Board of Public Works Meeting April 16, 2019



AGENDA BOARD OF PUBLIC WORKS April 16, 2019

A Regular Meeting of the Board of Public Work to be held Tuesday April 16, 2019, at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana

I. MESSAGES FROM BOARD MEMBERS

II. <u>PETITIONS & REMONSTRANCES</u>

III. <u>CONSENT AGENDA</u>

- 1. Approve Minutes 4-2-19
- 2. Resolution 2019-33: Approve Renewal of Mobile Vendor to Operate in the Public Right of Way (Great White Smoke)
- 3. Resolution 2019-34: Approve Use of Public Street for 2019 Handmade Market (Saturday, June 8th)
- 4. Resolution 2019-36: Approve Request From the ITS Department to Dispose of Surplus Property Owned by the City of Bloomington
- 5. Approve Payroll

IV. <u>NEW BUSINESS</u>

- 1. Approve Acceptance of Showers Office and Research Center Amendment #1 Final Plat
- 2. Approve Request from City of Bloomington Utilities for Temporary Road Closure on N. Jordan Ave. (Monday, May 20th – Friday, June 28th)
- 3. Resolution 2019 37: Approve Right-of-Way Encroachment at 918 N. Woodburn Ave.
- 4. Approve Change Order #1 for W. 17th Street Reconstruction Project
- 5. Approval of Supplemental #1 for Preliminary Engineering Services with WSP USA Inc., for Sare Rd. Multiuse Path and Intersection Improvements Project
- 6. Resolution 2019 35: Approval of Public Need Resolution for Sare Rd. Multiuse Path and Intersection Improvements Project
- 7. Approve Awarding of Contracts for Acceptance of Yard Waste and Vacuumed Leaves to Green Earth Recycling & Composting
- 8. Approve MOU with Loren Wood Builders, LLC at B-Town Co-Housing Project on E. Short St.

V. <u>STAFF REPORTS & OTHER BUSINESS</u>

VI. <u>APPROVAL OF CLAIMS</u>

VII. <u>ADJOURNMENT</u>

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

The Board of Public Works meeting was held on Tuesday, April 2, 2019, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Beth H. Hollingsworth presiding.

Present: Beth H. Hollingsworth Dana Palazzo REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

ROLL CALL

City Staff: Adam Wason – Public Works Michael Large – Public Works Melissa Hirtzel – Public Works Ryan Daily – Public Works Jackie Moore – City Legal Norman Mosier – Housing and Neighborhood Development Sean Starowtiz – Economic and Sustainable Dev. Alex Crowley – Economic and Sustainable Dev. Sara Gomez – Planning and Transportation Elizabeth Carter – Planning and Transportation Roy Aten – Planning and Transportation Dave Williams – Parks and Recreation

None

None

None

MESSAGES FROM BOARD MEMBERS

<u>PETITIONS &</u> <u>REMONSTRANCES</u>

OPEN SEALED BIDS & QUOTES

<u>TITLE IV</u> ENFORCEMENT

Permission to Abate Parcel # 53-08-01-300-033.011-009

Norman Mosier, Housing and Neighborhood Development, presented Permission to Abate Parcel #53-08-01-300-033.011-009, northeast corner of Smith Road and Moores Pike.

Palazzo made a motion to approve Permission to Abate Parcel #53-08-01-300-033.011-009. Hollingsworth seconded. Motion is passed.

CONSENT AGENDA

- 1. Approve Minutes 3-19-19
- 2. Approve 2019 Food Truck Fridays presented by The Chocolate Moose on Maker Way in the Trades District
- 3. Resolution 2019 23: Approve Renewal of Mobile Vendor to Operate in the Public Right-of-Way (Limestone BBQ)
- 4. Resolution 2019 29: Approve Renewal of Mobile Vendor to Operate in the Public Right-of-Way (La Poblana)
- 5. Resolution 2019 30: Approve Request From the Planning & Transportation Department to Dispose of Surplus Property Owned by the City of Bloomington
- 6. Approve Noise Permit for Bloomington High School North, NorthStock Music Festival (Friday, May 10th)
- Resolution 2019 32: Approve Spring Cleanup & Potluck Block Party in the Eastern Heights Neighborhood (Saturday, April 27th)
- 8. Approve Addendum #1 to the 2018 Deicing Materials Contract with Cargill
- 9. Approve Outdoor Lighting Agreements with Duke Energy on N. Fee Lane & E. 10th Street
- 10. Approve Service Contract with City Lawn, LLC for Mowing, Vegetation Removal and Turf Maintenance Services
- 11. Approve Service Contract with Wylie's Floor Covering, Inc. for Maintenance and Repair of Flooring, Carpeting, and Base Moldings
- 12. Approve Service Contract with Bruce Home Improvements, Inc. for Maintenance and Repair of Overhead Doors and Associated Equipment
- 13. Approve Payroll

Palazzo made a motion to approve the items on the consent agenda. Hollingsworth seconded the motion. Motion is passed. Consent agenda is approved. Sean Starowitz, Economic and Sustainable Development, presented Resolution 2019 – 31: Approve Use of Public Right-of-Way for 2019 Pridefest Bloomington

Board Comments: Kyle Hayes from Pridefest came to the meeting to answer any questions the board had. Hollingsworth asked Hayes if all businesses had been notified and if there had been any negative responses. Hayes said they did reach out to businesses and only had a few responses and they were all in support of Pridefest. Palazzo needed clarification on the ending time of Pridefest. Starowitz said they added in extra time for set-up and tear downs. He confirmed that Pridefest will end at 11:00 P.M.

Palazzo made a motion to approve Resolution 2019-31: Approve Use of Public Right-of-Way for 2019 Pridefest Bloomington. Hollingsworth seconded. Resolution is approved.

Alex Crowley, Economic and Sustainable Development, presented to Approve Electric Scooter Interim Operating Agreement with Skinny Labs, Inc., dba Spin. See meeting packet for details.

Palazzo made a motion to Approve Electric Scooter Interim Operating Agreement with Skinny Labs, Inc., dba Spin. Hollingsworth seconded. Motion is passed.

Dave Williams, Parks and Recreation, presented to Approve Conveyance of City Surplus Real Property at Switchyard Park. See meeting packet for details.

Palazzo made a motion to Approve Conveyance of City Surplus Real Property at Switchyard Park. Hollingsworth seconded. Motion is passed.

NEW BUSINESS

Resolution 2019 – 31: Approve Use of Public Right-of-Way for 2019 Pridefest Bloomington

Approve Electric Scooter Interim Operating Agreement with Skinny Labs, Inc., dba Spin

Approve Conveyance of City Surplus Real Property at Switchyard Park Roy Aten, Planning and Transportation, presented to Approve Awarding of Contract for Downtown Curb Ramp Improvements Project Phase II to Groomer Construction. See meeting packet for details.

Board Comments: Palazzo wanted to make sure their department is coordinating with other events downtown during this construction. Hollingsworth asked if the city has to let the board know if they are closing a sidewalk. Aten said since they have to have this contract approved they are approving the sidewalk to be closed.

Palazzo made a motion to Approve Awarding of Contract for Downtown Curb Ramp Improvements Project Phase II to Groomer Construction. Hollingsworth seconded. Motion is passed.

Sara Gomez, Planning and Transportation, presented to Approve Request from Crider & Crider Inc., for Temporary Road Closures on N. Range Rd. See meeting packet for details.

Board Comments: Hollingsworth asked if they will still have signage up. Gomez said they should put signs up before construction starts. Palazzo made a comment that this construction will be during the IU Commencement. Palazzo was afraid that the construction would affect the commencement. Bill Williams, Crider & Crider Inc., said there has been a lot of coordination with anybody who will be affected by the construction site. Williams sees no issues with their construction affecting traffic for the commencement.

Palazzo made a motion to Approve Request from Crider & Crider Inc., for Temporary Road Closures on N. Range Rd. Hollingsworth seconded. Motion is passed.

Gomez presented to Approve Request from Crider & Crider Inc., for Temporary Road Closures on Old N. SR 37. See meeting packet for details.

Board Comments: Hollingsworth asked if the Monroe County school system has been notified. Gomez confirmed that Williams reached out to them.

Approve Awarding of Contract for Downtown Curb Ramp Improvements Project Phase II to Groomer Construction

Approve Request from Crider & Crider Inc., for Temporary Road Closures on N. Range Rd. (Monday, April 15th-Monday May 15th)

Approve Request from Crider & Crider Inc., for Temporary Road Closures on Old N. SR 37 Palazzo made a motion to Approve Request from Crider & Crider Inc., for Temporary Road Closures on Old N. SR 37. Hollingsworth seconded. Motion is passed.

Gomez presented to Approve Request from Duke Energy for Lane Closure Extension on N. Smith Rd. See meeting packet for details.

Board Comments: Hollingsworth needed confirmation that there will be no overnights. Gomez confirmed; she stated it will be from 9:00 A.M - 5:00 P.M.

Palazzo made a motion to Approve Request from Duke Energy for Lane Closure Extension on N. Smith Rd. Palazzo seconded. Motion is passed.

Elizabeth Carter, Planning and Transportation, presented to Approve Acceptance of Patterson Park Phase III Final Plat. See meeting packet for details.

Board Comments: Hollingsworth asked if this Plat was being sold. Carter confirmed.

Palazzo made a motion to Approve Acceptance of Patterson Park Phase III Final Plat. Hollingsworth seconded. Motion is passed.

Ryan Daily, Public Works, presented to Approve Awarding Contract for the Morton Street Parking Garage Repair to The Blakley Corporation. See meeting packet for details.

Palazzo made a motion to Approve Awarding Contract for the Morton Street Parking Garage Repair to The Blakley Corporation. Hollingsworth seconded. Motion is passed. Approve Request from Duke Energy for Lane Closure Extension on N. Smith Rd. (Monday, April 1st-Wednesday May 1st)

Approve Acceptance of Patterson Park Phase III Final Plat

Approve Awarding Contract for the Morton Street Parking Garage Repair to The Blakley Corporation Adam Wason, Public Works, presented to Approve Awarding of Contracts for Acceptance of Yard Waste and Vacuumed Leaves to Green Earth Recycling & Composting. See meeting packet for details.

Board Comments: Palazzo made a comment on pricing. Wason said there is a significant jump in pricing but we are limited in our options. Palazzo asked if this contract was only for a year. Wason said yes. Jackie Moore, City Legal, told Wason it was for 2 years. Knowing that, Wason wanted to table this discussion for the next board meeting.

Palazzo made a motion to table the motion. Hollingsworth seconded. Motion is tabled.

Wason says the city has kicked off Brighten B-Town. It's a coordinated event with Parks and Recreation, Public Works, and City of Bloomington Utilities. It helps with the cleanliness of the city. They are taking a zone based approach from now until October. The visual impact should be quite apparent. He also wanted to let the public know the yard waste containers are now available. Just call the Sanitation Department at 812-349-3443.

Palazzo had a question about the donations over \$5,000 line. She wanted to know if those were donations. Wason said whenever there are donations, and they buy supplies from the donated money, they have to take the funds out of the donation fund line.

Palazzo made a motion to approve claims in the amount of \$376,767.78. Hollingsworth seconded. Motion is passed. Claims are approved.

Hollingsworth called for adjournment. Meeting adjourned at 6:04 P.M.

STAFF REPORTS & OTHER BUSINESS

APPROVAL OF CLAIMS

ADJOURNMENT

Approve Awarding of Contracts for Acceptance of Yard Waste and Vacuumed Leaves to Green Earth Recycling & Composting Accepted by:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event:	Mobile Vendor in Right of Way – Resolution 19-33
Petitioner/Represe	ntative: David White of Great White Smoke LLC
Staff Representativ	e: Laurel Waters
Meeting Date:	April 16, 2019

David White, owner Great White Smoke LLC has applied to renew his Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling barbecue.

This application is for one year.

Staff is supportive of the request.

Recommend Approval Denial by Laurel Waters

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2019-33

Mobile Vendor in Public Right of Way David White, Great White Smoke LLC

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, David White, Great White Smoke LLC, ("Vendor") intends to seek renewal of 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 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

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;

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, beginning on April 17, 2019, and ending on April 16, 2020.

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 16 DAY OF APRIL, 2019.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2019-33** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Date: _____

David White, Owner Great White Smoke LLC



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

CITY OF BLOOMINGTON 812-349-3418

1. License Length and Fee Application

Length of License:	24 Hours	☐ 3 Days	Days	D 30 Days	3 Months	6 Months	1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

2. Applicant Information

Name:	David White				
Title/Position:	Dwines				
Date of Birth:	02/06/1491				
Address:	8503 E. MaVille road		· ·		
City, State, Zip:	Sonksberry 1. 1. 47.459				
E-Mail Address:	gusdav@gmail.com				
Phone Number:		Mobile Phone:	-312-9	29-8959	

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 Info	rmation		
Name of Employer:	Great	Willite	Smole
Address of Employer:	96563	E W	wille a

City, State, Zip:	Bodsterry 1	N 4749	, 9			
Employment Start Date:	10/11/201		End Date (If	known):	Correct	
Phone Number:	812-929-	8959				
Website / Email:	guos dav @g	zmail.com	••			
Company is a:	∏ Limited Liability Corporation (LLC)	Corporation	Partnership	Sole Proprietor	Other:	

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 Devis	(White	Address 8503 E	WeV ille	rd Selsberry	12 47459
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6. Company Incorporation Information (For Corporations and LLCs Only)

10/01/2013

Indiana

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

Planned hours of operation:

Place or places where you will conduct

business (If private property, attach

written permission from property owner):

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

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

municipality, revoked?

(If Yes) Provide details

11a-3" 17th of Wolnut oren. Across from Mense county Health Dept.

Please Attach

No

Great White Smoke

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

A copy of the Indiana registration for the vehicle

X / 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.

ightarrow 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

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

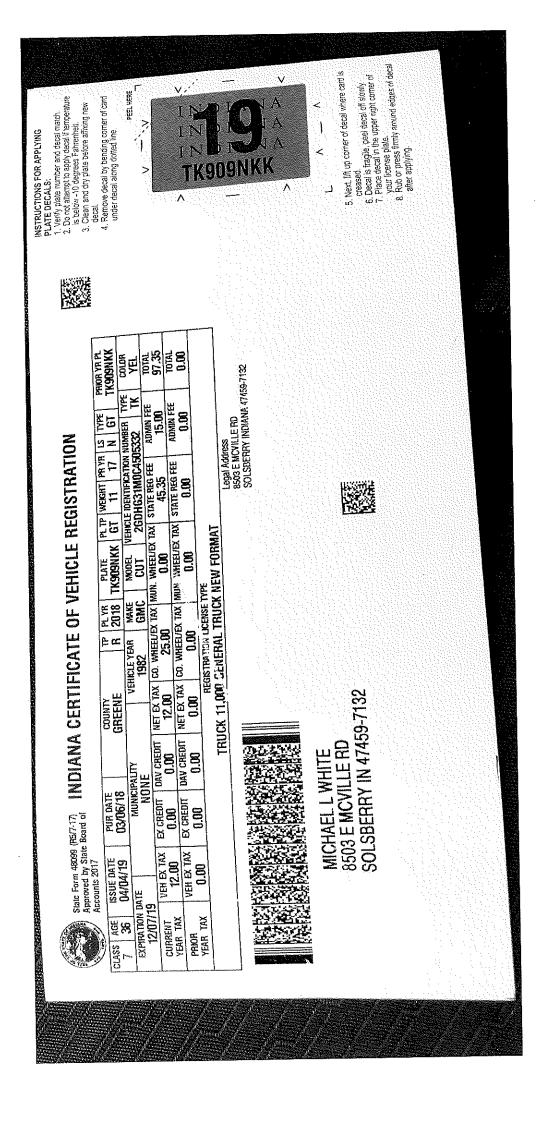
For City Of Bloomington Use Only

Date Received:

Received By:

Date Approved:

Approved By:



CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET COMPANY PERFORMING INSPECTION 812606-720 PHONE # INSPECTOR'S NAME INSPEC nr's pre 4 DATE OF INSPECTION TAXICAB COMPANY VEHICLE YEAR 1982 MAKE GMC MODEL MOC 4505330 VIN . COMMENTS FAIL PASS LIGHTS V (Front & Rear) FLASHERS REFLECTORS HORN WINDSHIELD WIPERS MIRRORS SEATBELTS **BUMPER HEIGHT** ALL WINDOWS MUFFLER TIRES BRAKES DOORS **GENERAL CONDITION** OF VEHICLE

Attach this completed Inspection Sheet with your permit or renewal application and remit to: City of Bloomington Department of Economic and Sustainable Development 401 N. Morton St. Bloomington, Indiana 47404 812-349-3419 Additional Comments by Inspector:____

4 Inspector Signature Date:

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

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John Hamilton Mayor CITY OF BLOOMINGTON 401 N. Morton St Suite 130 P.O. Box 100 Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT p. 812.349.3418 f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

- 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

Signature

Date Release Signed

State of Indiana Office of the Secretary of State

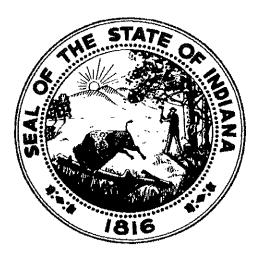
CERTIFICATE OF ORGANIZATION

of

GREAT WHITE SMOKE LLC

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, April 15, 2014.



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 15, 2014

Corrie Lawson

CONNIE LAWSON. SECRETARY OF STATE

2014041502032 / 2014041502033

RECEIVED 04/15/2014 03:50 PM

APPROVED AND FILED CONNIE LAWSON INDIANA SECRETARY OF STATE 4/15/2014 4:18 PM

ARTICLES OF ORGANIZATION

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

ARTICLE I - NAME AND PRINCIPAL OFFICE

GREAT WHITE SMOKE LLC

ARTICLE II - REGISTERED OFFICE AND AGENT

DAVID WHITE 9048 S POINTE RIDGE LANE, BLOOMINGTON, IN 47401

ARTICLE III - GENERAL INFORMATION

What is the latest date upon which the entity is to Perpetual dissolve?: Who will the entity be managed by?: Managers Effective Date: 4/15/2014 Electronic Signature: DAVID M WHITE IRS DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023

Date of this notice: 10-01-2013

Employer Identification Number: 46-3773507

Form: SS-4

Number of this notice: CP 575 G

GREAT WHITE SMOKE DAVID MICHAEL WHITE SOLE MBR 9048 S POINTE RIDGE LANE 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 46-3773507. 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.

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 GREA. 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 G (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 G

99999999999

	Telephone Number) -	Best Time to Call	DATE OF THIS NOTICE: EMPLOYER IDENTIFICATIO FORM: SS-4	10-01-2013 N NUMBER: NOBOD	46-3773507
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INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 հետևեսներեներիներիներիներիներիներին

GREAT WHITE SMOKE DAVID MICHAEL WHITE SOLE MBR 9048 S POINTE RIDGE LANE BLOOMINGTON, IN 47401

John Hamilton Mayor CITY OF BLOOMINGTON 401 N. Morton St Suite 130 P.O. Box 100 Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT p. 812.349.3418 f. 812.349.3520

Prohibited Location Agreement

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

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

- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- € No mobile food vendor unit shall locate in an alleyway.
- € Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- € Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- € No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- € No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- € No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- \in 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 abovedescribed prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:	
Name: Would	White
Signature:	- WALK
Date: $3^{-}(-)^{4}$	

John Hamilton Mayor CITY OF BLOOMINGTON 401 N. Morton St Suite 130 P.O. Box 100 Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT p. 812.349.3418 f. 812.349.3520

Standard of Conduct Agreement

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

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

- € Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- € A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- € No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone 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;
 - Provide a barrier between the grill or device and the general public;
 - The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
 - € Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
 - € No mobile food vendor unit shall ever be left unattended
 - € Mobile food vendor units shall not be stored, parked or left overnight on any City property
 - € All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
 - € All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
 - € No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
 - € All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
 - € All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
 - € No mobile food vendor shall have a drive-thru
 - € The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

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

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

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

Vendor:
Name: $N_{avid} = M_{avid} = M_{$
Signature: SMUAD
Date: <u>3~1~19</u>

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: 04/04/2019

Business Name: Great White Smoke Address: 108 S ROGERS ST Food Cart Bloomington, IN 47402

Phone: CELL 812-322-5738

The following permit has been issued:

Permit No. 19-00148

Type:FOOD Temporary Vender/Cooking

Issued Date: 04/04/2019 Effective Date: 04/04/2019 Expiration Date: 04/04/2020

Notes: Smoker to be minimum of 10' from any structures or vehicles.

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

Please contact City of Bloomington for more information.

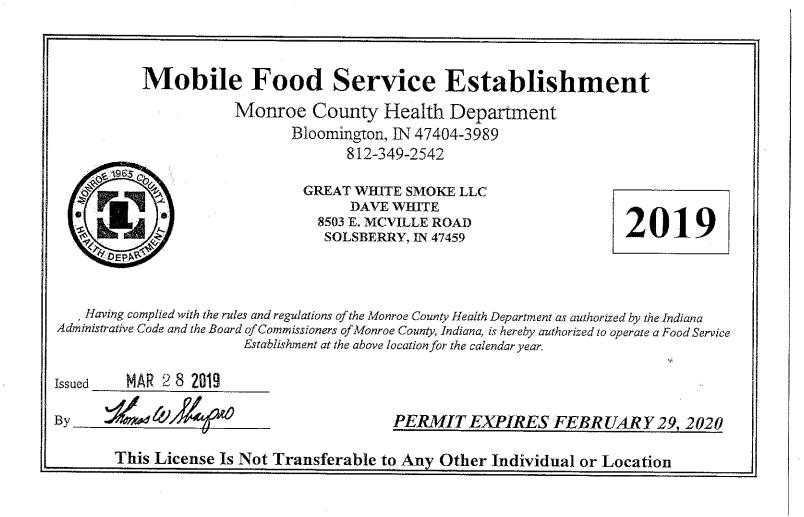
Inspector: Tim Clapp

Timothe KClapp

Date 4/4/2019

3/29/2019



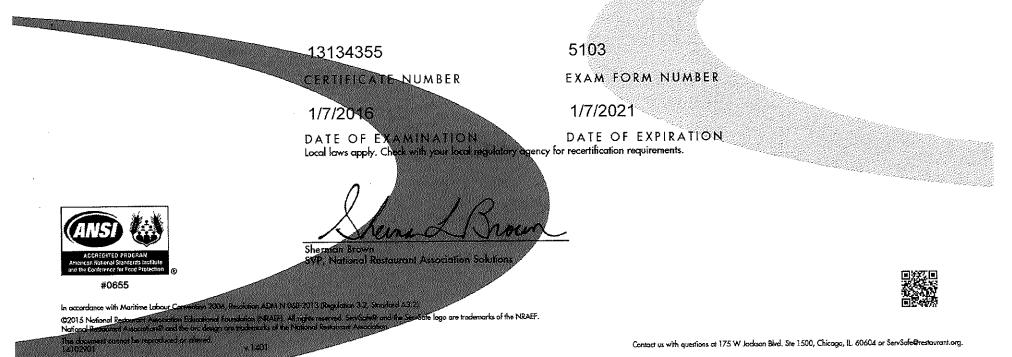


ServSafe National Restaurant Association

ServSafe® CERTIFICATION

MICHAEL WHITE

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).



myBMV - Detailed Registration Information (Printable Version)



CUSTOMER NAME:	MICHAEL L WHITE
Make:	GMC
Year:	1982
Model:	CUTAWAY VAN G3500
VIN/HIN:	2GDHG31M0C4505332
Plate Number:	TK909NKK
LAST RENEWAL DATE:	03/07/18
NEXT RENEWAL DATE:	12/07/18

2018 Registration Fees	
AGE:	36
VEHICLE EXCISE TAX:	\$12.00
COUNTY VEHICLE EXCISE/WHEEL TAX:	\$25.00
MUNICIPAL VEHICLE EXCISE/WHEEL TAX:	\$0.00
GROUP FEE:	\$0.00
SPECIAL REG. FEE:	\$0.00
REG. FEE:	\$30.35
TRANSPORTATION INFRASTRUCTURE IMPROVEMENT	:\$15,00
SUPPLEMENTAL FEE:	\$0.00
ADMIN:	\$15.00
Total:	\$97.35

https://secure.in.gov/BMV/mybmv/MyRegistration/PrintDetail.aspx?lkjaywcmq=0b9e14c... 3/29/2019

John Hamilton		
Mayor		
CITY OF BLOOMINGTON		
401 N. Morton St Suite 130		
P.O. Box 100		
Bloomington, Indiana 47402		

DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT p. 812.349.3418

(Name of Special Event)

f. 812.349.3520

Special Event Consent

UC , to conduct solicitation This letter authorizes (Name of mobile vendor) within one-block radius of the following Special Event:

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

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

Special Event Representative:	Mobil Vendor:
Name:	Name: frond While
Signature:	Signature: M. WELT
Date:	Date: 3 (- 19
Telephone Number:	Telephone Number: <u>817 929-8959</u>



Board of Public Works Staff Report

Project/Event: Request to use East 6th Street for Bloomington Handmade Market
Staff Representative: Sean Starowitz
Petitioner/Representative: Talia Halliday
Date: April 16, 2019

Report: Bloomington Handmade Market is requesting to use East 6th Street between North College Avenue and North Walnut Street on Saturday, June 8, 2019 from 5:00 a.m. on until 6:00 p.m. for the 2nd outdoor Bloomington Handmade Market. The event will run from 9:00 a.m. to 3:00 p.m. They expect to have 40 or more handmade makers selling their wares. Cardinal Spirits will create a "lounge" for 21 and up. They will partner with other art organizations to provide an educational arts aspect for young and old, and have a DJ and sound system. They inspire to create a one of a kind Bloomington experience to start the summer off in style. Noise Waiver included in Resolution.

