure and facility maintenance assets. This software system also allows for maintaining continuous updates to a number of street and facility data sets through work order fulfillments once either maintenance projects or repair tasks are completed.

The Fleet Division has also identified a need to acquire a modernized asset management software system. The size, composition and complexity of the City's vehicle and equipment fleet is changing to meet the growing demands of providing 21<sup>st</sup> Century municipal services. This has resulted in the Fleet Division requiring a more comprehensive inventory and parts management tracking system, a strong work order functionality, the ability to schedule staffing resources via a calendar program and more robust reporting and analysis options. The Lucity asset management software system can provide all of these features.

The scope of work for this proposal includes additional software licenses for the mechanics; an on-site review of Fleet processes; transferring existing data from the RTA software and exporting it into the Lucity system; integration with the Fuelmaster system; creating work order functionality, dashboard features and customized reports; and staff training sessions.

Acquiring the Lucity asset management system would provide all of these benefits to the Fleet Division, as well as other several other key advantages, such as:

- The current RTA software that is utilized by the Fleet Division is a legacy system that has had no recent major performance upgrades. Data in the system is often not precise, there is no scheduling or calendar functionality for assigning work to mechanics, and extra costs are incurred for staff to run additional analysis reports that are not included in the original software package.
- The Lucity asset management software is already being successfully utilized by both the Street and Facilities Maintenance Divisions. Achieving compatibility with these other divisions will allow for easier cross referencing of data, create standardized inventory formats, allow opportunities to maximize staff training opportunities, and offer less of a learning curve for internal systems support.
- The Lucity asset management software program provides over 100 existing report functions and 150 work order formats that staff can utilize. Additionally, this contract will also create customized report features for tracking fuel usage (via linking with the Fuelmaster program that is used) and developing the annual Vehicle Points Analysis. The latter report is currently done by staff manually entering data and takes months to complete.

**Quoted Price: \$54,260.00**

Staff recommends awarding the contract to Lucity, who is a reputable and competent consultant, for the asset management system web upgrade in the amount of \$54,260.00. This project will be funded by the Fleet Division.

---

**Recommend**             **Approval**     **Denial**            **by: Jason Speer**

---

Board of Public Works Staff Report

# SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

## ARTICLES OF AGREEMENT

This Agreement between 'CITY OF BLOOMINGTON', as "CLIENT", and LUCITY, INC., as "CONTRACTOR".

WITNESSETH:

Whereas, the CONTRACTOR (a Kansas Corporation with offices located at 10561 Barkley, Suite 100, Overland Park, KS 66212) owns certain software programs that are licensed under individual program titles which are known collectively as "*Lucity™ Software*"; and

Whereas, the CLIENT (located at **800 E Miller Drive, Bloomington, IN 47401**) would like to use, and the CONTRACTOR would like to grant the CLIENT the right to use, those software programs accessing databases residing at the CLIENT's site, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain; and

Whereas, the CLIENT is authorized and empowered to contract with the CONTRACTOR to provide professional services as hereinafter described; and

Whereas, the CONTRACTOR is registered in accordance with the laws of the State of Kansas, and is qualified to provide the professional services desired by the CLIENT; now, therefore,

IT IS AGREED THAT:

### SECTION I – SOFTWARE LICENSE

The CONTRACTOR agrees to furnish various *Lucity* software programs, and grant the CLIENT a license to use these programs, in consideration of the mutual covenants and obligations expressed in the *Lucity™ Software License Agreement* attached as Exhibit "A". These programs shall consist of the items listed in the Schedule of Software attached as Exhibit "B".

### SECTION II – SCOPE OF SERVICES

The basic Scope of Services for the supply, implementation, support and maintenance of an **ASSET AND WORK MANAGEMENT SYSTEM**, herein referred to as "PROJECT", is as follows:

1. The CONTRACTOR agrees to furnish and perform various professional services related to on-going software technical support and maintenance items outlined in the Software Support and Maintenance Provisions attached as Exhibit "C".
2. The CONTRACTOR agrees to furnish and perform various professional services related to the items outlined the Schedule of Services attached as Exhibit "D".

Any items beyond the basic Scope of Services shall be considered as Additional Services. If authorized in writing by CLIENT, CONTRACTOR shall furnish, or obtain from others, services resulting from significant changes in the basic Scope of Services.

## **SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT**

The cost to perform Additional Services shall be based on the rates outlined in the Schedule of Costs and Payments attached as Exhibit "E".

### **SECTION III – RESPONSIBILITIES OF THE CLIENT**

The CLIENT shall provide information and assistance as follows:

1. Assist CONTRACTOR by placing at their disposal all available information pertinent to the PROJECT including data, standards, specifications, processes, workflows, and reports relative to the CONTRACTOR'S services.
2. Give prompt written notice to CONTRACTOR whenever CLIENT observes or otherwise becomes aware of any development that affects the Scope or timing of CONTRACTOR'S Services.
3. Bear all costs incident to compliance with the requirements of this Section III.

### **SECTION IV – SCHEDULE OF SERVICES**

It is anticipated that the PROJECT as described in Section II will be completed and submitted to the CLIENT in accordance with the estimated schedule for major work items as shown on Exhibit "D".

The work items described shall be carried out as expeditiously as possible. The CONTRACTOR shall not be liable to the CLIENT, if delayed in, or prevented from performing the work as specified herein through any cause beyond the control of the CONTRACTOR, and not caused by his own fault or negligence including acts of nature or the public enemy, inclement weather conditions, acts, regulations, or decisions of the Government or regulatory authorities after the effective date of this Agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

### **SECTION V – FEES AND PAYMENTS**

The CLIENT shall compensate the CONTRACTOR for the Scope of Services as described in Section II of this Agreement an amount not exceeding the total cost as shown on Exhibit "E". The maximum compensation shall not be exceeded without further authorization of Additional Services.

Labor costs, costs associated with subcontract work, bonding costs, and direct expenses such as shipping, printing, telephone and commercial computer software are included in the maximum compensation.

Payment to the CONTRACTOR shall be made in accordance with the estimated schedule of billings for work items as shown on Exhibit "E". Invoices shall be due and payable to the CONTRACTOR within forty-five (45) days of each billing.

## **SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT**

Once this Agreement expires, or final payment has been requested and made, the CONTRACTOR shall have no more than forty-five (45) days to present or file claims against the CLIENT concerning this Agreement. After that period, the CLIENT shall consider the CONTRACTOR to have waived any right to claims against the CLIENT concerning this Agreement.

The Fees and Payment provisions for the PROJECT, applicable to the *Lucity* software program licenses, provided in this Section V supersede the License Fee payment provisions provided in Section 6(a) of Exhibit "A".

### **SECTION VI – OTHER GOVERNMENT/PUBLICLY FUNDED AGENCIES**

If mutually agreeable to all parties, the issuance of any resulting contract/purchase order referencing these specifications and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

### **SECTION VII – TERMINATION**

- A. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- B. In the event of termination by the CLIENT, the CONTRACTOR shall be paid for all services rendered up to and including the date of termination.
- C. In the event that the CLIENT, for any reason, decides not to proceed with the PROJECT, this Agreement shall then be considered terminated; the CONTRACTOR shall be entitled to payment as described herein for all services provided under this Agreement. In such event, the CLIENT shall promptly notify the CONTRACTOR in writing of its decision not to proceed with the PROJECT so that the CONTRACTOR can reassign his personnel and revise work schedules as may be required.

The Termination provisions for the PROJECT provided in this Section VII are applicable to the Scope of Services as described in Section II of this Agreement. The Term and Termination provisions provided in Section 12 of Exhibit "A" are applicable to the *Lucity™* software program licenses.

### **SECTION VIII – INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold the CLIENT harmless from any and all liability, loss or damage the CLIENT may suffer as a result of claims, demands, costs or judgments against it arising out of the CONTRACTOR'S negligence in the performance of this Agreement.

The Indemnification provisions for the PROJECT provided in this Section VIII are applicable to the Scope of Services referenced in Section II. The Limitations of Liability provisions provided in Section 11 of Exhibit "A" are applicable to the *Lucity™* software program licenses.



# SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

## SECTION IX – GENERAL CONSIDERATIONS

And, finally it is agreed that:

- A. All services shall be under the direction of qualified personnel.
- B. The Scope of Services covered by this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. Modification of the terms of this Agreement may be made that would modify the maximum fees stated in the Agreement when mutually agreed by and between the CONTRACTOR and the CLIENT, and shall be incorporated in written amendments to this Agreement. The CONTRACTOR shall have no obligation to perform services in connection with a change in the Scope of Services unless the cost thereof shall be agreed to under this paragraph.
- C. The CONTRACTOR reserves the right to renegotiate this Agreement if this agreement is not signed by the CLIENT within ninety (90) days after submittal.
- D. The following Exhibits are attached to and made a part of this Agreement:
  - Exhibit “A” - *Lucity™* Software License Agreement
  - Exhibit “B” - Schedule of Software
  - Exhibit “C” - Software Support and Maintenance Provisions
  - Exhibit “D” - Schedule of Services
  - Exhibit “E” - Schedule of Costs and Invoicing

## SECTION X – SUPPLEMENTARY CONDITIONS

The following supplementary conditions modify the Software License and Professional Services Agreement:

A, Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then the City (hereinafter “CLIENT”) 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.

CLIENT 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.

### **B. Verification of New 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 Exhibit E, affirming that Contractor does not knowingly employ an unauthorized alien. “Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney

## SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

### General.

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

*The remainder of this page is intentionally left blank.*

**SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the CLIENT and CONTRACTOR, by their authorized representatives, have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Executed in duplicate with copies to the CLIENT and CONTRACTOR.

**LUCITY, INC.**

**CITY OF BLOOMINGTON, INDIANA**

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

By: \_\_\_\_\_  
Kyla Cox Deckard

Title: \_\_\_\_\_

Title: President, Board of Public Works

Attest:

By: \_\_\_\_\_  
Philippa M. Guthrie

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

Title: Corporation Counsel

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Adam Wason

Title: \_\_\_\_\_  
Director, Public Works Department



**SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT**

**NON-COLLUSION AFFIDAVIT**

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

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

\_\_\_\_\_  
(Name and Title of Person Signing)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public's Signature

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

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

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

## EXHIBIT "A"

### Lucity™ Software License Agreement

#### IMPORTANT – READ CAREFULLY BEFORE INSTALLATION

This software is subject to acceptance of the *Lucity™* Software License Agreement. Lucity, Inc. (Lucity) is willing to license this software to you only upon the condition that you accept all of the terms and conditions contained in the *Lucity™* Software License Agreement and any stated Special Provisions.

THIS AGREEMENT ("**Agreement**") is between Lucity, Inc., a Kansas corporation with its principal place of business at 10561 Barkley, Suite 100, Overland Park, KS 66212 ("**Lucity**"), and **Licensee** with its software programs accessing databases residing at **Licensed Site**.

#### RECITALS

WHEREAS, Lucity owns certain software programs that are licensed under individual product titles which are known collectively as "**Lucity™ software**";

WHEREAS, Licensee would like to use, and Lucity would like to grant Licensee the right to use, those software products, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain.

NOW, THEREFORE, Lucity and Licensee agree as follows:

#### 1. DEFINITIONS.

"**Program(s)**" means the object code versions of the computer software products, databases, and related documentation.

"**Users**" means (i) the specified number of persons permitted to access all Programs (i.e. Named Users), (ii) the specified maximum number of persons permitted to access a Program (i.e. Seats), or (iii) the specified number of computer hardware devices permitted to provide access to a Program (i.e. Installs).

"**Clients**" means the number of individual database setups that can be accessed by a Program.

"**Licensed Site**" means the location at which the Licensee will be permitted to store the databases used by the Program(s).

"**Effective Date**" means the date of receipt of Licensee's purchase order citing this Agreement.

#### 2. LICENSE GRANT.

(a) **License**. Subject to the terms and conditions of this Agreement, Lucity grants Licensee a fee-bearing nonexclusive license to use the object code versions of the Program(s) for its internal purposes during the term of this Agreement; provided, however, that (i) the number of Users of each Program shall not exceed the permitted number of persons or devices for each such Program, (ii) the number of individual database setups that can be accessed by each Program shall not exceed the number of Clients for each such Program, and (iii) the location at which the databases accessed by the Program(s) reside shall be the Licensed Site designated herein.

(b) **Copying**. Licensee may make only as many copies of each Program as are necessary for Licensee to utilize the total Users for each such Program.

(c) **Future Licenses**. Lucity and Licensee may, by mutual agreement, include future licenses of the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be licensed. Such future Program(s) shall be included as

Program(s) under this Agreement. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed.

(d) **Limited Grant**. Except as expressly provided in this Section 2, Lucity grants and Licensee receives no right, title or interest in or to the Programs or any other deliverables provided by Lucity in connection with this Agreement and Lucity reserves and retains all such right, title, and interest.

(e) **Disaster Recovery and Testing**. The Licensee is permitted to install the Programs at its internal disaster recovery site and to store copies of the databases used by the Programs for the purposes of testing its disaster recovery plan. The Licensee is also permitted to install the Programs in a testing environment at its Licensed Site and to store copies of the databases used by the Programs for the purposes of testing future releases and training users.

#### 3. LICENSE RESTRICTIONS.

(a) **No Reverse Engineering**. Licensee agrees not to disassemble, decompile, reverse analyze, or reverse engineer the Program(s).

(b) **No Modification**. Licensee agrees not to modify the Program(s) without the written consent of Lucity.

(c) **No Copying**. Licensee agrees not to copy the Program(s), in whole or in part, except for a reasonable number of back-up copies and copies for disaster recovery and testing purposes, and as may be necessary to utilize the total Users for a given Program.

(d) **No Third Party Use**. Licensee will not use the Program(s) in any manner to provide computer services to third parties.

(e) **Training**. Licensee will not use the Program(s) until its personnel have received sufficient training in the configuration and use of the Program(s) to generate accurate data from the operation of the Program(s).

#### 4. PROPRIETARY RIGHTS.

(a) **Lucity's Property**. The Program(s), in whole and in part and all copies thereof, are and will remain the sole and exclusive property of Lucity.

(b) **Licensee's Property**. Any and all information provided by Licensee, as well as any and all information generated by Licensee's use of the Programs (specifically excluding Program code), shall remain the sole and exclusive property of Licensee.

(c) **Proprietary Notices**. Licensee will not delete or alter any copyright, trademark, and other proprietary rights notices of Lucity and its licensors appearing on the Program(s). Licensee agrees to reproduce such notices on all copies it makes of the Program(s).

#### 5. DELIVERY.

Lucity will deliver license codes for the Program(s), which provide for downloading of installation components by Licensee, to Licensee within a reasonable time of execution of this Agreement by both parties.

#### 6. FEES AND TAXES.

(a) **License Fee – Named Products Licensing**. As consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to Lucity the License Fee within forty-five (45) days of the delivery of license codes for the Program(s). Late payments will be subject to a late fee of one and one-half percent (1-1/2%) per month or the

**EXHIBIT "A"**  
**Lucity™ Software License Agreement**

maximum rate permitted by applicable law, whichever is less. Lucity may publish revised fee schedules from time to time, and any fees for future licenses for the Program(s) included under this Agreement shall be determined by Lucity's then-current fee schedule.

(b) Annual Fee – Named Users Licensing. As consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to Lucity (i) the appropriate Annual Fee within forty-five (45) days of the Effective Date, and (ii) the appropriate Annual Fee within forty-five (45) days of anniversary of the Effective Date for each renewal period. Late payments will be subject to a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less. Lucity may publish revised fee schedules from time to time, and any fees for renewal periods for the Program(s) included under this Agreement shall be determined by Lucity's then-current fee schedule.

(c) Taxes. Fees due under this Agreement do not include any taxes. Licensee will be responsible for, and will promptly pay, all taxes of whatever nature (including but not limited to sales and use taxes) resulting from or otherwise associated with this Agreement or Licensee's receipt or use of the Program(s), except income taxes based on Lucity's income. In lieu of payment of such taxes, Licensee shall provide Lucity with proof of Licensee's tax exempt status.

**7. WARRANTIES.**

(a) Warranty. Lucity warrants that during twelve (12) months following the delivery of the license codes for the Program(s):

(i) the Program(s) will be capable of performing in the manner described in all the documentation in all material respects; and

(ii) the installation components of the Program(s) will be free from defects in materials and workmanship.

(b) Exclusive Remedy. In the event that the Program(s) or installation components fail to conform to such warranty, as Licensee's sole and exclusive remedy for such failure Lucity will, at its option and without charge to Licensee, repair or replace the Program(s) or installation components or refund to Licensee the License Fee paid, provided that the nonconforming item is returned to Lucity within the 12-month warranty period.

(c) Disclaimer. The Warranties provided in this Section are in lieu of all other warranties, express and implied, including but not limited to any implied warranties of Merchantability, and Fitness for a Particular Purpose.

**8. INDEMNITY.**

(a) Duty to Indemnify and Defend.

(i) Lucity will defend or settle at Lucity's own expense, any action or other proceeding brought against Licensee to the extent that it is based on a claim that the use of the Program(s) as licensed in this Agreement infringes any U.S. copyright or that the Program(s) incorporates any misappropriated trade secrets.

(ii) Lucity will pay any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) Licensee becomes obligated to pay in any such action or proceeding attributable to any such claim.

(iii) Lucity will have no obligation under this Section as to any action, proceeding, or claim unless: (A) Lucity is notified of it promptly; (B) Lucity has sole control of its defense and settlement; and (C) Licensee provides Lucity with reasonable assistance in its defense and settlement.

(b) Injunctions. If Licensee's use of any Program(s) under the terms of this Agreement is, or in Lucity's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified in Section 8(a)(i), then Lucity may, at its sole option and expense, either:

(i) procure for Licensee the right to continue using such Program(s) under the terms of this Agreement;

(ii) replace or modify such Program(s) so that it is noninfringing and substantially equivalent in function to the enjoined Program(s); or

(iii) if options (i) and (ii) above cannot be accomplished despite the reasonable efforts of Lucity, then Lucity may both:

(A) terminate Licensee's rights and Lucity's obligations under this Agreement with respect to such Program(s); and

(B) refund to Licensee the unamortized portion of the License Fee paid based upon a 5 year straight-line depreciation, such depreciation to be deemed to have commenced on the effective date of this Agreement.

(c) Exclusive Remedy. The foregoing are Lucity's sole and exclusive obligations, and Licensee's sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights. Lucity makes no separate warranty of noninfringement under or in connection with this agreement.

(d) Exceptions. Lucity will have no obligations under this Section 8 with respect to infringement or misappropriation arising from: (i) modifications to the Program(s) that were not made by Lucity (whether or not authorized by Lucity); (ii) Program(s) specifications or modifications requested by Licensee; or (iii) the use of Program(s) with products (including but not limited to software) not provided by Lucity.

iv With respect to bodily injury, property damage, or personal injury other than copyright infringement or misappropriation of trade secrets, Lucity will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the Licensee and/or any of its agents, officials and employees from any and all claims demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by Licensee on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of Lucity, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Lucity and/or its subcontractors or claims under similar such laws or obligations. Lucity's obligations under this paragraph do

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**Lucity™ Software License Agreement**

not extend to any liability caused by the sole negligence of Licensee or its employees.

**9. CONFIDENTIAL INFORMATION.**

(a) Definition. "**Confidential Information**" refers to: (i) the Program(s), including but not limited to their software source code, and any related documentation or technical or design information related to the Program(s); (ii) the business or technical information of Lucity, including but not limited to any information relating to Lucity's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) any information reasonably and appropriately designated by Lucity as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential under applicable law; and (iv) the terms and conditions and existence of this Agreement.

(b) "Confidential Information" will not include information that:

- (i) is in or enters the public domain without Licensee's breach of this Agreement;
- (ii) Licensee receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or
- (iii) Licensee party develops independently, which it can prove with clear and convincing written evidence.

(c) Confidentiality Obligations. Licensee agrees to take all measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures Licensee uses to maintain the confidentiality of its own information of equal importance.

(d) Employee Confidentiality Procedures. Licensee agrees to inform its employees of their confidentiality obligations regarding the Program(s) and other Lucity Confidential Information. Licensee further agrees to ensure that contract employees (including temporary employees) of Licensee agree to confidentiality obligations similar to those of this Agreement.

**10. MAINTENANCE AND SUPPORT.**

(a) Named Products Licensing. Lucity and Licensee may, by mutual agreement, include the maintenance and support services described in the software's online help for the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be included under such services. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed. Maintenance and support services are provided at a rate and for a term as mutually determined by Lucity and Licensee for the scope of services to be provided by Lucity for the Program(s) to be included under such services.

(b) Named Users Licensing. The Annual Fee for the Program(s) included under this Agreement includes the maintenance and support services described in the software's online help.

**11. LIMITATIONS OF LIABILITY.**

Lucity's total liability under this Agreement will be limited to the License Fee. Licensee agrees that, as part of the

material consideration for Lucity licensing the Programs to Licensee hereunder, in no event will Lucity be liable to Licensee under this Agreement for any Special, Incidental, or Consequential Damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not Lucity has been advised of the possibility of such damage. Input and/or edits of data by means other than the Lucity standard Program(s) interface may result in loss of data, and/or improper operation of the Program(s). The Licensee agrees that in no event will Lucity be liable to Licensee under this Agreement for costs necessary to diagnose, recover data and/or restore proper operation of the Program(s) resulting from said actions.

**12. TERM AND TERMINATION.**

(a) Term – Named Products Licensing. Except as expressly provided in this Section 12, this Agreement will continue in full force and effect perpetually.

(b) Term – Named Users Licensing. Except as expressly provided in this Section 12, this Agreement will continue in full force and effect for one (year) from the Effective Date of this Agreement, with automatic renewal for subsequent one (1) year periods.

(c) Termination. Either party will have the right to terminate this Agreement if other breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of written notice.

(d) Effect of Termination – Named Products Licensing. If this Agreement is terminated, Licensee will immediately return to Lucity, or Lucity's designated representative, or (at Lucity's request) destroy all copies of the Program(s) in its possession or control, and an officer of Licensee will certify to Lucity in writing that it has done so.

(e) Effect of Termination – Named Users Licensing. If this Agreement is terminated, license codes for the Program(s) included under this Agreement will expire and the Program(s) included under this Agreement will be effectively disabled.

(f) Survival. The provisions of Sections 4 (Proprietary Rights), 6(b) (Taxes), 7(b) and (c) (Warranties Exclusive Remedy and Disclaimer), 8(c) and (d) (Infringement Exclusive Remedy and Exceptions), 9 (Confidential Information), and 11 (Limitations of Liability) will survive termination of this Agreement for any reason.

