

**Board of Public Works Meeting
September 3, 2019**



**AGENDA
BOARD OF PUBLIC
WORKS**

**A Regular Meeting of the Board of Public Work to be held Tuesday September 3, 2019 at 5:30 p.m.,
in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana**

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. TITLE VI ENFORCEMENT

1. Approve Abatement of Property at 2414 S. Milton Dr.

IV. CONSENT AGENDA

1. Approve Minutes 8-20-19
2. Resolution 2019-77: Approve IU Student Foundation Street Sprints
3. Resolution 2019-82: Approve Declaration of Surplus Property from Parks Department and HAND
4. Resolution 2019-83: Approve Declaration of Surplus Property from ITS Department
5. Resolution 2019-85: Approve WFHB Block Rocker (Saturday, October 12th)
6. Resolution 2019-86: Approve Renewal of Mobile Vendor License (Swakin' LLC)
7. Approve Addendum #1 with Lucity Asset Management for Additional Software Licenses for Fleet Division
8. Approve Acceptance of Allen-Dunn Subdivision Final Plat
9. Approve Payroll

V. NEW BUSINESS

1. Approve Order to Remove Unsafe Structure at 1633 S. Pinestone Ct.
2. Resolution 2019-87: Approve Harmony School Extravaganza (Saturday, October 5th)
3. Resolution 2019-88: Approve Right-of-Way Encroachment Agreement at 1615 W. 7th St.
4. Approve Extension Request from Crider & Crider for Temporary Road Closure on N. Old State Rd. 37 (Tuesday, October 15th)
5. Approve Change Order #1 with Monroe LLC for Mitchell Street Sidewalk Project

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

Staff Report

To: Board of Public Works

From: Matthew Swinney

Date: August 27, 2019

Re: Request to Abate property at 2414 S. Milton Dr., Bloomington, IN

Attachments:

1. Notice of Violation Issued on 5/15/19, 5/22/19, 6/19/19, 7/29/19, 8/13/19.
2. Photograph(s) of the property
3. GIS property information
4. Proposed BPW Order and Proposed BPW Notice of Order

Facts:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On 5/15/19, 5/22/19, 6/19/19, 7/29/19, 8/13/19, Neighborhood Compliance Officer Matthew Swinney inspected the property located at 2414 S. Milton Dr., Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. All NOV were issued to Joey Jennings (Hereinafter the “Owner”) because he is the Owner of the Property which is in violation of BMC 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
7. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050. The abatement order should be continuous in nature.



City of Bloomington Housing and Neighborhood Development

On 5/15/19, 5/22/19, 6/19/19, 7/29/19, 8/13/19, the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 2414 S Milton Dr Bloomington IN, 47403. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

BPW Meeting Date: 09/03/2019

Abatement Approved: Y/N

Property Owner: Jennings, Joey W

Address: 2414 S Milton Dr Bloomington, In 47403

Is this a rental? No

Agent: None

Address:

Parcel Number: 53-08-08-403-149.000-009

Legal Description: 015-10995-00 BROADVIEW PARK LOT 65; ANNEXED 3/1/00 FROM 014-10990-00



**City of Bloomington
Housing and Neighborhood Development**

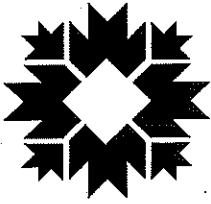
BOARD OF PUBLIC WORKS MEETING

The hearing previously scheduled for Tuesday August 20th, 2019 as referenced on Notice of Violation 43835 **has been rescheduled**. If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development (“HAND”) department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter the property and abate the violation(s). The property owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the property owner does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday September 3rd, 2019**

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

Fines are not appealed at this meeting, only abatement.



Notice of Violation

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

Date 5/15/19 Time 10:30 Address/location 2414 S Milton Dr 47403

Issued by: 223

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 **Warning (No fine due at this time)** **Ticket#** 43155

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

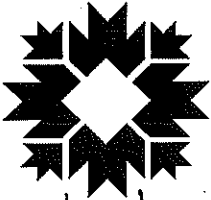
Comments: Please cut all overgrowth on the property. This includes the back and the sides of the house.

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

Owner Name JOEY JENNINGS
 Address 2414 S. MILTON DR
 City BLOOMINGTON State IN
 Zip Code 47403

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: _____ Mail Copies To: Resident: _____ Owner: Agent: _____



Notice of Violation

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

Date 5/22/19 Time 1:40 Address/location 2414 S Milton Dr. 47403

Issued by: 223

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 43239

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

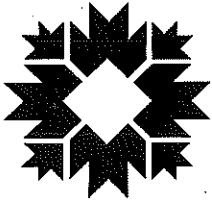
Comments: but all overgrowth on the property. Includes the back yard.

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

Owner Name JOEY JENNINGS
 Address 2414 S. MILTON DRIVE
 City BLOOMINGTON State IN
 Zip Code 47403

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: _____ Mail Copies To: Resident: _____ Owner: Agent: _____



Notice of Violation

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

Date 7/29/19 Time 2:00 Address/location 2414 S Milton Dr. 47403

Issued by: 223

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 **Warning (No fine due at this time)** **Ticket#** 43835

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

Comments: _____

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

Owner Name JOEY JENNINGS
 Address 2414 S MILTON DR
 City BLOOMINGTON State IN
 Zip Code 47403

Agent Name _____
 Address _____
 City _____ State _____
 Zip Code _____

BPW: 8/20/19

Mail Copies To: Resident: _____ Owner: _____ Agent: _____



Notice of Violation

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

Date 8/13/19 Time 10:30 Address/location 2414 S Milton Dr 47403
Issued by: 223

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 44052

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

Comments: _____

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

Owner Name JULY JENNINGS
Address 2414 S. MILTON DR.
City BLOOMINGTON **State** IN
Zip Code 47403

Agent Name _____
Address _____
City _____ **State** _____
Zip Code _____

BPW: ✓ 9-3-19

Mail Copies To: Resident: _____ Owner: ✓ Agent: _____





**CITY OF BLOOMINGTON BOARD OF PUBLIC
WORKS
NOTICE OF ABATEMENT
(Excessive Growth)**

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 2414 S Milton Dr., Bloomington, IN 47403, under parcel number 53-08-08-403-149.000-009 and whose legal description is 015-10995-00 BROADVIEW PARK LOT 65; ANNEXED 3/1/00 FROM 014-10990-00 (Hereinafter the "Property") which is owned by Joey Jennings (Hereinafter the "Owner").

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

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

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

THE CONTINUOUS ABATEMENT ORDER EXPIRES ON THE 15th DAY OF MAY, 2020.

Kyla Cox Deckard, President of the Board

September 3, 2019
DATED:

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

City of Bloomington's Board of Public Works
Order Of Abatement for NOV
(excessive growth)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 5/15/19, 5/22/19, 6/19/19, 7/29/19, 8/13/19, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, September 3, 2019.

The Board of Public Works now finds as follows:

1. Joey Jennings (Hereinafter the "Owner") owns the real estate located at 2414 S. Milton Dr., Bloomington, IN (Hereinafter the "Property").
2. On 5/15/19, 5/22/19, 6/19/19, 7/29/19, 8/13/19, Matthew Swinney, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violations cited in the NOV were not remedied.
6. Notice of Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and *expires on **May 15, 2020***.

So Ordered this 3rd Day of September, 2019.

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

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

The Board of Public Works meeting was held on Tuesday, August 20, 2019, at 5:30 pm in the Utilities Board Conference Room at City of Bloomington Utilities, 600 E. Miller Dr., Bloomington, Indiana, with Kyla Cox Deckard presiding.

**REGULAR MEETING
OF THE BOARD OF
PUBLIC WORKS**

Present: Kyla Cox Deckard
Beth H. Hollingsworth

ROLL CALL

City Staff: Michael Large – Public Works
Adam Wason – Public Works
Ryan Daily – Public Works
Kenny Liford, Housing and Neighborhood Dev.
Matthew Swinney – Housing and Neighborhood
Jacquelyn Moore – City Legal
Christopher Wheeler – City Legal
Roy Aten – Planning and Transportation
Neil Kopper – Planning and Transportation
Sara Gomez – Planning and Transportation
Russell White – Planning and Transportation

Cox Deckard wanted to let everybody know that tomorrow, August 22nd, is IU's grand move in day and to have some patience when traveling through Bloomington.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

**HEARING ON
EXCESSIVE GROWTH
APPEAL**

Christopher Wheeler, City Legal, presented the Appeal Excessive Growth Citation #43892 at 135 N. Clark St. See meeting packet for details.

**Appeal Excessive Growth
Citation #43892 at 135 N.
Clark St.**

Public Comments: Adam McAndrews came to the Board to tell his side of the story. He states his yard floods when it rains so it makes it impossible. McAndrews also said that he does not have time off work so it makes it hard to mow the yard.

Board Comments: Kenny Liford, Housing and Neighborhood Development, stated at the time he wrote the tickets there was not a lot of rain. Hollingsworth asked if McAndrews received any warnings. Liford said he has given McAndrews three warnings. Cox Deckard asked for the specific date in July the warning was written. Liford said it was on July 8th, 2019. Cox Deckard asked if the property was in compliance after the warning and then became out of compliance. Liford said he was unsure.

Hollingsworth made a motion to uphold Citation #43892. Cox Deckard seconded. Motion is passed.

TITLE VI
ENFORCEMENT

Matthew Swinney, Housing and Neighborhood Development, presented Permission to Abate Property at 125 E. Sunny Slopes Dr. See meeting packet for details.

**Permission to Abate
Property at 125 E. Sunny
Slopes Dr.**

Hollingsworth made a motion to abate property at 125 E. Sunny Slopes Dr. Cox Deckard seconded. Motion is passed.

Swinney presented Permission to Abate Property at 805 S. Westpoint Ct. See meeting packet for details.