Nearby business have been notified of this meeting.

Recommend Approval Denial by Sean Starowitz

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS RESOLUTION 2019 - 34

BLOOMINGTON HANDMADE MARKET

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

WHEREAS, Bloomington Handmade Market has requested use of city streets to conduct a street event; and

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

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

- 1. The City of Bloomington Board of Public Works agrees that a portion of the following City Street may be utilized to conduct the Bloomington Handmade Market event between the hours of 5 a.m. on Saturday, June 8, 2019 until 6 p.m. Saturday, June 8, 2019: East 6th Street between North College Avenue and North Walnut Street.
- 2. The street closure outlined above is for the purposes of allowing Bloomington Handmade Market to provide a community event of high quality that is mutually beneficial to participants and the community on Saturday, June 8, 2019.
- 3. Bloomington Handmade Market shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
- 4. Bloomington Handmade Market shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Bloomington Handmade Market shall obtain, and place at Bloomington Handmade Market's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Bloomington Handmade Market agrees to close the streets not before 5 a.m. on Saturday, June 8, 2019 and to remove barricades and signage by 6 p.m. on Saturday, June 8, 2019.
- 5. By granting permission to utilize City property to facilitate this activity, 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 until 3 p.m. on the day of the event.
- 6. Bloomington Handmade Market will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any

signs posted as part of the event. Cleanup shall be completed by 6 p.m. on Saturday, June 8, 2019.

- 7. Bloomington Handmade Market shall be responsible for notifying the general public, public transit and public safety agencies of the street restrictions in advance by notice at least 48 hours in advance.
- 8. In consideration for the use of the City's property and to the fullest extent permitted by law, Bloomington Handmade Market, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
- 9. ______, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 16th DAY OF APRIL, 2019.

BOARD OF PUBLIC WORKS:

BLOOMINGTON HANDMADE MARKET

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

Printed Name

Signature

Position

April 16

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:	Talia Halliday		
Contact Phone:	812-345-9607	Mobile Phone:	8123459607
Title/Position:	Organizer		
Organization:	Bloomington Handmade Market		
Address:	116 N Walnut		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	bloomingtonhandmademarket@gmail.com		
Organization E-Mail and URL:	Bloomingtonhandmademarket.com		
Org Phone No:	812-345-9607	Fax No:	

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

Organization Name:	Lotus Education and Arts Foundation		
Address:	105 S. Rogers	105 S. Rogers	
City, State, Zip:	Bloomington, IN 47404	······································	
Contact E-Mail Address:	loraine@lotusfest.org	·	
Phone Number:	<u>(812) 336-6599</u>	Mobile Phone:	
Organization Name:	Cardinal Spirits		
Address:	922 South Morton Street		
City, State, Zip:	Bloomington, IN		
E-Mail Address:	events@cardinalspirits.com		
Phone Number:	812-325-4310 Mobile Phone:		
Organization Name:	Wonderlab Science Museum		
Address:	308 W. 4h St		
City, State, Zip:	Bloomington		
E-Mail Address:	colleen@wonderlab.org		
Phone Number:	(812) 337-1337 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 8, 2019	
Time of Event:	Start: 9 am End: 3 pm	
Setup/Teardown time Needed	Date: June 8 2019 Start: 5 a	m Date: June 8 2019 End: 6pm
Calendar Day of Week:	Saturday	
Description of Event:	Bloomington Handmade Market is an independent craft fair featuring the work of artists, makers, and craftspersons from all over the Midwest. BHM began in 2009 and has hosted 16 markets over the past nine years. This will be our second annual Summer Fair held on 6 th St in Downtown Bloomington. We will be host to 40 handmade makers selling their wares. We will partner with local craft distiller Cardinal Spirits to create a 'lounge' 21+ as well as 6 th Street restaurants that are already present at the venue. From there we will partner with other arts organizations to provide an educational arts aspect for young and old as well as having a DJ and sound-system to create a one of a kind Bloomington experience to start the summer off in style.	
Expected Number of Participants:	2000 attendees 40 vendors	Expected # of vehicles (Use of Parking Spaces to close): closing 6 th Street btwn College and Walnut

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
Noise Permit application

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)

For City Of Bloomington Use Only

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

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

Greetings,

My name is Talia Halliday and I'm writing on behalf of the Bloomington Handmade Market. This year we are planning to host our second annual Summer Fair, Bloomington Handmade Market on June 8th from 9am-3pm on 6th Street between College and Walnut Streets Downtown. With this market we're hoping to become a central part of downtown and create an outdoor festival unlike any other. Our market will boast 40 independent makers, a craft distillery, a DJ, as well as two community craft booths sponsored by Lotus and Wonderlab to create memories with young children and their families. We are looking to kick-off the summer season with a bang, complementing your local businesses with an indie craft fair and a DJ to create a fun 'block party' esque atmosphere. We hope that we can all work together to create a welcoming atmosphere for our indie craft fair, and downtown, for years to come.

(For reference, the Bloomington Handmade Market began in 2009 at the Waldron, and has since been hosted at the Convention Center every second Saturday in November in addition to our spring shows at Fountain Square Mall. While I organize BHM with a solid team of volunteers and staff, I also own Gather, a local retail shop located on the square at 116 N. Walnut. My heart lies in downtown Bloomington success.)

NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Bloomington Handmade Market.

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

The proposal for Bloomington Handmade Market will be on file and may be examined in the Public Works office on the Friday () prior to the Tuesday () meeting.

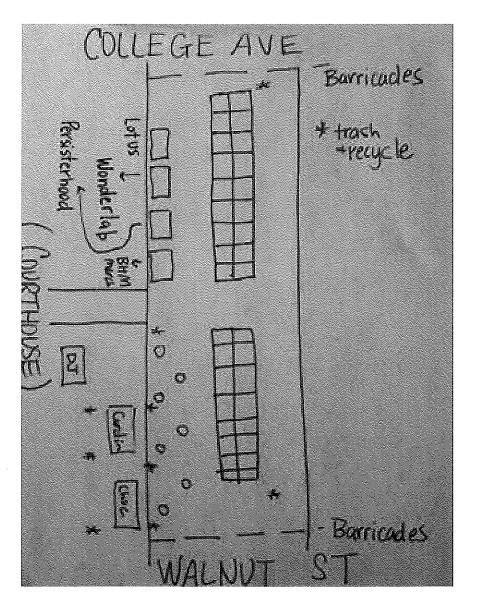
All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email <u>public.works@bloomington.in.gov</u>. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS CITY OF BLOOMINGTON, INDIANA

PETITIONER: DATE:

Maintenance of Traffic Plan

- 6th Street between College and Walnut Streets will be closed.
- All parking spaces on this stretch of 6th St will need no parking signs (approx. 24 spaces)
- At each end of 6th Street (on College and on Walnut) there will be barricades
- Barricades to be provided, if permitted, by the police who have recently purchased barricades as well as vehicles
- If Bloomington Police cannot provide barricades, will work with the Warehouse to rent those that they have
- On both College and Walnut, at the entrance to 6th St, a "Road closed" sign will be necessary
- As well as "turn right only" signage to indicate the one way road





CITY OF BLOOMINGTON

DEPARTMENT OF PUBLIC WORKS DEPARTMENT OF ECONOMIC & SUSTAINABLE DEVELOPMENT

401 N Morton St Suite 150 PO Box 100 Bloomington IN 47402

ESD 812.349.3418 PW 812.349.3410

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington Department of Economic and Sustainable Development



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:	Talia Halliday		
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Address:	116 N Walnut		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	bloomingtonhandmademarket@gmail.com		
Organization E-Mail and URL:	Bloomingtonhandmademarket.com		
Org Phone No:	812-345-9607	Fax No:	

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

Organization Name:	Lotus Education and Arts Foundation	
Address:	105 S. Rogers	
City, State, Zip:	Bloomington, IN 47404	
Contact E-Mail Address:	loraine@lotusfest.org	
Phone Number:	<u>(812) 336-6599</u>	Mobile Phone:
Organization Name:	Cardinal Spirits	
Address:	922 South Morton Street	
City, State, Zip:	Bloomington, IN	
E-Mail Address:	events@cardinalspirits.com	
Phone Number:	812-325-4310 Mobile Phone:	
Organization Name:	Wonderlab Science Museum	
Address:	308 W. 4h St	
City, State, Zip:	Bloomington	
E-Mail Address:	colleen@wonderlab.org	
Phone Number:	<u>(812) 337-1337</u>	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 8, 2019	
Time of Event:	Start: 9 am End: 3 pm	
Setup/Teardown time Needed	Date: June 8 2019 Start: 5 a	m Date: June 8 2019 End: 6pm
Calendar Day of Week:	Saturday	
Description of Event:	Bloomington Handmade Market is an independent craft fair featuring the work of artists, makers, and craftspersons from all over the Midwest. BHM began in 2009 and has hosted 16 markets over the past nine years. This will be our second annual Summer Fair held on 6 th St in Downtown Bloomington. We will be host to 40 handmade makers selling their wares. We will partner with local craft distiller Cardinal Spirits to create a 'lounge' 21+ as well as 6 th Street restaurants that are already present at the venue. From there we will partner with other arts organizations to provide an educational arts aspect for young and old as well as having a DJ and sound-system to create a one of a kind Bloomington experience to start the summer off in style.	
Expected Number of Participants:	2000 attendees 40 vendors	Expected # of vehicles (Use of Parking Spaces to close): closing 6 th Street btwn College and Walnut

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
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 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 DNot 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
Noise Permit application Not applicable
Waste and Recycling Plan if more than 100 participates (template attached)

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

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

 •
 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 (use police barricades??) 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 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 D 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
Beer & Wine Permit (if applicable, Upland or Function will provide)
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.
If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection) In discussion with King Dough and other local food truck – will provide Licenses when committed
Waste and Recycling Plan if more than 100 participates (template attached)

8. CHECKLIST

Determine what type of Event
Complete application with attachment 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)

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	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 812-349-3589

Application and Permit Information

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

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

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

Event and No	ise Ir	nformation					
Name of Event: Bloomington Handmade Market							
Location of Event: Downtown Bloomington 6 th Street Between College And Walnut						ge And Walnut	
Date of Event:		June 8, 2019				Start: 9am	
Calendar Day of Week:		Saturday			Time of Event:	End: 3 pm	
Description of Event: Bloomington Handmade Market is an independent craft fair featuring the work of artists, makers, and craftspersons from all over the Midwest. BHM began in 2009 and has hosted 16 markets over the past nine years. This summer market will be our first foray into an outdoor festival. We will be host to 40 handmade makers selling their wares. We will partner with local craft distiller Cardinal Spirits to create a 'lounge' 21+ as well as 6 th Street restaurants that are already present at the venue. From there we will partner with other arts organizations to provide an educational arts aspect for young and old as well as having a DJ and sound-system to create a one of a kind Bloomington experience to start the summer off in style.						. BHM began in 2009 ummer market will be handmade makers ardinal Spirits to re already present at zations to provide an a DJ and sound- start the summer off	
Source of Noise:		DJ	Instrument		Loudspeaker	Will Noise be Amplified? X Yes No	
Is this a Charity Event?		Yes x No	If Yes, to Benefit:				
Applicant Inf	orma	tion					
Name:	Talia	a Halliday					
Organization:	Blo	omington Hand	lmade Market		Title:	Organizer	
Physical Address:	116	6 N. Walnut					
Email Address:	bloc	omingtonhandn	nademarket@gmail.co	<u>m</u>	Phone Number:	812-345-9607	
Signature:					Date:	2/25/19	
FOR CITY OF	BLOC	DMINGTON U	SE ONLY				

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

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

Waste and Recycling Management Plan Template

Event name: Bloomington Handmade Market Number of expected attendees: 2000 Number of food vendors: 1 or 2 Number of other vendors: 40

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 <u>Downtown</u> <u>Bloomington, Inc.</u>

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

Type of waste	Collection plan
Containers	Recycling bins from DBI, waste bins
	from Republic
Mixed paper	Recycling bins from DBI, waste bins
	from Republic
Food waste	Waste bins from Republic

*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, preevent 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.

- 3 totes will be rented from Republic Services and placed near the food vendor area for ease of access.
- In addition, recycling bins from DBI will be utilized and also placed near the food vendor area.
- Republic will collect the totes at the end of the day and BHM staff will take care of the recycling area.
- Proper signage for both recycling and waste will be present in the area.
- Talia Halliday organizer, will oversee all of the above.

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,

My name is Talia Halliday and I'm writing on behalf of the Bloomington Handmade Market. This year we are planning to host our second annual Summer Fair, Bloomington Handmade Market on June 8th from 9am-3pm on 6th Street between College and Walnut Streets Downtown. With this market we're hoping to become a central part of downtown and create an outdoor festival unlike any other. Our market will boast 40 independent makers, a craft distillery, a DJ, as well as two community craft booths sponsored by Lotus and Wonderlab to create memories with young children and their families. We are looking to kick-off the summer season with a bang, complementing your local businesses with an indie craft fair and a DJ to create a fun 'block party' esque atmosphere. We hope that we can all work together to create a welcoming atmosphere for our indie craft fair, and downtown, for years to come.

(For reference, the Bloomington Handmade Market began in 2009 at the Waldron, and has since been hosted at the Convention Center every second Saturday in November in addition to our spring shows at Fountain Square Mall. While I organize BHM with a solid team of volunteers and staff, I also own Gather, a local retail shop located on the square at 116 N. Walnut. My heart lies in downtown Bloomington success.)

NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for Bloomington Handmade Market.

The Board of Public Works meeting to hear this request will be April 16th 2019 Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for Bloomington Handmade Market will be on file and may be examined in the Public Works office on the Friday April 12th prior to the Tuesday April 16th meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email <u>public.works@bloomington.in.gov</u>. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

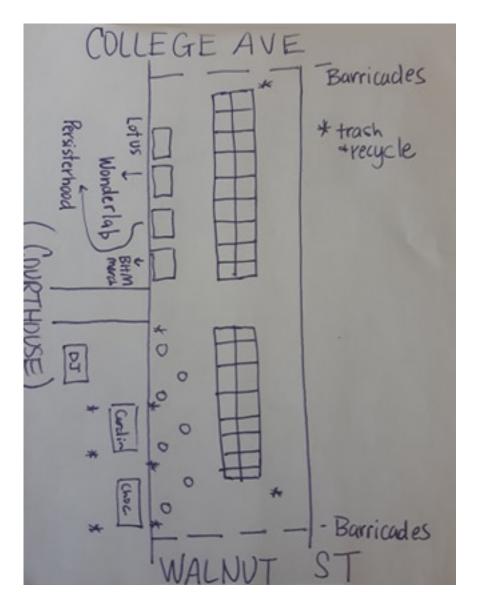
BOARD OF PUBLIC WORKS CITY OF BLOOMINGTON, INDIANA

PETITIONER: DATE:03.27.19

Contact Information- Other						
	Location	<u>Contact</u>	Phone Number			
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812)349-3423			
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Sylvia Garrison, Administrator	(812) 349-2543			
Waste & Recycling Plan	401 N. Morton Street Suite 150	Jackie Bauer Economic & Sustainable Development	(812) 349.3837			
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	Christina Smith Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3589 (812) 349-3534			
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Becky Barrick Higgins Community Events Manager	(812) 349-3700			
Bloomington Fire Department (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763			
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477			
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600			
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065			
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546			

Maintenance of Traffic Plan

- 6th Street between College and Walnut Streets will be closed.
- All parking spaces on this stretch of 6th St will need no parking signs (approx. 24 spaces)
- At each end of 6th Street (on College and on Walnut) there will be barricades
- Type 3 Barricades to be provided, if permitted, by the police who have recently purchased barricades as well as vehicles
- If Bloomington Police cannot provide barricades, will work with the Warehouse to rent those that they have
- On both College and Walnut, at the entrance to 6th St, a "Road closed" sign will be necessary
- As well as "turn right only" signage to indicate the one way road





Board of Public Works Staff Report

Project/Event:

Disposal of Surplus Items by the City of Bloomington – Information Technology Services

Staff Representative: Date:

April 12, 2019

Rick Dietz

Report:

The Department of Information & Technology Services has a large stock of computer equipment and peripheral's that are inoperable or donate able.

The Department of Information & Technology Services staff believes that the expense of labor, equipment and fuel required to organize and transport all of this equipment for a sale or transfer, exceeds the value of the equipment. These items are attached as Recycle 12 - 2019, and Donation 13 - 2019.

Recommendation and Supporting Justification:

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

Recommend Approval Denial by: Rick Dietz

Board of Public Works Staff Report

BOARD OF PUBLIC WORKS RESOLUTION 2019 - 36

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

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

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

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

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

WHEREAS, this equipment is identified in Exhibit A(1) through Exhibit A(4), which are attached hereto and incorporated herein by reference; and

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

WHEREAS, ITS has assessed the value of this equipment contained in Exhibits A(1) through A(4) to be less than five thousand dollars (\$5,000); and

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

WHEREAS, in considering the expense of labor, equipment and fuel required to organize and transport all of this equipment contained in Exhibits A(1) through A(4) for a sale or transfer, ITS believes that these costs exceed the value of the equipment; and

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

- 1. The equipment contained in Exhibits A(1), (A)(2), A(3) and (A)(4) are hereby declared to be surplus personal property.
- 2. The value of the equipment contained in the Exhibits is assessed to be less than five thousand dollars (\$5,000).
- 3. The costs of transporting this equipment and conducting a private sale exceed the value of the equipment.

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

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this 16 day of April, 2019.

BOARD OF PUBLIC WORKS

Attest:

Kyla Cox Deckard, President

Rick Dietz, Director Information & Technology Services

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

Donation 12 - 2019 Info

Ex.A(1)

Lot ID: 27, Date: 01/02/2019, Type:Donation

Asset	Asset	Serial #	Namo	Catagori	Division	Installed	Organization	Data
ID	Num	Serial #	Name	Category	Division	Date	Organization	Date
3399	080178	A15573	CFR080178	LCD 1	Community and Family Resources		ServelT	02/25/2019
5801	090067		HND090067	Monitor	HAND	02/25/2019	ServelT	02/25/2019
3378	090028	CNK84805T2	CFR090028	LCD 1	Community and Family Resources		ServelT	02/25/2019
3356	090099	CNC902R0C0	CFR090099	LCD 1	Community and Family Resources		ServelT	02/25/2019
3380	090031	CNK8480Q56	CFR090031	LCD 1	Community and Family Resources		ServelT	02/20/2019
3386	090102	CNC902R0CL	CFR090102	LCD 1	Community and Family Resources		ServelT	02/20/2019
3389	090027	CNK8480Q58	CFR090027	LCD 1	Community and Family Resources		ServelT	02/19/2019
3391	090026	CNK848109J	CFR090026	LCD 1	Community and Family Resources		ServelT	02/19/2019
5777	070120		PRK070120	Monitor	Parks and Recreation	02/14/2019	ServelT	02/14/2019
5774	090012		PRK090012	Monitor	Parks and Recreation	02/14/2019	ServelT	02/14/2019
3264	090036		OOM090036	Monitor			ServelT	02/14/2019
3269	080196	MY19H9NQ126230P	oom080196	LCD 1			ServelT	02/14/2019
5756	070108		PRK070108	Monitor	Parks and Recreation	02/11/2019	ServelT	02/11/2019
5757	070092		HND070092	Monitor	HAND	02/11/2019	ServelT	02/11/2019
3558		CN0GRNWX728729AQ14RI		LCD 2	Controller		ServelT	02/07/2019
	070137			Monitor		02/07/2019	ServelT	02/07/2019
		CN0UH8524822071J01MF		LCD 1	Controller		ServelT	02/04/2019
		CN0UH8524822071T02W6		LCD 2	Controller		ServelT	02/04/2019
	080265	MY19HCGQ929139Y	pln080265	LCD 1	Planning		ServelT	01/28/2019
	050094		trn050094	LCD 1	Training		ServelT	01/28/2019
5707	170102		pln170102			01/28/2019	ServelT	01/28/2019
5708	080345		esd080345	Monitor	Economic & Sustainable Development	01/28/2019	ServelT	01/28/2019
5709	070135		esd070135	Monitor	Economic & Sustainable Development	01/28/2019	ServelT	01/28/2019
3231	070110	CN0UH8524822071T05AU	pln070110	LCD 1	Planning		ServelT	01/28/2019

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Recycle 12 - 2019 Info

Ex. A(2)

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Lot ID: 28, Date: 01/07/2019, Type:Recycle

Asset ID	Asset Num	Serial #	Name	Category	Installed	Description	Location	Date
5790	090887		APC090887	UPS	02/20/2019		Tech- Recyclers	02/20/2019
5789	090888		APC090888	UPS	02/20/2019)	Tech- Recyclers	02/20/2019
3289	140260		LGL140260	UPS			Tech- Recyclers	02/20/2019
3257	140029		OOM140029	UPS			Tech- Recyclers	02/20/2019
3514	1601868j		PRS1601868j	UPS			Tech- Recyclers	02/12/2019
5762	1525128	CQYEU2002947	UTS1525128	UPS	09/11/2015		Tech- Recyclers	02/12/2019
5763	1510021		UTS1510021	UPS			Tech- Recyclers	02/12/2019
3057	130238	CQYBV2003344	PWS130238	UPS			Tech- Recyclers	02/12/2019
3398	040334		CFR040334	UPS		UPS	Tech- Recyclers	02/11/2019
3128	040318	BE500U	PLN040318	UPS			Tech- Recyclers	02/07/2019
3568	140369		PRS140369	UPS		¢	Tech- Recyclers	02/07/2019
5743	090480	FDO1339Y0TR	ITS090480	Switch		Cisco Network Switch	Tech- Recyclers	02/06/2019
3102	140018	CQYCX2007101	HND140018	UPS			Tech- Recyclers	02/06/2019
4447	1504359		ASH1504359	UPS			Tech- Recyclers	02/06/2019
4629	030103		fle030103	UPS			Tech- Recyclers	02/05/2019
5726		:	Keyboards Recycle Lot 12	Keyboard			Tech- Recyclers	02/01/2019
5727			Sharp TV 37"	тν			Tech- Recyclers	02/01/2019
5728			Cybercrime UPS	UPS			Tech- Recyclers	02/01/2019
5729			UPS Recycle Lot 12	UPS			Tech- Recyclers	02/01/2019
5729			UPS Recycle Lot 12	UPS			Tech- Recyclers	02/01/2019
5730			Tape Recorder Recycle 12	Other			Tech- Recyclers	02/01/2019
4358	140039		ROS140039	UPS			Tech- Recyclers	01/23/2019

Recycled Items List

1 of 1

Donation 13 - 2019 Info

Ex. A(3)

Lot ID: 29, Date: 03/01/2019, Type:Donation

Donation	Items	List

Asset ID	Asset Num	Serial #	Name	Category	Division	Installed Date	Organization	Date
5870	090316		BTR090316	Monitor	Bloomington Transit		ServelT	04/09/2019
5871	080901		BTR080901	Monitor	Bloomington Transit		ServelT	04/09/2019
3306	090357	CN0C201R7444597G782S	hrd090357		Employee Services		ServelT	04/09/2019
4556	100066		CAS100066	Monitor	Cascades		ServelT	04/09/2019
5875	100067		CAS100067	Monitor	Cascades		ServelT	04/09/2019
3125	070407	HA19H9NP608038A	PWS070407	LCD 2	Public Works		ServelT	04/09/2019
3120	100456	AALMTF051501	PWS100456	LCD 1	Public Works		ServelT	04/09/2019
1065	140412	FZGDK32	lg 140412	Laptop	Legal	02/11/2015	ServelT	04/02/2019

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Recycle 13 - 2019 Info

Ex. A(4)

Lot ID: 30, Date: 03/01/2019, Type:Recycle

Recycled Items List

Asset ID	Asset Num	Serial #	Name		And a second			Date
5886	050005	U60964F5J912950	BTR050005	NetworkPrinter		Brother Printer	Tech-Recyclers	04/10/2019
3563	1524839	CQYES2001375	cnt1524839	UPS		UPS	Tech-Recyclers	04/10/2019
3123	030004		PWS030004	UPS		UPS	Tech-Recyclers	04/10/2019
3037	040050	JB0348020390	ESD040050	UPS		UPS	Tech-Recyclers	04/10/2019
2973	100041		ITS100041	UPS		UPS	Tech-Recyclers	
5881	130124		ITS130124	UPS		UPS	Tech-Recyclers	
3417	140236	4B1341P20016	its140236	UPS		UPS	Tech-Recyclers	
3304	140334	CQYDW2001305	hrd140334	UPS		UPS	Tech-Recyclers	04/09/2019
3077	100042	AEA9W2002598	HND100042	UPS		UPS	Tech-Recyclers	
3498	110113	CPZAO2002456	CNT110113	UPS		UPS	Tech-Recyclers	04/09/2019
3065	140372	CQYDV2000626	CLK140372	UPS		UPS	Tech-Recyclers	04/09/2019
5882	1525155A		ITS1525155A	UPS		UPS	Tech-Recyclers	04/09/2019
5883	030552		ITS030552	UPS		UPS	Tech-Recyclers	04/09/2019
5884	070384		F4X070384	NetworkPrinter		HP Printer	Tech-Recyclers	04/09/2019
5880	010203		BTR010203	Desktop	04/09/2019		Tech-Recyclers	04/09/2019
5879	010202		BTR010202	Copier	04/09/2019		Tech-Recyclers	04/09/2019
5872	020029		BTR020029	Monitor	04/09/2019		Tech-Recyclers	04/09/2019
5873	010108		BTR010108	Desktop	04/09/2019		Tech-Recyclers	04/09/2019
5874	010200		BTR010200	Monitor	04/09/2019		Tech-Recyclers	04/09/2019
1155	130248	btr130248	btr130248	Unknown	01/13/0201		Tech-Recyclers	04/09/2019
5876	010201		BTR010201	Desktop	04/09/2019		Tech-Recyclers	04/09/2019
234	120001	65BZHS1	utl120001	Desktop	11/09/2011		Tech-Recyclers	04/09/2019
5877	020018		BTR020018	Desktop	04/09/2019		Tech-Recyclers	04/09/2019
5878	101436		BTR101436	UPS	04/09/2019		Tech-Recyclers	04/09/2019
3960	130162		CLK130162	MacBook			Tech-Recyclers	04/01/2019
3072	140210	CQYDS2000870	CLK140210	UPS			Tech-Recyclers	03/28/2019
3359	1525155D	CQYEU2002923	cnt1525155D	UPS			Tech-Recyclers	03/28/2019
3381	15010003	CQYDW2002995	cnt15010003	UPS			Tech-Recyclers	03/28/2019
5856	070434		HND070434	NetworkPrinter	03/27/2019		Tech-Recyclers	03/27/2019
4543	090351		DIL090351	UPS			Tech-Recyclers	03/26/2019

yliz/19

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

				Bank	
Date:	Type of Claim	FUND	Description	Transfer	Amount
4/12/2019	Deumell				405 004 00
4/12/2019	Payroll				405,621.22
				-	405,621.22
				=	
		ALLOWANC	E OF CLAIMS		
claim, and exc total amount o	ept for the claims not a	llowed as shown or	gister of claims, consisting of n the register, such claims a		
<u>Kyla Cox Dec</u>	kard President	Beth H. Hollin	gsworth Vice President	Dana Palazzo Secretary	
•	y that each of the above th IC 5-11-10-1.6.	e listed voucher(s)	or bill(s) is (are) true and cor	rrect and I have audited same i	'n
		Fiscal Officer			



Board of Public Works Staff Report

Project/Event:	Showers Office and Research Center Plat Amendment
Petitioner:	Bloomington Redevelopment Commission
Staff Representative:	Philippa M. Guthrie, Corporation Counsel
Date:	4/16/19

Report: The petitioner is seeking approval of an amendment to the final plat of the Showers Office and Research Center (area bounded by B-Line Trail, 10th Street, Morton Street, and 8th Street). The Board of Public Work's (BPW) approval represents the acceptance of public right-of-way. The Plat Committee of the City's Plan Commission approved the plat on March 18, 2019. The City's Redevelopment Commission (RDC) approved the plat at their April 1, 2019, meeting.