(f) Nonexclusive Remedy. The exercise by Lucity of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

**13. GENERAL PROVISIONS.**

(a) Audit Rights. Licensee agrees to allow Lucity, at Lucity's sole expense, upon reasonable written notice, and during Licensee's ordinary business hours, to visit the facilities in which Licensee uses the Program(s) and review Licensee's practices with regard to the Program(s).

(b) Assignment. This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that either party may not assign this Agreement, in whole or in part, without written consent of both parties.

(c) Modifications. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

(d) Conflicting Terms. Purchase orders or similar documents relating to the Program(s) issued by Licensee will have no effect on the terms of this Agreement.



**EXHIBIT “A”**  
**Lucity™ Software License Agreement**

(e) Notices. All notices under this Agreement will be deemed given when delivered personally or upon receipt of by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.

(f) Severability. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

(g) Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

(h) Entire Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. No purchase orders, acknowledgments, invoices, or other documents exchanged in the ordinary course of business shall modify or add to the terms and conditions of this Agreement.

(i) Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the state in which Licensee is located.

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**EXHIBIT “B”  
Schedule of Software**

For the Project Lucy agrees to furnish licenses of the various *Lucity™* software programs listed in the table below, and grant the CITY OF BLOOMINGTON such additional licenses to use these programs for the fees as indicated, in consideration of the mutual covenants and obligations expressed in the *Lucity™* Software License Agreement provided as Exhibit “A”.

LucityAM Named Product (On Premise)	Units		Purchase Cost
	Unit	Cost per Unit	
<b>Work</b>	8	\$2,000	\$ 16,000.00
<b>Assets</b>	4	\$2,000	\$ 8,000.00
<b>TOTAL</b>			\$ 24,000.00
<b>Pro-Rated Constant Connection Program Annual Fee</b>			\$ 1,200.00
<ul style="list-style-type: none"> <li>• <i>Constant Connection Program is the annual support &amp; maintenance program.</i></li> <li>• <i>Fee is pro-rated to start on 4/1/2019 and set to expire with existing Constant Connection Program term on 6/30/2019</i></li> </ul>			

Notes

- The applicable licensing model is “Named Products”.
- The total amount of license fees is a one-time cost for a perpetual licensing term.
- Cost for the Constant Connection Program for technical support and software maintenance is additional.
- Cost for the Constant Connection Program will be pro-rated based on final purchase date to expire with the City’s existing Program expiration.
- The number of “Seat” licenses determines the maximum number of concurrent users. There are no use or installation restrictions with a “Site” license.
- Prices are in U.S dollars. Taxes (if applicable) are not included.

## **EXHIBIT “C”**

### **Software Support and Maintenance Provisions**

For the various *Lucity™* software programs listed in Exhibit “B”, Lucity agrees to furnish to the Licensee resources and perform various professional services related to on-going software technical support and maintenance as outlined in this Exhibit “C”.

#### **Constant Connection Program Resources and Services**

On-going software technical support and maintenance resources and services provided through the Lucity Constant Connection Program are summarized in the following attachment titled “LucityAM Technical Support and Software Maintenance”.

#### **Constant Connection Program Fees and Renewal**

Named Products Licensing. The fee basis for the Lucity Constant Connection Program is twenty percent (20%) of the total non-discounted software license fees for covered products. For the software programs listed in Exhibit “B”, the Constant Connection Fee will be pro-rated to expire with the City’s existing Constant Connection Program term.

Access to Lucity Constant Connection Program resources and services in subsequent years is renewable annually for the software programs by mutual agreement and is subject to an inflationary increase not to exceed two and one-half percent (2.5%) each year.

#### **Constant Connection Program Levels of Services**

Our goals are to provide customers immediate response during regular Help Desk hours (Monday – Friday, 7:00 am-7:00 pm CST), and resolve issues as soon as possible. An outline of our categorization/prioritization of support issues and formal response/resolution commitments follows.

- Critical Issues
  - Customer is unable to use a LucityAM application, or system component has a failure such that normal work operation is significantly impacted (e.g., users cannot open Work Orders)
  - Response time to acknowledge issue and begin working on corrective action within two (2) business hours
  - Commitment to continue working on problem until resolution, or an acceptable temporary fix (i.e., patch) is deployed
- Standard Issues
  - Issue exists with an application but majority of functions are still usable and some reasonable circumvention or work-around is possible to provide service, or failing function or work-around does not significantly impact normal work operation
  - Response time to acknowledge issue no more than four (4) business hours
  - Provide resolution with next upgrade release (new versions, service packs or patches), and not more than ninety (90) business days (unless otherwise agreed between customer and Lucity)
- Minor Issues
  - Issue does not affect an application’s function (e.g., text of message or report is poorly worded or misspelled)
  - Response time to acknowledge issue no more than eight (8) business hours
  - Provide resolution with next two upgrades, and not more than one-hundred and eighty (180) business days (unless otherwise agreed between customer and Lucity)

#### **LucityAM Version Support Policy**

Details about version support policy can be found here –

**EXHIBIT "C"**  
**Software Support and Maintenance Provisions**

<https://lucity.zendesk.com/hc/en-us/articles/202489370-Version-Support-Details>.

# **EXHIBIT “D”**

## **Scope of Implementation Services**

### **IMPLEMENTATION SERVICES**

Based on discussions with the City, we have outlined an implementation plan to configure and deploy the Lucity solution for the City of Bloomington Fleet.

#### **KICKOFF & BUSINESS PROCESS REVIEW**

An on-site trip will be made to transfer knowledge between Project Team members, gather information, and set the stage for subsequent Implementation tasks. An outline of the expected Kickoff Trip activities follows.

- **LucityAM Software Demonstration**
  - Present functional overview – typical user workflows for inspections, work orders, etc. and “out of the box” capabilities including reporting (standard templates and ad hoc) and data interfaces
  - Review default “Work Flow Setup” data, UI templates (dashboards and data forms/views), and default user groups/roles
- **Functional Groups**
  - It’s assumed that the software will be deployed for the Fleet Department.
  - Confirm with each Group Administrator those persons assigned to serve as Group SMEs for Configuration task
  - Examine current basic business processes of each Group with associated data, reporting, and integration requirements
  - Review with each Group their Work Flow Setup spreadsheet with default data – spreadsheet to be completed by the City
- **Access**
  - Verify Implementation Lead has remote access into installed LucityAM
- **Project Plan**
  - Confirm Project Team and Functional Groups
  - Discuss what is expected of Project Team members throughout project
  - Review schedule, and discuss how LucityAM will “go-live”
  - Identify any needed revisions to Project Plan based on knowledge gained from Kickoff Trip activities
  - Set date for Configuration – Discovery Workshop task
- **Action Items**
  - Complete Work Flow Setup spreadsheets – these spreadsheets are used to record data required to define Categories, Problems, Causes, Tasks, and Resources (Employees, Crews, Equipment, Materials, Fluids, Contractors) for Functional Groups with LucityAM Work – Work Administrator

Participants in the Kickoff Trip activities should include the following Project Team members:

- |   |   |
|---|---|
| <ul style="list-style-type: none"><li>• <b>Lucity</b><ul style="list-style-type: none"><li>– Project Manager</li><li>– Relationship Manager</li></ul></li></ul> | <ul style="list-style-type: none"><li>• <b>City</b><ul style="list-style-type: none"><li>– Project Manager</li><li>– System Administrator</li><li>– Functional Group Administrators</li><li>– Project Sponsor</li></ul></li></ul> |
|---|---|

#### **BUSINESS PROCESS REVIEW & CONFIGURATION**

A Business Process Review workshop will be completed – this workshop will consist of a series of on-site sessions that focus on refining the default LucyAM configuration to support the specific operational needs of the distinct Functional Groups. An outline of the expected Discovery Workshop activities follows.

- Functional Groups
  - Examine details (what, who, how, and why) of business processes of each Group, and identify potential revisions to improve results and best leverage capabilities of LucyAM
  - Review with each Group their completed Work Flow Setup spreadsheet, and identify any additional data revisions for initial LucyAM configuration
  - Identify revisions to dashboards, data forms/views, and default user groups/roles for each Group
  - Discuss available data to be incorporated (i.e. “loaded) into LucyAM – data to be gathered by the City
  - Identify any supplemental reporting and/or integration needs to be addressed with LucyAM implementation
- Project Plan
  - Identify any needed revisions to Project Plan based on knowledge gained from Discovery activities
  - Set date for Configuration – Functional Group Meetings task
- Action Items
  - Apply initial configuration to installed LucyAM based on revised Work Flow Setup data and revised user dashboards, data forms/views, maps, and groups/roles
  - Deliver data to Implementation Lead for evaluation
  - Evaluate options for supplemental reporting and/or integration, and identify next steps

Participants in the Configuration – Discovery Workshop activities should include:

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>• Lucy<ul style="list-style-type: none"><li>– Project Manager</li><li>– Implementation Lead</li></ul></li></ul> | <ul style="list-style-type: none"><li>• City<ul style="list-style-type: none"><li>– Project Manager</li><li>– System Administrator</li><li>– Functional Group Administrators</li></ul></li></ul> |
|---|--|

## **FUNCTIONAL GROUPS**

Finalizing the LucyAM configuration will be an iterative process. The Implementation Lead will first make an on-site trip to meet with each Functional Group to review the initial configuration, and identify needed refinements. With subsequent refinements, additional meetings will be convened to review the latest LucyAM configuration – which will include loaded data, custom reporting, and custom integration (if required) as these become available. The process will continue until the LucyAM operational needs of the Groups are met.

Participants in the Configuration – Functional Group Meetings task should include:

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>• Lucy<ul style="list-style-type: none"><li>– Implementation Lead</li></ul></li></ul> | <ul style="list-style-type: none"><li>• City<ul style="list-style-type: none"><li>– System Administrator</li><li>– Functional Group Administrators</li><li>– SMEs – Groups</li></ul></li></ul> |
|---|--|

## **PROGRESS**

An outline of the project management activities expected throughout the project follows.

- Meetings & Workshops
  - Convene bi-weekly Project Progress meetings to review Project Plan completion status
  - Provide agendas, “Follow-up Memorandum”, and “Trip Report” documents
- Project Plan
  - Provide updates as needed based on approved revisions to scope and/or schedule
- Invoicing
  - Prepare billing summaries, and submit invoices to the City for approval and payment processing

Participants in the project management activities should include the following Project Team members:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Lucity           <ul style="list-style-type: none"> <li>– Project Manager</li> <li>– Project Administrator</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• City           <ul style="list-style-type: none"> <li>– Project Manager</li> </ul> </li> </ul> |
|--|---|

### **CUSTOM REPORTS**

We understand the Fleet Department has need for a specific report to replicate one that is currently used. This report will include vehicle condition assessments and calculate 5 year average costs.

We expect the LucityAM reporting capabilities (standard templates and ad hoc) will meet most of the City’s remaining reporting needs.

### **DATA LOADING**

We understand the City has current and historical data that is of value to the operations of the City currently in RTA software. LucityAM includes an out of the box tool for importing data directly to the LucityAM database. This tool can be used to consume data from third-party databases and files. We anticipate importing existing asset data using this tool. In addition, Lucity can review any additional data needs and discuss the best process for scrubbing and converting this data.

### **INTEGRATION**

We understand the City will have a need to develop an integration between Fuelmaster software and Lucity. LucityAM includes an out of the box tool for importing data directly to the LucityAM database. Templates can be developed to bring in 3<sup>rd</sup>-party data from a specific source or location into Lucity. We will work with the City and provided data to develop this integration for continued use.

### **TRAINING**

We will provide a Training Plan detailing session descriptions and durations, methods and materials for each Functional Group, and the overall schedule. An outline of the expected on-site Training activities follows.

### **ADMINISTRATION**

#### *Installation and Maintenance*

- Complete procedures as outlined in Install Manual for initial LucityAM installation and future software upgrades
- Review available software documentation
- Review technical support and software maintenance services and resources provided through Lucity Constant Connection Program

- Discuss current backup and recovery practices for the City's data, and reviewing suggested practices specific to LucyAM

#### *Security*

- Complete procedures as outlined in Lucy Security for adding new users, and defining user group and individual permissions for LucyAM access and use

#### *Configuration*

- Use tools, parameters and settings available with LucyAM products to refine AM/CMMS configuration

#### *Documents*

- Complete procedures for establishing links between LucyAM records and externally managed electronic documents
- Add custom content to on-line Help via hyperlinks to externally managed information

#### *Reporting*

- Add custom reports

#### *Data Import/Export*

- Import data using Import & Update tool, and export data using LucyAM reporting capabilities

The goal of the Training – Administration task is for the System Administrator to be reasonably self-sufficient in refining, expanding and sustaining the implemented LucyAM.

## **PRODUCTION**

Following is a limited list of items that will be addressed during Production Training sessions.

#### *General*

- *Dashboard*: Using assigned "Home" pages with personalized real-time LucyAM content
- *Filter*: Creating queries to produce specific record sets
- *Locate*: Quickly finding a specific record within the current "Filter"
- *Document Control*: Linking electronic documents (images, videos, as-built drawings, O&M manuals, Web site links, etc.) to records
- *Subset Manager*: Loading filtered data from one application into other applications
- *Browse*: Creating and exporting ad-hoc reports
- *Reports*: Using assigned report templates
- *Help*: Using the on-line, context-sensitive Help

#### *Work Management*

- Receiving/creating, routing and completing service requests, and work orders in response to service requests
- Establishing work order templates for recurring activities and PM schedules
- Creating, assigning, routing and completing work orders from templates and PM schedules
- Performing in-house and external billing of work order costs
- Viewing linked electronic documents
- Producing operational, management and regulatory reports

#### *Asset Management*

- Collecting and maintaining asset attributes
- Establishing appropriate relationships between assets
- Assessing the condition, and tracking the operating status, of assets
- Interpreting asset lifecycle costs
- Viewing linked electronic documents



- Validating and transferring data from external systems
- Producing operational, management and regulatory reports

The goal of the Training – Production task is for users being enabled with the knowledge, skills and confidence to follow proper business processes and successfully complete their specific operational workflows with LucyAM.

Participants in the Production Training should include:

- Lucy
  - Implementation Lead
- City
  - Functional Group Administrators
  - Group Users

Production Training sessions are typically 4 hours in duration, and should be limited to a maximum of ten (10) users. Remote time for Production Training may include web conferencing sessions for specialized topics, and recorded webinars for broader topics of interest to a large number of users.

### COSTS

The services costs are estimated based on the framework outlined in the “Implementation Work Plan”. Services are estimated for an implementation of Lucy for the Fleet Department as a single-phase implementation approach within Table 1 below.

**Table 1**

Task	Effort			Cost		
	On-site		Remote	Labor	Directs	Total
	Trips	Hours	Hours			
<b>IMPLEMENTATION SERVICES - Fleet</b>						
Business Review & Config	1	16		\$ 3,600.00	\$ 1,250.00	\$ 4,850.00
Configuration	1	16	20	\$ 6,600.00	\$ 1,250.00	\$ 7,850.00
Report Writing			12	\$ 1,380.00	\$ -	\$ 1,380.00
Data Loading - RTA			40	\$ 6,000.00	\$ -	\$ 6,000.00
Interface - Fuelmaster			4	\$ 720.00	\$ -	\$ 720.00
Training	1	16	6	\$ 4,010.00	\$ 1,250.00	\$ 5,260.00
Project Management			20	\$ 3,000.00	\$ -	\$ 3,000.00
<b>TOTAL FEE</b>						<b>\$ 29,060.00</b>
<p>• Labor rates are as follows: \$225 per onsite hour and \$150 per remote hour for Project Managers, \$270 per onsite hour and \$180 per remote hour for IT Specialists, \$225 per onsite hour and \$150 per remote hour for System Implementers, and \$200 per onsite hour and \$135 per remote hour for Solutions Trainers.</p> <p>• Travel expenses are estimated at \$550 per trip and \$350 per day and will be billed at actual cost.</p>						

**EXHIBIT “E”**  
**Schedule of Costs and Invoicing**

The following tables summarize costs and invoicing for the software licenses and services to be provided by Lucity to the CITY OF BLOOMINGTON for the Project.

Item	Total	Invoicing
Software License Fees (reference Exhibit “B”)	\$24,000.00	One hundred percent (100%) will be invoiced upon delivery of updated Lucity License Codes
Services Costs (reference Exhibit “D”)	\$29,060.00	Invoiced monthly based on project progress (i.e. % completion of each task)
Constant Connection Program Fees (reference Exhibit “C”)	\$1,200.00	Pro-rated fee, set to expire with existing Constant Connection Program term on 6/30/2019
<b>TOTAL – PROJECT COSTS</b>	<b>\$54,260.00</b>	
Additional Constant Connection Program Fees - Renewals	\$4,800.00	Year 2 fee invoiced along with City’s existing term, sixty (60) days prior to expiration
<b>TOTAL – RECURRING ADDITIONAL COSTS</b>	<b>\$4,800.00</b>	

Access to Lucity Constant Connection Program resources and services in subsequent years (after the term of the contract) is renewable annually for the software programs by mutual agreement and is subject to an inflationary increase not to exceed two and one-half percent (2.5%) each year.

Prices are in U.S dollars. Taxes (if applicable) are not included.



# Board of Public Works Staff Report

**Project/Event:** Approval of Amendment #1 Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for the Kirkwood Maintenance and Downtown Alleys Projects

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

**Staff Representative:** Roy Aten

**Date:** 03/19/2019

**Report:** On February 5<sup>th</sup>, 2019 the Board approved a design contract for Kirkwood maintenance and Downtown Alleys Project. The Kirkwood Maintenance Project will resurface Kirkwood Avenue between Walnut Street and Indiana Avenue. Curb ramps and crosswalks will also be replaced/repared as part of the project. The Downtown Alleys Project will improve the downtown alleys in three square blocks (between College, Walnut, 6th, and 7th; between Walnut, Washington, 6th, and 7th; and between Walnut, Washington, Kirkwood, and 6th). Improvements are expected to include asphalt resurfacing, replacement of alley aprons, and minor drainage improvements. Eagle Ridge Civil Engineering Services, LLC was awarded this contract and design work has begun. During the original survey it was discover that many utilities installed within the alleys required additional survey that was not included in the original scope of the design contract. This amendment will add an additional \$10,191.30 to the contract for extended utility survey of the alleys. Upon approval, the amended total contract cost will be \$97,141.30.

**Recommendation and Supporting Justification:** Staff recommends that the Board approve Amendment #1 to the Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for the Kirkwood Maintenance and Downtown Alleys Projects.

Recommend  Approval  Denial by Roy Aten

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Approved	2/5/2019
<b>Amendment #1</b>	<b>Current Item</b>	<b>03/19/2019</b>
Letting Date	Pending	04/16/2019
Construction Inspection Contract	N/A	--
Construction Contract	Pending	04/30/2019

**PROJECT NAME: Kirkwood Maintenance and Downtown Alleys**

**AMENDMENT #1 TO AGREEMENT FOR CONSULTING SERVICES**

This Amendment, entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, is an Amendment to the Agreement dated **February 5, 2019**, by and between the City of Bloomington Department of Public Works through its **Board of Public Works (“City”) and Eagle Ridge Civil Engineering Services, LLC (“Consultant”)**,

**WITNESSETH:**

WHEREAS, the current Agreement identified an allowance of up to \$6,000 to cover subconsultant costs for topographic survey which was believed to be needed for certain critical areas in the Downtown Alleys areas that had not yet been identified, and;

WHEREAS, upon further study and in direct coordination with the City, it has been found desirable to survey all of the Downtown Alleys work areas and to complete additional utility investigations and locating in an effort to locate buried private utility lines not normally located by the 811 service, and;

WHEREAS, the City has directed the Consultant to have the survey and utility investigations completed to support the upcoming design effort in these areas, and the Consultant is willing and able to provide these additional services through City-approved subconsultants;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree to the following:

**Article 1. Scope of Services:** Consultant shall cause to be prepared a full topographic survey of the alley areas, and also utility investigations within the same limits. The Scope of Services as presented under the Agreement is still in effect, and services under this Amendment are additional services.

**Article 4. Compensation:** The City will pay Consultant an additional amount consisting of the actual billed amounts by subconsultants plus 5% in accordance with the Agreement for Subconsultant expenses.

The total cost of these services are estimated as follows:

Survey (BRCJ, Inc.): \$11,416  
Utility Investigations (Baker Utility Partners, Inc.): \$4,290  
Subtotal: \$15,706  
Add 5% Markup: \$785.30  
Total: \$16,491.30 before Allowance Credit

Less Original Agreement Allowance (including 5% markup): \$6,300  
Total for Amendment: \$10,191.30

Therefore, this Amendment is for additional services which shall not exceed Ten Thousand One Hundred Ninety-One Dollars and Thirty Cents (\$10,191.30). This amount is to be applied fully to the Downtown Alleys portion of the Agreement.

The total compensation under the Agreement, as Amended, shall not exceed Ninety-Seven Thousand One Hundred Forty-One Dollars and Thirty Cents (\$97,141.30).

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment #1 to the Agreement to be executed the day and year first written above.

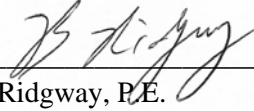
Owner

City of Bloomington Board of Public Works

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

Consultant

Eagle Ridge Civil Engineering Services, LLC

\_\_\_\_\_  
  
Brock Ridgway, P.E.  
Managing Member

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

February 19, 2019

Eagle Ridge Civil Engineering Services, LLC  
bridgway@eagleridgecivil.com  
317.370.9672

**Re: Downtown Alley Project - Bloomington, Indiana**

Bledsoe Riggert Cooper James, Inc. (BRCJ) is pleased to present this professional surveying services proposal for the Bloomington Downtown Alley project. We propose to perform the following task(s) for a **LUMP SUM FEE of \$11,416.00**.

