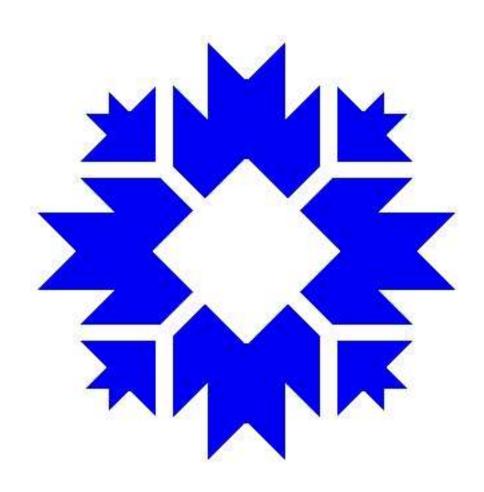
Board of Public Works Meeting March 6, 2018



REVISED AGENDA BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday, March 6, 2018 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. TITLE VI VIOLATIONS

1. Permission to Abate 3121 S. Marciel St.

IV. CONSENT AGENDA

- 1. Approval of Minutes February 20, 2018
- 2. Re-approval of the Century Village Plat
- 3. Confirm Appointments to the Bloomington Digital Underground Advisory Committee
- 4. Resolution 2018-08: Allow Mobile Vendor to Renew License to Operate in Public Right of Way (The Big Cheeze 2)
- 5. Resolution 2018-10: Allow Mobile Vendor to Renew License to Operate in Public Right of Way (Doner Kabob)
- 6. Resolution 2018-15: Allow Pushcart Vendor License to Operate in the Public Right of Way (Kona Ice)
- 7. Resolution 2018-11: Use of Public Streets for Bryan Park Kids Triathlon (Saturday, 7/17)
- 8. Resolution 2018-14: Use of Public Streets and Metered Spaces for Arts Fair on the Square (Saturday, 6/23)
- 9. Approve Addendum #2 to Extend Contract for Pavement Markings Project with Indiana Traffic Services for 2018
- 10. Request for Noise Permit for AIDS Walk and Light the Night Festival (Friday, 4/13)
- 11. Approval of Payroll

V. NEW BUSINESS

- 1. Resolution 2018-12: Request to Encroach in the Public Right of Way at 619 N. Morton St.
- 2. Approve Memorandum of Understanding with Gilliatte General Contractors for Right of Way Use at 619 N. Morton St.
- 3. Approve Change Order #1 with Ann-Kriss for 4th St. Garage Door Replacement Project
- 4. Approve Contract with Ann-Kriss for Emergency Repairs to Southeast Stairwell at 4th St. Garage
- 5. Approve Contract with Cassady Electric for Fire Station Headquarters Conduit Installation
- 6. Approve Contract with HFI for Sewer Lift Station Replacement
- 7. Resolution 2018-13: Sidewalk Repair and Maintenance Program

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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



Board of Public Works Staff Report

	J.			
Project/Event:	Title VI Aba	Title VI Abatement, 3095 S Walnut Street Pike		
	Previously	Known As: 3121 S. Marceil Street		
Petitioner/Representative:	Housing &	Housing & Neighborhood Development		
Staff Representative:	Dee Wills			
Date:	March 06, 2018			
Report: Request permission to al	pate the above	property for trash.		
Recommendation and Supporti	ng Justificati	on: Citations, Photos		
Recommend 🛛 Approval 🗌 [Denial by:	Dee Wills		
Recommend 🛛 Approval 🗌 [Denial by:	Dee Wills		
Recommend 🛛 Approval 🗍 [Denial by:	Dee Wills		
Recommend 🔀 Approval 🗌 [Denial by:	Dee Wills		
Recommend 🛛 Approval 🗍 [Denial by:	Dee Wills		



City of Bloomington Housing and Neighborhood Development

On 12/18/17, 1/4/18, 2/9/18, 2/15/18, Housing and Neighborhood Development (HAND) issued a ticket for the following violation of the City of Bloomington Municipal Code.			
6.04.070 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.			
6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.			
6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.	7		
This ticket was issued to the property located at PREVIOUSLY KNOWN AS: 3121 S. The violation has not been corrected and the correction period has lapsed. HAND MARCE therefore is requesting approval from the City of Bloomington Board of Public Works to STRE abate the violation.			
BPW Meeting Date: MARCH 6, 2018 Abatement Approved: (Y/N)			
Property Owner: JEFFREY JONES			
Address: 3929 W. ROLL AVE			
BLOOMINGTON, IN. 47403			
Is this a rental? (YN)			
Agent: RITA FODRILL			
Address: 3006 A - TED JONES DRIVE			
BEDFORD, IN. 47421			
Parcel Number: 53-08-16-400-002-039-009			
Texal Description 015-22771-39 TVY CHASE PUASE 1			

401 N. Morton Street Bloomington, IN 47404 Fax: (812) 349-3582 City Hall

Rental Inspections: (812) 349-3420 Neighborhood Division: (812) 349-3421 Housing Division: (812) 349-3401

www.bloomington.in.gov



Housing & Neighborhood Development Department (HAND)

P.O. Box 100

401 N. Morton Street

Bloomington, IN 47402

Date 2.15 -18	
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Time 4:37

Address/location 3121

www.bloomington.in.gov/hand/

Issued by: 527	47401
BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upo street more than 24 hours prior to pick up and must be removed on the same day as the sched	uled collection.
Fine Due: \$15.00 Warning (No fine due at this time) NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per B	Ticket# BMC 6.04.060(c).
BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recycl premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable to on the premises owned, occupied or controlled by such person either with or without the inter Fine Due: \$\Bigsim\$50 \Bigsim\$100 \$\Bigsim\$\$\$150 \$\Bigsim\$ Warning (No fine due at this tim NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or	materials or yard waste to be placed or deposited nt to remove, cover or burn it. e) Ticket#
BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to a or noxious plants beyond the height of 8 inches. □ Fine Due: □\$50 □\$100 □\$150 □ Warning (No fine due at this time NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or	ne) Ticket#
Comments:	
Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid Department for further enforcement action. This NOV must be returned with payment. You may re-	

- 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.
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Owner Name JEFFREY JONES
Address 3929 W. Rock SUE
City BLOOMINGTON State IN
Zip Code 47403

Agent Name RITA FODRILL
Address 3006 A - TED JONES De
City BED FORD State IN
Zip Code 4742/
Wild i m P il i de la

BPW:

Mail Copies To: Resident: Owner: L Agent:









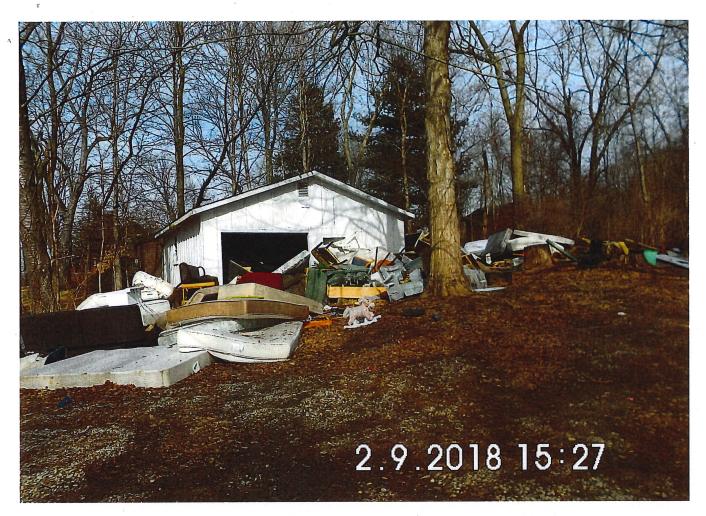




Housing & Neighborhood
Development Department (HAND)
P.O. Box 100
401 N. Morton Street
Bloomington, IN 47402
www.bloomington.in.gov/hand/

	www.bloomington.in.gov/nand/			
Da	te 2-9-18 Time 2:26 Address/location 3121 SMARCEIL ST			
Iss	ued by: 22 / 47 40/			
	BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the eet more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.			
NO	Fine Due: \$15.00			
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NO TO	Fine Due \$50 \$100 \$150 \$Warning (No fine due at this time) Ticket#			
or	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: \$\Begin{array}\text{S0} & \Begin{array}\text{S100} & \Begin{array}\text{S150} & \Begin{array}\text{Warning (No fine due at this time)} & \text{Ticket#}_{\text{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).}			
Co	mments:			

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	Owner Name JEFF REY JOWES Agent Name RITA FORRICL			
	Address 3929 W. KOLL AVE Address 306 A - TED JONES DR			
	City State / City SENFOLD State / State / City SENFOLD State / State / City State /			
[Zip Code 4742/ BPW: Mail Copies To: Resident: V Owner: V Agent: V			
Ľ	BPW: Mail Copies To: Resident: \(\sum \) Owner: \(\sum \) Agent: \(\sum \)			







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

www.bloomington.in.gov/hand/
e /- 4-18 Time 10:01 Address/location 3121 MARCE/L ST

Date /- 7 / O Time / O Address/location 3/2/ // ARCE/L 3/				
Issued by: 221 47401				
BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from t street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.				
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BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches. Fine Due: \$\Begin{align*} \text{\$\sigma} \				
Comments: REMOVE ALL BROKEN FURNITURE, TRASH, MATTRESS, Y DEBRIS FROM PROPERTY				
Maria de la companya della companya				
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	Owner Name JEFFREY JONES
	Address 3929 W ROLL AVE
	City BLOOMINGTON State IN
	Zip Code 47403
E	BPW:

The state of the s
Agent Name KITA FOBRILL
Address 3006 A - TED JONES De
City BEDFORD State IN
Zip Code 4742/
Mail Copies To: Resident: Owner: Agent: L



BPW:

Notice of Violation

Housing & Neighborhood
Development Department (HAND)
P.O. Box 100
401 N. Morton Street

401 N. Morton Street Bloomington, IN 47402 www.bloomington.in.gov/hand/

Da	Date 12-18-17 Time 9,58 Address/location 3/2/	S. MARCEIL ST
Is	Issued by: 227	47401
str	BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed up street more than 24 hours prior to pick up and must be removed on the same day as the sche	oon the street or sidewalk <i>so as to be visible</i> from the eduled collection.
.	\Box Fine Due: \$15.00 \Box Warning (No fine due at this time	
N	NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per	BMC 6.04.060(c).
pr	BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable on the premises owned, occupied or controlled by such person either with or without the integral of the premises owned.	e materials or yard waste to be placed or deposited
	\Box Fine Due: \Box \$50 \Box \$100 \Box \$150 \Box Warning (No fine due at this tin	
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or	BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to or noxious plants beyond the height of 8 inches.	allow it to become overgrown with weeds, grass,
	☐ Fine Due: ☐\$50 ☐\$100 ☐\$150 ☐ Warning (No fine due at this ti	
N(NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or	r \$150/day per BMC 6.06.070(c).
Co	Comments: KEMOVE ALL BROKEN FURNI AND TRASH TROM ROPERTY	THE MATTRESS
1.	1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid Department for further enforcement action. This NOV must be returned with payment. You may above. Please make check/money order payable to "HAND". All fines listed above may be considered to the Notice of Violation (NOV) to avoid Department for further enforcement action.	pay in person or mail payment to the address listed
2.	2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven exact copy of any and all leases in effect during the time period covered by the NOV (per occurre responsible for fines due. A non-possessory residential rental property owner is the owner of record Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time.	nce), at which time said tenant(s) shall be held rd, but one that is not a resident of said property.
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1.	4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed Department, within seven days of the date of issuance of this NOV.	d with the Board, via the City's Public Works
	Owner Name JEFFREY JONES Agent Name_	RITA FODRILL
	Address 3929 W. POLL AVE Address 30	Olo A- KD JONES DR
	City BLOOMINGTON State IN City DEN	FORD State TN
	Zip Code 47403 Zip Code	7/42/

Mail Copies To: Resident: Owner: Agent:











Zip Code

BPW:

Notice of Violation

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

			www.bloomington.in.gov/hand/
Dat	e 2-9-18 Time $2-36$ Address/	/location_3121	S MARCEIL ST
	ed by: 227		47401
	BMC 6.04.070 Containers, bags and other articles to be picked up	shall not be placed upor	n the street or sidewalk so as to be visible from th
	et more than 24 hours prior to pick up and must be removed on the		
	\square Fine Due: \$15.00 \square Warning (No fine	e due at this time)	Ticket#
NO	${f TE:}$ Immediate compliance required in order to avoid additional violations/fines	assessed at \$15.00/day per B	MC 6.04.060(c).
prenon t	BMC 6.06.020 It is unlawful for any person to throw, place, or scanises, street, alley, either public or private, or to suffer or permit at the premises owned, occupied or controlled by such person either was a such person of the premises owned, occupied or controlled by such person either was a such person of the premises owned, occupied or controlled by such person of the premises owned, occupied or controlled by such person of the premises owned, occupied or controlled by such person of the premises owned, occupied or controlled by such person of the premises owned, occupied or controlled by such person of the premises owned, occupied or controlled by such person of the premises owned, occupied or controlled by such person of the premises owned, occupied or controlled by such person of the premises owned, occupied or controlled by such person of the premises owned, occupied or controlled by such person of the premises owned, occupied or controlled by such person of the premises owned, occupied or controlled by such person of the premises owned, occupied or controlled by such person of the premises owned, occupied or controlled by such person of the premises of	ny garbage, recyclable n with or without the inten fine due at this time	naterials or yard waste to be placed or deposited at to remove, cover or burn it. e) Ticket#39465
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ce Box	100 na 47402		0003190429 FEB 12 2018 MAILED FROM ZIP CODE 47404
D	Resident 3121 S MARCEI BLOOMINGTON		
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	violation the owner shall be responsible for reimbursing the City for the a	abatement and all associate	ed cost.
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	Owner Name JEFFREY JOMES Address 3929 W. ROLL AVE City RLOOM IN 6 TO Al State TM	Agent Name Address 300 C	RITA FORRICL ORD State FN

Zip Code

Mail Copies To: Resident: Owner: Agent:



Housing & Neighborhood **Development Department (HAND)** P.O. Box 100

401 N. Morton Street Bloomington, IN 47402

www.bloomington.in.gov/hand/

Address/location < Issued by: BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection. ☐ Fine Due: \$15.00 ☐ Warning (No fine due at this time) NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.060(c).

Bloomington

ce Box 100 , Indiana 47402



Resident 3121 S MARCEIL ST

BLOOMINGTON, IN 47401

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BPW:

<u>, դեկին արդարական իրանի իրանի իրականին իրանի իրան</u>

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Owner Name JEFFREY	JONES
Address 3929 W 7	OLL AVE
City <u>Bloomini GTON</u> Zip Code 4740 3	State_/ N
Zip Code 9170 5	-

Agent Name KITA FOBRILL
Address 3006 A. TED JONES De
City BEDFORD State IN
Zip Code 4742/
Mail Copies To: Resident Owner: Agent:



Housing & Neighborhood
Development Department (HAND)
P.O. Box 100
401 N. Morton Street
Bloomington, IN 47402

	www.bloomington.in.gov/nand/
D	Pate 2/21/18 Time 1.0 Address/location 3095 S. WALNUT ST. PIKE
Is	ssued by: 227 AKA: 3121 S. MRCEIL ST 47401
st	BMC 6.04.070 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk <i>so as to be visible</i> from the reet more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.
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	Owner Name JEFFREY JONES Agent Name FITA FOORILL
	Address 3929 W. KOLL AVE Address 3006 A - TED JONES DE
	City BLOOMINGTON State IN City BEDFORD State IN

Zip Code

Mail Copies To: Resident: Owner: Agent:

47403

Zip Code

BPW:_







Housing & Neighborhood
Development Department (HAND)
P.O. Box 100
401 N. Morton Street

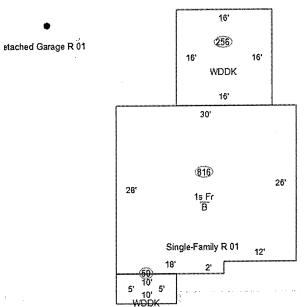
401 N. Morton Street Bloomington, IN 47402 www.bloomington.in.gov/hand/

Da	ate $\frac{2}{37/8}$ Time $\frac{2.02}{100}$ Address.	MOCATION 30.95 S. WALNUT ST PIKE
	sued by: 927	1. 3121 8 MARCEIL ST 4740/
str		shall not be placed upon the street or sidewalk so as to be visible from the e same day as the scheduled collection. e due at this time) Ticket#
144	71 E. Immeature compitance required in order to avoid additional violations/lines	assessed at \$15.00/day per BMC 6.04.060(c).
on	BMC 6.06.020 It is unlawful for any person to throw, place, or scannises, street, alley, either public or private, or to suffer or permit at the premises owned, occupied or controlled by such person either with the premises owned. So a such person of the premises owned of the premises owned of the premises owned. So a such person of the premises owned or person to throw, place, or scannises.	fine due at this time) Ticket#
or	noxious plants beyond the height of 8 inches.	ound within the city to allow it to become overgrown with weeds, grass,
	Fine Due: \Box \$50 \Box \$100 \Box \$150 \Box Warning (No 2) TE: Immediate compliance required in order to avoid additional violations/fines	fine due at this time) Ticket#assessed at \$50.00.\$100. or \$150/day per RMC 6.06.070(c)
1.		Violation (NOV) to avoid this matter being forwarded to the City's Legal with payment. You may pay in person or mail payment to the address listed above may be contested in the Monroe County Circuit Courts.
2.	Fines shall not attach to non-possessory residential rental property owner exact copy of any and all leases in effect during the time period covered	r(s) for a period of seven (7) days provided HAND is presented with a true and by the NOV (per occurrence), at which time said tenant(s) shall be held where is the owner of record, but one that is not a resident of said property.
3:	City has the authority to bring the property into compliance itself or the Compliance) and/or assessing costs associated with clean-up of the proper	rty, and pursuing any other remedies available by law, including but not limited the City of Bloomington Board of Public Works, enters the property and abates the
4.	This NOV may be appealed to the City's Board of Public Works, provided Department, within seven days of the date of issuance of this NOV.	ed a written appeal is filed with the Board, via the City's Public Works
	Owner Name JEFFREY JOWES	Agent Name RITA FODRILL
	Address 3929 W. ROLL AVE	Address 3006-A-TED JOWES DR
	City BLOOM ING TON State LAN	City SEDFORD State IN
	Zip Code 17703	Zip Code 47421
I	BPW:	Mail Copies To: Resident: Owner: 1 Agent:









± Download Photos Parcel Information

Owner Name Jones, Jeffrey S

Owner Address 3929 W Roll Ave Bloomington, In 47403

Parcel Number 53-08-16-400-002.039-009

Alt Parcel Number 015-32771-39

Property Address 3121 S Marceil St, Bloomington, In 47401

Property Class Code 4

Property Class

Other Commercial Housing

Neighborhood Walnut Street Pike - Pc - A, 53009071-009

Legal Description 015-32771-39 lvy Chase Phase 1 Lot 39

Taxing District

Township

Perry Township

Corporation

Monroe County Community

Land Description

Land Type	Acreage	Dimensions
and the same of the same and th		
9	0.93	
	and consistency described the conservation of	, where $\epsilon = \epsilon$, and then the meaning of the state of t

Transfer of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
			and the second s		
1900-01-01	Jones, Jeffrey S			Wd	

Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
2017-03-30	Annual Adjustment	\$37,000	\$59,100	\$96,100
2016-05-02	Annual Adjustment	\$37,000	\$57,300	\$94,300
2015-05-27	General Revaluation	\$37,000	\$56,700	\$93,700
2014-05-15	Annual Adjustment	\$37,000	\$55,700	\$92,700
2013-06-04	Annual Adjustment	\$37,000	\$55,000	\$92,000
2012-06-22	Annual Adjustment	\$37,000	\$55,600	\$92,600
2011-06-09	Annual Adjustment	\$37,000	\$48,800	\$85,800
2011-04-06	Ptaboa Determination (Form 115)	\$37,000	\$48,800	\$85,800
2010-03-01	Annual Adjustment	\$1,300	\$0	\$1,300
2009-03-01	Miscellaneous	\$1,300	\$0	\$1,300

Sales

Sale Date		Sale Price	Buyer Name	Seller Name
Public Utilities				
Water Sewer Gas Electricity All	Y N Y Y			

Exterior Features

Exterior Feature	Size/Area	
Wood Deck	50	
Wood Deck	256	

Special Features

Description	Size/Area

Parcel Information

Parcel Number

53-08-16-400-002.039-009

Tax ID

015-32771-39

Owner Name

Jones, Jeffrey S

Owner Address

3929 W Roll Ave Bloomington, In 47403

Legal Description

015-32771-39 lvy Chase Phase 1 Lot 39

Deductions

Туре

Amount

Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Bloomington City Perry Township	Spring Delinquent Penalty	\$97.86	\$0	\$0
Bloomington City Perry Township	Spring Delinquent Tax	\$978.64	\$0	\$0
Bloomington City Perry Township	Year Total Delinquent Penalty	\$97.86	\$0	\$0
Bloomington City Perry Township	Year Total Delinquent Tax	\$978.64		\$0

Overlay Report

Overlay by Landuse and Soil

PIN 18

53-08-16-400-002.039-009

Total Acreage

0.943

Total Adj. Acreage

0.930

Soil Type	Land Use Code	Land Type	GIS Acreage	Adj. Acreage
Ctc	4	Tillable Land	0.052	0.051
Ctb	5	Non-tillable Land	0.066	0.065
Cte	5	Non-tillable Land	0.785	0.774
Ctc	6	Woodland	0.040	0.040

Overlay by Landuse

PIN 18

53-08-16-400-002.039-009

Total Acreage

0.943

Total Adj. Acreage

0.930

Land Use Code	Land Type	GIS Acreage	Adj. Acreage	
4	Tillable Land	0,052	0.051	
5	Non-tillable Land	0.851	0.839	
6	Woodland	0.040	0.040	
the second second second second second	and the state of t			

Summary of Improvements

Buildings	Grade	Condition	Construction Year	Effective Year	Area
Detached Garage R 01	D	F .	1950		528
Single-family R 01	D	Α	1950		816

undefined

Accommodations

Bed Rooms 2 Finished Rooms 4

Plumbing

Full Baths 1
Full Baths Fixtures
Half Baths
Half Baths Fixtures
Kitchen Sinks 1

Other Residential Dwelling

Heat Type

Central Warm Air

Fireplaces
Attached Garages

Floors

Floor	Construction	Base	e Finished
1	Wood Frame	816	
В		816	



Tax Bill



The Board of Public Works meeting was held on Tuesday, February 20, 2018, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

REGULAR MEETING
OF THE BOARD OF
PUBLIC WORKS

Present: Kyla Cox Deckard

Kelly Boatman Dana Palazzo **ROLL CALL**

City Staff: Chris Wheeler – City Legal

Officer Brandon Siniard – Bloomington Police

Department

Andrew Cibor- Planning and Transportation Roy Aten - Planning and Transportation Liz Carter - Planning and Transportation Matt Smethurst - Planning and Transportation Sean Starowitz - Economic and Sustainable

Development

Adam Wason – Public Works Christina Smith – Public Works Jackie Moore – City Legal

None <u>MESSAGES FROM</u>

BOARD MEMBERS

None PETITIONS &

REMONSTRANCES

HEARING ON NOISE

APPEAL

Chris Wheeler, with City Legal, presented the Appeal of Noise Citation #37636 at 524 N. College Ave. See meeting packet for further details.

Appeal of Noise Citation #37636 at 524 N. College Ave.

Palazzo made a motion to deny the appeal and to uphold the citation as issued for Noise Citation #37636 at 524 N. College Ave. Boatman seconded. The motion passed. Appeal denied.

1. Approval of Minutes – February 6, 2018

- 2. Resolution 2018-07: Use of Public Streets for 4th Street Arts Festival (8/31/18-9/3/18)
- 3. Approve Agreement with Sycamore Knolls Neighborhood Association for Installation and Maintenance of Unlighted Neighborhood Signage in the Public Right of Way
- 4. Approval of Payroll for 2/16/18 in the amount of BPW 2-20-18

CONSENT AGENDA

Page 1

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

Andrew Cibor, with Planning and Transportation, presented the Memorandum of Understanding between the Board of Public Works and the Redevelopment Commission Regarding the Trades District Infrastructure Project. See meeting packet for further details.

Palazzo made a motion to approve the Memorandum of Understanding between the Board of Public Works and the Redevelopment Commission Regarding the Trades District Infrastructure Project. Boatman seconded. The motion passed. Memorandum approved.

Roy Aten, with Planning and Transportation, presented the Design Contract with Butler, Fairman & Seufert for the Jackson Creek Trail, Phase 2 Project. See meeting packet for further details.

Boatman made a motion to approve the Design Contract with Butler, Fairman & Seufert for the Jackson Creek Trail, Phase 2 Project. Palazzo seconded. The motion passed. Contract approved.

Liz Carter, with Planning and Transportation, presented the Memorandum of Understanding with Peine Engineering for Temporary Closure of Washington St. See meeting packet for further details

Boatman asked if any residents in the surrounding area would be impacted by the closure.

Doug Peine, explained the apartment residents will still have access from the eastside. The sidewalk will be closed as well for safety. Residents have been notified.

Palazzo made a motion to approve the Memorandum of Understanding with Peine Engineering for Temporary Closure of Washington St. Boatman seconded. The motion passed. Memorandum approved.

Matt Smethurst, with Planning and Transportation, presented Change Orders #3-8 for the 2nd/College and 3rd/Woodscrest Signal

NEW BUSINESS

Approve Memorandum of Understanding between Board of Public Works and Redevelopment Commission Regarding the Trades District Infrastructure Project

Approve Design Contract with Butler, Fairman & Seufert for the Jackson Creek Trail, Phase 2 Project

Approve Memorandum of Understanding with Peine Engineering for Temporary Closure of Washington St.

Approve Change Orders #3-8 for the 2nd/College

BPW 2-20-18 Page 2

Replacements Project. See meeting packet for further details.

Boatman made a motion to approve Change Orders #3-8 for the 2nd/College and 3rd/Woodscrest Signal Replacements Project. Palazzo seconded. The motion passed. Change orders approved.

and 3rd/Woodscrest Signal Replacements Project

Cibor presented the Memorandum of Understanding Between Planning and Transportation and City of Bloomington Utilities for Construction Costs of Water Utilities at the Intersection of Tapp Rd. and Rockport Rd. See meeting packet for further details. Approve Memorandum of Understanding Between Planning and Transportation and City of Bloomington Utilities for Construction Costs of Water Utilities at the Intersection of Tapp Rd. and Rockport Rd.

Boatman made a motion to approve the Memorandum of Understanding Between Planning and Transportation and City of Bloomington Utilities for Construction Costs of Water Utilities at the Intersection of Tapp Rd. and Rockport Rd. Palazzo seconded. The motion passed. Memorandum approved.

Resolution 2018-09: Use of Public Streets for Bloomington Handmade Market (Saturday, 6/2)

Sean Starowitz, with Economic and Sustainable Development, presented Resolution 2018-09: Use of Public Streets for Bloomington Handmade Market (Saturday, 6/2). See meeting packet for further details.

Boatman asked if the event is typically held indoors and around the same time of the year.

Jackie Howard, with the Bloomington Handmade Market, explained the Spring Market is typically held in the Fountain Square Mall in May. There is no rain date scheduled.

Boatman asked about the 21 & Up lounge.

Howard explained it will be a roped off tent near the DJ.

Palazzo made a motion to approve Resolution 2018-09: Use of Public Streets for Bloomington Handmade Market (Saturday, 6/2). Boatman seconded. The motion passed. Resolution 2018-09 approved.

Adam Wason, with Public Works, provided the following announcements:

- Sanitation Modernization: All cart exchanges have been completed.
- I-69 Construction: As the completion date for this project gets closer, residents will see a few more street closures. The goal is to have full functionality of all associated roads and overpasses by August.

STAFF REPORTS & OTHER BUSINESS

BPW 2-20-18 Page 3

Boatman moved to approve the Claims Register 1/31/18 to 2/23/18 in the amount of \$733,206.59. Palazzo seconded the motion. The motion passed. Claims approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 6:00 p.m.

ADJOURNMEN	T
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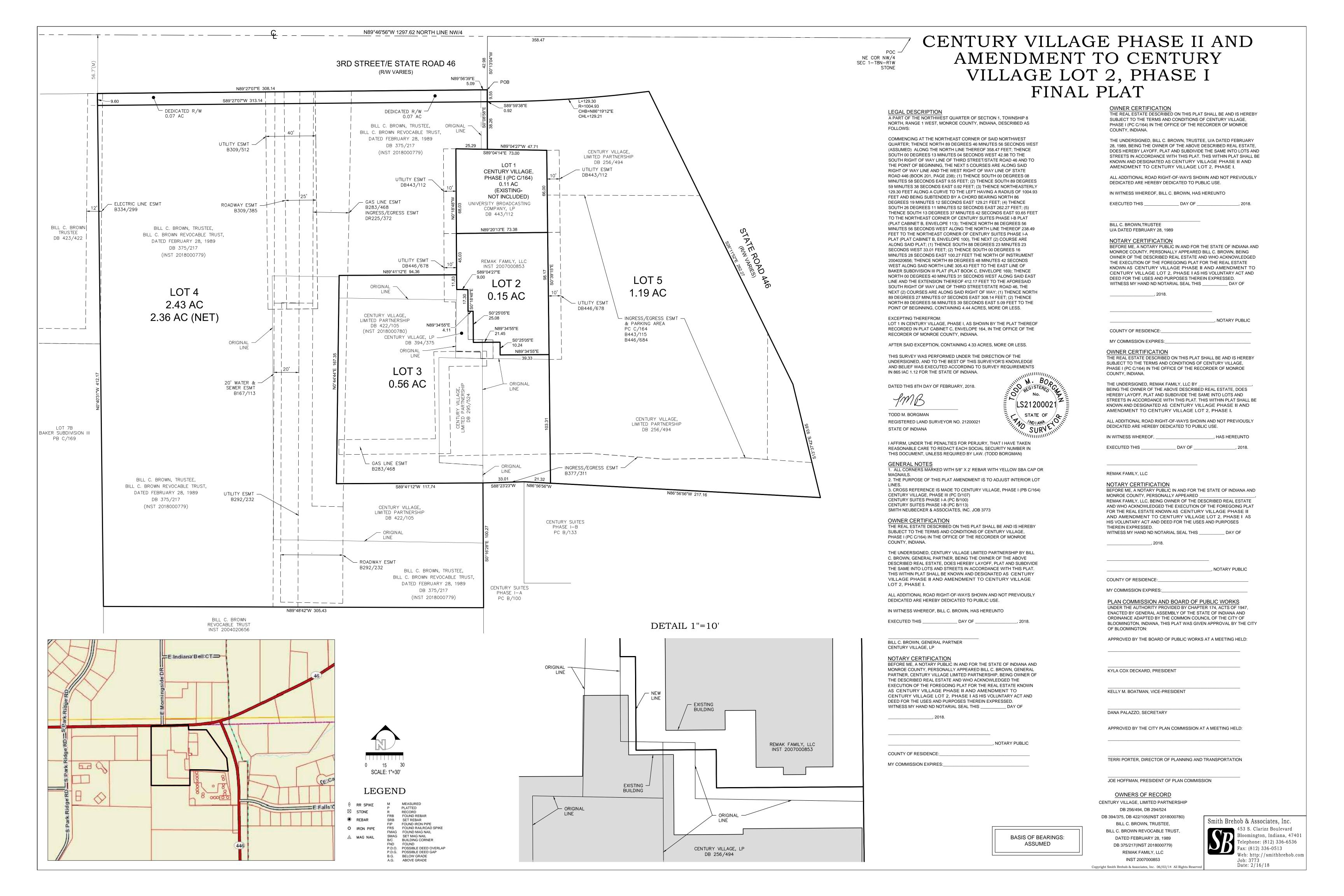
Accepted by:	
Kyla Cox Deckard, President	
Kelly Boatman, Vice-president	
Dana Palazzo, Secretary	
Date:	Attest to:

BPW 2-20-18 Page 4



Board of Public Works Staff Report

•	
Project/Event:	Re-approval of the Century Village Plat.
Petitioner: Bill C. Brown	
Consultant: Smith Brehob and Associates, Inc Steve Breh	
Staff Representative: Liz Carter, Engineering Technician	
Date:	3/6/2018
plat amendment during the December been made and the final plat has been	had previously approved the right of way dedication and 12, 2017 meeting. Since the prior approval, changes have updated. The changes were made to reflect new instrument pre-existing errors in ownership history. All changes were e parcels.
Recommendation and Supporting Juplat with the minor changes that have be	astification: Staff recommends that the Board approve this been made.
Recommend 🔀 Approval 🗌 Denia	al by Liz Carter



MEMORANDUM

TO: BOARD OF PUBLIC WORKS

FROM: RICK DIETZ

SUBJECT: BDUAC APPOINTMENTS

DATE: 02/08/2018

CC: MICK RENNEISEN

Board Members,

I am pleased to request reappointment to the BDU Advisory Committee for terms starting Jan 31, 2018 of the following individuals currently serving:

- Michelle Cole, Chief Operations Officer of Envisage Technologies, and
- Dr. Mike Sullivan, Chief Executive Officer of HealthLINC.

We further request the appointment of a new member to this advisory panel:

 Marianne Chitwood, Director of the I-Light Network and Director of Operations for the GlobalNOC at Indiana University.

We believe these individuals will make valuable contributions to the City's technology deliberations and related infrastructure initiatives through service on the BDUAC. We are grateful to have such skilled and dedicated individuals interested in serving our community.

Warm regards,

Rick Dietz. Director

Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

Michelle Cole leads Envisage Technologies with responsibilities for marketing, development, project and product management, quality assurance, infrastructure and customer care. She is a strong proponent of agile development, usable design and chaos reduction. With formal education in psychology, sociology and information technology, she experiments in hiring and software development processes. She has succeeded in transforming both Fortune 1000 and small entrepreneurial companies to agile development.

Michael Sullivan, M.D. Michael Sullivan, M.D. currently serves as the Chief Executive Officer of HealthLINC. Prior to joining HealthLINC, Dr. Sullivan served as Associate Director of Health Sciences for Internet2, a nonprofit whose 350 members include leading universities, research institutes, and government agencies. Internet2 operates an advanced nationwide fiber-optic network operating at 100 Gigabits per second. Dr. Sullivan worked with biomedical researchers, health care organizations, and government agencies like NIH, CDC, NSF, DOE, and FCC to

promote cyberinfrastructure support for advanced applications in the life sciences. Dr. Sullivan received his BA degree in biophysics from the Johns Hopkins University and his MD degree from the University of Kansas. He practiced emergency medicine for fifteen years and served as the CEO of an emergency physician group. He has 25 years experience in medical informatics as a medical software developer and health IT consultant. In recent years he has contributed to the creation of several health networks, including the Indiana Telehealth Network, the HealthLINC Health Information Exchange, and the Nationwide Health Information Network (NwHIN).

Marianne Chitwood: As Director for the I-Light Network Marianne has responsibility for managing the installation of the I-Light fiber backbone throughout the state of Indiana and has deployed over 30 POP's and amplification sites throughout the network. She has also been responsible for building last mile dark fiber to every college and university in the State. Additionally Marianne co-authored with Zayo Bandwidth a grant proposal under the Federal BTOP program which was awarded 34 Million dollars to deploy fiber to 21 Ivy Tech campuses throughout the state. This project brought broadband to underserved communities across Indiana.



Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Cory Sampson – The Big Cheeze 2

Staff Representative: Laurel Waters **Meeting Date:** March 6, 2018

Cory Sampson, owner of The Big Cheeze has applied to renew his Mobile Vendor License to operate a food truck. This is their secondary food truck. It has been determined that when the applicant wants to operate in the right of way, before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application. The Board of Public Works' approval to operate in the public right of way is one of the items on the checklist that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food truck selling various grilled cheese sandwiches, sides and beverages.

This application is for 1 year.

Staff is supportive of the request.