The purpose of this plat amendment is threefold. First, it will modify property lines to reflect the redistribution of parking areas and drive aisles through the site. Second, it will clean up confusion arising from the fact that the current plat has two non-adjacent lots titled "Lot 4". To address that issue, the southern portion of the "Lot 4" adjacent to Morton St. is being renamed "Lot 5". Finally, this amendment reflects the lot arrangement that will exist after the pending sale of the northern portion of the "Lot 4" adjacent to Morton St., which is known as the "Red Lot," by the RDC to Monroe County. In effect, the western lot line that delineated that northern portion of "Lot 4" is being removed. This portion of Lot 4 comprising the Red Lot will simply be added to and expand the existing Lot 2, which is already owned by the County.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Trades District Final Plat.

Recommend Approval Denial by Philippa M. Guthrie



Board of Public Works Staff Report

Project/Event:	Request from City of Bloomington Utilities for temporary road closure on N Jordan Ave between E 10th St and E 7 th St
Staff Representative:	Sara Gomez
Petitioner/Representative:	Jane Fleig
Date:	April 16 th , 2019

Report: City of Bloomington Utilities is requesting a temporary road closure on N Jordan Ave between E 10th St and E 7th St. The request is to facilitate the replacement of an existing 6" cast iron water main with a new 12" water main. The closure would begin on May 20th, 2019 and end by June 28th, 2019.

City of Bloomington Utilities has supplied maintenance of traffic plans for all work. CBU has coordinated with adjacent property owners, all IU facilities. They have also contacted IU bus services, Bloomington Transit, and Emergency personnel.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to City of Bloomington Utilities for the temporary road closure on N Jordan Ave.

Recommend 🛛 Approval 🗌 Denial by

Sara Gomez



April 10, 2019

Via Electronic Delivery

Board of Public Works City of Bloomington 401 N Morton Street Bloomington, IN 47404

Re: Jordan Ave requested closure from 7th Street to 10th Street

Dear Board Members:

The City of Bloomington Utilities Dept. (CBU) is planning to replace about 800 lft of existing 6" 1920's cast iron water main in Jordan Avenue from 10th Street to just north of 7th Street. In order to avoid existing and planned utilities, the new water main alignment will be in the southbound lane for half the distance and the northbound lane for the rest. This will require full closure of Jordan Avenue during construction. We would like to begin construction as early in May as possible but understand there are several other projects planned in this area this summer so we are requesting our closure begin on Monday, May 20th and end by Friday, June 28th.

I have attached a proposed traffic maintenance plan for your review and comment. Please note the proposed official detour route (and most likely the route travelers will use even if it is not the official detour) includes 7th Street from Jordan Avenue to Union Street. We are aware this section of 7th Street is not a City-maintained street so we have requested approval from Indiana University (IU) to use detour route. IU was hoping to have an answer by the time this request was heard by the Board on April 16th. If IU is unable to grant permission to use 7th Street as the official detour, we will plan on detouring northbound traffic to Indiana Avenue and southbound traffic to Dunn Street.

I have also attached a copy of the email I sent to Adam Wason and Neil Kopper on March 12th that has additional information about the project area and the importance of this request.

Thank you so much for your consideration.

Sincerely,

Jane Fleig, PE Utilities Engineer City of Bloomington Utilities

Attachments

Jordan Ave. Water Main Replacement

Hello all,

I just wanted to make you aware of a water main replacement project that just elevated itself to construction this summer. As most of you know, IU has been working with a consultant for the reconstruction of Jordan Ave Phases 4, 5 and 6. Phase 4 is reconstruction of Jordan Ave from Jordan creek to about 250' north of 7th Street, Phase 5 is from this point to 10th Street and I think Phase 6 is electrical and landscaping along the corridor. CBU also has a consultant working on a design to replace the existing 6" 1920's cast iron water main with a new 12" water main as we have done with the previous three phases of Jordan Ave reconstruction.

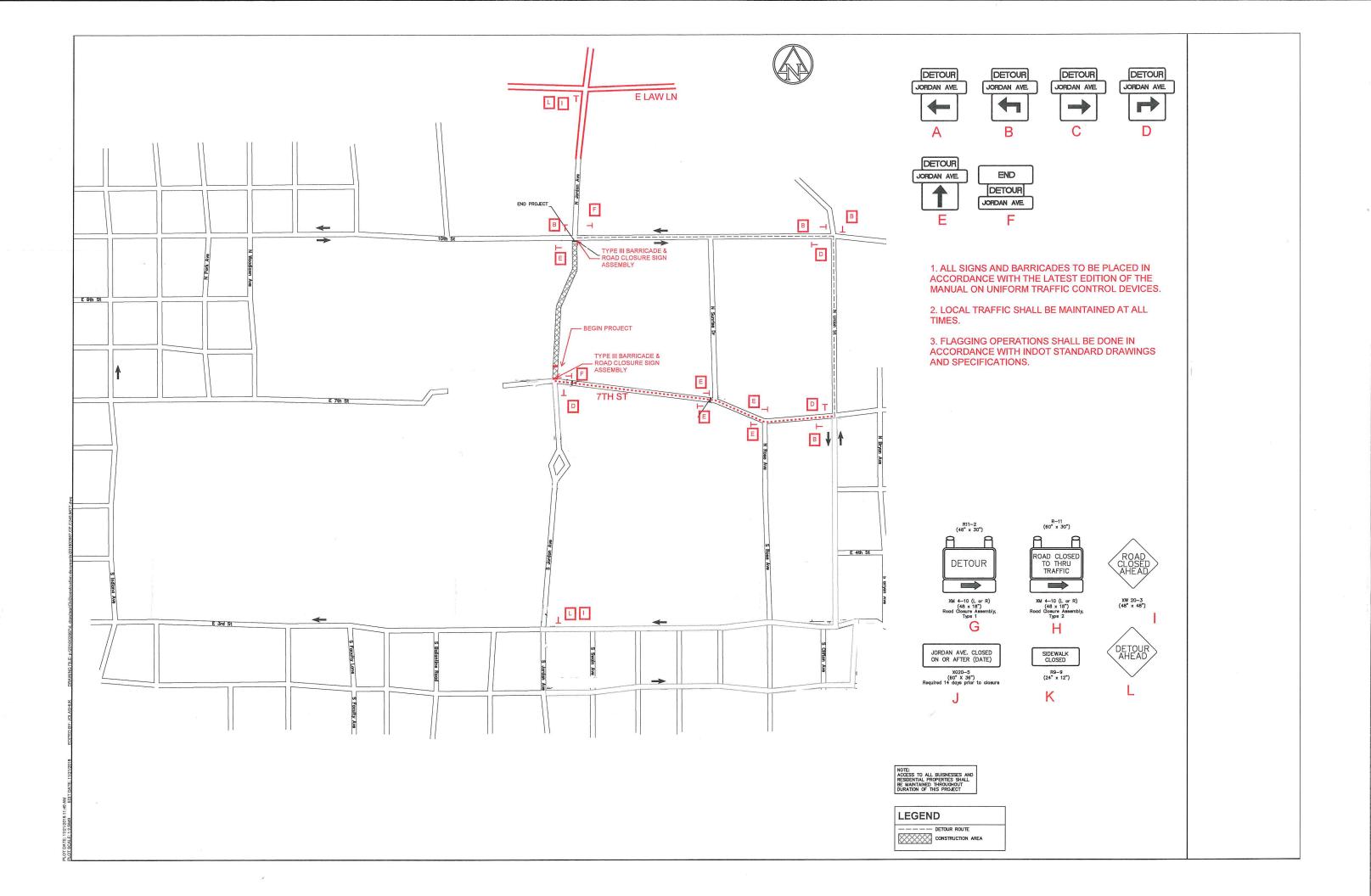
If you will recall, IU had intended on constructing Phase 4 (and possibly Phase 5) this summer but they determined it would be best to push out to summer 2020 because of the planned building at the NE corner of Jordan and 7th. CBU met with IU representatives last week to discuss the coordination and timing issues of the water main replacement because the road will have to be closed for CBU to perform the water main replacement and summertime is the only time IU will want Jordan Ave closed. Unfortunately IU still has not determined whether they will try to build Phase 4 and Phase 5 in one summer or two, but it has become quite clear that one summer will just not allow enough time to complete the entire length of water main replacement and road reconstruction and we really can't wait on their decision. CBU has decided we need to go ahead and replace all of the water main in Phase 5 and a small section of Phase 4 with our own crews this summer. This will leave the rest of Phase 4 to be constructed when Jordan Ave is closed again in 2020 and will likely be contracted out to speed the work at that time.

I hope to receive plans in early April that I can share with everyone but wanted to just put this on everyone's radar as soon as possible. I believe this will require Jordan Ave to be closed from just north of 7th St to 10th Street for at least a month and a half this summer. I am still looking to see if there is any way to keep northbound travel open during construction but I'm not sure it will be possible and will ultimately slow our progress and could be a safety issue. Obviously we can complete our work faster and safer if we can close the entire road. I don't have an exact start date but would like to start in early May, so just after graduation, if we can get all our ducks in a row.

Please let me know if you have any questions or would like to meet to discuss further. I apologize for the somewhat short notice but as we've been working through design and construction issues with our consultant in the last few weeks, it has become quite clear that this is our only option for getting this critical infrastructure replaced.

Thanks so much, Jane







Board of Public Works Staff Report

Project/Event: Request an agreement for the encroachment of a fence
Staff Representative: Liz Carter
Petitioner/Representative: Hannah Pollock/Geoff Pollock
Date: April 16, 2019

Report: Mr. Pollock approached City staff to ask about building a fence that would encroach into an unimproved alley which runs along the south side of 918 N. Woodburn Avenue. It would not be possible to build the fence along the property line because of existing trees. The petitioner would also like to tie the fence into an existing fence which is currently encroaching. The existing fence, not constructed by Ms. Pollock, runs north/south through the east/west alley and makes the unimproved alley impassible.

Therefore, the petitioner is requesting an encroachment into an alley that is unusable in its current state.

Recommendation: Staff recommends approval of the encroachment agreement.

Recommend Approval Denial by Liz Carter

BOARD OF PUBLIC WORKS RESOLUTION 2019 - 37

Encroachment with Fence

WHEREAS, Hannah Pollock (hereinafter "Owner") owns the real property at 918 N. Woodburn Avenue, which real estate is more particularly described in a deed recorded as Instrument Number 2011007857 in the Office of the Recorder of Monroe County (hereinafter "Real Estate"); and

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

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

WHEREAS, a fence has been proposed to be built at this location as depicted in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the proposed fence and the existing structures do not prohibit pedestrian traffic along the right of way; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks;

NOW, THEREFORE, BE IT RESOLVED:

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

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

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

3. Owner agrees to maintain the described encroachment and to keep it safe and attractive.

4. The Owner acknowledges that the Board may alter the terms and conditions of this Resolution to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.

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

6. In the event the Owner sells the Property during the term of this authorization, this authorization will continue under the original conditions and be binding on her successor. However, if current Owner or the new Owner wishes to change the encroachment in any way, she or he must first return to the Board of Public Works for permission to do so.

7. Notice shall be given by the City to Owner, at Owner's last known address, by United States Certified Mail or recognized national overnight delivery carrier.

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

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

10. By executing this Resolution on behalf of the Owner, Hannah Pollock, as sole owner of the Real Estate, represents and certifies that she is fully empowered to execute this Resolution.

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

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

By: _____

Kyla Cox Deckard, President

By: _____ Beth H. Hollingsworth, Vice President

By: _____ Dana Palazzo, Secretary

Date: April 16, 2019

By: _____

HANNAH POLLOCK, OWNER

Hannah Pollock

Date: _____

STATE OF INDIANA)) SS: COUNTY OF MONROE)

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

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

STATE OF INDIANA)) SS: COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Hannah Pollock, who acknowledged the execution of the foregoing Resolution as her voluntary act and deed.

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

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

This instrument was prepared by Jacquelyn F. Moore, Attorney at Law, City of Bloomington, P. O. Box 100, Bloomington, Indiana.

March 6, 2019

Re: encroachment into an alley easement

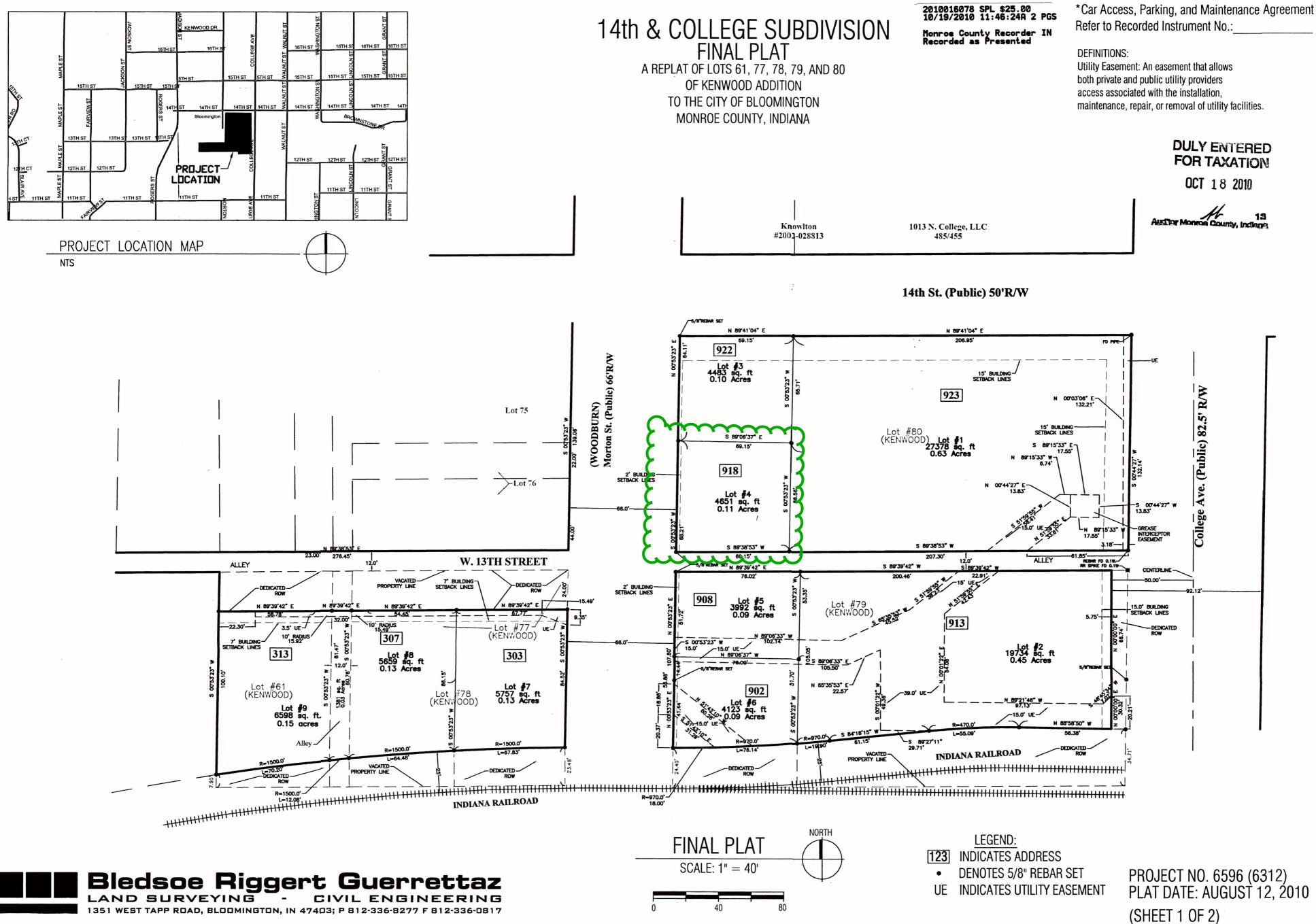
I will be fencing my daughter's backyard at 918 N. Woodburn and request permission to encroach the easement by approximately 2 feet; I've been unable to find the rebar marking the property corner so the 2-foot estimate is +/- 4 inches.

There are dying 4 trees that will eventually be removed running along the property line that prevent fence installation on the property line itself. I would also like to tie the proposed fence into the 4"x6" fence post of the fence that divides the apartment building property to the east from the houses on Woodburn. Three of the trees are smaller to medium sizes while the fourth is large and will require substantially more money to remove. The trees and their shade effectively prevent the cultivation of a sizeable vegetable garden as well as the potential use of solar panels, both of which are desired by the homeowner, Hannah Pollock.

In addition to this letter, I have also attached a PDF binder showing the plat and easement as well as several photos illustrating the fence parameters. Please let me know if anything else is needed on your end.

Sincerely,

Geoffrey Pollock gpollock@iupui.edu (317) 657-7873



CAB D ENV 100







918 Woodburn: southern propery line, facing west. String marks approximate easement boundary.



918 Woodburn: southern boundary, facing east. String marks approximate property line.



918 Woodburn: encroachment. Stake: approx. property line. Fence post: tie-in point for 918 fence.



918 Woodburn: southern boundary, facing east. Multiple trees along property line.



Board of Public Works Staff Report

Project/Event: Change Order #1 for the West 17th Street Reconstruction Project
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Matt Smethurst
Meeting Date: April 16, 2019

Change Order #1 consist of claims for additional work performed or modifications to the work performed that was not part of the original contract.

There were claims submitted for the removal of an additional tree and to adjust the price of removing two other trees.

The original contract amount for the project was \$3,026,526.18. Change Order #1 would result in an increase to the contract of \$4,090.00. The new contract sum including Change Order #1 would be \$3,030,616.18.

This project is TIF funded. The City of Bloomington will be reimbursed through an INDOT Interlocal Agreement and Community Crossings Matching Grant.

Staff has reviewed the proposed change order and recommends approval of Change Order #1 for the West 17th Street Reconstruction Project.

Recommend 🛛 Approval 🗌 Denial by Matt Smethurst

CHANGE ORDER

Project Name:

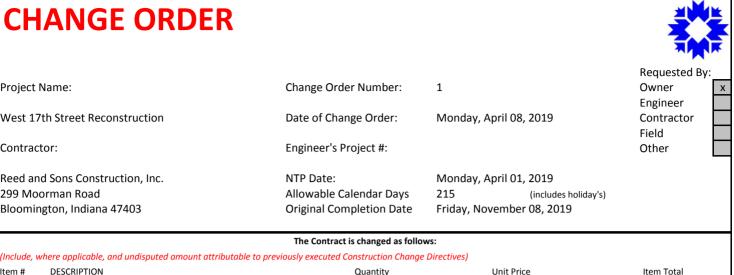
Contractor:

299 Moorman Road

West 17th Street Reconstruction

Reed and Sons Construction, Inc.

Bloomington, Indiana 47403



Item #	DESCRIPTION	Quantity	Unit Price		Item Total
1	18" Tree Removal	-2	\$215.00 /	Each	(\$430.00)
2	24" Tree Removal	2	\$1,260.00 /	Each	\$2,520.00
3	30" Tree Removal	1	\$2,000.00 /	Each	\$2,000.00
4			/		
5			/		
6			/		
7			/		
8			/		
0			/		

The original Contract Sum:	\$3,026,526.18
The net change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$3,026,526.18
The Contract Sum will be changed by this Change Order in the amount of:	\$4,090.00

The Contract Time will be changed by:

The date of Substantial Completion as of the date of this Change Order therefore is:

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Contstruction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.) NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

Planning and Transportation Reed and Sons Construction, Inc. **Board of Public Works** Transportation & Traffic Engineer CONTRACTOR OWNER 299 Moorman Road 401 North Morton Street 401 North Morton Street Bloomington, Indiana ADDRESS ADDRESS ADDRESS Neil Kopper Kyla Cox Deckard TYPED / PRINTED NAME TYPED / PRINTED NAME TYPED / PRINTED NAME SIGNATURE SIGNATURE SIGNATURE

FORM 10-100

0 days

Friday, November 08, 2019

CHANGE PROPOSAL

Reed and Sons Construction, Inc

299 Moorman Road*Bloomington, IN 47403

812-824-9237

City of Bl C/O Address		PHONE:	Fax:		DATE:		
200 M	oomington_P&T Dept				Febru	Jary	28, 2019
	Watt Smothurst (owner ren)	RESIDENT REPRESENTATIVE		Tom M	obley(BL	N)	
401 N Mo	orton St	Job Name: West 171	h St Recon	struction Pr	oject		
CITY, STATE	& ZIP CODE	LOCATION					
Blooming	gton, IN		Monroe Cty	7			
ARCHITECT:		DATE OF PLANS	PLAN # / SHE	LETS			
				site visit			
	Request	for Change in Sc	ope of Wo	ork			
asked about deterr	STA: 31+25 an additional 24" t for a price to add 24" tree remo STA: 29+90 Plans showed a tre nined to be 24" instead. STA: 22+30 Plans showed a tre	val to contract. e marked as 18" on t	he plans, up	oon inspect	ion the tr	ee w	725
	nined to be 30" instead.		, p, al	on inspect	ion the tr	ee w	7as
	nined to be 30" instead. DESCRIPTIO	ON	Unit Prid				UBTOTAL
deterr		T PRICE TO					
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deterr 1 2 3	DESCRIPTION TREE 24" REMOVE_ADD UNIT ORIGINAL CONTRACT BID SI ADD quantity to orig TREE 30" REMOVE	T PRICE TO HEET	Unit Prio \$ 1,260.	:e Qty 00 2	UNIT	sı \$	UBTOTAL 2,520.00
deterr 1 2 3 4	DESCRIPTION TREE 24" REMOVE_ADD UNIT ORIGINAL CONTRACT BID SI ADD quantity to orig TREE 30" REMOVE ADJUST QTY OF O	T PRICE TO HEET ginal contract	Unit Prio \$ 1,260.	:e Qty 00 2	UNIT	sı \$	UBTOTAL 2,520.00
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CHANGE PROPOSAL

Reed and Sons Construction, Inc

299 Moorman Road*Bloomington, IN 47403

812-824-9237

All other work not specified above can be performed at the following Unit Price Rates per Time and Material tickets in the field as authorized by owner or owner agent.

Item Description	Unit	t Price (\$)	Unit Measure
Included with item			
3 man Crew- billed in 4 hour increments after 1st 8hrs	\$	265.00	hour
Svc truck including basic pwr tools			
Common Skilled Laborer - 2 each			
Operating Engineer including TL Backhoe or equivalent			
Heavy machinery - 1 each			
Dump truck / tag trailer	\$	125.00	hour
additional charges for Labor not provided by owner- Burden plus 25%	Lab	or Burden	125.00%
additional charges for Materials not provided by owner- Invoice plus 10%	. :	Invoice	110.00%
additional charges for Equipment not provided by owner- Invoice plus 10%	:	Invoice	110.00%
additional charges for Professional Services or Subcontractors not provided by owner- Invoice plus 5%		Invoice	110.00%

Excludes all other work including but not limited to: any allowances, permits and/or right of entry/easements, engineering, design, Layout, surveying, testing, removing/relocating conflicts of existing utilities and/or structures, or remobilizing due to delays beyond our control.