**TASK 1 | TOPOGRAPHIC SCOPE OF SERVICES:**

- 1) Prepare a topographic survey based on the attached Proposed Survey Limits.
- 2) Prepare and mail right of entry for each parcel surveyed.
- 3) Locate all trees. Note if the tree is a deciduous or a coniferous tree.
- 4) Establish and publish a minimum of 1 control point for each city block.
- 5) Locate visible surface (risers, meters, valves, etc...) utilities per observed above ground evidence and utilities marked by Indiana811. Member utilities do not locate private lines or facilities. Member utilities do not locate service lines nor all utilities when a survey is the purpose of the ticket.
- 6) Provide approximate storm and sanitary locations, invert elevations, pipe sizes, and materials based on limited information available from the surface. Structure grates and covers shown should not be assumed to be the center of the below ground structure. All utilities including locations and sizes need verified prior to construction efforts.
- 7) Overhead utilities will be identified as overhead without special investigation to the type or nature.
- 8) Task 1 does not include private utility locates or any utility exploration.
- 9) Locate site improvements (thresholds, finish floors, headwalls, steps, walls, light poles, walks, bike racks, building corners, and etc...). Surfaces will be located on a maximum 10-foot grid. Vertical features such as vent pipes, hoods, pipe extensions, downspouts, and utility meters within 15 feet of the ground will be located vertically and horizontally.
- 10) Provide contours of existing site conditions at 1-foot intervals.
- 11) Horizontal datum will be NAD 83, Indiana State Plane Coordinates, U.S. Survey Feet.
- 12) Vertical datum will be NAVD88, U.S. Survey Feet.
- 13) All distances will be provided as grid distances.
- 14) Provide a final 2013 AutoCAD drawing (.dwg) and PDF (.pdf) of the topographic survey.

**TASK 2 | RIGHT OF WAY AND EASEMENT SCOPE OF SERVICES**

- 1) Establish apparent right-of-way lines along the 6 alleys shown on the attached Proposed Survey Limits.
- 2) Record easements will be shown on survey drawing IF referenced in the current deed of record.
- 3) Provide the current owner and current deed of record for the parcels affected.

**TASK 3 | UTILITY REVISIONS SCOPE OF SERVICES:**

- 1) Task provides 8 hours of additional field crew time and coordination to collect additional utility information after initial utility information has been located.
- 2) Task includes providing additional utility information collected in a separate AutoCAD file.

Work not included in the scope of services will be provided at the hourly rates shown on the included Hourly Fee Schedule or by an approved lump sum fee proposal.

**Term & Conditions of payment:**

- Invoices will be rendered monthly based on the approximate percentage of services complete.
- The client is responsible for full payment within Thirty (30) days after an invoice is rendered.
- BRCJ may assess a fee of one and one-half percent (1-1/2%) per month for past due invoices.
- The above fee(s) will be accepted for 30 days from the proposal date.

Please sign and return a copy of this proposal prior to the start of work.

Sincerely,

*Matthew M. Knoy*  
 Matthew M. Knoy | PS

Bledsoe Riggert Cooper James, Inc.

Client Name & Signature

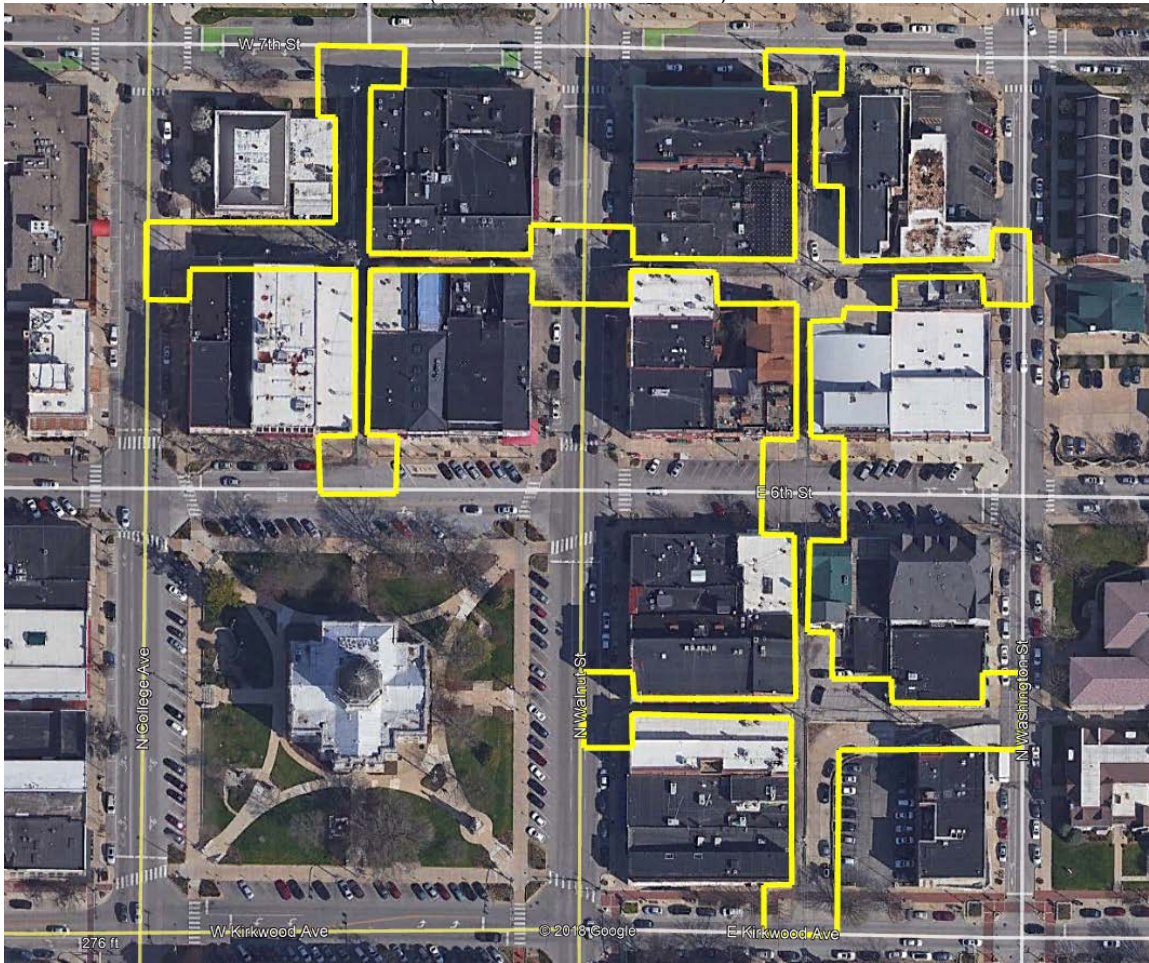
Date

**HOURLY FEE SCHEDULE**

Registered Land Surveyor	\$ 130.00
Registered Engineer	\$ 130.00
GIS Software Engineer	\$ 130.00
Surveyor / Engineer / Designer	\$ 90.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 130.00
Surveying Technician / Engineering Technician / GIS Analyst / Drafter	\$ 80.00
Clerical	\$ 64.00

*NOTE: Time charged to jobs will include any time spent traveling to and from the site.*

**PROPOSED SURVEY LIMITS**  
 (SURVEY LIMITS IN YELLOW)





**Baker Utility Partners, LLC**  
25815 State Road 19  
Arcadia, IN 46030  
3175133709  
admin@bakerutilitypartners.com  
www.bakerutilitypartners.com

## ESTIMATE

### ADDRESS

Eagle Ridge Civil Engineering  
Services, LLC  
1321 Laurel Oak Drive  
Avon, IN 46123

**ESTIMATE # 4243**

**DATE 02/28/2019**

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DATE	ACTIVITY	QTY	RATE/HR	AMOUNT
02/28/2019	<b>Private Utility Locating</b> Private locates for alleys North, NE and East of County Courthouse, Bloomington, IN. Locate all public and private utilities in designated areas.	24	160.00	3,840.00
02/28/2019	<b>Mobilization hourly rate</b> Mobilization to site and return.	6	75.00	450.00
TOTAL				<b>\$4,290.00</b>

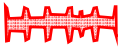
Accepted By

Accepted Date





Downtown Alley Project Limits



Kirkwood Maintenance Project Limits (approximate)



North





# Board of Public Works

## Staff Report

**Project/Event:** Resolution 2019-27 Public Need to Purchase Right of Way for the 17th/Dunn Traffic Signal Replacement Project

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

**Staff Representative:** Neil Kopper, Interim City Transportation and Traffic Engineer

**Date:** 03/19/2019

**Report:** This project will replace traffic signal equipment and make geometric improvements to the intersection of 17th Street at Dunn Street. Construction is expected in summer 2020.

The project will require purchase of additional right of way from two parcels. If approved by the Board, this resolution will confirm that the Project serves a public purpose and will authorize the right of way acquisition.

**Recommendation and Supporting Justification:** Staff recommends that the Board approve Resolution 2019-27 Public Need to Purchase Right of Way for the 17th/Dunn Traffic Signal Replacement Project.

**Recommend**    **Approval**    **Denial** by Neil Kopper

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved by RDC	--
Design Services Contract	Approved	10/03/2017
ROW Services Contract*	Future	3/19/2019
<b>Public Need Resolution</b>	<b>Current Item</b>	<b>3/19/2019</b>
Construction Inspection Contract	N/A	--
Construction Contract	Future	2020

\* ROW Services are added to the Design Services Contract through Amendment 1.

**RESOLUTION 2019-27**  
**BOARD OF PUBLIC WORKS**  
**17TH/DUNN TRAFFIC SIGNAL REPLACEMENT PROJECT**  
**RIGHT OF WAY PURCHASE**

WHEREAS, the City of Bloomington through its Board of Public Works (“City”) intends to replace the traffic signal at 17<sup>th</sup> Street and Dunn Street (the “Project”) in Bloomington, Indiana; and

WHEREAS, the City has determined that there is a need for the Project, and that it will serve a public purpose and be of public benefit, and has appropriated money to finance construction of the Project; and

WHEREAS, it is necessary to acquire land and/or easements for construction of the Project from the property owners listed in Attachment A, incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Project serves a public purpose and will benefit the citizens of Bloomington and Monroe County, Indiana.
2. The acquisition of the land and easements from the property owners listed on Attachment A is hereby authorized. In the event the City is unable to reach agreement with a property owner regarding the purchase of the land or easement within 30 days after the issuance of a formal offer to purchase, as provided in Indiana Code 32-24-1 *et seq.*, the City is hereby authorized to commence eminent domain proceedings.

Approved this 19<sup>th</sup> day of March, 2019.

CITY OF BLOOMINGTON, INDIANA  
BOARD OF PUBLIC WORKS

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Kyla Cox Deckard - President

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Beth H. Hollingsworth - Vice-President

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Dana Palazzo - Secretary

**Attachment A**

<u>Parcel #</u>	<u>Owner</u>	<u>Property Address</u>
1	Susanna Ferguson Kempf & Athena A. Hrisomalos	1401 N. Dunn St.
2	Stephen L. Ferguson	418 E. 17 <sup>th</sup> St.



# Board of Public Works Staff Report

**Project/Event:** Approval of Contract Amendment 1 for Preliminary Engineering Services for the 17th/Dunn and 17th/Madison/Kinser Traffic Signal Replacement Projects

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

**Staff Representative:** Neil Kopper, Interim City Transportation and Traffic Engineer

**Date:** 03/19/2019

**Report:** This project will replace traffic signal equipment and make geometric improvements to the intersection of 17th Street at Dunn Street and the intersection of 17th Street at Madison Street/Kinser Pike.

Lochmueller Group Inc. is currently under contract to complete preliminary engineering services for this project with a total contract amount of \$200,400 with fees for the two intersections tracked and paid separately. The 17th/Dunn portion of the contract is increasing from \$118,600 to \$132,795 in order to add erosion control permitting, geotechnical investigation and design for retaining walls, and right of way appraisals. The 17th/Madison/Kinser portion of the contract is remaining at \$81,800, but the amendment will add right of way engineering services for an additional parcel and decrease the amount of construction phase services. The new total contract amount will be \$214,595.

**Recommendation and Supporting Justification:** Staff recommends that the Board approve Contract Amendment 1 for Preliminary Engineering Services for the 17th/Dunn and 17th/Madison/Kinser Traffic Signal Replacement Projects.

**Recommend**  **Approval**  **Denial** by Neil Kopper

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved by RDC	--
Design Services Contract	Approved	10/03/2017
<b>ROW Services Contract*</b>	<b>Current Item</b>	<b>3/19/2019</b>
Public Need Resolution	Future	2019
Construction Inspection Contract	N/A	--
Construction Contract	Future	2020

\* ROW Services are added to the Design Services Contract through Amendment 1.

**PROJECT NAME: 17<sup>th</sup> and Dunn Street and 17<sup>th</sup> and Kinser Pike/Madison Street Intersection Improvements**

**AMENDMENT NO. 1 TO THE AGREEMENT FOR CONSULTING SERVICES**

This Amendment No. 1 is made and entered into this day \_\_\_\_\_, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works, hereinafter referred to as the "BOARD" and Lochmueller Group, Inc., herein after referred to as the "CONSULTANT".

**WITNESSETH:**

WHEREAS, the BOARD and the CONSULTANT did on October 3, 2017 enter into an Agreement to provide services and documents for the improvements to the signalized intersections of 17<sup>th</sup> Street at Madison Street/Kinser Pike and 17<sup>th</sup> Street at Dunn Street, and

WHEREAS, in order to minimize the right-of-way impacts to adjacent properties it will be necessary to construct additional retaining walls at the Dunn Street intersection than were anticipated, and

WHEREAS, additional geotechnical investigation and design services will be required to include the retaining wall construction in the project, and

WHEREAS, it has been determined that an IDEM Rule 5 Permit is required, and

WHEREAS, it has been determined Right-of-Way Engineering is required for one (1) additional parcel at the 17<sup>th</sup> Intersection and Kinser Pike/Madison Street, and

WHEREAS, the project has advanced to where the BOARD desires to initiate the Right-of-Way Services required for the project, and

WHEREAS, the BOARD desires to engage the CONSULTANT to provide the additional services required, and

WHEREAS, the CONSULTANT has expressed an interest to provide the additional services, and

WHEREAS, in order for the CONSULTANT to provide the additional services, it is necessary to amend the original agreement, and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to amend the original agreement:

**I. The first paragraph of Article 4 is modified to read as follows:**

**Article 4. Compensation:** The BOARD shall pay Consultant a fee based on the payment schedule set forth in Exhibit "B", Schedule of Compensation. Exhibit "B" is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Two Hundred Fourteen Thousand Five Hundred Ninety-Five Dollars (\$214,595.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related

expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

**II. Item 2.3.1 of Appendix "A" is modified as follows:**

2.3.1 Perform a geotechnical evaluation of the existing subsurface conditions to develop recommendations necessary for the design and construction of the soil and/or rock supported elements. The subsurface exploration shall consist of drilling up to six (6) test borings for the Dunn Street intersection and up to two (2) test borings for the Kinser Pike/Madison Street intersection.

**III. The first paragraph under Item 2.7 Right-of-Way Engineering is modified to read as follows:**

2.7 Right-of-Way Engineering  
CONSULTANT shall provide right-of-way engineering services for up to two (2) parcels at the 17<sup>th</sup>/Dunn Street intersection and up to two (2) parcels at the 17<sup>th</sup>/Kinser Pike/Madison intersection. The services to be provided shall include:

**IV. Items 2.9.10 through 2.9.13, inclusive, are added to EXHIBIT "A" as follows:**

2.9.10 Buying Services  
2.9.11 Payment of compensation to property owners for right-of-way acquisition  
2.9.12 Legal services for the acquisition of right-of-way through Eminent Domain proceedings  
2.9.13 Recording of right-of-way transfer documents

**V. Item 2.10 Right-of-Way Services is added to EXHIBIT "A" as follows:**

2.10 Right-of-Way Services (17<sup>th</sup> and Dunn Only)  
2.10.1 Right-of-Way Management and Supervision  
The CONSULTANT shall be responsible for administering, scheduling, and coordinating the following activities necessary to complete the appraisal process for each parcel: Meetings, conferences, and communications with the Property Owner(s), the Attorney(s), the Engineer(s), the Appraiser(s), and the BOARD.  
2.10.2 Appraisal  
2.10.2.1 The Appraiser shall be a licensed appraiser in the State of Indiana, and on INDOT's approved Appraisers list.  
2.10.2.2 No work by the Appraiser shall be sublet, assigned or otherwise performed by anyone other than the Appraiser.  
2.10.2.3 Should the quality and/or progress of the appraisals be deemed unsatisfactory, the BOARD may terminate the services of the Appraiser by giving five (5) days written notice. The earned value of the work performed shall be based upon an estimate of the portion of the services as have been rendered by the Appraiser to the date of termination. All work, completed or partially completed, shall become the property of the BOARD.  
2.10.2.4 The Appraiser shall examine the plans for this project and review in

the field the various parcels herein designated.

- 2.10.2.5 The Appraiser shall give the owner of each parcel to be appraised the opportunity to accompany the Appraiser during the inspection of the parcel.
- 2.10.2.6 The appraisals shall be sufficiently documented to meet the minimum standards set out in the INDOT's procedures as approved by the FHWA. The Appraiser shall follow accepted principals and techniques in evaluation of real property in accordance with State Laws. Any appraisal that does not meet such requirements shall be further documented or reappraised as the case may be without additional compensation to the Appraiser.
- 2.10.2.7 The Appraiser shall furnish the BOARD with a comparable sales docket consisting of sufficient current sales data in the vicinity of the Project to establish a pattern of values. Each comparable property shall be identified by photograph and shall be located on county or township maps, which shall be a part of the comparable sales docket.
- 2.10.2.8 The Appraiser shall not give consideration to include in the appraisal any allowance for relocation assistance benefits.
- 2.10.2.9 Where an entire property is to be acquired, the estimate of just compensation shall be the fair market value of the property. Where only a part of a property is to be acquired, the estimate of just compensation shall be that amount arrived at in accordance with the laws governing just compensation applicable to the acquiring agency, including those laws governing compensable and non-compensable items and the treatment of general and special benefits. For either whole or partial acquisitions, the appraisal report shall show what, in the Appraiser's judgment, is a reasonable allocation of the "before value" to the various land, building, and other improvement components. For partial acquisitions, the appraisal report shall further show a similar allocation of the "after value".
- 2.10.2.10 In estimating just compensation for the acquisition of real property, appraisal reports shall, to the greatest extent practicable under State law, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
- 2.10.2.11 Documentation of estimates of value (either the before, the after, or the acquisition value), of damages, and/or of benefits shall be by



the most applicable and appropriate means available. If support for the after value by the usual methods of market or income data or indications from severance damage studies is not feasible, the Appraiser shall so state and explain why it is not feasible. In such instances, the Appraiser shall then fully explain the reasoning for his or her after value estimate.

2.10.2.12 The appraisal shall conform with statutory and judicial determinations regarding non-compensable items.

2.10.2.13 The Appraiser's report shall adequately address, as a minimum, the following:

2.10.2.13.1 The purpose of the appraisal, which includes a statement of value to be estimated and the rights or interests being appraised,

2.10.2.13.2 Identification of the property and its ownership, including at least a 5-year delineation of title,

2.10.2.13.3 Statement of appropriate contingent and limiting conditions, if any,

2.10.2.13.4 An adequate description of the neighborhood, the property, the portion of the property or interest therein being acquired, and the remainder(s) if any,

2.10.2.13.5 Identified photographs of the subject property, including all principal above ground improvements or unusual features affecting the value of the property to be acquired or damaged,

2.10.2.13.6 An identification or listing of the buildings, structures, and other improvements on the land as well as the fixtures which the Appraiser considered to be a part of the real property to be acquired,

2.10.2.13.7 The estimate of just compensation for or resulting from the acquisition. In the case of a partial acquisition, where appropriate, the Appraiser shall make a reasonable allocation of the estimate of just compensation for the real property to be acquired and for damages to remaining real property,

2.10.2.13.8 The date(s) on which and/or as of which, as appropriate, the just compensation is estimated. The effective date of value estimate must be the last day of inspection,

2.10.2.13.9 The certification, signature, and date of signature of the Appraiser,

2.10.2.13.10 Other descriptive material (maps, charts, plans, photographs),

2.10.2.13.11 The Federal Aid project number and parcel identification,

2.10.2.13.12 That the property owner was given the opportunity to accompany the Appraiser during the inspection of the property.

2.10.2.14 Appraisal reports shall be prepared in ink or typewritten, dated and signed by the individual making the appraisal prior to being submitted to a review appraiser.

2.10.2.15 Each appraisal report shall contain an appraiser's certification. A new certificate shall be prepared where there is a change in the appraisal report which affects the estimate of just compensation or changes the date of valuation. An exception to including all requirements in each appraisal report is permitted where project data containing the same information has been developed to supplement the reports. In such instances, an appropriate reference to the information may be considered as equivalent to its inclusion in the appraisal report.

2.10.2.16 The Appraiser agrees to furnish one (1) original and four (4) copies of the appraisal report.

2.10.2.17 At the request of the BOARD the Appraiser agrees to update reports for one (1) year after the initial completion of the report and/or testifying in court on behalf of the BOARD on any of the parcels described herein. All information contained in the appraisal report and all parts thereof are to be treated as a privileged communication. The Appraiser shall take all necessary steps to insure that no one divulges any information concerning the report except to a duly authorized representative of the BOARD until authorized in writing by the BOARD.

### 2.10.3 Review Appraisal

2.10.3.1 The Review Appraiser shall be a certified appraiser in the State of Indiana and on INDOT's Approved Appraiser/Review Appraisers' List.

2.10.3.2 The review appraisals shall not be sublet, assigned or otherwise performed by anyone other than the Review Appraiser.

2.10.3.3 The Review Appraiser shall examine the plans for this project, field inspect parcels herein designated and field inspect the comparable properties considered by the Appraiser.

2.10.3.4 The review appraisals shall be sufficiently documented to meet the minimum standards set out in the INDOT procedures as approved by the FHWA and shall be submitted on forms approved by the BOARD. The Review Appraiser shall follow accepted principles and techniques in evaluation of real property in accordance with State Laws. Any review appraisal that does not meet such

requirements shall be further documented without additional compensation to the Review Appraiser.