**Permission to Abate
Property at 805 S.
Westpoint Ct.**

Board Comments: Hollingsworth asked Swinney if this was a contentious abatement. Swinney didn't think it was necessary.

Hollingsworth made a motion to Abate Property at 805 S. Westpoint Ct. Cox Deckard seconded. Motion is passed.

Swinney presented Permission to Abate Property at 1000 W. Countryside Ln. See meeting packet for details.

**Permission to Abate
Property at 1000 W.
Countryside Ln.**

Hollingsworth made a motion to Abate Property at 1000 W. Countryside Ln. Cox Deckard seconded. Motion is passed.

CONSENT AGENDA

1. **Approve Minutes 8-6-19**
2. **Resolution 2019-78: Approve 2019 Lotus World Music and Arts Festival (Thursday, September 26th - Sunday, September 29th)**
3. **Approve Resolution 2019-79: Approve 2019 Walk to End Alzheimer's (Sunday, September 15th)**
4. **Approve Outdoor Lighting Service Agreement with Duke Energy for Metered Surface Lot at 4th and Dunn St.**
5. **Resolution 2019-81: Approve Request for Use of the Public Right-of-Way for Dumpster Placement on W. 8th Street from Weddle Brothers (Thursday, August 22nd – Friday, January 3rd, 2020)**
6. **Approve Payroll**

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

Neil Kopper, Planning and Transportation, presented Approve Construction Inspection Contract with The Etica Group, Inc., for the School Zone Enhancement Project. See meeting packet for details.

Board Comments: Hollingsworth asked for clarification that this was just an inspection contract; Kopper confirmed.

Hollingsworth made a motion to Approve Construction Inspection Contract with The Etica Group, Inc., for the School Zone Enhancement Project. Cox Deckard seconded. Motion is passed.

Kopper presented Approve Construction Inspection Contract with Butler, Fairman, & Seufert, Inc., for the Rogers, Henderson, and Winslow Multiuse Path Projects. See meeting packet for details.

Board Comments: Hollingsworth asked for clarification if this was just an inspection contract; Kopper confirmed. Hollingsworth asked if this will start in 2020; Kopper confirmed.

Hollingsworth made a motion to Approve Construction Inspection Contract with Butler, Fairman & Seufert, Inc., for the Rogers, Henderson, and Winslow Multiuse Path Projects. Cox Deckard seconded. Motion is passed.

NEW BUSINESS

Approve Construction Inspection Contract with The Etica Group, Inc., for the School Zone Enhancement Project

Approve Construction Inspection Contract with Butler, Fairman & Seufert, Inc., for the Rogers, Henderson, and Winslow Multiuse Path Projects

Roy Aten, Planning and Transportation, presented Approve Change Order #1 with Groomer Construction for Downtown Curb Ramp Improvements Phase II Project. See meeting packet for details.

Approve Change Order #1 with Groomer Construction for Downtown Curb Ramp Improvements Phase II Project

Board Comments: Hollingsworth asked how long this will take to be completed. Aten said they anticipate to be done by Friday, August 23rd.

Hollingsworth made a motion to Approve Change Order #1 with Groomer Construction for Downtown Curb Ramp Improvements Phase II Project. Cox Deckard seconded. Motion is passed.

Aten presented Approve Right-of-Way Services Contract with BFS, Inc., for Jackson Creek Trail Phase II Project. See meeting packet for details.

Approve Right-of-Way Services Contract with BFS, Inc., for Jackson Creek Trail Phase II Project

Board Comments: Cox Deckard asked if this includes the Declaration of Public Need. Aten said that is on the next item on the agenda.

Hollingsworth made a motion to Approve Right-of-Way Services Contract with BFS, Inc., for Jackson Creek Trail Phase II Project. Cox Deckard seconded. Motion is passed.

Resolution 2019-80: Approve Right-of-Way Acquisition for Jackson Creek Trail Phase II Project

Aten presented Resolution 2019-80: Approve Right-of-Way Acquisition for Jackson Creek Trail Phase II Project. See meeting packet for details.

Board Comments: Hollingsworth asked if that will include additional 12 parcels. Aten said he believes they may impact 12 parcels.

Hollingsworth made a motion to Approve Resolution 2019-80: Approve Right-of-Way Acquisition for Jackson Creek Trail Phase II Project. Cox Deckard seconded. Motion is passed.

Gomez presented Approve Extension Request from Duke Energy for Temporary Road/Alley Closures. See meeting packet for details.

Approve Extension Request from Duke Energy for Temporary Road/Alley Closures (Friday, November 29th)

Board Comments: Hollingsworth asked what the delays have been. Brandon Wilson, Duke Energy, said there have been scope changes with the project. Some of the crew had to be moved to

other job sites. Wilson said weather was a big delay. Finally, Wilson said there has also been environmental concerns with boring on the B-Line Trail. Cox Deckard asked about the notices that were sent out to residents and managers in the area. The notice said the Public Works meeting would be held at City Hall, but due to other meetings, the Public Works meeting was held at the Utilities Board Room. Cox Deckard wanted to ensure they were told of the location change; Gomez confirmed. Cox Deckard asked if there would be issues with events going on downtown during this time frame. Gomez said there shouldn't be an issue since Duke Energy's working hours would be from 8am-5pm. Gomez agreed to look into that.

Hollingsworth made a motion to Approve Extension Request from Duke Energy for Temporary Road/Alley Closures. Cox Deckard seconded. Motion is passed.

Sara Gomez, Planning and Transportation, presented Approve Request for Use of Public Right-of-Way from Strauser Construction. See meeting packet for details.

Board Comments: Hollingsworth asked if the walkway will be covered. Gomez said it will not be covered. Adam Wason, Public Works, said that hasn't been required in the past projects, they will just use barricades. Cox Deckard ensured the walkway would be away from the work. Gomez said that walkway would be primarily used for construction entrances and exits. Cox Deckard asked if there has been any concerns with events during this construction time. Gomez said Ryan Strauser, Strauser Construction, has been in contact with the Lotus Director and that he has confirmed there shouldn't be an issue and he will work around events going on.

Hollingsworth made a motion to Approve Request for Use of Public Right-of-Way from Strauser Construction. Cox Deckard seconded. Motion is passed.

Russell White, Planning and Transportation, presented Approve Award of Construction Contract with E&B Paving, Inc., for the Moores Pike Sidewalk Project. See meeting packet for details.

Public Comments: John Simpson, Monroe LLC, came to the Board to see if he could get his bid reinstated. Simpson said he did provide his financial statements from the last project the City had awarded to them. Simpson said as far as the weighted unit prices stand, he stated it's hard to measure some items so he

Approve Request for Use of Public Right-of-Way from Strauser Construction (Monday, September 2nd - Wednesday, November 6th, 2020)

Approve Award of Construction Contract with E&B Paving, Inc., for the Moores Pike Sidewalk Project

focused on items that weren't so hard to measure. He stated he knew other contractors wouldn't be able to finish this project this year and Monroe LLC would be prepared to complete the project this year. He hopes the Board could reconsider and put his bid into consideration.

Board Comments: Jackie Moore, City Legal, explained that State Form 96 is a contractor's bid form for public works projects which is prescribed by the State Board of Accounts. That means it is a requirement. Any contractor's bid for a project of \$150,000 or more must contain the required financial statement. Failure to do so renders the contractor's bid invalid. The bid from Monroe LLC did not contain the financial statement for this project. State Form 96 is included in quote and bid packets sent out by Public Works or Planning and Transportation. Those packets enumerate the items that must be submitted and State Form 96 is one. Hollingsworth asked Moore if she would consider this bid invalid. Moore said the fact that his bid did not contain the required financial statement invalidated his bid.

Public Comments: Simpson said he did submit state form 96 and the state has the form in their possession. Wason said he submitted the form for a different project, from a different year. Wason stated he must submit a financial statement for every bid request.

Hollingsworth made a motion to Approve Award of Construction Contract with E&B Paving, Inc., for the Moores Pike Sidewalk Project. Cox Deckard seconded. Motion is passed.

Ryan Daily, Public Works, presented Approve Award of Contract for 2019 Walnut Street Garage Stairwell Repair to Ann-Kriss LLC. See meeting packet for details.

**Approve Award of Contract
for 2019 Walnut Street
Garage Stairwell Repair to
Ann-Kriss LLC**

Board Comments: Jackie Moore, City Legal, explained the conditions of approval for this contract. Under IC 36-1-12, contractors must be pre-qualified with the Indiana Public Works Certification Board prior to starting work on any local public works project estimated to be over \$300,000.00. Contractors will not be required to be qualified for a local unit public works project if the contract to be awarded is less than 300,000.00. August 29th is the requirement of submission of the application. The Board will meet on September 5th and within 14 days they will issue letters or certificates. Any award will need to be contingent on Ann-Kriss, LLC receiving the certification from

Department of Administrative Public Works Certification Board. Hollingsworth asked if contract is approved, will the work begin. Moore answered if it's more than \$300,000.00, under IC 36-1-12, no work can begin until Ann-Kriss, LLC receives the certificate.

Hollingsworth made a motion to Approve Award of Contract for 2019 Walnut Street Garage Stairwell Repair to Ann-Kriss LLC. Contingent upon the certificate from the Department of Administration Public Works Certification Board. Cox Deckard seconded. Motion is passed.

Jackie Moore, City Legal, presented Approve Grant of Easement to Duke Energy along Dunn St. Route. See meeting packet for details.

Approve Grant of Easement to Duke Energy along Dunn St. Route

Hollingsworth made a motion to Approve Grant of Easement to Duke Energy along Dunn St. Route. Cox Deckard seconded. Motion is passed.