STANDARD CONDITIONS: All material is guaranteed to be as specified above. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, and/or delays beyond our control.

SUBMITTED BY:

Thomas J Smith

THIS PROPOSAL IS ONLY VALID FOR: 30 DAYS

ACCEPTANCE OF PROPOSAL: The above price, terms, and conditions are satisfactory and hereby accepted. By signing here you authorize Reed and Sons Construction, Inc. to do the work as specified.

ACCEPTED BY:

EIN / SS #:

DATED:

Proposal

Reed and Sons Construction, Inc 299 Moorman Road*Bloomington, IN 47403 812-824-9237

	Summary Breakdown	1		
ltem #	Description	Cost		Extended Cost
L-1	Reed-Labor	\$ -		
L-2	Plus 25% Markup on Labor	\$ -		
L-T	Reed-Labor; subtotal	\$ 	\$	_
E-1	Reed-Equipment	\$	•	
E-2	Plus 10% Markup on Equipment	\$. -		
E-T	Reed-Equipment; subtotal	\$	\$	_
M-1	Reed-Material	\$ 		
M-2	Plus 10% Markup on Material	\$ · _		
M-T	Reed-Equipment & Material; subtotal	\$ -	\$	-
Sub-1	Subcontractor/ professional Services	\$ 2,400.00		
Sub-2	Plus 5% Markup on Subcontractors	\$ 120.00		
Sub-T	Reed-Subcontractor; subtotal	\$ 2,520.00	\$	2,520.00
		Subtotal	\$	2,520.00
1	Material Sales tax	7%	\$	_
2	1.5% Bond	0.00%		
3	Common administrative rounding		1X	
ADD	Total Estimated		\$	2,520.00

Proposal Reed and Sons Construction, Inc 299 Moorman Road*Bloomington, IN 47403 812-824-9237

		Labor			Equipment	nt		Material	1		Sub-contractor	actor
Item Description	Hours	Rate	Subtotal	Qty	Unit Rate	Subtotal	Qty	Unit Rate	Subtotal	Qty	Unit Rate	Subtotal
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4												
<u>a</u>												
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15 Subcontractor/Professional												
16 Ellinaton tree services							-	_				ب
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31 Permit/ tag trailer					\$ 250.00	¢						
32 Delivery / Lowboy					\$ 125.00	ب						
33 Project Management	• •	85.00	۰ ۲									
34 As-Builts	0 \$	150.00	۰ \$									
35			، \$			* '			۰ ۲			\$ 2,400.00

from	J. TREE 680 W. That F 8 Licensed and C	ce / Proposal R. ELLINGTON EXPERT CO. Road • Bloomington, IN 47403 12-332-5882 Certified by Indiana State Chemist	t
Proposal Submitte	ed To	Work To	b Be Performed At
Name Real & Sun	0.1	Name	W \$10migton
Street 299 Moorman	PT	Street5.	Pros acy
City_ <u>B/wh</u> s	state <u>ALY11/0</u>	City	State
Telephone Number		Telephone Number	
We hereby propose to furnish all the ma New all 24"	aterials and perform	all the labor necessary for the co	mpletion of
Change 30" from	1811	\$ 1.70,000	201 - 1,500
Change 2411 From	18.11	A 1.700 -	200-1 = \$ 1000 5
			\$ 4,900°
All material is guaranteed to be as s		substantial workmanlike manner	accordance with the drawings a r for the sum of
	and completed in a	a substantial workmanlike manner Dollars (accordance with the drawings a r for the sum of \$).
Any alteration or deviation from above s estimate. Insurance or J.R. Ellington Tree Est All work to be complete	and completed in a specifications involvin above work to be cperts Re ed in 60 days subject	a substantial workmanlike manner Dollars (_ Deposit, Balance \$ ng extra work, will become an ext	accordance with the drawings a r for the sum of Due Upon Completion. tra charge over and above the ayond our control.
Any alteration or deviation from above s estimate. Insurance or J.R. Ellington Tree Est All work to be complete	and completed in a specifications involving above work to be cperts Read in 60 days subject roposal may be with ACCEPTA nditions are satisfactions are s	a substantial workmanlike manner Dollars (Deposit, Balance \$ ng extra work, will become an ex- taken out by espectfully submitted to weather, accidents or delays be adrawn by us if not accepted with NCE OF PROPOSAL tory and are hereby accpeted. Yo	accordance with the drawings a r for the sum of

www.jrellingtontreeexperts.com



Board of Public Works Staff Report

Project/Event:	Approval of Contract Supplemental No. 1 for Preliminary Engineering Services with WSP USA Inc. for the Sare Road Multiuse Path and Intersection Improvements Project
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Neil Kopper, Senior Project Engineer
Date:	04/16/2019

Report: This project will construct multiuse path on the west side of Sare Road from Buttonwood Lane to Moores Pike. It will also construct intersection improvements at the Sare Road-Moores Pike traffic signal. The project is programmed in the MPO TIP for preliminary engineering (\$270,491 in reimbursable federal funds) and construction (\$1,516,000 in federal funds). WSP USA Inc. is under contract to design this project with an existing total contract of \$339,322. This supplement will include additional geotechnical investigation, reduce right of way engineering fees, and add right of way appraisal and buying services. The net fee increase is \$27,323 and the new total contract amount is \$366,645.

Recommendation and Supporting Justification: Staff recommends that the Board approve Contract Supplement 1 for Preliminary Engineering Services with WSP USA Inc. for the Sare Road Multiuse Path and Intersection Improvements Project.

Recommend Approval Denial by Neil Kopper

Project Approvals Timeline						
<u>Approval Type</u>	<u>Status</u>	Date				
Funding Approval	Approved	08/22/2017				
Design Services Contract Current Item** 04/16/2019						
ROW Services Contract	Current Item***	04/16/2019				
Public Need Resolution	Future	04/16/2019				
Construction Inspection Contract	Future	2019				
Construction Contract	N/A*	2020				

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

** Original design contract approved 2/6/2018.

*** ROW services to be added as a part of the design contract.

LPA - CONSULTING CONTRACT

SUPPLEMENTAL NO. 1

This Supplemental Contract is made and entered into this <u>16th</u> day of <u>April</u>, 2019, by and between the <u>City of</u> <u>Bloomington</u>, <u>Indiana</u>, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and <u>WSP USA Inc.</u> ("the CONSULTANT"), a corporation organized under the laws of the State of <u>New</u> <u>York</u>.

RECITALS

WHEREAS, the LPA on February 6, 2018, entered into a contract, providing for the necessary services required in connection with;

Des. No.: <u>1700736</u>

Project Description: <u>Multiuse path design and intersection improvements along Sare Road from Moores Pike</u> to Buttonwood Lane with signal upgrades and intersection improvements at the intersection of Sare Road and <u>Moores Pike</u>.

WHEREAS, in order to provide for completion of these services it is necessary to amend and supplement the original Contract.

NOW, THEREFORE, it is agreed by and between the parties as follows:

<u>SECTION I</u> <u>SERVICES BY CONSULTANT</u>.

The CONSULTANT will provide the amended Services and deliverables described in the Appendix "A1" which is herein attached to and made an integral part of this Contract. All sections of Appendix "A", from the original contract which are not amended as part of Appendix "A1", shall remain in full force and effect.

<u>SECTION II</u> INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA.

No Changes to Appendix "B".

<u>SECTION III</u> <u>TERM</u>.

No Changes to Appendix "C".

SECTION IV COMPENSATION.

The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in the amended Appendix "D1" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall change from \$339,322.00 to \$366,645.00 representing an increase of \$27,323.00.

All other terms and conditions of the contract shall remain in full force and effect.

In Witness, Whereof, the parties hereto have executed this Supplemental Contract No. 1.

CONSULTANT

LOCAL PUBLIC AGENCY

Signature

Kyla Cox Deckard, President Board of Public Works

Duane McKinney, V.P./Area Manager

Terri Porter, Director of Planning and Transportation Department

Phillippa M. Guthrie, Corporation Counsel

Attest:

APPENDIX "A1" SCOPE AMENDMENTS – SUPPLEMENT #1

Section 6: Geotechnical Investigation

CONSULTANT will perform the geotechnical data collection and prepare the geotechnical report.

Results/Deliverables

- Geotechnical data collection and analysis
- Geotechnical Report as outlined by INDOT Geotechnical Design Manual.
- Geotechnical Review of Final tracings submittal

The project will require a geotechnical investigation in accordance with the INDOT Geotechnical Services Section (GSS) 2018 Geotechnical Manual.

Based on review of published geologic mapping, bedrock is anticipated to be shallow and encountered within approximately 10 feet of the ground surface. Furthermore, the mapped bedrock units are of the Borden and Sanders Groups and may be karst prone. There is a mapped sinkhole in the vicinity of Sare Road and Hunters Glen and a mapped karst cave entrance somewhere in the vicinity of Sare Road and Moores Pike. Geologic site reconnaissance is planned during boring staking to visually verify that no additional (karst) swallet or sinkhole features are visually evident within the project limits. If visual indications of karst risk are noted during the site visit or the boring program, a follow-up investigation such as dye tracing or geophysical testing to investigate for subsurface anomalies between planned boring locations may be warranted, and will be proposed as an additional service.

The geotechnical investigation is anticipated to consist of a total of 13 borings (2 road boring (RB), 5 retaining wall boring (RW), 2 test borings (TB) for bridge structure, 2 soundings, and 2 traffic signal (TS) borings. Estimated depths of borings are included in the table below. 24-hour water levels are planned for all borings.

Boring		Location	Purpose	Estimated Depth of Soil	and a standard find that the second state	Proposed Boring Depth
RW-1	1	200 LFT Retaining Wall	Retaining Wall Boring (Wall from STA 35+00 to 37+00)	10	10	20
RW-2	1	200 LFT Retaining Wall	Retaining Wall Boring (Wall from STA 35+00 to 37+00)	10	10	20
RW-3	1	200 LFT Retaining Wall	Retaining Wall Boring (Wall from STA 35+00 to 37+00)	10	10	20
RW-4	1	130 LFT Retaining Wall	Retaining Wall Boring (Wall from STA 39+00 to 40+30)	10	10	20
RW-5	1	130 LFT Retaining Wall	Retaining Wall Boring (Wall from STA 39+00 to 40+30)	10	10	20
S-1	1	Near Mapped Sinkhole	Sounding in Vicinity of Mapped Sinkhole at Hunter Glen	15		15
S-2	1	Near Mapped Sinkhole	Sounding in Vicinity of Mapped Sinkhole at Hunter Glen	15		15
RB-1	1	North of McCartney Ln	Road Boring For Trail	10	0	10
TB-1	1	Jackson Creek Bridge Crossing	Test Boring for New Bridge Structure	5	20	25
TB-2	1	Jackson Creek Bridge Crossing	Test Boring for New Bridge Structure	5	20	25
RB-2	1	At intersection with Renwick Trail	Road Boring For Trail	10	0	10
TS-1	1	Traffic Signal Boring	Intersection of Sare Road and Moores Pike	5	20	25
TS-2	1	Traffic Signal Boring	Intersection of Sare Road and Moores Pike	5	20	25
	13			120	130	

The multiuse path will have the following elements:

- Two retaining walls (200 LFT and 130 LFT) are anticipated at heights of 5 to 10 feet.
- A new bridge structure for the crossing of Jackson Creek.
- New traffic signal poles at the intersection of Sare Rd./Moores Pike/College Mall Rd.

Activities

- Review any previous karst study and/or previous boring data, if available.
- Perform geologic (karst) site reconnaissance and stake boring locations.

- Coordinate Indiana 811 (formerly Indiana Underground Plant Protection Service) for underground utility locate service requests at and around test boring locations.
- Provide traffic control as needed to safely perform the borings.
- Perform laboratory testing on soil samples including classification, moisture content, and unconfined compressive strength, Standard Proctor, and Resilient Modulus tests.
- Develop geotechnical report including generalized review of regional geology and GIS map information on karst geology, test boring logs, discussion of and geotechnical recommendations for the project.

Items Specifically Not Included

- Geophysical Testing
- Karst Study

Section 8: Right-of-way Plan Development

Task 8.1: Right-of-way Engineering

The CONSULTANT shall be responsible for activities necessary to certify that the right-of-way has been acquired and the project is clear for construction letting.

The CONSULTANT shall prepare final right-of-way plans, title research, legal descriptions, route survey plats or right-of-way parcel plats, acquisition instruments and other materials to be used in the acquisition of right-of-way in accordance with the <u>Right-of-Way Engineering</u> <u>Procedure Manual</u>, hereinafter called the MANUAL and 865 I.A.C. 1-12.

The CONSULTANT shall compare and study the title information and survey data furnished with it. The CONSULTANT shall write the legal description of every right-of-way parcel in conformity with the MANUAL. All documents, plats and plans prepared by the CONSULTANT are to be checked by the CONSULTANT prior to submittal to INDOT. All documents and plats requiring a seal under this Contract may not be reviewed by INDOT for content.

If the plans, aerial mosaics, title information and surveys are furnished to the CONSULTANT, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing, or that unforeseen developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA, the CONSULTANT shall make such corrections or additions on the plans, plats, strips, maps, or mosaics as necessary for the proper carrying out of its services. The CONSULTANT is assumed to have made itself familiar with the plans, aerial mosaics, and surveys, and it shall not plead that LPA or the CONSULTANT, if any, who prepared those materials should assume responsibility for adding the information thereto as required by this Contract and by the MANUAL. It shall be the CONSULTANTS duty to immediately inform LPA, in writing, of any such defect, error or omission which cannot be resolved without additional title search or field survey, or which cannot be made without altering the design extent or character of the right-of-way limits as shown by LPA before proceeding on this portion of the work.

The CONSULTANT may, with prior written approval of LPA, undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by LPA for the purpose of completing the work included in this Contract.

The CONSULTANT may, with the prior written approval of LPA, undertake field surveys for the purpose of checking title of plan data and/or for the acquisition of vital locative and boundary information which is not contained in existing records, as may be considered necessary to complete the work included in this Contract.

The CONSULTANT may, when requested in writing from LPA, undertake additional field work, such as right-ofway staking or general layout, as specifically instructed by LPA. Each right-of-way (parcel) plat and each sheet of legal description and access control clause issued by the CONSULTANT shall be dated and shall bear the signature and seal of the Registered Land Surveyor (Indiana) by whom the same is prepared, or under whose personal supervision the same is prepared by his/ her regularly employed subordinates, and for which he/she takes full responsibility. The CONSULTANT shall bear the responsibility of recording the plats which it prepares.

Taking possession and use by LPA of completed portions of the work, at any time, shall not be deemed as acceptance of the work so taken or used.

The CONSULTANT shall provide to LPA, on appropriate electronic media, a copy of prepared legal descriptions, any computer generated land plats and all calculated coordinate points that relate to the work.

The CONSULTANT agrees to attend such conferences with the officials of LPA and other interested agencies, as may be required, in connection with the work. The CONSULTANT will make its services available to LPA during the land appraising and acquisition for the interpretation of its work where disagreement may arise. The CONSULTANT will be available during appraising and acquisition in the event unforeseen or unusual conditions arise.

The CONSULTANT shall review the construction plans to verify that the right-of-way lines shown match those shown on the final right-of-way plans prior to submitting final construction plans. Deliverables - The CONSULTANT shall furnish the Right-of-Way Plans in accordance with Chapter 85 of the Indiana Design Manual. The CONSULTANT will submit each parcel file to LPA/INDOT upon completion of the described services.

Task 8.2: Title Research Services

A. <u>PREPARATION OF TITLE AND ENCUMBRANCE REPORTS – PERMANENT RIGHT-OF-WAY</u>

1. COVER SHEET

- a. The TITLE AND ENCUMBRANCE REPORT cover sheet shall follow the format shown below.
- b. The cover sheet of each Title and Encumbrance Report shall be identified with the Project Number, County, Political Township, RW Code Number, Parcel Number, Road Number, Des. Number and the name of the presumptive fee owner as shown on the right-of-way plans.
- c. A brief legal description shall be provided, including the quarter section or subdivision lot number, section number, township and range numbers (including direction), the acreage (unless in subdivision), and the assessed values of the land and improvements.
- d. The record owner(s), as of the certification date, shall be identified exactly as shown in the instrument vesting title in them. The address of the record owner(s) and complete recording information shall also be provided.
- e. Active mortgages shall be shown on the cover sheet. If multiple mortgages are active, a note may be used to direct the reader's attention to the chain of title.
- f. Judgments, easements and tax information shall be identified by the applicable entry numbers from the chain of title. The status of the taxes shall be noted on the cover sheet.
- g. The cover sheet shall include the certification statement shown below. The consultant performing the search shall sign and date the cover sheet.

TITLE AND ENCUMBRANCE REPORT

		Division	epartment of Tra of Production ar Real Estate Secti	d Planning		
RW Code:	Parcel:	Cou	nty:	Po	d. Twp.:	
Project:		Roa	d:	De	es. No.	
Name on Plans:						
Description or Additi	on Sec.	Twp. Rge.	Acreage	Assesse Land	d Values Improve.	Key Number
	_	LAST (OWNER OF RI	CORD		
Name:						
Address:						
Title Acquired By:						
		MOR	TGAGE RECO	ORD		
Mortgage Record:	Page:	Amount:	Dat	ed:		
Mortgagor:						
Mortgagee:						
Judgments:			Ease	ements:		
Taxes:			Tax	es are current.		
		c	ERTIFICATE			

I certify that I have searched the records of the above named county for the required period of time and that all recorded transactions which affect the ownership of the caption real estate during that period are set forth in the attached chain of title. I further certify that the information summarized above represents the current status of the fee ownership and encumbrances against the caption real estate.,

DATED:

SIGNED:

CONSULTANT

2. <u>CAPTION</u>

a. Page 2 shall begin with the identification of the property covered by the Title and Encumbrance Report, hereinafter referred to as the caption. The caption shall be identified by the instrument number of the instrument conveying title to the current fee owner. Any sell-offs shall be identified in the same manner. See Section A.4 for more information pertaining to the caption.

3. CONTIGUOUS PROPERTY

a. A statement regarding contiguous property shall follow the caption identification. See Section A.5 for more information pertaining to contiguous property.

4. CHAIN OF TITLE

- a. The chain of title shall be presented as entries which address all conveyances and encumbrances that affect the caption. The entries shall be listed chronologically, by date, from the oldest to the newest.
- b. The chain of title shall begin with the first conveyance of the caption which falls at least twenty years prior to the day of the search and provides an adequate legal description. Each instrument which conveys or encumbers the caption, or a portion thereof, shall be listed as an entry in the chain of title. A copy of each instrument shall be attached to the Title and Encumbrance Report and labeled as to its respective entry number and the recorded book and page (or instrument) number.
- c. Each entry in the chain of title which conveys the caption, or a portion thereof, shall include the following information: granter, type of conveyance or legal action, and complete recording information.
- d. Any sell-offs from the caption shall be identified as such and accepted. A copy of the conveyance from the owner of the caption shall be attached. In additions, any instruments referred to in the caption description, or required to define the caption description, shall be copied and attached.
- e. If the real estate described in the caption is part of a subdivision, one legible copy of the subdivision plat shall be furnished, including the complete metes and bounds description, dedication, all approvals and certificates, etc. One legible copy of the subdivision plats for any other subdivisions named in the instruments which convey the caption, or a portion thereof, shall also be furnished.
- f. In the event that the last conveying instrument contains an incomplete or faulty legal description, the Consultant shall make a note to that effect.
- g. When it is necessary to use the legal descriptions from two or more conveying instruments to formulate the caption, each legal description shall be given a tract number for reference purposes.
- h. All easements shall be fully described as to grantor, grantee, and complete recording information. A copy of the instrument shall be attached. Blanket easements which affect the entire caption may be described with a statement to that effect.
- i. Leases, liens, mortgages, assignments of rent, etc. shall be identified and described by the same method used for easements. In addition, any subsequent assignments shall be shown.
- j. The tax statement shall be the last entry and include the following information: the name under which the real estate is assessed, the political township, the "Key" number (with each tract identified, if applicable), the amount and current status of the taxes.
- k. Any defects in the chain of title shall be accompanied by the title researcher's note explaining the defect.

5. <u>CONTIGUOUS PROPERTY</u>

- a. A search for contiguous property is required for the Department's Engineering and Condemnation procedures.
- b. Contiguous property is property that is owned by the same entity as the caption and 1) has "unity for use" with the property, 2) is conveyed in the caption instrument or instruments, or 3) is adjacent to the caption.
- c. Any property conveyed in the caption conveyance must be accounted for. It is either contiguous property (requiring a statement to that effect); has been sold off (requiring a copy of the instrument of conveyance); or is beyond a one mile radius of the caption (requiring a statement to that effect).
- d. Any property that is known to have "unity of use" with the caption shall be shown as contiguous property.
- e. Any property that is indicated on the plans supplied by the Department as being owned by the same entity as owns the caption should be accounted for as contiguous. A statement indicating that contiguous property instruments are attached will suffice.
- f. A statement indicating that no contiguous property was found is required when none of the above conditions have been met.
- g. No liability shall be incurred by the Consultant regarding contiguous property.

6. <u>AUDITOR/ASSESSOR PLATS</u>

a. The Consultant shall provide one copy of the Auditor's or Assessor's plat(s), which covers the project area, and one copy of any applicable subdivision plat(s).

7. <u>GENERAL</u>

- a. Each Title and Encumbrance Report and the attachments thereto shall be submitted in <u>DUPLICATE</u>.
- b. If there are any questions concerning the information required, or any problems that need to be discussed, please feel free to contact the appropriate District Real Estate Manager.
- c. The Consultant agrees to testify in court on behalf of the State on any title work prepared under this contract should he/she be required to do so by the Department. In consideration for actions taken by the consultant, the department will agree in writing to fees for testimony prior to the date the consultant must testify.
- d. The Consultant agrees to follow accepted principles and techniques as shown and any necessary interpretation of these furnished by the Department. Any parcel that does not meet such requirements shall be further documented without additional compensation to the Consultant.

B. PREPARATION OF TITLE AND ENCUMBRANCE REPORTS - TEMPORARY RIGHT-OF-WAY

1. COVER SHEET

- a. The cover sheet shall follow the format as found in Appendix "A1", with the words "TEMPORARY R/W" added to the title.
- b. The cover sheet of each Temporary R/W Title and Encumbrance Report shall be identified with the Project Number, County, Political Township, RW Code Number, Parcel Number, Road Number, Des. Number and the name of the presumptive fee owner as shown on the right-of-way plans.
- c. A brief legal description shall be provided, including the quarter section or subdivision lot number, section number, township and range numbers (including direction), the acreage (unless in subdivision), and the assessed values of the land and improvements.
- d. The record owner(s), as of the certification date, shall be identified exactly as shown in the instrument vesting title in them. The address of the record owner(s) and complete recording information shall also be provided.
- e. No mortgage search is required for temporary R/W.
- f. No judgment or easement searches are required for temporary R/W.
- g. The status of the taxes shall be noted on the cover sheet.

h. The cover sheet shall include the certification statement which indicated that the search was abbreviated for temporary R/W purposes only. The consultant performing the search shall sign and date the cover sheet.

2. CAPTION

a. Page 2 shall begin with the identification of the property covered by the Title and Encumbrance Report, hereinafter referred to as the caption. The caption shall be identified by the instrument number of the instrument conveying title to the current fee owner. Any sell-offs shall be identified in the same manner. See Section A.4 for more information pertaining to the caption.

3. CONTIGUOUS PROPERTY

a. A statement regarding contiguous property shall follow the caption identification. See Section A.5 for more information pertaining to contiguous property.

4. TAXES

a. The "key" number and current status of the taxes shall be noted. Any delinquent taxes shall be identified.

5. GENERAL

- a. The Consultant shall furnish a copy of the deed(s) which conveyed the caption to the current fee owner and any sell-offs.
- b. Each Title and Encumbrance Report and the attachments thereto shall be submitted in DUPLICATE.

C. <u>SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORTS (UPDATES)</u>

- 1. When requested, the Consultant shall provide title work from the date of the original Title and Encumbrance Report to the present date. The Consultant shall provide the following, in duplicate:
 - a. A cover sheet which identifies any changes and the associated recording documents. In addition, the Consultant shall note the current status of the taxes; and
 - b. Copies of any documents recorded since the date of the original Title and Encumbrance Report which affect the caption.

Task 8.3: Appraisal Problem Analysis Services

The Consultant agrees to make the Appraisal Problem Analysis Report of each and every parcel.

The Appraisal Problem Analysis Report will conform to statutory and judicial determinations regarding noncompensable items as set forth and discussed in "The INDOT Appraisal Manual" (.pdf file format is available on the INDOT website) and/or conferences between the parties.

While the plans, aerial mosaics, title information, survey, parcel plats and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those existing, or that unlooked-for developments will not occur. The Consultant is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA/INDOT and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA/INDOT, the Consultant shall inform LPA/INDOT, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

The Consultant agrees to updating reports at the request of LPA/INDOT and/or testifying in court on behalf of LPA/INDOT, on any parcels should he/she be required to do so by LPA/INDOT.

The Consultant shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) for each parcel assigned by LPA/INDOT.

Assumptions:

• A total of thirteen (13) parcels have been identified as potentially impacted, which requires title work from thirteen (13) parcels based on tax identification numbers. Based on preliminary design six (6) parcels have been identified that require right-of-way engineering and appraisal problem analysis.

Task 8.4: Appraising Services

The Consultant is to perform a real estate appraisal for six (6) parcels along the proposed route of the Sare Rd. multiuse path and prepare an appraisal report in accordance with "The INDOT Appraisal Manual".