- 2.10.3.5 The Review Appraiser shall consider all pertinent value information that is available.
- 2.10.3.6 The Review Appraiser shall document all estimates of just compensation.
- 2.10.3.7 The Review Appraiser may at any time prior to settlement adjust his or her estimate of just compensation on the basis of additional value information.
- 2.10.3.8 The Review Appraiser shall examine the appraisal reports to determine that they:
  - 2.10.3.1 Are complete in accordance with INDOT's appraisal requirements,
  - 2.10.3.2 Follow accepted appraisal principles and techniques in the valuation of real property in accordance with existing State Laws,
  - 2.10.3.3 Contain or make reference to the information necessary to explain, substantiate, and thereby document the conclusions and estimates of value and/or just compensation contained therein,
  - 2.10.3.4 Include consideration of compensable items, damages and benefits and do not include compensation for items non-compensable under State Laws,
  - 2.10.3.5 Contain an identification or listing of the buildings, structures and other improvements on the land, as well as the fixtures which the appraiser considered to be a part of the real property to be acquired,
  - 2.10.3.6 Contain the estimate of just compensation for or resulting from the acquisition, and where appropriate, in the case of a partial acquisition, either in the report or in a separate statement, a reasonable allocation of the estimate of just compensation for the real property acquired and for damages to remaining real property.
- 2.10.3.9 Prior to finalizing the estimate of just compensation, the Review Appraiser shall request and obtain corrections or revisions of appraisal reports that do not substantially meet the requirements set forth by INDOT's appraisal guidelines and BOARD procedures. These shall be documented and retained in the parcel file.
- 2.10.3.10 The Review Appraiser may supplement an appraisal report with corrections of minor mathematical errors where such errors do not affect the final value conclusion. The Review Appraiser may also supplement the appraisal file where the following factual data have been omitted:
  - Project and/or parcel number
  - Owner's and/or tenant's names
  - Parties to transaction, date of purchase and deed book reference on sale of subject property and comparables

- Statement that there were no sales of subject property in the past five (5) years
  - Location, zoning, or present use of subject property or comparables
- 2.10.3.11 The Review Appraiser shall initial and date the corrections and/or factual data supplements to an appraisal report.
- 2.10.3.12 The Review Appraiser shall place in the parcel file a signed and dated Certificate of Review Appraiser and Conclusion of Fair Market Value form addressing the following:
- 2.10.3.12.1 The estimate of just compensation including, where appropriate, the allocation of compensation for the real property acquired, and for damages and/or special benefits to remaining real property, and an identification or listing of the buildings, structures and other improvements on the land, as well as the fixtures which he or she considered to be a part of the real property to be acquired; if such allocation or listing differs from that of the appraisal(s),
- 2.10.3.12.2 That as a part of the appraisal review there was or was not a field inspection of the parcel to be acquired and the comparable sales applicable thereto. If a field inspection was not made, the Review Appraiser shall state the reason(s),
- 2.10.3.12.3 That the Review Appraiser has no direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from its acquisition,
- 2.10.3.12.4 That the estimate has been reached independently, without collaboration or direction, and is based on appraisals and other factual data,
- 2.10.3.12.5 His/Her value estimate of items compensable under State Law but not eligible for Federal reimbursement, if any,
- 2.10.3.12.6 Prepare a Statement of the Basis for Just Compensation for the BOARD's signature.
- 2.10.3.13 In estimating just compensation for the acquisition of real property, the Review Appraiser shall, to the greatest extent practicable under State law, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
- 2.10.3.14 The Review Appraiser shall conform with statutory and judicial determinations regarding non-compensable items.
- 2.10.3.15 At the request of the BOARD the Review Appraiser agrees to update reports for one (1) year after the initial completion of the report and/or testify in court on behalf of the BOARD on any of the parcels described herein.

- 2.10.3.16 All information contained in the review appraisal report and all parts thereof are to be treated as a privileged communication. The Review Appraiser shall take all necessary steps to insure that no one divulges any information concerning the report except to a duly authorized representative of the BOARD, INDOT, and FHWA, until authorized in writing by the BOARD.
- 2.10.3.17 Should the quality and/or progress of the review appraisals be deemed unsatisfactory, the BOARD may terminate the services of the Review Appraiser by giving five (5) days written notice. The earned value of the work performed shall be based upon an estimate of the portion of the services as have been rendered by the Review Appraiser to the date of termination. All work, completed or partially completed, shall become the property of the BOARD.

**VI. Item 2.11 Permitting is added to EXHIBIT “A” as follows:**

2.11 Permitting

- 2.11.1 Rule 5 Erosion Control Plan - Complete the Storm Water Pollution Prevention Plan (SWPPP) and incorporate it into the overall design plans and complete the Notice of Intent (NOI) for the project.

**VII. EXHIBIT “B” is modified to read as follows:**

This project is to be conducted on a lump sum basis with an agreed Maximum Cost of Two Hundred Fourteen Thousand Five Hundred Ninety-Five Dollars (\$214,595.00). In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the BOARD or Planning and Transportation Department officials designated by the BOARD as project coordinator(s).

Classification	2019 Hourly Rate
Senior Project Manager	\$223.85
Senior Engineer (ENS)	\$200.78
Traffic Engineer IV (TE4)	\$190.70
Project Engineer III (EN3)	\$149.90
Engineer Designer IV (ED4)	\$130.45
Environmental Technician II	\$103.41
Manager of Admin Services (ZMA)	\$115.96
Chief of Surveying	\$166.55
Prof Land Surveyor IV (LS4)	\$153.94
Prof Land Surveyor III (LS3)	\$118.96
Survey Party Chief III (SP3)	\$95.20
Survey Party Chief II (SP2)	\$87.41
Survey Technician (SVT)	\$78.56
Right-of-Way Services Specialist	\$148.33
Direct Expenses	At Cost
Subconsultants	Cost + 5%

For the purpose of budgeting and progress tracking, the project will be invoiced based on percent complete in accordance with the following fee schedule:

17<sup>th</sup> Street and Dunn Street

Topographic Survey .....	\$13,300.00
Traffic Study .....	\$1,500.00
Geotechnical Evaluation .....	\$11,435.00
Right-of-Way Engineering .....	\$8,100.00
Project Management/Project Webpage Update .....	\$9,600.00
Utility Coordination.....	\$10,900.00
Roadway/Traffic Design .....	\$64,000.00
Construction Phase Office Services.....	\$3,000.00
Rule 5 Permit.....	\$2,500.00
Right-of-Way Management .....	\$500.00

17<sup>th</sup> Street and Kinser Pike/Madison Street

Topographic Survey .....	\$12,400.00
Geotechnical Evaluation .....	\$4,000.00
Right-of-Way Engineering .....	\$8,100.00
Project Management/Project Webpage Update .....	\$9,600.00
Utility Coordination.....	\$9,900.00
Roadway/Traffic Design .....	\$37,500.00
Construction Phase Office Services.....	\$300.000

The CONSULTANT shall receive as payment for performing the appraisals and review appraisals on a unit price basis based on the per parcel unit prices set forth below:

APPRAISAL TYPE *	APPRAISAL FEE	REVIEW APPRAISAL
Short form	\$2,690.00	\$1,290.00
Value-Finding	\$1,830.00	\$920.00
Waiver Valuation	\$645.00	\$380.00
* The Appraisal Type shown is for estimating the fees for this agreement. The actual fee will be based on the Appraisal Type as determined by the APA.		

The total fee to be paid to CONSULTANT for providing appraisal services shall not exceed Seven Thousand Nine Hundred Sixty Dollars (\$7,960.00), unless an amendment to this Agreement is approved in writing by the BOARD.

In consideration for condemnation proceedings, the BOARD agrees to pay the Right-of-Way Manager, Engineer, Appraiser, and Review Appraiser on a daily basis (or on a pro-rata basis for less than an eight (8) hour day) the following sums:

	<b>Pre-Trial Conference And Preparation:</b>	<b>Expert Witness Testimony In Court:</b>
R/W Manager	\$800/Day	\$800/Day
Engineer	\$800/Day	\$800/Day
Appraiser	\$800/Day	\$800/Day
Review Appraiser	\$800/Day	\$800/Day

CONSULTANT shall not provide condemnation proceeding services without receipt of written approval by the BOARD.

**VIII. Item 2.9.2 of EXHIBIT "A" is deleted.**

**IX. Items 2.9.10 and 2.9.11 are added to EXHIBIT "A" as follows:**

2.9.10 Rule 5 Inspections that will be required on a weekly basis or after every 0.5 inch rainfall event during and following project construction or the completion of the Notice of Termination (NOT) required to terminate the Rule 5 inspections.

**X. The following is added to EXHIBIT "B" as follows:**

Bidding Phase	May 31, 2019	
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Except as herein modified, changed and amended, all terms and conditions of the original Agreement dated October 3, 2017 shall continue in full force and effect.

This Amendment No. 1 increases the not-to-exceed fee of Two Hundred Thousand Four Hundred Dollars (\$200,400.00) by Fourteen Thousand One Hundred Ninety-Five Dollars (\$14,195.00) to a new not-to-exceed fee of Two Hundred Fourteen Thousand Five Hundred Ninety-Five Dollars (\$214,595.00).

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

City of Bloomington  
Board of Public Works

Lochmueller Group, Inc.

By: \_\_\_\_\_  
Kyla Cox Deckard

\_\_\_\_\_  
Michael R. Hinton  
President/Chief Executive Officer

By: \_\_\_\_\_  
Beth H. Hollingsworth

\_\_\_\_\_  
Matthew E. Wannemuehler  
Vice President/Chief Administrative Officer

By: \_\_\_\_\_  
Dana Palazzo

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



## Board of Public Works Staff Report

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**Project/Event:** Request of an Encroachment Agreement for existing driveway and new Fence at 868 S Woodscrest

**Staff Representative:** Dan Backler

**Petitioner/Representative:** Michelle Herman, Owner

**Date:** March 19, 2019

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**Report:** The owner of the residence at 868 S Woodscrest proposes the construction of a fence in the right of way adjacent to the property.

The original plat of the area included a portion of right of way that runs south of the petitioner's property. The right of way was never improved and has been used to construct a driveway for this residence years before the petitioner owned the property.

The right of way provides no connectivity which is to say that it is not possible to get from this location to any other public space to the west, north, or south without going on private property. The fence will not prohibit pedestrian access to the right of way, it will only guide pedestrian traffic away from private property. Lastly, a gate will be installed so that utilities in the right of way will have access to their facilities.

**Recommendation and Supporting Justification:** The structures, both existing and proposed, do not block any line of sight or pedestrian walkways. Staff finds the request to be acceptable and recommends approval of the resolution.

**Recommend**  **Approval**  **Denial** by           Dan Backler



**BOARD OF PUBLIC WORKS  
RESOLUTION 2019-28**

**Encroachment with Fence and Existing Driveway**

**WHEREAS**, the Michelle J. Herman Revocable Trust (hereinafter “Owner”) owns the real property at 868 South Woodscrest Drive, which real estate is more particularly described in a deed recorded as Instrument Number 2018013156 in the Office of the Recorder of Monroe County (hereinafter “Real Estate”); and

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

**WHEREAS**, a recent field inspection of the Real Estate identified that the existing driveway of the Real Estate encroaches onto and over the public right of way adjacent to South Woodscrest Drive owned by the City of Bloomington (“City”); and

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

**WHEREAS**, a fence has been proposed to be built at this location as depicted in Exhibit A, attached hereto and incorporated herein; and

**WHEREAS**, the proposed fence and the existing structures do not prohibit pedestrian traffic along the right of way; and

**WHEREAS**, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks;

**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 of 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 encroachments may be made onto the right of way without first obtaining the Board of Public Works' approval for the additional encroachment.

3. Owner agrees to maintain the described encroachments and to keep them safe and attractive.

4. The Owner acknowledges that the Board may alter the terms and conditions of this Resolution to address unanticipated problems or may revoke permission if the Board determines the encroachments are undesirable in terms of the general welfare of the City.

5. If at any time it is determined that the right of way 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 encroachments. 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. In the event the Owner sells the Property during the term of this authorization, this authorization will continue under the original conditions and be binding on its successor. However, if current Owner or the new Owner wishes to change the encroachments in any way, they must first return to the Board of Public Works for permission to do so.

7. Notice shall be given by the City to Owner, at Owner's last known address, by United States Certified Mail or recognized national overnight delivery carrier.

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

9. 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.

10. By executing this Resolution on behalf of the Owner, Michelle J. Herman, as Trustee of the Real Estate Owner, represents and certifies that she 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.

11. 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**

**MICHELLE J. HERMAN  
REVOCABLE TRUST, OWNER**

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

By: \_\_\_\_\_  
Michelle J. Herman, Trustee

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

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

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

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

STATE OF INDIANA        )  
  )        SS:  
COUNTY OF MONROE    )

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 \_\_\_\_\_)        SS:

Before me, a Notary Public in and for said County and State, personally appeared Michelle J. Herman, who acknowledged the execution of the foregoing Resolution as her 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

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 instrument was prepared by Jacquelyn F. Moore, Attorney at Law, City of Bloomington, P. O. Box 100, Bloomington, Indiana.

February 2, 2019

Board of Public Works  
City of Bloomington, Indiana  
401 N. Morton Street, Suite 120  
Bloomington, IN 47404

Daniel Backler, P.E.  
Planning and Transportation  
401 N. Morton Street, Suite 130  
Bloomington, IN 47404

Re: Request for Encroachment Resolution

Dear Board Members and Mr. Backler:

My name is Michelle Herman. Recently, I purchased my home at 868 S. Woodscrest Drive in Bloomington. After moving in, I noticed that people regularly walk across my property, on my driveway and by my garage pad area. As an anesthesiologist, I am regularly on call for the hospital and I drive to and from my home at all hours. Having people walking across my property, on my driveway, and around my garage at virtually any time of the day, creates serious security concerns (as well as privacy issues). I would like to erect a fence on the south side of my driveway to prevent this uninhibited access to the areas around my garage and home.

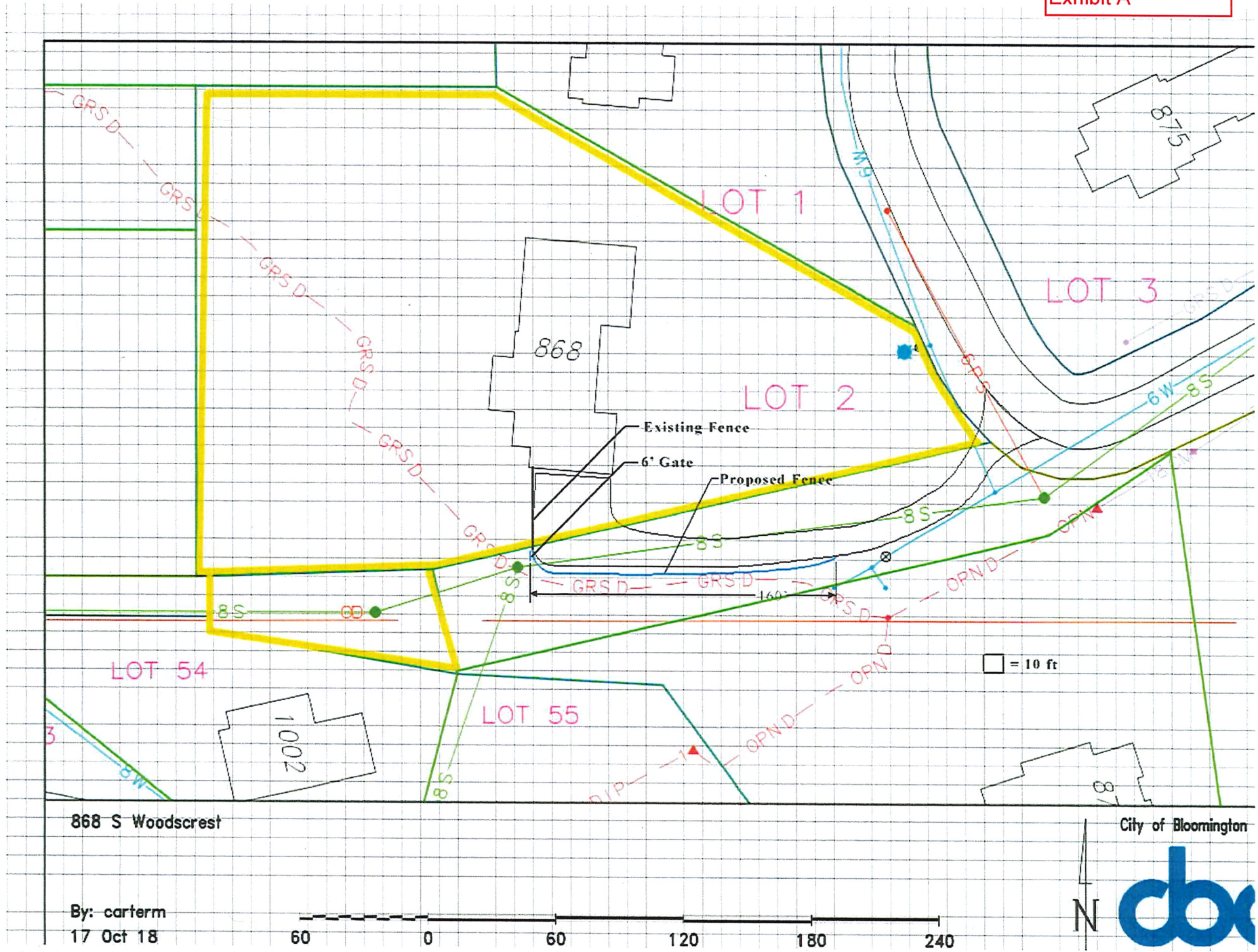
In researching the fence location, I was provided a "Woodscrest addition" plat which shows an old street right of way which runs along the southern edge of my property and underlays part of my driveway. This area was previously considered to be a future continuation of Woodscrest Drive which was never completed. Instead, it now dead ends into a piece of my property that was previously added to my lot. The fence I would like to construct, while inhibiting people from crossing my property, particularly near my garage and house, will not interfere with foot traffic on the remaining south side of the right of way. Nor will the fence prevent the city's access to nearby utilities (specifically the sewer line below). Since I have also learned that part of my driveway sits on part of this right of way, I am also requesting a resolution to address this long existing situation. I am therefore formally requesting an encroachment resolution be granted to include both my driveway and my proposed added fence.

I have attached a drawing of the plat and the planned fence for your evaluation. Please call or email me if you have any questions. Thank you.

Respectfully,

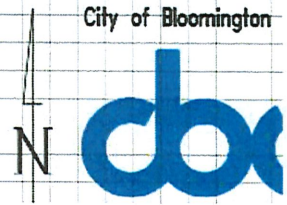


Michelle Herman  
868 S. Woodscrest Drive  
Bloomington, IN 47401



868 S Woodscrest

By: carterm  
17 Oct 18



I hereby certify that the within plat is true and correct and represents a survey of a part of the Northeast quarter of Section Three (3), Township Eight (8) North, Range One (1) West, in Monroe County, Indiana, being more particularly described as follows:

Beginning at a point on the South line of a roadway grant to Monroe County as recorded in Deed Record Book 156 at page 358-359, said point being One Thousand Five Hundred Sixty and thirty-two hundredths (1560.32) feet South and Two Thousand One Hundred Two and thirty-eight hundredths (2102.38) feet East of the Northwest corner of said Northeast quarter; thence North Forty (40) degrees Zero (00) minutes Thirty (30) seconds West a distance of Two Hundred Two and Seventy-one hundredths (210.71) feet; thence North Six (6) degrees Forty (40) minutes Thirty (30) seconds East a distance of Three Hundred One and Five-tenths (301.5) feet to the Southeast corner of a tract heretofore deeded to Morris O. Gumbly and Mary Ellen Gumbly, husband and wife, as recorded in Deed Record Book 156 at page 443; thence North Eighty-four (84) degrees Thirty-seven (37) minutes East on the South line of said Gumbly tract a distance of Two Hundred and Five-tenths (200.5) feet to the center line of Woodcrest Drive; thence South Seven (7) degrees Twenty-one (21) minutes West on said center line a distance of One Hundred Sixty-nine and five-tenths (169.25) feet; thence continuing on said center line South Seven (7) degrees Fifty-two (52) minutes West a distance of One Hundred Seventy-six and five-tenths (176.5) feet; thence continuing on said center line South Thirteen (13) degrees Forty-four (44) minutes West a distance of Two (2.0) feet to the Southeast corner of a tract heretofore deeded to Irwin T. Reiger and Betty Susan Reiger, husband and wife, as recorded in Deed Record Book 155 at pages 67-70; thence North Eighty-one (81) degrees Twenty-nine (29) minutes West on the South line of said Reiger tract a distance of One Hundred Eighty-eight and Forty-seven hundredths (188.47) feet to a point on the East line of a tract heretofore deeded to the Metropolitan Schools as recorded in Deed Record Book 115 at page 40; thence South Zero (00) degrees Thirty-nine (39) minutes West on said East line a distance of One Hundred Sixteen and One-tenth (116.1) feet; thence North Eighty-nine (89) degrees Fifty-one (51) minutes West a distance of One Hundred Forty and Sixty-four hundredths (140.64) feet; thence South Zero (00) degrees Seventeen (17) minutes West a distance of Two Hundred Twenty-nine and Thirty-eight hundredths (229.38) feet; thence South Eighty-nine (89) degrees Forty-three (43) minutes East a distance of One Hundred Five (105) feet; thence South Eleven (11) degrees Fifty-eight (58) minutes East a distance of Fifty (50) feet; thence North Seventy-eight (78) degrees Two (02) minutes East a distance of Two Hundred Eighty-six and Seventy-two hundredths (286.72) feet; thence North Fifty-six (56) degrees Forty-five (45) minutes East a distance of Three Hundred Sixteen (316.0) feet and to the point of beginning, containing Five and Forty-nine hundredths (5.49) acres, more or less. All of the above-referenced deeds are recorded in the office of the Recorder of Monroe County, Indiana.

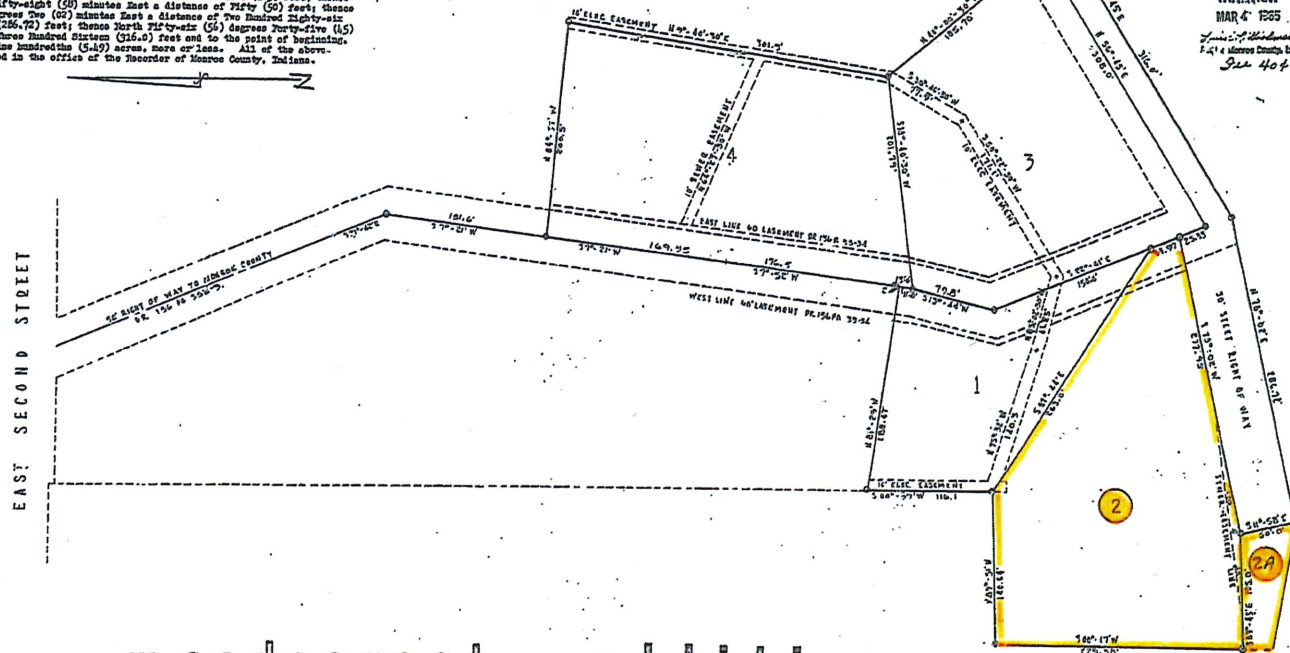
I, Robert C. Sipes, hereby certify that I am a Land Surveyor licensed in compliance with the laws of the State of Indiana; that this plat correctly represents a survey completed by me on the 26th day of January, 1965; that all the monuments shown thereon actually exist; and that their location, size, type and material are actually shown.