Recommend ☑ Approval ☐ Denial by Laurel Waters

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2018-08

Mobile Vendor in Public Right of Way Cory Sampson, dba The Big Cheeze 2

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

WHEREAS, Cory Sampson, dba The Big Cheeze 2 ("Vendor") intends to seek a Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

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

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

- 1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on March 7, 2018, and ending on March 6, 2019.
- 2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.
- 3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor's operation on City property.
 - c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
 - d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
 - e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
 - f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior

approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:

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

ADOPTED THIS	_DAY OF March, 2018.
BOARD OF PUBLIC WORK	XS:
Kyla Cox Deckard, President	
Kelly M. Boatman, Vice-Presid	dent
Dana Palazzo, Secretary	<u></u>
ALL TERMS AND CONDITIONS CO ARE ACCEPTABLE AND AGREED	NTAINED IN THIS RESOLUTION 2018-08 TO BY VENDOR:
	Date:
Cory Sampson, The Big Cheeze 2	

2018/2019 Application

Muly



MOBILE VENDOR LICENSE APPLICATION

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

1. License Le	ngth and	Fee Appli	cation				,
Length of License: 2	☐ 24 Hours	☐ 3 Days	☐ 7 Days	☐ 30 Days	☐ 3 Months	☐ 6 Months	1/Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350
2. Applicant	Informat	ion					
Name:	The second second second						
Title/Position:	10-0	Sampsin wner					
Date of Birth:		25/91					
Address:	903 0	lover Dr.					
City, State, Zip:	Emetts	ville, IN	47429	Chec ce. Lo Mobile			
E-Mail Address:	Cong	Sampson	@ The Big	Checte. 60	m		
Phone Number:	U			Mobile	Phone: (3	17) 708-8	300
3. Indiana Co							
If applicant is no	ot a resider	t of Indiana,	they must de	esignate a res	ident to serve	as a contact.	
Name:							
Address:							
City, State, Zip:							
E-Mail Address:							
Phone Number:				Mobile	Phone:		

Name of Employer:	The Bis	Chiere Li	LC	m, n , , , , , , , , , , , , , , , , , ,	
Address of Employer:	3637	E. Byn	Maws 17401	Dr.	
City, State, Zip:	Bloomingto	n IN	17401		en garan an ann an ann an ann ann ann ann an
Employment Start Date:	09/11		End Date (If I		
Phone Number:	(317) 908-9	8300			
Website / Email:	The Big Cl	ucze, con	\		
Company is a:	Limited Liability Corporation (LLC)	Corporation	Partnership	Sole Proprietor	Other:
Rame Con Sampson	,		Address 903 Clor	w Or.	t
Con Sampson			703 Clar	er Dr.	ward Dr.
		.,,,,			
, , , , , , , , , , , , , , , , , , ,		***************************************			
		,,.,.,,,			4, 11, 11, 11, 11, 11, 11, 11, 11, 11, 1
			11,1,000		
		Ť			
6. Company Inco		formation (For Corpora	tions and	LLCs Only)
6. Company Inco Date of incorporation or organization:			For Corpora	tions and	LLCs Only)
Date of incorporation	09/		For Corpora	tions and	LLCs Only)

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

Planned hours of operation:	Tws-Sat	11am - 3am	
Place or places where you will conduct business (If private property, attach written permission from property owner):	KNHWOOd		
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach		
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes 🗆		No 🗹
(If Yes) Provide details			

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

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

For City Of Bloomington Use Only Date Received: Received By: Date Approved: Approved By:





State Form 480000 (R471-17) INDIANA CERTIFICATE OF VEHICLE REGISTRATION Approved by State Board of Accounts 2016

LASS AGE ISSUE DATE	PUR DATE 02/29/16 53	GOUNTY - MONROE	TP PLYR PLATE R 18 TR632ZD	PL TP WEIGHT PR YR LS T IG GP 12 17 N	YPE PRIOR YR PL TR TA632ZDG
EXPIRATION DATE 02/28/19	MUNICIPALITY NONE OF THE ABOVE	VEHICLE YEA 16	R MAKE MODEL GUS	VEHICLE IDENTICATION NUMBER 4C9BE2026FE343407	TYPE COLOR TR WHI
CURRENT EXTAX YEAR TAX 28.00	EX CREDIT DAY CREDIT	NET EX TAX CO. 28.00	WHEELIBUR MUN, WHE 40.00 0.0		IN FEE TOTAL .00 140.00
PRIOR EXTAX YEAR TAX 0.00	EX CREDIT DAY CHEDIT	NET EX TAX CO. 0.00	WHEELIBUR MUN. WHE 0.00 0.0		IN FEE TOTAL 0.00

GENERAL TRAILER NEW FORMAT 12,000

IINT

Legal Address 3837 E BRYN MAWR DR BLOOMINGTON, IN 47401-7887



JOHN CHADWICK SUTOR 3637 E BRYN MAWR DR BLOOMINGTON, IN 47401-7887



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BATCH# 801019 SEQUENCE# 675 1/1

INSTRUCTIONS FOR APPLYING PLATE DECALS

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



reer ne

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING	INSPECTION	pom Ps	tine	
INSPECTOR'S NAME	~ Mofier	2	INSPECTOR'S F	PHONE # 812-336-(302
DATE OF INSPECTION 2	8-18			
TAXICAB COMPANY				
VEHICLE YEAR			MODEL	
VIN 4C9BE2026	FE3434	07		
	DACC	FAIL	CONANAENTS	
LIGHTS (Front & Rear)	PASS	FAIL	COMMENTS	
FLASHERS	<u> </u>			
REFLECTORS	V	^ ^	NATON	VIVI VIVI
HORN	PDL		NGIUN	ZINDENER
WINDSHIELD WIPERS	_	-		
MIRRORS				
SEATBELTS				
BUMPER HEIGHT				
ALL WINDOWS				
MUFFLER				
TIRES	<u>\</u>			
BRAKES				
DOORS	\checkmark			
GENERAL CONDITION	$\overline{\mathcal{C}}$			

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

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

Additional Comments by Inspe	ector:			
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CITYUF	BLO	OWING	TON	PINDIANA
	,			
Inspector Signature //				
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Date: 2-8-18				

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

City of Bloomington

Department of Economic and Sustainable Development

401 N. Morton St.

Bloomington, Indiana 47404

812-349-3419

CERTIFICATE OF LIABILITY INSURANCE

02/13/2018 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: KENDRA WEGING PRODUCER SHEPHERD INSURANCE LLC -PHONE FAX: (317)846-5444 CLIENT CONNECTION 800 S WASHINGTON ST E-MAIL ADDRESS: kwieging@central-insurance.com VAN WERT, OH 45891 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A All America 20222 INSURER B 20230 Central Mutual INSURED CERTAIN ENTERPRISES LP INSURER C DBA THE BIG CHEEZE 2216 S LAURELWOOD DR INSURER D BLOOMINGTON, IN 47401 INSURER E INSURER F **CERTIFICATE NUMBER REVISION NUMBER** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EXP ADDUSUBR POLICY EFF TYPE OF INSURANCE INSR WVD POLICY NUMBER (MM/DD/YYYY) (MM/DD/YYYY) LIMITS LTR GENERAL LIABILITY 10/15/2017 10/15/2018 EACH OCCURRENCE 1,000,000 9893611 COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED PREMISES \$ 300,000 (Ea occurrence) CLAIMS-MADE X OCCUR MED EXP (Any one person) 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: PERSONAL & ADV INJURY 1,000,000 POLICY X PRO-JECT GENERAL AGGREGATE 2,000,000 \$ PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT 9893612 10/15/2017 10/15/2018 1,000,000 Α AUTOMOBILE LIABILITY (Ea accident) ANY AUTO BODILY INJURY (Per person) \$ SCHEDULED ALL OWNED BODILY INJURY (Per accident) 8 AUTOS AUTOS PROPERTY DAMAGE HIRED AUTOS NON-OWNED (Per accident) AUTOS 10/15/2017 10/15/2018 EACH OCCURRENCE 1,000,000 9893613 UMBRELLA OCCUR LIAB AGGREGATE 1.000.000 Χ **EXCESS LIAB** CLAIMS-MADE X RETENTION \$ DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **CERTIFICATE HOLDER**

City of Bloomington 401 N Morton St Bloomington IN 47404

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

KENDRA WIEGING

John Hamilton

Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

P.O. Box 100

f. 812.349.3520

Bloomington, Indiana 47402

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

Big Cheeze LLC

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

Name, P

Signature

2/12/18

APPROVED AND FILED CONNIE LAWSON INDIANA SECRETARY OF STATE 02/06/2017 11:33 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Business Flexibility Act

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID

201702061179379

BUSINESS TYPE

Domestic Limited Liability Company

BUSINESS NAME

THE BIG CHEEZE LLC

PRINCIPAL OFFICE ADDRESS

2216 South Laurelwood Drive, Bloomington, IN, 47401, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

NAME

MALLOR GRODNER LLP

ADDRESS

511 WOODSCREST DR, BLOOMINGTON, IN, 47401, USA

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION

Perpetual

EFFECTIVE DATE

02/06/2017

ARTICLE IV - PRINCIPAL(S)

TITLE

Member

NAME

John Chadwick Sutor

ADDRESS

2216 South Laurelwood Drive, Bloomington, IN, 47401, USA

TITLE

Member

NAME

Cory Sampson

ADDRESS

903 Clover Drive, Ellettsville, IN, 47429, USA

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S) Yes

APPROVED AND FILED CONNIE LAWSON INDIANA SECRETARY OF STATE 02/06/2017 11:33 AM

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY February 6, 2017

SIGNATURE

John Chadwick Sutor

TITLE

Member

Business ID: 201702061179379

Filing No: 7507939

Date of this notice: 02-06-2017

Employer Identification Number:

81-5242508

Form: SS-4

Number of this notice: CP 575 B

BIG CHEEZE LLC JOHN CHADWICK SUTOR MBR 2216 S LAURELWOOD DR BLOOMINGTON, IN 47401

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-5242508. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

Form 1065 03/15/2018

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

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

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

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

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is BIGC. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 02-06-2017) –

EMPLOYER IDENTIFICATION NUMBER: 81-5242508

FORM: SS-4

NOBOD

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 BIG CHEEZE LLC JOHN CHADWICK SUTOR MBR 2216 S LAURELWOOD DR BLOOMINGTON, IN 47401

John Hamilton Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

p. 812.349.3418 f. 812.349.3520

Prohibited Location Agreement

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

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

No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.

No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.

No mobile food vendor unit shall locate in an alleyway.

Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.

Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.

No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.

No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.

No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.

No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.

No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.

No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.

No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

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

Vendor: The Big Cherrell (
Name: Cong Dampson, The Big Cherze LL	(
Signature:	
Date: 2/12/18	

John Hamilton Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

P.O. Box 100

Bloomington, Indiana 47402

f. 812.349.3520

Standard of Conduct Agreement

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

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

Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code

A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights

No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone phones, streetlight poles, traffic signal poles or fire hydrants

No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit

Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department

No mobile food vendor unit may make use of any public or private electrical outlet while in operation

Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:

- The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
- The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
- Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

 Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.

No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance

Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred

Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk

Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:

- Be placed approximately 20 feet from a building or structure;
- o Provide a barrier between the grill or device and the general public;
- The spark, flame or fire shall not exceed 12 inches in height;
- A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;

Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales

No mobile food vendor unit shall ever be left unattended

Mobile food vendor units shall not be stored, parked or left overnight on any City property

All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains

All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes

No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department

All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code

All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code

No mobile food vendor shall have a drive-thru

The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".

O Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

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

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

Vendor: The Big Cheer CLC
Name: Cony Sampon, The Big Chery LLC
Signature:
Date: 2/12/18

City of Bloomington Fire Department

Mayor John Hamilton Fire Chief Jason Moore 300 E 4th St Bloomington IN 47402 (812) 332-9763 Fax (812) 332-9764

Food Vendor Certificate

Date: 02/13/2018

Business Name: Big Cheeze 2

Address: $_{3637}$ E BRYN MAWR DR

TRLR 2

Phone:

The following permit has been issued:

Permit No. 18-0098

Type: FOOD Temporary Vender/Cooking

Issued Date: 02/13/2018
Effective Date: 02/13/2018
Expiration Date: 02/13/2019

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact City of Bloomington Fire for more information.

2/13/2018

Inspector: Tim Clapp Date



Mobile Food Service Establishment

Monroe County Health Department Bloomington, IN 47404-3989 812-349-2542

> Big Cheeze II Chad Sutor 2361 w. Rappel Bloomington, IN 47404

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

Issued <u>FFR 1 2 2018</u>

By Thomas W Man pro

Permit Expires: 2/28/2019

This License Is Not Transferable to Another Individual or Location



Staff Report

Project/Event: Mobile Vendor in right of way	
Petitioner/Representative: Ahmad Naderi	
Staff Representative: Laurel Waters	
Meeting Date: March 6, 2018	
Ahmad Naderi, owner of Doner Kebab has applied to renew his Mobile Vendor License to operate a food truck. It has been determined that when the applicant wants to operate in the rig of way, before the permit is issued, permission must be obtained from the Board of Public Wo The Department of Economic & Sustainable Development has reviewed the application. The Board of Public Works' approval to operate in the public right of way is one of the items on the checklist that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.	orks
The business will operate from a food truck selling gyros.	
This application is for 1 year.	
Staff is supportive of the request.	
Recommend ☑ Approval □ Denial by Laurel Waters	

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2018-10

Mobile Vendor in Public Right of Way Ahmad Naderi, dba Doner Kebab Inc.

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

WHEREAS, Ahmad Naderi dba Doner Kebab, Inc. ("Vendor") intends to renew Mobile Vendor License under Bloomington Municipal Code 4.28; and

WHEREAS, Vendor has obtained and submitted required documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including proof of an independent safety inspection, proof of insurance, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health Department; and

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

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

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

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

- 1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on March 21, 2018, and ending on March 20, 2019.
- 2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.
- 3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor's operation on City property.
 - c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other

- restrictions regarding its location in a public parking space.
- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers' Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

	ADOPTED THIS	DAY OF			_2018.			
	BOARD OF PUBLIC WORKS:							
	Kyla Cox Deckard, President							
	Kelly M. Boatman, Vice-President							
	Dana Palazzo, Secretary							
	TERMS AND CONDITIONS CON ED TO BY VENDOR:	TAINED IN	THIS	RESOLUTION	2018-10	ARE	ACCEPTABLE	AND
A 1 o	Madari Danan Vahah Jua	Date:						
Ammac	l Naderi, Doner Kebab, Inc.							



MOBILE VENDOR LICENSE APPLICATION

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

Length of	1 Year \$350
24 Hours 3 Days 7 Days 30 Days 3 Months 0 Months	
License Fee: \$25 \$30 \$50 \$75 \$150 \$200	\$350
	•
2. Applicant Information	
Name: Ahrnord Nacleri	
Title/Position: Owner	
Date of Birth: 09/10/1970	
Date of Birth: $09/10/1970$ Address: $3800 = McCracken Way$	
City, State, Zip: Blownington IN 47408	
E-Mail Address: done (keb) (amail . Com	
Phone Number: 812 - 219 - 1956 Mobile Phone: 812 - 219 - 19	56
3. Indiana Contact Information (For non-residents only)	
If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.	
Name:	
Address:	
City, State, Zip:	
E-Mail Address:	
Phone Number: Mobile Phone:	

4. Company Information Name of Employer: Address of Employer: City, State, Zip: **Employment Start** End Date (If known): Date: Phone Number: Website / Email: Limited Sole Other: Company is a: Liability Proprietor Partnership Corporation Corporation (LLC) 5. Company Officer Information Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company. Name **Address** Nadesi Ahmad 6. Company Incorporation Information (For Corporations and LLCs Only) BANGE 11/04/16 Indiand Date of incorporation or organization: State of incorporation or organization: (If Not Indiana) Date qualified to transact business in state of Indiana:

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

Cigre	9		
Planned hours of operation:	11:00 APM	- 10:0	OPM
Place or places where you will conduct business (If private property, attach written permission from property owner):	Kirkwood	AVE	•
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach		
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes 🕊		No [2]
(If Yes) Provide details			

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

For City Of Bloomington Use Only				
Date Received:	Received By:	Date Approved:	Approved By:	
Hustey 2	9118			



State Form 48099 (R5/7-17) Approved by State Board of Accounts 2017 INDIANA CERTIFICATE OF VEHICLE REGISTRATION Accounts 2017

	88UE DATE 09/07/17	PUR DATE 08/28/15	53	COUNTY - MONRO		TP P	12 YR 17	PLATE XKF242	PL TP SP	WEIGHT	PR YR 16	/PE I	PRIOR YR PL XKF242
EXPIRATION (08/21/18		MUNICIF Bloomi		VEI	IICLE YEAR 85		MAKE GMC	MODEL VAL		IDENTIFIC		TYPE VA	COLOR WHI/
CURPENT YEAR TAX	VEH EX TAX 12.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 12.00		.00 ELVEX	TAX M	UN. WHEEL! 0.00	EX TAX	8TATE RE 21.3		N FEE .00	TOTAL 73.35
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00		.00 .00	TAX M	UN. WHEEL/	EX TAX	STATE RE 0.0		N FEE 00	TOTAL 0.00
REGISTRATION LICENSE TYPE													

IN GOD WE TRUST NEW FORMAT HIGH DIGIT PASSENGER

SST

Legal Address 3911 E STONEGATE CT BLOOMINGTON IN 47401-9801

AHMAD N NADERI 3911 E STONEGATE CT **BLOOMINGTON, IN 47401-9801**



2-2-73

BATCH# 34412 SEQUENCE# 73



INSTRUCTIONS FOR APPLYING PLATE DECALS:

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

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CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING	G INSPECTION	ON Pomp	os Tire	Service	
INSPECTOR'S NAME #	EVIN U	uphresi	INSPECTOR	S PHONE #_	812-336-6302
DATE OF INSPECTION $Q = 20 - 17$					
TAXICAB COMPANY	14.4		06	Ye. A	
VEHICLE YEAR 1985			MODEL_	P3500	
VIN /GTHP 327	and the little	paga dalam mengalah berasah dibir Kiri			
					National Control
LIGHTS (Front & Rear)	PASS X	FAIL	COMMENTS		
FLASHERS	<u>X</u>	. '			
REFLECTORS	<u>X</u>	· <u></u>	· .		
HORN	<u>X</u>	* 1			
WINDSHIELD WIPERS	X		:::		
MIRRORS	X	4. V.13 4.			
SEATBELTS	$\overline{\chi}$				
BUMPER HEIGHT	<u>X_</u>			essa essa especiale en es	
ALL WINDOWS	χ_{\perp}				
MUFFLER	X				
TIRES	X				
BRAKES	X			1965 V V V	X.
DOORS	$\overline{\chi}$				
GENERAL CONDITION OF VEHICLE	X	Management Assessment			

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

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

dditional Comments by Insp	ector:
:	
	경영등의 기계
spector Signature	
aspector Signature	
ate:	
.	

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

City of Bloomington

Department of Economic and Sustainable Development

401 N. Morton St.

Bloomington, Indiana 47404

812-349-3419



SHELTER INSURANCE COMPANIES

GENERAL LIABILITY EVIDENCE OF INSURANCE AS OF 01/22/2018

NAME AND ADDRESS OF NAMED INSURED: DONER KABAB INC 3800 E MCCRACKEN WAY BLOOMINGTON, IN 47408 AGENT:

HAZEN INSURANCE AGENCY LLC

509 E HILLSIDE DR

STE 102

BLOOMINGTON, IN 47401-7740

(812) 334-1413

AGENT NUMBER

13-D743-51

Policy Number: 13-31-9383969-1

Effective Date: 02/27/2017, 8:41 AM Central Time Expiration Date: 02/27/2018, 12:01 AM Central Time

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE LOCATION OF THE DESCRIBED PREMISES IS 3800 E MCCRACKEN WAY BLOOMINGTON, IN 47408

BUSINESS OF THE NAMED INSURED IS: FOOD TRUCK

THE NAMED INSURED IS: CORPORATION

THE LIMIT OF THE COMPANYS LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

Limits of Insurance General Appregate (O	\$	2,000,000			
General Aggregate (Other Than Product - Completed Operations) Products - Completed Operations Aggregate Limit (See Each Classification Below)					
Personal and Advertis	\$	1,000,000			
Each Occurrence Lim	\$	1,000,000			
Rented To You Limit	\$	100,000 5,000			
Medical Expense Limit (Any One Person) Premium \$					
					Coverage Form and D
Code Key	Description	Premium Basis	Premiun		
	KEN WAY BLOOMINGTON, IN 47408 (COUNTY 105)	30000	68.00		

	<u>Limit</u>	G
CG-00-01		Commercial General Liability Coverage Form
CG-24-07	RESTAURANTS - WITH NO	Products/completed Operations Hazard Redefined
	SALE OF	
CG-21-67		Fungi Or Bacteria Exclusion
IL-00-17		Common Policy Conditions
CG-20-10	PENGUIN ENTERPRISES,	Additional Insured - Owners, Lessees or Contractors (Form
	LLC DBA THE CHOCLATE	
	MOOSE	
CG 24 04	PENGUIN ENTERPRISES,	Waiver of Transfer of Rights of Recovery Against Others To
	LLC DBA T	
CG 24 04	FIRST UNITED	Waiver of Transfer of Rights of Recovery Against Others To
	METHODIST CHURCH	
CG-20-29	CITY OF BLOOMINGTON,	Additional Insured - Grantor Of Franchise
	IN	
CG-20-10	FIRST UNITED	Additional Insured - Owners, Lessees or Contractors (Form
	METHODIST CHURCH OF	
	BLOOMINGTON INC	
IL 00 21		Nuclear Energy Liability Exclusion

TERM 12 MONTHS ZONE CODE 506 INSURED: DONER KABAB INC

ADDITIONAL INSURED CITY OF BLOOMINGTON, IN 401 N MORTON ST BLOOMINGTON, IN 47404-3729 ADDITIONAL INSURED PENGUIN ENTERPRISES, LLC DBA THE CHOCLATE MOOSE PO BOX 1685 **BLOOMINGTON, IN 47402-1685**

ADDITIONAL INSURED FIRST UNITED METHODIST CHURCH OF BLOOMINGTON INC 219 E 4TH ST

BLOOMINGTON, IN 47408-3503

John Hamilton

Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

P.O. Box 100

f. 812,349,3520

Bloomington, Indiana 47402

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Alcación de Ser.
Signature
Donos Vabab



STATE OF INDIANA

Indiana Department of Revenue Indiana Government Center North 100 North Senate Avenue Indianapolis, IN 46204

DATE:

04/30/2016

CORRESP ID: 1600133069426

TID/LOC:

0156025345-000

1600133069426

DONER KEBAB 3911 E STONEGATE CT BLOOMINGTON, IN 47401-9801



Dear Taxpayer:

Shirley Watkins at FRED & SHIRLEY WATKINS PTR has successfully registered DONER KEBAB in INtax as a client so that they can file and pay on your tax accounts. INtax is a free interactive website that allows businesses the ability to view, file and pay on Indiana tax accounts. One or more tax accounts belonging to DONER KEBAB was successfully registered.

You can access INtax by going to the website http://www.INtax.IN.gov. INtax gives you the ability to monitor activity on your tax accounts and remove the access of a service provider to your tax accounts.

If Shirley Watkins at FRED & SHIRLEY WATKINS PTR does not have the authority to register DONER KEBAB as a client within INtax, please call the number below so that the Department of Revenue can take corrective actions. A letter was also sent to FRED & SHIRLEY WATKINS PTR confirming that DONER KEBAB was added as a client to their company's INtax account.

Thank you for your interest in INtax.

Sincerely,

Indiana Department of Revenue **INtax Assistance Center** (317) 233-8729 Hours: Mon - Fri 8:00 AM - 4:30 PM http://www.INtax.IN.gov



REGISTERED RETAIL MERCHANT CERTIFICATE Indiana Department of Revenue

CONTROL NUMBER 1700145465843

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

DONER KEBAB 3800 E MCCRACKEN WAY APT 8 BLOOMINGTON, IN 47408–2760

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

000059

DONER KEBAB 3800 E MCCRACKEN WAY APT 8 BLOOMINGTON, IN 47408–2760 TID: 0156025345

LOC: 001

FID: 81-1413279/0

ISSUED: 09/09/2017 EXPIRES: 02/28/2018

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

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN

John Hamilton

Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

P.O. Box 100

f. 812.349.3520

Bloomington, Indiana 47402

Prohibited Location Agreement

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

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

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

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

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

Vendor:	Döner Kebab	
Name: A	hmad Nader	
Signature: _	Macad In San Je.	
Date:	148478 1/21/18	

John Hamilton Mayor CITY OF BLOOMINGTON

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N. Morton St Suite 130

p. 812.349.3418

P.O. Box 100

f. 812.349.3520

Bloomington, Indiana 47402

Standard of Conduct Agreement

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

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

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

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

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

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

Vendor: Döner Kebab
Name: Ahmad Nadeli
Signature: Mucciael & Seas.
Date:

City of Bloomington Fire Department

Mayor John Hamilton Fire Chief Jason Moore 300 E 4th St Bloomington IN 47402 (812) 332-9763 Fax (812) 332-9764

Food Vendor Certificate

Date: 02/21/2018

Business Name: Doner Kebob Food Truck

Address: 3800 E McCracken WAY

Bloomington, IN 47408

Phone: CELL 812-219-1956

The following permit has been issued:

Permit No. 18-0100

Type: FOOD Temporary Vender/Cooking

Issued Date: 02/21/2018
Effective Date: 02/21/2018
Expiration Date: 02/21/2019

It is the business's responsibility to ensure that conditions are in accordance with applicable State and Local fire regulations. Please contact City of Bloomington for more information.

2/21/2018

Inspector Tim Clapp Date

Mobile Food Service Establishment

Monroe County Health Department Bloomington, IN 47404-3989 812-349-2542

> DONER KABOB AHMAD NADERI 3911 Stonegate Court BLOOMINGTON, IN 47401

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

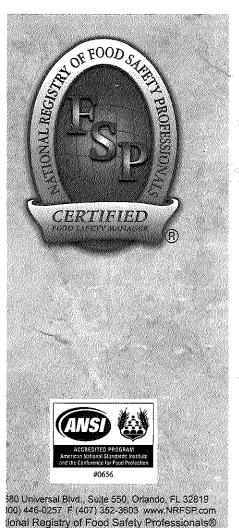
2018

Issued JAN 10 2018

By Momas W May para

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location



NATIONAL REGISTRY OF FOOD SAFETY PROFESSIONALS®

CERTIFIES

AHMAD NADERI

HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE

FOOD SAFETY MANAGER UNDER THE CONFERENCE FOR FOOD PROTECTION STANDARDS

LAWRENCE J. LYNCH, CAE

ISSUE DATE: MARCH 3, 2016 **EXPIRATION DATE: MARCH 3, 2021**

CERTIFICATE No: 21201051

TEST FORM: EXE52 This certificate is not valid for more

than five years from date of issue.











Board of Public Works Staff Report

Project/Event: Pushcart in Right of Way

Petitioner/Representative: Stohler Property Management dba Kona ICE of Bloomington

Staff Representative: Laurel Waters **Meeting Date:** March 6, 2018

Stohler Property Management has applied for a Pushcart License to operate a pushcart for Kona ICE in the Public Right of Way. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a pushcart selling prepackaged ice cream.

This application is for one year beginning March 7, 2018 and ending March 6, 2019.

Staff is supportive of the request.

Recommend ☑ Approval □ Denial by Laurel Waters

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2018-15

Pushcart in Public Right of Way Stohler Property Management, LLC dba Kona Ice of Bloomington, Inc.

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

WHEREAS, Stohler Property Management, LLC dba Kona Ice of Bloomington, Inc. ("Vendor") is applying for its Pushcart License under Bloomington Municipal Code 4.30; and

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

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

WHEREAS, Vendor has obtained a Mobile Food Service Establishment license from the Monroe County Health Department, and

WHEREAS, Vendor will not produce any type of spark, flame, or fire, and therefore, Vendor is not required to obtain a temporary vender permit from the City of Bloomington Fire Department; and

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

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

- 1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart from March 7th, 2018 until March 6, 2019.
- 2. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.30 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Pushcart license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Pushcart license throughout the term of Vendor's operation on City property.
 - c. Vendor may locate his business on a public sidewalk within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location on the public sidewalk.
 - d. Vendor shall remove his business from the public sidewalk within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location on a public sidewalk.
 - e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.30 (Pushcarts), and (2) all applicable City regulations, restrictions, and ordinances.
 - f. Vendor is prohibited from operating within a one-block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of

RESOLUTION 2018-15

Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:

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

ADC	PTED THISDAY OF	MARCH, 2018.
BOA	RD OF PUBLIC WORKS:	
Kyla	Cox Deckard, President	
Kelly	M. Boatman, Vice-President	
Dana	Palazzo, Secretary	
	S AND CONDITIONS CONTAIN BY VENDOR:	ED IN THIS RESOLUTION 2018-15 ARE ACCEPTABLE AND
		Date:
Warren Stohl	er,	
Stohler Prope	erty Management, LLC dha Kona Ice	of Ricomington, Inc.



PUSHCART LICENSE APPLICATION

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

1. License I Length of License: License Fee:	Length and 24 Hours \$25	d Fee App 3 Days \$30	lication 7 Days \$50	30 Days \$75	3 Months	6 Months \$200	1 Year \$350
2. Applican	t Informat	tion		i,	-7 5		
Name:			TOHLER				
Title/Position:		WHER	, 10110070				
Date of Birth:		102/1	053	,		v	
Address:			KER CR	EFU 0.	1		
City, State, Zi			LIE 1				
E-Mail Addres				*			
Phone Number	000	10HLER -363-7	@KONA.			65-610-	5024
3. Indiana	'					es elo	
If applicant is	not a reside	nt of Indiana	a, they must d	lesignate a re	sident to serve	as a contact	for the city.
Name:							
Address:							
City, State, Zi	p:						
E-Mail Addres	s:						
Phone Numbe	er:			Mobile	Phone:		

4. Company Information Name of Employer: Address of Employer: City, State, Zip: **Employment Start** End Date (If known): Date: 317-363-7810 Phone Number: KONA-ICE, Com WSTOHLER @KONA-ICE, COM Website / Email: Limited Other: Company is a: ☐ Sole Liability Proprietor Corporation Partnership Corporation (LLC) 5. Company Officer Information Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company. Name **Address** WARREN ESTOHLER CHAIR 4610 Hacker-Creek Rd DEBORAH J. STOHNER CEO 6. Company Incorporation Information (For Corporations and LLC's Only) Date of incorporation 7/25/2016 or organization: State of incorporation INDIANA or organization: (If Not Indiana) Date qualified to transact business in state of Indiana:

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

Snow Cones		
Planned hours of operation:	10:00 Am - 12:00 P	
Place or places where you will conduct business (If private property, attach written permission from property owner):	BLOOMINGTON Parks Senocs & any area where Permission Papers will be f	e small unit is needed Presented as needed
Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach	
Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?	Yes	No 🔼
(If Yes) Provide details		

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

¥	Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code: • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
Ø	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
V	A copy of your business's registration with the Indiana Secretary of State.
V	A copy of your Employer ID number
W	A signed copy of the Prohibited Location Agreement
	A signed copy of the Standards of Conduct Agreement
	Fire inspection (if required)
W	Picture of pushcart
	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/15/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy, certificate holder in fleu of such endors			ndorsement. A sta	tement on th	is certificate does not c	onfer rights to the
PRODUCER	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		CONTACT Amie Ro	paden		
Northern Kentucky Insurance	PHONE (859) 586_8580 FAX (850) 586 8616					
PO Box 357			(A/C, No, Ext): (039) E-MAIL ADDRESS: amie@co		einsllc.com	##=M.01=AMC#WA
		-			DING COVERAGE	NA 10 F
Hebron KY 410	48	}			nsurance Company	NAIC #
INSURED			INSURER B:	coursey 1	nsurunce company	23002
Stohler Property Management L	LC		INSURER C:	- Alleraner	Service of the servic	7.57.00.11.00.00.00.00.00.00.00.00.00.00.00.
4610 Hacker Creek Rd			INSURER D :			
		-				
Martinsville IN 461	51		INSURER E :			
		NUMBER:2017-2018	INSURER F:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY FEXCLUSIONS AND CONDITIONS OF SUCH I	OF INSUR QUIREMEN PERTAIN, T POLICIES.	IANCE LISTED BELOW HAV NT, TERM OR CONDITION (ITHE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE I	OF ANY CONTRACT O BY THE POLICIES	THE INSURED OR OTHER D DESCRIBED PAID CLAIMS.	D NAMED ABOVE FOR TH DOCUMENT WITH RESPEC HEREIN IS SUBJECT TO	OT TO WHICH THIS ALL THE TERMS,
	addl Subr Inso Wyd	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	<u>s</u>
X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE DAMAGE TO RENTED	\$ 2,000,000
A CLAIMS-MADE X OCCUR					PREMISES (Ea occurrence)	\$ 2,000,000
	X	BZS57394938	6/29/2017	6/29/2018	MED EXP (Any one person)	\$ 15,000
					PERSONAL & ADV INJURY	\$
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 4,000,000
X POLICY PRO-					PRODUCTS - COMP/OP AGG	\$
OTHER:					Identity Recovery COMBINED SINGLE LIMIT	\$ 25,000
AUTOMOBILE LIABILITY					(Ea accident)	\$ 1,000,000
A X ANY AUTO SCHEDULED					BODILY INJURY (Per person)	\$
AUTOS AUTOS NON-OWNED		BAS57394938	6/29/2017	6/29/2018	BODILY INJURY (Per accident)	\$
HIRED AUTOS AUTOS					PROPERTY DAMAGE (Per accident)	\$
					Underinsured motorist	\$ 1,000,000
UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$
DED RETENTION \$					1056	\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N					PER OTH- STATUTE ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A			1	E.L. EACH ACCIDENT	\$
(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE	\$
DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$
RESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (ACOBO	3401 Additional Deposits Colonial	la manu ha shinahad if ma			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is listed as an additional insured with regards to the operations of the named insured.						
CERTIFICATE HOLDER			CANCELLATION			
City of Bloomington 401 North Morton St Bloomington, IN 47404			SHOULD ANY OF	THE ABOVE D N DATE THE TH THE POLIC	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I Y PROVISIONS.	

Mike Roaden/KORBIN



DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

p 812.349.3418 f 812.349.3520

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

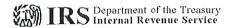
RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Name, Printed	-
,	
Warren Stotler Signature	Feb 15, 2018 Date Release Signed
Stoklar Property Most dba.	Kona ICE 0+ 13 COOM INGTON



CINCINNATI OH 45999-0038

In reply refer to: 0248426980 Nov. 16, 2016 LTR 147C 0 81-2690958 000000 00

00001723

BODC: SB



STOHLER PROPERTY MANAGEMENT KONA ICE OF BLOOMINGTON % WARREN E STOHLER MBR 4610 HACKER CREEK RD MARTINSVILLE IN 46151-9433

007906

Employer identification number: 81-2690958

Dear Taxpayer:

Thank you for your inquiry of Oct. 14, 2016.

Your employer identification number (EIN) is 81-2690958. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by calling 1-800-TAX-FORM (1-800-829-3676) or visiting our website at www.irs.gov/formspubs.

If you have questions, you can call us toll free at 1-800-829-4933.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include this letter and provide in the spaces below, your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

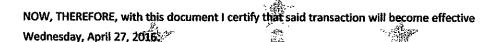
Telephone number	()	Hours
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State of Indiana Office of the Secretary of State

Certificate of Organization of

STOHLER PROPERTY MANAGEMENT, LLC

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





In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 27, 2016

Corrie Lamon

CONNIE LAWSON
SECRETARY OF STATE

201604271138684 / 5295757

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

APPROVED AND FILED CONNIE LAWSON INDIANA SECRETARY OF STATE 04/27/2016 08:45 AM

Formed pursuant to the provisions of the Indiana Business Flexibility Act

BUSINESS ID

201604271138684

BUSINESS TYPE

Domestic Limited Liability Company

BUSINESS NAME

Stohler Property Management, LLC

PRINCIPAL OFFICE ADDRESS

4610 Hacker Creek Rd., Martinsville, IN, 46151, USA

NAME

UNITED STATES CORPORATION AGENTS, INC.