Adam Wason, Public Works, stated the "Clear the Shelter" event was very successful this past weekend. He wanted to thank the staff at the animal shelter. In addition, Wason stated to try to stay away from roads near campus if you don't have to be in that area due to IU students moving in. Public Works is still in paving season but, due to the weather in June, Wason wasn't sure if they would get all of the paving done this year. It is always weather dependent. Wason wanted to thank the Street Department, more specifically the concrete crews. They installed a sidewalk and curb ramp on Leonard Springs Road which was a huge improvement for the residents in that area.

STAFF REPORTS & OTHER BUSINESS

Hollingsworth made a motion to approve claims in the amount of \$580,210.52. Cox Deckard seconded. Claims are approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 6:27 P.M.

ADJOURNMENT

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: IU Fall Cycling Series Street Sprints, October 5, 2019

Petitioner/Representative: Indiana University Student Foundation

Staff Representative: Sean Starowitz

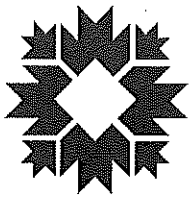
Meeting Date: September 3, 2019

The Indiana University Student Foundation is sponsoring the IU Fall Cycling Series Street Sprints, a bicycle sprint race on Saturday, October 5, 2019 between 12:00 p.m. and 6:00 p.m. to raise fund for student scholarships. The riders race 200 meters from the Library to Kilroys. In the fall semester, the series consists of three events, one of which is Street Sprints.

The Sprints will take place on East Kirkwood Avenue between Lincoln Street and Indiana Avenue. They anticipate having 160 entries and more than 1,000 spectators.

City Staff supports the request.

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



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Andrea L Balzano		
Contact Phone:	(812) 855-1937	Mobile Phone:	(574) 320-9125
Title/Position:	Little 500 Race Director		
Organization:	IU Student Foundation		
Address:	1606 N Fee Lane		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	albalzan@indiana.edu		
Organization E-Mail and URL:	iusf@indiana.edu / https://iusf.indiana.edu/		
Org Phone No:	(812) 855-9152	Fax No:	(812) 855-0842

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

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

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	Saturday, October 5, 2019		
Time of Event:	Date: 10-5-19 Start: 12:00 pm	Date: 10-5-19	End: 6:00 pm
Setup/Teardown time Needed	Date: 10-5-19 Start: 9:00 am	Date: 10-5-19	End: 7:00 pm
Calendar Day of Week:	Saturday		
Description of Event:	<p>The Little 500 raises funds for student scholarships. In the fall semester, we hold our Fall Cycling Series to engage our students during the fall semester. This series consists of three events, one of which is Street Sprints, which we will hold on Saturday, October 21st. We love to engage the Bloomington community and give our students the opportunity to race their bikes outside of Bill Armstrong Stadium. Riders race 200 meters from the library to Kilroy's.</p>		
Expected Number of Participants:	160	Expected # of vehicles (Use of Parking Spaces to close): 0—we need to close the road and NO cars can be parked on the road for safety reasons	

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

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

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

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

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

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

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

- 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.
- For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
- If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
- Waste and Recycling Plan if more than 100 participates (template attached)

8.

CHECKLIST

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

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

For City Of Bloomington Use Only

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

August 24, 2018

To Whom It May Concern,

My name is Andrea Balzano, and I work full-time for the IU Foundation as the Race Director of Indiana University's Little 500 bicycle race held every April in Bloomington, Indiana. The Little 500 was the brainchild of Howdy Wilcox, a former IU Foundation President, who modeled the event after the Indianapolis 500 back in 1951. The event is a relay-style bicycle race that is contested over 200 laps on a quarter-mile cinder track, and was immortalized in the 1979 Academy Award-winning film *Breaking Away*.

Every fall, the IU Student Foundation holds a Fall Cycling Series in an effort to give riders an additional forum to compete outside of the race itself, garner enthusiasm from the IU student body, and raise funds for student scholarships. Our series this year includes an Individual Time Trial, Cyclocross, and Street Sprints. We are currently in the process of petitioning the City of Bloomington to allow us to hold our Street Sprints event on Kirkwood Avenue on Saturday, October 5th from 12:00-6:00 p.m.

Think of Street Sprints as drag racing on a Little 500 bike. Competition starts in the qualifying round. Riders will be slotted into preliminary heats of six to eight riders and timed as they sprint 200 meters down Kirkwood Avenue. The top 16 men and top 16 women will advance to the championship round. Based on their qualifying time, riders will be slotted into the championship bracket and proceed to race one-on-one as they advance through the bracket to the finals.

We are personally asking all of the businesses on Kirkwood Avenue to support the IU Student Foundation in its effort to hold the event on Kirkwood from Lincoln to Indiana. We expect 200 students to participate in the event. Conservatively, if each rider has three friends or family members come watch the event in addition to interest we peak from general passersby, we estimate a crowd of between 1,000 and 2,000 people in attendance that afternoon. With the course stretching from Lincoln to Indiana, your business would be in a prime position to capture the attention of event goers, thereby leading to an increase in revenue the day of the race.

Please help us by taking a minute to check "Yes" or "No" below, so that we can give the City of Bloomington an accurate portrayal of the Kirkwood business pulse on this matter. If you have comments or concerns about this event, please feel free to attend the Public Works meeting on Tuesday, September 18th in the City Council Chambers at 5:30 pm to voice your opinions.

Best regards,

Andrea L. Balzano
Little 500 Race Director
albalzan@indiana.edu
(812) 855-1937

Yes

No

I support the proposed route on Kirkwood Avenue from Lincoln to Indiana. This route is ideal for the IU Student Foundation to hold its Fall Cycling Street Sprints.

Thank you for your consideration.

Signature

Name of Business

Printed Name

Title

Date

City of Bloomington

PARADE PERMIT APPLICATION

The purpose of this application is to promote and protect the safety of both the general public and parade participants.

Organization name and mailing address: IU Student Foundation
1606 N Fee Lane Bloomington, IN 47408

Contact person and phone number: Andrea L Balzano (812) 855-1937 or (574) 320-9125

Information regarding proposed parade:

Date: Saturday, October 5, 2019

Time of commencement: 12:00 pm - 6:00 pm (Set up begins at 9:00 am, tear
down complete by 7:00 pm)

Expected duration: 6 hours

Proposed route of Parade - commencement point, route, ending point:

Kirkwood Avenue between Indiana and Lincoln (see attached map)

Expected number of participants: 160

Please describe general make-up of the parade, including such information as Vehicles used, floats, bands, animals, etc.

See attached event proposal

Traffic control shall be supplied by off duty BPD and/or IUPD funded by IUSF

At the following points on the parade route: _____

Kirkwood and Indiana, Grant and 4th St., Lincoln and Indiana, 6th St. and Grant,
6th and Dunn (see attached map)

NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

Off duty BPD officers as coordinated by Officer Oldham. If there are not enough BPD, then we will ask IUPD officers as well.

Confirmation received from Law Enforcement agency providing parade route traffic control: _____ (date).

Signature of Person requesting Permit

Permit Granted _____

Permit Denied _____

Chief of Police, Bloomington, Indiana

Date

Action taken by Police Department:

The permit is granted _____, with the following conditions:

The permit is denied _____
For the following reasons:

Maintenance of Traffic Plan

IUSF Little 500 Street Sprints

Kirkwood Avenue between Lincoln and Indiana

Saturday, October 5th, 2019

12:00 pm – 6:00 pm (with set up beginning at 9:00 am, tear down complete by 7:00 pm)

of expected attendees: 160

of food vendors: 0

of other vendors: 0

No parking signs will be placed at on the meters on Kirkwood between Indiana and Lincoln the Thursday before the event.

One police officer and one three tier barricades will be place at the following intersections:

- One at Grant and 6th Street
- One at Dunn and 6th Street
- Two at Indiana and Kirkwood
- One at Grant and 4th Street
- One at Lincoln and Kirkwood

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-77**

IU FALL CYCLING SERIES STREET SPRINTS

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

WHEREAS, the Indiana University Student Foundation has requested use of public streets to conduct an IU Street Sprints bicycle race as part of their Fall Cycling Series; and

WHEREAS, the Indiana University Student Foundation has agreed to provide all traffic control as deemed necessary and as instructed by Bloomington Planning and Transportation Department and/or Bloomington Police Department and to incur the complete cost; and

WHEREAS, the Indiana University Student Foundation has agreed to provide the City with a Certificate of Insurance which names the City of Bloomington as an additional insured.

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

1. The Indiana University Student Foundation (hereinafter "Sponsor") may close East Kirkwood Avenue between Lincoln Street and Indiana Avenue to conduct an IU Fall Cycling Series Street Sprints event between the hours of 12:00 p.m. and 6:00 p.m., with set up and tear down times beginning at 9:00 a.m. and ending at 7:00 p.m. on Saturday, October 5, 2019.
2. Sponsor shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. Sponsor shall obtain, and place at Sponsor'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 for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Sponsor shall not close the streets until 9:00 a.m. on Saturday, October 5, 2019 and shall remove barricades and signage by 7:00 p.m. on Saturday, October 5, 2019.
3. Sponsor 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. Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures, and to obtain from any and all appropriate entities the necessary permission to use private property.
5. Sponsor shall be responsible for all clean-up that may be necessary as a result of the event to be completed by 7:00 p.m., Saturday, October 5, 2019.
6. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified music may be played during the hours of the event.

Resolution 2019-77

7. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
8. Sponsor shall be responsible for notifying all emergency services, transit companies and cab companies by written notice and to the general public by notice to the press at least 48 hours in advance of the event. Flyers shall be hand delivered to all businesses affected by the traffic restriction. Notice shall include date and time of the event and the fact that vehicular traffic may be temporarily delayed at times.
9. Indiana University Student Foundation, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. _____, by signing this agreement, represents that she/he has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 2019.