*Robert C. Sipes*  
 Robert C. Sipes  
 Registered Land Surveyor #9016

The undersigned, MASTRINE DEVELOPMENT CORPORATION, by Ralph Rogers, President, and Wayne R. Cowers, Secretary, being the owner of the within described real estate, does hereby lay-off, plat and sub-divide the same into lots and streets in accordance with the within plat.

- The within plat shall be known and designated as "WOODCREST ADDITION".
- The streets shown and not heretofore dedicated or conveyed are hereby dedicated to the public.
  - There are strips of ground as shown on the plat marked or designated for specific utility uses, which are hereby reserved for the use of the public utilities so designated for the installation and maintenance of water, gas, sewer, electric, wires, sewers or drains, as the respective assessment shall require, and to the easements hereto reserved, on and over which no permanent structure or structures shall be erected or maintained.

(Continued to Sheet 2 of 2.)



WOODCREST ADDITION

Book 5  
 Page 27A  
 PB-10

RECORDED  
 MAR 4 1965  
*Paul H. Howell*  
 Notary Public

DULY CERTIFIED FOR  
 TAXATION  
 MAR 4 1965  
*Paul H. Howell*  
 Notary Public

sheet  
 1 of 2



**CURRENT CONDITIONS**





ARTIST'S RENDERING



## Board of Public Works Staff Memo

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**Project/Event:** Approve Settlement Agreement and Dedication of Right-of-Way at  
S. 1<sup>st</sup> Street and Euclid Avenue

**Meeting Date:** March 19, 2019

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The staff report for this agenda item could not be completed in time to be added to the packet. The document will be presented to the Board members at the work session on Monday, March 18th in the Kelly Conference Room.

# SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereafter "Agreement") is entered into by and between the City of Bloomington, Indiana (hereafter "City") and Robert V. Shaw and Nancy L. Shaw (hereafter "Owners"). Collectively, the City and Robert V. Shaw and Nancy L. Shaw shall hereafter be known as "the Parties."

WHEREAS, on January 7, 1997, the City of Bloomington and Robert V. Shaw entered into an agreement to resolve discrepancies between the platted right of way for Euclid Avenue and the physical location of pavement used by the City as Euclid Avenue; and

WHEREAS, while the agreement referenced above was entered by Robert V. Shaw, the property on Euclid Avenue is owned by Robert V. Shaw and Nancy L. Shaw, and therefore Nancy L. Shaw shall be included as a party; and

WHEREAS, in an effort to resolve this matter outside a court of law, the Parties seek to fully compromise, resolve and settle the alleged right of way discrepancy for Euclid Avenue and to establish the permanent location for the City's Euclid Avenue right of way;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

- 1) Incorporation of Recitals. The above recitals are incorporated herein by reference and are made a part hereof as though set forth in full. These recitals shall constitute representations, warranties, covenants and agreements of the Parties to whom they relate.
- 2) Settlement. The Parties mutually agree that the paved portion of Euclid Avenue shall remain in its present location as depicted in the Boundary Survey of Part of Seminary Lots 58 and 59, recorded on July 22, 1997, in Book 4, Pages 299-300. Owners acknowledge and agree that they shall dedicate as permanent right of way eighteen feet (18') to the West off of the entire length of Owners' eastern property line as depicted on said Survey to the City of Bloomington, Indiana, and as described and depicted in Exhibit A, attached hereto and incorporated herein. The City shall prepare and present the Dedication of Public Right of Way document to Owners for their execution.
- 3) Payment. In full and final settlement of any and all claims or allegations which are the subject of this Settlement Agreement and Release, the City shall pay the sum of Seventy-Five Thousand Dollars (\$75,000.00) to Owners. The City shall issue the payment described in this paragraph within thirty (30) calendar days of the effective date of this Agreement and upon Owners' execution of the Dedication of Public Right of Way.
- 4) Payments Result of Compromise. The payment which the City has agreed to make under this Agreement results from negotiations between the Parties.
- 5) Mutual Release. The Parties, on behalf of themselves, their predecessors, successors, assigns, and all persons acting by, through, under, or in concert with them, hereby release and discharge the other Party, together with their predecessors, successors, assigns, and all persons acting by, through, under, or in concert with them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, expenses, and punitive damages, of any nature whatsoever, known or unknown, which either Party has, or may have had, against the other Party, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the Parties' agreement reflecting the terms thereof, and for any other acts or omissions of the other Party up to and including the effective date hereof.

This Agreement resolves any claim for relief that could have been alleged, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from the Parties' business relationship and/or any contracts reflecting the terms thereof.

- 6) Acknowledgment of Settlement. The Parties acknowledge that the consideration set forth in this Agreement, which includes, but is not limited to, the payment described in paragraph two (2) above,

is in full settlement of all claims or losses of whatsoever kind or character that they have, or may ever have had against the other Party related to or arising from the Parties' relationship and/or any contracts reflecting the terms thereof.

- 7) Agreement is Legally Binding. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates.
- 8) Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the Parties hereto.
- 9) Severability and Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.
- 10) Authority to Execute Agreement. By signing below, each Party warrants and represents that each person signing this Agreement on his or her own behalf has authority to bind that Party.
- 11) No Party is the Drafter. None of the Parties shall be considered the drafter of this Settlement Agreement and Release or any provision hereof for the purposes of any statute, case law or rule construction that would or might cause any provision to be construed against the drafter hereof.
- 12) Effective Date. The terms of the Agreement will be effective on latest date indicated in the signature block below.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Agreement to be executed as of the date(s) set forth below.

\_\_\_\_\_  
Robert V. Shaw

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nancy L. Shaw

\_\_\_\_\_  
Date

**City of Bloomington Department of Public Works**

By: \_\_\_\_\_  
Adam Wason, Director

\_\_\_\_\_  
Date

**City of Bloomington Board of Public Works**

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

\_\_\_\_\_  
Date

**PUBLIC RIGHT OF WAY DEDICATION**

THIS INDENTURE WITNESSETH, that Robert V. Shaw and Nancy L. Shaw, husband and wife, (hereinafter "Grantors") being the fee simple owners of all the real estate described herein, do hereby convey, warrant and dedicate to the City of Bloomington Board of Public Works, Monroe County, Indiana, certain real estate located in Monroe County, in the State of Indiana, more particularly described on Exhibit A, attached hereto and made a part hereof.

The above and foregoing real estate is hereby dedicated in perpetuity to the public as a roadway and thoroughfare.

This dedication is made subject to all existing easements and rights of way.

This conveyance of real estate is not subject to Indiana gross income tax.

The Grantors hereby covenant that they are the owner in fee simple of the real estate, are lawfully seized thereof, and have authority to grant and convey the foregoing right of way.

IN WITNESS WHEREOF, Grantors have executed this Public Right of Way Dedication as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

GRANTORS:

\_\_\_\_\_  
Robert V. Shaw

\_\_\_\_\_  
Nancy L. Shaw

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

Before me, a Notary Public in and for said County and State, personally appeared Robert V. Shaw, a Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be his voluntary act and deed and who being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

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

\_\_\_\_\_  
Printed Name of Notary Public

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

Before me, a Notary Public in and for said County and State, personally appeared Nancy L. Shaw, a Grantor in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be her voluntary act and deed and who being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

**ACCEPTANCE OF DEDICATION OF PUBLIC RIGHT OF WAY**

The City of Bloomington Board of Public Works, Monroe County, Indiana, hereby accepts the foregoing dedication as a public street this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS**

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

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

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

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said county and state, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, at which time Kyla Cox Deckard, Beth H. Hollingsworth, and Dana Palazzo, as Officers of the City of Bloomington Board of Public Works, personally appeared and acknowledged the execution of the above and foregoing PUBLIC RIGHT OF WAY DEDICATION to be a voluntary act and deed.

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

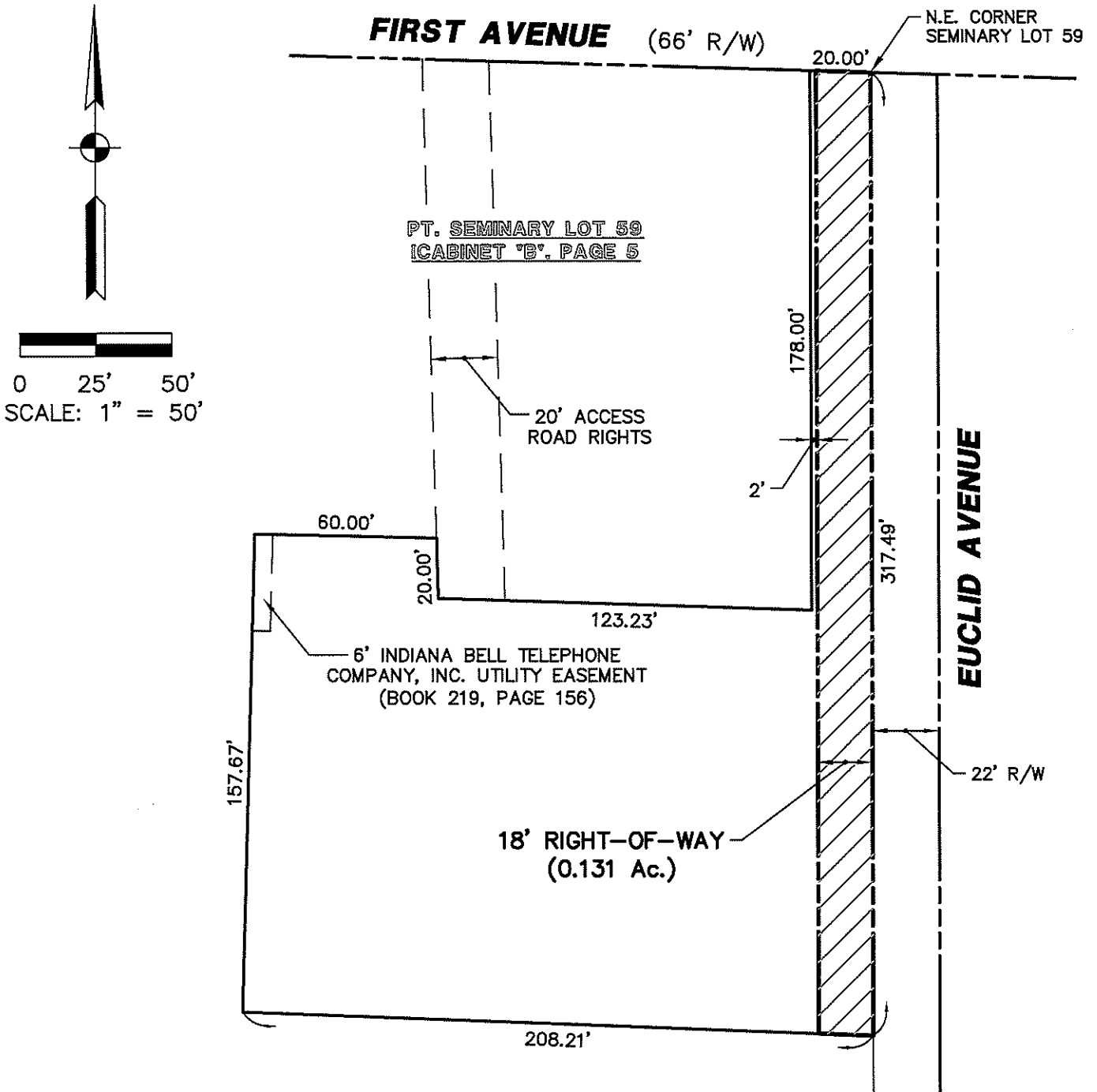
County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

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 instrument was prepared by Jacquelyn F. Moore, Attorney at Law, City of Bloomington, P. O. Box 100. Bloomington, IN.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington, 401 N. Morton Street, Bloomington, Indiana 47404.




**RIGHT-OF-WAY DEDICATION**  
ROBERT V. AND NANCY L. SHAW, H/W  
903 WEST 1st. STREET  
BLOOMINGTON, IN 47403



**NOTE:**  
THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT.

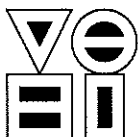
 RIGHT-OF-WAY DEDICATION AREA (0.131 AC.)

**LEGEND**

	RIGHT-OF-WAY LINE
	PROPERTY LINE
	LOT LINE

RIGHT-OF-WAY DEDICATION PART OF SEMINARY LOT 59 - P.C. "B", PAGE 5 CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA	VS Proj. No. 18-4002
ROBERT V. AND NANCY L. SHAW, H/W DEED BOOK 445 PAGE 617-618, DATED 05/31/1996 STATE PARCEL No. 53-08-05-100-090.000-009	Drawn By: TBG
	Date: 01/25/2019
	Checked By: VJB
	Date: 01/29/2019

THIS EXHIBIT WAS PREPARED BY:



**VS ENGINEERING, INC.**

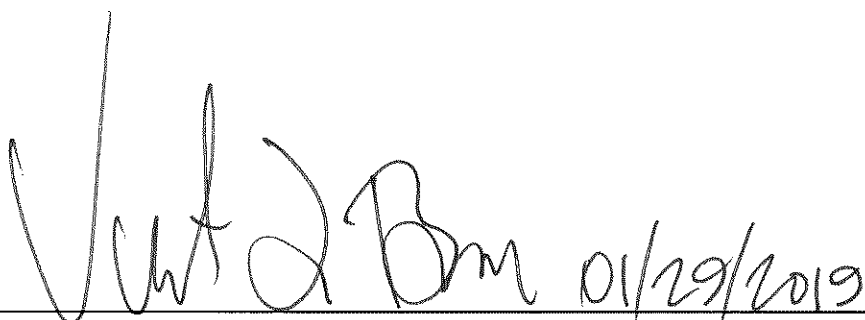
4275 N. HIGH SCHOOL RD. INDIANAPOLIS, INDIANA 46254  
TEL. (317) 293-3542 FAX: (317) 293-4737

**RIGHT-OF-WAY DEDICATION**

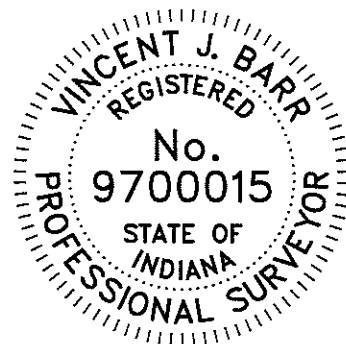
RIGHT-OF-WAY DEDICATION

A part of Seminary Lot 59 in the City of Bloomington, a subdivision located in Section 5, Township 8 North, Range 1 West, Monroe County, Indiana, the plat of which subdivision is recorded in Plat Cabinet "B", Page 5 in the office of the Recorder of said County, and being that part of the grantor(s) land as described in Deed Record 445 Page 617-618, more particularly described as follows:

18 feet off of the east side of the parcel owned by Robert V. and Nancy L. Shaw, H/W, the east line of said parcel being the east line of said Lot 59, containing 0.131 acres, more or less, subject to all pertinent rights-of-way and easements.

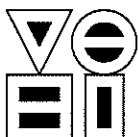
 01/29/2019

VS ENGINEERING, INC.  
VINCENT J. BARR, P.S.  
PROFESSIONAL SURVEYOR NO. 9700015  
STATE OF INDIANA



RIGHT-OF-WAY DEDICATION PART OF SEMINARY LOT 59 - P.C. "B", PAGE 5 CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA	VS Proj. No. 18-4002
ROBERT V. AND NANCY L. SHAW, H/W DEED BOOK 445 PAGE 617-618, DATED 05/31/1996 STATE PARCEL No. 53-08-05-100-090.000-009	Drawn By: TBG
	Date: 01/25/2019
	Checked By: VJB
	Date: 01/29/2019

THIS EXHIBIT WAS PREPARED BY:



**VS ENGINEERING, INC.**

4275 N. HIGH SCHOOL RD. INDIANAPOLIS, INDIANA 46254  
TEL. (317) 293-3542 FAX: (317) 293-4737





# Board of Public Works Staff Report

**Project/Event:** Flooring at Fire Station #1

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

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

**Meeting Date:** 3/19/19

This project is for the installation of 180 square feet of flooring at Fire Station #1. Three quotes were solicited. They are as follows:

Bounds Flooring	\$3,776.50
Owen Valley Flooring	\$2,262.20
Wylie's Floor Covering	\$2,135.90

Staff recommends approval of the contract with Wylie's Floor Covering, Inc. for the amount of Two Thousand One Hundred Thirty-Five Dollars and Ninety Cents (\$2,135.90).

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

WYLIE'S FLOOR COVERING, INC.

FOR

FLOORING 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 Wylie's Floor Covering, Inc., (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Flooring in office of Fire Station #1**, (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 45 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 Two Thousand One Hundred Thirty-Five Dollars (\$2,135.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

### **ARTICLE 4. RETAINAGE**

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

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

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

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

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

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

## **ARTICLE 5. GENERAL PROVISIONS**

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

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

### **5.02 Abandonment, Default and Termination**

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

### **5.03 Successors and Assigns**

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

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

### **5.04 Extent of Agreement: Integration**

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

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

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

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

**5.05 Insurance**

**5.05.01**

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage,	and \$2,000,000 in the
contractual liability, products-completed operations,	aggregate
General Aggregate Limit (other than Products/Completed Operations)	
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	Wylie’s Floor Covering, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: David England
P.O. Box 100 Suite 110	1130 S. Walnut St.
Bloomington, Indiana 47402	Bloomington, Indiana 47401

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

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

**5.17 Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18 Verification of Employees' Immigration Status**

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

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

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

**5.19 Non-Collusion**

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

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

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

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

City of Bloomington  
Bloomington Board of Public Works

Wylie's Floor Covering, Inc.

BY:

BY:

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

\_\_\_\_\_  
David England, President

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

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

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **Flooring at Fire Station #1**

*This project shall include, but is not limited to:*

1. Installation of 180 rubber tiles
2. Labor to take up old tile.
3. Disposal of old tile.
4. Installation of 240' of cove base.
5. Installation of 1 stair tread
6. Contractor shall provide flooring materials and adhesives.