ADDRESS

4010 W 86TH STREET, STE D, INDIANAPOLIS, IN, 46268 - , USA

PERIOD OF DURATION

Perpetual

EFFECTIVE DATE

04/27/2016

TITLE

Member

NAME

Warren Edward Stohler

ADDRESS

4610 Hacker Creek Rd., Martinsville, IN, 46151, USA

TITLE

Member

NAME

Deborah Jo Stohler

ADDRESS

4610 Hacker Creek Rd., Martinsville, IN, 46151, USA

THE LLC WILL BE MANAGED BY MANAGER(S) N

APPROVED AND FILED CONNIE LAWSON INDIANA SECRETARY OF STATE 04/27/2016 08:45 AM

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY April 27, 2016

SIGNATURE

Warren Edward Stohler

TITLE

Member

Business ID: 201604271138684

Filing No.: 5295757



DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

p 812.349.3418 f 812.349.3520

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

Prohibited Location Agreement

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

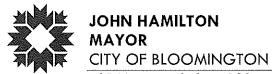
As a licensed Pushcart, I understand and agree that I cannot and will not operate my pushcart unit in a manner that would violate any of the below-listed location restrictions:

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

- € No pushcart shall locate on the B-Line Trail except in the following permitted areas:
 - o Between the north side of Dodds Street and the south side of 2nd Street
 - o Between the north side of 3rd Street and the south side of 4th Street
 - Between the north side of 6th Street and the south side of Fairview Street

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

Vendor:
Name: WARREN STOKLER
Signature: Waven Stokler
Date: Feb 15, 2018



DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

p 812.349.3418 f 812.349.3520

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

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor: STOKER Property Mgt dba Ronalce of Bloom	11 NG TON
Name: WARNEN STOHLER	
Signature: Waven Fuhler	
Date: Feb 15, 2018	





Mobile Food Service Establishment

Monroe County Health Department Bloomington, IN 47404-3989 812-349-2542

KONA ICE MINI
DEBBIE & WARREN STOHLER
4610 HACKER CREEK ROAD
MARTINSVILLE, IN 46151

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

2018

By Thomas W Maypro

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

Mobile Vendors Name	License Term	License Dates	Approved for Public Property
Big Cheez – 1 EXPIRED Paperwork pending	1 year	2-7-17 to 2-6-18	Υ
Big Cheez – 2 PENDING BPW	<mark>1 year</mark>	2-7-17 to 2-6-18	Y
Vilven LLC dba Juancho's Munchies	1 Year	10-4-17 to 10-3-18	Υ
La Pablana	1 Year	4-4-17 to 4-3-18	Υ
Kebab On Wheels, LLC	1 Year	1-25-17 to 1-24-18	Υ
Doner Kebab PENDING	1 Year	3-21-17 to 3-20-18	Y
Kona Ice of Bloomington	1 Year	7-12-17 to 7-11-18	Υ
Lazy Susan Food Truck (dba Creative Carvings)	1 Year	4-13-17 to 4-12-18	Υ
812 BBQ, LLC	1 Year	4-18-17 to 4-17-18	Υ
Wevers Smoke Eaters BBQ	1 year	11-02-17 to 11-1-18	Υ
Pili's Party Taco	1 year	11-8-17 to 11-7-18	Υ
Juannita's	1 year	10-16-17 to 10-15- 18	Υ
JD's Taste of Chicago	1 year	5-30-17 to 5-29-18	Υ
Paradise Food LLC	1 year	7-11-17 to 7-10-18	Υ
Wagon Wheel	1 year	11-1-17 to 10-31-18	Υ
PUSHCARTS Names			
Uel Works, LLC	1 Year	5-31-17 to 5-30-18	Υ
Chocolate Moose	1 year	5-18-17 to 5-17-18	Υ
Big Dawgs LLC	1 year	10-4-17 to 10-3-18	Υ
The Sandwich Spot	1 year	10-4-17 to 10-3-18	Υ
Kona Ice of Bloomington PENDING	<mark>1 year</mark>		



Staff Report

Project/Event: The Bryan Park Kids Triathlon

Staff Representative: Sean Starowitz

Petitioner/Representative: Bloomington Parks Department/Alison Miller

Date: March 6, 2018

Report: This will be the 5th year for the Bryan Park Itsy Bitsy Kids Triathlon. It is a non-competitive swim, bike, and run event geared toward children 5-10 years of age. The event is scheduled for July 21st, from 8 am until 10:30 am, with the bike portion taking place from 9:30 am – 10 am. The participants start with the 50-meter swim at the park pool. Participants will cross Woodlawn to the start line at the intersection of S. Manor Drive and E. Southdowns Drive. The biking portion of the triathlon will take place from S. Manor Drive and E. Southdowns Drive, turning onto South Hawthorne Dr. and then onto E. Sheridan Drive, making a .15 loop five times. The biking portion will take approximately 30 minutes. Monroe County Sheriff's Deputies will be assisting with traffic control. The event concludes with an awards celebration at the park shelter house.

Recommendation and Supporting Justification: The Parks Department has held this event in the same place for the last four years. Use of the city streets only lasts approximately 30 minutes. Two Sheriff Deputies will be assisting with traffic control. Both Bloomington Police and Fire are supportive as long as barricades are placed on the diagonal to allow for ingress/egress.

Staff recommends approval

BOARD OF PUBLIC WORKS RESOLUTION 2018-11 PARKS AND RECREATION KIDS' TRIATHLON

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

WHEREAS, the City of Bloomington Parks and Recreation Department has requested use of City streets to conduct a Special Event in the form of a children's triathlon.

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

- 1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets and sidewalks may be utilized to conduct the Parks and Recreation Kids' Triathlon between the hours of 9:30 am and 10:00 am., on Saturday, July 21, 2018: Woodlawn Drive, S. Manor Drive and E. Southdowns Drive, South Hawthorne Drive, East Sheridan Drive.
- 2. The street limitations outlined above are for the purposes of allowing the City of Bloomington Parks and Recreation Department to provide a fitness-related event of high quality that is mutually beneficial to participants and the community on Saturday, July 21, 2018. Bloomington Parks and Recreation Department shall be responsible for developing a Traffic Plan. Parks and Recreation agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan.
- 3. The Board of Public Works herein 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.
- 4. By granting permission to utilize City property to facilitate this Special Event, the Board of Works 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 Special Event.
- 5. The City of Bloomington Parks and Recreation Department 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.

ADOPTED THIS	DAY OF MARCH.	2018
~!X /! !!// !!!!		401O

BOARD OF PUBLIC WORKS:		
Kyla Cox Deckard, President		
Kelly M. Boatman, Vice-President		
Dana Palazzo, Secretary		



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:	Alison Miller		
Contact Phone:	812-349-3771	Mobile Phone:	
Title/Position:	Health/Wellness Coordinator		
Organization:	City of Bloomington Parks and Recreation Department		
Address:	401 N.Morton St.		
City, State, Zip:	Bloomington, IN, 47401		
Contact E-Mail Address:	milleal@bloomington.in.gov		
Organization E-Mail and URL:			
Org Phone No:	Fax No:		

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

Mobile Phone:
Mobile Phone:
Mobile Phone:

3. Event Information

Type of Event	☐ Metered Parking Space(s) XRun/Walk ☐ Festival ☐ Block Party ☐ Parade ☐ Other (Explain below in Description of Event)		
Date(s) of Event:	Saturday, July 21, 2018		
Time of Event:	Date: 7/21/18 Start: 8am D	ate: 7/21/18	End: 10:30am
Setup/Teardown time Needed	Date:7/21/18 Start: 7am	Date:7/21/18	End: 11am
Calendar Day of Week:	Saturday	`	
Description of Event:	In its 5th year, the Bryan Park Kids Triathlon is a non-competitive swim, bike, run event geared towards children ages 5-10 years old. The swim will be the first event and will take place at Bryan Park pool. Following the 50-meter swim, all of the young athletes will move to the biking portion, crossing Woodlawn Dr. and moving to the start line at the intersection of S. Manor Drive and E. Southdowns Drive. The biking portion of the triathlon will take place from S. Manor Dr. and E. Southdowns Drive, turning onto South Hawthorne Dr. and then onto E. Sheridan Drive, making a .15 mile loop. This .15 loop will be completed five times by all participants for a total of .75 mile. There will be volunteers stationed at both sides of Woodlawn Dr., S. Manor Drive, and S. Hawthorne Dr., as well as E. Southdowns and E. Sheridan. We estimate that the biking portion (and road closures) will take approximately 30 minutes from moving to the bike portion starting line and then moving to the running starting line. The Monroe County Sheriff's Reserve has agreed to help with any traffic control. After the bike portion is complete, all participants will cross Woodlawn Dr. back into Bryan Park to complete the .5 mile run portion. At the conclusion of the .5 mile, there will be a celebration at the shelter house in Bryan Park and all participants will receive a medal. We are anticipating approximately 50-100 participants for this event.		
Expected Number of Participants:	50-100	Expected # of vehicle Spaces to close):	s (Use of Parking 50

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

	 A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked The ending point shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
a	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
	A properly executed Maintenance of Traffic Plan • Determine if No Parking Signs will be required
	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*

X.	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) • The starting point shall be clearly marked • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize	
X	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)	
X	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit XNot applicable	
X	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.	
X	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required	
	Secured a Parade Permit from Bloomington Police Department X Not applicable	
	Noise Permit application X Not applicable	
	Waste and Recycling Plan if more than 100 participants (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/Sig	Sidewalks/Use of Metered Parking
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Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking			
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	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)		
	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit Not applicable		
	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required		
	Noise Permit application Not applicable		
D ,	Beer & Wine Permit □ Not applicable		
	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. DEADLINE : To Public Works no later than five days before event.		
a	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)		
	Waste and Recycling Plan if more than 100 participates (template attached)		
8.			
CHECKLIST			

Determine what type of Event
Complete application with attachment Detailed Map Proof of notification to businesses/residents (copy of letter/flyer/other) Maintenance of Traffic Plan Noise Permit Application (if applicable) Certificate of Liability Insurance Secured a Parade Permit from Bloomington Police Department (if applicable) Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) Waste and Recycling Plan (if applicable)
Date Application will be heard by Board of Public Works
Approved Parks Special Use Permit (if using a City Park)
If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

Waste and Recycling Management Plan Template

Event name:	\ /	L 、
Number of expected attendees:		i Λ
Number of food vendors:		1
Number of other vendors:		/ /
	ı	

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 HYPERLINK "http://downtownbloomington.com/" Downtown

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>*</containers>	<recycling, composting,="" etc.=""></recycling,>
<mixed paper=""></mixed>	<recycling bins="" by="" designated="" in="" on-site,="" staffed="" volunteers=""></recycling>
<food waste=""></food>	<composting bins,="" etc.="" waste=""></composting>

^{*}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.

Greetings! The Bryan Park Itsy Bitsy Kid's Triathlon is this **Saturday, July 21st, 9am-10:30am**. **A few road closures will occur for the biking portion of the triathlon**. The roads on the route featured below will be closed from approximately **9:30am-10am**. This will be discussed at a Board of Public Works meeting on Tuesday, March 20th, 5:30-7pm in the City Hall Council Chambers.

If you have any questions, please contact
Alison Miller, milleal@bloomington.in.gov, 812-349-3771.



CITY OF BLOOMINGTON parks and recreation



Board of Public Works Staff Report

•
Project/Event: Arts Fair on the Square
Petitioner/Representative: Bloomington Playwrights' Project
Staff Representative: Sean Starowitz
Meeting Date: March 6, 2018
•
Saturday, June 23, 2018 will be the 38th 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 23, 2018 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 22 nd to 8:00 a.m. on Monday, June 25, 2018 for the site set-up, booth prep and loading/unloading of vendor merchandise.
A noise permit is also requested as part of this event.
All Business have received notice of this event and public meeting for comment.
Recommend Approval Denial by Sean Starowitz

BOARD OF PUBLIC WORKS RESOLUTION 2018-14

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 is sponsoring the 37th annual Arts Fair on the Square, on Saturday, June 23, 2018, to take place on and around the Monroe County Courthouse Square; and

WHEREAS, the Bloomington Playwrights' Project 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. 6th Street and W. Kirkwood Avenue between College Avenue and Walnut Street to vehicular traffic during the festival; and

WHEREAS, Bloomington Playwrights' Project 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 Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
- 2. The City of Bloomington Board of Public Works (hereinafter "City") declares that the Bloomington Playwrights' Project may reserve three parking spaces on College Avenue and three parking spaces on Walnut Street, beginning at 5:00 p.m. on Friday, June 22, 2018 until 8:00 a.m. on Monday, June 25, 2018 for the placement of portable toilets. The sponsors may also close W. 6th 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 23, 2018 for the purpose of staging an arts festival for the general public.
- 3. Bloomington Playwrights' Project shall post "No Parking" signs on parking spaces at least 24 hours in advance of the closing of the streets. Temporary "No Parking" signs may be obtained from the City's Department of Public Works.
- 4. Bloomington Playwrights' Project shall be responsible for placement and removal of barricades. Bloomington Playwrights' Project is responsible for contacting the City's Department of Planning and Transportation for instructions on the type of and placement of said barricades. Bloomington Playwrights' Project agrees to obtain at its own expense and place barricades to close the street, not before 5:00 a.m. and to remove barricades by 8:00 p.m. on Saturday, June 23, 2018.
- 5. Bloomington Playwrights' Project 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. 6th Street and Kirkwood Avenue shall be completed by 8:00 p.m. on Saturday, June 23, 2018. Portable toilets on Walnut Street and College Avenue will be removed by 8:00 a.m. on Monday June 25, 2018.

- 6. 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 23, 2018.
- 7. Bloomington Playwrights' Project shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
- 8. Bloomington Playwrights' Project 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.
- 9. In consideration for the use of the City's property and to the fullest extent permitted by law, Bloomington Playwrights' Project, 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.

10, by signing this agreement, represents that he/she has fully empowered by proper action of the entity to enter into the agreement and ha authority to do so.			
ADOPTED THISDAY OF	2018.		
BOARD OF PUBLIC WORKS:	BLOOMINGTON PLAYWRIGHTS' PROJECT:		
Kyla Cox Deckard, President	Signature		
Kelly M. Boatman, Vice President	Printed Name, Title		
Dana Palazzo, Secretary	Date		

10



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 th Street			
City, State, Zip:	Bloomington, IN 47404			
Contact E-Mail Address:	manager@artsfair.org			
Organization E-Mail and URL:	www.artsfair.org / www.newplays.org			
Org Phone No:	(812) 334-1188	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	□ Metered Parking Space(s) □ Run/Walk ☑ Festival □ Block Party □ Parade □ Other (Explain below in Description of Event)		
Date(s) of Event:	June 23, 2018		
Time of Event:	Date: June 23, 2018 Start: 10:00 a.m. Date: June 23, 2018 End: 5:00 p.m.		
Setup/Teardown time Needed	Date: June 23, 2018 Start: 5:00 a.m. Date: June 23, 2018 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 22, 2018 Start: 5:00 p.m. Date: June 25, 2018 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 38 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 38 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.		
Expected Number of Participants:	100 artists 3,500 - 4,000 patrons Expected # of vehicles (Use of Parking Spaces to close): 59 Please note: Request is to close all parking spaces on both Sixth Street and Kirkwood Avenue between College Avenue and Walnut Streets as well as three spaces each on College Avenue and Walnut Street for portable toilets.		

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

	 A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked The ending point shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
	A properly executed Maintenance of Traffic Plan • Determine if No Parking Signs will be required
u	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

A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked The ending point shall be clearly marked The ending point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize 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) Using a City park or trail? Parks & Recreation Department Approved Special Use Permit Not applicable 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. A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required Secured a Parade Permit from Bloomington Police Department Not applicable					
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☐ Noise Permit application ☐ Not applicable		Secured a Parade Permit from Bloomington Police Department Not applicable			
	Q	Noise Permit application Not applicable			

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

☑	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 The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize				
Ø	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 ✓ Not applicable				
<u> </u>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required Please note: The Event Map is combined with the Maintenance of Traffic Plan.				
Ø	Noise Permit application ☐ Not applicable				
N/A	Beer & Wine Permit ☑ Not applicable				
In process	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. DEADLINE : To Public Works no later than five days before event.				
N/A	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection) ☑ Not applicable				
	1				

8. CHECKLIST

Ø	Determine what type of Event
Ø	Complete application with attachment ☐ Detailed Map — Combined with MOT Plan ☐ Proof of notification to businesses/residents (copy of letter/flyer/other) ☐ Maintenance of Traffic Plan — Combined with Detailed Map ☐ Noise Permit Application (if applicable) * Certificate of Liability Insurance — *In process N/A Secured a Parade Permit from Bloomington Police Department (if applicable) N/A Beer and Wine Permit (if applicable)
Ø	Date Application will be heard by Board of Public Works - request for February 20, 2018
N/A	Approved Parks Special Use Permit (if using a City Park)
N/A	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

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		



NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event: Arts Fair on the Square					
Location of Event:	Courthouse Square, 100 W Kirkwood Avenue				
Date of Event:	June 23, 2018		Time of Events	Start: 10:00 a.m.	
Calendar Day of Week:	Saturday		Time of Event:	End: 5:00 p.m.	
Description of Event:	A Bloomington tradition, the Bloomington Playwrights Project's Arts Fair on the Square celebrates 38 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 38 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.				
Source of Noise:	☑ Live Band	☑ Instrument	Loudspeaker	Will Noise be Amplified? ☑ Yes ☐ No	
Is this a Charity Event?	nt? ☐Yes ☑ No If Yes, to Benefit:				
Ammileant Tufame att.			1		

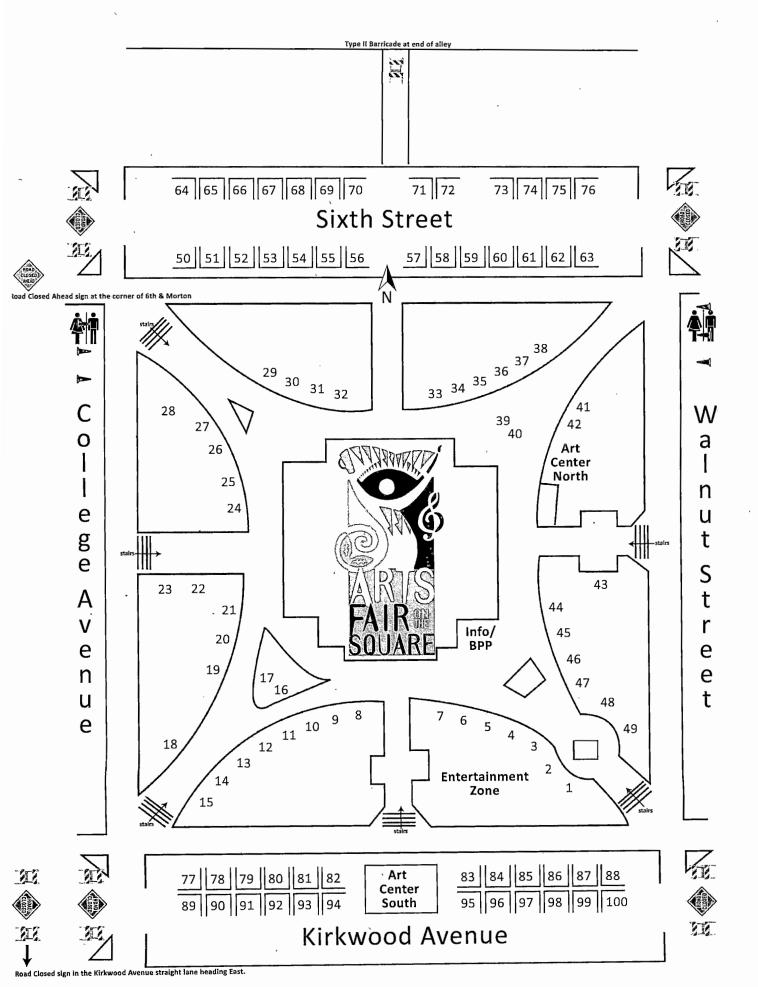
Applicant Information

Name:	Lee Burckes		
Organization:	Bloomington Playwrights Project	Title:	Event Manager
Physical Address:	107 W 9 th Street Bloomington, IN 47403		
Email Address:	manager@artsfair.org	Phone Number:	(812) 334-1188
Signature:	Leiles	Date:	February 1, 2018

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	
Kyla Cox Deckard, President	Kelly M. Boatman, Vice-President
,	
Date	Dana Palazzo, Secretary





Staff Report

Project/Event: Addendum #2 to Renew 2016 Pavement Markings Contract

Petitioner/Representative: Street Department

Staff Representative: Joe VanDeventer

Meeting Date: March 6, 2018

The Addendum to 2016 Pavement Markings Contract with Indiana Traffic Services, LLC (ITS) renews the terms of the original contract for an additional year for work to be conducted in the summer and fall of 2018.

ITS has agreed to extend our agreement on same terms and conditions for 2018 season not to exceed \$114,950.00.

Staff recommends approval of the Addendum to the 2016 contract with ITS for the 2018 season.

Recommend ☑ Approval by Joe VanDeventer

ADDENDUM #2

TO

2016 PAVEMENT MARKINGS AGREEMENT WITH INDIANA TRAFFIC SERVICES, LLC

(Entered in this	day of	, 2018)

WHEREAS, on July 6, 2016, the City of Bloomington, Department of Public Works through the Board of Public Works ("City") entered into an Agreement ("Agreement") with Indiana Traffic Services, LLC ("Contractor"); and

WHEREAS, pursuant to Section 1.01 of Article 1 of Agreement, Agreement may be renewed up to two times for additional one-year terms for work to be conducted in the summer and fall of 2017 and 2018; and

WHEREAS, both the City and Contractor agreed to a one-year renewal of the Agreement for the summer and fall of 2017; and

WHEREAS, both the City and Contractor now agree to a one-year renewal of Agreement for the summer and fall of 2018; and

WHEREAS, the City and Contractor agree to no increase in Pavement Markings costs for the renewal;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Article 1. Term: To amend the Agreement to extend the Agreement to June 1, 2019.

Article 2. <u>Compensation</u>: Compensation paid to Contractor shall not exceed the amount of One Hundred Fourteen Thousand Nine Hundred Fifty Dollars and Zero Cents (\$114,950.00).

Article 3. Modification: All other terms of the original Agreement (entered into on July 6, 2016) are still intact. Any other modification to said Agreement shall be in writing per Section 5.11 of Article 5 of said Agreement.

IN WITNESS WHEREOF, the parties execute this Addendum to the Agreement on the date first set forth.

City of Bloomington Bloomington Board of Public Works	Indiana Traffic Services, LLC
By:	By:
Kyla Cox Deckard, President	Contractor Representative
Kelly M. Boatman, Vice President	Printed Name
Dana Palazzo, Secretary	Title of Contractor Representative
Adam Wason, Director, Department of Public Works	
Philippa M. Guthrie, Corporation Counsel	



INDIANA TRAFFIC SERVICES, LLC

3867 North Commercial Parkway - Greenfield, IN 46140

Office 317-891-8065 Fax: 317-891-8248

March 2nd, 2018

Indiana Traffic Services, LLC is in agreement to renew the terms of the 2016 Pavement Markings contract for the 2018 Pavement Markings contract as per Article 1. – Term – 1.01 "Work under this agreement shall be conducted during the summer and fall months of 2018. This agreement shall be renewed up to 2 (two) times for additional one-year terms for work to be conducted in the summer and fall of 2017 and 2018.......provided both the City and Contractor agree to any one-year renewal of this Agreement."

In regards to Article 2. – Services – 2.01 – "CONTRACTOR shall work to complete all work required under this agreement on or before December 31st, 2018 but will not guarantee that the work will be completed by this date. Article 2 – Services – 2.03 "CONTRACTOR agrees that no charges or claims..... 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 the CITY of any of its rights herein. Per this section – Work not completed by December 31st, 2018 will be completed in the Spring of 2019 as required by the City.

Thank You,

Marlena McDougall

Vice-President

Indiana Traffic Services, LLC

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into thisday of
20, by and between the City of Bloomington, Indiana, Board of Public
Works (the "Owner"), and, (the
"Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The
Owner and Contractor shall be collectively referred to as the "Parties" herein.
WHEREAS, the Owner and Contractor entered into an Agreement dated the day of, 20, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and
WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably

satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at

its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Board:

City of Bloomington Board of Public Works 401 N. Morton Street, Suite 120 Bloomington IN 47404 Attn: Adam Wason, Director

If to Escrow Agent:

First Financial Bank 536 N. College Ave. Bloomington, IN 47404 Attn: Cindy Kinnarney

If to Contractor:	
Name:	
Address:	
City/State:	
Attn:	
In Witness Whereof, the undersigned had day and year first above written. OWNER: City of Bloomington, Board of Public Works By: Kyla Cox Deckard, President	eve executed this Escrow Agreement as of the
CONTRACTOR: By:	
Printed Name:	
Title:	
Tax I.D. No.:	
ESCROW AGENT:	
First Financial Bank	
By:	-
Printed Name:	
Title:	



CITY OF BLOOMINGTON LEGAL DEPARTMENT MEMORANDUM

TO:

John Hamilton

FROM:

Jackie Moore

Adam Wason

RE:

2016 Pavement Markings Agreement with Indiana Traffic Services, LLC

DATE:

July 1, 2016

<u>Further Board action</u>: This Agreement was approved by the Board of Public Works at their meeting on July 12, 2016.

Funding Source: Cum Cap Fund 601, Line 54310

DUE DATE FOR SIGNATURE: As soon as possible

RETURN:

Jackie Moore in Legal

REVIEWED:

Jackie Moore

This is the pavement markings agreement for 2016. Indiana Traffic Services, LLC, submitted the lowest responsive and responsible quote for \$114,950. The two quote was from AirMarking Company, Inc. for \$125,650.

Joe VanDeventer's Staff Report is also attached.

Please let me know if you have any questions or need anything else. My direct line is -3551. Thanks.

AGREEMEMT

BETWEEN

CITY OF BLOOMINGTON

DEPARTMENT OF PUBLIC WORKS, STREET DEPARTMENT

AND

INDIANA TRAFFIC SERVICES, LLC

FOR

2016 PAVEMENT MARKINGS

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Department of Public Works through the Board of Public Works (hereinafter CITY), and <u>Indiana Traffic Services, LLC</u>, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for SCOPE OF WORK (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 Bidder for said project.

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

ARTICLE 1.. TERM

<u>1.01</u>. 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.

Work under this agreement shall be conducted during the summer and fall months of 2016. This agreement may be renewed up to two (2) times for additional one-year terms for work to be conducted in the summer and fall of 2017 and 2018, provided the Contractor gives written notice to the City on or before March 31, 2017, and March 31, 2018, respectively, of its wish to renew this Agreement and provided both the City and Contractor agree to any one-year renewal of this Agreement.

ARTICLE 2. SERVICES

- <u>.2.01</u>. CONTRACTOR shall complete all work required under this Agreement on or before December 31, 2016 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. CONTRACTOR agrees to pay CiTY said damages the sum of 500 dollars per calendar day of delay, which sum is agreed upon not as a penalty, but as a fixed and liquidated damage for each day of such delay. Or in the alternative, CiTY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CiTY's other remedies under this Agreement, or as provided by applicable law, for other damages.
- 2.03. CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

- .3.01. CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.
- <u>3.02</u> Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed <u>One Hundred Fourteen Thousand, Nine Hundred Fifty Dollars and Zero Cents (\$114,950.00) . 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:</u>

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, the Owner requires that retainage be held set out below.

- 4.01 <u>Escrow Agent</u> 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 5 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.
- 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 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 sald 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.

.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 <u>Default:</u> 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:

Fallure 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 Bid Documents.
- 4. The invitation to Bidders.
- The Instructions to Bidders.
- 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 and Payment Bonds.
- 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

Coverses

<u>5.05.01</u>

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:

Limite

. <u>coverage</u>	- <u>Littitis</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed	\$1,000,000 per occurrence and \$2,000,000 in the
operations, General Aggregate Limit (other than	aggregate.

Products/Completed Operations)

C. Comprehensive Auto Liability (combined single limit, owned, hired and non-owned)

\$1,000,000 each accident \$1,000,000 each person

Bodily injury and property damage

D. Umbrella Excess Liability Bodily injury and

property damage

\$5,000,000 each occurrence and

aggregate.

The Deductible on the Umbrella

\$10,000

Liability shall not be more than

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.

- <u>5.06.</u> <u>Necessary Documentation</u> 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 Director of Public Works and are not subject to arbitration.

<u>5.10.</u> <u>Safety.</u> 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.

5.11 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 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 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.
- <u>5.13.</u> <u>Payment of Subcontractors</u> 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.
- 5.14. 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	Indiana Traffic Services, LLC
Attn: Mike Stinson, Asst. Director, Street	Attn: Marlena McDougall,
Operations	Vice President
1981 S Henderson St	3867 N. Commercial Parkway
Bloomington, Indiana 47401	Greenfield, IN 46140

- <u>5.15.</u> <u>Severability and Waiver</u> 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 five (5) 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 five (5) 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 complled with this provision.
- <u>5.18. Verification of Employees' Immigration Status</u> 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 B, 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 falls 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.

subcontractors' certifications throughout the term of the	nls Agreement with the City.
IN WITNESS WHEREOF, the parties of this Agreement h	ave hereunto set their hands.
City of Bloomington Bloomington Board of Public Works	Indiana Traffic Services, LLC 3867 N. Commercial Parkway Greenfield, IN 46140
BY: Kyla Cox Dekard, President, Board of Public Works	BY: Malena W Wylll Contrictor Representative
Kelly M. Boatman, Vice President, Board of Public Works	Marlena McDougall Printed Name
Dang Palazzo	Vice President Title of Contractor Representative
Adam Wason, Director, Department of Public Works	CITY OF BLOOMINGTON Controller Reviewed by:
John Hamilton, Mary of Bloomington	FUND/ACCT: 601 431
· /'	CITY OF BLOOMINGTON Legal Department

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"SCOPE OF WORK"

PROJECT NAME

This project shall include, but is not limited to, the furnishing and installing or removal of pavement traffic markings for the City of Bloomington, Indiana, in accordance with the current INDOT and MUTCD specifications for pavement markings, and in accordance with any manufacturer's requirement necessary to maintain product warranty.



APPLICATION INSTRUCTIONS

PreMark® Preformed Thermoplastic Pavement Markings

First-time applicators should contact Flint Trading, Inc. for product support and on-site training.

For enhanced skid/slip resistance, Flint Trading, Inc. recommends using PreMark* with ViziGrip in areas with pedestrian/cyclist traffic such as crosswalks, bike paths, and parking facilities.

SURFACE APPLICATION, GENERAL REQUIREMENTS:

Equipment:

- Flint 2000EX®, or equivalent propane fueled torch with pressure regulator and 25 ft. of hose
- · Gas Powered Blower or Broom
- __
- Tape MeasureUtility Knife, Putty Knife
- Chalk Sticks and Chalk Snap Line
- Unity Kille, I dity K
- Adequate Supply of Propane
- Hammer and Chisel
- Paint roller (for sealer applications only)
- Water sprayer (optional)

Moisture:

Pavement must be dry prior to positioning the PreMark® material. Since PreMark® cannot be applied on a wet surface, you cannot apply the material when it is raining or snowing. However, unlike some other materials, you do not have to wait 24 hours after precipitation before you can apply PreMark® on asphalt. As soon as the precipitation has stopped, PreMark® can be applied if the road surface has been checked for moisture and any moisture has been removed. On concrete surfaces, Flint Trading recommends waiting 24 hours after precipitation has stopped before applying PreMark®.

Surface:

New Asphalt: PreMark® can be applied on new asphalt as soon as the road surface is cool enough for you to walk on it.

Portland cement Concrete: PreMark® can be applied on non-bituminous surfaces such as portland cement concrete in conjunction with PreMark® Sealer. New concrete should be allowed to cure a minimum of 45 days before application. Curing compounds should be removed by sandblasting, or other standard industry methods. Concrete surfaces must have surface porosity. To test for porosity, sprinkle a few drops of water onto the surface. If the concrete does not readily absorb the water drops, the surface is not sufficiently porous and you should contact your Flint Trading representative for additional instructions on how to prepare the surface.

Thermoplastic: When applying on existing thermoplastic, scrape off any loose material and remove the oxidized (powdery) layer by lightly scarifying the surface, or heating the surface and scraping off the oxidized layer to expose fresh material. If you have any questions regarding material application on a particular surface contact your Flint Trading representative.

Surface must be free of dirt, dust, deicing agents, chemicals and significant oily substances. Do not apply PreMark® on top of paint or cold plastic.

Material:

Keep PreMark® dry at all times. Avoid extreme storage temperatures. PreMark® should be stored indoors at temperatures between 35° F. and 90° F. Packages should be stored flat and stacked a maximum of 30 high. PreMark® should be handled with care in temperatures below 50° F, as it will be less flexible in colder weather. Shelf life is 12 months. PreMark® sealer should be used for applications on non-bituminous pavements.

Temperature: PreMark® does not have any road or ambient temperature requirements.

PreMark® 2 of 3

SAFETY PRECAUTIONS:

Read and understand all material safety data sheets before using this product. Protective clothing consisting of leather work shoes, long pants and safety vest should be worn. Avoid all contact with the molten PreMark® material and heat gun flame. If you do get some molten PreMark® material on your skin, flush the area immediately with plenty of water and then seek medical attention. Do not attempt to remove the molten material from your skin.

If using sealer take the following additional precautions: The sealer is for outdoor use only. Always wear safety goggles and non-absorbent gloves, when working with the sealer. Avoid accidental contact with the sealer. In the unlikely event of sealer contacting skin, remove contaminated clothing, and wash the affected area with soap and water for at least 15 minutes. Seek medical attention if irritation persists. In the event of accidental sealer contact with the eyes, immediately flush eyes with plenty of water for at least 15 minutes; remove contact lenses; call a physician. Dispose of all materials in accordance with all applicable federal, state and local laws and regulations.

Heat torches such as the Flint 2000EX® operate on vaporized propane gas. Use the largest size propane cylinder possible. Flint recommends using a 40 lb. cylinder or greater. The propane gas cylinders must be used in the standing, upright position with the valve being the uppermost part. Do not use the torch if the propane cylinder is not in the upright position as this may allow liquid gas to flow into the torch assembly possibly causing damage to the torch itself.



INSTRUCTIONS FOR APPLICATION ON ASPHALT:



Figure 1: Clean area



Figure 2: Remove moisture.

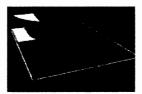


Figure 3: Position material.



Figure 4: Heat material

- Clean intended application area thoroughly. See Figure 1. All loose particles, sand, dust, etc. must be removed. Utilize a power blower or compressed air if available, otherwise sweep completely.
- 2. Ensure that no moisture is present prior to positioning the PreMark® material on the pavement surface. See Figure 2. Surface moisture is not often visible so you should assume that some moisture is present. Remove moisture by drying the application area with a propane fueled torch such as the Flint 2000EX®.
- 3. Position all connecting parts of the PreMark[®] (lines, legends, or symbols) on to the pavement surface with the exposed beaded side up. See Figure 3. There should be no gaps between the adjoining segments. You may overlap the edges slightly. Check to ensure that proper layout and alignment is obtained before heating the material.
- 4. Prepare to heat the PreMark® material by readying the Flint 2000EX torch and propane cylinder. Positioning yourself with the wind at your back as you face the marking will allow the wind to move the heat over the unheated portion of the material while at the same time keeping the heat away from your feet. Regularly spaced indents have been manufactured into the top surface of the PreMark® material. The closing of these indents will provide a visual cue during application that the material has reached a molten state and proper bead embedment has been achieved. The PreMark® material must be heated to its melting temperature to achieve a bond with the pavement. Note: Insufficient heat will result in inadequate bonding and failure.
- 5. Heat the PreMark® material slowly, but steadily, keeping the nozzle of the torch about 4 to 8 inches above the material, while using a sweeping motion approximately 2 to 3 feet wide. See Figure 4. It is important to maintain a minimum distance of 4 inches between the torch nozzle and the material. Any closer will cause superficial scorching of the material without adequate melting throughout. Continue to heat the PreMark® until the indents close. At this point stop the heating process. Overheating the material will sink the top coating of beads into the PreMark® material causing the marking to be less retroreflective initially.

Note: The organic pigment in yellow PreMark® is susceptible to a superficial color change if exposed to intense heat yielding a deep orange color. This color change affects the topmost layer of material only. Normal traffic wear will expose the underlying yellow color.

PreMark® 3 of 3

6. After the material has cooled to near ambient temperature, inspect the recently applied PreMark® to ensure that complete bonding has occurred over the entire area. Flint recommends performing a chisel test to verify bond. Cut an area in the interior of the marking with a chisel where it appears that the PreMark® material has received the least amount of heat. For white PreMark® this area will appear the whitest in color. Using the tip of the chisel try and lift the edge of the PreMark® material up off of the pavement surface. If the material can be lifted without evidence of asphalt on the underside, insufficient heat has been applied. Press the small section of material back into place and simply reapply heat until adequate bonding has occurred. Note: Do not leave the project until a sufficient bond has been established as attempts to reheat at a later date will be unsuccessful.

- 7. PreMark® is formulated with surface applied and intermixed glass beads to provide both high initial retroreflectivity and better visibility throughout its service life. PreMark® can be supplied without pre-applied surface beads. When this happens beads must be applied to the surface during application while the material is in the molten state to provide adequate initial retroreflectivity. This is also a very important step in obtaining the required skid resistance.
- 8. PreMark® will cool and set rapidly within a couple of minutes of application. If desired, setting time can be accelerated with a spray of cool water.

INSTRUCTIONS FOR APPLICATION ON NON-BITUMINOUS SURFACES:

- Before proceeding, ensure that the concrete surface is porous. To test for porosity sprinkle a few drops of water onto the surface.
 If the concrete does not readily absorb the water drops, the surface is not sufficiently porous and you should contact your Flint Trading representative for additional instructions on how to prepare the surface.
- 2. Follow steps 1 and 2 as stated for application on asphalt.
- 3. Delineate the area to receive the PreMark® using a chalk line, chalk or crayon. Once the marking has been traced, or the area delineated, remove the marking from the pavement.
- 4. Apply sealer approved for use with PreMark® to areas outlined in chalk or crayon. Allow it to dry until it will not transfer to the gloved finger when touched. The more porous the surface, the more sealer is required. Caution: Do not attempt to speed up the drying process by using an open flame as the sealer is flammable at this stage. Remember: It is important to cover the entire area with sealer where the PreMark® will be applied.
- 5. Continue with Steps 3 through 6 as stated above under "Instruction for Application on Asphalt" until application is complete. Note: When trying to lift the recently applied PreMark® material (step 6) off of the non-bituminous surface it is unlikely that any part of the pavement will be lifted up (with the PreMark®). Adequate bonding has occurred if the PreMark® separates and part of the PreMark® remains stuck to the pavement.