The Consultant agrees to furnish the LPA with all comparables used in the report, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on map attached to the report that is to be furnished to the LPA.

The appraisal will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in "The INDOT Appraisal Manual" (.pdf file format is available on the INDOT website) and/or conferences between the parties.

The Consultant shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) for the parcels.

Task 8.5: Review Appraisal Services

The Consultant agrees to make the Review Appraisal Report/Appraisal Problem Analysis Report for the six (6) parcels along the proposed route of the Sare Rd. multiuse path. The Review Appraisal Report / Appraisal Problem Analysis Report will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in "The INDOT Appraisal Manual" and/or conferences between the parties.

Task 8.6: Negotiation Services

- 1. The CONSULTANT shall make every reasonable effort to acquire the parcels expeditiously.
- 2. The CONSULTANT shall make a prompt offer to acquire the parcel for the full amount, which has been established and approved by the LPA as just compensation for the acquisition. The offer shall be made in a Uniform Land and Easement Acquisition Offer letter which shall be given to the parcel owner in person or sent by certified mail with return receipt requested. The CONSULTANT shall also provide the parcel owners a copy of the appraisal (the appraisal copy furnished the owner shall only be on light green paper) explaining the basis for the amount, which has been established. In accomplishing the above, the CONSULTANT shall do the following:
 - a. Make all reasonable efforts to personally contact the owner or his/her designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail with return receipt requested or other means appropriate to the situation; and

- b. No later than the first contact where the offer is discussed, the CONSULTANT shall give the owner a brochure describing the land acquisition process and the owner's rights, privileges and obligations.
- 3. The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by the CONSULTANT and approved by the LPA.
- 4. A revised offer and summary statement of just compensation shall be provided the owner if:
 - a. The extent of the taking is revised, or
 - b. The approved estimate of just compensation is revised by the Review Buyer, or
 - c. If the purchase of Excess land requires a new or revised SJC.
- 5. The CONSULTANT shall maintain adequate records to include a report for each parcel containing but not limited to:
 - a. The date and place of contact;
 - b. The parties of interest contacted;
 - c. The offer made;
 - d. The counter offer or reasons offer was not accepted; and
 - e. The signature of the CONSULTANT, date, and initials of the person contacted.
- 6. The property owner must be given a copy of the report on each contact.
- 7. The CONSULTANT further agrees that the parcels shall be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989 and all attachments and amendments thereto. Said Title CFR Part 24 attachments and amendments are incorporated into this Agreement by reference and made a part hereto. The CONSULTANT further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the "Buying Section Policy and Procedures Manual", this "Appendix "A1", and any necessary interpretation of these furnished by INDOT. Any parcel that does not meet such requirements shall be further documented without additional compensation to the CONSULTANT.
- 8. When attempts to buy are successful, a signed statement is to be prepared by the CONSULTANT to the effect that:
 - a. The written agreement secured, embodies all considerations agreed to by the property owner;
 - b. The CONSULTANT has no direct or indirect, present or contemplated future personal interest in the property or in any monetary benefit from the acquisition of the property; and
 - c. The agreement was reached without coercion of any type.
- 9. When attempts to buy are unsuccessful, the CONSULTANT shall record his recommendation for action and submit it to the LPA:

- a. The recommendation shall consider administrative settlement, include the amount of settlement and reasons for a settlement; or
- b. Otherwise, a condemnation report shall be filled out and submitted with the completed file.
- 10. The CONSULTANT shall provide an updated title and encumbrance report upon submission of any secured or condemned parcel.
- 11. The CONSULTANT shall be responsible for input of all required parcel data and related project information into INDOT's Land Records System (LRS) based on the current standards set by INDOT's Central Office.

Task 8.7: Right-of-way Management

The CONSULTANT shall coordinate all of the right-of-way services related activities and make sure to complete all of the activities within the schedule established by the LPA.

The CONSULTANT shall provide weekly progress reports for all activities related to right-of-way services to the LPA.

The CONSULTANT shall record the completed parcel with the local agency with jurisdiction and provide a proof of records to the LPA.

APPENDIX "D1"

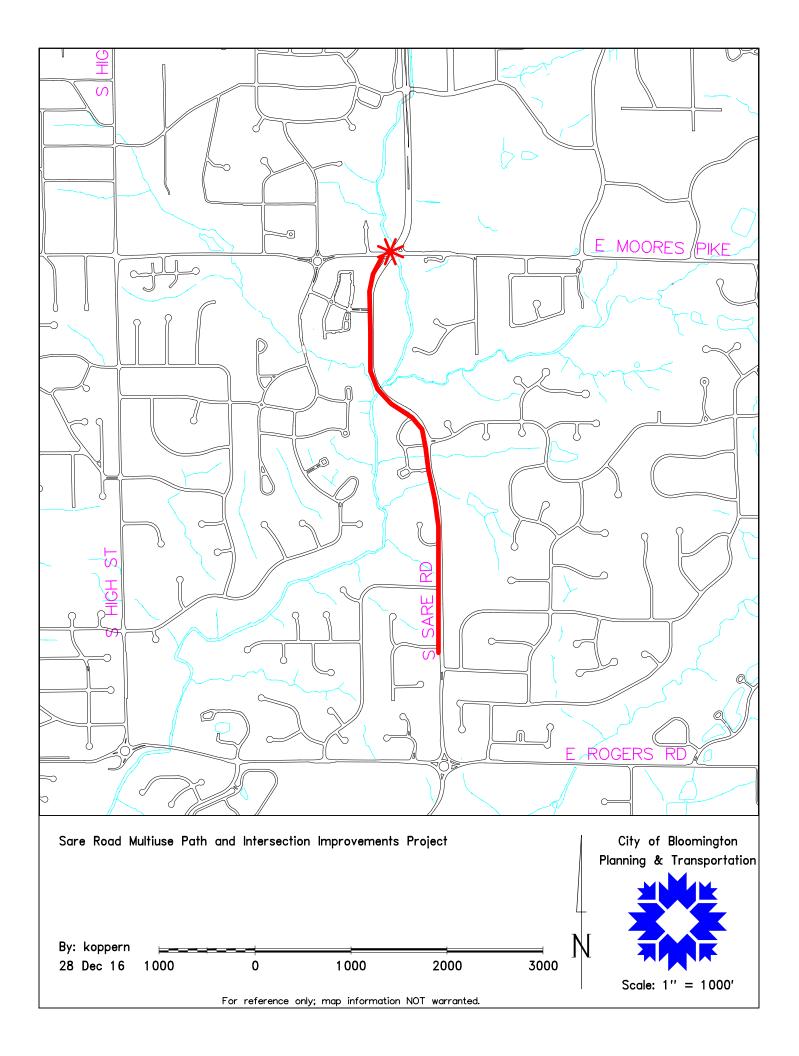
A. Amount of Payment

1. The CONSULTANT shall receive as payment for the satisfactory performance of the work performed under this LPA-CONSULTING CONTRACT SUPPLEMENTAL NO. 1 a maximum amount payable not to exceed \$366,645.00, which shall not be increased unless a modification of this Contract is approved in writing by the LPA and the Indiana Department of Transportation. The following is a breakdown of the tasks and associated fees.

Topographic Survey – SJCA (DBE)	\$40,340.00	Lump Sum
Parcel R/W Staking (14 parcels @ \$200 Each)- SJCA (DBE)	\$2,800.00	Per Parcel (NTE)
Environmental Document – NS Services (DBE)	\$25,016.00	Lump Sum
Structure Design	\$36,080.00	Lump Sum
Hydraulics/Permitting	\$34,238.00	Lump Sum
Roadway Design	\$82,348.00	Lump Sum
Geotechnical Engineering/Report	\$59,878.00	NTE
Traffic Design	\$12,392.00	Lump Sum
R/W Engineering	\$23,960.00	NTE
R/W Services	\$41,880.00	NTE
Post Bid Services	\$7,713.00	Hourly NTE
Total Maximum Compensation	\$366,645.00	NTE

- 2. The fees for Geotechnical Engineering/Report will be based on the actual number of soil borings necessary to complete the geotechnical report and shall not exceed the amount listed above in the fee schedule unless a modification of this Contract is approved in writing by the LPA and the Indiana Department of Transportation.
- 3. The fees for R/W Engineering and R/W Services will be based on the actual number of parcels that require R/W Engineering, title work, appraisal problem analysis, appraisal, appraisal review, and buying based on standard INDOT accepted fees. The fee for this work shall not exceed the amount listed above in the fee schedule unless a modification of this Contract is approved in writing by the LPA and the Indiana Department of Transportation.
- B. Method of Payment
 - 1. The CONSULTANT shall submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the LPA. The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the voucher. The CONSULTANT shall attach thereto a summary of each Task, percentage competed, and prior payments.
 - 2. The LPA, for and in consideration of the rendering of the professional services provided for in Appendix "A" from the original Contract and Appendix "A1" from this Supplement No. 1, agrees to pay the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For completed work, and upon receipt of invoices from the CONSULTANT and approval thereof by the LPA but in no event later than 30 days after receipt of said invoices, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

3. In the event of a substantial change in the scope, character, or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item 6 (Changes in Work) of the General Provisions set out in the original Contract and this Supplement No. 1.





Board of Public Works Staff Report

Project/Event:	Resolution 2019-35 Public Need to Purchase Right of Way for the Sare Road Multiuse Path and Intersection Improvements Project
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Neil Kopper, Senior Project Engineer
Date:	04/16/2019

Report: This project will construct multiuse path on the west side of Sare Road from Buttonwood Lane to Moores Pike. It will also construct intersection improvements at the Sare Road-Moores Pike traffic signal. Construction is expected in 2020.

The project will require purchase of additional right of way from six parcels. If approved by the Board, this resolution will confirm that the Project serves a public purpose and will authorize the right of way acquisition.

Recommendation and Supporting Justification: Staff recommends that the Board approve Resolution 2019-35 Public Need to Purchase Right of Way for the Sare Road Multiuse Path and Intersection Improvements Project.

Recommend Approval Denial by <u>Neil Kopper</u>

Project Approvals Timeline			
Approval Type	<u>Status</u>	Date	
Funding Approval	Approved	08/22/2017	
Design Services Contract	Future**	04/16/2019	
ROW Services Contract	Future***	04/16/2019	
Public Need Resolution	Current Item	04/16/2019	
Construction Inspection Contract	Future	2019	
Construction Contract	N/A*	2020	

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

** Original design contract approved 2/6/2018.

*** ROW services to be added as a part of the design contract.

RESOLUTION 2019 – 35 BOARD OF PUBLIC WORKS SARE ROAD MULTIUSE PATH AND INTERSECTION IMPROVEMENTS RIGHT OF WAY PURCHASE

WHEREAS, the City of Bloomington through its Board of Public Works ("City") intends to construct a multiuse path on the west side of Sare Road from Buttonwood Lane to Moores Pike. In addition, the City also intends to construct intersection improvements at the Sare Road - Moores Pike traffic signal (the "Project") in Bloomington, Indiana; and

WHEREAS, the City has determined that there is a need for the Project, and that it will serve a public purpose and be of public benefit, and has appropriated money to finance construction of the Project; and

WHEREAS, it is necessary to acquire land and/or easements for construction of the Project from the property owners listed in Attachment A, incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The Project serves a public purpose and will benefit the citizens of Bloomington and Monroe County, Indiana.
- 2. The acquisition of the land and easements from the property owners listed on Attachment A is hereby authorized. In the event the City is unable to reach agreement with a property owner regarding the purchase of the land or easement within 30 days after the issuance of a formal offer to purchase, as provided in Indiana Code 32-24-1, the City is hereby authorized to commence eminent domain proceedings.

Approved this 16th day of April, 2019.

CITY OF BLOOMINGTON, INDIANA BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

Attachment A

AFFECTED PROPERTY OWNERS FOR PROJECT

Parcel #	<u>Owner</u>	Property Address
Parcel 1	Taresah Youngman	2750 E. Spicewood Lane Bloomington, IN 47401
Parcel 3	Judith Allen	2898 S. Sare Road Bloomington, IN 47401
Parcel 4	Christian Frederickson	2894 W. Hunters Glen Bloomington, IN 47401
Parcel 5	Joe Kemp Construction, LLC	2750 S. Sare Road Bloomington, IN 47401
Parcel 7	Donald M. Coller	S. Sare Road Bloomington, IN 47401
Parcel 9	Ramsey Land Development Inc.	2410 E. Moores Pike Bloomington, IN 47401



Board of Public Works Staff Report

Project/Event:	Award Contract for 2019 Vacuumed Leaves Acceptance
Petitioner/Representative:	Street Division
Staff Representative:	Joe VanDeventer
Meeting Date:	April 16, 2019

Green Earth Recycling & Composting has agreed to accept the vacuumed leaves from the City of Bloomington Street Department. Green Earth is a locally owned and operated compost and mulch manufacturing facility.

☑ Green Earth Recycling & Composting	\$22.00 per 25cy truckload \$22.00 per less than truckload
□ Maple Grove Gardens, LLC	\$15.00 per 25cy truckload \$10.00 per less than truckload
Green Earth Recycling & Composting submitted th staff recommends awarding the contract to Green	

Recommend Ø Approval by Joe VanDeventer

AGREEMENT BETWEEN CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT, STREET DIVISION, AND

GREEN EARTH RECYCLING & COMPOSTING

This Agreement, entered into on this 16th day of April, 2019, by and between the City of Bloomington Department of Public Works, Street Division, through its Board of Public Works (hereinafter referred to as "Department"), and Green Earth Recycling & Composting (hereinafter referred to as "Contractor").

Article 1. Scope of Services Contractor shall accept daily deliveries of vacuumed leaves collected by the Street Division in its Curbside Leaf Collection program which begins in November and continues through December of each year. Daily deliveries will average from one (1) to ten (10) per day. The total estimated cubic yards collected during this time period is approximately eight thousand five hundred (8,500) cubic yards; however, the Department reserves the right to deliver decreased or increased quantities. These services will be performed ("Services") for a set price of Twenty-Two Dollars (\$22.00) per twenty-five (25) cubic yards (a truck load) and Twenty-Two Dollars (\$22.00) for less than a truck load for acceptance of the vard waste. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joe VanDeventer, Director of Street Operations, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. <u>Compensation</u> The Department shall pay Contractor for all fees and expenses in an amount not to exceed Ten Thousand Dollars (\$10,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joe VanDeventer, City of Bloomington Public Works, Director of Street Operations, 1981 South Henderson St., Bloomington, Indiana 47401. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. <u>Schedule</u> Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. <u>Termination</u> In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

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

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

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

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

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

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

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

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

Article 20. <u>Compliance with Laws</u> In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor

shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

Department: City of Bloomington Public Works, Director of Street Operations, Attn: Joe VanDeventer, 1981 S. Henderson St., Bloomington, Indiana 47401.

Contractor: Green Earth Recycling and Composting, Attn: Kevin R. Huntley, 7333 W. Gifford Road, Bloomington Indiana 47403.

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

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

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

Article 25: <u>Renewal</u> Contractor may give written notice to the Department on or before December 31, 2020, of its desire to renew this Agreement for an additional two (2) year term. In the event that Contractor provides the Department with notice of its desire to renew the Agreement, the Department and Contractor may agree to a two (2) year renewal of this Agreement ("First Renewal"), which if agreed upon would extend the term of this Agreement to December 31, 2022. If a First Renewal is entered, Contractor may give written notice to the Department on or before December 31, 2022, of its desire to renew this Agreement for an additional two (2) year term. In the event that Contractor provides the Department with notice of its desire, the Department and Contractor may agree to an additional two (2) year term of this Agreement ("Second Renewal"), which, if agreed upon, would extend the term of this Agreement to December 31, 2024.

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

Green Earth Recycling & Composting

Kevin R. Huntley, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:

COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA))SS:

COUNTY OF _____)

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

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence:

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this	_ day of	, 2019.	
		Good Earth Recycling & Composting	
	By:		
STATE OF INDIANA)		
COUNTY OF) 55.		
		d County and State, personally appeared pregoing this day of	
and acknowledged the exec		day of	, 2019.
		My Commission Expires:	
Notary Public's Signature			
		County of Residence:	
Printed Name of Notary Pu	blic		





<u>CITY OF BLOOMINGTON QUOTE FORM</u> <u>RFQ #2019-LEAFING</u> <u>LEAF AND YARD WASTE COMPOSTING</u>

Important:

Both pages of this Quote Form must be completed for the quote to be valid and accepted.

SEND OR DELIVER QUOTE TO:

City of Bloomington Board of Public Works 401 N Morton St. Ste. 120 Bloomington, IN 47404 812-349-3567 (Fax) public.works@bloomington.in.gov

ITEM NO.	DESCRIPTION	COST PER LOAD
	Leaf and Yard Waste Composting Services for City of Bloomington Approximately 10,000 – 10,500 Cubic Yards	
1	Cost per 25 CY Load of <u>Yard</u> Waste:	\$22.00
	Cost per less than Truckload of <u>Yard</u> Waste:	\$22.00
	Cost per 25 CY Load of <u>Vacuumed Leaves</u> :	\$22.00
2	Cost per less than Truckload of <u>Vacuumed Leaves</u> :	<u>2</u> .0

VENDOR / CONTRACTOR INFORMATION

Company: (Neen Earth Recycling + Composting
Name (print): Kevin R. Huntley
Address: 7333 W. Cifford Rd. Bloomington, IN 47403
Telephone: 812-825-3461 Fax: 812-825-3861
E-Mail: Khuntleyexc@ comcast. net
Signature:
(Must be signed by an authorized company representative.)



Board of Public Works Staff Report

Project/Event:	Award Contract for 2019 Yard waste
Petitioner/Representative:	Sanitation Division
Staff Representative:	Rhea Carter
Meeting Date:	April 16, 2019

Green Earth Recycling & Composting has agreed to accept yard waste from the City of Bloomington Sanitation Division. Green Earth is a locally owned and operated compost and mulch manufacturing facility.

Green Earth Recycling & Composting	\$22.00 per 25cy truckload \$22.00 per less than truckload
□ Maple Grove Gardens, LLC	\$15.00 per 25cy truckload \$10.00 per less than truckload
One on Forth Depugling & Compression automittee	

Green Earth Recycling & Composting submitted the only responsive quote; therefore, staff recommends awarding the contract to Green Earth Recycling & Composting.

Recommend Ø Approval by Rhea Carter

AGREEMENT BETWEEN CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT, SANITATION DIVISION, AND

GREEN EARTH RECYCLING & COMPOSTING

This Agreement, entered into on this 16th day of April, 2019, by and between the City of Bloomington Department of Public Works, Sanitation Division, through its Board of Public Works (hereinafter referred to as "Department"), and Green Earth Recycling & Composting (hereinafter referred to as "Contractor").

Article 1. Scope of Services Contractor shall accept yard waste collected by the Sanitation Division in its Yard Waste Collection program. Yard waste shall contain grass clippings, weeds, leaves, twigs, brush, tree trimmings, hedge clippings and other yard and garden materials. Contractor shall accept holiday trees and wreaths. These services will be performed ("Services") for a set price of Twenty-Two Dollars (\$22.00) per twenty-five (25) cubic yards (a truck load) and Twenty-Two Dollars (\$22.00) for less than a truck load for acceptance of the yard waste. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work. Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Rhea Carter, Sanitation Division Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. <u>Compensation</u> The Department shall pay Contractor for all fees and expenses in an amount not to exceed Six Thousand, Three Hundred Seventy-Five Dollars (\$6,375.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Rhea Carter, City of Bloomington Public Works, Sanitation Division, 3406 Old S.R. 37 S, Bloomington, Indiana 47401. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. <u>Schedule</u> Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. <u>Termination</u> In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

Article 12. <u>Insurance</u> During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a

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

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

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

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

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

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

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

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

Article 20. <u>Compliance with Laws</u> In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such

governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

Department: City of Bloomington Public Works, Sanitation Division, Attn: Rhea Carter, 3406 Old S.R. 37 S, Bloomington, Indiana 47401.

Contractor: Green Earth Recycling and Composting, Attn: Kevin R. Huntley, 7333 W. Gifford Road, Bloomington Indiana 47403.

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

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

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

Article 25: <u>Renewal</u> Contractor may give written notice to the Department on or before December 31, 2020, of its desire to renew this Agreement for an additional two (2) year term. In the event that Contractor provides the Department with notice of its desire to renew the Agreement, the Department and Contractor may agree to a two (2) year renewal of this Agreement ("First Renewal"), which if agreed upon would extend the term of this Agreement to December 31, 2022. If a First Renewal is entered, Contractor may give written notice to the Department on or before December 31, 2022, of its desire to renew this Agreement for an additional two (2) year term. In the event that Contractor provides the Department with notice of its desire, the Department and Contractor may agree to an additional two (2) year term of this Agreement ("Second Renewal"), which, if agreed upon, would extend the term of this Agreement to December 31, 2024.

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

Green Earth Recycling & Composting

Kevin R. Huntley, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT A E-VERIFY AFFIDAVIT

STATE OF INDIANA)
)SS:

COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA))SS:

COUNTY OF _____)

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

Notary Public's Signature

_____ My Commission Expires: _____

Printed Name of Notary Public

County of Residence:

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

	of, 2019.
	Good Earth Recycling & Composting
	By:
STATE OF INDIANA)) COUNTY OF)	SS.
COUNTY OF)	55.
	for said County and State, personally appeared, 2019.
Notary Public's Signature	My Commission Expires:





<u>CITY OF BLOOMINGTON QUOTE FORM</u> <u>RFQ #2019-LEAFING</u> <u>LEAF AND YARD WASTE COMPOSTING</u>

Important:

Both pages of this Quote Form must be completed for the quote to be valid and accepted.

SEND OR DELIVER QUOTE TO:

City of Bloomington Board of Public Works 401 N Morton St. Ste. 120 Bloomington, IN 47404 812-349-3567 (Fax) public.works@bloomington.in.gov

ITEM NO.	DESCRIPTION	COST PER LOAD
	Leaf and Yard Waste Composting Services for City of Bloomington Approximately 10,000 – 10,500 Cubic Yards	
1	Cost per 25 CY Load of <u>Yard</u> Waste:	\$22.00
	Cost per less than Truckload of <u>Yard</u> Waste:	\$22.00
	Cost per 25 CY Load of <u>Vacuumed Leaves</u> :	\$22.00
2	Cost per less than Truckload of <u>Vacuumed Leaves</u> :	<u>2</u> .0

VENDOR / CONTRACTOR INFORMATION

Company: (Neen Earth Recycling + Composting
Name (print): Kevin R. Huntley
Address: 7333 W. Cifford Rd. Bloomington, IN 47403
Telephone: 812-825-3461 Fax: 812-825-3861
E-Mail: Khuntleyexc@ comcast. net
Signature:
(Must be signed by an authorized company representative.)



Board of Public Works Staff Report

Request: Approve MOU with Loren Wood Builders, LLC on E. Short Street Petitioner/Representative: Loren Wood Builders, LLC Staff Representative: Adam Wason, Public Works Director Date: April 16, 2019

Report: Loren Wood Builders is the developer of B-Town Co-Housing, a new housing development in the city, located at the intersection of S. Maxwell Street E. Short St. Currently, E. Short Street does not connect to S. Highland Ave. to the west due to eighty-five feet of unpaved road.

This MOU to complete the improvements of E. Short Street between S. Maxwell Street and S. Highland Ave., is a collaboration between the City of Bloomington Department of Public Works and Loren Wood Builders, LLC. Loren Wood Builders, LLC, has agreed to perform all work required to prepare the street subgrade for installation of the asphalt roadway for this section of S. Short Street. Loren Wood Builders, LLC, has also agreed to pay for all materials to pave this unfinished portion of E. Short Street including asphalt and subgrade material. In addition Loren Wood Builders, LLC will cover the cost of additional infrastructure improvements including pavement markings and sidewalk installation along the south side of E. Short Street from S. Maxwell Street to S. Highland Avenue. The Department of Public Works will provide the equipment and laborers for the paving of E. Short Street from S. Maxwell Street to S. Highland Ave. All work will be completed under a Right-of-Way Excavation Permit and permit fees will be waived due to City involvement. This work is scheduled to be completed by July 1, 2019.

Recommendation: Staff appreciates the petitioner's efforts to improve City infrastructure and resident accessibility. Staff recommends approval of the MOU.

Recommend Approval Denial by: Adam Wason

Memorandum of Understanding Between City of Bloomington Public Works Department And Loren Wood Builders, LLC, as Developer of B-Town Co-Housing, LLC

This Memorandum of Understanding (MOU) between the City of Bloomington Public Works Department, (hereinafter "Public Works") and Loren Wood Builders, LLC, as Developer of B-Town Co-Housing, LLC, (hereinafter "Loren Wood Builders") outlines the agreed upon conditions regarding the extension and completion of E. Short Street to connect to S. Highland Avenue (hereinafter "Project").