BOARD OF PUBLIC WORKS

INDIANA UNIVERSITY STUDENT FOUNDATION

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice-President

Printed Name and Title

Dana Palazzo, Secretary

Date



Board of Public Works

Staff Report

Project/Event: Declaration of Surplus Property
21'L x 7'W Recycled Plastic Boardwalk

Petitioner/Representative: City Parks and Recreation Department

Staff Representative: Dave Williams, Operations Director

Date: August 26, 2019

Report: The HAND department's construction of the Evergreen neighborhood residential project (W. RCA Park Rd and S. Susie St.) included the above described boardwalk that was originally installed across a drainage swale. After a flood event in the area, the boardwalk was removed; deemed to be an obstruction to stormwater flows. The boardwalk is currently stored at the Switchyard Park project site. The boardwalk is of no use to the Parks department and must be removed for the installation of a natural gas line. An employee of Weddle Brothers Construction has inquired as to the status of the boardwalk on behalf of his church who would reuse the boardwalk on their property. There is no location where the boardwalk can continue to be stored until the next scheduled City surplus auction and Parks/HAND would like to dispose of the boardwalk by donating it to the Not-For-Profit church. A letter from the church was requested to document that they would be the organization who would take ownership of this surplus property and would assume all costs for its removal and delivery.

Recommendation and Supporting Justification:

It is recommended the Board of Public Works approve the conveyance of this deed overlap area to the adjacent landowners.

Recommend **Approval** **Denial by:**

Dave Williams, Operations Director, Parks and Recreation

**BOARD OF PUBLIC WORKS
RESOLUTION 2019-83**

**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(5), 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(5) 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(5) 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), A(4) and (A)(5) is 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(5) 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 3rd day of September, 2019.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

Attest: _____
Rick Dietz, Director
Information & Technology Services

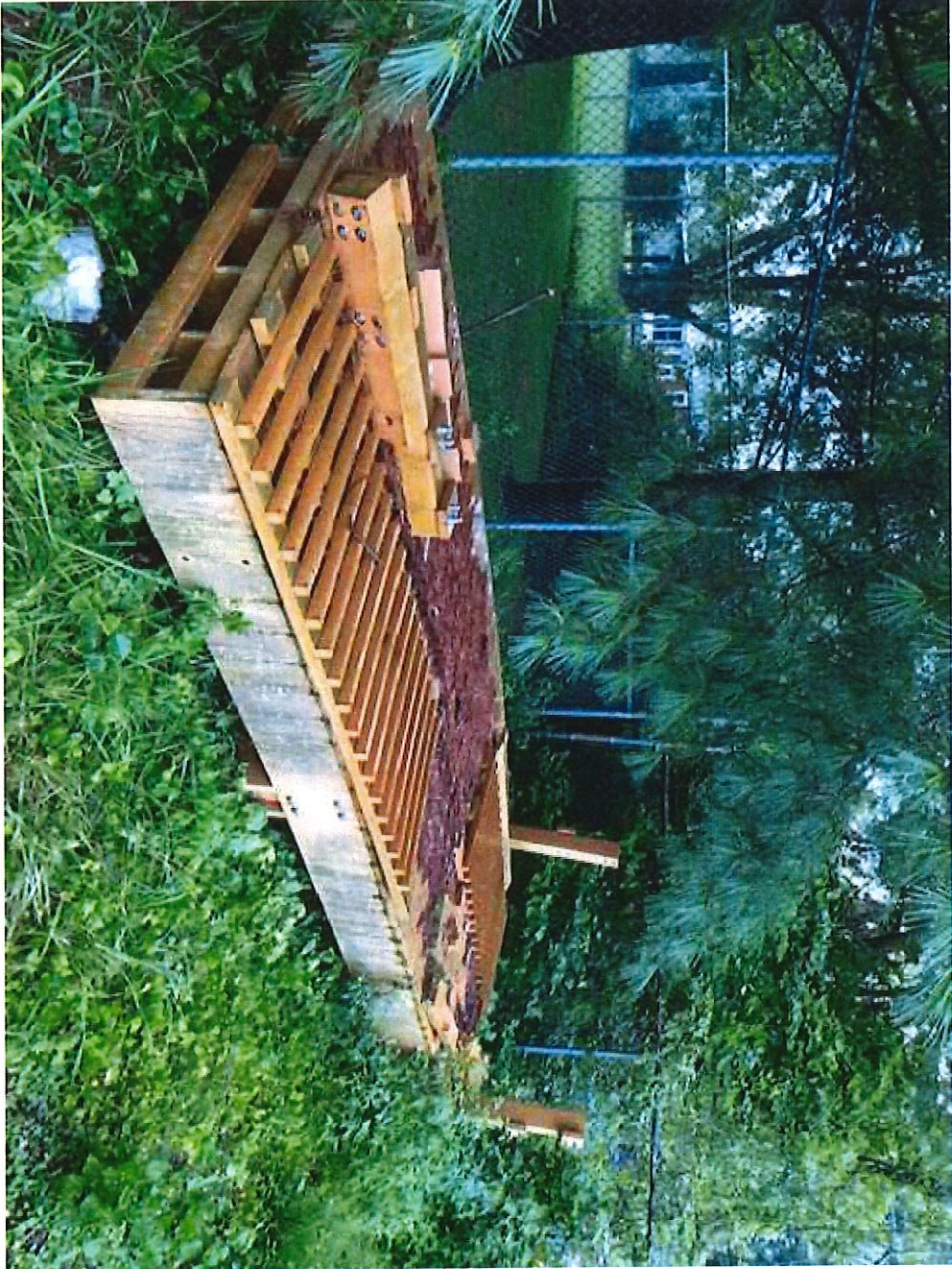
EXHIBIT

tabbles

A (1)



EXHIBIT
A(2)





Board of Public Works Staff Report

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

Staff Representative: Rick Dietz

Date: September 3, 2019

Report:

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

The Department of Information & Technology Services staff believe 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 & Donation 14 - 2019, and Donation 15 – 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
RESOLUTION 2019-83**

**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(5), 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(5) 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(5) 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), A(4) and (A)(5) is 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(5) 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 3rd day of September, 2019.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

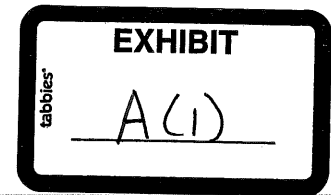
Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

Attest: _____
Rick Dietz, Director
Information & Technology Services

IT Department

Donation 14 - 2019 Info



Lot ID: 31, Date: 04/10/2019, Type:Donation

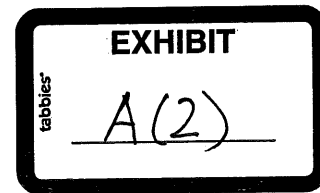
Donation Items List

Asset ID	Asset Num	Serial #	Name	Category	Division	Installed Date	Organization	Date
1831	130111	DRZ94X1	fle130111	Laptop	Fleet Maintenance	10/26/2015	ServeIT	08/06/2019
413	130163	F597HX1	upr130163	Desktop	Purchasing	05/08/2013	ServeIT	08/06/2019
346	140151	BJSTX12	ueg140151	Desktop	Engineering	05/08/2013	ServeIT	08/06/2019
142	140172	JTVGV12	dil140172	Desktop	Dillman	05/08/2013	ServeIT	08/06/2019
407	130167	CP08HX1	uac130167	Desktop	Accounting	05/08/2013	ServeIT	08/06/2019
402	140149	BJQFX12	ueg140149	Desktop	Engineering	05/08/2013	ServeIT	08/06/2019
1123	140109	89DTT12	cnt140109	Desktop	Controller	02/10/2015	ServeIT	08/06/2019
433	140176	JTQ5W12	uad140176	Desktop	Administration	05/08/2013	ServeIT	08/06/2019
1828	140358	8J7KP12	twl140358	Laptop	Twin Lakes	10/26/2015	ServeIT	08/06/2019
3788	140146		UTD140146	Laptop	T&D		ServeIT	08/06/2019
453	140287	235GM22	lgl140287	Desktop	Legal	10/24/2014	ServeIT	08/06/2019
1124	140093	895WT12	its140093	Desktop	IT	01/12/2015	ServeIT	08/06/2019
480	140289	234KM22	its140289	Desktop	IT	10/24/2014	ServeIT	08/06/2019
1096	140390	27Q9K32	clk140390	Laptop	Council Office	02/06/2015	ServeIT	08/06/2019
1166	140360	4T3LP12	lgl140360	Laptop	Legal	01/05/2015	ServeIT	08/06/2019
1641	140421	7Q6DK32	lgl140421	Laptop	Legal	10/01/2015	ServeIT	08/06/2019
964	1524576r	520LR52	ash1524576r	Desktop	Animal Shelter	07/10/2015	ServeIT	08/06/2019
2927	120114A		ITS120114A	Desktop	IT		ServeIT	07/17/2019
1086	120138	GJQDWW1	its120138	Desktop	IT	07/27/2015	ServeIT	07/17/2019
1153	120022	6W2HKS1	prs120022	Desktop	Parks and Recreation	09/02/2015	ServeIT	07/12/2019
1105	120043	HQNWKS1	trn120043	Desktop	Training	08/31/2015	ServeIT	07/12/2019
3020	120044	HQF3LS1	trn120044	Desktop	Training	07/25/2016	ServeIT	07/12/2019
1176	120023	6W4BKS1	prs120023	Desktop	Parks and Recreation	09/14/2015	ServeIT	07/12/2019
1075	120021	6W5DKS1	trn120021	Desktop	Training	09/30/2015	ServeIT	07/12/2019
248	120042	6W2HKS1	training-pc	Desktop	Animal Shelter	08/21/2015	ServeIT	07/12/2019
1265	120025	6WBGKS1	cnt120025	Desktop	Controller	07/31/2015	ServeIT	07/12/2019
373	120009	5Q5B7R1	clk120009	Laptop	Council Office	05/13/2015	ServeIT	07/12/2019
374	130445	27K9BZ1	ban130445	Desktop	Banneker	05/08/2013	ServeIT	07/11/2019
6048	120028		ITS120028		IT	07/11/2019	ServeIT	07/11/2019
1073	130127	CMF3FX1	otm130127	Desktop	Office of the Mayor	05/08/2013	ServeIT	05/30/2019
326	140336	H6M1S22	cnt140336	Desktop	Controller	10/24/2014	ServeIT	05/30/2019
449	140293	51LHM22	hnd140293	Desktop	HAND	05/08/2013	ServeIT	05/30/2019
474	140033	FGNBWZ1	lgl140033	Laptop	Legal	03/17/2014	ServeIT	04/23/2019
422	130488	27N9BZ1	uac130488	Desktop	Accounting	05/08/2013	ServeIT	04/23/2019
919	130461	29BZWY1	its130461	Laptop	IT	02/27/2013	ServeIT	04/23/2019

A handwritten signature in black ink, appearing to be "Jill".