NOTES:

- Closed indents act as a post-application visual cue that the application procedures have been followed.
- o PreMark* is compatible with asphalt and concrete surfaces and can be applied on special surfaces, i.e., bricks and cobble stones, using an approved sealer.
- O Do not allow 2 pieces of PreMark® to remain in direct contact with each other, as they will bond together especially in hot weather. Use the plastic separation sheets to avoid this situation.
- You can "cut and paste" with PreMark. Use a knife to score the material and carefully break it along the score. In warm weather you can use scissors. Don't throw or drop PreMark; it is less flexible in colder weather.
- o PreMark® is oil impervious and can be applied on fresh asphalt as soon as the road surface sets.
- Dispose of all materials in accordance with all applicable federal, state and local laws and regulations.

PreMark* has a patented visible indent system, US Pat 5,861,206

FLINT TRADING, INC.

Address: 115 Todd Court, Thomasville, NC 27360 sales@flinttrading.com

Phone: (336) 475-6600 www.flinttrading.com

Fax: (336) 475-7900

ATTACHMENT 'B'

STATE OF INDIANA) COUNTY OF Hancock) SS:
AFFIDAVIT REGARDING E-VERIFY
The undersigned, being duly sworn, hereby affirms and says that: 1. The undersigned is the Vice-President of Indiana Traffic Services, LC. (Job title) (Company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program. Was lena Was len
STATE OF INDIANA) SS: COUNTY OF HANCOCK
Before me, a Notary Public in and for said County and State, personally appeared and acknowledged the execution of the foregoing this 7 day of day of July 1, 2016. Will Kay State, personally appeared day of day of State, personally appeared day of day of State, personally appeared day of day of MARCH 2016. Will Kay State Sta

Client#: 107645

INDIATRA

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

7/07/2016

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

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

PRODUCER ONI Risk Partners, Inc. 925 Wabash Avenue, Suite 200		CONTACT Lora DeVault NAME: PHONE (AC, No, Ext): 812-478-6034 E-MAIL ADDRESS: lora.devault@onirisk.com	FAX (A.C., No): 812-478-6001
Terre Haute, IN 47807 812 478-6000		INSURER(S) AFFORDING COVERA	
812 4/0-0000		INSURER A: Burlington Ins. thru R-T Specia	
INSURED	al Parkway	INSURER B : Commerce & Industry/R-T Spec	lal
Indiana Traffic Serv		INSURER C: Carolina Cas ins - BerkleyNet U	
3867 N. Commercia		INSURER D: Cincinnati Insurance Co.	10677
Greenfield, IN 4614	0-0592	INSURER E :	
		INSURER F:	
COVERACES	CERTIFICATE MUMPER.	DEVICION MUN	DED.

CO	VERAGES (ERTIFICA	ATE NUMBER:		REVISION NUMBER:			
IN CE	HIS IS TO CERTIFY THAT THE POLI NDICATED. NOTWITHSTANDING ANY ERTIFICATE MAY BE ISSUED OR MA XCLUSIONS AND CONDITIONS OF S	REQUIREM Y PERTAIN JCH POLIC	MENT, TERM OR CONDITION OF A N, THE INSURANCE AFFORDED D CIES. LIMITS SHOWN MAY HAVE	ANY CONTRACT OR OTHER DO BY THE POLICIES DESCRIBED BEEN REDUCED BY PAID CLA	CUMENT WITH RESPECT HEREIN IS SUBJECT TO A	TO WHICH THIS		
INSR	TYPE OF INSURANCE		DDLSUBR POLICY NUMBER POLICY EFF POLICY EXP		LIMITS			
A	GENERAL LIABILITY		HGL0041561	06/15/2016 06/15/2017		\$1,000,000		
	X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	s100,000		
	CLAIMS-MADE X OCCUR				MED EXP (Any one person)	s2,500		
	X BI/PD Ded:2,500	_			PERSONAL & ADV INJURY	s1,000,000		
					GENERAL AGGREGATE	s 2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000		
	POLICY PRO- LOC					2		
D	AUTOMOBILE LIABILITY		EPPEBA0088117	06/15/2016 06/15/2017	COMBINED SINGLE LIMIT (Ea accident)	s1,000,000		
	X ANY AUTO				BOOILY INJURY (Per person)	\$		
	ALL OWNED SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$		
	X HIRED AUTOS X NON-OWNED				PROPERTY DAMAGE (Per accident)	\$		
						s		
В	UMBRELLA LIAB OCCUR		BE011736016	06/15/2016 06/15/2017	EACH OCCURRENCE	\$5,000,000		
	X EXCESS LIAB X CLAIMS-M	NDE			AGGREGATE	\$5,000,000		
	DED RETENTIONS					\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		BNUWC0124387	06/15/2016 06/15/2017	X WC STATU- OTH-			
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N NIA			E.L. EACH ACCIDENT	s1,000,000		
	(Mandatory In NH)			E.L. DISEASE - EA EMPLOYEE	s1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	s1,000,000		
	TO THE PARTY OF TH							
	1							
DESC	CRIPTION OF OPERATIONS / LOCATIONS / V	EHICLES (Att	tach ACORD 101, Additional Remarks Sci	hedule, if more space is required)				

2016 Pavement Markings

City of Bloomintgon as additional insured regarding General Liability and Auto Liability as required by written contract. Waiver of Subrogation in favor of City of Bloomington in regards to Workers Compensation (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Bloomington Dept. of Public Works Street Dept.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1981 S. Henderson St.	AUTHORIZED REPRESENTATIVE
Bloomington, IN 47401	Steer Danielson
	0 1000 00 to 1000 00 00 00 00 00 00 00 00 00 00 00 0

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Staff Report

Project/Event: 2018 South Central Indiana AIDS Walk

Petitioner/Representative: Community AIDS Action Group of South Central Indiana

Staff Representative: Christina Smith

Meeting Date: March 6, 2018

Event Date: Friday, April 13, 2018

The 14th Annual AIDS Walk is set for Friday, April 13th on the B-Line Trail. The family festival will be located at Waldron, Hill and Buskirk Park from 5:00 p.m. to 9:00 p.m. The walk will begin at 7:30 p.m. from the park to the B-Line Trail, north on the trail until W. 8th Street, then turn around and walk the same route back to the park. Parks Department has issued a permit for use of the B-Line Trail. As there will be music and announcements during the event, a noise permit is requested. There is no registration fee to participate in the walk, although donations will be accepted. Proceeds benefit HIV prevention and supportive services for people living with HIV.

Staff supports the noise permit request.



NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:		South Central Indiana AIDS Walk					
Location of Event:		Waldron, Hill and Buskirk Park					
Date of Event:		4/13/2018		T:	Start: 5:00 pm		
Calendar Day of Week:		Friday		Time of Event:	End: 9:00 pm		
Description of Event:		This is an annual fundraiser. We will have a family friendly festival followed by a walk. All proceeds will go toward HIV prevention and supportive services for people living with HIV.					
Source of Noise:		⊠ Live Band	Instrument	X I I OUIDCDGGVOR	Will Noise be Amplified? ⊠Yes □No		
Is this a Charity Eve	ent?	⊠Yes □No	If Yes, to Benefit: Community AIDS Action Group of South Central Indiana and IU Health-Positive Link				
Applicant Inform	natio	on					
Name:	Mat	t Taylor					
Organization:		nmunity AIDS th Central Ind	Action Group of iana	Title:	Development Fellow		
Physical Address:	333	E. Miller Dr.,	Bloomington IN 4	7401			
Email Addrocce	mta	vlor28@iuboo	Ith ora	Phono Number	812 353 32/2		

FOR CITY OF BLOOMINGTON USE ONLY

Signature:

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.

Date:

3/1/18

BOARD OF PUBLIC WORKS	
Kyla Cox Deckard, President	Kelly Boatman, Vice-President
Date	

Use, Security, Safety

- 1. The holder of the special use permit and representing the group shall be responsible for the event and must be present at the facility throughout the time of the activity. Any holder of a special use permit who abuses the privilege of using a facility will be deprived of their use.
- 2. The department reserves the right to require an event promoter to hire security personnel before being granted permission to conduct an activity on department property.
- 3. It is expressly understood that the City of Bloomington has no obligation to provide police, fire, sanitation, street, parking attendants, or other services in support of a special use or event on its properties.
- 4. Users may be required to sign liability waivers, releases, and/or indemnification agreements as a condition of permit approval, and provide proof of insurance.
- 5. Betting or gambling in any form, abusive, profane, or indecent language, violation of any City, County, State, or Federal laws, or any conduct that may interfere with an individual or group's right to use the park is prohibited.
- 6. Municipal Code sections 6.12.020 and 14.36.090 respectively prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property.
- 7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. In Addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- 8. No amplified music, stereos, radios, etc. over decibels established by the Bloomington City Council, within Title 14, will be allowed in the park without an approved Noise Permit.
- 9. Fires are prohibited in all areas other than those facilities equipped with outdoor grills or fireplaces.
- 10. No person shall cut, injure, deface, remove, or disturb any department property at any time.
- 11. Except as noted on the special use permit, vehicles of any type are prohibited from **parking or operating** a vehicle on city-owned properties, except as designated, for any purpose before, during, or after a special event.
- 12. The facility and grounds shall be left clean and in orderly condition. All litter, debris, food spills, and other trash directly attributable to the special event activities use must be properly disposed of in a timely fashion throughout the area specified in the special use permit. Where an adequate number of trash receptacles are not available, the user shall be required to contract for trash removal or the provision of trash dumpsters.
- 13. Portable sanitation facilities may be required at certain events conducted on department properties, and shall be provided by the sponsoring organization. The number and placement shall be determined by the department in consultation with the Monroe County Health Department.
 - All improvements to the premises must have prior written approval of the department. These improvements shall become the property of the department.

INVOICE



PO Box 100

Bloomington, IN 47402 Attention: Amy Silkworth Invoice Number:

1818-SE01

Date: March 1, 2018

Community AIDS Action Group of South Central Indiana

P>O> Box 5275 Bloomington, IN 47407 Attn: Meredith Short

Quantity	Description	Unit Price	Total
1	Application Fee	\$25.00	\$25.00
1	Permit Fee	\$150.00	\$150.00
1	Vending Fee	\$25.00	\$25.00
1	Deposit	\$50.00	\$50.00
1	3rd St. Stage (not-for-profit rate)	\$100.00	\$100.00
1	3rd St. Stage deposit	\$50.00	\$50.00
5	Alison Jukebox Restrooms (35/hr)(4p-9p)	\$35.00	\$175.00
-1	Deposit Paid	-\$25.00	(\$25.00)
	Due: 2-Apr-18		
		TOTAL DUE	\$550.00

For questions please call invoice originator: Kim Clapp 349-3710

Please make checks payable to City of Bloomington

Mail To: PO Box 100

Bloomington, IN 47402 Attention: Amy Silkworth

Office Use Only:

Deposit in revenue line:
201-4500-43220 \$350.00
201-6500-41020 - \$100.00
201-9000-41020 - \$75.00
201-6500-43260 \$100.00
201-24105 \$100.00

Notify: clappk@bloomington.in.gov when deposit has been made.



2018 SPECIAL EVENT PERMITS APPLICATION PROCESS

Overview

A Special Event Permit is required if your gathering has any of the following elements:

- > 100 or more participants
- Any advertising or sponsorship activities
- > Selling and/or distributing food, goods or merchandise (this includes classes or boot camps)
- > Admission
- > Tents
- Inflatables
- Stages
- ➤ Walk/Run/Parade
- > Specific location reservations

To download the 2018 application forms for:

- Special Event Permit
- ➤ B-Line /Clear Creek Trail Event Permit
- > Alcohol Guidelines
- ➤ Mobile Stage Rentals

Go to: bloomington.in.gov/parkpermits

Permit Process

- 1. Choose a specific location and date for your event. You are encouraged to choose an alternative location and/or date in the event that your first choice is not available. If you are unsure whether or not a permit is required for your event, please call (812) 349-3725.
- 2. Complete all sections of the Bloomington Parks and Recreation Department (BPRD) Event Permit Application. All proposed activities and events are subject to the approval of the BPRD. The BPRD will not consider your submittal if the application is incomplete and does not include the \$25 application fee.
- 3. Submit the completed application and \$25 application fee by U.S. mail, delivery in person, fax or email. If submitting by e-mail or fax to call with credit card information. Submittal of an application does not grant you a permit or confirmation to conduct your planned event; all applications are subject to review. Completed applications with appropriate fees and requested documentation and/or additional information must be submitted at least six weeks prior to your event; otherwise, applications will be denied or late fees may apply.

 Please note: Only applications delivered in person to 401 N. Morton St., Suite 250 will be
 - Please note: Only applications delivered in person to 401 N. Morton St., Suite 250 will be processed beginning January 3, 2018 beginning at 8:00a.m. Applications submitted by mail, email and fax, and all applications received prior to 8:00a.m. on January 3, 2018 will not be processed until January 4, 2018. Furthermore, only completed applications submitted with the \$25 application fee will be processed.



- 4. The BPRD processes applications for permits in order of receipt. The BPRD will not consider your submittal without a completed application and a \$25 application fee.
- 5. Upon receiving your completed application and \$25 application fee, the BPRD will contact you to inform you of the status of your application. You will be informed of any remaining fees that must be paid along with any additional documentation requirements (i.e. certificate of insurance). The BPRD reserves the right to require additional information or documentation regarding the applicant, applicants company, sponsoring company/organization, cosponsors, event participants, event vendors, event activities, or the event itself. Moreover, the BPRD may postpone approval of event permits until receipt of additional requested information or documentation. Failure to submit requested information or documentation in a timely manner may be cause for denial of a park permit.
- 6. Insurance:

Insurance: During the performance of any and all Services under this Agreement, permit applicant 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.
- Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as an additional insured 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 affected by the City will be called upon to contribute to a loss hereunder.
- 7. Applicants are required to inform the BPRD in writing of any and all amendments to the original application prior to the event day.
- 8. Once all of the BPRD requirements have been fulfilled, including receipt of all documents and full payment, a Special Event Permit will be issued.
- 9. Please note: Costs incurred promoting and marketing events prior to the issuance of an approved Special Event Permit, and changes/modifications relative to the event from the BPRD and/or other City of Bloomington departments is at the sole expense and risk of the Event Organizer.

Submit the completed Special Event Permit along with the \$25 application fee to:

Crystal Ritter
Bloomington Parks and Recreation Department
401 N. Morton St., Suite 250
Bloomington, IN 47402
Telephone: (812) 349-3725

Fax: (812) 349-3705



2018 Application, Agreement, and Guidelines for B-Line/Clear Creek Trail Event Permits

Thank you for considering the City of Bloomington Parks and Recreation Department (BPRD) facilities for your special event. We look forward to having you use the B-Line Trail and ask that you follow these rules to ensure that your event goes smoothly and that park resources are protected. Failure to comply with these rules could result in the partial or total loss of your damage deposit. Best wishes for a safe and successful event!

Return this application and the additional fees/forms to the City of Bloomington Parks and Recreation Department at least six weeks prior to your event. Submitting this B-Line Trail Event Permit Application is not a confirmation to conduct your planned event. Your application will be processed and you will receive notice of approval or rejection within two weeks. Once approved, it may be necessary to set up a planning meeting with BPRD staff. Incomplete applications will not be accepted. If your application is accepted, this document becomes the Agreement governing your use of the B-Line/Clear Creek Trail for the event described herein.

APPLICATIONS MUST HAVE THE FOLLOWING TO BE ACCEPTED

□Application for Rental Agreement	□Event Site Plan
☐ Application Fee \$25/non-refundable	□Event Agenda/Activities

Rental/Permit Fees and Damage Deposits and Certificate of Insurance:

Damage deposits, rental/permit fees and certificate of insurance are required within ten days following approval of permit application and receipt of invoice. Event date will only become final once all payment(s) have been received.

Checks should be made payable to City of Bloomington and mailed to: PO Box 848, Bloomington, IN 47402 or dropped off at 401 N. Morton St., Suite 250, Bloomington, IN 47402

Damage Deposit:

BRPD will return deposits within 30 days after the event. BPRD will issue the refund if the rented area is found to be in the same condition as prior to the event. Otherwise, the Department will confirm in writing how it had to use the deposit (or a portion of it) to clean the area and repair any damage.

Refunds:

The City of Bloomington Parks and Recreation Department will refund 50% of prepaid fees when cancellations are made at least 15 days before the event. Cancellations made less than 15 days before the event will result in the forfeiture of the entire rental fee as well as the damage deposit. Refunds will not be issued due to inclement weather.

Insurance:

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as an additional insured 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 affected by the City will be called upon to contribute to a loss hereunder.



Runs/Walks/Parade approvals:

- 1. All routes that include city streets must first receive a parade permit from the Bloomington Police Department (Scott Oldham, (812)349-3309). Upon receiving approval, all applicants must then...
- 2. Contact the Department of Economic and Sustainable Development for any street closure approvals at (812)349-3418.
- 3. Lastly, if use of park land or facilities is requested, applicants must turn in an event permit application or B-Line permit application to the Parks and Recreation Department after successfully completing the above mentioned steps (Crystal Ritter, (812)349-3725).

Meeting:

Once the application has been approved, BPRD staff will contact the applicant to determine if a planning meeting is necessary. If necessary, this meeting may be mandatory to work out all the details of the event. Contact Crystal Ritter at (812)349-3725.

B-Line Trail:

The section of trail from 6th St. – the east side of Rogers including the plaza adjacent to Farmers' Market and the east side of Showers between 6th St. – 10th St. is not available for use on Saturday's April – November from 5:00am-3:00pm. Placement of tables, chairs, signage, portable toilets, etc. is not allowed on or next to the trail. Property adjacent to the B-Line Trail is not available for placement of tables, chairs, signage, portable toilets, etc. Any group using the B-Line Trail must contact and employ Bloomington police for security at all intersections to assist walkers/runners/parades in safely crossing bisecting streets. For more information contact Captain Scott Oldham at (812)349-3309.

Vehicles and Parking:

Vehicles are not allowed on Park property other than streets and parking areas. Failure to comply with this guideline will result in a loss of deposit. Parking is permitted in designated park parking lots.

Food and Drink:

Alcohol is not permitted on or along the B-Line/Clear Creek Trail. Absent explicit consent from the Director of Parks and Recreation and Park Board of Commissioners, consumption of alcoholic beverages in parks is prohibited. Persons observed consuming alcohol in violation of any law, regulation, ordinance or rule are subject to arrest. Any rental group given explicit consent to consume alcoholic beverages in the park must do so in compliance with all state and federal regulations. In addition to state and federal regulations, groups must also employ security to be present during the entire event at which alcohol is to be served.

Non-catered events serving food or beverages must place a protective material around serving areas to prevent staining and/or the contamination of Park grounds. Monroe County Health Department requirements apply for any groups planning to sell food.

Grilling in parks is only allowed where grills have been permanently installed by the Parks Department. Personal grills of any kind are not permitted. The dumping of hot coals or grease on Park property is not allowed. If either is found after an event, the amount for cleaning and removal plus labor will be retained from the damage deposit.

Trash Removal/Recycling:

You are responsible for securing additional receptacles or having your trash hauled away if park containers won't accommodate the needs for your event. Bagged trash (10 bag maximum) may be placed next to a park trash receptacle after an event for park staff to remove. You are responsible for providing trash bags and any additional trash receptacles as needed. Trash that is not disposed of properly or overfills a receptacle may result in a loss of deposit. Dumpsters are to be placed in designated areas or as approved by park staff. You are responsible for taking any recycling to the recycle center.

Portable Toilets:

You are responsible for securing the appropriate number of portable toilets for your event (1 per 500 attendees). They should be delivered at the latest date and time possible prior to your event and removed from Park property no more than 24 hours after your event ends. BPRD takes no responsibility for any damage to portable toilet prior to removal. Portable toilets are to be placed in designated areas or as approved by park staff. If portable toilets require hoses for a water source, the vendor must supply the hose.



Tents/Displays:

Bloomington Parks and Recreation is not responsible for any tents or items set up for your event. You are responsible for scheduling security to watch over your area. Only 10 x 10 pop up tents are allowed for use on the B-Line/Clear Creek Trail. Staking tents is not permitted. All components of renters display, including tents, umbrellas and signs, must be properly secured on all sides.

Child Supervision:

If children under the age of 18 are part of the event, it is your responsibility to provide adequate supervision.

Safety:

The possession of alcoholic beverages, drugs and other illegal controlled substances is prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit. The individual or group is totally responsible for the behavior and actions of those individuals attending their event and shall take reasonable care to ensure that its participants, spectators or employees do not bring prohibited items into the event.

Copyright:

It is the applicant's responsibility to comply with federal and state copyright laws applicable to any of the activities of the event.

Noise Permits:

It is the responsibility of the applicant to secure proper noise permits from the Department of Public Works. Applicants can call (812)349-3410 for additional information.

Violations:

Park facilities must be used solely in accordance with the City of Bloomington Parks and Recreation policies and procedures. BPRD retains the right to revoke a special use permit any time upon violation of your agreement or the risk or threat of a violation of your agreement.

Failure to comply with any of the provisions of this Agreement may constitute a violation. In addition, the following activities are examples of violations of this Agreement: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco or drugs) excessive guests, excessive noise, or other activities which cause a disturbance to other nearby park activities or are in violation of state law and local ordinances. Sleeping (overnight camping) in parks, golf courses, or any other park premises is prohibited.

By signing and submitting this application, the permit applicant agrees to abide by the rules and regulations of the Department of Parks and Recreation including, but not limited to, the conditions as stated on this application and the City of Bloomington Parks and Recreation Department Rental Agreement.

Please Read Carefully:

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Bloomington Parks and Recreation park. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above, including assuring there is no consumption of alcoholic beverages. I Mered Short—, on behalf of the permit applicant, shall agree to release, hold harmless, and forever indemnify the City of Bloomington, its employees, officers, and agents from any and all claims or causes of action that may arise from the activities described herein. This includes claims for personal injury, property damage, and/or any other types of claim which may arise from these activities, whether such claims may be brought by the permit applicant or any of its agents, or by any third party.

Į	have read this re	lease and	understand al	l of its terms.	I agree	with it	ts terms	and sign	it voluntari	ly.
	morelof	Luch	N		1/	3/1	8			•
Si	ignature	• 1		I	Date					



401 N. Morton St. · Suite 250

P.O. Box 848 · Bloomington · IN · 47402

OFFICIAL EVENT PERMIT APPLICATION FOR PARKS/FACILITIES

City of Bloomington Parks and Recreation Department (BPRD)
(Please Print or Type)

- · Parks and trail operating hours are 5:00a.m. to 11:00p.m.
- Permit applications must be submitted to the Department at least six weeks prior to event
- An application for Special Use shall not become a permit until it has been approved and signed by the Department. Application approval will not be finalized without submittal of an application, certificate of insurance and payment of all fees/charges/deposits.

fees/charges/deposits.		
Type of Organization: (check all that app. □Governmental: □City of Bloomington □Monroe County □Other	Department-Affiliated Mon-Profit Tax ID# Non-Profit Fundraising Event Tax ID# 35-2045322	□Private – City Resident □Private – Non-Resident □Profit Making □Other
Please complete entire application: Date of Application: Date of Proposed Event:	03/2018	
Contact Information: 1. Organization applying for Special Use Organization: Community A Has Address: Po Box 52-7.5 City: B Community Telephone #: 812-353-3273 E-mail: ebrings (** internation)	Action Group of South	
2. Name of organizational <u>contact</u> resp (Please list the one representative that will	be responsible for all communication	
	Title: AIDS Walk	- Planing Committee Member
Address/Phone Number (If different) Address: 333 E. M: Ne- De		
City: Bloomington Telephone #: 812-353-3153 E-mail: Mshort 4@iuh	State: JV Zip Fax: 812-353-3226	Code: 47401
E-mail: VIO 100. 17 E 100.	early org	



Event Logistics: 3. Name of event: 2018 South Central Indiana AIDS Walk
4. Type of event: (Please check as many as applicable)
□Concert □Entertainment □Parade (*) □Public Info. □Environmental □Cultural □Endurance □Fund Raiser □Walkathons/fitness Walk/Run (*) □Other (please explain)
All Events: A map detailing placement of event (site map) will be required for all events. If you are requesting that any public street be partially closed/blocked off, please contact the City of Bloomington Economic and Sustainable Development Department (812)349-3418. GIS maps are available on line at http://bloomington.in.gov/maps/ *A copy of your proposed route must be attached to this application.
5. Event Description? (Please explain and attach a detailed copy of your agenda or planned activities.) Pre-walk ententainment with DJ, children's activities, craft tables, and food vendors. The Walk is a fund raiser for HIV prevention and supportive services for those living with HIV. 6. Requested Event Location along the B-Line Trail: We introl to we Waldron, Hill, Duskink
Park as well as a portion of the B-Line Frail.
If event is on park grounds or more than one facility is being used, please provide map showing parking, activity venues, first aid, etc.
7. Requested date(s) and time(s) for event: Event Activity Starting Ending Ending Set-up Dismantle Date/Time Date/Time Date/Time Postival 4/13/18 4/13/18 5:00Pm 7:30Pm 12:00Pm 10:00Pm ATDS Walk 4/13/18 4/13/18 4/13/18 7:30Pm 7:00Pm
8. Total number of anticipated participants (i.e. volunteers, spectators, walkers, runners, etc.): 200 Peak Attendance: 200 at time 7-30 Da.m. Ep.m.
9. Is this a first time event for you or the sponsoring organization at this location? (a) If not how does this event differ from (a) similar event(s) in previous years(s)? The pre-walk festival has expanded to include more activities in recent years since we lost used this location
(b) Attendance totals for last event: Daily $\frac{2150}{0}$ Overall $\frac{2150}{0}$
10. How do you plan to publicize this proposed event? (If available, please attach a copy of proposed publicity plan or flyer) PLEASE DO NOT PRINT FOR PUBLICATION UNTIL YOUR EVENT IS APPROVED BY CITY OF BLOOMINGTON PARKS AND RECREATION. Please list event web site if available.
11. Will any signs, banners or flyers be hung or posted?

Entire Application Must Be Completed In Full



CITY OF BLOOMINGTON nacks and recreation

parks and re-	
Describe the proposed locations of the banners, etc. (Du	te to city ordinances regarding signage, additional cance of event. Contact the City of Bloomington Planning
Department at (812)349-3423)	
signs will be at the event	on day of event. No
large banners or signs will	be up Prior to event
12. Do you plan to erect temporary structures such as tents (a) If yes, please describe below, including size, capacit	s, booths, tables, etc. for this event? ves no ty, how many, etc. Location of all items must be shown on or approval. All components of vendor display, including
Item	Size Quantity
Tents	10'x 10' 2
(b) If contracting with a company that will be providing	ng any of the above, list information below:
Company Name: Master Rental	Contact Person:
Address: 2002 W 3-4 St-Bloom	instan IN 47404
Address: 2002 W 3-4 St Bloom Telephone Number: (812)332-7580	3,557
Company Name:	
Address:	
Telephone Number:	
13. Is this event open to the public?	□ no
14. Please advise what accommodations you are providing accessibility) Volunteus can assist	for persons with special needs: (parking, transportation, With Parkit
15. Will donations/contributions be accepted during this ex If yes, please explain how these donations will be generated	for collected. Donations will be
16. Will there be an admission charge to attend/participate If yes, please explain the type of fee and appount:	2 Amount: #25 for WAIK, festival is free
Type Fee(s): Rogi (tration for Walk Fee	Amount: #25 for WAIK, KSTIVAL IST ree
17. Do you plan to sell, distribute or give away refreshment	s and/or merchandise (i.e. food, beverage, T-shirts, CD's, Art,
etc.)? ☐yes ☐ no	
If yes, please explain & list the number of booths expected:	
Nearticipale 1-2 food verdors	
(i.e. hot dogs, nachos, candy, etc.). Any non-profit organiza	oe County Health Department if you are planning to sell food ation must show proof of non-profit status when applying for lth Department at (812)349-2543. A toilet and hand washing preparing/selling food.
*Bloomington Parks and Recreation will charge a \$25.00-\$ food/merchandise and/or any admissions charges or monies	



CITY OF BLOOMINGTON parks and recreation

18. Will there be displays, literature, or other types of solicitation? Lyes If yes, please explain: HIV provention and	no no		
educational information			
19. Are you providing additional portable toilets for your event?	,		
How many? Location: (show on site map)/	A		
Notice: The City of Bloomington Parks and Recreation Department requires you to every 500 participants. If number needed exceeds what park has available, it will be responsibility to acquire the necessary number. Proof of payment will be required.	be the organization's/event organizer/s		
20. Please describe how you plan to remove trash from the event site: We Will Submider Relationship to Contact Name: Mereldith Short Relationship to the state of the state o	o organization. AIDS Walk Planning		
Phone Number: 812-353-3153 OR 812-340-3149	Committee Member		
Notice: Each organization will be responsible for cleaning the site and bagging all trash. Bagged trash (10 bag maximum) that is placed by a park trash receptacle will be removed by the BPRD at no extra cost. Failure to clean the site and bag the trash may result in the reduction or loss of your security deposit. If an event is deemed large enough to produce more than the 10 bag maximum it will be the event organizers'/applicant's responsibility to obtain additional trash receptacles and/or dumpsters for removal of trash. Overfill of park trash receptacles will also result in the loss of deposit.			
Security/Safety: 21. What are your plans for providing security, traffic and/or crowd control: BP Contact Person:	Daware of event		
Company Name:			
Contact Phone Number:			
22. What are your parking plans? Overflow Parking? Attenders will parking meters spots and 4th St. Parking. What are your plans for providing emergency/medical services? Contact	temergeting		
Event Entertainment: Peks ()	vel yia 911		
24 Do you plan to provide musical entertainment for this event? Byes If yes, please describe: We have a DJ and are	no .		
contacting several bands but no confirmed to date. We will be	re opplying for a n with this event? Notite permit		
25. Will any type of sound amplifying equipment or devices be used in conjunction	n with this event? Not be permit		
Tyes Ono If yes, please list type of equipment	•		
Type of Equipment	Quantity		
Amplitiers	2-3		
1 1/1/12 6 4-4 1			

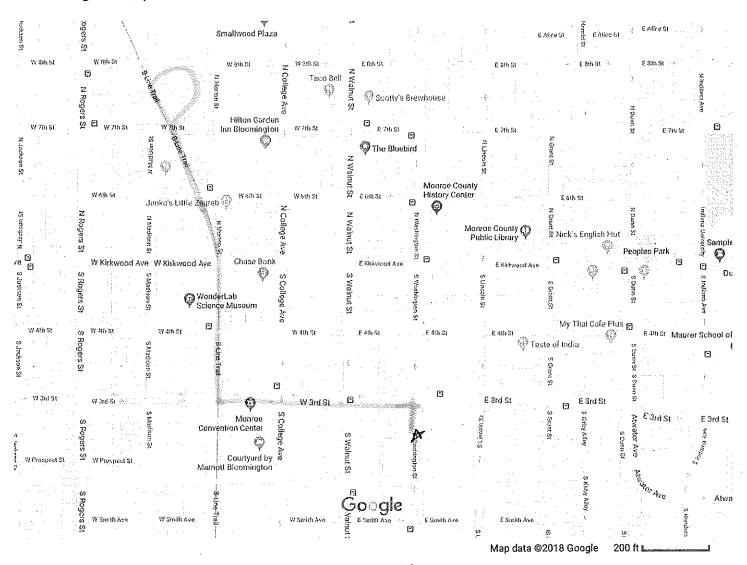


CITY OF BLOOMINGTON parks and recreation

	26. If musical entertainment is used, please list con		
	Jim Stevens (812)3	84-7574	
	27. Do you plan to provide other entertainment for	this event? ono	
	If yes, please describe or attach copy of your planned		4 ONE
C	and makes announcements	during festival Potential of Mor	d.
	regarding acceptable noise levels. (Please refer to t Bloomington Municipal Code.) It is the event organ and state copyrights laws. *Application for a noise permit must be filed at least	linator must comply with all City of Bloomington's Ordinances are City's Noise Ordinance, Title 14, Chapter 14.09 of the City of izer's/applicant's responsibility to be in compliance with all federat six weeks prior to event with the City of Bloomington Public and non-amplified entertainment including public announcement	
	28. Events with animals require additional conside permission for animals at your event? □yes	rations and Animal Control approval. Are you planning to pursue	
	29. Are you providing a generator as a power sour. What are the electrical needs for the event?:	e? Dyes Ino helded for DJ an	d ban
	30. Are there any special provisions pertaining to		
	application: N/A	our event that have not been addressed on this	
Dye with	h Application cation Fee: \$25/non-refundable	s 25	
Renters Fees, Ch Permit Deposi	ompleted by Bloomington Parks and Recreation S will receive an invoice for total amount due narges and Deposits Schedule: t Fee: \$150/day it: \$75/day/refundable ng: \$25-\$35/day per vender selling	\$ 150 \$ 75	
	rchandise/fundraising Fee: 50% of base event day rent per day	\$ \$	
	will be charged for any set up that is done he day of the event.		
☐Tear-d	lown Fee: 50% of base event day rent per day	\$	
	will be charged for any equipment, rental or , left on park property. (Incl. Sundays)		
□Qther s	staffing charges: \$20-\$30/hour (additional charges as deemed necessary due to	\$ 100 For Stage	
	additional charges as deemed necessary due to a scope of event and impact on park/facility)	100 for stage	
1	City of Bloomington Parks and Recreation Department Date Received: 1/3/18 Parks Event	ent Special Event Application (PARK USE ONLY) Fees Charged: Permit #:	
	Scheduled for Special Use Meeting Date:	Approved: (C)	
	City of Bloomington contact person: Telephone Number: E-mail:		MACCOCINET THREAD POSITION OF THE PROPERTY OF



Google Maps



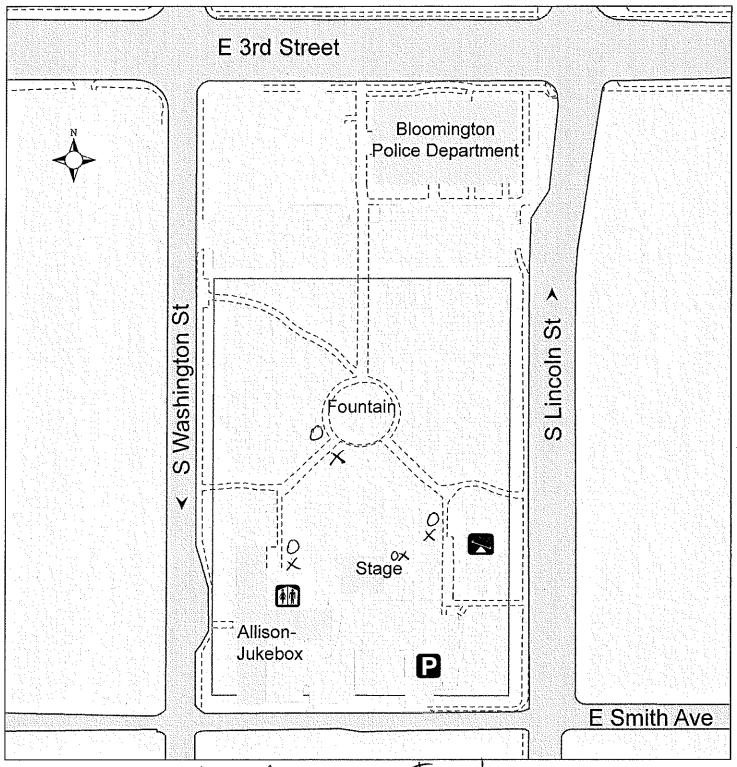
A-Start and End



The Waldron, Hill, and Buskirk Park

Legend	Restrooms
Parking	Shelter Shelter
Playground	<i>P</i> ∵ Trail

331 S Washington Street



http://www.bloomington.in.gov/parks

X = Trash

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

				Dank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
3/2/2018	Payroll				394,321.38
3/2/2010	Payroli				394,321.30
					394,321.38
		ALLOWANC	E OF CLAIMS		
	ept for the claims not all		ister of claims, consisting the register, such claims	of 1 are hereby allowed in the	
Dated this _	day of	year of 20			
					
				-	
	that each of the above I th IC 5-11-10-1.6.	isted voucher(s) or	bill(s) is (are) true and co	orrect and I have audited s	ame in
		Fiscal Office			



Board of Public Works Staff Report

•	
Project/Event:	Request to install permanent encroachments in the right of way at 619 North Morton Street
Petitioner/Representative:	Tech Park Housing, LLC /Zach Bode of Studio 3 Designs
Staff Representative:	Liz Carter
Date:	March 6, 2018
11 th Streets at 619 North Morton. requires street lights and bicycle would be one street light and two building. The design features of the over the right of way. The canopic traffic.	constructed on the west side of North Morton and between 10 th and It has received all of the necessary approvals so far. City code racks to be installed which will be in the public right of way. There bike racks installed in the sidewalk area in front of the new he building include two canopies which also encroach by 1 ½ feet es will be 8'8" above the walkway and will not impact pedestrian
requirements of the city code and approval by the BPW, so all end. The encroachment agreement w	rting Justification: The bike racks and the street light are a could be given staff level approval. However, the canopies require roachments are included in the request and in the documentation would have to be signed by the owner as well as the Board. The downtown area. Street trees are also required to be installed butch, are not encroachments.
Recommend 🔀 Approval 🗌	Denial by <i>Liz Carter</i>

BOARD OF PUBLIC WORKS RESOLUTION 2018-12

Encroachments at 619 North Morton Street

WHEREAS, Tech Park Housing, LLC ("Owner"), owns the real property located at 619 North Morton Street, Bloomington, Indiana, more particularly described in a deed recorded as Instrument No. 2016008657 in the Office of the Recorder of Monroe County, Indiana; and

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

WHEREAS, Owner is constructing a new building at this location; and

WHEREAS, Owner has requested that it be allowed to install the following encroachments over and upon the public right of way adjacent to its business: one (1) street lights, two (2) canopies, and two (2) bike racks as depicted in Exhibit "A". Each canopy will be no less than eight feet, eight inches (8'8") above the walkway and will extend into the public right of way one foot, six inches (1'6").