- 1. E. Short Street, between S. Maxwell Street and S. Highland Avenue, does not provide a public street as E. Short Street is only partially paved.
- 2. Beginning at S. Maxwell Street, E. Short Street to the west does not connect to S. Highland Avenue.
- 3. E. Short Street is unpaved for eighty-five feet (85') from the end of existing E. Short Street pavement to western edge of S. Highland Avenue pavement.
- 4. Loren Wood Builders agrees to provide all the materials and perform all the necessary work to place the curbs, parabolic speed humps, subgrade treatment Type 1, and seven inches (7") of compacted aggregate base in preparation for the application of asphalt per the plans dated April 4, 2019, (attached hereto and incorporated herein) for the unfinished portion of E. Short Street to S. Highland Avenue. Proper preparation of the subgrade including a proof roll inspection shall be coordinated by Loren Wood Builders with a member of Engineering staff for the Department of Public Works. Loren Wood Builders agrees and acknowledges that all asphalt preparation work shall be completed by July 1, 2019, unless the parties mutually agree in writing to a later completion date.
- 5. Loren Wood Builders agrees to pay for all materials, including but not limited to asphalt, necessary to pave this unfinished portion of E. Short Street. Invoices for payment of materials will be forwarded by Public Works as they are received from the supplier to Loren Wood Builders. Loren Wood Builders agrees to pay any and all forwarded Project invoices directly to the supplier within 30 days of receipt.
- 6. Loren Wood Builders also agrees to construct all the remaining items associated with the Project including, but not limited to, pavement markings and a sidewalk along the southern side of E. Short Street as depicted on the plans.
- 7. Public Works agrees to complete the paving of E. Short Street from S. Maxwell Street to S. Highland Avenue with City provided equipment and labor. This shall include all three of the bituminous asphalt layers depicted in the plans.
- 8. Work described herein shall be done under a Right-of-Way Excavation Permit issued by The City of Bloomington Planning and Transportation Department. The fees for this permit will be waived due to City involvement and benefit from the addition of this City infrastructure.
- 9. A Performance Bond for the cost of all work described herein shall be submitted in a form and in an amount approved by the City of Bloomington Planning and Transportation Department.
- 10. All work described herein shall comply with all City and INDOT Standard Specifications.

CITY OF BLOOMINGTON

LOREN WOOD BUILDERS, LLC

Public Works Department

By:_____ Adam Wason, Director By:_____ Loren Wood, Manager

Date:_____

Date:_____

Board of Public Works

By:_____ Kyla Cox Deckard, President

Corporation Counsel

By: _____ Philippa M. Guthrie



Vendor	Invoice Description Co	ontract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)	· · · · · · · · · · · · · · · · · · ·			
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Yvonne Sons	01-refund adoption fee-rabbit		04/19/2019	45.00
	Account 43430 - Animal Adoptior	Fees Totals	1	\$45.00
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-swiffer duster		04/19/2019	23.16
6530 - Office Depot, INC	01-wall document holder		04/19/2019	94.49
6530 - Office Depot, INC	01-colored copy paper-9 reams		04/19/2019	19.44
6530 - Office Depot, INC	01-scissors, duct tape		04/19/2019	8.37
6530 - Office Depot, INC	01-spoon		04/19/2019	14.94
6530 - Office Depot, INC	01-anti-fatigue mat		04/19/2019	14.76
	Account 52110 - Office Su	oplies Totals	6	\$175.16
Account 52210 - Institutional Supplies				
4045 - Datamars, INC	01-microchips-400		04/19/2019	2,447.68
313 - Fastenal Company	01-bleach-3/28/2019		04/19/2019	21.66
313 - Fastenal Company	01-brush, handles, towels, earplugs, hand sanitizer-		04/19/2019	258.71
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline food-3/22/19		04/19/2019	218.32
3929 - IDEXX Laboratories, INC	01-Parvo diagnostic tests-3/11/2019		04/19/2019	201.00
4633 - Midwest Veterinary Supply, INC	01-antiparasitics, antibiotics, vaccines-3/21/19		04/19/2019	1,808.89
	Account 52210 - Institutional Su	oplies Totals	6	\$4,956.26
Account 52310 - Building Materials and Supplies				
394 - Kleindorfer Hardware & Variety	01-nylon rope, lynch pins		04/19/2019	10.99
	Account 52310 - Building Materials and Su	oplies Totals	1	\$10.99
Account 52430 - Uniforms and Tools				
4832 - Animal Care Equipment & Services, LLC	01-safe animal handling supplies-3/21/2019		04/19/2019	189.47
	Account 52430 - Uniforms and	Tools Totals	1	\$189.47
Account 53130 - Medical				
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-4/2/2019		04/19/2019	535.30
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-3/5/2019		04/19/2019	285.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, amputation-3/26/2019		04/19/2019	1,140.88
	Account 53130 - M	edical Totals	3	\$1,961.18
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	01-Training for ACO-Ntnl Animal Care and Control		04/19/2019	575.00
	Account 53160 - Instru	iction Totals	1	\$575.00



Vendor	Invoice Description Contract #	Payment Date	Invoice Amount
Account 53220 - Postage	·		
4487 - PMB East, INC (PakMail)	01-BOH shipping-4/1/2019	04/19/2019	13.30
	Account 53220 - Postage Totals	1	\$13.30
Account 53230 - Travel			
6869 - Kathryn Ennis	01-per diem reimb-Midwest Vet Conf-2/20-2/24/19	04/19/2019	240.00
3947 - Nadine Eubank	01-per diem reimb-Midwest Vet Conf-2/20-2/24/19	04/19/2019	240.00
6868 - Destinee Alix Hartsburg	01-per diem reimb-Midwest Vet Conf-2/20-2/24/19	04/19/2019	240.00
6867 - Lisa R Ritchel	01-per diem reimb-Midwest Vet Conf-2/20-2/24/19	04/19/2019	240.00
	Account 53230 - Travel Totals	4	\$960.00
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill March 2019	04/08/2019	395.06
	Account 53530 - Water and Sewer Totals	1	\$395.06
Account 53540 - Natural Gas			
222 - Vectren	19-ACC-gas bill 3/4-4/2/19	04/08/2019	419.98
	Account 53540 - Natural Gas Totals	1	\$419.98
Account 53610 - Building Repairs			
1537 - Indiana Door & Hardware Specialties, INC	19-ACC-repair of employee entrance door	04/19/2019	95.00
	Account 53610 - Building Repairs Totals	1	\$95.00
Account 53910 - Dues and Subscriptions			
5507 - Julia K Eppley	01-Sub. renewal to Association for Animal Welfare	04/19/2019	250.00
	Account 53910 - Dues and Subscriptions Totals	1	\$250.00
	Program 010000 - Main Totals	28	\$10,046.40
Program 010001 - Donations Over \$5K Account 53130 - Medical	5		
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-3/14-3/26/19	04/19/2019	1,125.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-emergency visit-3/27/19	04/19/2019	297.40
	Account 53130 - Medical Totals	2	\$1,422.40
	Program 010001 - Donations Over \$5K Totals	2	\$1,422.40
	Department 01 - Animal Shelter Totals	30	\$11,468.80
Department 02 - Public Works		50	φ11,400.00
Program 020000 - Main			
Account 46060 - Other Violations			
Jeffrey & M. Montoya Retseck	14-refund over payment pkg citation #A1602253	04/19/2019	40.00
	Account 46060 - Other Violations Totals	1	\$40.00
Account 53210 - Telephone		I	ψ40.00
1079 - AT&T	02-radio circuits-phone charges 3/1-3/28/19	04/08/2019	180.64



			Payment	Invoice
Vendor	Invoice Description	Contract #	Date	Amount
	Ассоц	unt 53210 - Telephone Totals	1	\$180.64
Account 54510 - Other Capital Outlays				
50944 - Cargill Deicing Techno	20-Brine Maker System		04/19/2019	5,000.00
		Other Capital Outlays Totals	1 _	\$5,000.00
		Program 020000 - Main Totals	3	\$5,220.64
	Departn	nent 02 - Public Works Totals	3	\$5,220.64
Department 03 - City Clerk				
Program 030000 - Main				
Account 52410 - Books				
3560 - First Financial Bank / Credit Cards	03-book-Chicago Manual of Style-17th	Ed.	04/19/2019	81.32
		Account 52410 - Books Totals	1	\$81.32
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	03-Courtyard-ILMCT Academy Hotel-3/	/13/19	04/19/2019	376.00
3560 - First Financial Bank / Credit Cards	03-Delta Airlines-IIMC Annual Conferer	nce Flight-N.	04/19/2019	486.00
3560 - First Financial Bank / Credit Cards	03-Courtyard-ILMCT Academy Hotel-3/		04/19/2019	376.00
		Account 53230 - Travel Totals	3	\$1,238.00
	P	Program 030000 - Main Totals	4	\$1,319.32
		artment 03 - City Clerk Totals	4	\$1,319.32
Department 04 - Economic & Sustainable Dev		, , , , , , , , , , , , , , , , , , ,		
Program 040000 - Main				
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	04 Conference Fee for Sean - Americar	ns for the Arts	04/19/2019	575.00
		nt 53160 - Instruction Totals	1	\$575.00
Account 53230 - Travel				+010100
3560 - First Financial Bank / Credit Cards	04-Delta-Sean's Flight for Americas for	the Arts Conf	04/19/2019	296.60
	5	Account 53230 - Travel Totals	1	\$296.60
Account 53320 - Advertising	,		•	¢270.00
3560 - First Financial Bank / Credit Cards	04-Webscribble-Next City ad-Job postir	na Asst Dir	04/19/2019	129.00
Greenplaque	04-LEED Gold recognition	ng Asst Dil	04/19/2019	142.00
Greenplaque	5	nt 53320 - Advertising Totals	2	\$271.00
Account 53910 - Dues and Subscriptions	Accour	In 53320 - Auvertising Totals	Z	φ271.00
	04 2010 Appual Mambarahin Duas		04/19/2019	5,250.00
1051 - Bloomington Economic Development Corp 3560 - First Financial Bank / Credit Cards	04 - 2019 Annual Membership Dues			
3560 - FIRST FINANCIAL BANK / Credit Cards	04-Hootsuite Platform-3/2-4/1/19	use and Cubesriptions Tatala	04/19/2019	<u>5.99</u>
	Account 53910 - D	ues and Subscriptions Totals	2	\$5,255.99
Account 53960 - Grants				
1051 - Bloomington Economic Development Corp	04 Table Sponsorship for Mira Awards	0040	04/19/2019	500.00



Vendor	Invoice Description Contract #	Payment Date	Invoice Amount
Vendor	Account 53960 - Grants Totals	1	\$500.00
Account 53990 - Other Services and Charges		·	\$500.00
818 - Everywhere Signs, LLC	04 - Removal of Banner after windstorm on History	04/19/2019	235.00
6515 - Green Camino, INC	04 - 2019 composing agreement - city facilities	04/19/2019	120.00
	Account 53990 - Other Services and Charges Totals	2	\$355.00
	Program 040000 - Main Totals	9	\$7,253.59
	Department 04 - Economic & Sustainable Dev Totals	9	\$7,253.59
Department 05 - Common Council			
Program 050000 - Main			
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	05-CNU Registration for Cm Volan and Granger	04/19/2019	825.00
	Account 53160 - Instruction Totals	1	\$825.00
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	05-CNU membership for Granger	04/19/2019	125.00
3560 - First Financial Bank / Credit Cards	05-CNU membership for Volan	04/19/2019	125.00
	Account 53910 - Dues and Subscriptions Totals	2	\$250.00
	Program 050000 - Main Totals	3	\$1,075.00
	Department 05 - Common Council Totals	3	\$1,075.00
Department 06 - Controller's Office			
Program 060000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	06-Note pads and binder clips	04/19/2019	4.16
6530 - Office Depot, INC	06-Note pads and binder clips	04/19/2019	4.33
	Account 52110 - Office Supplies Totals	2	\$8.49
Account 53170 - Mgt. Fee, Consultants, and Workshops			
5648 - Reedy Financial Group, PC	06-Financial Consulting-services provided thru	04/19/2019	3,248.33
5648 - Reedy Financial Group, PC	06-Financial Consulting-TIF-services provided thru	04/19/2019	2,660.00
5648 - Reedy Financial Group, PC	06-Financial Consulting-FPlan Const-serv. provided	04/19/2019	1,658.73
5648 - Reedy Financial Group, PC	06-Financial Consulting-FPlan Const-serv. provided	04/19/2019	3,640.48
5648 - Reedy Financial Group, PC	06-Financial Consulting-TIF-services provided thru	04/19/2019	2,269.16
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	5	\$13,476.70
Account 53230 - Travel		0.1.10.100.000	.
880 - Jeff McMillian	06-Mileage Reimbursement for MFOA Meeting	04/19/2019	81.78
	Account 53230 - Travel Totals	1	\$81.78
	Program 060000 - Main Totals	8	\$13,566.97
	Department 06 - Controller's Office Totals	8	\$13,566.97



Invoice Date Range 04/08/19 - 04/19/19

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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Department 09 - CFRD			Duto	Amount
Program 090000 - Main				
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	09-FACES of ACEs-conf. regis	stration for S. Owens	04/19/2019	22.85
	5	Account 53160 - Instruction Totals	1	\$22.85
Account 53310 - Printing				
3892 - Midwest Color Printing, INC	09-business cards for Shatoy	ia Moss-250 cards	04/19/2019	41.50
	-	Account 53310 - Printing Totals	1	\$41.50
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	09-Animoto-Annual subscript	ion 2019	04/19/2019	224.40
	Account 5	3910 - Dues and Subscriptions Totals	1	\$224.40
Account 53960 - Grants				
1138 - BCT Management, INC	28-09-Be More Awardsfacili	ty/equipment rental and	04/19/2019	556.00
		Account 53960 - Grants Totals	1	\$556.00
		Program 090000 - Main Totals	4	\$844.75
		Department 09 - CFRD Totals	4	\$844.75
Department 10 - Legal				
Program 100000 - Main				
Account 53120 - Special Legal Services				
Benita Fox	10-Transcript		04/19/2019	164.00
330 - Ice Miller, LLP	10 legal service environ inves		04/19/2019	5,688.63
330 - Ice Miller, LLP	10- midland stone property a		04/19/2019	2,814.00
	Account	53120 - Special Legal Services Totals	3	\$8,666.63
Account 53160 - Instruction		001/0	0.4.4.0.4004.0	005 00
6374 - Labor Arbitration Institute	10 seminar Labor Arbitration		04/19/2019	325.00
		Account 53160 - Instruction Totals	1	\$325.00
Dreamen 101000 Illumen Dichte		Program 100000 - Main Totals	4	\$8,991.63
Program 101000 - Human Rights				
Account 52110 - Office Supplies	10 contif chasts swards		04/10/2010	10 / 0
6530 - Office Depot, INC	10 certif sheets, awards	Assount E2110 Office Sumplice Tatala	04/19/2019	<u>12.69</u> \$12.69
Account 52420 - Other Supplies	, i i i i i i i i i i i i i i i i i i i	Account 52110 - Office Supplies Totals	I	\$12.09
732 - Barbara E McKinney	10 supplies for PUDC awards	McKinnov	04/19/2019	49.83
6530 - Office Depot, INC	10 supplies for BHRC awards 10-Velcor		04/19/2019	49.83
		Account 52420 - Other Supplies Totals	2	\$93.82
Account 53910 - Dues and Subscriptions	1		۷	ψ73.02



Vendor	Invoice Description Contract #	Payment Date	Invoice Amount
6879 - Indiana Consortium of State and Local Human Right	10-2019 annual membership dues	04/19/2019	100.00
	Account 53910 - Dues and Subscriptions Totals	1	\$100.00
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	10- notary public state of Indiana fee Oswalt	04/19/2019	18.87
	Account 53990 - Other Services and Charges Totals	1	\$18.87
	Program 101000 - Human Rights Totals	5	\$225.38
	Department 10 - Legal Totals	9	\$9,217.01
Department 11 - Mayor's Office			
Program 110000 - Main Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	11 US Conf. of Movers registration 2010	04/19/2019	
3500 - FIIST FINANCIAL BANK / CLEUIT CALUS	11-US Conf. of Mayors-registration 2019 Account 53160 - Instruction Totals	04/19/2019	<u>950.00</u> \$950.00
Account 53170 - Mgt. Fee, Consultants, and Workshops		I	\$950.00
5778 - National Research Center, INC	11-second payment for 2019 city survey	04/19/2019	10,860.00
3770 - National Research Genter, me	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1	\$10,860.00
Account 53230 - Travel		·	\$10,000.00
3560 - First Financial Bank / Credit Cards	11-Southwest-airfare-Code for America Summit-D.	04/19/2019	168.98
3560 - First Financial Bank / Credit Cards	11-Marriott-CA-hotel- Code for America Summit-D.	04/19/2019	257.00
	Account 53230 - Travel Totals	2	\$425.98
Account 53320 - Advertising			
3560 - First Financial Bank / Credit Cards	11-Twitter ad boosts-3/5-3/11/2019	04/19/2019	30.00
3560 - First Financial Bank / Credit Cards	11-Twitter ad boosts-11/10/12-3/4/19	04/19/2019	10.00
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	11-ads for State of the City	04/19/2019	2,176.96
203 - Indiana University	11-online ads for scooter survey	04/19/2019	300.00
9111 - Monroe County Fair Association	11-ad for Monroe County Fair Book	04/19/2019	65.00
	Account 53320 - Advertising Totals	5	\$2,581.96
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	11-Zapier-annual charge	04/19/2019	600.00
5259 - Pacific & Southern Company, INC (Indy Star)	11-IndyStar online access	04/19/2019	4.99
Assessment E20/0 Consulta	Account 53910 - Dues and Subscriptions Totals	2	\$604.99
Account 53960 - Grants	11 tant weights another for Street Fair	04/10/2010	(40 / 7
5819 - Synchrony Bank	11-tent, weights, costumes for Street Fair	04/19/2019	649.67 40.54
5819 - Synchrony Bank 5819 - Synchrony Bank	11-tent, weights, costumes for Street Fair	04/19/2019 04/19/2019	40.56 41.99
5819 - Synchrony Bank 5819 - Synchrony Bank	11-table, wagon for Mayor at the Market 11-table, wagon for Mayor at the Market	04/19/2019	41.99
JOTA - SHICHUTA DUTK	Account 53960 - Grants Totals	04/19/2019 4	\$862.21
	Account 33700 - Grants Totals	4	ΦΟΟΖ.ΖΙ



Vendor	Invoice Description Co	ntract #	Payment Date	Invoice Amount
Account 53990 - Other Services and Charges		in dot "	Bato	711104111
3560 - First Financial Bank / Credit Cards	11-Paypal-Indiana University Expand for Devta Kidd		04/19/2019	950.00
2541 - South Central Indiana Interpreting	11-interpretation of State of the City address		04/19/2019	261.36
	Account 53990 - Other Services and Cha	raes Totals	2	\$1,211.36
	Program 110000 - I	U	 17	\$17,496.50
	Department 11 - Mayor's O		17	\$17,496.50
Department 12 - Human Resources				. ,
Program 120000 - Main				
Account 53230 - Travel				
5836 - Mary Caroline Buchanan Shaw	12 Reimbursement for parking AIM meeting (3/21/19)		04/19/2019	14.00
	Account 53230 - Tr	avel Totals	1	\$14.00
Account 53320 - Advertising				
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12 Job Ads Inv 33119		04/19/2019	358.69
	Account 53320 - Adverti	sing Totals	1	\$358.69
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	12-ELGL All-In-One Membership		04/19/2019	300.00
	Account 53910 - Dues and Subscript	ions Totals	1	\$300.00
Account 53990 - Other Services and Charges				
6542 - The Novak Consulting Group, INC	12- Consulting Services for Traffic & Transportation		04/19/2019	7,029.00
	Account 53990 - Other Services and Cha	•	1	\$7,029.00
	Program 120000 - I		4	\$7,701.69
	Department 12 - Human Resou	rces Totals	4	\$7,701.69
Department 13 - Planning				
Program 130000 - Main				
Account 52420 - Other Supplies				
5819 - Synchrony Bank	13-Room Divider (4-panel, Cherry Wood)_Carmen &		04/19/2019	165.30
	Account 52420 - Other Sup	olies Totals	1	\$165.30
Account 53170 - Mgt. Fee, Consultants, and Workshops				
8305 - Schmidt Associates, INC	13-City Architect-Proj. Review-services 1/1-1/31/19		04/19/2019	43.75
	Account 53170 - Mgt. Fee, Consultants, and Works	nops lotals	1	\$43.75
Account 53230 - Travel				
6644 - Carlisle T Buddin	13 - Certified Floodplain Managers Exam TRAVEL -		04/19/2019	33.00
Associate 52210 Detections	Account 53230 - Tr	avel lotals	I	\$33.00
Account 53310 - Printing	12 husiness conde D. Clamons 250		04/10/2010	41 50
3892 - Midwest Color Printing, INC	13-business cards-R. Clemens-250	Line Totola	04/19/2019	<u>41.50</u>
	Account 53310 - Prin	iting rotais	1	\$41.50



Invoice Date Range 04/08/19 - 04/19/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53990 - Other Services and Charges				
6289 - Clarion Associates, LLC	13-UDO Updates-prof. services thru 2/28/2019-In	V.	04/19/2019	8,135.00
	Account 53990 - Other Services		1	\$8,135.00
	Program 13	0000 - Main Totals	5	\$8,418.55
		3 - Planning Totals	5	\$8,418.55
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co. INC	19-Sanitation-AAA batteries, 8pk D batteries		04/19/2019	31.98
409 - Black Lumber Co. INC	19-Sanitation-switch duplex ivory, duplex outlet p	late	04/19/2019	10.38
293 - J&S Locksmith Shop, INC	19- duplicate key for facilities maintenance		04/19/2019	3.50
395 - Kirby Risk Corp	19-City Hall-Levi 10085, Porc 9in LDS PKD		04/19/2019	22.11
395 - Kirby Risk Corp	19-City Hall-Porc 9in LDS Pkd		04/19/2019	221.10
394 - Kleindorfer Hardware & Variety	19-CH-clock, bolts, spacer, light tubes, cold patch		04/19/2019	62.24
394 - Kleindorfer Hardware & Variety	19-CH-propane, torch kit, faucet repair		04/19/2019	119.35
394 - Kleindorfer Hardware & Variety	19-CH-30amp breaker, plunger, baking soda, hair		04/19/2019	44.01
394 - Kleindorfer Hardware & Variety	19-CH-screws, zip ties		04/19/2019	27.01
394 - Kleindorfer Hardware & Variety	19-CH-zip ties, safety glasses, plastic drop cloths		04/19/2019	83.03
394 - Kleindorfer Hardware & Variety	19-CH-box of nuts		04/19/2019	2.30
394 - Kleindorfer Hardware & Variety	19-CH-3 rakes, 2 yard waste bags		04/19/2019	68.25
394 - Kleindorfer Hardware & Variety	19-CH-cable ties		04/19/2019	81.43
53005 - Menards, INC	19-CH-sand mix		04/19/2019	20.76
	Account 52310 - Building Materials a	and Supplies Totals	14	\$797.45
Account 53530 - Water and Sewer	-			
208 - City Of Bloomington Utilities	19-Graffiti Team-Temp Mtr-water/sewer bill-Marc	'n	04/08/2019	15.48
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill-March 2019		04/08/2019	584.65
	Account 53530 - Wate	r and Sewer Totals	2	\$600.13
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	19-CH-quarterly PM contract-April 2019	BC 2019-23	04/19/2019	1,910.66
321 - Harrell Fish, INC	19-CH-quarterly PM contract-March 2019	BC 2019-23	04/19/2019	1,910.66
6688 - SSW Enterprises, LLC (Office Pride)	19-CH/off site facilities-monthly-March 2019	BC 2018-87	04/19/2019	16,233.80
	Account 53610 - Build	ding Repairs Totals	3	\$20,055.12
		0000 - Main Totals	19	\$21,452.70
	Department 19 - Facilities N		19	\$21,452.70
Department 28 - ITS	·			

Department **28 - ITS** Program **280000 - Main**



Invoice Date Range 04/08/19 - 04/19/19

Vendor	Invoice Description Contract #	Payment Date	Invoice Amount
Account 53170 - Mgt. Fee, Consultants, and Workshops			
5437 - Columbia Telecommunications Corporation	28-Addendum to Agreement-Director of Bus	04/19/2019	375.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Total	s 1	\$375.00
Account 53230 - Travel			
3560 - First Financial Bank / Credit Cards	28-American Airlines-CA trip-Code for America	04/19/2019	257.00
3560 - First Financial Bank / Credit Cards	28-Delta Airlines-CA trip-Code for America Summit	04/19/2019	187.00
	Account 53230 - Travel Tota	s 2	\$444.00
Account 53910 - Dues and Subscriptions			
6870 - Carahsoft Technology Corporation	28-LinkedIn Learning	04/19/2019	3,520.00
3560 - First Financial Bank / Credit Cards	28-VMUG VMware User Support Group Subscription	04/19/2019	200.00
3560 - First Financial Bank / Credit Cards	28-Amazon Web Services, Inc-2/1-2/28/19	04/19/2019	22.32
3560 - First Financial Bank / Credit Cards	28-Basecamp 2-3/2-4/2/19	04/19/2019	20.00
3560 - First Financial Bank / Credit Cards	28-Twilio API Services-3/25/2019	04/19/2019	11.95
3560 - First Financial Bank / Credit Cards	28-Twilio API Services-3/11/2019	04/19/2019	11.70
3560 - First Financial Bank / Credit Cards	28-URL Wildcard	04/19/2019	575.75
3560 - First Financial Bank / Credit Cards	28-Squarespace.com for mcpathways.com	04/19/2019	20.00
3560 - First Financial Bank / Credit Cards	28-Squarespace.com mcpathways.com - Subscription	04/19/2019	26.00
5786 - Promevo, LLC	28-GOOGLE DRIVE STORAGE SUBSCRIPTION 50 GB	04/19/2019	7.50
5819 - Synchrony Bank	18-Memberships	04/19/2019	15.00
	Account 53910 - Dues and Subscriptions Total		\$4,430.22
	Program 280000 - Main Tota		\$5,249.22
	Department 28 - ITS Total		\$5,249.22
	Fund 101 - General Fund (S0101) Tota	s 129	\$110,284.74
Fund 249 - Grants Non Approp			
Department 04 - Economic & Sustainable Dev			
Program G17018 - Bloomington Wide Brownfields			
Account 53170 - Mgt. Fee, Consultants, and Workshops			
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	04/19/2019	9,003.11
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	04/19/2019	23,328.27
	Account 53170 - Mgt. Fee, Consultants, and Workshops Total		\$32,331.38
	Program G17018 - Bloomington Wide Brownfields Total		\$32,331.38
	Department 04 - Economic & Sustainable Dev Total		\$32,331.38
	Fund 249 - Grants Non Approp Tota	s 2	\$32,331.38
Fund 270 - CC Jack Hopkins NR17-42 (S0011)			
Department 05 - Common Council			
Program 050000 - Main			