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

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

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

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



**ATTACHMENT D**

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

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

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

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

\_\_\_\_\_  
(Name and Title of Person Signing)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

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

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





# Board of Public Works Claim Register

Invoice Date Range 03/11/19 - 03/22/19

Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
<b>Department 01 - Animal Shelter</b>				
<b>Program 010000 - Main</b>				
<b>Account 43430 - Animal Adoption Fees</b>				
Jamie Persinger	01-refund adoption fee-canine		03/22/2019	75.00
Bradley Purtlebaugh	01-refund adoption fee-canine		03/22/2019	55.00
Sarah Timberlake	01-refund adoption fee		03/22/2019	75.00
Billy Welch	01-refund adoption fee		03/22/2019	75.00
	<b>Account 43430 - Animal Adoption Fees Totals</b>		4	<u>\$280.00</u>
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	01-permanent markers		03/22/2019	2.76
6530 - Office Depot, INC	01-pens, sticky notes, index cards, folders		03/22/2019	23.84
	<b>Account 52110 - Office Supplies Totals</b>		2	<u>\$26.60</u>
<b>Account 52210 - Institutional Supplies</b>				
313 - Fastenal Company	01-roll towels-2/26/19		03/22/2019	48.60
313 - Fastenal Company	01-sprayer, spray bottles		03/22/2019	12.99
313 - Fastenal Company	01-bleach, roll towels		03/22/2019	85.95
3929 - IDEXX Laboratories, INC	01-Parvo tests-2/21/2019		03/22/2019	201.00
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-LG-2/21/19		03/22/2019	56.49
4633 - Midwest Veterinary Supply, INC	01-poo bags, antiparasitics, pain meds-2/21/19		03/22/2019	525.83
4633 - Midwest Veterinary Supply, INC	01-rabbit food-Western Timothy hay-50lb-1/3/19		03/22/2019	36.54
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-XL-2/21/19		03/22/2019	112.98
4633 - Midwest Veterinary Supply, INC	01-anti parasites, vaccines, boot covers, disinfectant-2/27/19		03/22/2019	699.40
4137 - Patterson Veterinary Supply, INC	01-fluids, syringes-3/4/19		03/22/2019	191.77
4137 - Patterson Veterinary Supply, INC	01-PPE-Coverall-3/3/19		03/22/2019	84.81
	<b>Account 52210 - Institutional Supplies Totals</b>		11	<u>\$2,056.36</u>
<b>Account 52240 - Fuel and Oil</b>				
557 - Vicki Lynn Minder	01-gas/windshield wiper fluid-trip meet w/HSUS-canine		03/22/2019	38.98
	<b>Account 52240 - Fuel and Oil Totals</b>		1	<u>\$38.98</u>
<b>Account 52310 - Building Materials and Supplies</b>				
394 - Kleindorfer Hardware & Variety	01-hose washers		03/22/2019	1.38
	<b>Account 52310 - Building Materials and Supplies Totals</b>		1	<u>\$1.38</u>
<b>Account 52340 - Other Repairs and Maintenance</b>				
53005 - Menards, INC	01-bolt cutters, hitch mount carrier		03/22/2019	198.98
	<b>Account 52340 - Other Repairs and Maintenance Totals</b>		1	<u>\$198.98</u>
<b>Account 52430 - Uniforms and Tools</b>				
4832 - Animal Care Equipment & Services, LLC	01-bite gloves, cat trap		03/22/2019	186.85
	<b>Account 52430 - Uniforms and Tools Totals</b>		1	<u>\$186.85</u>
<b>Account 53160 - Instruction</b>				
3560 - First Financial Bank / Credit Cards	01-Hotel for the employees to stay for the Midwest Vet Conf		03/22/2019	705.78
3560 - First Financial Bank / Credit Cards	01-Hotel for the employees to stay for the Midwest Vet Conf		03/22/2019	705.78
	<b>Account 53160 - Instruction Totals</b>		2	<u>\$1,411.56</u>
<b>Account 53220 - Postage</b>				
4487 - PMB East, INC (PakMail)	01-BOH shipping-2/26/19		03/22/2019	13.30
	<b>Account 53220 - Postage Totals</b>		1	<u>\$13.30</u>
<b>Account 53610 - Building Repairs</b>				
6378 - ANN-KRISS, LLC	19-ACC-painting kennels-28 hours	BC 2019-14	03/22/2019	1,660.00
321 - Harrell Fish, INC	19-Street Dept-repair outside drain which is clogged	BC 2019-23	03/22/2019	465.00
1537 - Indiana Door & Hardware Specialties, INC	19-ACC-armour plates installed in kennels	BC 2019-23	03/22/2019	828.00
1537 - Indiana Door & Hardware Specialties, INC	19-ACC-Yale architectural series closure	BC 2019-23	03/22/2019	108.00
	<b>Account 53610 - Building Repairs Totals</b>		4	<u>\$3,061.00</u>
<b>Account 53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	01-National Animal Care & Control Assoc. membership dues-		03/22/2019	150.00
	<b>Account 53910 - Dues and Subscriptions Totals</b>		1	<u>\$150.00</u>
	<b>Program 010000 - Main Totals</b>		29	<u>\$7,425.01</u>



# Board of Public Works Claim Register

Invoice Date Range 03/11/19 - 03/22/19

Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-2/18-2/28/19		03/22/2019	1,611.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit, medication-1/9/2019		03/22/2019	14.00
	Account <b>53130 - Medical</b> Totals		2	\$1,625.00
Account <b>53160 - Instruction</b>				
3560 - First Financial Bank / Credit Cards	01-Midwest Vet Conf-Samuelson & Ritchel-2/20-2/24/19		03/22/2019	1,270.00
	Account <b>53160 - Instruction</b> Totals		1	\$1,270.00
	Program <b>010001 - Donations Over \$5K</b> Totals		3	\$2,895.00
	Department <b>01 - Animal Shelter</b> Totals		32	\$10,320.01
Department <b>02 - Public Works</b>				
Program <b>020000 - Main</b>				
Account <b>46060 - Other Violations</b>				
Catherine Dyar	14-refund over payment pkg citations A1701360 & B1701032		03/22/2019	80.00
Craig W. Erekson	14-refund over payment pkg citation L1700854		03/22/2019	40.00
	Account <b>46060 - Other Violations</b> Totals		2	\$120.00
Account <b>52110 - Office Supplies</b>				
6530 - Office Depot, INC	02-pens & folders		03/22/2019	7.82
6530 - Office Depot, INC	02-Admin Document Folders		03/22/2019	110.97
53442 - Paragon Micro, INC	02-New monitor for Customer Service Rep PW Admin		03/22/2019	149.99
	Account <b>52110 - Office Supplies</b> Totals		3	\$268.78
Account <b>53160 - Instruction</b>				
3560 - First Financial Bank / Credit Cards	02-hotel/airfare/conf-Boston Conf-2/24-2/28/19		03/22/2019	950.00
	Account <b>53160 - Instruction</b> Totals		1	\$950.00
Account <b>53210 - Telephone</b>				
1079 - AT&T	02-Radio circuits-phone charges 1/29-2/28/19		03/14/2019	180.64
	Account <b>53210 - Telephone</b> Totals		1	\$180.64
Account <b>53230 - Travel</b>				
3560 - First Financial Bank / Credit Cards	02-hotel/airfare/conf-Boston Conf-2/24-2/28/19		03/22/2019	1,150.10
	Account <b>53230 - Travel</b> Totals		1	\$1,150.10
Account <b>53830 - Bank Charges</b>				
3560 - First Financial Bank / Credit Cards	02-food for interview panel for PW position-Dir. of Pkg		03/22/2019	34.03
	Account <b>53830 - Bank Charges</b> Totals		1	\$34.03
Account <b>53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	02-hotel/airfare/conf-Boston Conf-2/24-2/28/19		03/22/2019	123.00
	Account <b>53910 - Dues and Subscriptions</b> Totals		1	\$123.00
	Program <b>020000 - Main</b> Totals		10	\$2,826.55
	Department <b>02 - Public Works</b> Totals		10	\$2,826.55
Department <b>03 - City Clerk</b>				
Program <b>030000 - Main</b>				
Account <b>53160 - Instruction</b>				
3560 - First Financial Bank / Credit Cards	03-IIMC Conference fee-Bolden		03/22/2019	969.00
	Account <b>53160 - Instruction</b> Totals		1	\$969.00
Account <b>53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	03-IIMC 2019 Dues-Bolden		03/22/2019	210.00
	Account <b>53910 - Dues and Subscriptions</b> Totals		1	\$210.00
Account <b>53990 - Other Services and Charges</b>				
205 - City Of Bloomington	03-table reservation-2019 WHM Lunch		03/22/2019	275.00
	Account <b>53990 - Other Services and Charges</b> Totals		1	\$275.00
	Program <b>030000 - Main</b> Totals		3	\$1,454.00
	Department <b>03 - City Clerk</b> Totals		3	\$1,454.00
Department <b>04 - Economic &amp; Sustainable Dev</b>				
Program <b>040000 - Main</b>				
Account <b>53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	04 - Hootsuite Platform for 2019-2/2-3/1/2019		03/22/2019	5.99
	Account <b>53910 - Dues and Subscriptions</b> Totals		1	\$5.99
Account <b>53960 - Grants</b>				
20295 - Humanetrix Foundation, INC	04 - The 2019 Combine Sponsorship		03/22/2019	5,000.00



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		Account <b>53960 - Grants</b> Totals	1	\$5,000.00
Account <b>53990 - Other Services and Charges</b> 6515 - Green Camino, INC	04 - 2019 composing agreement - city facilities		03/22/2019	300.00
		Account <b>53990 - Other Services and Charges</b> Totals	1	\$300.00
		Program <b>040000 - Main</b> Totals	3	\$5,305.99
		Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	3	\$5,305.99
Department <b>05 - Common Council</b> Program <b>050000 - Main</b> Account <b>52410 - Books</b> 3956 - West Publishing Corporation (Thomson Reuters)	10-2019 Westlaw -- Book Subscription		03/22/2019	198.25
		Account <b>52410 - Books</b> Totals	1	\$198.25
Account <b>52420 - Other Supplies</b> 5081 - The MacExperience, INC	05-85W Magsafe 2 Power adapter for Cm IPS		03/22/2019	79.00
		Account <b>52420 - Other Supplies</b> Totals	1	\$79.00
Account <b>53910 - Dues and Subscriptions</b> 3956 - West Publishing Corporation (Thomson Reuters)	10 monthly law library charge electronic		03/22/2019	337.40
		Account <b>53910 - Dues and Subscriptions</b> Totals	1	\$337.40
		Program <b>050000 - Main</b> Totals	3	\$614.65
		Department <b>05 - Common Council</b> Totals	3	\$614.65
Department <b>06 - Controller's Office</b> Program <b>060000 - Main</b> Account <b>52420 - Other Supplies</b> 50972 - CDW, LLC	06-Webcam for JU computer		03/22/2019	85.52
		Account <b>52420 - Other Supplies</b> Totals	1	\$85.52
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> 5648 - Reedy Financial Group, PC 5648 - Reedy Financial Group, PC	06 Financial Consulting		03/22/2019	28,602.51
	06 Financial Consulting		03/22/2019	17,584.78
		Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	2	\$46,187.29
	06-Travel reimbursement for DC Energy Purchasing Conf.		03/22/2019	400.59
	06-Air fare fees for K. Curran to DC for Conference		03/22/2019	487.00
		Account <b>53230 - Travel</b> Totals	2	\$887.59
Account <b>53230 - Travel</b> 6506 - Kevin Curran 3560 - First Financial Bank / Credit Cards	06- Annual Report Public Notice		03/22/2019	191.97
		Account <b>53320 - Advertising</b> Totals	1	\$191.97
Account <b>53910 - Dues and Subscriptions</b> 3560 - First Financial Bank / Credit Cards	06-Amazon Business Prime membership 2019		03/22/2019	1,299.00
		Account <b>53910 - Dues and Subscriptions</b> Totals	1	\$1,299.00
		Program <b>060000 - Main</b> Totals	7	\$48,651.37
		Department <b>06 - Controller's Office</b> Totals	7	\$48,651.37
Department <b>09 - CFRD</b> Program <b>090000 - Main</b> Account <b>52110 - Office Supplies</b> 6530 - Office Depot, INC 6530 - Office Depot, INC	09-pens, facial tissues, markers, mouse pads		03/22/2019	49.54
	09-pens-7mm		03/22/2019	1.60
		Account <b>52110 - Office Supplies</b> Totals	2	\$51.14
Account <b>52420 - Other Supplies</b> 3560 - First Financial Bank / Credit Cards	09-Banners for the Commission on the Status of Women		03/22/2019	54.20
		Account <b>52420 - Other Supplies</b> Totals	1	\$54.20
Account <b>53160 - Instruction</b> 6668 - Stefanie Green	09-reimburse professional develop-Startup Study Hall Norm		03/22/2019	25.00
		Account <b>53160 - Instruction</b> Totals	1	\$25.00
Account <b>53230 - Travel</b> 7956 - Beverly Calendar Anderson 3560 - First Financial Bank / Credit Cards	09-per diem/hotel-Conf. Philadelphia, PA-2/23-2/26/19		03/22/2019	1,174.78
	09-airline tickets for Beverly to travel to Sociable City Sum		03/22/2019	486.60



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		Account <b>53230 - Travel</b> Totals	2	\$1,661.38
Account <b>53960 - Grants</b> 205 - City Of Bloomington	09-purchase 4 tickets to WHM Lunch for CFRD staff		03/22/2019	100.00
		Account <b>53960 - Grants</b> Totals	1	\$100.00
		Program <b>090000 - Main</b> Totals	7	\$1,891.72
		Department <b>09 - CFRD</b> Totals	7	\$1,891.72
Department <b>10 - Legal</b> Program <b>100000 - Main</b> Account <b>52410 - Books</b> 3956 - West Publishing Corporation (Thomson Reuters)	10-2019 Westlaw -- Book Subscription		03/22/2019	967.90
		Account <b>52410 - Books</b> Totals	1	\$967.90
Account <b>53120 - Special Legal Services</b> 6401 - Sturgeon & Brown P.C.	10 legal services for Bd of Public Safety		03/22/2019	826.00
		Account <b>53120 - Special Legal Services</b> Totals	1	\$826.00
Account <b>53910 - Dues and Subscriptions</b> 3956 - West Publishing Corporation (Thomson Reuters)	10 monthly law library charge electronic		03/22/2019	1,349.60
		Account <b>53910 - Dues and Subscriptions</b> Totals	1	\$1,349.60
		Program <b>100000 - Main</b> Totals	3	\$3,143.50
Program <b>101000 - Human Rights</b> Account <b>53910 - Dues and Subscriptions</b> 1731 - Indiana Consortium Of State & Local Human Rights	10 annual dues Indiana Consortium of State Local Human		03/22/2019	100.00
		Account <b>53910 - Dues and Subscriptions</b> Totals	1	\$100.00
		Program <b>101000 - Human Rights</b> Totals	1	\$100.00
		Department <b>10 - Legal</b> Totals	4	\$3,243.50
Department <b>11 - Mayor's Office</b> Program <b>110000 - Main</b> Account <b>52110 - Office Supplies</b> 6530 - Office Depot, INC 6530 - Office Depot, INC 6530 - Office Depot, INC 6530 - Office Depot, INC 5814 - Elizabeth Rubin Walter	11-pens, note pads, pushpins		03/22/2019	35.16
	11-butcher paper for Innovation		03/22/2019	65.53
	11-paper, pens, tape for Innovation, mayor		03/22/2019	44.93
	11-folders, dry erase markers		03/22/2019	12.83
	11-reimbursement for coffee for OOTM kitchen		03/22/2019	14.00
		Account <b>52110 - Office Supplies</b> Totals	5	\$172.45
Account <b>53160 - Instruction</b> 3560 - First Financial Bank / Credit Cards	11-mayor registration for NLC meeting		03/22/2019	460.00
		Account <b>53160 - Instruction</b> Totals	1	\$460.00
Account <b>53230 - Travel</b> 3560 - First Financial Bank / Credit Cards	11-mayor hotel for NLC meeting		03/22/2019	464.40
		Account <b>53230 - Travel</b> Totals	1	\$464.40
Account <b>53910 - Dues and Subscriptions</b> 5526 - Board of Regents of the University of Wisconsin 3560 - First Financial Bank / Credit Cards 5259 - Pacific & Southern Company, INC (Indy Star)	11-MIP annual membership fee-John Hamilton Bloomington,		03/22/2019	2,000.00
	11-subscription to Medium		03/22/2019	50.00
	11-IndyStar online access		03/22/2019	4.99
		Account <b>53910 - Dues and Subscriptions</b> Totals	3	\$2,054.99
Account <b>53960 - Grants</b> 205 - City Of Bloomington 818 - Everywhere Signs, LLC	11-Platinum sponsorship of Women's History lunch		03/22/2019	500.00
	11-vinyl door clings		03/22/2019	405.00
		Account <b>53960 - Grants</b> Totals	2	\$905.00
Account <b>53990 - Other Services and Charges</b> 6222 - Apple, INC 1138 - BCT Management, INC 6530 - Office Depot, INC 5819 - Synchrony Bank	11-iPad for Facilities (Innovation)		03/22/2019	1,830.00
	11-venue technical charges for SOTC		03/22/2019	400.00
	11-dry erase board for Innovation		03/22/2019	157.59
	11-GoPro and accessories for Innovation		03/22/2019	282.78
		Account <b>53990 - Other Services and Charges</b> Totals	4	\$2,670.37
		Program <b>110000 - Main</b> Totals	16	\$6,727.21



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	Department 11 - Mayor's Office Totals		16	\$6,727.21
Department 12 - Human Resources Program 120000 - Main Account 53990 - Other Services and Charges 6541 - Craig E Hartzer	12-Project Manager for Organizational Assessment		03/22/2019	6,000.00
	Account 53990 - Other Services and Charges Totals		1	\$6,000.00
	Program 120000 - Main Totals		1	\$6,000.00
	Department 12 - Human Resources Totals		1	\$6,000.00
Department 13 - Planning Program 130000 - Main Account 52110 - Office Supplies 6530 - Office Depot, INC	13 - Post It Tabs & Scissors		03/22/2019	8.32
	Account 52110 - Office Supplies Totals		1	\$8.32
Account 52420 - Other Supplies 6792 - VARI Sales Corporation	13 - Varidesk for Carl Buddin		03/22/2019	355.50
	Account 52420 - Other Supplies Totals		1	\$355.50
Account 53320 - Advertising 3560 - First Financial Bank / Credit Cards 3560 - First Financial Bank / Credit Cards	13 - Zoning & Long Range Planner Job Posting APA		03/22/2019	50.00
	13 - Zoning Compliance Planner Job Posting APA		03/22/2019	50.00
	Account 53320 - Advertising Totals		2	\$100.00
Account 53910 - Dues and Subscriptions 3560 - First Financial Bank / Credit Cards	13 - Renewal Application, Bicycle Friendly Business Award		03/22/2019	50.00
	Account 53910 - Dues and Subscriptions Totals		1	\$50.00
Account 53990 - Other Services and Charges 6794 - Ryan Clemens	13 - Reimbursement for identification badge at State House		03/22/2019	10.00
	Account 53990 - Other Services and Charges Totals		1	\$10.00
	Program 130000 - Main Totals		6	\$523.82
	Department 13 - Planning Totals		6	\$523.82
Department 19 - Facilities Maintenance Program 190000 - Main Account 52310 - Building Materials and Supplies 395 - Kirby Risk Corp 395 - Kirby Risk Corp 395 - Kirby Risk Corp 394 - Kleindorfer Hardware & Variety 394 - Kleindorfer Hardware & Variety 53005 - Menards, INC 53005 - Menards, INC 53005 - Menards, INC	19-City Hall-bulbs-Phil MHC70/U/MP/3K Elite		03/22/2019	77.84
	19-City Hall-bulbs-PHIL PL-T 32W/841/A/4P/ALTO		03/22/2019	188.20
	19-City Hall-bulbs-PHIL PL-T 32W/835/A/4P/ALTO		03/22/2019	43.62
	19-City Hall-staples, sink stopper, breaker, faucet,		03/22/2019	97.80
	19-City Hall-2 springs		03/22/2019	6.38
	19-City Hall-6" 45 deg sewer elbow		03/22/2019	7.99
	19-City Hall-roller wood handle, screen spline black		03/22/2019	30.02
	19-City Hall-all purpose adhesive spread, end cap		03/22/2019	3.27
	Account 52310 - Building Materials and Supplies Totals		8	\$455.12
Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-February 2019		03/14/2019	15.94
	Account 53530 - Water and Sewer Totals		1	\$15.94
Account 53610 - Building Repairs 912 - Central Security Systems, INC 321 - Harrell Fish, INC 1537 - Indiana Door & Hardware Specialties, INC 1537 - Indiana Door & Hardware Specialties, INC 392 - Koorsen Fire & Security, INC 392 - Koorsen Fire & Security, INC 7402 - Nature's Way, INC 6650 - Spartan Mechanical, LLC 6688 - SSW Enterprises, LLC (Office Pride) 467 - Groomer Construction, INC	19-City Hall-Com Mon W/Test-4/1-6/30/19		03/22/2019	150.00
	19-City Hall-HVAC repair-cooling tower work	BC 2019-23	03/22/2019	468.00
	19-City Hall-door repair and keys	BC 2019-25	03/22/2019	400.00
	19-ACC & BPD-keys	BC 2019-25	03/22/2019	15.00
	19-Sanitation Dept-quarterly-fire alm mon base-4/1-6/30/19		03/22/2019	93.18
	19-Fleet Maint-Feb. 2019 fire extinguisher service		03/22/2019	158.35
	19-City Hall-monthly, March 2019, interior plant maintenance	BC 2019-07	03/22/2019	336.60
	19-Fleet Maint-new Honeywell redlink sensors installed-		03/22/2019	725.50
	19-CH/Off Site Facilities-monthly cleaning serv.-March 2019	BC 2018-87	03/22/2019	15,245.07
	02-Sanitation Dept-drainage & grate repair-12/9/18		03/22/2019	2,860.00
	Account 53610 - Building Repairs Totals		10	\$20,451.70
	Program 190000 - Main Totals		19	\$20,922.76



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	Department <b>19 - Facilities Maintenance</b> Totals		19	\$20,922.76
Department <b>28 - ITS</b> Program <b>280000 - Main</b> Account <b>52110 - Office Supplies</b> 6530 - Office Depot, INC	28-City Hall/Off Site Facilities-copier paper-30 cases-3/1/19		03/22/2019	804.60
	Account <b>52110 - Office Supplies</b> Totals		1	\$804.60
Account <b>53160 - Instruction</b> 5444 - Tyler Technologies, INC	28-Misc NW ERP Services (Training)-Feb. 2019		03/22/2019	5,120.94
	Account <b>53160 - Instruction</b> Totals		1	\$5,120.94
Account <b>53640 - Hardware and Software Maintenance</b> 3989 - Ricoh USA, INC 3989 - Ricoh USA, INC 3989 - Ricoh USA, INC 3989 - Ricoh USA, INC 8750 - Service Express, INC 5444 - Tyler Technologies, INC	28-FS#1-Copier Maintenance-11/29/18-2/27/19		03/22/2019	492.83
	28-CH/Off Site Facilities-copier maint.-1/17-2/16/2019		03/22/2019	2,090.11
	28-City Hall-OOTM-Copier Maintenance-12/1/18-2/28/19		03/22/2019	119.38
	28-City Hall-OOTM-Copier Maint-12/1-12/16/18 & 12/17/18-		03/22/2019	101.04
	28-Service Express (Server Maintenance)		03/22/2019	5,124.00
	28-Remaining Balance-Support & Maint 01.01.2019 -		03/22/2019	3,000.00
	Account <b>53640 - Hardware and Software Maintenance</b> Totals		6	\$10,927.36
Account <b>53910 - Dues and Subscriptions</b> 3560 - First Financial Bank / Credit Cards 3560 - First Financial Bank / Credit Cards 3560 - First Financial Bank / Credit Cards 3560 - First Financial Bank / Credit Cards 5786 - Promevo, LLC 2895 - Rapid Reproductions, INC	28-Twilio API Services-2/1-2/11/2019		03/22/2019	20.00
	28-Basecamp subscription-2/2-3/2/19		03/22/2019	20.00
	28-Amazon Web Services-January 2019		03/22/2019	24.38
	28-OOTM-SquareSpace.com		03/22/2019	26.00
	28-Google Dr. Storage Sub.-50GB-Feb 2019		03/22/2019	7.50
	28-Plan Room Services 03.15.19 - 03.14.20		03/22/2019	840.00
	Account <b>53910 - Dues and Subscriptions</b> Totals		6	\$937.88
	Program <b>280000 - Main</b> Totals		14	\$17,790.78
	Department <b>28 - ITS</b> Totals		14	\$17,790.78
	Fund <b>101 - General Fund (S0101)</b> Totals		125	\$126,272.36
Fund <b>312 - Community Services</b> Department <b>09 - CFRD</b> Program <b>090003 - Com Serv - Status of Women</b> Account <b>52420 - Other Supplies</b> 3560 - First Financial Bank / Credit Cards 3560 - First Financial Bank / Credit Cards	09-Banners for the Commission on the Status of Women		03/22/2019	54.19
	09-National Women's History Project-supplies for WHM Lunch		03/22/2019	115.61
	Account <b>52420 - Other Supplies</b> Totals		2	\$169.80
	Program <b>090003 - Com Serv - Status of Women</b> Totals		2	\$169.80
Program <b>090016 - Com Serv - Safe &amp; Civil</b> Account <b>52420 - Other Supplies</b> 6399 - RJS Floral LLC (Mary M's)	09-decorations--floral arrangements-17		03/22/2019	530.00
	Account <b>52420 - Other Supplies</b> Totals		1	\$530.00
Account <b>53310 - Printing</b> 2077 - JEM Printing, INC (PIP Printing & Marketing )	09-Print BHM Gala booklet		03/22/2019	290.00
	Account <b>53310 - Printing</b> Totals		1	\$290.00
Account <b>53960 - Grants</b> 6850 - Harper Eakin 6849 - Tao Mou 6847 - Andrea Pinto 6851 - Charlotte D Siema	09-2019 BHM Essay Contest Winner - 3rd Place		03/22/2019	125.00
	09-2019 BHM Essay Contest Winner - 3rd Place		03/22/2019	125.00
	09-2019 BHM Essay Contest Winner - 3rd Place		03/22/2019	125.00
	09-2019 BHM Essay Contest Winner -2nd Place		03/22/2019	150.00
	Account <b>53960 - Grants</b> Totals		4	\$525.00
Account <b>53990 - Other Services and Charaes</b> 11693 - The Award Center, INC	09-award plaques for BHM Gala		03/22/2019	261.00
	Account <b>53990 - Other Services and Charges</b> Totals		1	\$261.00
	Program <b>090016 - Com Serv - Safe &amp; Civil</b> Totals		7	\$1,606.00
Program <b>090018 - CBVN</b> Account <b>52420 - Other Supplies</b> 6530 - Office Depot, INC	09-NBCS Spring Seminar-binders		03/22/2019	37.20