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

- 1. Owner shall be allowed to install the following encroachments in the right of way: one (1) street light; two (2) canopies; and two (2) bike racks adjacent to its property located at 619 North Morton Street.
- 2. Owner agrees to maintain the described encroachments and to keep them in a safe and good condition.
- 3. The encroachments shall not deviate from the design which is depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein.

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

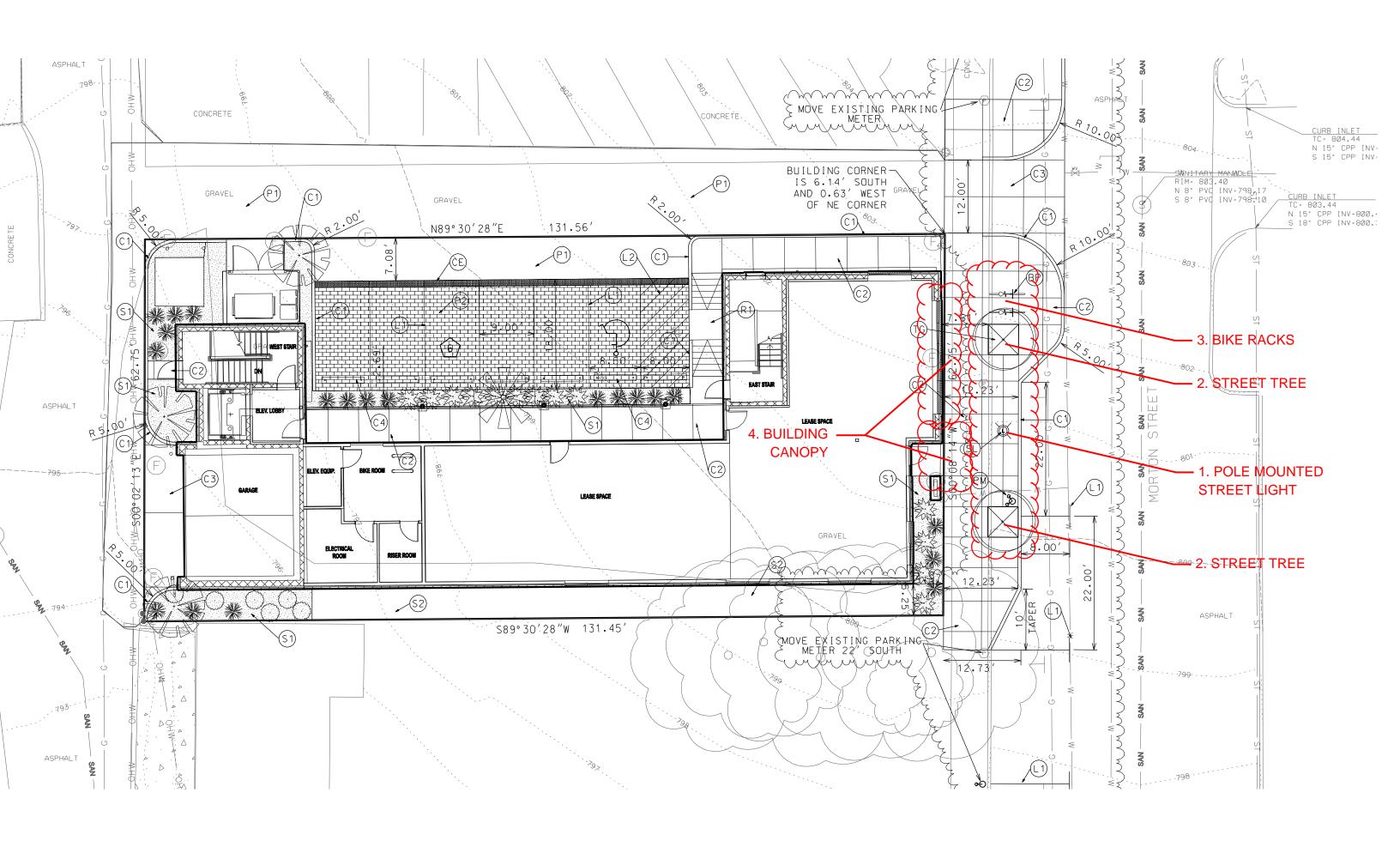
death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this agreement is intended to be as broad as permitted by law, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

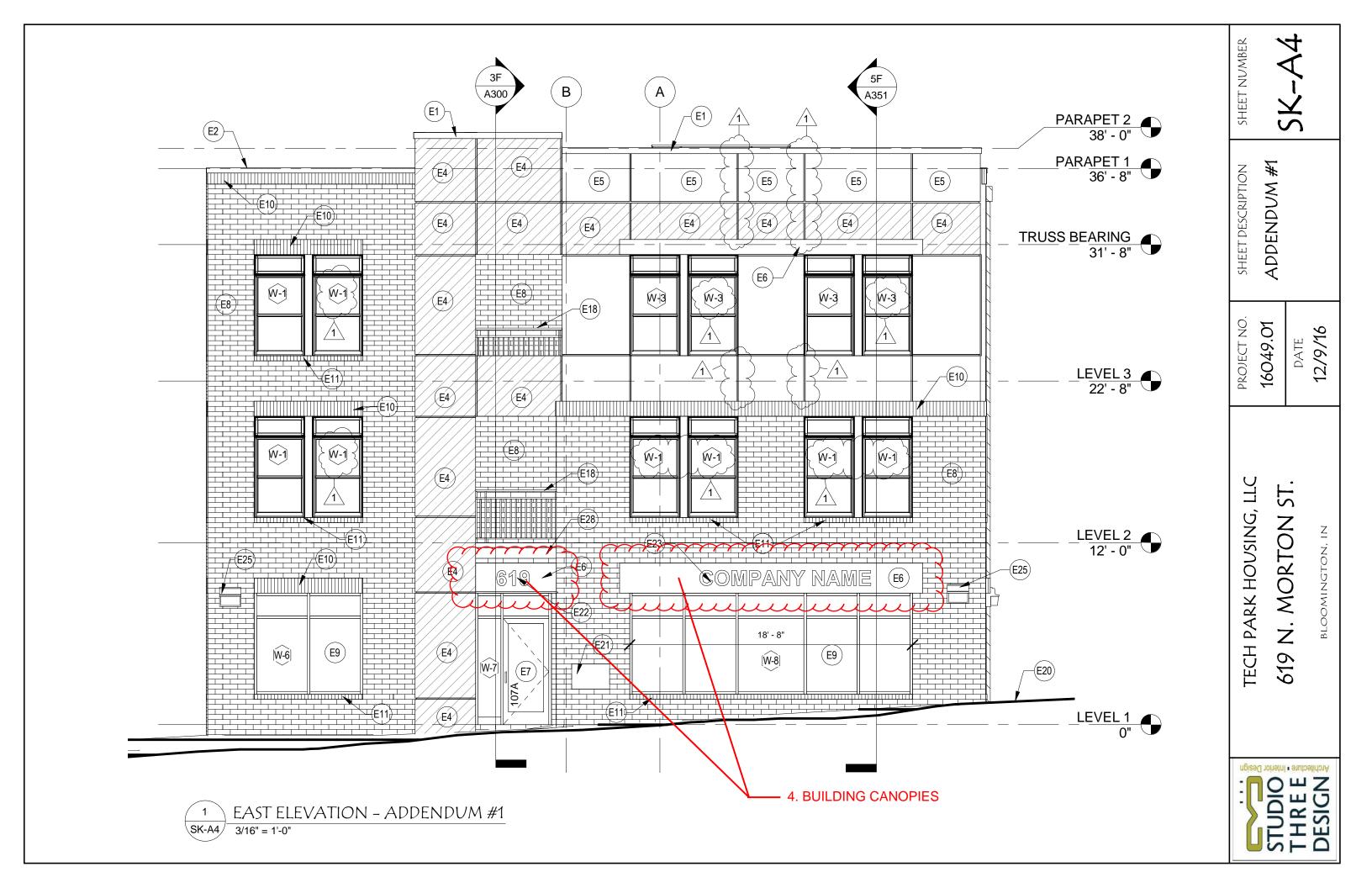
- 11. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Tech Park Housing, LLC; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
- 12. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Tech Park Housing, LLC, expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
- 13. Elliot R. Lewis, as member of Tech Park Housing, LLC, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

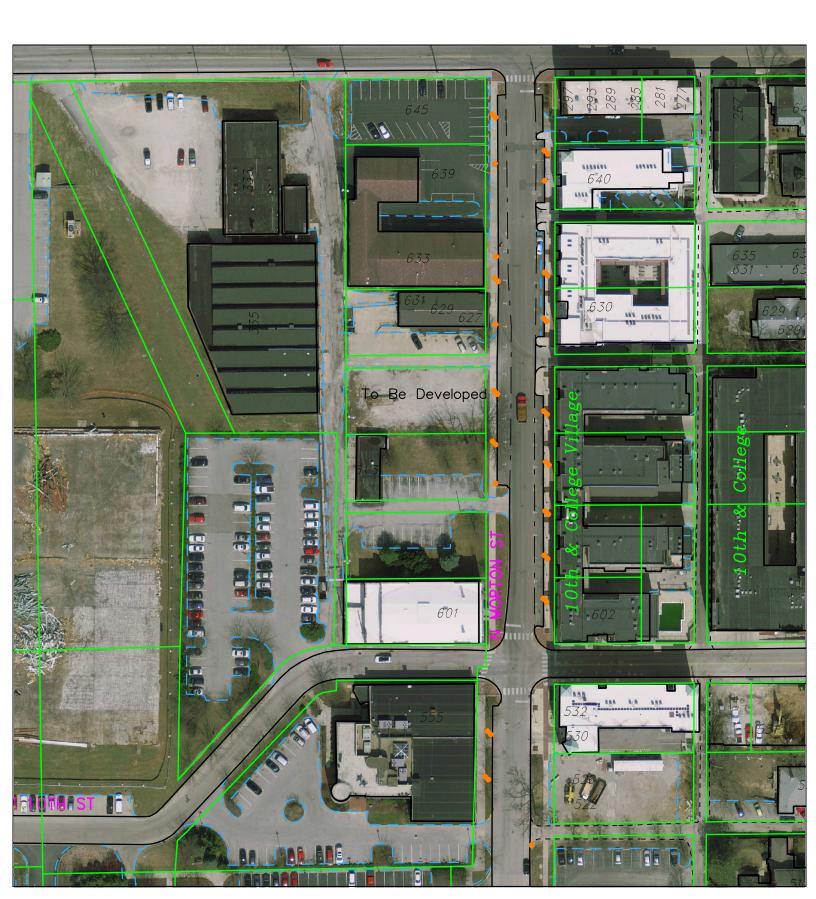
Signed this day of	, 2018.	
Board of Public Works	Tech Park Housing, LLC	
Kyla Cox Deckard, President	Elliot R. Lewis, Member	
Kelly M. Boatman	Date	
Dana Palazzo		

STATE OF INDIANA)) SS:	
COUNTY OF MONROE)	
-	blic in and for said county and state, personally Housing, LLC, and acknowledged the execution, 2018.
Witness my hand and official seal	Notary Public Signature
My Commission expires: County of Residence:	Printed Name
STATE OF INDIANA)) SS: COUNTY OF MONROE)	
Before me, the undersigned a Notary Pub appeared, Kyla Cox Deckard, Dana Palazzo and Bloomington Board of Public Works, and acknow instrument this day of	wledged the execution of the foregoing
Witness my hand and official seal	Notary Public Signature
My Commission expires: County of Residence:	Printed Name
I affirm under the penalties for perjury that I have taken re this document, unless required by law. Jacquelyn F. Moore	

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









Board of Public Works Staff Report

Project/Event: Request to use public right of way during construction of 619 N.

Morton Street

Staff Representative: Liz Carter

Petitioner/Representative: Tom Ritman/Gilliatte General Contractors

Date: March 6, 2018

Report: A new building is being constructed on the west side of North Morton between 10th and 11th Streets at 619 North Morton. It has received all of the necessary approvals so far. However, in order to build the building, the contractor has requested permission to use the public right of way adjoining the property from March 7th until July 27th, 2018. The contractor has further requested to close Morton Street from March 12th through the 16th in order to complete all utility work in the street. This requested closure would correspond with IU's Spring Break. The requested space utilizes metered parking spaces and the sidewalk adjoining the site. The Controller's staff has calculated the cost of 4 meters for that time period to be \$5,717.

Recommendation and Supporting Justification: Mr. Ritman is aware of the limited amount of space available on the job site itself. The requested area is typical of other requests for work space that staff has seen along North Morton. A memo of understanding has been prepared that would allow Gilliatte to use the public right of way during construction as well as to close North Morton Street from March 12th to the 16th. It also includes a hold harmless agreement that protects the city. Approval should be given with the conditions that the meters are paid for in advance, that the area being used should be returned to its original condition or better, and that Gilliatte may close North Morton Street between 10th and 11th Streets during the week of March 12-16.

Recommend	X	Approval [Denial by	/ Liz	Carter
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MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF BLOOMINGTON PLANNING AND TRANSPORTATION DEPARTMENT AND GILLIATTE GENERAL CONTRACTORS

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation") and Gilliatte General Contractors, outlines the binding conditions placed upon and agreed to by Gilliatte General Contractors, in exchange for use by Gilliatte General Contractors, its agents and subcontractors, of certain public right of way during the construction of a building at 619 North Morton Street in Bloomington, Indiana (hereinafter the "Construction Site").

- 1. This MOU shall cover the time period from March 7th, 2018, through July 27th, 2018, inclusive.
- 2. Planning and Transportation shall allow Gilliatte General Contractors to block and restrict from general public usage the space along the west side of North Morton Street and directly adjacent to the Construction Site as depicted in Exhibit "A".
- 3. Planning and Transportation shall allow Gilliatte General Contractors to block and restrict from general public usage Morton Street from March 12th 16th, 2018 for the purpose of utility work as depicted in Exhibit "A".
- 4. Gilliatte General Contractors, shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
- 5. Gilliatte General Contractors shall install and maintain, to the satisfaction of Planning and Transportation, all signage associated with providing notice to the public of restrictions on right of way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, Gilliatte General Contractors, shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
- 6. Gilliatte General Contractors shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Gilliatte General Contractors.

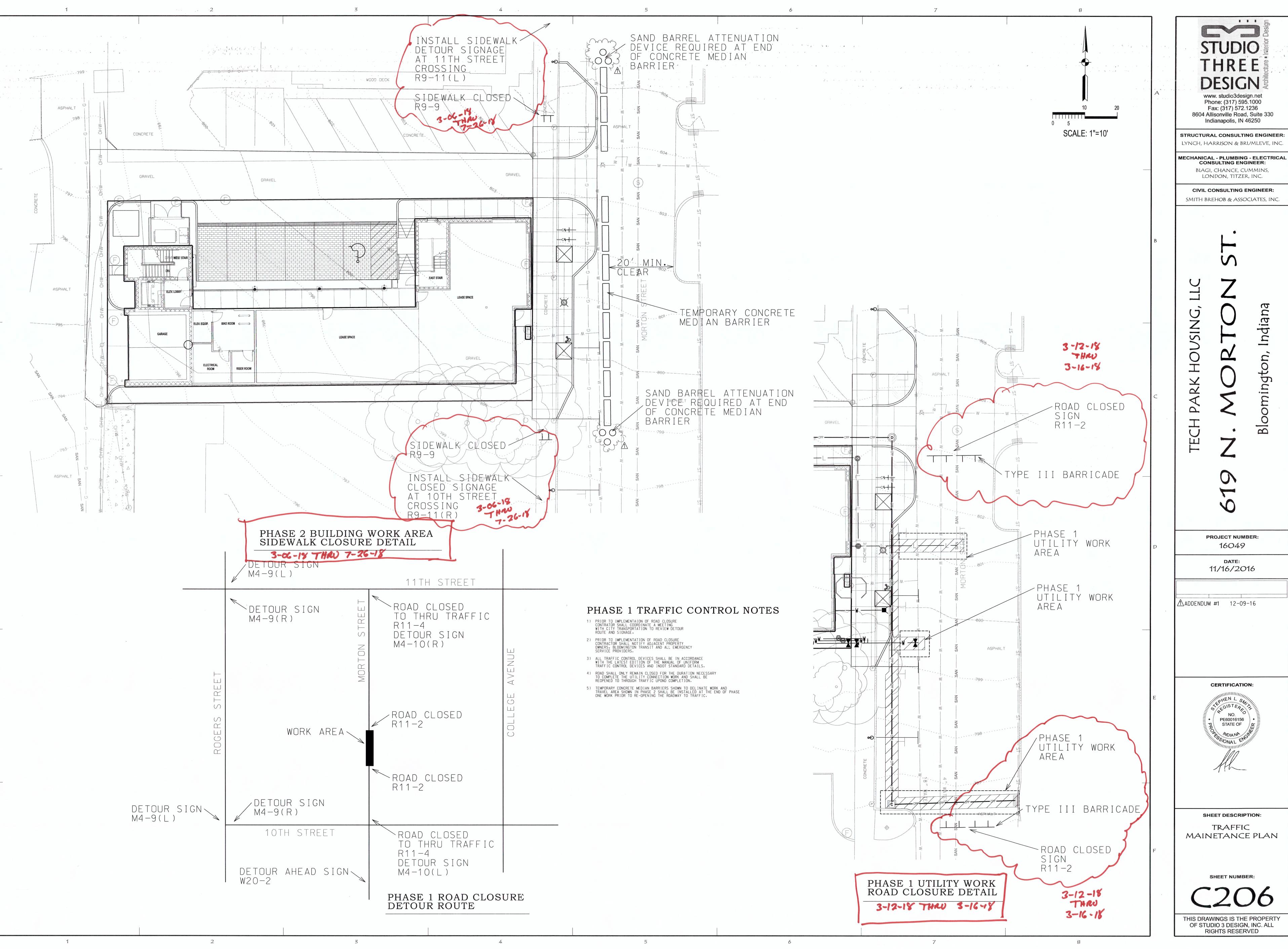
- 7. Gilliatte General Contractors, shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. Gilliatte General Contractors, shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by Gilliatte General Contractors, their employees, agents, contractors and subcontractors.
- 8. Gilliatte General Contractors, shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
- 9. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.
- 10. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
- 11. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
- 12. Gilliatte General Contractors, agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which my occur as a result of Gilliatte General Contractors' use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
- 13. Gilliatte General Contractors shall pay, in advance, for any and all meter fees associated with the closure of the four (4) adjoining parking spaces at a rate of twelve dollars (\$12) per day per meter with an administrative fee of five dollars (\$5). Gilliatte General Contractors has requested a twenty (20) week term for its use of City right of way adjacent to the Construction Site. Calculating a six (6) day work week and deducting for holidays, the meter fees for the term of this MOU, beginning March 7, 2018 and ending July 27, 2018 are Five Thousand Seven Hundred and Twelve Dollars and Zero Cents (\$5,712.00).

- 14. In the event Gilliatte General Contractors has not completed its work at the Construction Site by July 27th, 2018, Gilliatte General Contractors shall incur and agrees to pay meter fees of Forty-Eight Dollars and Zero Cents (\$48.00) per day for each working day after July 27th, 2018, that Gilliatte General Contractors continues to use public right of way at the Construction Site.
- 15. Prior to beginning work, Gilliatte General Contractors, shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
- 16. Gilliatte General Contractors, shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
- 17. Thomas J. Ritman, President of Gilliatte General Contractors, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

Gilliatte General Contractors

City of Bloomington

City of Broomington	diffaction deficient contractors
By:	By:
Kyla Cox Deckard, President	Thomas J. Ritman, President
Board of Public Works	
Date:	Date:
By:	
Terri Porter, Director	
Planning and Transportation Dept.	
Date:	
By:	_
John Hamilton, Mayor	
City of Bloomington	





www. studio3design.net Phone: (317) 595.1000 Fax: (317) 572.1236 8604 Allisonville Road, Suite 330

STRUCTURAL CONSULTING ENGINEER

BIAGI, CHANCE, CUMMINS,

SMITH BREHOB & ASSOCIATES, INC

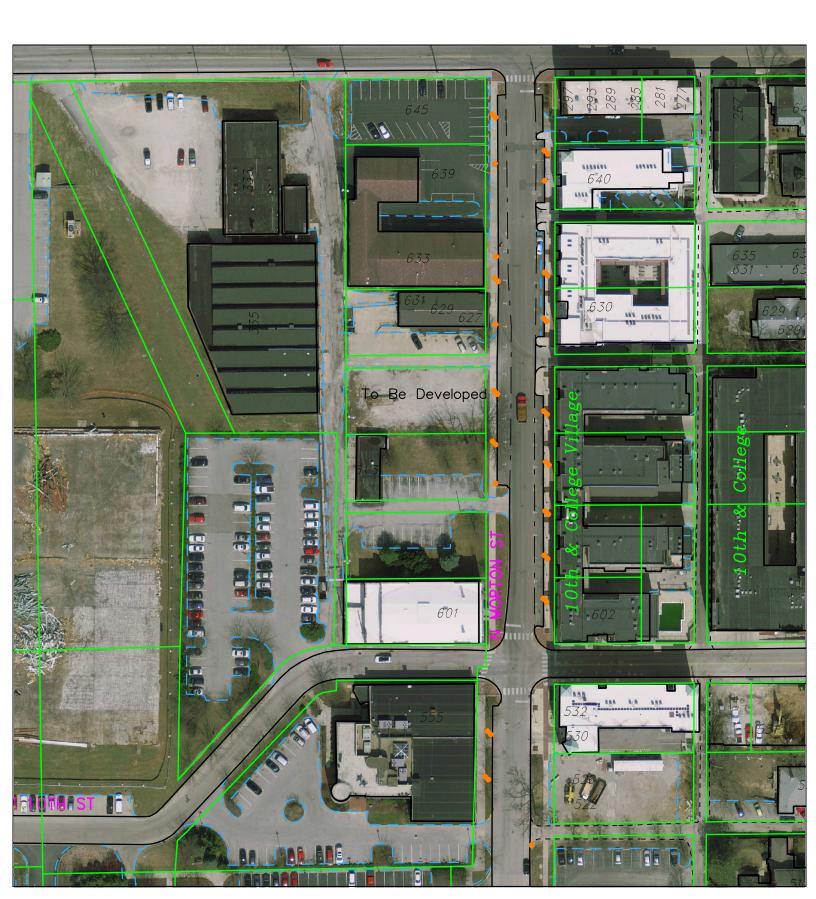
LONDON, TITZER, INC.

CIVIL CONSULTING ENGINEER:

Indiana

CERTIFICATION:

SHEET NUMBER:





Board of Public Works Staff Report

Change Order #1 for 4 th Street Garage Door Replacement Project				
Public Works – Ryan Daily				
Ryan Daily				
March 6, 2018				
Street Garage Door Replacement Project was e Board of Public Works on January 9, 2018. At was notified that due to the condition of the of the doors that this project would likely result in				
During the replacement of the doors, additional repairs to remove excess concrete, mortar, anchors, wiring, and caulking from the previous door system would be required prior to the installation of the new door system.				
The original contract amount for the project was \$44,381.40. Change Order #1 will result in an addition to the contract of \$480.00. The new contract sum including the change order will be \$44,861.40.				
Staff has reviewed the proposed change order and recommends approval of Change Order #1 for the 4 th Street Garage Door Replacement Project.				
Denial by: Ryan Daily				

ANN-KRISS LLC 736 S. Morton Bloomington, Indiana 47403 812-361-7620 WORK PERFORMED AT: davedpadgett@yahoo.com OUR BID NO. **DESCRIPTION OF WORK PERFORMED** emove quess concrete surumain Remove ques do mortar surrour Remove of wike, CAUK stuffer into poles, crarks of opening



Board of Public Works

Staff Report

Board of Public Works Staff Report

Project/Event:	4 th Street Garage Door Replacement Project
Petitioner/Representative:	Department of Public Works/Parking Facilities Division
Staff Representative:	Ryan Daily
Date:	January 9, 2018
Report: We are seeking to replate doors are rusted and several are	ace all doors in the 4 th Street Garages. These inoperable.
* Please note that this project will likely	ces for this project in the amount of \$44,381.40. y incur change orders based upon the condition of the doors. We do not know what will need repaired until the
Recommend \boxtimes Approval \square	Denial by: Ryan Daily

AGREEMENT

ABETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANKRISS SERVICES

FOR

4TH STREET PARKING GARAGE DOOR REPLACEMENT PROJECT

THIS AGREEMENT, executed by and betw	veen the City of Bloomingto	n, Indiana, Public Works Department through
the Board of Public Works (hereinafter CITY), and $_$	Ankriss Services	, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid 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 Bidder 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 thirty (30) calendar days after the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.
- .2.02. It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.
- .2.03. CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

.ARTICLE 3.. .COMPENSATION

- .3.01. CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.
- <u>.3.02</u>. Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed <u>Forty-Four Thousand</u>, Three Hundred Eighty-One Dollars and Forty Cents (\$44,381.40) . 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.

- .<u>3.03</u>. 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.
- <u>.3.04</u>. 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.
- .<u>3.05</u> 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.
- <u>3.06</u> <u>Engineer</u> 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, 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 ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. 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.
- <u>4.03</u> <u>Payment of Escrow Amount</u> 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

<u>5.01</u>. 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.

.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 <u>Default:</u> 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 Bid Documents.
- 4. The Invitation to Bidders.
- 5. The Instructions to Bidders.
- 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 and Payment Bonds.
- 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.

.<u>5.05</u>. <u>Insurance</u>

<u>5.05.01</u>

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>Covera</u>	<u>ge</u>	. <u>Limits</u>	
A.	Worker's Compensation & Disability	Statutory Requirements	
В.	Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$100,000 each accident \$500,000 policy limit \$100,000 each employee	
contrac	Commercial General Liability (Occurrence Basis) njury, personal injury, property damage, tual liability, products-completed operations, Aggregate Limit (other than Products/Completed ons)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate	
	Products/Completed Operation	\$1,000,000	
	Personal & Advertising Injury Limit	\$1,000,000	
	Each Occurrence Limit	\$1,000,000	
	Fire Damage (any one fire)	\$50,000	
D. owned,	Comprehensive Auto Liability (single limit, 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	

\$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 Director of Public Works 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 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** 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.
- .<u>5.14</u>. <u>Written Notice</u> 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	Ankriss Services
Attn: Ryan Daily, Parking Garage Manager	Attn: David Padgett
P.O. Box 100, Suite 120	736 S. Morton St.
Bloomington, Indiana 47402	Bloomington, IN 47403

- .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 h	ave hereunto set their hands.
DATE: 19/2018	
City of Bloomington	Ankriss Services
Bloomington Board of Public Works	Now Doing Business As:
	Now Doing Business As: Ann-Kriss LLC 08 1/19/18
BY:	BY:
Krean De	ne le
Kyla Cdx Deckard, President	Contractor Representative
160 m B 1 -	
Kelly M. Boatman, Vice President	David Padgett Printed Name
Keny W. Boatman, vice rresident	riiiteu Naiile
	Member
Dana Palazzo, Secretary	Title of Contractor Representative
Alulipon M. Suthrio	
John Hamilton, Mayor of Bloomington	

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
DATE: 1.4.18

CITY OF BLOOMINGTON

Controller

Reviewed by:

Reviewed by:

Controller

Reviewed by:

Reviewed by:

Reviewed by:

Reviewed by:

Reviewed by:

Revie

ATTACHMENT 'A'

"SCOPE OF WORK"

4TH STREET PARKING GARAGE DOOR REPLACEMENT PROJECT

This project shall include, but is not limited to, the removal and replacement of fourteen (14) doors in the 4th Street Parking Garage. Both sides of all replacement doors shall be painted.

ATTACHMENT B

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

STATE	OF INDIANA)					
COUNT	V V \ -1 \ \ .	SS:				
The un	dersigned, being duly sworn, h	nereby affirms an	nd says that:			a
1.	The undersigned is the			of AMA	f- Kriss W	<u>. </u>
		(job title)	(con	npany name)	
, 2.	The undersigned is duly auth	norized and has f	ull authority to	execute this Qu	uoter's Affidavit.	
3.		cted with or seel	king to contract		f Bloomington to provi City of Bloomington.	de services; OR
4.	By submission of this Quote successful Quoter (Contractonis/her Subcontractors) shal 29 C.F.R. 1926, Subpart P, in United States Department o	or) all trench exc I be accomplishe cluding all subse	avation done w ed in strict adhei	ithin his/her co rence with OSH	ntrol (by his/her own fo A trench safety standa	orces or by rds contained in
5. 6.	The undersigned Quoter cer identical certification from a subcontracts and that he/sh following final acceptance. The Quoter acknowledges the subcontracts are considered to the contract of	ny proposed Sub e will retain such	ocontractors than certifications in	t will perform t n a file for a per	rench excavation prior iod of not less than thr	to award of the ee (3) years
	Amount of Quote Prices are summarized below*:	costs for comply	ing with I.C. 36-	1-12-20. The Q	uoter further identifies	the costs to be
	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost	
A.						
B.						
D.						
				Total	\$	
Method	d of Compliance (Specify)	2				
Date: _	January	, 20 <u>\</u> 9		N. 1) .		
	<u> </u>		<u>DQ</u> V Printed	1 Todge	tt	

STATE OF INDIANA)	
COUNTY OF MARCIE) SS:	
Before me, a Notary Public in a and a definition of any and any 20 18	nd for said County and State, personally appeared and acknowledged the execution of the foregoing this day
My Commission Expires: $\frac{7 \sqrt{08}}{202}$	
County of Residence: M NULL	Signature of Notary Public Christing Snuth SEAL
	Printed Name of Notary Public

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

*Quoters:

Add extra sheet(s), if needed.

ATTACHMENT C

E-VERIFY AFFIDAVIT

STATE OF	INDIANA)	
COUNTY	of Morebe)SS:)	
Т	he undersigned, be	eing duly sworn, hereby aff	irms and says that:
1. T	he undersigned is t	the Member a. (job title)	of ANN-KRISS LLC.
2. T	i. ha	d herein that employs the use contracted with or seeking	(company name) undersigned: ng to contract with the City of Bloomington to provide services; OR act to provide services to the City of Bloomington.
			st of his/her knowledge and belief, the company named herein does as defined at 8 United States Code 1324a(h)(3).
	The undersigned he participates in the E		st of his/her belief, the company named herein is enrolled in and
Signature	عمارا		
Printed Na	Padartt ame		
STATE OF COUNTY C	INDIANA DF_MNW-L))SS:)	
Before me acknowled	e, a Notary Public in dged the execution	and for said County and Stoff the foregoing this \(\bigcup \cap-\cap-\cap-\cap-\cap-\cap-\cap-\cap-	day of January 2018
	"Hum	ARY PUBLISHED BY AREA	Notary Public's Signature Christina Will Printed Name of Natary Public
	THE THE PERSON OF THE PERSON O	SEAL *	Printed Name of Notary Public My Commission Expires: $\frac{7/8 2022}{2000}$ County of Residence: $\frac{2022}{2000}$
	·	Manual DI AN American	

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 perjoint with the penalties of penalties with the penalties of the penalties	ury that the foregoing facts and information are true as $\frac{1}{20}$.	nd correct to the best of
ady or		
	(Name of Organization) By: (Name and Title of Person Signing)	Manual ARY PUBLIC
STATE OF INDIANA		Direction to second
STATE OF INDIANA) SS:	
COUNTY OF MM MAL) 55.	SEAL A
Subscribed and sworn to before me	e this 194 day of onegry, 20 18.	SEAL A
My Commission Expires: 18 20	Notary Public Signature	·mm _{iddhim} .
Resident of Myy County	Christina Shith Printed Name	



ANKRISS SERVICES

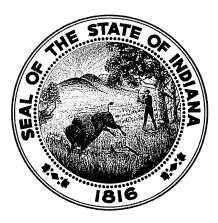
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State of Indiana Office of the Secretary of State

Certificate of Organization of ANN-KRISS LLC

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, January 16, 2018.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, January 17, 2018

Corrie Lauron

CONNIE LAWSON
SECRETARY OF STATE

201801161234236 / 7807430

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

APPROVED AND FILED

CONNIE LAWSON INDIANA SECRETARY OF STATE 01/17/2018 09:43 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID

201801161234236

BUSINESS TYPE

Domestic Limited Liability Company

BUSINESS NAME

ANN-KRISS LLC

PRINCIPAL OFFICE ADDRESS

736 S Morton St, Bloomington, IN, 47403, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

NAME

INTEGRITY TAX GROUP OF BLOOMINGTON LLC

ADDRESS

5227 West State Rd 46, Blmgtn, IN, 47404, USA

SERVICE OF PROCESS EMAIL

meggan@stadlertax.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted and is publicly viewable.

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION

Perpetual

EFFECTIVE DATE

01/16/2018

EFFECTIVE TIME

02:48PM

ARTICLE IV - PRINCIPAL(S)

TITLE

Member

NAME

Daved Padgett

ADDRESS

3345 E Mt Ebal , Bloomington, IN, 47401, USA

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S)

No

IS THE LLC A SINGLE MEMBER LLC?

Yes

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
01/17/2018 09:43 AM

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT. \cdot

THE UNDERSIGNED, DESIRING TO FORM A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY January 16, 2018.