IT Department

Recycle 14 - 2019 Info



Lot ID: 32, Date: 04/10/2019, Type:Recycle

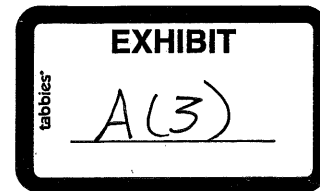
Recycled Items List

Asset ID	Asset Num	Serial #	Name	Category	Installed	Description	Location	Date
3001	100002	CN0WH318728726AU65H	ITS100002	LCD 1			Tech-Recyclers	08/06/2019
6078	11000242		STR11000242	UPS	07/29/2011		Tech-Recyclers	07/29/2019
3852	1524781		UAD1524781	UPS			Tech-Recyclers	07/29/2019
6075	130243		STR130243	UPS	07/29/2013		Tech-Recyclers	07/29/2019
4780	100006		str100006	UPS			Tech-Recyclers	07/29/2019
6052	1525155L		ITS1525155L	UPS		UPS	Tech-Recyclers	07/16/2019
3936	140261		UEG140261	UPS			Tech-Recyclers	07/08/2019
4668	080064	CNRXY27697	ASH080064	NetworkPrinter			Tech-Recyclers	07/03/2019
3095	100037	AEA9W2002503	HND100037	UPS			Tech-Recyclers	07/02/2019
3868	090135		uac090135	NetworkPrinter			Tech-Recyclers	06/27/2019
3873	090343		UAC090343	UPS			Tech-Recyclers	06/27/2019
6012	090193		ITS090193	Wireless Access Point	06/12/2009		Tech-Recyclers	06/12/2019
2925	1525155G		ITS1525155G	UPS			Tech-Recyclers	06/06/2019
4442	140321		ASH140321	UPS			Tech-Recyclers	06/06/2019
5937	090189		ITS090189	Wireless Access Point	05/21/2019		Tech-Recyclers	05/21/2019
3241	040032		pln040032	UPS			Tech-Recyclers	05/17/2019
4514	1524839B		CAS1524839B	UPS		Cyberpower UPS	Tech-Recyclers	05/06/2019
5897	11000286		STR11000286		04/16/2019		Tech-Recyclers	04/16/2019
5896	080110		STR080110		04/16/2019		Tech-Recyclers	04/16/2019
3948	070010	CND1R01096	UTD070010	NetworkPrinter			Tech-Recyclers	04/11/2019

A handwritten signature in black ink, appearing to be "Jui".

IT Department


Recycle 15 - 2019 BPD Info



Lot ID: 33, Date: 07/01/2019, Type:Recycle

Recycled Items List

Asset ID	Asset Num	Serial #	Name	Category	Installed	Description	Location	Date
6084	070139		pod070139	Monitor	07/29/2019		Tech-Recyclers	07/29/2019
1496	120053	GVBRLS1	trn120053	Desktop	07/30/2012		Tech-Recyclers	07/29/2019
585	120047	GPXXKS1	trn120047	Desktop	02/24/2016		Tech-Recyclers	07/29/2019
57	120160	43TNXV1	trn120160	Desktop	07/30/2012		Tech-Recyclers	07/29/2019
6072	070086		POD070086	Monitor	07/29/2019		Tech-Recyclers	07/29/2019
6071	070066		POD070066	Monitor	07/29/2019		Tech-Recyclers	07/29/2019
6070	070069B		POD070069B	Monitor	07/29/2019		Tech-Recyclers	07/29/2019
6069	070069C		POD070069C	Monitor	07/29/2019		Tech-Recyclers	07/29/2019
6068	090057A		POD090057A	Monitor	07/29/2019		Tech-Recyclers	07/29/2019
6067	090056A		POD090056A	Monitor	07/29/2019		Tech-Recyclers	07/29/2019
6066	070069A		POD070069A	Monitor	07/29/2019		Tech-Recyclers	07/29/2019
6065	070069		POD070069	Monitor	07/29/2019		Tech-Recyclers	07/29/2019
6064	104125		POD104125	NetworkPrinter	07/29/2019		Tech-Recyclers	07/29/2019
657	130428	27L7BZ1	pop130428	Desktop	05/08/2013		Tech-Recyclers	07/29/2019
6073	050087		POD050087	Monitor	07/29/2019		Tech-Recyclers	07/29/2019
4038	110253		POD110253	NetworkPrinter			Tech-Recyclers	07/29/2019
4141	130599		DIS130599	Desktop			Tech-Recyclers	07/29/2019
4416	140433		BPD126	Laptop			Tech-Recyclers	07/29/2019
6083			Keyboards and mice	Keyboard	07/29/2019	keyboards, mice etc...	Tech-Recyclers	07/29/2019
6082			Body cam dock	Docking Station	07/29/2019	10 body cam docks	Tech-Recyclers	07/29/2019
6081	1525155e		pod1525155e	UPS	07/29/2019		Tech-Recyclers	07/29/2019
3981	110124		POD110124	UPS			Tech-Recyclers	07/29/2019

6080	130306		por130306	UPS	07/29/2019		Tech-Recyclers	07/29/2019
4005	110154		POD110154	UPS			Tech-Recyclers	07/29/2019
4130	140055		ITS140055	UPS			Tech-Recyclers	07/29/2019
4021	110130		POD110130	UPS			Tech-Recyclers	07/29/2019
4074	090335	3B0924X32469	por090335	UPS			Tech-Recyclers	07/29/2019
6079	110139		pod110139	UPS	07/29/2019		Tech-Recyclers	07/29/2019
3469	140247	N/A	Eseek scanner				Tech-Recyclers	07/29/2019
2294	140423	BJ2DK32	fad140423	Laptop	03/17/2014		Tech-Recyclers	07/29/2019
4299	130237		fad130237	Laptop			Tech-Recyclers	07/29/2019
4426	140409		BPD133	Laptop			Tech-Recyclers	07/29/2019
340	140350	41MKP12	pop140350	Laptop	07/24/2014		Tech-Recyclers	07/29/2019
44	140278	235HM22	poa140278	Desktop	05/08/2013		Tech-Recyclers	07/29/2019
1899	1525008i	5T78W52	pod1525008i	Desktop	11/17/2015		Tech-Recyclers	07/29/2019
48	140348	225FS22	poa140348	Desktop	05/08/2013		Tech-Recyclers	07/29/2019
4138	130598		DIS130598	Desktop			Tech-Recyclers	07/29/2019
2776	1525008g	5T79W52	poa1525008g	Desktop	11/24/2015		Tech-Recyclers	07/29/2019
4339	140214	CY7JV12	POT140214	Desktop			Tech-Recyclers	07/29/2019
103	140414	DZG7S22	pod140414	Desktop	05/08/2013		Tech-Recyclers	07/29/2019
12	140294	17LSM22	pod140294	Desktop	12/02/2014		Tech-Recyclers	07/29/2019
112	140283	237GM22	poa140283	Desktop	05/08/2013		Tech-Recyclers	07/29/2019
494	140194	DBBJX12	pod140194	Desktop	07/14/2014		Tech-Recyclers	07/29/2019
4134	130595		DIS130595	Desktop			Tech-Recyclers	07/29/2019
4135	130597		DIS130597	Desktop			Tech-Recyclers	07/29/2019
4078	130590		DIS130590	Desktop			Tech-Recyclers	07/29/2019
543	140411	J606S22	pop140411	Desktop	03/05/2015		Tech-Recyclers	07/29/2019
41	140313	H1D6N22	dis140313	Desktop	11/14/2014		Tech-Recyclers	07/29/2019
66	140314	H1D7N22	dis140314	Desktop	11/14/2014		Tech-Recyclers	07/29/2019
4427	130117		BPD134	Laptop			Tech-Recyclers	07/29/2019

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4301	130241		FHQ130241	Laptop			Tech-Recyclers	07/29/2019
1475	140354	H6MNR22	fhq140354	Desktop	10/24/2014		Tech-Recyclers	07/29/2019
4133	130591		DIS130591	Desktop			Tech-Recyclers	07/29/2019
4136	130593		DIS130593	Desktop			Tech-Recyclers	07/29/2019
4137	130596		DIS130596	Desktop			Tech-Recyclers	07/29/2019
4139	130592		DIS130592	Desktop			Tech-Recyclers	07/29/2019
4140	130594		DIS130594	Desktop			Tech-Recyclers	07/29/2019
1913	1525008q	5T67W52	pod1525008q	Desktop	11/20/2015		Tech-Recyclers	07/29/2019





Board of Public Works Staff Report

Project/Event: WFHB Community Radio Fundraising Block Party

Petitioner/Representative: Jar Turner/WFHB

Staff Representative: Sean Starowitz

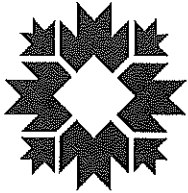
Meeting Date: September 3, 2019

WFHB is desirous of closing and using parking on W. 4th Street from S. College to S. Walnut. WFHB requests the temporary closing of the street, alleys, and parking so it can host a fundraising concert for WFHB Community Radio.