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6530 - Office Depot, INC	09-NBCS Spring Seminar-index tabs		03/22/2019	35.88
	Account <b>52420 - Other Supplies</b> Totals		2	\$73.08
	Program <b>090018 - CBVN</b> Totals		2	\$73.08
	Department <b>09 - CFRD</b> Totals		11	\$1,848.88
	Fund <b>312 - Community Services</b> Totals		11	\$1,848.88
<b>Fund 401 - Non-Reverting Telecom (S1146)</b>				
Department <b>25 - Telecommunications</b>				
Program <b>254000 - Infrastructure</b>				
Account <b>53640 - Hardware and Software Maintenance</b>				
13482 - Northern Lights Locating & Inspection, INC	28-BDU Line Locating & Marking Services-Feb. 2019		03/22/2019	2,500.00
	Account <b>53640 - Hardware and Software Maintenance</b> Totals		1	\$2,500.00
<b>Account 54420 - Purchase of Equipment</b>				
5534 - Presidio Holdings, INC	28-Duplex Multimode PVC Fiber Optic Cables		03/22/2019	135.30
5534 - Presidio Holdings, INC	28-Nexus 93180YC-EX-bun,SWSS Upgrades LAN		03/22/2019	4,404.42
5534 - Presidio Holdings, INC	28-Presidio Storage/Compute Infrastructure		03/22/2019	697.37
5534 - Presidio Holdings, INC	28-Presidio Storage/Compute Infrastructure		03/22/2019	25,975.61
	Account <b>54420 - Purchase of Equipment</b> Totals		4	\$31,212.70
<b>Account 54450 - Equipment</b>				
53442 - Paragon Micro, INC	28-Capital Replacement Computer-Dell P2217		03/22/2019	149.99
53442 - Paragon Micro, INC	28-Capital Replacement Computer-Dell UltraSharp U2415		03/22/2019	854.97
53442 - Paragon Micro, INC	28-Capital Replacement Printer		03/22/2019	211.99
	Account <b>54450 - Equipment</b> Totals		3	\$1,216.95
	Program <b>254000 - Infrastructure</b> Totals		8	\$34,929.65
<b>Program 256000 - Services</b>				
Account <b>53150 - Communications Contract</b>				
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business services/equip chgs-3/21-		03/14/2019	117.98
203 - Indiana University	28-Fire Station 3 Fiber Connection-Feb. 2019		03/22/2019	65.00
	Account <b>53150 - Communications Contract</b> Totals		2	\$182.98
<b>Account 53640 - Hardware and Software Maintenance</b>				
5534 - Presidio Holdings, INC	28-Nexus 93180YC-EX-bun,SWSS Upgrades LAN		03/22/2019	2,915.58
	Account <b>53640 - Hardware and Software Maintenance</b> Totals		1	\$2,915.58
	Program <b>256000 - Services</b> Totals		3	\$3,098.56
	Department <b>25 - Telecommunications</b> Totals		11	\$38,028.21
	Fund <b>401 - Non-Reverting Telecom (S1146)</b> Totals		11	\$38,028.21
<b>Fund 450 - Local Road and Street(S0706)</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>53520 - Street Lights / Traffic Signals</b>				
223 - Duke Energy	02-420 E. 19th-HAWK Signal-elec. bill 2/1-3/4/19		03/14/2019	14.23
223 - Duke Energy	02-Tapp Rd. ped signal-elec. bill-bill date 3/7/19		03/14/2019	4.66
223 - Duke Energy	02-Misc. Lights-elec. bill-bill date 3/5/19		03/14/2019	9.57
	Account <b>53520 - Street Lights / Traffic Signals</b> Totals		3	\$28.46
	Program <b>200000 - Main</b> Totals		3	\$28.46
	Department <b>20 - Street</b> Totals		3	\$28.46
	Fund <b>450 - Local Road and Street(S0706)</b> Totals		3	\$28.46
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>52420 - Other Supplies</b>				
409 - Black Lumber Co. INC	20-24" garage broom & handle-L. Raines-2/28/19		03/22/2019	18.99
409 - Black Lumber Co. INC	20-5 8pk AAA alkaline batteries for beepers-2/28/19		03/22/2019	44.95
313 - Fastenal Company	20-safety supplies-gloves, tape measure, black spray paint		03/22/2019	88.44
313 - Fastenal Company	20-safety supplies-gloves, earplugs, towels		03/22/2019	15.46
394 - Kleindorfer Hardware & Variety	20-handle, 4 square point shovels-D. Bitner-2/22/19		03/22/2019	50.25
394 - Kleindorfer Hardware & Variety	20-1 pick handle-D. Bitner-2/22/19		03/22/2019	11.49
	Account <b>52420 - Other Supplies</b> Totals		6	\$229.58



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Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
<b>Account 52430 - Uniforms and Tools</b> 313 - Fastenal Company	20-Signal crew-Impact ,Hammer drill & Cordless sawsall		03/22/2019	691.47
	Account <b>52430 - Uniforms and Tools</b> Totals		1	<u>\$691.47</u>
<b>Account 53160 - Instruction</b> 2871 - International Municipal Signal Association (IMSA)	20-IMSA Work Zone Traffic Control Training (Love)		03/22/2019	800.00
	Account <b>53160 - Instruction</b> Totals		1	<u>\$800.00</u>
<b>Account 53530 - Water and Sewer</b> 208 - City Of Bloomington Utilities 208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-February 2019		03/14/2019	26.14
	19-Street Dept-water/sewer bill-February 2019		03/14/2019	163.71
	Account <b>53530 - Water and Sewer</b> Totals		2	<u>\$189.85</u>
<b>Account 53610 - Building Repairs</b> 321 - Harrell Fish, INC	19-Street Dept-HVAC repairs-replaced thermostat		03/22/2019	893.71
	Account <b>53610 - Building Repairs</b> Totals		1	<u>\$893.71</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b> 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-2/27/19		03/22/2019	32.76
	20-mat/towel services-2/27/19		03/22/2019	27.43
	20-mat/towel services-3/6/19		03/22/2019	27.43
	20-uniform rental (minus payroll ded)-3/6/19		03/22/2019	19.41
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		4	<u>\$107.03</u>
<b>Account 53950 - Landfill</b> 52226 - Hoosier Transfer Station-3140 10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-Landfill services for sweeper dumps-2/5/2019		03/22/2019	601.57
	20-Disposal Fee -35 loads leaves/3 loads brush-February	BC 2016-52	03/22/2019	760.00
	Account <b>53950 - Landfill</b> Totals		2	<u>\$1,361.57</u>
<b>Account 53990 - Other Services and Charaes</b> 249 - Crider And Crider, INC 6152 - K&S Rolloff, INC 19444 - Jeffery D Todd (Todd Septic Tank Service)	20-Pavement Maintenance Contract-2/14 & 2/15/19		03/22/2019	3,040.00
	20-Hauling Fees for Sweeper Dumps-2/5/2019-1	BC 2019-27	03/22/2019	150.00
	20-pump saltwater collection tanks-2/12/2019		03/22/2019	150.00
	Account <b>53990 - Other Services and Charges</b> Totals		3	<u>\$3,340.00</u>
	Program <b>200000 - Main</b> Totals		20	<u>\$7,613.21</u>
	Department <b>20 - Street</b> Totals		20	<u>\$7,613.21</u>
	Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals		20	<u>\$7,613.21</u>
<b>Fund 452 - Parking Facilities(S9502)</b> Department <b>26 - Parking</b> Program <b>260000 - Main</b> Account <b>43160 - Lot/Garage Leases - Annual</b> Hannah Jasicki	02-Pkg Garages-refund garage fee 1/2 August & September		03/22/2019	100.50
	Account <b>43160 - Lot/Garage Leases - Annual</b> Totals		1	<u>\$100.50</u>
<b>Account 52420 - Other Supplies</b> 3397 - Evens Time, INC 4394 - Richardson Enterprises of Blqtn,LLC (FastSigns) 4394 - Richardson Enterprises of Blqtn,LLC (FastSigns)	02-Pkg Garage-pay station equipment covers, entry/exit		03/22/2019	1,297.34
	02- 4th Street Garage-produced & hung Closed banner		03/22/2019	579.00
	02- 4th Street Garage-large closed banner		03/22/2019	1,459.44
	Account <b>52420 - Other Supplies</b> Totals		3	<u>\$3,335.78</u>
<b>Account 53610 - Building Repairs</b> 3397 - Evens Time, INC 3397 - Evens Time, INC	02 Paystation Repair Walnut Street Garage		03/22/2019	105.00
	02-Walnut St Garage-impact error repair		03/22/2019	320.00
	Account <b>53610 - Building Repairs</b> Totals		2	<u>\$425.00</u>
<b>Account 53840 - Lease Pavments</b> 512 - 7th & Walnut , LLC 3887 - Mercury Development Group, LLC	26-Walnut St Garage-April 2019 Rent		03/22/2019	18,759.98
	26-Morton St Garage-April 2019 rent		03/22/2019	36,405.49
	Account <b>53840 - Lease Payments</b> Totals		2	<u>\$55,165.47</u>
<b>Account 53940 - Temporary Contractual Employee</b> 5187 - Green Dragon Lawn Care, INC	02-Pkg Garages-de icing-2/10, 2/18 & 2/20/Snow removal	BC 2018-97	03/22/2019	1,840.00
	Account <b>53940 - Temporary Contractual Employee</b> Totals		1	<u>\$1,840.00</u>
	Program <b>260000 - Main</b> Totals		9	<u>\$60,866.75</u>
	Department <b>26 - Parking</b> Totals		9	<u>\$60,866.75</u>





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Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
		Fund 452 - Parking Facilities(S9502) Totals	9	\$60,866.75
<b>Fund 454 - Alternative Transport(S6301)</b>				
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
William White				
	14-refund over payment pkg citations-19200206572 &		03/22/2019	90.00
	Account 46060 - Other Violations Totals		1	\$90.00
	Program 020000 - Main Totals		1	\$90.00
	Department 02 - Public Works Totals		1	\$90.00
	Fund 454 - Alternative Transport(S6301) Totals		1	\$90.00
<b>Fund 600 - Cum Cap Improvement (CIG)(S2379)</b>				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Allev. and Sewer Material				
365 - Rogers Group, INC				
	20-#11 stone-19.92 tons-2/4/2019		03/22/2019	179.28
	Account 52330 - Street , Alley, and Sewer Material Totals		1	\$179.28
	Program 020000 - Main Totals		1	\$179.28
	Department 02 - Public Works Totals		1	\$179.28
	Fund 600 - Cum Cap Improvement (CIG)(S2379) Totals		1	\$179.28
<b>Fund 601 - Cum Cap Development(S2391)</b>				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Allev. and Sewer Material				
50944 - Cargill Deicing Techno				
50944 - Cargill Deicing Techno				
19278 - Milestone Contractors, LP				
19278 - Milestone Contractors, LP				
	20-de-icing salt-354.71 tons-2/7/2019	BC 2018-63A	03/22/2019	33,488.18
	20-de-icing salt-167.31 tons-1/21/2019	BC 2018-53A	03/22/2019	15,795.75
	20-Surface-7.50 tons-2/22/19	BC 2018-34A	03/22/2019	641.26
	20-Surface-patching-6.76 tons-2/26 & 2/27/19	BC 2018-34A	03/22/2019	577.99
	Account 52330 - Street , Alley, and Sewer Material Totals		4	\$50,503.18
<b>Account 54310 - Improvements Other Than Building</b>				
399 - American Structurepoint, INC				
	13-Signal Timing_On-Call Services Cont.-5/1/18-1/31/19	BC 2017-98	03/22/2019	6,915.52
	Account 54310 - Improvements Other Than Building Totals		1	\$6,915.52
	Program 020000 - Main Totals		5	\$57,418.70
	Department 02 - Public Works Totals		5	\$57,418.70
	Fund 601 - Cum Cap Development(S2391) Totals		5	\$57,418.70
<b>Fund 730 - Solid Waste (S6401)</b>				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC				
15449 - Rosen & Rosen Industries (R&R Industries)				
	16-2 mailboxes (Sanitation/resident), posts, hardware		03/22/2019	96.60
	16-Employee safety vests-40		03/22/2019	437.91
	Account 52420 - Other Supplies Totals		2	\$534.51
<b>Account 52430 - Uniforms and Tools</b>				
409 - Black Lumber Co. INC				
	16-compact drill & bit set		03/22/2019	178.93
	Account 52430 - Uniforms and Tools Totals		1	\$178.93
<b>Account 53140 - Exterminator Services</b>				
51538 - Economy Termite & Pest Control, INC				
51538 - Economy Termite & Pest Control, INC				
51538 - Economy Termite & Pest Control, INC				
	19-Fleet Maint-monthly pest control-12/18/18		03/22/2019	95.00
	19-Fleet Maint-monthly pest control-2/19/19		03/22/2019	95.00
	19-Sanitation-monthly pest control-1/28/19		03/22/2019	125.00
	Account 53140 - Exterminator Services Totals		3	\$315.00
<b>Account 53530 - Water and Sewer</b>				
208 - City Of Bloomington Utilities				
	19-Sanitation Bldg-water/sewer bill-February 2019		03/14/2019	182.66
	Account 53530 - Water and Sewer Totals		1	\$182.66
<b>Account 53540 - Natural Gas</b>				
222 - Vectren				
	19-Sanitation-gas bill 2/4-3/4/19		03/14/2019	235.97
	Account 53540 - Natural Gas Totals		1	\$235.97
<b>Account 53920 - Laundry and Other Sanitation Services</b>				



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19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-2/27/19		03/22/2019	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-2/27/19		03/22/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/6/19		03/22/2019	6.93
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-3/6/19		03/22/2019	32.26
<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>			4	<u>\$76.07</u>
<b>Account 53950 - Landfill</b>				
52226 - Hoosier Transfer Station-3140	16-recycling fees 2/1-2/14/19		03/22/2019	4,038.39
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-2/1-2/14/19		03/22/2019	14,309.11
<b>Account 53950 - Landfill Totals</b>			2	<u>\$18,347.50</u>
<b>Program 160000 - Main Totals</b>			14	<u>\$19,870.64</u>
<b>Department 16 - Sanitation Totals</b>			14	<u>\$19,870.64</u>
<b>Fund 730 - Solid Waste (S6401) Totals</b>			14	<u>\$19,870.64</u>
<b>Fund 800 - Risk Management(S0203)</b>				
<b>Department 10 - Legal</b>				
<b>Program 100000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
4140 - Interstate All Battery Center of Bloomington, INC	10 battery 1903302009817 Interstate All Battery Center		03/22/2019	3.60
<b>Account 52110 - Office Supplies Totals</b>			1	<u>\$3.60</u>
<b>Account 52430 - Uniforms and Tools</b>				
327 - Hoosier Workwear Outlet, INC	10 shoes Wenning Hoosier Workwear 350660		03/22/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 shoes Roberts B Hoosier Workwear 350770		03/22/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 shoes shepherd w Hoosierworkwear inv3438		03/22/2019	100.00
<b>Account 52430 - Uniforms and Tools Totals</b>			3	<u>\$300.00</u>
<b>Program 100000 - Main Totals</b>			4	<u>\$303.60</u>
<b>Department 10 - Legal Totals</b>			4	<u>\$303.60</u>
<b>Fund 800 - Risk Management(S0203) Totals</b>			4	<u>\$303.60</u>
<b>Fund 801 - Health Insurance Trust</b>				
<b>Department 12 - Human Resources</b>				
<b>Program 120000 - Main</b>				
<b>Account 53990 - Other Services and Charges</b>				
3977 - Cigna Health & Life Insurance Company	12-Mar2019 Cigna DentalVision Admin \$9,514.29		03/22/2019	2,177.00
18539 - Life Insurance Company Of North America	12-Feb2019 LINA \$35,070.96		03/22/2019	4,222.80
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees		03/22/2019	1,096.46
<b>Account 53990 - Other Services and Charges Totals</b>			3	<u>\$7,496.26</u>
<b>Account 53990.1201 - Other Services and Charges Health Insurance</b>				
3928 - Aim Medical Trust	12-Mar2019 Aim Medical Trust \$91019.26		03/11/2019	910,019.26
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical City Credit -\$1141.76		03/11/2019	(1,141.76)
<b>Account 53990.1201 - Other Services and Charges Health Insurance Totals</b>			2	<u>\$908,877.50</u>
<b>Account 53990.1278 - Other Services and Charges Disability LTD</b>				
18539 - Life Insurance Company Of North America	12-Feb2019 LINA \$35,070.96		03/22/2019	6,803.98
<b>Account 53990.1278 - Other Services and Charges Disability LTD Totals</b>			1	<u>\$6,803.98</u>
<b>Program 120000 - Main Totals</b>			6	<u>\$923,177.74</u>
<b>Department 12 - Human Resources Totals</b>			6	<u>\$923,177.74</u>
<b>Fund 801 - Health Insurance Trust Totals</b>			6	<u>\$923,177.74</u>
<b>Fund 802 - Fleet Maintenance(S9500)</b>				
<b>Department 17 - Fleet Maintenance</b>				
<b>Program 170000 - Main</b>				
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	17 - office supplies, mouse pads, memory stick, pens		03/22/2019	193.57
<b>Account 52110 - Office Supplies Totals</b>			1	<u>\$193.57</u>
<b>Account 52230 - Garage and Motor Supplies</b>				
13929 - Eckert's Tech Supply, INC	17-tire supplies		03/22/2019	180.53
4693 - Monroe County Tire & Supply, INC	17-#604 tires		03/22/2019	1,212.48
4693 - Monroe County Tire & Supply, INC	17-#Q199e tires		03/22/2019	380.50
4693 - Monroe County Tire & Supply, INC	17-#634/845 tires		03/22/2019	1,069.68
4693 - Monroe County Tire & Supply, INC	17 - #456 service calls		03/22/2019	132.72



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Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
		Account 52230 - Garage and Motor Supplies Totals	5	\$2,975.91
<b>Account 52240 - Fuel and Oil</b>				
613 - Hoosier Penn Oil Company, INC	17-stock oil and atf		03/22/2019	1,309.90
613 - Hoosier Penn Oil Company, INC	17-stock oil and atf		03/22/2019	1,570.05
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels		03/22/2019	18,442.44
		Account 52240 - Fuel and Oil Totals	3	\$21,322.39
<b>Account 52320 - Motor Vehicle Repair</b>				
50605 - Bauer Built, INC	17-stock tires		03/22/2019	147.00
50605 - Bauer Built, INC	17-stock tires		03/22/2019	1,340.00
244 - Bloomington Ford, INC	17-#4161 air cooler tube		03/22/2019	78.10
244 - Bloomington Ford, INC	17-#p125 trim		03/22/2019	35.72
244 - Bloomington Ford, INC	17-#496 fuel pressure control valve		03/22/2019	148.42
244 - Bloomington Ford, INC	17-#776 blower motor		03/22/2019	184.31
244 - Bloomington Ford, INC	17-#p132 pass side mirror motor		03/22/2019	49.09
244 - Bloomington Ford, INC	17-#123 oil cooler gaskets		03/22/2019	52.10
244 - Bloomington Ford, INC	17-#123 oil cooler gaskets		03/22/2019	101.55
244 - Bloomington Ford, INC	17-#p132 spark plugs, boots and intake gasket		03/22/2019	71.51
50801 - Boss Industries, LLC	17 - #4161 sump and bands		03/22/2019	868.18
5481 - Bright Equipment, INC (BobCat of Indy)	17 - #469 parts and service to repair broom		03/22/2019	915.05
941 - Central Indiana Truck Equipment Corporation	17-#957/stock hyd filters		03/22/2019	160.74
941 - Central Indiana Truck Equipment Corporation	17-stock arm springs		03/22/2019	120.60
4335 - Circle Distributing, INC	17-#380 internal pressure regulator		03/22/2019	194.13
4335 - Circle Distributing, INC	17-#495 signal switch		03/22/2019	38.48
4335 - Circle Distributing, INC	17-#618 spark plugs, dist cap and rotor		03/22/2019	19.40
4335 - Circle Distributing, INC	17-#618 spark plugs, dist cap and rotor		03/22/2019	5.05
4335 - Circle Distributing, INC	1-stock motor oil		03/22/2019	68.40
4335 - Circle Distributing, INC	17-stock 5w30 oil		03/22/2019	68.40
4335 - Circle Distributing, INC	17-#411 trans filter		03/22/2019	31.58
594 - Curry Auto Center, INC	17 - #683 lens		03/22/2019	24.52
594 - Curry Auto Center, INC	17-#621 steering link and tie rod		03/22/2019	62.29
594 - Curry Auto Center, INC	17-#621 hvac control		03/22/2019	185.37
51827 - Fire Service, INC	17 # 391 outside services for out rigger and cylinders		03/22/2019	1,256.85
51827 - Fire Service, INC	17 - #391 outside services to repair basket leveling and axle		03/22/2019	957.97
51827 - Fire Service, INC	17 - OSL for engine 5		03/22/2019	2,268.27
796 - Interstate Battery System of Bloomington, INC	17-batteries		03/22/2019	248.00
11672 - Jack Doheny Companies, INC	17-#464 hyd filters		03/22/2019	470.02
4439 - JX Enterprises, INC	17-core returns (17435)		03/22/2019	(20.98)
4439 - JX Enterprises, INC	17-core returns (17435)		03/22/2019	(29.38)
4439 - JX Enterprises, INC	17-#431 clamps and gasket		03/22/2019	66.09
4439 - JX Enterprises, INC	17-#431 clamps and gasket		03/22/2019	33.99
4439 - JX Enterprises, INC	17-core return (1517)		03/22/2019	(1,052.98)
4439 - JX Enterprises, INC	17-#431 exh manifold, egr cooler, turbo parts/misc hardware		03/22/2019	8,205.52
4439 - JX Enterprises, INC	17-#431 egr kit and tubes		03/22/2019	780.74
4474 - Ken's Westside Service & Towing, LLC	17-towing services		03/22/2019	75.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services		03/22/2019	300.00
394 - Kleindorfer Hardware & Variety	17-shop and misc nuts and bolts		03/22/2019	43.98
394 - Kleindorfer Hardware & Variety	17-shop and misc nuts and bolts		03/22/2019	2.80
394 - Kleindorfer Hardware & Variety	17-#4161 union fitting		03/22/2019	10.99
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-stock coolant sensors		03/22/2019	204.96
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#957/stk filters		03/22/2019	25.60
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#429 headlight protector		03/22/2019	120.54
2974 - MacAllister Machinery Co, INC	17-#602 filters		03/22/2019	134.87
2974 - MacAllister Machinery Co, INC	17-#602 oring/seals		03/22/2019	18.30
2974 - MacAllister Machinery Co, INC	17-#602 oring/seals		03/22/2019	1.04
4693 - Monroe County Tire & Supply, INC	17-#602 tires		03/22/2019	990.50
6095 - Old Dominion Brush Company, INC	17-#488 fuel gauge		03/22/2019	108.29