SIGNATURE

David Padgett

TITLE

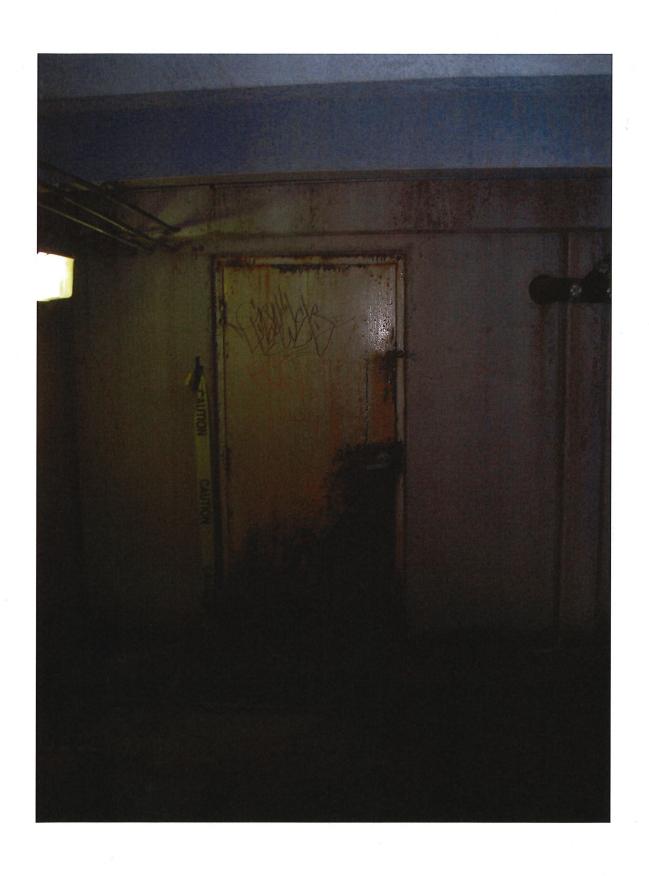
Member

Business ID: 201801161234236

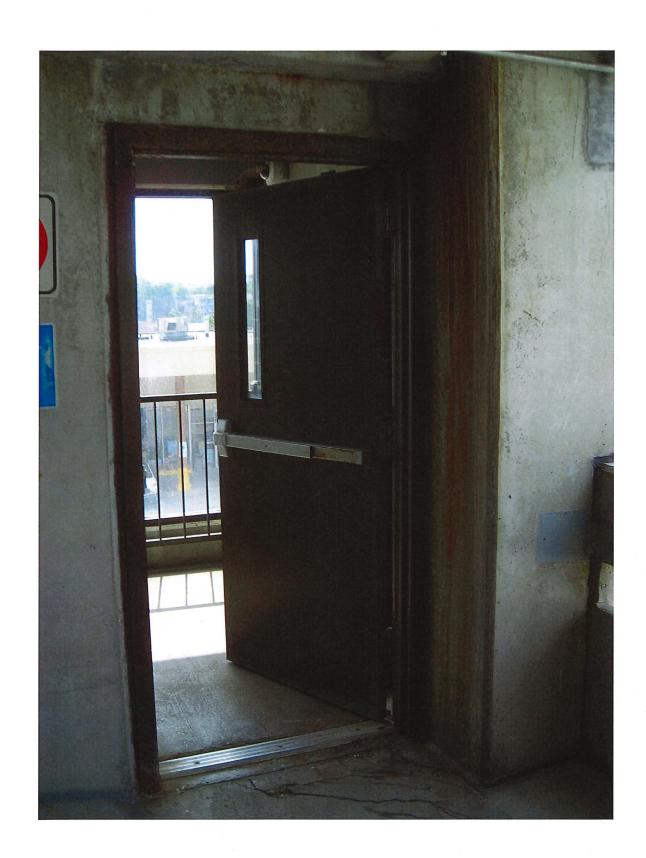
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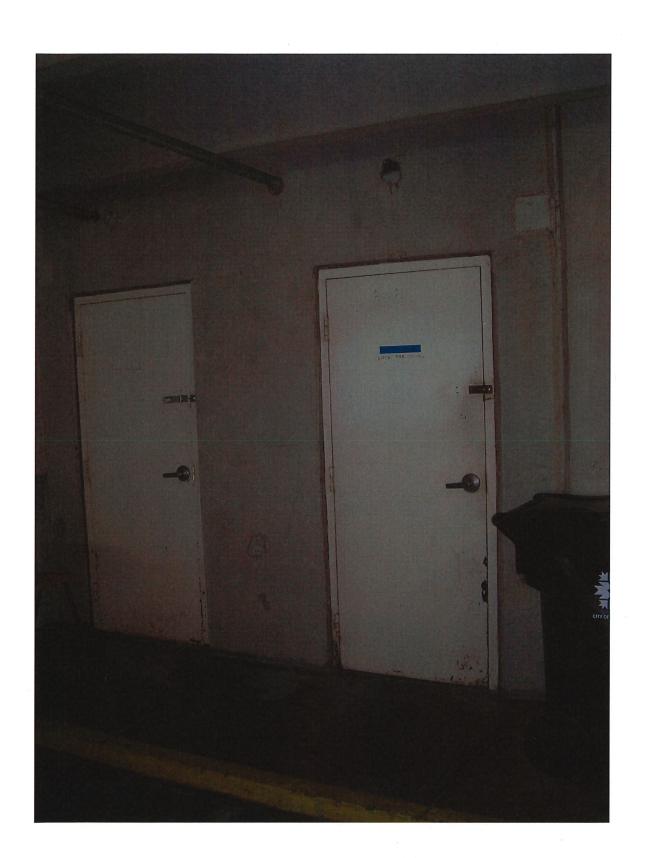


Board of Public Works Staff Report











Board of Public Works Staff Report

•	
Project/Event:	4 th Street Garage Emergency Repair of Stairwell
Petitioner/Representative:	Public Works , Ryan Daily
Staff Representative:	Ryan Daily
Date:	02.28.18, 2018
Report: Emergency repairs were needed at the 4 th Street Garage South East Stairwell. 10 stair pans and concrete surfaces were rusted and damaged and in need of immediate attention. Total cost to repair = \$8,355.16	
Funding Source will be: 452.26.260000.53650	
• Recommend ⊠ Approval □	Denial by: Ryan Daily



AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS LLC

FOR

EMERGENCY REPAIR OF 4TH STREET PARKING GARAGE SOUTHEAST STAIRWELL

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid 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 Bidder for said project.

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

ARTICLE 1. TERM

<u>1.01</u> 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 fourteen (14) calendar days after the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.
- **2.02** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.
- **2.03** CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

- **3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.
- <u>3.02</u> Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed <u>Eight Thousand Three Hundred Fifty-Five Dollars and Sixteen Cents (\$8,355.16)</u>. 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.

- <u>3.03</u> 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.
- <u>3.04</u> 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.
- <u>3.06</u> <u>Engineer</u> 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, 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 ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. 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.
- 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.

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 <u>Default:</u> 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 Bid Documents.
- 4. The Invitation to Bidders.
- 5. The Instructions to Bidders.
- 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 and Payment Bonds.
- 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:

Coverag	<u>ge</u>	<u>Limits</u>
A.	Worker's Compensation & Disability	Statutory Requirements
В.	Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$100,000 each accident \$500,000 policy limit \$100,000 each employee
contrac	Commercial General Liability (Occurrence Basis) njury, personal injury, property damage, tual liability, products-completed operations, I Aggregate Limit (other than Products/Completed ons)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D. owned,	Comprehensive Auto Liability (single limit, 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
be more	The Deductible on the Umbrella Liability shall not e 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.
- <u>S.06</u> <u>Necessary Documentation</u> 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 Director of Public Works and are not subject to arbitration.
- <u>5.10</u> <u>Safety</u>. 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.

5.11 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 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** 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.
- <u>5.13</u> <u>Payment of Subcontractors</u> 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.
- <u>5.14</u> <u>Written Notice</u> Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY: TO CONTRACTOR:

City of Bloomington, Public Works Dept.	Ann-Kriss LLC
Attn: Ryan Daily	Attn: David Padgett
P.O. Box 100	736 S. Morton St.
Bloomington, Indiana 47402	Bloomington, Indiana 47403

- <u>5.15</u> <u>Severability and Waiver</u> 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.
- <u>5.16</u> <u>Notice to Proceed</u> 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 five (5) 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 five (5) 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 B, 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 C 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	Ann-Kriss LLC			
BY:	BY:			
Kyla Cox Deckard, President	Contractor Representative			
Kelly M. Boatman, Vice President	Printed Name			
Dana Palazzo, Secretary	Title of Contractor Representative			
John Hamilton, Mayor of Bloomington				

ATTACHMENT A

"SCOPE OF WORK"

EMERGENCY REPAIR OF 4TH ST PARKING GARAGE SOUTHEAST STAIRWELL

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

Metal Work:

- 1. Repair 10 steps (metal work) in 10 steps in the south east tower
- 2. Repair area where risers cement to landings

Repair Steps:

- 1. Remove loose concrete from steps
- 2. Spray steps & prime
- 3. Install new concrete in steps & finish

ATTACHMENT B

"E-VERIFY AFFIDAVIT"

STATE C	OF INDIANA)		
COUNT	Y OF)SS:)		
	The undersigned, being	duly sworn, hereby affirm	ns and says that:	
1.	The undersigned is the _	of	(company name)	
		a. (job title)	(company name)	
2.		ntracted with or seeking	dersigned: to contract with the City of Bloomington to provide services; OR to provide services to the City of Bloomington.	
3.			of his/her knowledge and belief, the company named herein does defined at 8 United States Code 1324a(h)(3).	S
4.	The undersigned herby participates in the E-veri		of his/her belief, the company named herein is enrolled in and	ł
Signatu	re			
Printed	Name			
STATE C	DF INDIANA))SS:		
COUNT	Y OF)		
Before i	me, a Notary Public in and	for said County and Stat	e, personally appeared and	
acknow	ledged the execution of tl	ne foregoing this d	ay of	
			Notary Public's Signature	
			Printed Name of Notary Public	
			My Commission Expires:	
			County of Residence:	

ATTACHMENT C

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 pemy knowledge and belief.	nalties of perjury tha	t the foregoing facts	and information are	true and correct to the best of
Dated this	day of	, 20		
		e of Organization)		
	Ву:			
	(Name	e and Title of Person	Signing)	
STATE OF INDIANA)) SS:			
COUNTY OF)			
Subscribed and swor	n to before me this _	day of	, 20	_·
My Commission Expires:				
		Notary Public Sign	lature	
Resident ofC	County			
		Printed Name		

City of Bloomington Emergency Purchase Justification Form

Emergency Purchase is a purchase which has been determined by the Department Head, and approved by the Controller, to be an emergency, and would cause immediate danger to health, safety or welfare, or other substantial loss to the City if not procured. This is a Special Purchasing Method as established by Indiana State Code 5-22-10, and does not require formal quotes, bids, or proposals.

PURCHASE INFORMATION

1. State the reason for the emergency purchase by explaining what the emergency is and what caused the emergency situation:

The 4th Street Stairwell stair pans (metal) have rusted basins. The concrete is now broken and fractured. Consequently, the concrete on 14 steps are in need of immediate repair at the 4th Street garage.

The stair pan at the Walnut Street garage has rusted. The concrete is bent and beginning to buckle.

2. State the facts that lead to the conclusion that financial or operational damage or risk of damage will occur if needs are not satisfied immediately (do not simply say that there will be damage or risk of damage):

Gary Connor from risk stated on 2.14 after inspecting the area: I inspected the stairways at the 4th st and walnut garages. The stairways and some entrances currently pose immediate and serious trip hazards, mostly at the 4th street location. The concrete material is broken up in many locations which increase the potential to trip. The supporting metal frames are corroded in places and need repair or replacement. Walnut concrete material looks more durable; the metal frames are pushed out creating a gap that also presents a trip hazard. We could have incidents today that may result in claims against the city.

3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:

The stairwell pans have been subject to weathering conditions during the winter season. Freezing & thaw have taken place on the concrete and on the metal pans, increasing the deterioration rate of the condition of the stair pans. Pedestrian traffic has also played a factor in the further deterioration of the area. Plans, were, in fact, to repair and replace these stairs within the next month, (during warmer weather conditions) however, weathering caused deterioration faster then anticipated.

4. State the reason and process used for selecting the vendor (Attach all quotes/proposals received from other sources, if applicable:

The vendor was contacted to give a quote on the repair of these stairs on the 6th of February in anticipation of the overall repair project. Conditions on the stairwells have degraded significantly due to traffic and weather.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

Print/Type Name

Print/Type Title

Department

2.11.17

Department Head Signature

Department

Amount: 8,355.16

Approved by: Date

Date

Department

Budget Line: 452-24-240000-53650

Date: 21.4/18

H. Underwood - Controller

4/2017

ANN-KRISS LLC 736 S. Morton Bloomington, Indiana 47403 812-361-7620 WORK PERFORMED AT: davedpadgett@yahoo.com DATE YOUR WORK ORDER NO. OUR BID NO. DESCRIPTION OF WORK PERFORMED

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the

	—Proposal—	Page #of	pages
ANNI-KRISS LLC. 7365. Morton	- ',		•
Bloomington IN.			
PROPOSAL SURMITTED TO:	JOB NAME	JoB#	
PROPOSAL SUBMITTED TO: ADDRESS 4 # 5+ Course	JOB LOCATION		
1	DATE	DATE OF PLANS	
PHONE# PARTY TA.		ARCHITECT	
He hereby submit specifications and estimates for:			
Repair Steps:			
1.) Remove loose		7	
•		Sleps	
21 Spray step u	•		
3) clusted new	Concrete in 3	top, finish	
12 steps E(\$ 3,46	8.00	
* Does Not me	luck any was	X to metal	
14 addittional	,	1,046.00	
Be propose hereby to furnish material and labor – complete in	accordance with the above specifications	for the sum of	
\$		or the sum of.	Dollars
with payments to be made as follows:			
Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.	Respectfully submitted ———————————————————————————————————	y be withdrawn by us if not accepted within	days,
Ace	ceptance of Proposal		
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.	~ u ~		
Date of Acceptance	Signature		
N-NC3819 / T-3850 09-11			



Julie Martindale <martindj@bloomington.in.gov>

Fwd: Stairways at 4th and Walnut Garages

1 message

Ryan Daily <dailyr@bloomington.in.gov>

Wed, Feb 14, 2018 at 4:15 PM

To: Jeffrey Underwood <underwoj@bloomington.in.gov>, Julie Martindale <martindj@bloomington.in.gov>

The funding source will be: 452.26.260000.53650: Other repairs

----- Forwarded message -----

From: Gary Connor <connorg@bloomington.in.gov>

Date: Wed, Feb 14, 2018 at 1:57 PM

Subject: Stairways at 4th and Walnut Garages To: Ryan Daily <dailyr@bloomington.in.gov>

Ryan,

I inspected the stairways at the 4th st and walnut garages. The stairways and some entrances currently pose immediate and serious trip hazards, mostly at the 4th street location. The concrete material is broken up in many locations which increase the potential to trip. The supporting metal frames are corroded in places and need repair or replacement. Walnut concrete material looks more durable; the metal frames are pushed out creating a gap that also presents a trip hazard. We could have incidents today that may result in claims against the city.

Options would be to a) use administrative controls (plenty of signage) and caution to use elevator or b) take it out of service and make some repairs [caution - if that material is not > 5 years old use a more robust mix.

Gary R. Connor, P.E. Risk Manager City Of Bloomington, Indiana



Board of Public Works Staff Report

Project/Event: Conduit Run for Locution Alert system at Fire Station #1 (HQ)

Petitioner/Representative: Public Works Department, Facilities Division

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

Meeting Date: March 6, 2018

The installation of the Locution Alert system in Fire Station #1 requires a conduit from the control cabinet, mounted in the basement, to a location in the sleeping quarters on the 3rd floor of the station. This will be a 3 inch conduit into which all the low voltage signal wires will be pulled into.

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

Company	Amount
Cassady Electrical Contractors, Inc.	\$ 4,650.00
Woods Electrical Contractors, Inc.	\$ 6,995.00
ElectricPlus	\$ 9,250.00

Staff recommends awarding contract to Cassady Electrical Contractors, Inc. They were they the lowest bidder. They also perform the majority of Electrical service work for the Public Works Department and staff is confident of them completing the project in a satisfactory manner.

Respectfully submitted,

J. D. Boruff

Operations and Facilities Director

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

CASSADY ELECTRICAL CONTRACTORS, INC.

FOR

INSTALLING CONDUIT FOR LOCUTION ALERT SYSTEM AT FIRE STATION HEADQUARTERS

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Cassady Electrical Contractors, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid 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 Bidder for said project.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

- **2.01** CONTRACTOR shall complete all work required under this Agreement within 30 calendar days after the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.
- 2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.
- 2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

- **3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.
- <u>3.02</u> Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed <u>Four thousand six hundred fifty dollars (\$4,650.00)</u>. 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.

- <u>3.03</u> 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.
- <u>3.04</u> 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.
- <u>3.06</u> <u>Engineer</u> 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, 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 ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. 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.
- 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.

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 <u>Default:</u> 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.
- 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 Bid Documents.
- 4. The Invitation to Bidders.
- 5. The Instructions to Bidders.
- 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 and Payment Bonds.
- 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:

Coverag	<u>e</u>	<u>Limits</u>
A.	Worker's Compensation & Disability	Statutory Requirements
В.	Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$100,000 each accident \$500,000 policy limit \$100,000 each employee
contract	Commercial General Liability (Occurrence Basis) njury, personal injury, property damage, tual liability, products-completed operations, Aggregate Limit (other than Products/Completed ons)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D. owned,	Comprehensive Auto Liability (single limit, 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

\$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.
- <u>S.06</u> <u>Necessary Documentation</u> 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.
- <u>Applicable Laws</u> 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 Director of Public Works and are not subject to arbitration.
- <u>5.10</u> <u>Safety</u>. 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.

5.11 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 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** 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.
- <u>5.13</u> <u>Payment of Subcontractors</u> 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.
- <u>5.14</u> <u>Written Notice</u> Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY: TO CONTRACTOR:

City of Bloomington, Public Works Dept.	Cassady Electrical Contractors, Inc.
Attn: J. D. Boruff	Attn: Mae Cassady
P.O. Box 100	P.O. Box 53
Bloomington, Indiana 47402	Ellettsville, Indiana 47429

- <u>5.15</u> <u>Severability and Waiver</u> 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 five (5) 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 five (5) 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 B, 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 C 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	Cassady Electrical Contractors, Inc.			
BY:	BY:			
Kyla Cox Deckard, President	Contractor Representative			
Kelly M. Boatman, Vice President	Printed Name			
Dana Palazzo, Secretary	Title of Contractor Representative			
John Hamilton, Mayor of Bloomington				

ATTACHMENT A

"SCOPE OF WORK"

INSTALLING CONDUIT FOR LOCUTION ALERT SYSTEM AT FIRE STATION HEADQUARTERS

This project shall include, but is not limited to the following SCOPE OF WORK. Cassady Electrical Contractors, Inc. shall:

- 1. Run conduit & pull wire for two 20 amp receptacles in basement electrical room. Receptacle will be mounted next to server rack and be fed from generator back-up panel.
- 2. Run a three inch (3") EMT conduit from basement electrical room to attic space above sleeping quarters.
- 3. A pull string shall be installed between each junction box.

ATTACHMENT B

"E-VERIFY AFFIDAVIT"

STATE	OF INDIANA)			
)SS:			
COUNT	TY OF	_)			
	The undersigned,	being duly sworn, hereb	y affirms and sa	ys that:	
1.	The undersigned is	s the	of	(company name)	
2.		ed herein that employs	_	l: ct with the City of Bloomingtor	a to provide convices: OP
			_	de services to the City of Bloom	
3.	_			knowledge and belief, the col at 8 United States Code 1324a	
4.	The undersigned participates in the		e best of his/h	er belief, the company named	herein is enrolled in and
	p p	- 71-0			
Signatu	ure		-		
	 d Name		-		
Timeco	rvanie				
STATE	OF INDIANA)			
)SS:			
COUNT	ΓY OF	_)			
- 6			100		
		in and for said County a on of the foregoing this _			and _·
			Nota	ry Public's Signature	
			 Print	ed Name of Notary Public	
			Му	ommission Expires:	
			Cour	ty of Residence:	

ATTACHMENT C

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 perjmy knowledge and belief.	ury that the foregoing facts and information are true and correct to the best of
Dated this day of	, 20
	(Name of Organization)
	Ву:
	(Name and Title of Person Signing)
STATE OF INDIANA)
COUNTY OF) SS:)
	e this day of, 20
My Commission Expires:	
	Notary Public Signature
Resident ofCounty	Printed Name
	i ilitea ivallie



Board of Public Works Staff Report

Project/Event: Replacement of Lift Station Equipment at Fire Station #1

Petitioner/Representative: Public Works Department, Facilities Division

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

Meeting Date: March 6, 2018

This project is to install new sewage lift station pumps and rails at Fire Station #1. The existing rail system has deteriorated and is beyond repair. One existing pump is not operational and the remaining pump is in imminent danger of failing.

The project will include pumping lift station pit, removal of existing rail system and pumps, installation of new rail system, installation of two new pumps, and installation of new lid for pit.

Quotes were requested from HFI, Inc., Roto-Rooter, and R & S Plumbing. Roto-Rooter and R & S plumbing declined to submit a bid.

CompanyAmountHFI, Inc.\$ 14,250.00Roto-RooterNo BidR & S PlumbingNo Bid

Staff recommends awarding contract to HFI, Inc. They were the only responsive bidder. They also perform the majority of plumbing service for the Public Works Department, and staff is confident of them completing the project in a satisfactory manner.

Respectfully submitted,

J. D. Boruff

Operations and Facilities Director

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

HARRELL-FISH, INC.

FOR

FIRE STATION #1 (HEADQUARTERS) SANITARY SEWER LIFT STATION REPLACEMENT

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid 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 Bidder for said project.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

- **2.01** CONTRACTOR shall complete all work required under this Agreement within ninety (90) calendar days after the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.
- **2.02** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.
- **2.03** CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

- **3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.
- <u>3.02</u> Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to <u>exceed Fourteen thousand two hundred fifty dollars (\$14,250.00)</u>. 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.

- <u>3.03</u> 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.
- <u>3.04</u> 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.
- <u>3.06</u> <u>Engineer</u> 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, 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 ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. 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.
- 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.

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 <u>Default:</u> 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 Bid Documents.
- 4. The Invitation to Bidders.
- 5. The Instructions to Bidders.
- 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 and Payment Bonds.
- 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
В.	Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$100,000 each accident \$500,000 policy limit \$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)		\$1,000,000 per occurrence and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D. owned,	Comprehensive Auto Liability (single limit, 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.
- <u>S.06</u> <u>Necessary Documentation</u> 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 Director of Public Works and are not subject to arbitration.
- <u>5.10</u> <u>Safety</u>. 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.

5.11 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 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** 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.
- <u>5.13</u> <u>Payment of Subcontractors</u> 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.
- <u>5.14</u> <u>Written Notice</u> Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY: TO CONTRACTOR:

City of Bloomington, Public Works Dept.	Harrell-Fish, Inc.
Attn: J. D. Boruff	Attn: Aaron Wagoner
P.O. Box 100	P.O. Box 1998
Bloomington, Indiana 47402	Bloomington, Indiana 47402-1998

- <u>5.15</u> <u>Severability and Waiver</u> 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 five (5) 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 five (5) 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 B, 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 C and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties of this Agreemen	t have hereunto set their hands.	
DATE:		
City of Bloomington Bloomington Board of Public Works	Harrell-Fish, Inc.	
BY:	BY:	
Kyla Cox Deckard, President	Contractor Representative	
Kelly M. Boatman, Vice President	Printed Name	
Dana Palazzo, Secretary	Title of Contractor Representative	
John Hamilton, Mayor of Bloomington		

ATTACHMENT A

"SCOPE OF WORK"

FIRE STATION #1 (HEADQUARTERS) SANITARY SEWER LIFT STATION REPLACEMENT

This project shall include, but is not limited to, the following SCOPE OF WORK. Harrell-Fish, Inc. shall provide all necessary labor and material to complete the following:

Inclusions:

- Seal off all piping coming in and going out of the existing lift station.
- Pump out lift station tank.
- Remove and dispose of the existing lift station pumps, piping, rails, chains and other associated material. The only material that will be reused will be the tank and the rail mounts in the bottom of the tank.
- Furnish and install new pump guide rails.
- Furnish and install two (2) new 2 horsepower lift station pumps.
- Furnish and install one (1) new steel cover lid.
- Furnish and install all necessary wiring between new pumps and control panel.
- Startup.

Exclusions:

- Control panel repairs.
- Piping repairs outside of lift station.
- Overtime/Shift work.
- Sales Tax.

ATTACHMENT B

"E-VERIFY AFFIDAVIT"

STATE C	OF INDIANA))SS:	
COUNT	Y OF)	
	The undersigned, being	g duly sworn, hereby aff	firms and says that:
1.	The undersigned is the	·	_ of (company name)
2.	The company named h	nerein that employs the ucontracted with or seeking	
3.	_		est of his/her knowledge and belief, the company named herein does " as defined at 8 United States Code 1324a(h)(3).
4.	The undersigned herb participates in the E-ve	-	est of his/her belief, the company named herein is enrolled in and
 Signatu	re		
Printed	Name		
	DF INDIANA))SS:	
COUNT	Y OF)	
			State, personally appeared and and day of
			Notary Public's Signature
			Printed Name of Notary Public
			My Commission Expires:
			County of Residence:

ATTACHMENT C

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 p my knowledge and belief.	enalties of per	jury that	the foregoing fac	cts and inform	nation are tru	ie and correct t	o the best of
Dated this	day of		, 20				
			of Organization)			_	
		Ву:				-	
		(Name	and Title of Perso	on Signing)		_	
STATE OF INDIANA)) SS:					
COUNTY OF)					
Subscribed and swo	orn to before m	ne this	day of		, 20		
My Commission Expires:			Notary Public S			-	
Resident of	County					_	
			Printed Name				



Board of Public Works Staff Report

•		
Project/Event:	Sidewalk Repair and Maintenance Program	
Petitioner/Representative:	Department of Public Works	
Staff Representative:	Adam Wason, Director	
Date: March 6, 2018		
•	Bloomington Municipal Code § 12.04.010, e for keeping the sidewalks adjacent to their	
be notified in writing that the sid	and Maintenance Program, property owners will ewalk adjacent to their property is in need of portion of the costs to these property owners, the II be waived.	
•	prove Resolution 2018-14 to waive the ty owners through the Sidewalk Repair and	
Recommend	Denial by: Adam Wason	

BOARD OF PUBLIC WORKS RESOLUTION 2018-13

Sidewalk Repair and Maintenance Program

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

WHEREAS, the City of Bloomington has sidewalks located throughout the City, and the Board believes these sidewalks should enhance the City's beauty and the quality of life for its citizens and visitors; and

WHEREAS, inspections are regularly done which evaluate and assess the City sidewalks in residential areas; and

WHEREAS, the City is renewing a Sidewalk Repair and Maintenance Program for the repair or replacement of damaged sidewalks in residential areas; and

WHEREAS, a number of approved contractors have agreed to assist home owners with the repair or replacement of the sidewalk adjacent to their home; and

WHEREAS, the excavation permit fee contained in Bloomington Municipal Code 12.08.040 shall be waived for work performed under the Sidewalk Repair and Maintenance Program in residential neighborhoods;

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington Board of Public Works that:

- 1. The City is renewing a Sidewalk Repair and Maintenance Program in residential areas for the repair of the sidewalk adjacent to a home owner's property.
- 2. A list of approved contractors who may assist home owners with this repair is attached hereto as Exhibit A.
- 3. The excavation permit fee in BMC 12.08.040 shall be waived for repairs performed under this Program.

ADOPTED THISDAY OF	, 2018.
BOARD OF PUBLIC WORKS:	
Kyla Cox Deckard, President	
Kelly M. Boatman, Vice President	
Dana Palazzo, Secretary	

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Approved Concrete Contractors

Contractor	Address Line 1	Address Line 2	Phone
Brad Gilliland Excavating	2825 E. Mel Currie Rd	Bloomington, IN 47408	812-335-9544
Brewer's Concrete	1077 Forest View Dr South	Ellettsville, IN 47429	812-345-4852
Clarks Concrete	3501 W. Farington Dr	Bloomington, IN 47403	812-345-2070
		,	
Kendall Concrete	117 W. Hillside Dr	Bloomington, IN 47403	812-336-4368
MJS Enterprises, LLC	3210 S. Bradshire Ct	Bloomington, IN 47401	812-320-0392
Thomas Trucking & Excavation		Bloomington, IN 47401	812-929-0105
Walnut Builders, LLC	1111 N. Walnut St	Bloomington, IN 47404	812-964-9074
West Concrete	1264 W. Countryside Dr	Bloomington, IN 47404	812-327-7941



Vendor	Invoice Description	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)			
Department 01 - Animal Shelter			
Program 010000 - Main			
Account 43430 - Animal Adoption Fees			
Alexa Kaufman	01-refund adoption fee-canine	03/09/2018	75.00
Brooke Peckenpaugh	01-refund adoption fee canine/feline	03/09/2018	75.00
	Account 43430 - Animal Adoption Fees Totals	2	\$150.00
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	01-pop-up notes, time cards	03/09/2018	34.89
	Account 52110 - Office Supplies Totals	1	\$34.89
Account 52210 - Institutional Supplies			
4623 - Bayer Corporation	01-antibiotics-Claro Otic Solution 10ct	03/09/2018	137.90
4136 - C. Specialties, INC	01-350 pet carriers	03/09/2018	742.65
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline food-2/16/18	03/09/2018	211.44
4574 - John Deere Financial (Rural King)	01-bleach-18 1 gallon jugs-1/13/18	03/09/2018	21.42
4574 - John Deere Financial (Rural King)	01-24 1 gallon jugs-1/24/18	03/09/2018	28.56
4574 - John Deere Financial (Rural King)	01-farm hose-1/25/18	03/09/2018	28.98
4574 - John Deere Financial (Rural King)	01-litter-25 40lb pellett bedding-1/30/18	03/09/2018	137.25
4633 - Midwest Veterinary Supply, INC	01-antibiotics-Doxycycline, Azithromycin, Meloxidyl-	03/09/2018	254.54
4633 - Midwest Veterinary Supply, INC	01-antibiotics-Carprofen, Terramycin-2/19/18	03/09/2018	237.01
4633 - Midwest Veterinary Supply, INC	01-refund-Inv. #8878902-000	03/09/2018	(197.82)
4633 - Midwest Veterinary Supply, INC	01-refund-Inv. #8878902-050	03/09/2018	(204.70)
4137 - Patterson Veterinary Supply, INC	01-tourniquet large black	03/09/2018	7.70
	Account 52210 - Institutional Supplies Totals	12	\$1,404.93
Account 52310 - Building Materials and Supplies			
205 - City Of Bloomington	01-PC Reimb-J & S Locksmith-3 keys made-	03/09/2018	8.03
394 - Kleindorfer Hardware & Variety	01-key ring, wrist coil key ring	03/09/2018	2.48
394 - Kleindorfer Hardware & Variety	01-2 keys	03/09/2018	4.00
	Account 52310 - Building Materials and Supplies Totals	3	\$14.51
Account 52410 - Books			



Vendor	Invoice Description	Payment Date	Invoice Amount
5819 - Synchrony Bank	01-book, hearing protection, rain poncho	03/09/2018	30.00
	Account 52410 - Books Totals	1	\$30.00
Account 52420 - Other Supplies			
50972 - CDW, LLC	01-cradles for laptops for the ACOS	03/09/2018	3,336.33
9523 - Freedom Business Solutions, LLC	01-toner-compatible HP LJ 2300 (6K) w/chip	03/09/2018	64.95
	Account 52420 - Other Supplies Totals	2	\$3,401.28
Account 52430 - Uniforms and Tools			
4832 - Animal Care Equipment & Services, LLC	01-ACO supplies-ketch-all ext. pole, blowpipe	03/09/2018	1,246.49
	Account 52430 - Uniforms and Tools Totals	1	\$1,246.49
Account 53130 - Medical			
50350 - Arlington Heights Veterinary Hospital, INC	01-emergency visit-11/1/17	03/09/2018	45.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-2/1-2/15/18	03/09/2018	1,440.00
54639 - Shake Veterinary Services, INC (Town &	01-spay/neuter surgeries-2/8/18	03/09/2018	126.60
54639 - Shake Veterinary Services, INC (Town &	01-spay/neuter surgeries, x-rays-12/21 &	03/09/2018	518.55
54639 - Shake Veterinary Services, INC (Town &	01-spay/neuter surgery-2/6/18	03/09/2018	247.00
54639 - Shake Veterinary Services, INC (Town &	01-x-rays-2/5/18	03/09/2018	91.00
	Account 53130 - Medical Totals	6	\$2,468.15
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 1/12-2/11/18	03/09/2018	120.93
	Account 53210 - Telephone Totals	1	\$120.93
Account 53220 - Postage			
205 - City Of Bloomington	01-PC Reimb-Blgtn Post Office-certified mail-	03/09/2018	3.95
205 - City Of Bloomington	01-PC reimbClear Creek Post Office-certified mail-	03/09/2018	6.70
4487 - PMB East, INC (PakMail)	01-BOH shipping charges-2/13/18	03/09/2018	18.36
	Account 53220 - Postage Totals	3	\$29.01
Account 53610 - Building Repairs			
5414 - Harmony Acres, INC (Value Fence Company)	19-ACC-installed new gate, fence repair	03/09/2018	865.00
	Account 53610 - Building Repairs Totals	1	\$865.00
Account 53650 - Other Repairs			
5900 - VET Environmental Engineering, LLC	19-ACC-mold testing and remediation over office BC 2018-10	03/09/2018	1,922.34



Board of Public Works Claim Register Invoice Date Range 02/27/18 - 03/09/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 53650 - Other Repairs Totals	1	\$1,922.34
	Program 010000 - Main Totals	34	\$11,687.53
	Department 01 - Animal Shelter Totals	34	\$11,687.53
Department 02 - Public Works			
Program 020000 - Main			
Account 46060 - Other Violations			
Gloria Delgado	14-refund overpayment pkg citation E1701949	03/09/2018	52.00
	Account 46060 - Other Violations Totals	1	\$52.00
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	02-steno books, binders, 2018 calendar	03/09/2018	39.08
	Account 52110 - Office Supplies Totals	1	\$39.08
Account 53990 - Other Services and Charges			
6015 - Big Truck Rental, LLC	02-Rear Loader for Sanitation-1/31-2/27/18	03/09/2018	6,800.00
	Account 53990 - Other Services and Charges Totals	1	\$6,800.00
	Program 020000 - Main Totals	3	\$6,891.08
	Department 02 - Public Works Totals	3	\$6,891.08
Department 03 - City Clerk			
Program 030000 - Main			
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	03-IIMC Membership Dues-N. Bolden	03/09/2018	200.00
	Account 53910 - Dues and Subscriptions Totals	1	\$200.00
	Program 030000 - Main Totals	1	\$200.00
	Department 03 - City Clerk Totals	1	\$200.00
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	04 - Binder, Envelopes, Door hanger, labels	03/09/2018	20.53
5103 - Staples Contract & Commercial, INC	04 - Binder, Envelopes, Door hanger, labels	03/09/2018	11.86
5103 - Staples Contract & Commercial, INC	04 - Binder, Envelopes, Door hanger, labels	03/09/2018	46.00
	Account 52110 - Office Supplies Totals	3	\$78.39



Invoice Date Range 02/27/18 - 03/09/18

Vendor	Invoice Description	Payment Date	Invoice Amount
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	04-Hootsuite-BEAD Website Platform-2/2-3/1/18	03/09/2018	5.99
	Account 53910 - Dues and Subscriptions Totals	1	\$5.99
Account 53970 - Mayor's Promotion of Business			
2002 - Boys & Girls Club Of Bloomington, INC	04 - Lemonade Day sponshrship	03/09/2018	5,000.00
20295 - Humanetrix Foundation, INC	04 - The Combine Sponsorhsip	03/09/2018	5,000.00
	Account 53970 - Mayor's Promotion of Business Totals	2	\$10,000.00
	Program 040000 - Main Totals	6	\$10,084.38
	Department 04 - Economic & Sustainable Dev Totals	6	\$10,084.38
Department 06 - Controller's Office			
Program 060000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	06-Expanding file folders and Banker Box	03/09/2018	26.36
5103 - Staples Contract & Commercial, INC	06-Folders	03/09/2018	2.56
5103 - Staples Contract & Commercial, INC	06-Post it Notes	03/09/2018	5.64
	Account 52110 - Office Supplies Totals	3	\$34.56
Account 52420 - Other Supplies			
5819 - Synchrony Bank	06-Replacement headphones for J McMillian	03/09/2018	31.98
	Account 52420 - Other Supplies Totals	1	\$31.98
Account 53320 - Advertising			
3560 - First Financial Bank / Credit Cards	06-Indeed-Job Emp. Ad January 2018-Director of	03/09/2018	129.49
323 - Hoosier Times, INC	06-Legal Notice for Appendix A notice to taxpayers	03/09/2018	31.10
	Account 53320 - Advertising Totals	2	\$160.59
Account 53990 - Other Services and Charges			
5485 - Woody Warehouse Nursery, INC	18-tulip trees in 3-gallon pots for Bicentennial tree	03/09/2018	2,400.00
	Account 53990 - Other Services and Charges Totals	1	\$2,400.00
	Program 060000 - Main Totals	7	\$2,627.13
	Department 06 - Controller's Office Totals	7	\$2,627.13
Department 09 - CFRD			