This is WFHB Second Annual Block party and will include a band and food trucks. A Noise Permit Application was included in the application.

Staff supports this event.

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



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Jar Turner		
Contact Phone:	812.323.1200	Mobile Phone:	
Title/Position:	General Manager		
Organization:	WFHB Community Radio		
Address:	108 West 4 th Street		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	manager@wfhb.org		
Organization E-Mail and URL:			
Org Phone No:	812.323.1200	Fax No:	

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

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

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	October 12, 2019	
Time of Event:	Date: 10/12/19 Start: 5:00 p.m. Date: 10/12/19 End: 11:00 p.m.	
Setup/Teardown time Needed	Date: 10/12/19 Start: 9:00 a.m. Date: 10/13/19 End: 2:00 a.m.	
Calendar Day of Week:	Saturday	
Description of Event:	WFHB Block Rocker is a fundraising concert for WFHB community radio.	
List of Street Closures (If applicable)	West 4 th Street between College and Walnut	
Expected Number of Participants:	450	Expected # of vehicles (Use of Parking Spaces to close): 10 spaces

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

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

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

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

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

<input checked="" type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

6.

CHECKLIST

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

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

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

For City Of Bloomington Use Only

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

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 the Public Right Way for the **WFHB Block Rocker on Saturday, October 12th from 5pm to 11pm.**

The Board of Public Works meeting to hear this request will be **September 3rd, 2019.** Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for the **WFHB Block Rocker** will be on file and may be examined in the Public Works office on the **Friday, August 30th,** prior to the **Tuesday, September 3rd,** meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: **WFHB Community Radio**
DATE: **08/23/2019**

**BOARD OF PUBLIC WORKS
RESOLUTION 2019-85**

WFHB BLOCK PARTY

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

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

WHEREAS, WFHB is desirous of using and has requested that the Board temporarily close a portion of W. 4th Street in downtown Bloomington to traffic from S. College to S. Walnut and use of parking spaces from 9:00 a.m. on Saturday, October 12, 2019 to 2:00 a.m. on Sunday, October 13, 2019, so that WFHB can have control over the streets for the purposes of a fundraising concert for WFHB community radio between the hours of 5:00 p.m. until 11:00 p.m., and

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

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works declares that W. 4th Street between S. College and S. Walnut will be temporarily closed to traffic, and parking from 2:00 p.m. on Saturday, October 12, 2019 until 2:00 a.m. on Sunday, October 13, 2019.
3. The street closures outlined above are for the purposes of allowing WFHB to host a fundraising concert for WFHB Community Radio, and provide a high quality event that is mutually beneficial to the community on Saturday, October 12, 2019.
4. WFHB shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. WFHB shall obtain, and place at WFHB'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 for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. WFHB agrees to close the streets not before 9:00 a.m. on Saturday, October 12, 2019 and to remove barricades and signage by 2:00 a.m. on Sunday, October 13, 2019.
5. WFHB, 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.

RESOLUTION 2019-85

6. WFHB will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part of the event. Cleanup shall be completed by midnight on Sunday, October 13, 2019.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. WFHB shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
9. In consideration for the use of the City's property and to the fullest extent permitted by law, WFHB, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 2019.

BOARD OF PUBLIC WORKS:

WFHB

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name, Title

Dana Palazzo, Secretary

Date

Date



S Walnut St

Walnut St

Walnut St

S Walnut St

WFHB

W 4th St

4th Street Garage

Affice of the
Sun C
beer

W 4th St

stage

Selendipity Martini Bar

Chinese Restaurant

Atlas Ballroom

The Back Door

German American Bank

Google

S College Ave

S College Ave

W 3rd St

th St

& Robertson:
ery Samuel R

na Legal Services

3rd St

WFHB Block Party
boundaries of area

food trucks

water
barriers

T = trash/
recycling
containers

Type 3
barricades

Firestone C
AU



Board of Public Works Staff Report

Project/Event: Resolution 2019-86 - Mobile Vendor in Right of Way
Petitioner/Representative: Abdelmuezz Zeidan, Swakin LLC
Staff Representative: Laurel Waters
Meeting Date: September 3, 2019

Abdelmuezz Zeidan, dba as Swakin LLC, was previously approved for a Mobile Vendor License for one year from September 13, 2018, through September 12, 2019. Mr. Zeidan would now like renew his food trailer so that he can continue to operate in the City's right of way. 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 trailer selling stir-fried food.

This application is for one year, September 14, 2019, to September 13, 2020.

Staff is supportive of the request.

Recommend **Approval** **Denial** by Laurel Waters



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Abdelmuerz Zeidan	
Title/Position:	Manager	
Date of Birth:	09-13-1976	
Address:	6770 E State RD 46	
City, State, Zip:	Bloomington, IN, 47401	
E-Mail Address:	moelzidan@yahoo.com	
Phone Number:	812 606 5413	Mobile Phone: 812 606 5413

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

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

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

4. Company Information

Name of Employer:	Swakin LLC
Address of Employer:	6770 E state RD 46, Bloomington, IN, 47401

City, State, Zip:	Bloomington, IN, 47401		
Employment Start Date:	September-2018	End Date (If known):	
Phone Number:	812 606 5413		
Website / Email:	Swakifood@yahoo.com		
Company is an:	<input checked="" type="checkbox"/> LLC	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole proprietor <input type="checkbox"/> Other:

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address
Abdelmuez Zeidan	6770 E State RD 46, Bloomington, IN, 47401

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

Date of incorporation or organization:	September-2018
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Food. Kitchen equipments	
Planned hours of operation:	11:00 am — 7:00 pm & 10:00 pm — 3:00 am
Place or places where you will conduct business (If private property, attach written permission from property owner):	City of Bloomington,
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none">• 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 Proof of Motor Vehicle Insurance Coverage
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

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



State Form 48099 (R5/7-17)
Approved by State Board of
Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

SS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
1	17	02/12/19	07/26/18	53 - MONROE	R	18	ARJ530	SP		17	N	4H	ARJ530
EXPIRATION DATE		MUNICIPALITY			VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER		TYPE	COLOR		
12/21/19		NONE OF THE ABOVE			01	TOY	4RU	JT3HN87R910326795		4H	LBL/		
RR	EXT	EX	DAV	NET	CO.	MUN.	STATE	ADMIN	TOTAL				
TAX	TAX	CREDIT	CREDIT	EX TAX	WHEEL/SUR	WHEEL/SUR	REG FEE	FEE					
	36.00	0.00	0.00	36.00	25.00	0.00	36.35	15.00	112.35				
PRIOR	EXT	EX	DAV	NET	CO.	MUN.	STATE	ADMIN	TOTAL				
TAX	TAX	CREDIT	CREDIT	EX TAX	WHEEL/SUR	WHEEL/SUR	REG FEE	FEE					
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

REGISTRATION LICENSE TYPE
IN GOD WE TRUST NEW FORMAT HIGH DIGIT PASSENGER



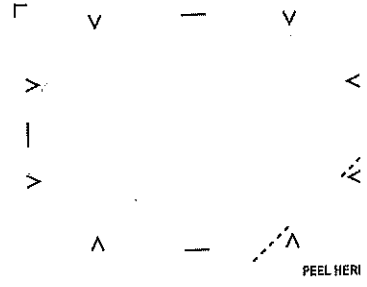
AW
Legal Address
8770 E STATE ROAD 46
BLOOMINGTON, IN 47401-9215

ABDELMUEZZ O ZEIDAN
8770 E STATE ROAD 46
BLOOMINGTON, IN 47401-9215



INSTRUCTIONS FOR APPLYING PLATE DECALS:

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



ITCH# 4533337 SEQUENCE# 1 1/2



State Form 48099 (R5/7-17)
Approved by State Board of
Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

SS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
1	1	02/12/19	07/26/18	53 - MONROE	R	18	TR858ZRK	GP	3	17	N	TR	TR858ZRK
EXPIRATION DATE		MUNICIPALITY			VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER		TYPE	COLOR		
12/21/19		NONE OF THE ABOVE			92	WCA	CEW	1WC200G24N1056842		TR	WHI/		
RR	EXT	EX	DAV	NET	CO.	MUN.	STATE	ADMIN	TOTAL				
TAX	TAX	CREDIT	CREDIT	EX TAX	WHEEL/SUR	WHEEL/SUR	REG FEE	FEE					
	8.00	0.00	0.00	8.00	10.00	0.00	16.35	15.00	49.35				
PRIOR	EXT	EX	DAV	NET	CO.	MUN.	STATE	ADMIN	TOTAL				
TAX	TAX	CREDIT	CREDIT	EX TAX	WHEEL/SUR	WHEEL/SUR	REG FEE	FEE					
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

REGISTRATION LICENSE TYPE
GENERAL TRAILER NEW FORMAT 3,000



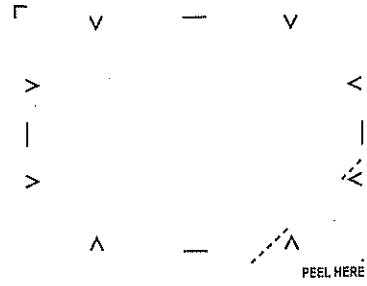
AW
Legal Address
8770 E STATE ROAD 46
BLOOMINGTON, IN 47401-9215

ABDELMUEZZ O ZEIDAN
8770 E STATE ROAD 46
BLOOMINGTON, IN 47401-9215



INSTRUCTIONS FOR APPLYING PLATE DECALS:

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



ITCH# 4533337 SEQUENCE# 2 2/2

CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Carmichael Truck & Auto
 INSPECTOR'S NAME David Wilson INSPECTOR'S PHONE # 812 334-8285
 DATE OF INSPECTION 8/20/2019
 TAXICAB COMPANY _____
 VEHICLE YEAR 2001 MAKE Toyota MODEL 4-runner
 VIN JT3HN87R9 10326795

	PASS	FAIL	COMMENTS
LIGHTS (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:

Department of Economic and Sustainable Development
401 N. Morton St. Suite 150
Bloomington, Indiana 47404
812-349-3419

CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Carmichael Truck & Automotive
 INSPECTOR'S NAME David Wilson INSPECTOR'S PHONE # (812) 334-8285
 DATE OF INSPECTION 8/20/2019
 TAXICAB COMPANY _____
 VEHICLE YEAR 1992 MAKE Wells Cargo MODEL Enclosed Trailer
 VIN 1WC200G24N1055842

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓		<u>Prepared to Pass!</u>
FLASHERS	✓		
REFLECTORS	✓		
HORN	N/A		
WINDSHIELD WIPERS	N/A		
MIRRORS	N/A		
SEATBELTS	N/A		
BUMPER HEIGHT	✓		
ALL WINDOWS	✓		
MUFFLER	N/A		
TIRES	✓		<u>Prepared to Pass!</u>
BRAKES	✓		<u>Prepared to Pass!</u>
DOORS	✓		
GENERAL CONDITION OF VEHICLE	✓		

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

Department of Economic and Sustainable Development
401 N. Morton St. Suite 150
Bloomington, Indiana 47404
812-349-3419

Additional Comments by Inspector: _____

Repaired to PASS!