Vendor	Invoice Description Contra		Payment Date	Invoice Amount
Account 53960 - Grants				
20872 - Catholic Charities Social Services	15-JH18 Grant-Trauma-Informed Care Program-1/31-		04/19/2019	2,505.00
1663 - Citizens for Community Justice	15-JH18-Proj. Coord/Exec. Dir. expenses-March 2019		04/19/2019	551.18
56 - Middle Way House, INC	15-JH18 Grant-physical improvement for tech closet		04/19/2019	10,756.17
18311 - New Leaf/New Life, INC	15-JH18-Oct/2018-March/2019 QuickBooks		04/19/2019	11,171.99
	Account 53960 - Grant	t s Totals	4	\$24,984.34
	Program 050000 - Mai	n Totals	4	\$24,984.34
	Department 05 - Common Counc	il Totals	4	\$24,984.34
	Fund 270 - CC Jack Hopkins NR17-42 (S0011	I) Totals	4	\$24,984.34
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090003 - Com Serv - Status of Women				
Account 52420 - Other Supplies				
6530 - Office Depot, INC	09-2 reams white cardstock paper-WHM Lunch		04/19/2019	6.30
	Account 52420 - Other Supplie	s Totals	1	\$6.30
Account 53960 - Grants				
6584 - Kira Richardson	09-BCSW Leadership Scholarship Initiative-Recipient		04/19/2019	400.00
	Account 53960 - Grant	s Totals	1	\$400.00
Account 53990 - Other Services and Charges				
199 - Monroe County Government	09-Room/catering/A/V for 2019 WHM Lunch-		04/19/2019	12,829.20
	Account 53990 - Other Services and Charge		1	\$12,829.20
	Program 090003 - Com Serv - Status of Wome	n lotals	3	\$13,235.50
Program 090014 - Latino Programs				
Account 52420 - Other Supplies	00 minute locate for facel membrand for Caren		04/10/2010	100 14
6418 - Josefa Luce	09-reimburse Josefa for food purchased for Cesar		04/19/2019	180.14
	Account 52420 - Other Supplie		1	\$180.14
Dragram 000016 Com Sany Safa & Civil	Program 090014 - Latino Program	is rotals	1	\$180.14
Program 090016 - Com Serv - Safe & Civil Account 53990 - Other Services and Charges				
	09-BHM Gala Venue-170 dinners-3/2/2019		04/19/2019	E 744 94
4774 - RLJ Lodging II REIT Sub, LLC (Hilton Garden Inn)	Account 53990 - Other Services and Charge			<u>5,766.34</u> \$5,766.34
	Program 090016 - Com Services and Charge		1 1	\$5,766.34
Program 090018 - CBVN	riogram 0900 ro - Com Serv - Sale & Civ	101015	I	φ0,700.34
Account 52420 - Other Supplies				
5932 - Indiana Bratworks (Board & Blade)	09-Be More Awardscatering-3/26/2019		04/19/2019	1,495.00
6274 - Quality Logo Products	09-Be More Awards - gift mugs		04/19/2019	465.41
0274 - Quanty Logo Froducts	ov-be more Awards - girt mugs		17/2017	405.41



Invoice Date Range 04/08/19 - 04/19/19

Vendor	Invoice Description Contract	Payment # Date	Invoice Amount
891 - Lucy Schaich	09-Party City-Be More Awards-reimburse for paper	04/19/2019	54.26
11693 - The Award Center, INC	09-Be More Awardsawards	04/19/2019	440.00
	Account 52420 - Other Supplies	Totals 4	\$2,454.67
	Program 090018 - CBVN	Totals 4	\$2,454.67
	Department 09 - CFRD	Totals 9	\$21,636.65
	Fund 312 - Community Services	Totals 9	\$21,636.65
Fund 401 - Non-Reverting Telecom (S1146) Department 25 - Telecommunications Program 254000 - Infrastructure Account 53640 - Hardware and Software Maintenance			
13482 - Northern Lights Locating & Inspection, INC	28-BDU Line Locate Services-March 2019	04/19/2019	2,500.00
	Account 53640 - Hardware and Software Maintenance		\$2,500.00
	Program 254000 - Infrastructure	Totals 1	\$2,500.00
	Department 25 - Telecommunications		\$2,500.00
	Fund 401 - Non-Reverting Telecom (S1146)		\$2,500.00
Fund 450 - Local Road and Street(S0706) Department 20 - Street Program 200000 - Main			
Account 53520 - Street Lights / Traffic Signals	02 420 E 10th 1100/// Cignal alag hill 2/4 4/2/10	04/00/2010	12.00
223 - Duke Energy	02-420 E. 19th-HAWK Signal-elec. bill 3/4-4/2/19	04/08/2019	13.80
223 - Duke Energy	02-Middle Way House-elec. bill-4/3/19-#3910-3921-	04/08/2019 04/08/2019	9.64 9.41
223 - Duke Energy 223 - Duke Energy	02-420 W. 4th-Crosswalk-energy usage-2/26-3/27/19 02-220 W. Tapp Road-elec. bill dated 4/5/19	04/08/2019	4.70
223 - Duke Energy	02-114 N. Walnut St-elec. bill dated 4/2/19	04/08/2019	883.21
223 - Duke Energy	02-1101 W Tapp Rd-elec. bill 2/25-3/26/19	04/08/2019	9.01
223 - Duke Energy	02-Sunflower & Petal-street light chgs-bill date	04/08/2019	7.39
4186 - Carrier & Gable, INC	20- Dialight LED 12" 15 year Inserts	04/19/2019	39,970.41
5789 - ESL-Spectrum, INC (Lighting Services of Indiana)	20-Downtown Street Lights (9)	04/19/2019	34,956.00
	Account 53520 - Street Lights / Traffic Signals		\$75,863.57
	Program 200000 - Main		\$75,863.57
	Department 20 - Street		\$75,863.57
	Fund 450 - Local Road and Street(S0706)		\$75,863.57
			•

Fund **451 - Motor Vehicle Highway(S0708)** Department **20 - Street** Program **200000 - Main** Account **52110 - Office Supplies**



Vendor	Invoice Description Contract #	Payment Date	Invoice Amount
9523 - Freedom Business Solutions, LLC	20-Color LJ 4600/4650 Black Toner for LaserJet	04/19/2019	119.00
	Account 52110 - Office Supplies Totals	1	\$119.00
Account 52340 - Other Repairs and Maintenance			
294 - All-Phase Electric Supply, INC	20-sign materials-MH ballast quad, HID lamp	04/19/2019	78.48
4186 - Carrier & Gable, INC	20- Dialight LED 12" 15 year Inserts	04/19/2019	9,992.60
	Account 52340 - Other Repairs and Maintenance Totals	2	\$10,071.08
Account 52420 - Other Supplies			
6070 - 72 Hour LLC (National Auto Fleet Group)	20-2019 Sure-Trac Tilt Bed Trailer	04/19/2019	3,175.00
409 - Black Lumber Co. INC	20-Sidewalk projmasonry nails, LNX recip 810R 5PK	04/19/2019	34.98
409 - Black Lumber Co. INC	20-Paving Crew Roller-28 oz CLR cleaner-3	04/19/2019	20.97
409 - Black Lumber Co. INC	20-Spreader boxes-7x9-8' railroad ties-4	04/19/2019	55.96
409 - Black Lumber Co. INC	20-Sidewalk crew-chalk reel, red chalk, 520 crayon,	04/19/2019	12.97
409 - Black Lumber Co. INC	20-Spreader boxes-3/4"x66' plastic electrical tape-	04/19/2019	1.49
313 - Fastenal Company	20-safety supplies-gloves, earplugs, spray paint-	04/19/2019	53.58
313 - Fastenal Company	20-safety/misc. supplies-30SPF SunX Disp Bulk, sm	04/19/2019	232.35
313 - Fastenal Company	20-Tree Crew-HD Pstl/GrsGun-Hse, grease-3/27/19	04/19/2019	32.44
313 - Fastenal Company	20-safety/misc. supplies-gloves, spray paint-3/28/19	04/19/2019	64.28
313 - Fastenal Company	20-Tree crew-14 oz GenPurpLth Grease-4/2/19	04/19/2019	7.21
313 - Fastenal Company	20-Sign crew-socket adapters-4/2/19	04/19/2019	29.80
313 - Fastenal Company	20-safety/misc. supplies-12x1/8x20mm T1CutWhl-	04/19/2019	52.10
394 - Kleindorfer Hardware & Variety	20-Paving/Patching Crews-4 square shovels	04/19/2019	38.76
394 - Kleindorfer Hardware & Variety	20-chain hook, chain	04/19/2019	171.96
394 - Kleindorfer Hardware & Variety	20-bolts, nuts, washers	04/19/2019	8.40
394 - Kleindorfer Hardware & Variety	20-nuts, shovels	04/19/2019	42.15
394 - Kleindorfer Hardware & Variety	20-teflon tape, cleaner, nylon and brass barbs	04/19/2019	36.24
394 - Kleindorfer Hardware & Variety	20-Salt boxes-chain, hooks	04/19/2019	171.96
394 - Kleindorfer Hardware & Variety	20-2 orange traffic flags	04/19/2019	8.98
6262 - Koenig Equipment, INC	20-chainsaw supplies-woodcutter oil, 1 gal. bar/winter-	04/19/2019	29.60
786 - Richard's Small Engine, INC	20-chainsaw supplies-Super 20 chisel chain, 16 bar XF	04/19/2019	58. 9 5
19681 - Southeastern Equipment Co, INC	20-Key for Hot Box (493)	04/19/2019	5.75
19681 - Southeastern Equipment Co, INC	20-Milling head collars for milling machine-3/22/19	04/19/2019	1,765.43
	Account 52420 - Other Supplies Totals	24	\$6,111.31
Account 52430 - Uniforms and Tools			
313 - Fastenal Company	20-signs-18-8 TAP 5/16-18X3-4/2/19	04/19/2019	118.60
	Account 52430 - Uniforms and Tools Totals	1	\$118.60
Account 53250 - Pagers			



Invoice Date Range 04/08/19 - 04/19/19

		Payment	Invoice
Vendor	Invoice Description Contract #	Date	Amount
332 - Indiana Paging Network, INC	20-Services for Snow Control Pagers-May 2019	04/19/2019	87.26
	Account 53250 - Pagers Totals	1	\$87.26
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-March 2019	04/08/2019	37.06
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-March 2019	04/08/2019	117.75
208 - City Of Bloomington Utilities	19-Street Dept-Fire Hydrant meter-water/sewer bill-	04/08/2019	41.84
	Account 53530 - Water and Sewer Totals	3	\$196.65
Account 53630 - Machinery and Equipment Repairs			
19681 - Southeastern Equipment Co, INC	20-Repairs to Milling Machine-3/22/19	04/19/2019	2,121.28
	Account 53630 - Machinery and Equipment Repairs Totals	1	\$2,121.28
Account 53910 - Dues and Subscriptions			
2871 - International Municipal Signal Association (IMSA)	20-IMSA Membership Dues 2019-	04/19/2019	400.00
	Account 53910 - Dues and Subscriptions Totals	.]	\$400.00
Account 53920 - Laundry and Other Sanitation Services		01/10/0010	10.17
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-4/3/19	04/19/2019	18.17
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-4/3/19	04/19/2019	27.43
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/27/19	04/19/2019	17.57
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-3/27/19	04/19/2019	27.43
Account 53950 - Landfill	Account 53920 - Laundry and Other Sanitation Services Totals	4	\$90.60
52226 - Hoosier Transfer Station-3140	20-disp fee sweeper dumps, disp fee cleaning of W.	04/19/2019	2,064.76
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-disposal fee-tree limbs-15 loads @ \$20/per load-	04/19/2019	300.00
10550 - Kevin K hunney (Green Earth Kecycling & composi)	Account 53950 - Landfill Totals	2	\$2,364.76
Account 53990 - Other Services and Charges		۷	ψ2,504.70
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets-February 2019-597	04/19/2019	567.15
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-3/25/19	04/19/2019	150.00
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-3/13/19	04/19/2019	150.00
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-3/7/19	04/19/2019	150.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-3/12/19	04/19/2019	150.00
351 - Young Trucking, INC	20-Hauling Paver & Milling Machine to Bloomington-	04/19/2019	400.00
	Account 53990 - Other Services and Charges Totals	6	\$1,567.15
	Program 200000 - Main Totals	46	\$23,247.69
	Department 20 - Street Totals	46	\$23,247.69
	Fund 451 - Motor Vehicle Highway(S0708) Totals	46	\$23,247.69

Fund **452 - Parking Facilities(S9502)** Department **26 - Parking**



Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Program 260000 - Main	·			
Account 43160 - Lot/Garage Leases - Annual				
John Heitler	02-refund prepaid garage parking		04/19/2019	546.00
	Account 43160 - Lot/Garage Leas	ses - Annual Totals	1	\$546.00
Account 52340 - Other Repairs and Maintenance				
Sarah Asher	Insurance and Insurance Services (All Types)		04/19/2019	434.68
	Account 52340 - Other Repairs and M	laintenance Totals	1	\$434.68
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-March 2019	1	04/08/2019	27.48
208 - City Of Bloomington Utilities	19-4th Street Garage-water/sewer bill-March 2019)	04/08/2019	38.91
	Account 53530 - Water	r and Sewer Totals	2	\$66.39
Account 53610 - Building Repairs				
3397 - Evens Time, INC	02-Pkg Garages-installation of validator		04/19/2019	2,540.00
392 - Koorsen Fire & Security, INC	02-Morton St Garage-quarterly fire alm mon base-	5/1-	04/19/2019	125.97
227 - Otis Elevator Company	02-Morton St Garage-elevator service call-6/13/18		04/19/2019	203.50
	Account 53610 - Build	ling Repairs Totals	3	\$2,869.47
Account 53650 - Other Repairs				
6197 - CE Solutions, INC	02-4th St Garage-Rehab. Proj-serv. thru 3/15/19-I	nv.	04/19/2019	7,425.00
	Account 53650 - Ot	her Repairs Totals	1	\$7,425.00
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	02-Walnut St Garage-May 2019 garage rent		04/19/2019	18,759.98
3887 - Mercury Development Group, LLC	02-Morton St. Garage-May 2019 garage rent		04/19/2019	36,405.49
	Account 53840 - Leas	e Payments Totals	2	\$55,165.47
Account 53940 - Temporary Contractual Employee				
5187 - Green Dragon Lawn Care, INC	02-Pkg Garages-salt pkg garages-11/15/2018	BC 2018-87	04/19/2019	525.00
5187 - Green Dragon Lawn Care, INC	02-Pkg Garages-de-icing 12/5 & 12/7/18	BC 2018-87	04/19/2019	1,200.00
5187 - Green Dragon Lawn Care, INC	02-Pkg Garages-snow removal/salt-3/1-3/8/19	BC 2018-87	04/19/2019	2,840.00
	Account 53940 - Temporary Contractua	al Employee Totals	3	\$4,565.00
	Program 260	0000 - Main Totals	13	\$71,072.01
		26 - Parking Totals	13	\$71,072.01
	Fund 452 - Parking Facili	ties(S9502) Totals	13	\$71,072.01
Fund 454 - Alternative Transport(S6301) Department 02 - Public Works Program 020000 - Main Account 46060 - Other Violations				
Edward T. Fry	14-refund over payment pkg citation #G1605515		04/19/2019	40.00
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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Vendor	Invoice Description Account 46060 - Othe		1	\$40.00
Account 54310 - Improvements Other Than Building			I	\$40.00
17 - Bynum Fanyo & Associates, INC	13-Maxwell St. Sidewalk-billing period ending 3/22	2/19 BC 2018-23	04/19/2019	7,848.00
Tr Dynam ranyo & Associates, no	Account 54310 - Improvements Other Th		1	\$7,848.00
	-	0000 - Main Totals	2	\$7,888.00
		ublic Works Totals	2	\$7,888.00
	Fund 454 - Alternative Transp		2	\$7,888.00
Fund 601 - Cum Cap Development(S2391) Department 02 - Public Works Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-asphalt-patching-13.37 tons-3/26-3/27/19	BC 2019-32	04/19/2019	572.90
19278 - Milestone Contractors, LP	20-asphalt-patching-22.90 tons-3/18-3/22/19	BC 2019-32	04/19/2019	1,957.97
	Account 52330 - Street , Alley, and Sev	ver Material Totals	2	\$2,530.87
Account 54310 - Improvements Other Than Building				
399 - American Structurepoint, INC	13-7th St Protected Bike Lane-serv. 2/1-2/28/19	BC 2018-109	04/19/2019	27,320.50
	Account 54310 - Improvements Other Th	an Building Totals	1	\$27,320.50
Account 54450 - Equipment				
50944 - Cargill Deicing Techno	20-Brine Maker System		04/19/2019	25,000.00
6768 - Crafco, INC (Paving Maintenance Supply)	20-Truck Mounted Marking Striper		04/19/2019	41,973.33
		Equipment Totals	2	\$66,973.33
		0000 - Main Totals	5	\$96,824.70
		ublic Works Totals	5	\$96,824.70
	Fund 601 - Cum Cap Developm	ent(S2391) Totals	5	\$96,824.70
Fund 730 - Solid Waste (S6401) Department 16 - Sanitation Program 160000 - Main Account 52420 - Other Supplies				
476 - Southern Indiana Parts, INC (Napa Auto Parts)	16-4 jugs of Def for trucks		04/19/2019	35.96
	Account 52420 - Oth	ner Supplies Totals	1	\$35.96
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	16-S. Kinser-drug screen DOT 5 Panel E screen		04/19/2019	45.00
231 - Indiana University Health Bloomington, INC	16-R. Pfeiffer-drug screen DOT 5 Panel E screen		04/19/2019	45.00
,		30 - Medical Totals	2	\$90.00
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Sanitation Bldg-water/sewer bill-March 2019		04/08/2019	171.74
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Vendor	Invoice Description Contract #	Payment Date	Invoice Amount
	Account 53530 - Water and Sewer Totals	1	\$171.74
Account 53540 - Natural Gas			
222 - Vectren	19-Sanitation-gas bill 3/4-4/2/19	04/08/2019	141.35
	Account 53540 - Natural Gas Totals	1	\$141.35
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-4/3/19	04/19/2019	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/27/19	04/19/2019	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towels-3/27/19	04/19/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-4/3/19	04/19/2019	32.26
	Account 53920 - Laundry and Other Sanitation Services Totals	4	\$73.76
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-3/4-3/14/19	04/19/2019	10,233.57
52226 - Hoosier Transfer Station-3140	16-recycling fees-3/4-3/14/19	04/19/2019	3,201.24
	Account 53950 - Landfill Totals	2	\$13,434.81
	Program 160000 - Main Totals	11	\$13,947.62
	Department 16 - Sanitation Totals	11	\$13,947.62
	Fund 730 - Solid Waste (S6401) Totals	11	\$13,947.62
Fund 800 - Risk Management(S0203) Department 10 - Legal Program 100000 - Main Account 52110 - Office Supplies			
6530 - Office Depot, INC	10-fastenr, part, hooks	04/19/2019	13.39
	Account 52110 - Office Supplies Totals	1	\$13.39
Account 52430 - Uniforms and Tools			
327 - Hoosier Workwear Outlet, INC	10 shoes Hoosier Workwear 351110 jackson	04/19/2019	100.00
327 - Hoosier Workwear Outlet, INC	10 shoes Hoosier Workwear 351113 Shelton	04/19/2019	100.00
	Account 52430 - Uniforms and Tools Totals	2	\$200.00
	Program 100000 - Main Totals	3	\$213.39
	Department 10 - Legal Totals	3	\$213.39
	Fund 800 - Risk Management(S0203) Totals	3	\$213.39
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
3977 - Cigna Health & Life Insurance Company	12-April 2019 Cigna Dental & Vision Admin \$9,374.01	04/19/2019	2,156.00
18539 - Life Insurance Company Of North America	12-March 2019 LINA \$34,801.99	04/19/2019	4,187.10
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			Payment	Invoice
Vendor	Invoice Description	Contract #	Date	Amount
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees		04/19/2019	1,094.14
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$624.44		04/11/2019	624.44
	Account 53990 - Other Serv	vices and Charges Totals	4	\$8,061.68
Account 53990.1278 - Other Services and Charges E	Disability LTD			
18539 - Life Insurance Company Of North America	12-March 2019 LINA \$34,801.99		04/19/2019	6,826.09
	Account 53990.1278 - Other Services and Charge	5	1	\$6,826.09
	u	am 120000 - Main Totals	5	\$14,887.77
		Human Resources Totals	5	\$14,887.77
	Fund 801 - Healtl	h Insurance Trust Totals	5	\$14,887.77
Fund 802 - Fleet Maintenance(S9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52230 - Garage and Motor Supplies				
50605 - Bauer Built, INC	17-stock tires		04/19/2019	152.00
4693 - Monroe County Tire & Supply, INC	17 - # 794 tire		04/19/2019	320.50
4693 - Monroe County Tire & Supply, INC	17 - # 794 tire		04/19/2019	98.15
	Account 52230 - Garage ar	nd Motor Supplies Totals	3	\$570.65
Account 52240 - Fuel and Oil				
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels		04/19/2019	19,033.81
	Account 52	240 - Fuel and Oil Totals	1	\$19,033.81
Account 52320 - Motor Vehicle Repair			0.1/10/0010	050.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17 #4741 windshield		04/19/2019	250.00
244 - Bloomington Ford, INC	17 - #128 sway bar end links		04/19/2019	60.76
244 - Bloomington Ford, INC	17-#p/stock coolant resevoir		04/19/2019	160.50
941 - Central Indiana Truck Equipment Corporation	17 - #964 brackets		04/19/2019	71.50
4335 - Circle Distributing, INC	17 - credit 17 - #128 shock absorber		04/19/2019 04/19/2019	(193.66) 131.84
4335 - Circle Distributing, INC 4335 - Circle Distributing, INC	17 - 3 580 oil		04/19/2019	22.80
4335 - Circle Distributing, INC 4335 - Circle Distributing, INC	17 - 3 580 01 17-#621 starter		04/19/2019	178.66
4335 - Circle Distributing, INC	17-#621 starter		04/19/2019	178.00
4335 - Circle Distributing, INC 4335 - Circle Distributing, INC	17-#697 brake booster		04/19/2019	80.24
4335 - Circle Distributing, INC 4335 - Circle Distributing, INC	17-#136/stock brake pads and rotors		04/19/2019	362.72
4335 - Circle Distributing, INC	17-#136/stock brake pads and rotors		04/19/2019	118.66
594 - Curry Auto Center, INC	17 - #702 brake booster		04/19/2019	89.37
594 - Curry Auto Center, INC	17 - #4131 lamp		04/19/2019	116.80
594 - Curry Auto Center, INC	17 - #4131 lamp 17-#696 coolant connector		04/19/2019	18.55
JAA - CUTTY AULO CETTEL, TNC			04/17/2019	10.00



Vendor	Invoice Description Cont	ract #	Payment Date	Invoice Amount
455 - Industrial Service & Supply, INC	17 - 601 fitting		04/19/2019	11.86
796 - Interstate Battery System of Bloomington, INC	17 - #721 battery		04/19/2019	103.00
796 - Interstate Battery System of Bloomington, INC	17-batteries		04/19/2019	618.29
796 - Interstate Battery System of Bloomington, INC	17-batteries		04/19/2019	194.50
4439 - JX Enterprises, INC	17 - #956 doser valve		04/19/2019	371.98
4474 - Ken's Westside Service & Towing, LLC	17-towing services		04/19/2019	75.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services		04/19/2019	50.00
394 - Kleindorfer Hardware & Variety	17 - #423 hardware		04/19/2019	2.28
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - #962 mirror		04/19/2019	44.50
4693 - Monroe County Tire & Supply, INC	17 - #244 tire		04/19/2019	92.65
786 - Richard's Small Engine, INC	17 - #408 breaker, condensor, element, muffler		04/19/2019	71.60
6216 - Terminal Supply, INC	17-stock lighting, fuses, nuts and bolts		04/19/2019	243.01
6216 - Terminal Supply, INC	17-stock lighting, fuses, nuts and bolts		04/19/2019	4.25
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#963 mirror		04/19/2019	217.17
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#426 starter		04/19/2019	431.64
4398 - TruckPro Holding Corporation	17-#423 reman differential		04/19/2019	1,859.58
2096 - West Side Tractor Sales CO.	17 - #730 seals and kits		04/19/2019	96.19
2096 - West Side Tractor Sales CO.	17-#781 cutting edge bolts/nuts and filters		04/19/2019	160.58
2096 - West Side Tractor Sales CO.	17 - #781 filters		04/19/2019	81.78
2096 - West Side Tractor Sales CO.	17-#664 filters		04/19/2019	42.07
	Account 52320 - Motor Vehicle Rep	air Totals	35	\$6,430.01
Account 52420 - Other Supplies				
19275 - Aqua Pro Pool & Spa Specialists, INC	17-a/f replacement lid		04/19/2019	34.95
409 - Black Lumber Co. INC	17-shop supplies		04/19/2019	10.98
313 - Fastenal Company	17 - shop supp;y sledge hammer		04/19/2019	61.34
5896 - Hahn Automotive Warehouse, INC (Speedway AutoParts)	17-shop supplies		04/19/2019	291.00
	Account 52420 - Other Suppl	ies Totals	4	\$398.27
Account 53650 - Other Repairs				
51538 - Economy Termite & Pest Control, INC	19-Fleet Maint-pest control-3/19/2019		04/19/2019	95.00
	Account 53650 - Other Repa	i rs Totals	1	\$95.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels BC 20	019-33	04/19/2019	65.66
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels BC 20	019-33	04/19/2019	15.89
	Account 53920 - Laundry and Other Sanitation Service	:es Totals	2	\$81.55
	Program 170000 - M a	ain Totals	46	\$26,609.29
	Department 17 - Fleet Maintenar	ice Totals	46	\$26,609.29