Program **090000 - Main**



Account 53160 - Instruction 4823 - NBI, INC (National Business Institute) Account 53160 - Instruction Totals Account 53160 - Instruction Totals 1 Account 53990 - Other Services and Charges 205 - City Of Bloomington 10-Mo Co Recrecording fees S. Rogers prop. 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K Account 53990 - Other Services and Charges Totals 2	ndor	Invoice Description	Payment Date	Invoice Amount
Account 53170 - Mgt. Fee, Consultants, and Workshops 205 - City Of Bloomington 09-2018 MCDVC Spring Conf-Registation fee-S. Account 53170 - Mgt. Fee, Consultants, and Workshops Totals Account 53170 - Mgt. Fee, Consultants, and Workshops Totals Program 090000 - Main Totals Department 09 - CFRD Totals Program 100000 - Main Account 53120 - Special Legal Services 205 - City Of Bloomington 10-Mo Co Recorder-waiver of annexation protest- 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-17/3/18 30 - Ize Miller, LLP 10 - Legal Brown 1.17.18 invoice Garvin Fire Account 53160 - Instruction Account 53160 - Instruction 10 - MBI 4.12.18 Real Estate Wheeler seminar Account 53160 - Instruction 10 - Mo Co Recrecording fees S. Rogers prop. 205 - City Of Bloomington 10-Mo Co Recrecording fees S. Rogers prop. 205 - City Of Bloomington 10 - Mo Co Recrecording Encroachment 210 K 207 - Other Services and Charges 205 - City Of Bloomington 10 - Mo Co Recrecording Encroachment 210 K 207 - Other Services and Charges 205 - City Of Bloomington 10 - Mo Co Recrecording Encroachment 210 K 207 - Other Services and Charges 205 - City Of Bloomington 10 - Mo Co Recrecording Encroachment 210 K 207 - Other Services and Charges Totals 207 - Other Services and Charges Totals 208 - Other Services and Charges Totals 209 - Other Services and Charges Totals 200	count 52420 - Other Supplies			
Account 53170 - Mgt. Fee, Consultants, and Workshops 205 - City Of Bloomington 09-2018 MCDVC Spring Conf-Registation fee-S. Account 53170 - Mgt. Fee, Consultants, and Workshops Totals Program 090000 - Main Totals 2 Department 10 - Legal Program 100000 - Main Account 53120 - Special Legal Services 205 - City Of Bloomington 10-Mo Co Recorder-waiver of annexation protest- 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 300 - Ice Miller, LLP 10 Ice Miller 1502744 re: acquistion of hospital 300 - Ice Miller, LLP 10 Ice Miller 1502744 re: acquistion of hospital 4001 - Sturgeon & Brown P.C. 10 Sturgeon & Brown 1.17.18 invoice Garvin Fire 4223 - NBI, INC (National Business Institute) 10 NBI 4.12.18 Real Estate Wheeler seminar 4225 - City Of Bloomington 10-Mo Co Recrecording fees S. Rogers prop. 205 - City Of Bloomington 10-Mo Co Recrecording fees S. Rogers prop. 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K Account 53990 - Other Services and Charges 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K Account 53990 - Other Services and Charges Totals 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K Account 53990 - Other Services and Charges Totals 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K Account 53990 - Other Services and Charges Totals 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K Account 53990 - Other Services and Charges Totals 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K Account 53990 - Other Services and Charges Totals 205 - City Of Bloomington 205 - City Of Bloomington 205 - City Of Bloomington 207/9018 207/9018 207/9018 208/9018 209/9018 209/9018 2007/9018 20	19 - Synchrony Bank	09-adjustable keyboard stand for S. Owens	03/09/2018	79.99
205 - City Of Bloomington 09-2018 MCDVC Spring Conf-Registation fee-S. Account 53170 - Mgt. Fee, Consultants, and Workshops Totals 1 Program 090000 - Main Totals 2 Department 10 - Legal Program 100000 - Main Totals 2 Department 10 - Legal Program 100000 - Main Account 53120 - Special Legal Services 205 - City Of Bloomington 10-Mo Co Recorder-waiver of annexation protest-205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 10-Mo Co Recorder-recording waivers-1/3/18 20-Special Legal Services Totals 2 Account 53160 - Instruction 4823 - NBI, INC (National Business Institute) 10 NBI 4.12.18 Real Estate Wheeler seminar 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording fees S. Rogers prop. 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomi		Account 52420 - Other Supplies Totals	1	\$79.99
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals Program 090000 - Main Totals 2 Department 10 - Legal Program 100000 - Main Totals 2 Department 10 - Legal Program 100000 - Main Account 53120 - Special Legal Services 205 - City Of Bloomington 10-Mo Co Recorder-waiver of annexation protest- 03/09/2018 03/09/2018 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 03/09/2018 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 03/09/2018 206 - City Of Bloomington 10 - Mo Co Recorder-recording waivers-1/3/18 03/09/2018 03/	count 53170 - Mgt. Fee, Consultants, and Wo	rkshops		
Program 090000 - Main Totals 2 Department 09 - CFRD Totals 2 Department 10 - Legal	5 - City Of Bloomington	09-2018 MCDVC Spring Conf-Registation fee-S.	03/09/2018	25.00
Department 10 - Legal Program 100000 - Main Account 53120 - Special Legal Services 205 - City Of Bloomington 10-Mo Co Recorder-waiver of annexation protest- 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 20 Sale Count 53160 - Instruction Totals 1 205 - City Of Bloomington 10-Mo Co Recrecording fees S. Rogers prop. 03/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 206 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 207 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 207 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 207 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 207 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 203/09/2018 207 -		Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1	\$25.00
Department 10 - Legal Program 100000 - Main Account 53120 - Special Legal Services 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 305 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 307 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 307 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 307 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 307 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 307 - City Of Bloomington 10-Mo Co Recorder-recording fees S. Rogers prop. 03/09/2018 Account 53160 - Instruction 10-Mo Co Recorder-recording fees S. Rogers prop. 03/09/2018 Account 53990 - Other Services and Charges 205 - City Of Bloomington 10-Mo Co Recorder-recording Encroachment 210 K Account 53990 - Other Services and Charges 10-Mo Co Recorder-recording Encroachment 210 K Account 53990 - Other Services and Charges 10-Mo Co Recorder-recording Encroachment 210 K Account 53990 - Other Services and Charges 10-Mo Co Recorder-recording Encroachment 210 K Account 53990 - Other Services and Charges 10-Mo Co Recorder-recording Encroachment 210 K Account 53990 - Other Services and Charges 10-Mo Co Recorder-recording Encroachment 210 K Account 53990 - Other Services and Charges 10-Mo Co Recorder-recording Encroachment 210 K Account 53990 - Other Services and Charges 10-Mo Co Recorder-recording Encroachment 210 K Account 53990 - Other Services and Charges 10-Mo Co Recorder-recording Encroachment 210 K Account 53990 - Other Services 200 - Other Services 2		Program 090000 - Main Totals	2	\$104.99
Program 100000 - Main Account 53120 - Special Legal Services 205 - City Of Bloomington 10-Mo Co Recorder-waiver of annexation protest- 03/09/2018 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 205 - City Of Bloomington 10 toe Miller 1502744 re: acquisition of hospital 03/09/2018 206 - City Of Bloomington 207 - Special Legal Services Totals 207 - City Of Bloomington 207 - City Of Blo		Department 09 - CFRD Totals	2	\$104.99
Account 53120 - Special Legal Services 205 - City Of Bloomington 10-Mo Co Recorder-waiver of annexation protest- 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 205 - City Of Bloomington 206 - City Of Bloomington 207/9/2018 207 - Sturgeon & Brown P.C. 208 - City Of Bloomington 209 - Other Services and Charges 209 - City Of Bloomington 200 - City Of Bloomington 200 - City Of Bloomington 201 - Mo Co Recrecording fees S. Rogers prop. 202 - City Of Bloomington 203 - City Of Bloomington 203 - City Of Bloomington 205 - City Of Bloomington 206 - City Of Bloomington 207 - Other Services and Charges 208 - City Of Bloomington 209 - Other Services and Charges Totals 209 - Other Services and Charges Totals 209 - Other Services and Charges Totals 209 - City Of Bloomington 200 - Human Rights 200 - City Of Bloomington 201 - Mo Co Recrecording Encroachment 210 K 202 - Postage 205 - City Of Bloomington 207 - Other Services and Charges Totals 208 - City Of Bloomington 209 - Other Services and Charges Totals 209 - Other Services and Charges Totals 209 - Other Services and Charges Totals 200 - City Of Bloomington 200 - Human Rights 201 - City Of Bloomington 201 - Mo Co Rec recording Encroachment 201 K 202 - Postage 203 - City Of Bloomington 204 - City Of Bloomington 205 - City Of Bloomington 207 - Other Services and Charges Totals 207 - Other Services and Charges Totals 208 - City Of Bloomington 208 - City Of Bloomington 209 - Other Services and Charges Totals 209 - Other Services Account 53990 - Other Services Account 53990 - Other Services	partment 10 - Legal			
205 - City Of Bloomington 10-Mo Co Recorder-waiver of annexation protest- 205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 330 - Ice Miller, LLP 10 Ice Miller 1502744 re: acquistion of hospital 330 - Sturgeon & Brown P.C. 10 Sturgeon & Brown 1.17.18 invoice Garvin Fire Account 53120 - Special Legal Services Totals 4 Account 53160 - Instruction 4823 - NBI, INC (National Business Institute) 10 NBI 4.12.18 Real Estate Wheeler seminar Account 53160 - Instruction Totals 1 Account 53990 - Other Services and Charges 205 - City Of Bloomington 10-Mo Co Recrecording fees S. Rogers prop. 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K Account 53990 - Other Services and Charges Totals 2 Program 101000 - Human Rights Account 53220 - Postage 205 - City Of Bloomington 10-Blgtn PO-postage for unemployment hearing Account 53220 - Postage Totals 1	gram 100000 - Main			
205 - City Of Bloomington 10-Mo Co Recorder-recording waivers-1/3/18 03/09/2018 330 - Ice Miller, LLP 10 Ice Miller 1502744 re: acquistion of hospital 03/09/2018 6401 - Sturgeon & Brown P.C. 10 Sturgeon & Brown 1.17.18 invoice Garvin Fire 03/09/2018 Account 53160 - Instruction 4823 - NBI, INC (National Business Institute) 10 NBI 4.12.18 Real Estate Wheeler seminar 03/09/2018 Account 53160 - Instruction Totals 1 Account 53990 - Other Services and Charges 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K 03/09/2018 Account 53990 - Other Services and Charges Totals 2 Program 100000 - Human Rights Account 53220 - Postage 205 - City Of Bloomington 10-Blgtn PO-postage for unemployment hearing 03/09/2018 Account 53220 - Postage Totals 1	count 53120 - Special Legal Services			
330 - Ice Miller, LLP 10 Ice Miller 1502744 re: acquistion of hospital 03/09/2018 6401 - Sturgeon & Brown P.C. 10 Sturgeon & Brown 1.17.18 invoice Garvin Fire 03/09/2018 Account 53160 - Instruction 4823 - NBI, INC (National Business Institute) 10 NBI 4.12.18 Real Estate Wheeler seminar 03/09/2018 Account 53160 - Instruction Totals 1 Account 53990 - Other Services and Charges 205 - City Of Bloomington 10-Mo Co Recrecording fees S. Rogers prop. 03/09/2018 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K Account 53990 - Other Services and Charges Totals 2 Program 101000 - Human Rights Account 53220 - Postage 205 - City Of Bloomington 10-Blgtn PO-postage for unemployment hearing 03/09/2018 Account 53220 - Postage Totals 1	5 - City Of Bloomington	10-Mo Co Recorder-waiver of annexation protest-	03/09/2018	25.00
Account 53160 - Instruction 4823 - NBI, INC (National Business Institute) Account 53190 - Other Services and Charges 205 - City Of Bloomington Program 101000 - Human Rights Account 5320 - Postage 205 - City Of Bloomington 10 -Blgtn PO-postage for unemployment hearing Account 53220 - Postage 10 Sturgeon & Brown 1.17.18 invoice Garvin Fire Account 53120 - Special Legal Services Totals 4 Account 53160 - Instruction 03/09/2018 10 -Mo Co Recrecording fees S. Rogers prop. 03/09/2018 205 - City Of Bloomington 10 -Mo Co Recrecording Encroachment 210 K Account 53990 - Other Services and Charges Totals Account 53220 - Postage	5 - City Of Bloomington	10-Mo Co Recorder-recording waivers-1/3/18	03/09/2018	50.00
Account 53160 - Instruction 4823 - NBI, INC (National Business Institute) Account 53160 - Instruction 4823 - NBI, INC (National Business Institute) Account 53160 - Instruction Totals Account 53160 - Instruction Totals 1 Account 53190 - Other Services and Charges 205 - City Of Bloomington 10-Mo Co Recrecording fees S. Rogers prop. 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K Account 53990 - Other Services and Charges Totals Program 101000 - Human Rights Account 53220 - Postage 205 - City Of Bloomington 10-Blgtn PO-postage for unemployment hearing Account 53220 - Postage Totals Account 53220 - Postage Totals) - Ice Miller, LLP	10 Ice Miller 1502744 re: acquistion of hospital	03/09/2018	4,941.00
Account 53160 - Instruction 4823 - NBI, INC (National Business Institute) Account 53990 - Other Services and Charges 205 - City Of Bloomington 10-Mo Co Recrecording fees S. Rogers prop. 10-Mo Co Recrecording Encroachment 210 K Account 53990 - Other Services and Charges Totals Account 53990 - Other Services and Charges 205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K Account 53990 - Other Services and Charges Totals Program 100000 - Main Totals 7 Program 101000 - Human Rights Account 53220 - Postage 205 - City Of Bloomington 10-Blgtn PO-postage for unemployment hearing Account 53220 - Postage Totals 1)1 - Sturgeon & Brown P.C.	10 Sturgeon & Brown 1.17.18 invoice Garvin Fire	03/09/2018	770.00
Account 53990 - Other Services and Charges 205 - City Of Bloomington 205 - City Of Bloomington 205 - City Of Bloomington 30709/2018 30709/2018 30709/2018 40709/2018 40709/2018 40709/2018 40709/2018 40709/2018 40709/2018 40709/2018 40709/2018 40709/2018 40709/2018 40709/2018 40709/2018 40709/2018 40709/2018 40709/2018 40709/2018 40709/2018 40709/2018		Account 53120 - Special Legal Services Totals	4	\$5,786.00
Account 53990 - Other Services and Charges 205 - City Of Bloomington 205 - City Of Bloomington 10-Mo Co Recrecording fees S. Rogers prop. 10-Mo Co Recrecording Encroachment 210 K Account 53990 - Other Services and Charges Totals Program 101000 - Human Rights Account 53220 - Postage 205 - City Of Bloomington 10-Blgtn PO-postage for unemployment hearing Account 53220 - Postage Totals 10-Blgtn PO-postage Totals Account 53220 - Postage Totals 10-Blgtn PO-postage Totals 10-Blgtn PO-postage Totals	count 53160 - Instruction			
Account 53990 - Other Services and Charges 205 - City Of Bloomington 10-Mo Co Recrecording fees S. Rogers prop. 10-Mo Co Recrecording Encroachment 210 K Account 53990 - Other Services and Charges Totals Program 101000 - Human Rights Account 53220 - Postage 205 - City Of Bloomington 10-Blgtn PO-postage for unemployment hearing Account 53220 - Postage Totals 10-Blgtn PO-postage Totals Account 53220 - Postage Totals 10-Blgtn PO-postage Totals 10-Blgtn PO-postage Totals	23 - NBI, INC (National Business Institute)	10 NBI 4.12.18 Real Estate Wheeler seminar	03/09/2018	359.00
205 - City Of Bloomington 206 - City Of Bloomington 207 - City Of Bloomington 207 - City Of Bloomington 208 - City Of Bloomington 209 - Other Services and Charges Totals 209 - Program 100000 - Main Totals 200 - Postage 205 - City Of Bloomington 205 - City Of Bloomington 207 - City Of Bloomington 207 - City Of Bloomington 208 - City Of Bloomington 209 - Other Services and Charges Totals 209 - City Of Bloomington 209 - Other Services and Charges Totals 200 - Postage Totals 200 - Postage Totals 200 - Postage Totals 200 - City Of Bloomington 200 - City Of Bloomi		Account 53160 - Instruction Totals	1	\$359.00
205 - City Of Bloomington 10-Mo Co Recrecording Encroachment 210 K Account 53990 - Other Services and Charges Totals Program 100000 - Main Totals 7 Program 101000 - Human Rights Account 53220 - Postage 205 - City Of Bloomington 10-Blgtn PO-postage for unemployment hearing Account 53220 - Postage Totals 1	ount 53990 - Other Services and Charges			
Account 53990 - Other Services and Charges Totals 2 Program 100000 - Main Totals 7 Program 101000 - Human Rights Account 53220 - Postage 205 - City Of Bloomington 10-Blgtn PO-postage for unemployment hearing 03/09/2018 Account 53220 - Postage Totals 1	5 - City Of Bloomington	10-Mo Co Recrecording fees S. Rogers prop.	03/09/2018	25.00
Program 100000 - Main Totals 7 Program 101000 - Human Rights Account 53220 - Postage 205 - City Of Bloomington 10-Blgtn PO-postage for unemployment hearing Account 53220 - Postage Totals 1	5 - City Of Bloomington	10-Mo Co Recrecording Encroachment 210 K	03/09/2018	25.00
Program 101000 - Human Rights Account 53220 - Postage 205 - City Of Bloomington 10-Blgtn PO-postage for unemployment hearing Account 53220 - Postage Totals 1		_	2	\$50.00
Account 53220 - Postage 205 - City Of Bloomington 10-Blgtn PO-postage for unemployment hearing Account 53220 - Postage Totals 1		Program 100000 - Main Totals	7	\$6,195.00
205 - City Of Bloomington 10-Blgtn PO-postage for unemployment hearing Account 53220 - Postage Totals 1	•			
Account 53220 - Postage Totals 1	ount 53220 - Postage			
·	5 - City Of Bloomington	10-Blgtn PO-postage for unemployment hearing	03/09/2018	6.65
Account 53910 - Dues and Subscriptions		Account 53220 - Postage Totals	1	\$6.65
	•			
259 - Indiana Association Of Cities & Towns (AIM) 10 AIM for Ind ADA and Title VI Coordinator Assoc 03/09/2018) - Indiana Association Of Cities & Towns (AIM)	10 AIM for Ind ADA and Title VI Coordinator Assoc	03/09/2018	25.00



Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 53910 - Dues and Subscriptions Totals	1	\$25.00
	Program 101000 - Human Rights Totals	2	\$31.65
	Department 10 - Legal Totals	9	\$6,226.65
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 53230 - Travel			
5459 - John M Hamilton	11-reimbursement for DC conference travel Jan18	03/09/2018	1,447.06
	Account 53230 - Travel Totals	1	\$1,447.06
	Program 110000 - Main Totals	1	\$1,447.06
	Department 11 - Mayor's Office Totals	1	\$1,447.06
Department 12 - Human Resources	·		
Program 120000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	12-labels, expanding folders, binder clips,	03/09/2018	49.98
5103 - Staples Contract & Commercial, INC	12-post-it notes	03/09/2018	10.86
•	Account 52110 - Office Supplies Totals	2	\$60.84
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	12-SHRM Conference Fee for C. Shaw	03/09/2018	1,445.00
3560 - First Financial Bank / Credit Cards	12-2018 SHRM Conference-E. Fields	03/09/2018	1,445.00
	Account 53160 - Instruction Totals	2	\$2,890.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	12-cell phone charges 1/12-2/11/18	03/09/2018	23.13
•	Account 53210 - Telephone Totals	1	\$23.13
Account 53230 - Travel	·		
6163 - Mark A Uebel	12-Travel Expense - Parking FMLA Training	03/09/2018	26.00
	Account 53230 - Travel Totals	1	\$26.00
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	12-SHRM Membership (Shaw)-2/1/18-1/31/19	03/09/2018	209.00
	Account 53910 - Dues and Subscriptions Totals	1	\$209.00
Account 53990 - Other Services and Charges	·		



Account 53990 - Other Services and Charges Totals 1 Program 120000 - Main Totals 8 Department 12 - Human Resources Totals 8 Department 13 - Planning Program 130000 - Main Account 52110 - Office Supplies	3/09/2018	2,333.31 \$2,333.31 \$5,542.28 \$5,542.28 27.00 \$27.00
Program 120000 - Main Totals 8 Department 12 - Human Resources Totals 8 Department 13 - Planning Program 130000 - Main Account 52110 - Office Supplies 5103 - Staples Contract & Commercial, INC 13-Ltr file folders, legal & ltr trays, scissors, 03	3/09/2018	\$5,542.28 \$5,542.28 27.00 \$27.00
Department 12 - Human Resources Totals 8 Department 13 - Planning Program 130000 - Main Account 52110 - Office Supplies 5103 - Staples Contract & Commercial, INC 13-Ltr file folders, legal & ltr trays, scissors, 03	3/09/2018	\$5,542.28 27.00 \$27.00
Department 13 - Planning Program 130000 - Main Account 52110 - Office Supplies 5103 - Staples Contract & Commercial, INC 13-Ltr file folders, legal & ltr trays, scissors, 03	03/09/2018	27.00 \$27.00
Program 130000 - Main Account 52110 - Office Supplies 5103 - Staples Contract & Commercial, INC 13-Ltr file folders, legal & ltr trays, scissors, 03	03/09/2018	\$27.00
Account 52110 - Office Supplies 5103 - Staples Contract & Commercial, INC 13-Ltr file folders, legal & ltr trays, scissors, 03	03/09/2018	\$27.00
5103 - Staples Contract & Commercial, INC 13-Ltr file folders, legal & ltr trays, scissors, 03	03/09/2018	\$27.00
	03/09/2018	\$27.00
Account 52110 - Office Supplies Totals 1		·
Account 32110 - Office Supplies Totals		
Account 52420 - Other Supplies		
5103 - Staples Contract & Commercial, INC 13-2-sided plastic nameplates(for Bds & 03		131.80
5103 - Staples Contract & Commercial, INC 13-Ltr file folders, legal & ltr trays, scissors, 03	3/09/2018	9.20
5103 - Staples Contract & Commercial, INC 13-Desk Light_LED Energy Efficient (for Carl) 03	3/09/2018	40.50
5819 - Synchrony Bank 13-TV "50" Vizeo D-Series + TV Mount (T. Porter) 03	3/09/2018	457.98
Account 52420 - Other Supplies Totals 4		\$639.48
Account 53160 - Instruction		
6218 - Theresa M Porter 13-2018 Nat'l Planning ConfNew Orleans-4/21- 03	3/09/2018	735.00
Account 53160 - Instruction Totals 1		\$735.00
Account 53210 - Telephone		
13969 - AT&T Mobility II, LLC 13-cell phone charges 1/12-2/11/18 03	3/09/2018	325.14
Account 53210 - Telephone Totals 1		\$325.14
Account 53320 - Advertising		
3560 - First Financial Bank / Credit Cards 13-APA-IN job posting-2 wks (Development 03	3/09/2018	50.00
3560 - First Financial Bank / Credit Cards 13-APA-Indiana Job posting-2 wks (MPO Transp. 03	3/09/2018	50.00
3560 - First Financial Bank / Credit Cards 13-APA job posting-2 wks (MPO Transp. Planner) 03	3/09/2018	195.00
3560 - First Financial Bank / Credit Cards 13-APA job posting-2 wks (Development Services 03	3/09/2018	195.00
Account 53320 - Advertising Totals 4		\$490.00
Account 53910 - Dues and Subscriptions		
259 - Indiana Association Of Cities & Towns (AIM) 13-IN Assoc. of City Engineers2018 Member 03	3/09/2018	75.00
Account 53910 - Dues and Subscriptions Totals 1		\$75.00



Vendor	Invoice Description	Payment Date	Invoice Amount
Account 53990 - Other Services and Charges			
205 - City Of Bloomington	13-Mo Co Rec223 N Morton-recording fee-	03/09/2018	25.00
	Account 53990 - Other Services and Charges Totals	1	\$25.00
	Program 130000 - Main Totals	13	\$2,316.62
Program 132000 - MPO			
Account 52420 - Other Supplies			
5217 - Midwestern Software Solutions, LLC	13-Traffic Data Mgmt Program_Annual fee-support	03/09/2018	1,100.00
	Account 52420 - Other Supplies Totals	1	\$1,100.00
	Program 132000 - MPO Totals	1	\$1,100.00
	Department 13 - Planning Totals	14	\$3,416.62
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52310 - Building Materials and Supplies			
409 - Black Lumber Co INC	19-Kirkwood & College planter-mortar mix, trowel	03/09/2018	15.96
409 - Black Lumber Co INC	19-primer for ceiling tile	03/09/2018	5.99
394 - Kleindorfer Hardware & Variety	19-CH-wax ring for toilet	03/09/2018	1.49
53005 - Menards, INC	19-CH-tire for utility trailer	03/09/2018	22.99
53005 - Menards, INC	19-deadbolt, rags	03/09/2018	48.25
	Account 52310 - Building Materials and Supplies Totals	5	\$94.68
Account 52420 - Other Supplies			
4475 - Plasco ID Holdings, LLC (IDW, LLC) (ID	19-CH-ID badges for access system-200	03/09/2018	765.00
	Account 52420 - Other Supplies Totals	1	\$765.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 1/12-2/11/18	03/09/2018	177.38
	Account 53210 - Telephone Totals	1	\$177.38
Account 53610 - Building Repairs			
32 - Cassady Electrical Contractors, INC	19-CH-OOTC/P&T-installed 3 new outlets for TV's	03/09/2018	808.62
32 - Cassady Electrical Contractors, INC	19-CH-Clerk/Council-changed out tripped breaker	03/09/2018	284.04
32 - Cassady Electrical Contractors, INC	19-CH-replaced 4 Lamp to 8 ballast	03/09/2018	189.17
3434 - Executive Management Services, INC	19-CH/off site facilities-February 2018 cleaning	03/09/2018	13,646.00



Board of Public Works Claim Register Invoice Date Range 02/27/18 - 03/09/18

Vendor	Invoice Description	Payment Date	Invoice Amount
321 - Harrell Fish, INC	19-CH-repaired condensate line	03/09/2018	296.14
321 - Harrell Fish, INC	19-CH-OOTC-adj. register, replaced filter on unit	03/09/2018	180.00
321 - Harrell Fish, INC	19-CH-CFR-heat pump-checked unit-2/8/18	03/09/2018	108.00
321 - Harrell Fish, INC	19-CH-ceiling tower repairs	03/09/2018	2,544.33
321 - Harrell Fish, INC	19-McCloskey Conf Room-repair heat pump	03/09/2018	310.23
394 - Kleindorfer Hardware & Variety	19-Sanitation-door sweep	03/09/2018	9.99
7402 - Nature's Way, INC	19-CH-monthly, February 2018, plant maintenance	03/09/2018	336.60
	Account 53610 - Building Repairs Totals	11	\$18,713.12
Account 53990 - Other Services and Charges			
6152 - K&S Rolloff, INC	19-roll off dumpsters for demo of bldgs in back	03/09/2018	785.50
60 - Monroe County Solid Waste Management District	19-disposal fee for paint	03/09/2018	43.51
	Account 53990 - Other Services and Charges Totals	2	\$829.01
	Program 190000 - Main Totals	20	\$20,579.19
	Department 19 - Facilities Maintenance Totals	20	\$20,579.19
Department 28 - ITS			
Program 280000 - Main			
Account 52420 - Other Supplies			
13969 - AT&T Mobility II, LLC	28-cell phone charges 1/12-2/11/18	03/09/2018	574.98
3560 - First Financial Bank / Credit Cards	28-PowerShell Pro Tools	03/09/2018	49.99
	Account 52420 - Other Supplies Totals	2	\$624.97
Account 53210 - Telephone			
1079 - AT&T	28-phone charges 1/20-2/19/18-#812 339-2261	03/09/2018	5,537.34
13969 - AT&T Mobility II, LLC	28-cell phone charges 1/12-2/11/18	03/09/2018	712.70
	Account 53210 - Telephone Totals	2	\$6,250.04
Account 53910 - Dues and Subscriptions			
5819 - Synchrony Bank	28-Rick Routon Membership	03/09/2018	15.00
50972 - CDW, LLC	28-Cradlepoint ECM Prime Renewal	03/09/2018	341.55
3560 - First Financial Bank / Credit Cards	28-URL - bloomingtonplanroom.com-1/27/18	03/09/2018	10.95
2895 - Rapid Reproductions, INC	28-Plan Room Subscription-usage from 3/15-	03/09/2018	1,240.00
	Account 53910 - Dues and Subscriptions Totals	4	\$1,607.50



Vendor	Invoice Description	Payment Date	Invoice Amount
	Program 280000 - Main Totals	8	\$8,482.51
	Department 28 - ITS Totals	8	\$8,482.51
	Fund 101 - General Fund (S0101) Totals	113	\$77,289.42
Fund 103 - Restricted Donations			
Department 06 - Controller's Office			
Program 400101 - Animal Medical Services			
Account 53130 - Medical			
54639 - Shake Veterinary Services, INC (Town &	01-surgery aftercare-2/14/18	03/09/2018	32.00
54639 - Shake Veterinary Services, INC (Town &	01-surgeries-2/13/18	03/09/2018	918.18
	Account 53130 - Medical Totals	2	\$950.18
	Program 400101 - Animal Medical Services Totals	2	\$950.18
Program 400102 - Animal Supplies			
Account 52210 - Institutional Supplies			
5819 - Synchrony Bank	01-book, hearing protection, rain poncho	03/09/2018	86.91
5819 - Synchrony Bank	01-kennel doors	03/09/2018	84.14
5819 - Synchrony Bank	01-training treats	03/09/2018	74.90
	Account 52210 - Institutional Supplies Totals	3	\$245.95
	Program 400102 - Animal Supplies Totals	3	\$245.95
	Department 06 - Controller's Office Totals	5	\$1,196.13
	Fund 103 - Restricted Donations Totals	5	\$1,196.13
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090001 - Com Serv - Black Males			
Account 53990 - Other Services and Charges			
651 - Engraving & Stamp Center, INC	09-BHM Gala - CSBM Awards	03/09/2018	79.92
	Account 53990 - Other Services and Charges Totals	1	\$79.92
	Program 090001 - Com Serv - Black Males Totals	1	\$79.92
Program 090016 - Com Serv - Safe & Civil			
Account 53990 - Other Services and Charges			
205 - City Of Bloomington	09-Mary M's-BHM Gala-floral arrangements-	03/09/2018	355.00



Vendor	Invoice Description	Payment Date	Invoice Amount
6391 - Eric Love (Keynote Speaker)	09-2018 BHM Keynote Speaker Fee, plus reimb.	03/09/2018	531.50
6388 - Itia G Saahir	09-2018 BHM Essay Contest-3rd Place High School	03/09/2018	75.00
6380 - Campbell Scott-Harmon	09-2018 BHM Essay Contest-3rd Place-Elementary	03/09/2018	75.00
798 - Winters Associates Promotional Products, INC	09-2018 BHM Gala - commemorative glasses	03/09/2018	653.16
	Account 53990 - Other Services and Charges Totals	5	\$1,689.66
	Program 090016 - Com Serv - Safe & Civil Totals	5	\$1,689.66
Program 090018 - CBVN			
Account 52420 - Other Supplies			
5103 - Staples Contract & Commercial, INC	09-2018 Be More Awards-invitation envelopes	03/09/2018	119.61
5103 - Staples Contract & Commercial, INC	09-Be More Awards-blank note cards	03/09/2018	50.89
5103 - Staples Contract & Commercial, INC	09-CBVN - Binders for Nonprofit Board Certificate	03/09/2018	32.04
5819 - Synchrony Bank	09-Amazonmicrophone adapter plug	03/09/2018	6.59
	Account 52420 - Other Supplies Totals	4	\$209.13
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	09-Airtable-Volunteer Network Contacts and	03/09/2018	88.00
	Account 53990 - Other Services and Charges Totals	1	\$88.00
	Program 090018 - CBVN Totals	5	\$297.13
	Department 09 - CFRD Totals	11	\$2,066.71
	Fund 312 - Community Services Totals	11	\$2,066.71
Fund 401 - Non-Reverting Telecom (S1146)			
Department 25 - Telecommunications			
Program 256000 - Services			
Account 53150 - Communications Contract			
4170 - Comcast Cable Communications, INC	28-401 N Morton St-business internet 3/1-3/31/18	03/09/2018	149.85
203 - Indiana University	28-Special Circuits-February 2018	03/09/2018	65.00
	Account 53150 - Communications Contract Totals	2	\$214.85
	Program 256000 - Services Totals	2	\$214.85
	Department 25 - Telecommunications Totals	2	\$214.85
	Fund 401 - Non-Reverting Telecom (\$1146) Totals	2	\$214.85
Fund 451 - Motor Vehicle Highway(S0708)			



Vendor	Invoice Description	Payment Date	Invoice Amount
Department 20 - Street			
Program 200000 - Main			
Account 52210 - Institutional Supplies			
313 - Fastenal Company	20-safety supplies-gloves, red spray paint	03/09/2018	19.26
313 - Fastenal Company	20-safety supplies-gloves, tape measure-2/13/18	03/09/2018	23.85
	Account 52210 - Institutional Supplies Totals	2	\$43.11
Account 52330 - Street , Alley, and Sewer Material			
334 - Irving Materials, INC	20-1116 N. College-Class A Stone-4.00 cy-2/1/18	03/09/2018	424.00
19278 - Milestone Contractors, LP	20-Cold Mix-53.23 tons-1/24 & 1/29/18 BC 2016-11A	03/09/2018	5,248.80
	Account 52330 - Street, Alley, and Sewer Material Totals	2	\$5,672.80
Account 52420 - Other Supplies			
409 - Black Lumber Co INC	20-Truck #462-Graffiti-spray paint	03/09/2018	23.31
409 - Black Lumber Co INC	20-3/4NH x 3/4NH-T. Carroll	03/09/2018	3.99
409 - Black Lumber Co INC	20-little big shot nozzle, hose end-T. Carroll	03/09/2018	9.96
409 - Black Lumber Co INC	20-#12 Alum scoop-R. Albright	03/09/2018	59.98
313 - Fastenal Company	20-2 48" HD TB Prof levels	03/09/2018	121.92
394 - Kleindorfer Hardware & Variety	20-2 vehicle brushes & handles to clean vehicles	03/09/2018	32.96
394 - Kleindorfer Hardware & Variety	20-Cold Patching-2 pitch forks	03/09/2018	59.98
6262 - Koenig Equipment, INC	20-Chainsaw parts for tree crew-spark plugs	03/09/2018	6.48
	Account 52420 - Other Supplies Totals	8	\$318.58
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 1/12-2/11/18	03/09/2018	163.28
	Account 53210 - Telephone Totals	1	\$163.28
Account 53250 - Pagers			
332 - Indiana Paging Network, INC	20-pagers for snow control-March 2018	03/09/2018	86.76
	Account 53250 - Pagers Totals	1	\$86.76
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	20-250 business cards-J. VanDeventer inc. delivery	03/09/2018	58.91
	Account 53310 - Printing Totals	1	\$58.91
Account 53630 - Machinery and Equipment Repairs	S		



Vendor	Invoice Description	Payment Date	Invoice Amount
6001 - Bernath, LLC (Sealmaster)	20-Service to repair 2009 Hot Box	03/09/2018	451.87
	Account 53630 - Machinery and Equipment Repairs Totals	1	\$451.87
Account 53920 - Laundry and Other Sanitation Serv	vices		
19171 - Aramark Uniform & Career Apparel Group, INC	20-Mat & Shop Towel-2/7/18	03/09/2018	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Mat & Shop Towel-2/14/18	03/09/2018	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-2/7/18	03/09/2018	20.74
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-2/14/18-	03/09/2018	46.49
19171 - Aramark Uniform & Career Apparel Group, INC	20-Mat & Shop Towel Services-2/21/18	03/09/2018	26.39
	Account 53920 - Laundry and Other Sanitation Services Totals	5	\$146.40
Account 53990 - Other Services and Charges			
902 - Indiana Underground Plant Protection Service, INC	C 20-811 line locate calls-541 tickets-December 2017	03/09/2018	513.95
6152 - K&S Rolloff, INC	20-rolloff pull price-sweeper dumps-2/6/18	03/09/2018	150.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-2/13/18	03/09/2018	150.00
	Account 53990 - Other Services and Charges Totals	3	\$813.95
	Program 200000 - Main Totals	24	\$7,755.66
	Department 20 - Street Totals	24	\$7,755.66
	Fund 451 - Motor Vehicle Highway(\$0708) Totals	24	\$7,755.66
Fund 452 - Parking Facilities (\$9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 52110 - Office Supplies			
5819 - Synchrony Bank	26-Pkg Garages-Rechargeable batteries and	03/09/2018	186.89
5819 - Synchrony Bank	26-Pkg Garages-battery charger	03/09/2018	21.99
	Account 52110 - Office Supplies Totals	2	\$208.88
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-hdware bike racks-washers, bolts	03/09/2018	26.91
4583 - Jean B Smiths (Bikesmiths)	26-Morton St Garage-New bike racks	03/09/2018	452.28
	Account 52310 - Building Materials and Supplies Totals	2	\$479.19
Account 52340 - Other Repairs and Maintenance			
392 - Koorsen Fire & Security, INC	26-Pkg Garages-new cabinets for all garages	03/09/2018	2,299.20



Board of Public Works Claim Register Invoice Date Range 02/27/18 - 03/09/18

Vendor	Invoice Description	Payment Date	Invoice Amount
	Account 52340 - Other Repairs and Maintenance Totals	1	\$2,299.20
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	14-Pkg Enf. Officers- cell phone charges 1/12-	03/09/2018	40.82
13969 - AT&T Mobility II, LLC	26-Pkg Garages-cell phone charges 1/12-2/11/18	03/09/2018	139.91
	Account 53210 - Telephone Totals	2	\$180.73
Account 53610 - Building Repairs			
6378 - ANN-KRISS, LLC	26-14 Door Replacements at 4th Street Garage bc BC 2018-02	03/09/2018	8,650.00
32 - Cassady Electrical Contractors, INC	26-4th St Garage-reset a tripped breaker	03/09/2018	80.00
32 - Cassady Electrical Contractors, INC	26-Walnut St Garage-reset tripped breaker	03/09/2018	85.00
227 - Otis Elevator Company	26-Walnut St Garage-service call-1/24/18	03/09/2018	1,546.80
227 - Otis Elevator Company	26-Morton St Garage-service contract-2/1/18-	03/09/2018	5,370.23
	Account 53610 - Building Repairs Totals	5	\$15,732.03
Account 53650 - Other Repairs			
321 - Harrell Fish, INC	26-4th St Garage-broken water line-elevator shaft	03/09/2018	308.09
	Account 53650 - Other Repairs Totals	1	\$308.09
Account 54420 - Purchase of Equipment			
6070 - 72 Hour LLC (National Auto Fleet Group)	26-Pkg Garages-new Chevrolet Colorado	03/09/2018	30,263.39
	Account 54420 - Purchase of Equipment Totals	1	\$30,263.39
	Program 260000 - Main Totals	14	\$49,471.51
	Department 26 - Parking Totals	14	\$49,471.51
	Fund 452 - Parking Facilities (\$9502) Totals	14	\$49,471.51
Fund 454 - Alternative Transport (S6301)			
Department 02 - Public Works			
Program 020000 - Main			
Account 46060 - Other Violations			
Gloria Delgado	14-Delgado-refund overpayment pkg citation	03/09/2018	52.00
	Account 46060 - Other Violations Totals	1	\$52.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	14-Pkg Enf. Officers- cell phone charges 1/12-	03/09/2018	81.64
	Account 53210 - Telephone Totals	1	\$81.64