Inspector Signature _____

Date: _____

8/20/2019

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

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

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

812.349.3418

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Abdelmuez Zeidan

Name, Printed



Signature

8-27-2019

Date Release Signed

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
08/27/2018 08:32 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 201808241275039
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME SWAKIN LLC
PRINCIPAL OFFICE ADDRESS 6770 e st rd 46, Bloomington, IN, 47401, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME Abdelmuezz O Zeidan
ADDRESS 6770 e st rd 46, Bloomington, IN, 47401, USA
SERVICE OF PROCESS EMAIL swakinfood@yahoo.com

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

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 08/24/2018
EFFECTIVE TIME 09:22PM

ARTICLE IV - PRINCIPAL(S)

TITLE Manager
NAME Abdelmuezz O Zeidan
ADDRESS 6770 e st rd 46, Bloomington, IN, 47401, USA

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S) Yes

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
08/27/2018 08:32 AM

SIGNATURE

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

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

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **August 24, 2018**.

SIGNATURE

Abdelmuezz O Zeidan

TITLE

Manager

Business ID : 201808241275039

Filing No : 8004542

Date of this notice: 09-12-2018

Employer Identification Number:
83-1875687

Form: SS-4

Number of this notice: CP 575 G

SWAKIN LLC
ABDELMUEZZ O ZEIDAN SOLE MBR
6770 E ST RD 46
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 83-1875687. 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 SWAK. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575G

09-12-2018 SWAK O 9999999999 SS-4

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

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 09-12-2018
EMPLOYER IDENTIFICATION NUMBER: 83-1875687
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄▄

SWAKIN LLC
ABDELMUEZZ O ZEIDAN SOLE MBR
6770 E ST RD 46
BLOOMINGTON, IN 47401

**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: 08/22/2019

Business Name: Swakin Food Truck

Address: 6770 E STATE ROAD 46
Bloomington, IN 47401

Phone: CELL 812-606-5413

The following permit has been issued:

Permit No. 19-00161

Type: FOOD Temporary Vender/Cooking

Issued Date: 08/22/2019

Effective Date: 08/22/2019

Expiration Date: 08/22/2020

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

Please contact City of Bloomington Fire for more information.

Inspector: Tim Clapp

Tim Clapp

Date 8/22/2019



ZIDAAB1

OP ID: AE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2019

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

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


PRODUCER ISU Ins Svcs-The May Agency 1327 N. Walnut St. PO Box 1669 Bloomington, IN 47402 Lisa M Stone	812-334-2400	CONTACT NAME: Allison England PHONE (A/C, No, Ext): 812-334-2400 E-MAIL ADDRESS: aengland@mayagency.com FAX (A/C, No): 812-332-3646
	INSURER(S) AFFORDING COVERAGE INSURER A: Indiana Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED: Abdelmuezz Zidan 6770 E State Rd 46 Bloomington, IN 47401		NAIC # 22659

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BLS59084357	08/16/2019	08/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Bloomington is listed as additional insured on general liability with written contract.

CERTIFICATE HOLDER City of Bloomington 401 N. Morton Street PO Box 100 Bloomington, IN 47402	CITYBL2	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2019

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

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

PRODUCER Chambers Agency 859 Riverside Dr Suite 12 Greenwood, IN 46142	CONTACT NAME: Rick Chambers
	PHONE (A/C, No, Ext): 317-885-6900 FAX (A/C, No): 317-215-5025
	E-MAIL ADDRESS: rchambers@farmersagent.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : UNITED SPECIALTY INSURANCE COMPANY
	INSURER B : BRISTOL WEST
	INSURER C : FARMERS INSURance
	INSURER D :
	INSURER E :
	INSURER F :
INSURED ZEIDAN , ABDELMEUDD 6770 E STATE ROAD 46 BLOOMINGTON, IN 47401-9215	NAIC #

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			G00-6618759-00	05/14/2019	11/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 50,000 BODILY INJURY (Per person) \$ 25,000 BODILY INJURY (Per accident) \$ 50,000 PROPERTY DAMAGE (Per accident) \$ 50,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Vehicle						2001 TOYT 4RUNNER LIMITED JT3HN87R910326795

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

Additional Interest: City of Bloomington

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Rick L. Chambers



Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



SWAKIN FOOD TRUCK
ABDELMUEZZ ZEIDAN
2361 W. RAPPEL AVENUE - ONE WORLD KITCHEN SHARE
BLOOMINGTON, IN 47404

2019

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

Issued FEB 01 2019

By *Thomas W. Mayo*

PERMIT EXPIRES FEBRUARY 29, 2020

This License Is Not Transferable to Any Other Individual or Location

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 150
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

812.349.3418

Standard of Conduct Agreement

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

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

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

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

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

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

Vendor:

Name:

Abdelmunez Zaidan

Signature:

[Handwritten Signature]

Date:

8-27-2019

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 150
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

812.349.3418

Prohibited Location Agreement

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

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

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

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

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

Vendor:

Name:

Abdulmuazz Zeidan

Signature:

[Handwritten Signature]

Date:

8-27-2019

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-86**

**Mobile Vendor in Public Right of Way
Swakin 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 Abdelmuezz Zeidan, Manager of Swakin LLC (“Vendor”) is seeking to renew a Mobile Vendor License under Bloomington Municipal Code 4.28; and

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit 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 Mobile Vendor License renewal will be for one year beginning on September 14, 2019 and running through September 13, 2020, for operation in the City’s Right of Way; and

WHEREAS, Vendor desires 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 trailer; and

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on September 14, 2019, and ending September 13, 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.

RESOLUTION 2019-86

- 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 3rd DAY OF SEPTEMBER 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 **2019-86** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Abdelmuezz Zeidan, Manager
Swakin LLC

Date: _____



Board of Public Works Staff Report

Project/Event: Lucity Asset Management Software System Upgrade Contract for the Fleet Division – Addendum #1

Petitioner/Representative: Public Works Department

Staff Representative: Jason Speer, Fleet Manager

Meeting Date: September 3, 2019

The Board of Public Works approved the Fleet Division's acquisition of the Lucity asset management software system on March 19, 2019. This addendum request involves an additional purchase of two (2) new mobile Lucity asset management software system licenses for the Fleet Division. This purchase will allow Fleet Technicians to utilize Lucity asset management software directly in the field as they perform preventative maintenance tasks, thus increasing both inventory efficiency and sustainability for fleet operations. Additionally, this addendum includes the Constant Connection technical support and maintenance program for the Lucity software.

Quoted Price: \$3,600.00

Staff recommends the purchase of 2 mobile asset management licenses and the Constant Connection technical support and maintenance program from Lucity in the amount of \$3,600.00. This project will be funded by the Fleet Division.

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

Board of Public Works Staff Report



Lucity, Inc.
 10561 Barkley Street, Suite 100
 Overland Park, KS 66212
 Phone # 913-341-3105

Quotation

Date	8/16/2019
Quote #	89246R3

Prepared For
City of Bloomington Nate Nickel nickeln@bloomington.in.gov Jason Speer speerj@bloomington.in.gov 401 North Morton St. Bloomington, IN 47404

Project

Description	Qty	Rate	Total
Fleet Department			
Lucity Mobile (per install)	2	1,500.00	3,000.00
Constant Connection Program (Annual Support & Maintenance) - will be pro-rated at the time of purchase to expire with existing on 06/30/2020	1	600.00	600.00
NOTES: - Constant Connection Program * Year 1 fee is twenty percent (20%) of total amount of software license fees for products covered under the Program * Fees in subsequent years subject to annual increase of two and one-half percent (2.5%)			
PURCHASE TERMS: 1. Above quoted prices are good for sixty (60) days from date of quote. 2. Above prices are in U.S. dollars. Sales tax is an estimate only at the time. 3. License fees for any Lucity GIS solutions do not include Esri software. 4. Invoice terms are net due upon receipt. Finance charges at the maximum allowable rate will be incurred 30 days from invoice date. 5. Shipping and handling is included. 6. Solutions that are priced "per install" do not include the cost of the device or any further software that may be required to run the Lucity program. 7. Preprinted conditions and any terms stated on purchase orders or other Customer documents which are related to the products and services provided by Lucity, Inc., are of no force or effect. The terms and conditions of Lucity's Software License/Solutions Agreement and any amendments thereto shall control. Acceptance of the products and/or services related to this Quote, or any notice to proceed issued by Customer, shall be deemed acceptance of this Quote and its terms and conditions contained herein.			
City of Bloomington, IN Approved by: _____ Printed Name: _____ Title: _____ Date: _____			
Total sales tax calculated by AvaTax		0.00	0.00
Total			\$3,600.00

ADDENDUM #1 TO SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT WITH LUCITY, INC.