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Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
786 - Richard's Small Engine, INC	17-#707 tires		03/22/2019	425.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - Variops parts for various vehicles for Feb 2019		03/22/2019	4,664.10
54351 - Sternberg, INC	17-#429 abs module		03/22/2019	238.02
54351 - Sternberg, INC	17-parts return (7472)		03/22/2019	(299.38)
54351 - Sternberg, INC	17-#680/439 tail light, mirror		03/22/2019	55.22
54351 - Sternberg, INC	17-#680/439 tail light, mirror		03/22/2019	442.50
54351 - Sternberg, INC	17-#429 abs module		03/22/2019	157.49
582 - Town & Country Chrysler Dodge Jeep, INC	17 -#857 transmission cooler lines		03/22/2019	80.80
582 - Town & Country Chrysler Dodge Jeep, INC	17 -#857 transmission cooler lines		03/22/2019	80.80
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17 - #423 Track bars		03/22/2019	1,759.15
4606 - Truck Service, INC	17-#335 rear springs		03/22/2019	1,619.80
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#621 alternator		03/22/2019	181.55
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#621 alternator		03/22/2019	(50.00)
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#680/662 alternator/starter		03/22/2019	295.90
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#680/662 alternator/starter		03/22/2019	289.58
816 - Vermeer Of Indiana, INC	17-#470 belt, motor mount and hardware		03/22/2019	357.94
2096 - West Side Tractor Sales CO.	17-#730 coolant sensor, monitor and knob		03/22/2019	44.75
<b>Account 52320 - Motor Vehicle Repair Totals</b>			66	\$30,534.19
<b>Account 52420 - Other Supplies</b>				
409 - Black Lumber Co. INC	17 - shop supplies		03/22/2019	9.50
409 - Black Lumber Co. INC	17-shop supplies		03/22/2019	32.97
177 - Indiana Oxygen Company, INC	17-torch, other		03/22/2019	121.83
177 - Indiana Oxygen Company, INC	17-torch, other		03/22/2019	126.79
177 - Indiana Oxygen Company, INC	17-torch, other		03/22/2019	24.02
177 - Indiana Oxygen Company, INC	17-torch, other		03/22/2019	10.85
177 - Indiana Oxygen Company, INC	17-torch, other		03/22/2019	14.58
6770 - Noregon Systems, INC	17 - Allison diagnostic software		03/22/2019	900.00
<b>Account 52420 - Other Supplies Totals</b>			8	\$1,240.54
<b>Account 53620 - Motor Repairs</b>				
5481 - Bright Equipment, INC (BobCat of Indy)	17 - #469 parts and service to repair broom		03/22/2019	2,185.00
51827 - Fire Service, INC	17 # 391 outside services for out rigger and cylinders		03/22/2019	1,588.35
51827 - Fire Service, INC	17 - #391 outside services to repair basket leveling and axle		03/22/2019	2,527.80
51827 - Fire Service, INC	17 - OSL for engine 5		03/22/2019	916.20
<b>Account 53620 - Motor Repairs Totals</b>			4	\$7,217.35
<b>Account 53650 - Other Repairs</b>				
3286 - Peacetree, INC (PEI Maintenance)	17 - repair to retractor real		03/22/2019	230.72
3286 - Peacetree, INC (PEI Maintenance)	17 - fuel pump repairs		03/22/2019	638.73
<b>Account 53650 - Other Repairs Totals</b>			2	\$869.45
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		03/22/2019	66.44
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		03/22/2019	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		03/22/2019	66.70
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		03/22/2019	15.89
<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>			4	\$164.92
<b>Account 53990 - Other Services and Charges</b>				
3560 - First Financial Bank / Credit Cards	17-Title fees		03/22/2019	15.00
<b>Account 53990 - Other Services and Charges Totals</b>			1	\$15.00
<b>Program 170000 - Main Totals</b>			94	\$64,533.32
<b>Department 17 - Fleet Maintenance Totals</b>			94	\$64,533.32
<b>Fund 802 - Fleet Maintenance(\$9500) Totals</b>			94	\$64,533.32
<b>Fund 804 - Insurance Voluntary Trust</b>				
<b>Department 12 - Human Resources</b>				
<b>Program 120000 - Main</b>				
<b>Account 53990.1241 - Other Services and Charges Vision</b>				
3977 - Cigna Health & Life Insurance Company	12-Mar2019 Cigna DentalVision Admin \$9,514.29		03/22/2019	7,337.29
<b>Account 53990.1241 - Other Services and Charges Vision Totals</b>			1	\$7,337.29



# Board of Public Works Claim Register

Invoice Date Range 03/11/19 - 03/22/19

Vendor	Invoice Description	Contract#	Payment Date	Invoice Amount
<b>Account 53990.1271 - Other Services and Charges Section 125 - URM- City</b>				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/11/2019	383.39
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/11/2019	244.90
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC		03/11/2019	1,500.00
17785 - The Howard E. Nyhart Company, INC	12-City URM		03/13/2019	391.11
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/14/2019	473.67
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals			5	\$2,993.07
<b>Account 53990.1272 - Other Services and Charges Section 125 - DDC- City</b>				
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC		03/11/2019	208.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals			1	\$208.00
<b>Account 53990.1273 - Other Services and Charges Term Life</b>				
18539 - Life Insurance Company Of North America	12-Feb2019 LINA \$35,070.96		03/22/2019	14,968.18
Account 53990.1273 - Other Services and Charges Term Life Totals			1	\$14,968.18
<b>Account 53990.1277 - Other Services and Charges Disability STD</b>				
18539 - Life Insurance Company Of North America	12-Feb2019 LINA \$35,070.96		03/22/2019	9,076.00
Account 53990.1277 - Other Services and Charges Disability STD Totals			1	\$9,076.00
<b>Account 53990.1281 - Other Services and Charges Section 125 - URM- Util</b>				
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical City Credit -\$1141.76		03/11/2019	78.80
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/11/2019	110.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/11/2019	20.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		03/14/2019	25.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals			4	\$233.80
Program 120000 - Main Totals			13	\$34,816.34
Department 12 - Human Resources Totals			13	\$34,816.34
Fund 804 - Insurance Voluntary Trust Totals			13	\$34,816.34
<b>Fund 978 - City 2016 GO Bond Proceeds</b>				
<b>Department 06 - Controller's Office</b>				
<b>Program 06016B - 2016 B Ped/Signal/Intersection</b>				
<b>Account 54510 - Other Capital Outlays</b>				
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Downtown Curb Ramps PH 2-Inv. date 2/22/19	BC 2018-71	03/22/2019	1,879.00
Account 54510 - Other Capital Outlays Totals			1	\$1,879.00
Program 06016B - 2016 B Ped/Signal/Intersection Totals			1	\$1,879.00
<b>Program 06016C - 2016 C Jackson Trail</b>				
<b>Account 54310 - Improvements Other Than Building</b>				
16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail Phase 2_Design-1/1-1/31/19	BC 2019-11	03/22/2019	14,533.07
Account 54310 - Improvements Other Than Building Totals			1	\$14,533.07
Program 06016C - 2016 C Jackson Trail Totals			1	\$14,533.07
<b>Program 06016D - 2016 D Multi Use Paths</b>				
<b>Account 54310 - Improvements Other Than Building</b>				
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Henderson Street Sidepath-Inv. date 2/22/19	BC 2018-112	03/22/2019	2,070.00
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Rogers Road Sidepath-Inv. date 2/22/19	BC 2018-112	03/22/2019	470.00
Account 54310 - Improvements Other Than Building Totals			2	\$2,540.00
Program 06016D - 2016 D Multi Use Paths Totals			2	\$2,540.00
Department 06 - Controller's Office Totals			4	\$18,952.07
Fund 978 - City 2016 GO Bond Proceeds Totals			4	\$18,952.07
			321	\$1,353,999.56



# Board of Public Works Claim Register

Invoice Date Range 02/24/19 - 02/24/19

Bank Fees Jan 2019

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCCFees	06-Bank Fees for January 2019	Paid by EFT # 27845		02/24/2019	02/24/2019	02/24/2019		02/24/2019	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$5.00
					Program 010000 - Main Totals			Invoice Transactions 1		\$5.00
					Department 01 - Animal Shelter Totals			Invoice Transactions 1		\$5.00
 Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCCFees	06-Bank Fees for January 2019	Paid by EFT # 27845		02/24/2019	02/24/2019	02/24/2019		02/24/2019	3.34
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$3.34
					Program 020000 - Main Totals			Invoice Transactions 1		\$3.34
					Department 02 - Public Works Totals			Invoice Transactions 1		\$3.34
 Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCCFees	06-Bank Fees for January 2019	Paid by EFT # 27845		02/24/2019	02/24/2019	02/24/2019		02/24/2019	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$5.00
					Program 060000 - Main Totals			Invoice Transactions 1		\$5.00
					Department 06 - Controller's Office Totals			Invoice Transactions 1		\$5.00
 Department 13 - Planning										
Program 130000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCCFees	06-Bank Fees for January 2019	Paid by EFT # 27845		02/24/2019	02/24/2019	02/24/2019		02/24/2019	5.00
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$5.00
					Program 130000 - Main Totals			Invoice Transactions 1		\$5.00
					Department 13 - Planning Totals			Invoice Transactions 1		\$5.00
					Fund 101 - General Fund (S0101) Totals			Invoice Transactions 4		\$18.34
 Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	26-GarCCFees	26-GarCCFees Bank Fees for January 2019	Paid by EFT # 27846		02/24/2019	02/24/2019	02/24/2019		02/24/2019	1,194.37
					Account 53830 - Bank Charges Totals			Invoice Transactions 1		\$1,194.37
					Program 260000 - Main Totals			Invoice Transactions 1		\$1,194.37
					Department 26 - Parking Totals			Invoice Transactions 1		\$1,194.37
					Fund 452 - Parking Facilities(S9502) Totals			Invoice Transactions 1		\$1,194.37
					Grand Totals			Invoice Transactions 5		\$1,212.71



# Board of Public Works Claim Register

Invoice Date Range 03/06/19 - 03/06/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 52210 - Institutional Supplies										
4574 - John Deere Financial (Rural King)	D50240	01-litter-pellet bedding 40lb bags-10-2/5/2019	Paid by Check # 69267		03/06/2019	03/06/2019	03/06/2019		03/06/2019	44.90
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	\$44.90
								Program 010000 - Main Totals	Invoice Transactions 1	\$44.90
								Department 01 - Animal Shelter Totals	Invoice Transactions 1	\$44.90
								Fund 101 - General Fund (S0101) Totals	Invoice Transactions 1	\$44.90
<b>Fund 312 - Community Services</b>										
Department 09 - CFRD										
Program 090016 - Com Serv - Safe & Civil										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	121645	09-Freshments for BHM Essay Contest	Paid by Check # 69268		03/06/2019	03/06/2019	03/06/2019		03/06/2019	31.14
4549 - Kroger Limited Partnership I	023928	09-BHM State of Black Community-refreshments	Paid by Check # 69268		03/06/2019	03/06/2019	03/06/2019		03/06/2019	15.84
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	\$46.98
								Program 090016 - Com Serv - Safe & Civil Totals	Invoice Transactions 2	\$46.98
Program 090018 - CBVN										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	112646	09-NBCS Spring Seminar- -refreshments	Paid by Check # 69268		03/06/2019	03/06/2019	03/06/2019		03/06/2019	39.11
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	\$39.11
								Program 090018 - CBVN Totals	Invoice Transactions 1	\$39.11
								Department 09 - CFRD Totals	Invoice Transactions 3	\$86.09
								Fund 312 - Community Services Totals	Invoice Transactions 3	\$86.09
<b>Fund 401 - Non-Reverting Telecom (S1146)</b>										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53750 - Rentals - Other										
12283 - Smithville Communications	401NMRTN- 030219	28-401 N Morton/ACC- internet services-3/1-	Paid by Check # 69269		03/06/2019	03/06/2019	03/06/2019		03/06/2019	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										
4170 - Comcast Cable Communications, INC	401NMRTN- 021819	28-401 N Morton- business services-3/1-	Paid by Check # 69253		03/06/2019	03/06/2019	03/06/2019		03/06/2019	149.85
4170 - Comcast Cable Communications, INC	3550KNKNSR- 021319	28-3550 N Kinser Pike- business services 2/17-	Paid by Check # 69254		03/06/2019	03/06/2019	03/06/2019		03/06/2019	106.85
12283 - Smithville Communications	401NMRTN- 030219	28-401 N Morton/ACC- internet services-3/1-	Paid by Check # 69269		03/06/2019	03/06/2019	03/06/2019		03/06/2019	1,136.00
								Account 53150 - Communications Contract Totals	Invoice Transactions 3	\$1,392.70
								Program 256000 - Services Totals	Invoice Transactions 3	\$1,392.70
								Department 25 - Telecommunications Totals	Invoice Transactions 4	\$3,006.97
								Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice Transactions 4	\$3,006.97
<b>Fund 450 - Local Road and Street(S0706)</b>										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	18003894017- 2/19	02-Various locations- street light chqs-bill date	Paid by Check # 69258		03/06/2019	03/06/2019	03/06/2019		03/06/2019	23.60
223 - Duke Energy	03003920010- 2/19	02-642 N Madison-street light chqs-1/28-	Paid by Check # 69259		03/06/2019	03/06/2019	03/06/2019		03/06/2019	114.61
223 - Duke Energy	81603883012- 2/19	02-Countryside & Sunflower-street light	Paid by Check # 69260		03/06/2019	03/06/2019	03/06/2019		03/06/2019	4.02
223 - Duke Energy	95803918016- 2/19	02-Gentry Circle-street light chqs-bill date	Paid by Check # 69261		03/06/2019	03/06/2019	03/06/2019		03/06/2019	263.68
223 - Duke Energy	55403921016- 2/19	02-Sunflower & Petal- street light chqs-bill date	Paid by Check # 69262		03/06/2019	03/06/2019	03/06/2019		03/06/2019	7.39
223 - Duke Energy	69103921015- 2/19	02-W. Howe & W. 3rd St- street light chqs-bill date	Paid by Check # 69263		03/06/2019	03/06/2019	03/06/2019		03/06/2019	9.42
223 - Duke Energy	20703920013- 2/19	02-1101 W. Tapp Road- traffic signal meter-1/25-	Paid by Check # 69264		03/06/2019	03/06/2019	03/06/2019		03/06/2019	9.01
223 - Duke Energy	34703920014- 2/19	02-1101 W. Tapp-traffic signal energy usagee-1/25-	Paid by Check # 69265		03/06/2019	03/06/2019	03/06/2019		03/06/2019	35.54
223 - Duke Energy	91403886012- 2/19	02-420 W. 4th-Crosswalk- energy usagee-1/28-	Paid by Check # 69256		03/06/2019	03/06/2019	03/06/2019		03/06/2019	9.13
223 - Duke Energy	12403886015- 2/19	02-912 S. Walnut- Crosswalk-energy usagee-	Paid by Check # 69257		03/06/2019	03/06/2019	03/06/2019		03/06/2019	9.13
								Account 53520 - Street Lights / Traffic Signals Totals	Invoice Transactions 10	\$485.53
								Program 200000 - Main Totals	Invoice Transactions 10	\$485.53
								Department 20 - Street Totals	Invoice Transactions 10	\$485.53
								Fund 450 - Local Road and Street(S0706) Totals	Invoice Transactions 10	\$485.53
<b>Fund 730 - Solid Waste (S6401)</b>										
Department 16 - Sanitation										
Program 160000 - Main										
Account 52420 - Other Supplies										
4574 - John Deere Financial (Rural King)	D49575	16-WD-40, latex gloves, wood post-mailbox	Paid by Check # 69267		03/06/2019	03/06/2019	03/06/2019		03/06/2019	42.88



# Board of Public Works Claim Register

Invoice Date Range 03/06/19 - 03/06/19

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 03052019 12-City/Util URM

Paid by EFT #	03/06/2019	03/06/2019	03/06/2019	03/06/2019	660.68	
27848						
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals					Invoice Transactions 1	\$660.68

Account 53990.1281 - Other Services and Charges Section 125 - URM- Util  
 17785 - The Howard E. Nyhart Company, INC 03052019 12-City/Util URM

Paid by EFT #	03/06/2019	03/06/2019	03/06/2019	03/06/2019	103.24	
27848						
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals					Invoice Transactions 1	\$103.24

Program 120000 - Main Totals					Invoice Transactions 2	\$763.92
Department 12 - Human Resources Totals					Invoice Transactions 2	\$763.92
Fund 804 - Insurance Voluntary Trust Totals					Invoice Transactions 2	\$763.92
Grand Totals					Invoice Transactions 21	\$4,430.29



**REGISTER OF SIHO CLAIMS**

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	1/30/2019	EFT	801	Work Comp	2/4/2019	1,184.26
2	1/30/2019	EFT	801	Work Comp	2/4/2019	7,000.00
3	1/31/2019	EFT	804	FLEX	2/1/2019	707.00
4	2/1/2019	EFT	804	FLEX	2/4/2019	1,122.57
5	2/2/2019	EFT	804	FLEX	2/4/2019	765.57
8	2/3/2019	EFT	804	FLEX	2/4/2019	747.70
7	2/4/2019	EFT	804	FLEX	2/5/2019	190.67
8	2/5/2019	EFT	804	FLEX	2/5/2019	544.06
9	2/6/2019	EFT	804	FLEX	2/6/2019	450.37
10	2/6/2019	EFT	804	FLEX	2/7/2019	813.61
11	2/6/2019	EFT	804	FLEX-DDC	2/7/2019	1,017.38
12	2/6/2019	EFT	800	Work Comp	2/7/2019	109.06
13	2/7/2019	EFT	804	FLEX	2/8/2019	364.11
14	2/8/2019	EFT	801	IACT	2/9/2018	898,673.41
15	2/8/2019	EFT	804	FLEX	2/11/2019	1,159.03
16	2/9/2019	EFT	804	FLEX	2/11/2019	608.19
17	2/10/2019	EFT	804	FLEX	2/11/2019	532.39
18	2/11/2019	EFT	804	FLEX	2/12/2019	65.00
19	2/11/2019	EFT	801	GYM/Massage	2/12/2019	4,526.40
20	2/12/2019	EFT	804	FLEX	2/12/2019	28.05
21	2/12/2019	EFT	804	FLEX	2/13/2019	425.41
22	2/13/2019	EFT	800	Work Comp	2/13/2019	236.86
27	2/13/2019	EFT	804	FLEX	2/14/2019	863.90
28	2/14/2019	EFT	801	H.S.A. EE	2/14/2019	17,731.52
29	2/14/2019	EFT	804	FLEX	2/15/2019	293.80
26	2/15/2019	EFT	804	FLEX	2/18/2019	193.21
30	2/16/2019	EFT	804	FLEX	2/18/2019	605.35
25	2/18/2019	EFT	804	FLEX	2/19/2019	33.24
24	2/19/2019	EFT	804	FLEX	2/20/2019	420.52
23	2/20/2019	EFT	804	FLEX	2/21/2019	445.10
31	2/21/2019	EFT	804	FLEX	2/22/2019	342.19
32	2/19/2019	EFT	804	FLEX-DDC	2/19/2019	180.00
33	2/19/2019	EFT	801	CIGNA	2/19/2019	40,771.29
34	2/19/2019	EFT	800	Work Comp	2/19/2019	3,754.06
35	2/19/2019	EFT	800	Work Comp	2/19/2019	15,310.15
36	2/22/2019	EFT	804	FLEX	2/25/2019	378.98
37	2/23/2019	EFT	804	FLEX	2/25/2019	95.38
38	2/24/2019	EFT	804	FLEX	2/25/2019	253.51
39	2/25/2019	EFT	804	FLEX	2/26/2019	105.00
40	2/26/2019	EFT	804	FLEX	2/28/2019	809.00
41	2/28/2019	EFT	804	H.S.A. EE	2/28/2019	17,781.52
42	2/27/2019	EFT	804	FLEX	2/28/2019	700.17
43	2/26/2019	EFT	804	FLEX	2/28/2019	745.35
44		EFT	804	FLEX		
45		EFT	804	FLEX		
46		EFT	804	FLEX		
47		EFT	801	H.S.A. EE		
48		EFT	804	FLEX		
49		EFT	801	CIGNA		
50		EFT	804	FLEX		
51		EFT	804	FLEX		
52		EFT	804	FLEX		

**1,022,884.34**

**ALLOWANCE OF CLAIMS**

**\$ 1,022,884.34**

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

\_\_\_\_\_

\_\_\_\_\_

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 \_\_\_\_\_

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/24/2019	Bank Fees				1,212.71
3/22/2019	Claims				1,353,999.56
3/6/2019	Special Utility Claims				4,430.29
2/28/2019	Month Of February HSA/WorkComp/MT & Gym/CIGNA Sales Tax For January 2019				1,022,884.34
					<u><u>2,382,526.90</u></u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ **2,382,526.90**

**Dated this 19th day of March 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 \_\_\_\_\_