Vendor Invoice Description Contract # Date Amount Fund 804 - Insurance Voluntary Trust Department 12 - Human Resources Fund 802 - Fleet Maintenance(\$9500) Totals 46 \$26.609.29 Program 120000 - Main Account 53990.1241 - Other Services and Charges Vision 04/19/2019 7.218.01 Account 53990.1271 - Other Services and Charges Section 125 - URM- City 04/08/2019 1 \$7.218.01 T7785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/08/2019 140.51 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/08/2019 103.60 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/09/2019 406.00 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/09/2019 406.00 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/09/2019 405.02 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/11/2019 321.5 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/11/2019 321.5 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/11/2019 31.5	Vender	Invoice Description Contract #	Payment Date	Invoice Amount
Fund 804 - Insurance Voluntary Trust Department 12 - Human Resources Program 120000 - Main Account 53990.1241 - Other Services and Charges Vision 3977 - Cigna Health & Life Insurance Company 12-April 2019 Cigna Dental & Vision Admin \$9,374.01 04/19/2019 7.218.01 Account 53990.1241 - Other Services and Charges Section 125 - URM - City 04/08/2019 140.51 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/08/2019 140.51 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/08/2019 04/08/2019 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/09/2019 04/08/2019 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/09/2019 04/09/2019 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/10/2019 03.00 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/10/2019 93.01 Account 53990.1272 - Other Services and Charges Section 125 - DEC & URM-City Totals 8 51.544.90 Account 53990.1272 - Other Services and Charges Term Life 12-Sis - DDC & URM-4/9-4/10/2019 04/09/2019 193.00 Account 53990.1273 - Other Services and Charges Section 125 - DDC - City Totals	vendor			
Department 12 - Human Resources Program 120000 - Main 3977 - Clana Health & Life Insurance Company 12-April 2019 Clana Dental & Vision Admin \$9,374.01 04/19/2019 7,218.01 Account 53990.1241 - Other Services and Charges Section 125 - URM- City Account 53990.1241 - Other Services and Charges Vision Totals 1 \$7,218.01 Account 53990.1271 - Other Services and Charges Section 125 - URM- City 04/08/2019 140.51 7785 - The Howard E. Nyhart Company, INC 12-City/Uli URM 04/08/2019 04/08/2019 17785 - The Howard E. Nyhart Company, INC 12-FSA -DDC & URM-4/9-4/10/2019 04/09/2019 406.00 17785 - The Howard E. Nyhart Company, INC 12-FSA -DDC & URM-4/9-4/10/2019 04/09/2019 39.00 17785 - The Howard E. Nyhart Company, INC 12-City/Uli URM 04/12/2019 39.12.22 17785 - The Howard E. Nyhart Company, INC 12-City/Uli URM 04/12/2019 39.31 Account 53990.1227 - Other Services and Charges Section 125 - URM- City 70.11 39.31 \$1,544.90 Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals 1 \$193.00 Account 53990.1273 - Other Services and Charges Section 125 - DDC- City Totals 1 \$14.643.98 </td <td>Fund 804 - Insurance Voluntary Trust</td> <td>Fund 602 - Fleet Maintenance(39500) Totals</td> <td>40</td> <td>\$20,009.29</td>	Fund 804 - Insurance Voluntary Trust	Fund 602 - Fleet Maintenance(39500) Totals	40	\$20,009.29
Prógram 120000 - Main Account 53990.1241 - Other Services and Charges Vision 04/19/2019 7.218.01 Account 53990.1271 - Other Services and Charges Section 125 - URM - City 1 \$7.218.01 77785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/08/2019 209.95 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/08/2019 209.95 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/08/2019 209.95 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/08/2019 209.95 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/09/2019 406.00 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/10/2019 150.27 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/11/2019 321.24 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/12/2019 93.31 Account 53990.1271 - Other Services and Charges Section 125 - URM - City Totals 8 \$1,544.90 17785 - The Howard E. Nyhart Company, INC 12-FSA -DDC & URM-4/9-4/10/2019 04/19/2019 193.00 Account 53990.1271 - Other Services and Charges Section 125 - URM - City Totals 8 \$1,5				
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Account 53990.1211 - Other Services and Charges Vision Totals 1 \$7,218.01 Account 53990.1271 - Other Services and Charges Section 125 - URM- City 04/08/2019 140.51 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/08/2019 140.51 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/08/2019 04/08/2019 17785 - The Howard E. Nyhart Company, INC 12-City URM 04/09/2019 04/09/2019 17785 - The Howard E. Nyhart Company, INC 12-City URM 04/09/2019 04/09/2019 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/09/2019 03.00 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/11/2019 031.22 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/11/2019 93.31 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/09/2019 93.30 Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals 8 \$1,544.90 Account 53990.1272 - Other Services and Charges The Life 04/09/2019 14.643.98 Account 53990.1273 - Other Services and Charges Term Life 04/19/2019			04/19/2019	7.218.01
Account 53990.1271 - Other Services and Charges Section 125 - URM- City 140.51 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/08/2019 140.51 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/08/2019 130.05 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/08/2019 130.00 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/09/2019 39.00 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/10/2019 150.27 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/11/2019 321.26 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/11/2019 321.26 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/11/2019 321.26 17785 - The Howard E. Nyhart Company, INC 12-City/Util URM 04/11/2019 311.02 Account 53990.1272 - Other Services and Charges Section 125 - URM- City Totals 8 \$1.544.90 17785 - The Howard E. Nyhart Company, INC 12-FSA -DDC & URM-4/9-4/10/2019 04/09/2019 193.00 Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals 1 \$193.00 Accou	······································			
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17785 - The Howard E. Nyhart Company, INC12-City/Util URM04/08/201953.7917785 - The Howard E. Nyhart Company, INC12-Daily Benefits Card Funding Detail-4/8/201904/09/201977.7717785 - The Howard E. Nyhart Company, INC12-City/Util URM04/10/201976.9617785 - The Howard E. Nyhart Company, INC12-City/Util URM04/11/201925.0017785 - The Howard E. Nyhart Company, INC12-City/Util URM04/11/201925.0017785 - The Howard E. Nyhart Company, INC12-City/Util URM04/12/201930.0017785 - The Howard E. Nyhart Company, INC12-City/Util URM04/12/201930.00Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals6\$488.52Account 53990.1283 - Other Services and Charges Account				
17785 - The Howard E. Nyhart Company, INC12-Daily Benefits Card Funding Detail-4/8/201904/09/201977.7717785 - The Howard E. Nyhart Company, INC12-City/Util URM04/10/201976.9617785 - The Howard E. Nyhart Company, INC12-City/Util URM04/11/201925.0017785 - The Howard E. Nyhart Company, INC12-City/Util URM04/12/201930.0017785 - The Howard E. Nyhart Company, INC12-City/Util URM04/12/201930.00Account 53990.1283 - Other Services and Charges Account6\$488.52				
17785 - The Howard E. Nyhart Company, INC12-City/Util URM04/10/201976.9617785 - The Howard E. Nyhart Company, INC12-City/Util URM04/11/201925.0017785 - The Howard E. Nyhart Company, INC12-City/Util URM04/12/201930.00Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals6\$488.52Account 53990.1283 - Other Services and Charges Health Savings Account53990.1283 - Other Services and Charges Health Savings Account53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC12-City/Util URM04/11/201925.0017785 - The Howard E. Nyhart Company, INC12-City/Util URM04/12/201930.00Account 53990.1283 - Other Services and Charges Health Savings Account6\$488.52				
17785 - The Howard E. Nyhart Company, INC12-City/Util URM04/12/201930.00Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals6\$488.52Account 53990.1283 - Other Services and Charges Health Savings Account53990.1283 - Other Services and Charges Health Savings Account53990.1283 - Other Services and Charges Health Savings Account				
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals6\$488.52Account 53990.1283 - Other Services and Charges Health Savings Account\$488.52				
Account 53990.1283 - Other Services and Charges Health Savings Account				
			6	\$488.52
17/785 - The Howard E. Nyhart Company, INC12-Nyhart HSA EE Contributions04/11/201917,391.51			04/44/0010	47 004 54
	17785 - The Howard E. Nyhart Company, INC	12-Nynart HSA EE Contributions	04/11/2019	17,391.51



			Payment	Invoice
Vendor	Invoice Description	Contract #	Date	Amount
Account 53990	0.1283 - Other Services and Charges Hea	Ith Savings Account Totals	1	\$17,391.51
	Pro	gram 120000 - Main Totals	19	\$50,624.74
	Department 12	- Human Resources Totals	19	\$50,624.74
	Fund 804 - Insura	nce Voluntary Trust Totals	19	\$50,624.74
Fund 978 - City 2016 GO Bond Proceeds Department 06 - Controller's Office Program 06016A - 2016 A Signal Modernization Account 54510 - Other Capital Outlays				
208 - City Of Bloomington Utilities	13-Jordan River Culvert Proj-2nd to 4th-3	/18/2010	04/19/2019	1,235.00
200 - City Of Dioonnington Otinites		ther Capital Outlays Totals	1	\$1,235.00
	Program 06016A - 2016 A S		1	\$1,235.00
Program 06016D - 2016 D Multi Use Paths Account 54310 - Improvements Other Than Building			·	ψ1,200.00
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Winslow Avenue Sidepath-Inv. date 3.	/22/2019 BC 2018-111	04/19/2019	1,880.00
	Account 54310 - Improvements	Other Than Building Totals	1	\$1,880.00
	Program 06016D - 201	6 D Multi Use Paths Totals	1	\$1,880.00
Program 06016H - 2016 H Exhaust Removl/Guard Rail Account 54510 - Other Capital Outlays				
10081 - Strand Associates, INC	13-City Guardrail Assessment-serv. thru 2	2/28/19-Inv. BC 2019-04	04/19/2019	10,500.00
	Account 54510 - O t	ther Capital Outlays Totals	1	\$10,500.00
	Program 06016H - 2016 H Exhaust	RemovI/Guard Rail Totals	1	\$10,500.00
	Department 06	- Controller's Office Totals	3	\$13,615.00
	Fund 978 - City 2016	GO Bond Proceeds Totals	3	<u>\$13,615.00</u>
			307	\$586,530.89

Board of Public Works Claim Register Invoice Date Range 03/31/19 - 03/31/19

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bout	fle	Leh	2014

							E	pa	pro	All
(endor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
und 101 - General Fund (S0101) epartment 01 - Animal Shelter rogram 010000 - Main cocunt 53830 - Bank Charges 8844 - First Financial Bank, N.A.	Of MISCOURT	Of Mice Dark Back Face			02/21/2010	02/21/2010	02/21/2010		02/21/2010	5.00
8944 - First Financial Bank, N.A.	06-MISCDept02- 19	06-Misc Dept Bank Fees Feb 2019	Paid by EFT # 28265		03/31/2019	03/31/2019	03/31/2019		03/31/2019	5.00
				Account	53830 - Bank	Charges Totals	Ir	voice Transactio	ns 1	\$5.00
					Program 01000	0 - Main Totals	Ir	nvoice Transactio	ns 1	\$5.00
				Departm	ent 01 - Animal	Shelter Totals	Ir	nvoice Transactio	ns 1	\$5.00
epartment 02 - Public Works ogram 020000 - Main .count 53830 - Bank Charges 1844 - First Financial Bank, N.A.		06-Misc Dept Bank Fees			03/31/2019	03/31/2019	03/31/2019		03/31/2019	1.64
	19	Feb 2019	28265							
					53830 - Bank	-		nvoice Transactio		\$1.64
					Program 02000			nvoice Transactio		\$1.64
				Depart	ment 02 - Publi	c Works Totals	I	nvoice Transactio	ins 1	\$1.64
epartment 06 - Controller's Office rogram 060000 - Main ccount 53830 - Bank Charges 8844 - First Financial Bank, N.A.	06-MISCDept02- 19	06-Misc Dept Bank Fees Feb 2019	Paid by EFT # 28265		03/31/2019	03/31/2019	03/31/2019		03/31/2019	5.00
				Account	53830 - Bank	Charges Totals	1	nvoice Transactio	nos 1	\$5.00
					Program 06000	•		nvoice Transactio		\$5.00
					06 - Controller			nvoice Transactio		\$5.00
partment 13 - Planning				Department	ou - controller	s once rotais			1.5 1	45.00
gram 130000 - Main										
xount 53830 - Bank Charges 1844 - First Financial Bank, N.A.	06-MISCDept02- 19	06-Misc Dept Bank Fees Feb 2019	Paid by EFT # 28265		03/31/2019	03/31/2019	03/31/2019		03/31/2019	5.00
				Account	53830 - Bank	Charges Totals	I	nvoice Transactio	ons 1	\$5.00
					Program 13000	0 - Main Totals	I	nvoice Transactio	ons 1	\$5.00
				D	epartment 13 - F	lanning Totals	I	nvoice Transactio	ons 1	\$5.00
				Fund 101 -	General Fund	(S0101) Totals	1	nvoice Transactio	ons 4	\$16.64
and 452 - Parking Facilities(S9502) epartment 26 - Parking ogram 260000 - Main ecount 53830 - Bank Charges										
8844 - First Financial Bank, N.A.	26-GrgFees 02- 19	26-Grg Fees for Feb 2019			03/31/2019	03/31/2019	03/31/2019		03/31/2019	2,275.99
844 - First Financial Bank, N.A.	19 26- AddGargFee219	26-additonal garage fees	28264 Paid by EFT # 28280		03/31/2019	03/31/2019	03/31/2019		03/31/2019	5.00
				Account	53830 - Bank	Charges Totals	I	nvoice Transactio	ons 2	\$2,280.99
					Program 26000	0 - Main Totals	I	nvoice Transactio	ons 2	\$2,280.9
				(Department 26 -	Parking Totals	1	nvoice Transactio	ons 2	\$2,280.9
				Fund 452 - Pa	rking Facilities	(S9502) Totals	I	nvoice Transactio	ons 2	\$2,280.9
						Grand Totals		nvoice Transactio		\$2,297.63



Fund 101 - General Fund (S0101) Department 09 - CFRD

Program 090000 - Main Account 52420 - Other Supplies 4549 - Kroger Limited Partnership I

Vendo

Invoice No.

277058

Board of Public Works Claim Register

Invoice Date Range 04/03/19 - 04/04/19

ilities 111 Invoice Amount Received Date Payment Date Invoice Description Status Held Reason Involce Date Due Date G/L Date 04/03/2019 09-Youth Participatory Paid by Check # 04/03/2019 04/03/2019 04/04/2019 21.26 Budget - snacks -tea, 69424 \$21.26 Account 52420 - Other Supplies Totals Invoice Transactions 1 \$21.26 Program 090000 - Main Totals Invoice Transactions 1

					riogram of our	Figure 10tons	Invoice manadedor	13 4	******
					Department 09	- CFRD Totals	Invoice Transaction	ns 1	\$21.26
Prog	artment 11 - Mayor's Office Iram 110000 - Main Junt 53960 - Grants								
	9 - Kroger Limited Partnership I	184610	11-snacks for City Council meeting	Pald by Check # 69424	04/03/2019	04/03/2019	04/03/2019	04/04/2019	15.61
			councermeeting	09424	Account 53960 -	Grants Totals	Invoice Transaction	ns 1	\$15.61
					Program 110000	- Main Totals	Invoice Transaction	ns 1	\$15.61
					Department 11 - Mayor's	Office Totals	Invoice Transaction	ns 1	\$15.61
					Fund 101 - General Fund (S	50101) Totals	Invoice Transaction	ns 2	\$36.87
Dep: Prog	d 312 - Community Services artment 09 - CFRD Iram 090018 - CBVN Junt 52420 - Other Supplies								
4549	9 - Kroger Limited Partnership I	062171	09-Be More Awards-	Paid by Check #	04/03/2019	04/03/2019	04/03/2019	04/04/2019	137.92
4549	9 - Kroger Limited Partnership I	088728	refreshments-candy, 09-Be More Awards balloons and ice	69424 Paid by Check # 69424	04/03/2019	04/03/2019	04/03/2019	04/04/2019	26.93
			Dalloons and ice	09424	Account 52420 - Other Si	upplies Totals	Invoice Transaction	ns 2	\$164.85
					Program 090018	- CBVN Totals	Invoice Transaction	ns 2	\$164.85
					Department 09	- CFRD Totals	Invoice Transaction	ns 2	\$164.85
					Fund 312 - Community Se	ervices Totals	Invoice Transaction	ns 2	\$164.85
Dep Prog	d 401 - Non-Reverting Telecom (S1146 artment 25 - Telecommunications gram 254000 - Infrastructure	;)							
	ount 53750 - Rentais - Other 83 - Smithville Communications	401NMRTN-	28-CH/ACC-Internet	Paid by Check #	04/03/2019	04/03/2019	04/03/2019	04/04/2019	1,614.27
		040119	charges 4/1-4/30/19	69425	Account 53750 - Rentals	- Other Totals	Invoice Transaction	ns 1	\$1,614.27
					Program 254000 - Infrastr		Invoice Transaction		\$1,614.27
					Hogidin 204000 - Allfidati				a - a - 5 11-1
Acco	gram 256000 - Services bunt 53150 - Communications Contract 0 - Comcast Cable Communications, INC	401NMrtn-	28-401 N Morton-	Paid by Check #	04/03/2019	04/03/2019	04/03/2019	04/04/2019	149.85
		3/18/19	business services-4/1-	69415					

12283 - Smithville Communications	3/18/19 401NMRTN-	business services-4/1- 28-CH/ACC-internet	69415 Paid by Check #	04/03/2019	04/03/2019	04/03/2019	04/04/2019	1,136.00
	040119	charges 4/1-4/30/19	69425 Account 53150	- Communications (Contract Totals	Invoice Transac	tions 2	\$1,285.85
				Program 256000 - 5	Services Totals	Invoice Transac	tions 2	\$1,285.85
			Departmer	t 25 - Telecommun	ications Totals	Invoice Transac	tions 3	\$2,900.12
			Fund 401 - Non-I	Reverting Telecom	(51146) Totals	Invoice Transac	tions 3	\$2,900.12

Fund 450 - Local Road and Street(S0706) Department 20 - Street Program 200000 - Main

Account 53520 - Street Lights / Traffic Sig	inals						04/04/2010	263.71
223 - Duke Energy	95803918016-	02-Gentry Circle-street	Paid by Check #	04/03/2019	04/03/2019	04/03/2019	04/04/2019	203.71
	3/19	light chgs-bill date	69419	04/02/2010	04/03/2019	04/03/2019	04/04/2019	105.10
223 - Duke Energy	03003920010-	02-642 N Madison-street	Paid by Check #	04/03/2019	04/03/2019	04/03/2019	01/01/2013	100.10
	3/19	light chgs-2/26-3/27/19 02-street light charges-	69420 Paid by Check #	04/03/2019	04/03/2019	04/03/2019	04/04/2019	4.02
223 - Duke Energy	81603883012- 3/19	bill date 3/29/19-#8160-		01/05/2015	01,00,2010	• ., • • , • • • • •		
223 - Duke Energy	34703920014-	02-1101 W. Tapp Rd-	Paid by Check #	04/03/2019	04/03/2019	04/03/2019	04/04/2019	33.37
223 - Duke Energy	3/19	3470-3920-01-4-elec. bill						22 (2
223 - Duke Energy	18003894017-	02-electric services-bill	Paid by Check #	04/03/2019	04/03/2019	04/03/2019	04/04/2019	23.60
	3/19	date 3/29/19-#1800-	69423			04/02/2010	04/04/2019	9.43
223 - Duke Energy	69103921015-	02-W. Howe & W. 3rd St		04/03/2019	04/03/2019	04/03/2019	04/04/2019	5.45
	3/19	street light chgs-bill date	69418	Church Linkby / Traffic	Fignale Totals	Invoice Tr	ransactions 6	\$439.23
			Account 53520 -	Street Lights / Traffic			-	
				Program 200000	- Main Totals	Invoice Tr	ransactions 6	\$439.23
				Department 20 -	Street Totals	Invoice Tr	ransactions 6	\$439.23
			Fund 450 - I	ocal Road and Street(S0706) Totals	Invoice Tr	ransactions 6	\$439.23
					Grand Totals	Invoice T	ransactions 21	\$3,541.07

REGISTER OF SIHO CLAIMS Board: Board Of Public Works

		Bank				
	Date:	Type of Claim	FUND	Description	Transfer	Amount
1	2/28/2019	EFT	804	FLEX	3/1/2019	1,051.81
2	3/1/2019	EFT	804	FLEX	3/4/2019	450.11
3	3/2/2019	EFT	804	FLEX	3/4/2019	146.05
4	3/3/2019	EFT	804	FLEX	3/4/2019	7.46
5	3/4/2019	EFT	804	FLEX	3/5/2019	27.8
8	3/5/2019	EFT	804	FLEX	3/5/2019	208.08
7	3/5/2019	EFT	804	FLEX	3/5/2019	962.50
8	3/5/2019	EFT	804	FLEX	3/8/2019	763.92
9	3/6/2019	EFT	804	FLEX	3/7/2019	670.3
0	3/7/2019	EFT	804	FLEX	3/8/2019	522.79
11	3/8/2019	EFT	804	Work Comp	3/13/2019	1,062.96
12		EFT	804	FLEX	3/13/2019	264.90
	3/9/2019			FLEX	3/13/2019	493.39
	3/10/2019	EFT	804		3/12/2019	910.019.20
	3/11/2019	EFT	801	IACT		1,706.00
	3/12/2019	EFT	804	FLEX	3/13/2019	391.1
	3/12/2019	EFT	804	FLEX	3/14/2019	
	3/13/2019	EFT	604	FLEX	3/14/2019	498.6
	3/14/2019	EFT	804	FLEX	3/15/2019	612.7
	3/15/2019	EFT	801	H.S.A. EE	3/15/2019	17,751.5
20	3/15/2019	EFT	804	FLEX	3/18/2019	317.5
21	3/18/2019	EFT	804	FLEX	3/18/2019	84.4
22	3/17/2019	EFT	804	FLEX	3/18/2019	53.4
27	3/19/2019	EFT	804	FLEX	3/19/2019	718.3
28	3/18/2019	EFT	804	FLEX	3/19/2019	213.2
29	3/19/2019	EFT	804	FLEX	3/20/2019	190.1
26	3/19/2019	EFT	801	CIGNA	3/20/2019	42,975.7
30	3/20/2019	EFT	804	FLEX	3/21/2019	511.6
25	3/21/2019	EFT	804	FLEX	3/22/2019	843.5
24	3/22/2019	EFT	800	Work Comp	3/22/2019	6,037.6
23	3/22/2019	EFT	600	Work Comp	3/22/2019	30,051.1
	3/22/2019	EFT	804	FLEX	3/25/2019	466.8
32	3/23/2019	EFT	804	FLEX	3/25/2019	127.3
33	3/24/2019	EFT	801	FLEX	3/25/2019	50.43
34	3/25/2019	EFT	804	FLEX	3/26/2019	732.90
35	3/26/2019	EFT	804	FLEX	3/28/2019	558.0
36	3/27/2019	EFT	804	FLEX	3/28/2019	574.5
	3/26/2019	EFT	804	FLEX	3/27/2019	1,030.1
37		EFT	804	H.S.A. EE	3/28/2019	17,549.5
38	3/28/2019		804	FLEX	3/29/2019	529.9
39	3/28/2019	EFT	804	FLEX	3/23/2018	010.0
40		EFT				
41		EFT	804	H.S.A. EE		
42		EFT	804	FLEX		
43		EFT	804	FLEX		
44		EFT	804	FLEX		
45		EFT	804	FLEX		
46		EFT	804	FLEX		
47		EFT	801	H.S.A. EE		
46		EFT	804	FLEX		
49		EFT	801	CIGNA		
50		EFT	804	FLEX		
51		EFT	804	FLEX		
		EFT	804	FLEX		
52		EFI	004	I LLA		1,041,232.1

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ALLOWANCE OF CLAIMS

\$ 1,041,232.17

Dated this _____ day of _____ year of 20____.

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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					
3/31/2019 4/19/2019 4/4/2019	Bank Fees Claims Special Utility Claims Month Of March HSA/Wo Sales Tax For February 2		n/CIGNA		2,297.63 586,530.89 3,541.07 1,041,232.17 1,633,601.76					
		ALLOWANCE	OF CLAIMS							
We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of 1,633,601.76 Dated this day of year of 20										
Kyla Cox Dec	kard-President	<u>Beth H. Hollin</u>	ngsworth-Vice President	<u>Dana Palazzo, Secretar</u>	<u>y</u>					
	that each of the above listed th IC 5-11-10-1.6.	voucher(s) or bill(s)	is (are) true and correct and	I have audited same in						
		Fiscal Office_								