Vendor	Invoice Description		Payment Date	Invoice Amount
	Program 020 0	000 - Main Totals	2	\$133.64
	Department 02 - Pu	blic Works Totals	2	\$133.64
	Fund 454 - Alternative Transpo	ort(S6301) Totals	2	\$133.64
Fund 601 - Cum Cap Development (\$2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
50944 - Cargill Deicing Techno	20-de-icing salt-119.37 tons-2/15/18	BC 2017-30	03/09/2018	9,542.45
50944 - Cargill Deicing Techno	20-de-icing salt-271.99 tons-2/13/18	BC 2017-30	03/09/2018	21,742.87
50944 - Cargill Deicing Techno	20-de-icing salt-89.37 tons-2/16/18	BC 2017-30	03/09/2018	7,144.24
50944 - Cargill Deicing Techno	20-de-icing salt-78.70 tons-2/14/18	BC 2017-30	03/09/2018	6,291.29
50944 - Cargill Deicing Techno	20-de-icing salt-102.47 tons-2/8/18	BC 2017-30	03/09/2018	8,191.44
50944 - Cargill Deicing Techno	20-de-icing salt-202.25 tons-2/6/18	BC 2017-30	03/09/2018	16,167.86
50944 - Cargill Deicing Techno	20-de-icing salt-139.35 tons-2/7/18	BC 2017-30	03/09/2018	11,139.65
50944 - Cargill Deicing Techno	20-de-icing salt-25.67 tons-2/7/18	BC 2017-30	03/09/2018	2,052.06
50944 - Cargill Deicing Techno	20-de-icing salt-156.68 tons-2/12/18	BC 2017-30	03/09/2018	12,525.01
19278 - Milestone Contractors, LP	20-Cold Mix-53.23 tons-1/24 & 1/29/18	BC 2016-11A	03/09/2018	1,138.80
	Account 52330 - Street , Alley, and Sewe	er Material Totals	10	\$95,935.67
Account 54110 - Land Purchase				
1380 - DLZ Indiana, LLC	13-Tapp/Rockport Rd Design-services 11/1-	BC 2016-38	03/09/2018	6,218.00
	Account 54110 - Lanc	I Purchase Totals	1	\$6,218.00
	Program 020 0	000 - Main Totals	11	\$102,153.67
	Department 02 - Pu	blic Works Totals	11	\$102,153.67
	Fund 601 - Cum Cap Developme	nt(S2391) Totals	11	\$102,153.67
Fund 730 - Solid Waste (S6401)	·			
Department 16 - Sanitation				
Program 160000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	16-self ink stamp		03/09/2018	7.39
•	Account 52110 - Offic	e Supplies Totals	1	\$7.39



Vendor Invoice Description	Payment Date	Invoice Amount
Account 52310 - Building Materials and Supplies		
409 - Black Lumber Co INC 19-Sanitation-toilet tank handle, tank lever	03/09/2018	7.98
Account 52310 - Building Materials and Supplies	Totals 1	\$7.98
Account 52420 - Other Supplies		
13969 - AT&T Mobility II, LLC 02-PW Divisions-cell phone charges 1/12-2/11/18	03/09/2018	40.00
313 - Fastenal Company 16-first-aid supplies-ointment, bandages, aspirin	03/09/2018	38.32
Account 52420 - Other Supplies	Totals 2	\$78.32
Account 53210 - Telephone		
13969 - AT&T Mobility II, LLC 02-PW Divisions-cell phone charges 1/12-2/11/18	03/09/2018	307.80
Account 53210 - Telephone	Totals 1	\$307.80
Account 53920 - Laundry and Other Sanitation Services		
19171 - Aramark Uniform & Career Apparel Group, INC 16-uniform rental (minus payroll ded)-2/21/18	03/09/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC 16-uniform rental (minus payroll ded)-2/14/18	03/09/2018	7.49
19171 - Aramark Uniform & Career Apparel Group, INC 16-mat/towel services-2/14/18	03/09/2018	31.87
19171 - Aramark Uniform & Career Apparel Group, INC 16-mat/towel services-2/21/18	03/09/2018	28.00
Account 53920 - Laundry and Other Sanitation Services	Totals 4	\$74.85
Account 53950 - Landfill		
52226 - Hoosier Transfer Station-3140 16-trash disposal fees-1/15-1/31/18	03/09/2018	13,204.40
Account 53950 - Landfill	Totals 1	\$13,204.40
Account 53990 - Other Services and Charges		
3560 - First Financial Bank / Credit Cards 16-Truck Rental-1/26/18	03/09/2018	267.92
Account 53990 - Other Services and Charges	Totals 1	\$267.92
Program 160000 - Main	Totals 11	\$13,948.66
Department 16 - Sanitation	Totals 11	\$13,948.66
Fund 730 - Solid Waste (S6401)	Totals 11	\$13,948.66
Fund 800 - Risk Management (S0203)		
Department 10 - Legal		
Program 100000 - Main		
Account 52420 - Other Supplies		
4140 - Interstate All Battery Center of Bloomington, INC 10 Interstate All Battery Center AED battery	03/09/2018	113.90



Account 52420 - Other Supplies Totals Shoe Distributors cold weather clothing Shoe Distributors cold weather clothing	1 03/09/2018 03/09/2018 03/09/2018 3 03/09/2018	78.99 99.98
Shoe Distributors cold weather clothing	03/09/2018 03/09/2018 3 03/09/2018	78.99 99.98
Shoe Distributors cold weather clothing	03/09/2018 03/09/2018 3 03/09/2018	184.28 78.99 99.98 \$363.25
Shoe Distributors cold weather clothing	03/09/2018 3 03/09/2018	99.98
Account 52430 - Uniforms and Tools Totals Concession Supplies DL physical reimbursement	3 03/09/2018	
Concession Supplies DL physical reimbursement	03/09/2018	\$363.25
DL physical reimbursement		
DL physical reimbursement		
. 5	00/00/0040	90.00
Account 53130 - Medical Totals	03/09/2018	95.00
	2	\$185.00
O-mailing letter to Cincinnati OH	03/09/2018	11.90
Account 53220 - Postage Totals	1	\$11.90
transit premium #168961	03/09/2018	29,292.00
count 53410 - Liability / Casualty Premiums Totals	1	\$29,292.00
ages (B Hash) Inv 201818	02/28/2018	1,038.40
Account 53420 - Worker's Comp & Risk Totals	1	\$1,038.40
Program 100000 - Main Totals	9	\$31,004.45
Department 10 - Legal Totals	9	\$31,004.45
Fund 800 - Risk Management(S0203) Totals	9	\$31,004.45
Admin Fee FSA/HSA Gym/Massage for	03/09/2018	1,080.22
Admin Fee FSA/HSA Gym/Massage for	03/09/2018	1,867.10
Associat F2000 Other Complete and Charges Tatala	2	\$2,947.32
t	Department 10 - Legal Totals	Department 10 - Legal Totals 9 Fund 800 - Risk Management(S0203) Totals 9 t Admin Fee FSA/HSA Gym/Massage for 03/09/2018 t Admin Fee FSA/HSA Gym/Massage for 03/09/2018 Account 53990 - Other Services and Charges Totals 2



Vendor	Invoice Description	Payment Date	Invoice Amount
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$1505.18	02/27/2018	1,505.18
3908 - CIGNA Healthcare	12-Cigna Dental Claims Funding \$37,095.37	03/01/2018	37,095.37
Account 539	90.1201 - Other Services and Charges Health Insurance Totals	2	\$38,600.55
	Program 120000 - Main Totals	4	\$41,547.87
	Department 12 - Human Resources Totals	4	\$41,547.87
	Fund 801 - Health Insurance Trust Totals	4	\$41,547.87
Fund 802 - Fleet Maintenance (\$9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52230 - Garage and Motor Supplies			
4693 - Monroe County Tire & Supply, INC	17-tires	03/09/2018	270.50
4693 - Monroe County Tire & Supply, INC	17-tires	03/09/2018	270.50
4693 - Monroe County Tire & Supply, INC	17-tires	03/09/2018	301.00
4693 - Monroe County Tire & Supply, INC	17-tires	03/09/2018	2,262.12
	Account 52230 - Garage and Motor Supplies Totals	4	\$3,104.12
Account 52240 - Fuel and Oil			
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels BC 2017-76D	03/09/2018	17,810.30
	Account 52240 - Fuel and Oil Totals	1	\$17,810.30
Account 52320 - Motor Vehicle Repair			
4150 - Alexander's LLC	17-#894 jack and wheel nut	03/09/2018	32.40
4877 - Asher Group, INC	17-#422 ujoint repair-labor & parts	03/09/2018	29.05
244 - Bloomington Ford, INC	17-misc parts	03/09/2018	265.87
4335 - Circle Distributing, INC	17-misc parts	03/09/2018	348.75
4335 - Circle Distributing, INC	17-misc parts	03/09/2018	182.70
4335 - Circle Distributing, INC	17-misc parts	03/09/2018	166.20
4335 - Circle Distributing, INC	17-misc parts	03/09/2018	38.19
4335 - Circle Distributing, INC	17-misc parts	03/09/2018	147.44
5792 - Clark Truck Equipment Co., INC	17-stock henderson plow parts	03/09/2018	1,186.52
5792 - Clark Truck Equipment Co., INC	17-stk viking spreader parts	03/09/2018	2,290.96
21104 - Cummins Crosspoint, LLC	17 - #340 labor & parts	03/09/2018	1,190.09



Invoice Date Range 02/27/18 - 03/09/18

Vendor	Invoice Description	Payment Date	Invoice Amount
594 - Curry Auto Center, INC	17-misc parts	03/09/2018	150.77
796 - Interstate Battery System of Bloomington, INC	17-batteries	03/09/2018	159.21
796 - Interstate Battery System of Bloomington, INC	17-batteries	03/09/2018	366.04
3404 - J.R. Watkins & Family, INC (Signs Now)	17 - #920 vehicle decals	03/09/2018	287.11
4439 - JX Enterprises, INC	17 - #948 track bars	03/09/2018	343.80
394 - Kleindorfer Hardware & Variety	17-misc parts	03/09/2018	41.99
394 - Kleindorfer Hardware & Variety	17-misc parts	03/09/2018	1.96
394 - Kleindorfer Hardware & Variety	17-misc parts	03/09/2018	5.09
394 - Kleindorfer Hardware & Variety	17-misc parts	03/09/2018	1.90
53385 - O'Reilly Automotive Stores, INC	17-#697 brake pads	03/09/2018	99.31
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for the month of January	03/09/2018	10,862.84
337 - Stansifer Radio Co, INC	17 - fuses	03/09/2018	25.00
54351 - Sternberg, INC	17-misc parts	03/09/2018	27.48
54351 - Sternberg, INC	17-misc parts	03/09/2018	107.97
54351 - Sternberg, INC	17-misc parts	03/09/2018	74.68
54351 - Sternberg, INC	17-misc parts	03/09/2018	74.68
54351 - Sternberg, INC	17-parts return	03/09/2018	(13.74)
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#601 ubolts, washers and nuts	03/09/2018	153.28
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-core return (15803)	03/09/2018	(85.00)
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#4461 brake shoes, drums and king pin	03/09/2018	257.10
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#4461 brake shoes, drums and king pin	03/09/2018	497.10
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#4461 brake shoes, drums and king pin	03/09/2018	143.06
2096 - West Side Tractor Sales Co.	17-#467 fuel fulters	03/09/2018	109.65
	Account 52320 - Motor Vehicle Repair Totals	34	\$19,569.45
Account 52420 - Other Supplies			
4918 - HELM, INC	17 - Ford IDS software update	03/09/2018	650.00
177 - Indiana Oxygen Company, INC	17 - gases, tools for welding and torches	03/09/2018	6.69
337 - Stansifer Radio Co, INC	17 cable	03/09/2018	28.00
	Account 52420 - Other Supplies Totals	3	\$684.69

Account 53210 - Telephone



Board of Public Works Claim Register Invoice Date Range 02/27/18 - 03/09/18

Vendor	Invoice Description	Payment Date	Invoice Amount
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 1/12-2/11/18	03/09/2018	40.46
	Account 53210 - Telephone Totals	1	\$40.46
Account 53230 - Travel			
6271 - Jason Speer	17 - per deim reimbursement	03/09/2018	233.00
	Account 53230 - Travel Totals	1	\$233.00
Account 53610 - Building Repairs			
321 - Harrell Fish, INC	19-Fleet Maint-repair garage heater	03/09/2018	942.73
321 - Harrell Fish, INC	19-Fleet Maint-service call for no heat in office-	03/09/2018	92.00
	Account 53610 - Building Repairs Totals	2	\$1,034.73
Account 53620 - Motor Repairs			
4877 - Asher Group, INC	17-#422 ujoint repair-labor & parts	03/09/2018	52.50
14069 - Carmichael Truck & Automotive Service, INC	17-#673 alignment	03/09/2018	113.79
21104 - Cummins Crosspoint, LLC	17 - #340 labor & parts	03/09/2018	3,116.87
4474 - Ken's Westside Service & Towing, LLC	17-towing	03/09/2018	35.00
4474 - Ken's Westside Service & Towing, LLC	17-towing	03/09/2018	50.00
	Account 53620 - Motor Repairs Totals	5	\$3,368.16
Account 53650 - Other Repairs			
32 - Cassady Electrical Contractors, INC	19-Fleet Maint-hard wired for washer	03/09/2018	361.50
392 - Koorsen Fire & Security, INC	19-Fleet Maint-service call to fix door alarm-2/7/18	03/09/2018	256.95
	Account 53650 - Other Repairs Totals	2	\$618.45
Account 53920 - Laundry and Other Sanitation Serv	vices		
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	03/09/2018	73.11
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	03/09/2018	22.58
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	03/09/2018	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	03/09/2018	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	03/09/2018	71.29
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels	03/09/2018	74.93
	Account 53920 - Laundry and Other Sanitation Services Totals	6	\$268.55
	Program 170000 - Main Totals	59	\$46,731.91
	Department 17 - Fleet Maintenance Totals	59	\$46,731.91



Vendor	Invoice Description	Payment Date	Invoice Amount
	Fund 802 - Fleet Maintenance (\$9500) Totals	59	\$46,731.91
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	12-City/Util URM	02/27/2018	80.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/28/2018	242.12
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/01/2018	1,475.70
Account 53990.1271	- Other Services and Charges Section 125 - URM- City Totals	3	\$1,797.82
Account 53990.1272 - Other Services and Charges	Section 125 - DDC- City		
17785 - The Howard E. Nyhart Company, INC	12-City DDC 2018	02/27/2018	150.00
Account 53990.1272	2 - Other Services and Charges Section 125 - DDC- City Totals	1	\$150.00
Account 53990.1281 - Other Services and Charges	Section 125 - URM- Util		
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/27/2018	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/28/2018	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/01/2018	163.97
Account 53990.128 °	1 - Other Services and Charges Section 125 - URM- Util Totals	3	\$198.97
Account 53990.1283 - Other Services and Charges	Health Savings Account		
17785 - The Howard E. Nyhart Company, INC	12-HSA EE Contributions for 2018	03/01/2018	16,318.67
Account 53990.128 3	3 - Other Services and Charges Health Savings Account Totals	1	\$16,318.67
	Program 120000 - Main Totals	8	\$18,465.46
	Department 12 - Human Resources Totals	8	\$18,465.46
	Fund 804 - Insurance Voluntary Trust Totals	8	\$18,465.46
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016A - 2016 A Signal Modernization			
Account 54510 - Other Capital Outlays			
20 - Lochmueller Group, INC	13-17th/Dunn Improvservices through 12/30/17- BC 2017-71	03/09/2018	3,216.99
-	Account 54510 - Other Capital Outlays Totals	1	\$3,216.99
	Program 06016A - 2016 A Signal Modernization Totals	1	\$3,216.99



Vendor	Invoice Description	Payment Date	Invoice Amount
Program 06016B - 2016 B Ped/Signal/Intersecti	on		
Account 54510 - Other Capital Outlays			
2671 - Hannum, Wagle & Cline Engineering	13-Pedestrian Safety Inspservices 1/1-1/28/18	03/09/2018	2,469.83
	Account 54510 - Other Capital Outlays Totals	1	\$2,469.83
	Program 06016B - 2016 B Ped/Signal/Intersection Totals	1	\$2,469.83
Program 06016G - 2016 G Sanitation Carts			
Account 54510 - Other Capital Outlays			
5697 - Cascade Engineering, INC	02-10 days of work for Sanitation-weeks 1/29 &	03/09/2018	14,000.00
	Account 54510 - Other Capital Outlays Totals	1	\$14,000.00
	Program 06016G - 2016 G Sanitation Carts Totals	1	\$14,000.00
	Department 06 - Controller's Office Totals	3	\$19,686.82
	Fund 978 - City 2016 GO Bond Proceeds Totals	3	\$19,686.82
		276	\$411,666.76



Board of Public Works Claim Register Invoice Date Range 02/26/18 - 02/26/18 Bank Fees for January 2018

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (50101) Department 01 - Animal Shekter Program 010000 - Main										
Account 53830 - Bank Charges 18844 - First Financial Bank, N.A.	06-Jan 18	06-Bank Fees Jan 2018	Paid by EFT # 21768		02/26/2018	02/26/2018	02/26/2018		02/26/2018	5.00
	DeotCC		21/00	Account	53830 - Bank (Charges Totals	I	nvoice Transaction	s 1	\$5.00
				1	Program 01000	0 - Main Totals	I	rvoice Transaction	s 1	\$5.00
				Departme	ent 01 - Animal	Shelter Totals	I	nvoice Transaction	5 1	\$5.00
Department 02 - Public Works Program 020000 - Main Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-Jan 18 DeotCC	06-Bank Fees Jan 2018	Paid by EFT # 21768		02/26/2018	02/26/2018	02/26/2018		02/26/2018	16.64
	DEDICC		21/00	Account	53830 - Bank (Charges Totals	I	nvoice Transaction	s 1	\$16.64
					Program 02000			nvoice Transaction		\$16.64
				Departi	ment 02 - Publi	c Works Totals	I	nvoice Transaction	s 1	\$16.64
Department 06 - Controller's Office Program 060000 - Main Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-Jan 18 DeptCC	06-Bank Fees Jan 2018	Paid by EFT # 21768		02/26/2018	02/26/2018	02/26/2018		02/26/2018	5.00
	Debice		11/00	Account	53830 - Bank	Charges Totals	1	nvoice Transaction	s 1	\$5.00
					Program 06000			nvoice Transaction		\$5.00
				Department (06 - Controller	's Office Totals	I	nvoice Transaction	s 1	\$5.00
Department 13 - Planning Program 130000 - Main Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-Jan 18 DeotCC	06-Bank Fees Jan 2018	Paid by EFT # 21768		02/26/2018	02/26/2018	02/26/2018		02/26/2018	5.00
	DEDICE		22700	Account	53830 - Bank	Charges Totals	I	nvoice Transaction	s 1	\$5.00
					Program 13000			nvoice Transaction		\$5.00
					partment 13 - F			nvoice Transaction		\$5.00
5 -4 452 B-44- 5-484- (5050)				Fund 101 -	General Fund	(50101) Totals	1	nvoice Transaction	s 4	\$31.64
Fund 452 - Parking Facilities(59502) Department 26 - Parking Program 260000 - Main Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	01-18 Garg Fees	26-Bank Fees Jan 2018	Paid by EFT # 21767		02/26/2018	02/26/2018	02/26/2018		02/26/2018	1,670.59
				Account	53830 - Bank	Charges Totals	I	nvoice Transaction	s 1	\$1,670.59
					Program 26000			nvoice Transaction		\$1,670.59
					Department 26 -	-		nvoice Transaction		\$1,670.59
Find 454 Alternative Tenance 4/66201)				Fund 452 - Pa	rking Facilities	(59502) Totals	1	nvoice Transaction	5 1	\$1,670.59
Fund 454 - Alternative Transport(\$6301) Department 02 - Public Works Program 020000 - Main										
Account 53830 - Bank Charges 18844 - First Financial Bank, N.A.	06-Jan 18	06-Bank Fees Jan 2018	Paid by EFT #		02/26/2018	02/26/2018	02/26/2018	1	02/26/2018	8.31
	DeotCC		21768	Account	53830 - Bank	Charges Totals	1	nvoice Transaction	s 1	\$8.31
					Program 02000	0 - Main Totals	I	nvoice Transaction	s 1	\$8.31
				-	ment 02 - Publi			nvoice Transaction	_	\$8.31
			Fun	d 454 - Alterna	itive Transport	•		nvoice Transaction		\$8.31
						Grand Totals	I	nvoice Transaction	s 11	\$1,710.54



Board of Public Works Claim Register Invoice Date Range 02/21/18 - 02/21/18 Utility Batch

Vendor	Invoice No.	Invoice Description	Status	Held Reason Invoice Date	Due Date	G/L Date Received D	Date Payment Date	Invoice Amount
Fund 101 - General Fund (50101)		index beautipoon						
Department 01 - Animal Shefter								
Program 010000 - Main								
Account 53510 - Electrical Services								
223 - Duke Energy	FACSUM-021418	19-CH/off site facilities-		02/21/2018	02/21/2018	02/21/2018	02/21/2018	2,314.67
		elect, summary billing-bill	6/362	Account 53510 - Electrical	Services Totals	Invoice Transac	ctions 1	\$2,314.67
				Program 01000		Invoice Transac		\$2,314.67
								\$2,314.67
				Department 01 - Anima	Shelter lotals	Invoice Transac	coons 1	\$2,314.67
Department 06 - Controller's Office								
Program 060000 - Main								
Account 53990 - Other Services and Charge 204 - State Of Indiana	022118	18-State License for	Paid by Check #	02/21/2018	02/21/2018	02/21/2018	02/21/2018	50.00
204 - State of Indiane	022110		67386	02/22/2010	04,24,2020	-2/24/2010	, , , , , , , , , , , , , , , , , , ,	
				3990 - Other Services and	Charges Totals	Invoice Transac	ctions 1	\$50.00
				Program 06000	O - Main Totais	Invoice Transax	ctions 1	\$50.00
				Department 06 - Controller	r's Office Totals	Invoice Transac	ctions 1	\$50.00
				Department of Control	2 Cinec Island	1110100 110100		*
Department 19 - Facilities Maintenance Program 190000 - Main								
Account 53510 - Electrical Services								
223 - Duke Energy	FACSUM-021418	19-CH/off site facilities-	Paid by Check #	02/21/2018	02/21/2018	02/21/2018	02/21/2018	9,983.00
		elect. summary billing-bill	67382					40.002.00
				Account 53510 - Electrical		Invoice Transac		\$9,983.00
				Program 19000	O - Main Totals	Invoice Transac	ctions 1	\$9,983.00
			De	partment 19 - Facilities Mair	ntenance Totals	Invoice Transa	ctions 1	\$9,983.00
				Fund 101 - General Fund	(50101) Totals	Invoice Transa	ctions 3	\$12,347.67
Sand 404 - Non-Parantina Talanam (6114	•\							
Fund 401 - Non-Reverting Telecom (S114 Department 25 - Telecommunications	•,							
Program 256000 - Services								
Account 53150 - Communications Contrac	t							
4170 - Comcast Cable Communications, INC	3550NKNSR-	28-3550 N Kinser Pike-	Paid by Check #	02/21/2018	02/21/2018	02/21/2018	02/21/2018	104.85
	020318	business Internet 2/16-	67380	03/31/3019	02/21/2018	02/21/2018	02/21/2018	116.01
4170 - Comcast Cable Communications, INC	3940NKNSR-	28-3940 N Kinser Pike- business internet/cable-	Paid by Check # 67381	02/21/2018	02/21/2018	V2/21/2010	V2/21/2010	110.01
	020818	PASSINGS HINGTHEN/COME.		t 53150 - Communications	Contract Totals	Invoice Transa	ctions 2	\$220.86
				Program 256000 -		Invoice Transa		\$220.86
				•		Invoice Transa		\$220.86
				Department 25 - Telecommu				\$220.86
			Fund 40	1 - Non-Reverting Telecom	(S1146) Totals	Invoice Transa	ictions 2	\$220.86
Fund 450 - Local Road and Street(50706)								
Department 20 - Street								
Program 200000 - Main								
Account 53520 - Street Lights / Traffic Si	nais Tresignsum-	20-Traffic Signal	Paid by Check #	02/21/2018	02/21/2018	02/21/2018	02/21/2018	2,913.66
223 - Duke Energy	20818	Summary electric bill-bill	67385	***************************************	,,			
	20010		Account 53	520 - Street Lights / Traffi	c Signals Totals	Invoice Transa	ctions 1	\$2,913.66
				Program 20000	00 - Main Totals	Invoice Transa	ctions 1	\$2,913.66
				Department 20	- Street Totals	Invoice Transa	ctions 1	\$2,913.66
			5 and	450 - Local Road and Stree		Invoice Transa		\$2,913.66
			runu -	450 - Local Road and 50 ec	((30700) 101015	Invoice manage		40,
Fund 451 - Motor Vehicle Highway(5070))							
Department 20 - Street								
Program 200000 - Main Account 53510 - Electrical Services								
		19-CH/off site facilities-	Paid by Check #	02/21/2018	02/21/2018	02/21/2018	02/21/2018	551.02
223 - Duke Energy	FACSUM-021418	elect, summary billing-bill						#EE1 02
	FACSUM-021418			Account 53510 - Electrical	Services Totals	Invoice Transa	actions 1	\$551.02
223 - Duke Energy	FACSUM-UZ1418		67382	Account 53510 - Electrical				•
	52418247-	elect, summary billing-bill 19-5treet Dept-gas bill	67382 Paid by Check #	Account 53510 - Electrical	Services Totals 02/21/2018	Invoice Transa 02/21/2018	02/21/2018	\$551.02 667.60
223 - Duke Energy Account 53540 - Natural Gas 222 - Vectren	52418247- 020618	elect. summary billing-bill 19-5treet Dept-gas bill 1/5-2/6/18	67382 Paid by Check # 67387	Account 53510 - Electrical 02/21/2018	02/21/2018	02/21/2018	02/21/2018	
223 - Duke Energy Account 53540 - Natural Gas	52418247- 020618 52414143-	elect. summary billing-bill 19-Street Dept-gas bill 1/5-2/6/18 19-Traffic Bidg-gas bill	67382 Paid by Check # 67387 Paid by Check #	Account 53510 - Electrical	02/21/2018	02/21/2018 02/21/2018	02/21/2018 02/21/2018	667.60 437.86
223 - Duke Energy Account 53540 - Natural Gas 222 - Vectren	52418247- 020618	elect. summary billing-bill 19-5treet Dept-gas bill 1/5-2/6/18	67382 Paid by Check # 67387	Account 53510 - Electrical 02/21/2018	02/21/2018 02/21/2018	02/21/2018	02/21/2018 02/21/2018	667.60 437.86 \$1,105.46
223 - Duke Energy Account 53540 - Natural Gas 222 - Vectren	52418247- 020618 52414143-	elect. summary billing-bill 19-Street Dept-gas bill 1/5-2/6/18 19-Traffic Bidg-gas bill	67382 Paid by Check # 67387 Paid by Check #	Account 53510 - Electrical 02/21/2018 02/21/2018 Account 53540 - Na	02/21/2018 02/21/2018	02/21/2018 02/21/2018	02/21/2018 02/21/2018 actions 2	667.60 437.86
223 - Duke Energy Account 53540 - Natural Gas 222 - Vectren	52418247- 020618 52414143-	elect. summary billing-bill 19-Street Dept-gas bill 1/5-2/6/18 19-Traffic Bidg-gas bill	67382 Paid by Check # 67387 Paid by Check #	Account 53510 - Electrical 02/21/2018 02/21/2018 Account 53540 - Na Program 2000	02/21/2018 02/21/2018 tural Gas Totals 00 - Main Totals	02/21/2018 02/21/2018 Invoice Transa Invoice Transa	02/21/2018 02/21/2018 actions 2 actions 3	667.60 437.86 \$1,105.46
223 - Duke Energy Account 53540 - Natural Gas 222 - Vectren	52418247- 020618 52414143-	elect. summary billing-bill 19-Street Dept-gas bill 1/5-2/6/18 19-Traffic Bidg-gas bill	67382 Paid by Check # 67387 Paid by Check # 67387	Account 53510 - Electrical 02/21/2018 02/21/2018 Account 53540 - Na Program 2000 Department 2	02/21/2018 02/21/2018 tural Gas Totals 00 - Main Totals 0 - Street Totals	02/21/2018 02/21/2018 Invoice Transa Invoice Transa	02/21/2018 02/21/2018 actions 2 actions 3 actions 3	667.60 437.86 \$1,105.46 \$1,656.48 \$1,656.48
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223 - Duke Energy Account 53540 - Natural Gas 222 - Vectren 222 - Vectren Fund 452 - Parking Facilities(\$9502) Department 26 - Parking Proyram 26000 - Main Account 53210 - Telephone 1079 - AT&T Account 53510 - Electrical Services	52418247- 020618 52414143- 020618 812334979002- 18	elect. summary billing-bill 19-Street Dept-gas bill 1/5-2/6/18 19-Traffic Bidg-gas bill 1/5-2/6/18 26-Pkg Garages-phone charges 1/8-2/17/18 19-CH/off site facilities-	Paid by Check # 67387 Paid by Check # 67387 Fund 4 Paid by Check # 67377 Paid by Check # 67377	Account 53510 - Electrical 02/21/2018 02/21/2018 Account 53540 - Na Program 2000 Department 2: 551 - Motor Vehicle Highwa 02/21/2018 Account 53210 - 1 02/21/2018 Account 53510 - Electrica	02/21/2018 02/21/2018 tural Gas Totals 00 - Main Totals 0 - Street Totals y(\$0708) Totals 02/21/2018 Gelephone Totals 02/21/2018	02/21/2018 02/21/2018 Invoice Transa Invoice Transa Invoice Transa Invoice Transa 02/21/2018 Invoice Transa 02/21/2018 Invoice Transa	02/21/2018 02/21/2018 02/21/2018 actions 2 actions 3 actions 3 02/21/2018 actions 1	667.60 437.86 \$1,105.46 \$1,656.48 \$1,656.48 \$1,656.48 386.39 \$386.39
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223 - Duke Energy Account 53540 - Natural Gas 222 - Vectren 222 - Vectren Fund 452 - Parking Facilities(\$9502) Department 26 - Parking Proyram 26000 - Main Account 53210 - Telephone 1079 - AT&T Account 53510 - Electrical Services	52418247- 020618 52414143- 020618 812334979002- 18	elect. summary billing-bill 19-Street Dept-gas bill 1/5-2/6/18 19-Traffic Bidg-gas bill 1/5-2/6/18 26-Pkg Garages-phone charges 1/8-2/17/18 19-CH/off site facilities-	67382 Paid by Check # 67387 Paid by Check # 67387 Fund 4 Paid by Check # 67377 Paid by Check # 67377	Account 53510 - Electrical 02/21/2018 02/21/2018 Account 53540 - Na Program 2000 Department 2 51 - Motor Vehicle Highwa 02/21/2018 Account 53210 - 1 02/21/2018 Account 53510 - Electrica Program 2600 Department 26	02/21/2018 02/21/2018 tural Gas Totals 0 - Main Totals 0 - Street Totals y(\$0708) Totals 02/21/2018 Celephone Totals 02/21/2018 I Services Totals 0 - Main Totals	02/21/2018 Invoice Transa	02/21/2018 02/21/2018 02/21/2018 02/0005 3 02/21/2018 02/21/2018 actions 1 02/21/2018 actions 1 actions 2	667.60 437.86 \$1,105.46 \$1,656.48 \$1,656.48 \$1,656.48 386.39 \$386.39 \$6,285.36 \$6,285.36 \$6,671.75
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REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

					Bank	
	Date:	Type of Claim	FUND	Description	Transfer	Amount
1	1/31/2018	EFT	804	H.S.A. EE	2/1/2018	16,291.37
2	2/2/2018	EFT	801	IACT	2/5/2018	782,424.06
3	1/31/2018	EFT	800	Workers Comp	2/5/2018	11,377.85
4	1/31/2018	EFT	800	Workers Comp	2/5/2018	603.59
5	1/31/2018	EFT	804	FLEX	2/1/2018	472.66
6	2/1/2018	EFT	604	FLEX	2/2/2018	1,000.63
7	2/2/2018	EFT	804	FLEX	2/5/2018	967.81
6	2/3/2018	EFT	604	FLEX	2/5/2018	179.79
9	2/4/2018	EFT	604	FLEX	2/5/2018	355.99
10	2/5/2018	EFT	804	FLEX	2/7/2018	175.68
11	2/6/2018	EFT	804	FLEX	2/7/2018	590.78
12	2/6/2018	EFT	804	FLEX	2/7/2018	488.17
13	2/7/2018	EFT	804	FLEX	2/9/2018	385.60
14	2/6/2018	EFT	804	FLEX	2/9/2018	852.66
15	2/9/2018	EFT	804	FLEX	2/12/2018	799.00
16	2/10/2018	EFT	804	FLEX	2/12/2018	853.55
17	2/11/2018	EFT	804	FLEX	2/12/2018	773.75
18	2/12/2018	EFT	804	FLEX	2/13/2018	249.33
19	2/13/2018	EFT	804	FLEX	2/14/2018	1,068.31
20	2/13/2018	EFT	804	FLEX	2/13/2018	312.31
21	2/14/2018	EFT	804	FLEX	2/14/2018	934.56
22	2/14/2018	EFT	804	FLEX	2/15/2018	520.53
27	2/16/2018	EFT	801	H.S.A. EE	2/15/2018	16,261.37
28	2/15/2018	EFT	804	FLEX	2/18/2018	381.34
29	2/16/2018	EFT	804	FLEX	2/19/2018	426.16
26	2/17/2018	EFT	804	FLEX	2/19/2018	717.95
30	2/18/2018	EFT	801	FLEX	2/19/2018	815.09
25	2/20/2018	EFT	804	FLEX	2/20/2018	810.00
24	2/20/2018	EFT	804	FLEX	2/20/2018	524.05
23	2/20/2018	EFT	804	FLEX	2/20/2018	752.59
31	2/21/2018	EFT	801	Gym/Massage	2/21/2018	9,582.00
32	2/20/2018	EFT	804	FLEX	2/21/2018	1,078.50
33	2/21/2018	EFT	804	FLEX	2/22/2018	249.00
34	2/22/2018	EFT	804	FLEX	2/23/2018	210.00
35	2/19/2018	EFT	800	Workers Comp	2/23/2018	40,776.58
36	2/19/2018	EFT	800	Workers Comp	2/23/2018	9,087.21
37	2/23/2018	EFT	804	FLEX	2/26/2018	2,416.99
38	2/24/2018	EFT	804	FLEX	2/26/2018	526.95
39	2/25/2018	EFT	804	FLEX	2/26/2018	130.60
40	2/27/2018	EFT	604	FLEX	2/28/2018	267.12
41	2/28/2018	EFT	800	Workers Comp	2/28/2016	1,038.40
42	2/28/2018	EFT	804	FLEX	2/27/2018	90.00
43	2/27/2018	EFT	801	H.S.A. ER	2/27/2018	1,505.18
44	2/27/2018	EFT	804	FLEX	2/27/2018	150.00
45		EFT	804	FLEX		
46		EFT	804	FLEX		
47		EFT	804	FLEX		
48		EFT	801	H.S.A. EE		
49		EFT	804	FLEX		
50		EFT	800	Workers Comp		
51		EFT	804	FLEX		
52		EFT	804	FLEX		
		LOWANCE OF CLAIM				909,255.06

ALLOWANCE OF CLAIMS

•	900	255.06	_	
•	ava,	200.W	_	

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

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
2/26/2018	Bank Fees				1,710.54
3/9/2018	Claims				411,666.76
2/21/2018	Sp Utility Cks				25,770.96
	Woodlawn Ave				
2/28/2018	Month Of February HSA	/WorkComp/MT & G	Sym/CIGNA		909,255.06
		·			1,348,403.32
		ALLOWANCE C	OF CLAIMS		
Dated this _	f <u>\$ 1,348,403.32</u> day of yo	ear of 20			
	that each of the above listed ith IC 5-11-10-1.6.	d voucher(s) or bill(s)	is (are) true and correct a	and I have audited same i	n