This Addendum #1 supplements the Software License and Professional Services Agreement between City of Bloomington Public Works Department and Lucity, Inc. (“Agreement”) entered into April 5, 2019, as follows: for purchase of two (2) additional licenses and support regarding those licenses, as follows:

1. **Section II – Scope of Services** of the Agreement states: “...Any items beyond the basic Scope of Services shall be considered as Additional Services...”
2. **Section V – Fees and Payments** states: ...”The maximum compensation shall not be exceeded without further authorization of Additional Services. The City will purchase two (2) additional licenses as well as support services from Lucity, Inc. The support services shall be pro-rated at the time of purchase to expire with existing support services on June 30, 2020.
3. The Public Works Department requests that the not to exceed amount of the Agreement be increased by Three Thousand, Six Hundred Dollars, resulting in a not to exceed amount of Fifty-Seven Thousand, Eight Hundred Sixty Dollars under the Agreement and this Addendum #1.
4. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed the day and year last written below:

CITY OF BLOOMINGTON

LUCITY, INC.

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

By: _____
Signature

Date: _____

Printed Name and Title

By: _____
Adam Wason, Director
Public Works Department

Date: _____

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

EXHIBIT "A"

Lucity™ Software License Agreement

IMPORTANT – READ CAREFULLY BEFORE INSTALLATION

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

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

RECITALS

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

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

NOW, THEREFORE, Lucity and Licensee agree as follows:

1. DEFINITIONS.

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

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

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

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

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

2. LICENSE GRANT.

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

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

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

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

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

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

3. LICENSE RESTRICTIONS.

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

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

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

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

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

4. PROPRIETARY RIGHTS.

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

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

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

5. DELIVERY.

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

6. FEES AND TAXES.

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

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

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

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

7. WARRANTIES.

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

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

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

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

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

8. INDEMNITY.

(a) Duty to Indemnify and Defend.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"
Lucity™ Software License Agreement

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

9. CONFIDENTIAL INFORMATION.

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

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

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

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

10. MAINTENANCE AND SUPPORT.

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

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

11. LIMITATIONS OF LIABILITY.

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

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

12. TERM AND TERMINATION.

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

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

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

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

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

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

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

13. GENERAL PROVISIONS.

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

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

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

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

EXHIBIT "A"
Lucity™ Software License Agreement

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

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

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

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

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

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EXHIBIT "B"
Schedule of Software

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

LucityAM Named Product (On Premise)	Units		Purchase Cost
	Unit	Cost per Unit	
Work	8	\$2,000	\$ 16,000.00
Assets	4	\$2,000	\$ 8,000.00
TOTAL			\$ 24,000.00
Pro-Rated Constant Connection Program Annual Fee			\$ 1,200.00
<p>• <i>Constant Connection Program is the annual support & maintenance program.</i></p> <p>• <i>Fee is pro-rated to start on 4/1/2019 and set to expire with existing Constant Connection Program term on 6/30/2019</i></p>			

Notes

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

EXHIBIT "C"

Software Support and Maintenance Provisions

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

Constant Connection Program Resources and Services

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

Constant Connection Program Fees and Renewal

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

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

Constant Connection Program Levels of Services

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

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

LucityAM Version Support Policy

Details about version support policy can be found here –

EXHIBIT "C"
Software Support and Maintenance Provisions

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

EXHIBIT "D"

Scope of Implementation Services

IMPLEMENTATION SERVICES

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

KICKOFF & BUSINESS PROCESS REVIEW

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

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

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

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

BUSINESS PROCESS REVIEW & CONFIGURATION

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

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

Participants in the Configuration – Discovery Workshop activities should include:

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

FUNCTIONAL GROUPS

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

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

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

PROGRESS

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

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

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

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

CUSTOM REPORTS

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

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

DATA LOADING

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

INTEGRATION

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

TRAINING

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

ADMINISTRATION

Installation and Maintenance

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

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

Security

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

Configuration

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

Documents

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

Reporting

- Add custom reports

Data Import/Export

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

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

PRODUCTION

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

General

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

Work Management

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

Asset Management

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

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

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

Participants in the Production Training should include:

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

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

COSTS

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

Table 1

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

EXHIBIT "E"
Schedule of Costs and Invoicing

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

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

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

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

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

ARTICLES OF AGREEMENT

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

WITNESSETH:

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

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

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

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

IT IS AGREED THAT:

SECTION I – SOFTWARE LICENSE

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

SECTION II – SCOPE OF SERVICES

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

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

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

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

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

SECTION III – RESPONSIBILITIES OF THE CLIENT

The CLIENT shall provide information and assistance as follows:

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

SECTION IV – SCHEDULE OF SERVICES

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

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

SECTION V – FEES AND PAYMENTS

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

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

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

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

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

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

SECTION VI – OTHER GOVERNMENT/PUBLICLY FUNDED AGENCIES

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

SECTION VII – TERMINATION

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

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

SECTION VIII – INDEMNIFICATION

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

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

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

SECTION IX – GENERAL CONSIDERATIONS

And, finally it is agreed that:

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

SECTION X – SUPPLEMENTARY CONDITIONS

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

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

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

B. Verification of New Employees' Immigration Status

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

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

General.

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

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

The remainder of this page is intentionally left blank.

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the CLIENT and CONTRACTOR, by their authorized representatives, have hereunto subscribed their names this _____ day of 4/5/2019, 2019.

Executed in duplicate with copies to the CLIENT and CONTRACTOR.

LUCITY, INC.

By: DocuSigned by:
Tom Amburgey
B8E69E968DCF467...

Title: GM; Executive - Public Administration

Attest:

By: _____

Title: _____

CITY OF BLOOMINGTON, INDIANA

By: [Signature]
Kyla Cox Deckard

Title: President, Board of Public Works

By: [Signature]
Philippa M. Guthrie

Title: Corporation Counsel

By: [Signature]
Adam Wason

Title: Director, Public Works Department

CITY OF BLOOMINGTON
Controller

Reviewed by: [Signature]
DATE: 3-15-19
FUND/ACCT: 802-17-5471

CITY OF BLOOMINGTON
Legal Department
Reviewed By: [Signature]
DATE: 3.14.19

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

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

Executed in duplicate with copies to the CLIENT and CONTRACTOR.

LUCITY, INC.

CITY OF BLOOMINGTON, INDIANA

By: _____

By: 
Kyla Cox Deckard

Title: _____

Title: President, Board of Public Works

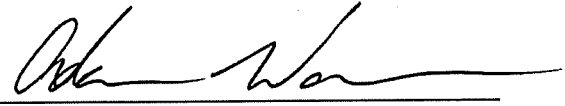
Attest:

By: 
Philippa M. Guthrie

By: _____


Title: Corporation Counsel

Title: _____

By: 
Adam Wason

Title: _____
Director, Public Works Department

CITY OF BLOOMINGTON
Controller

Reviewed by: 
DATE: 3-13-19
FUND/ACCT: 802-17-3470

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 3.14.19

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

AFFIDAVIT REGARDING E-VERIFY

STATE OF Florida)
COUNTY OF Seminole) SS:

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

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

BS.
Signature

Brad Surminsky
Printed Name

STATE OF Florida)
COUNTY OF Seminole) SS:

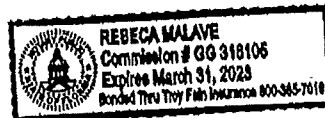
Before me, a Notary Public in and for said County and State, personally appeared Brad Surminsky and acknowledged the execution of the foregoing this 17th day of April, 2019.

Rebecca Malave
Notary Public's Signature

Rebecca Malave
Printed name

My Commission Expires: 3/31/2023

County of Residence: Orange



SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

NON-COLLUSION AFFIDAVIT

STATE OF Florida)
COUNTY OF Seminole) SS:

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 17th day of April, 2019.

Lucity, Inc.
(Name of Organization)

By: [Signature]
Signature

Brad Seminsky (FO)
(Name and Title of Person Signing)

STATE OF Florida)
COUNTY OF Seminole) SS:

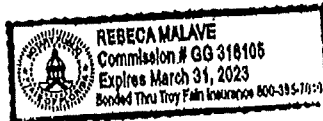
Subscribed and sworn to before me this 17th day of April, 2019.

[Signature]
Notary Public's Signature

Rebeca Malave'
Printed name

My Commission Expires: 3/31/2023

County of Residence: Orange





Board of Public Works Staff Report

Project/Event: Request approval for Allen Dunn Subdivision Final Plat

Staff Representative: Sara Gomez

Petitioner/Representative: Smith Brehob & Associates, Inc./ Todd M. Borgman

Date: 9/3/2019

Report: The Allen Dunn Final Plat was approved through the Plat Committee on 6/10/2019. This plat is a subdivision of an existing platted parcel. There is no dedication of right-of-way and no Public Improvements required. Certification by the Board of Public Works is required for all final plats.

Recommendation: Staff recommends the approval of the Final Plat

Recommend Approval Denial by: Sara Gomez

ALLEN DUNN SUBDIVISION FINAL PLAT



0 15 30
SCALE: 1"=30'

BASIS OF BEARINGS:
INDIANA STATE PLANE, WEST ZONE
VERTICAL DATUM: NAVD 88

SETBACK TABLE

RESIDENTIAL SINGLE-FAMILY (RS):
FRONT - 15' FROM R/W
SIDE - 8', PLUS 4' FOR EACH ADDITIONAL STORY
REAR - 25'

OWNER/SUBDIVIDER

ALLEN W. & SUSAN PETERS DUNN
3727 E. CAMERON AVE.
BLOOMINGTON, IN 47401
812-334-8939
DEED RECORD 311/503
53-08-02-100-005-000-009

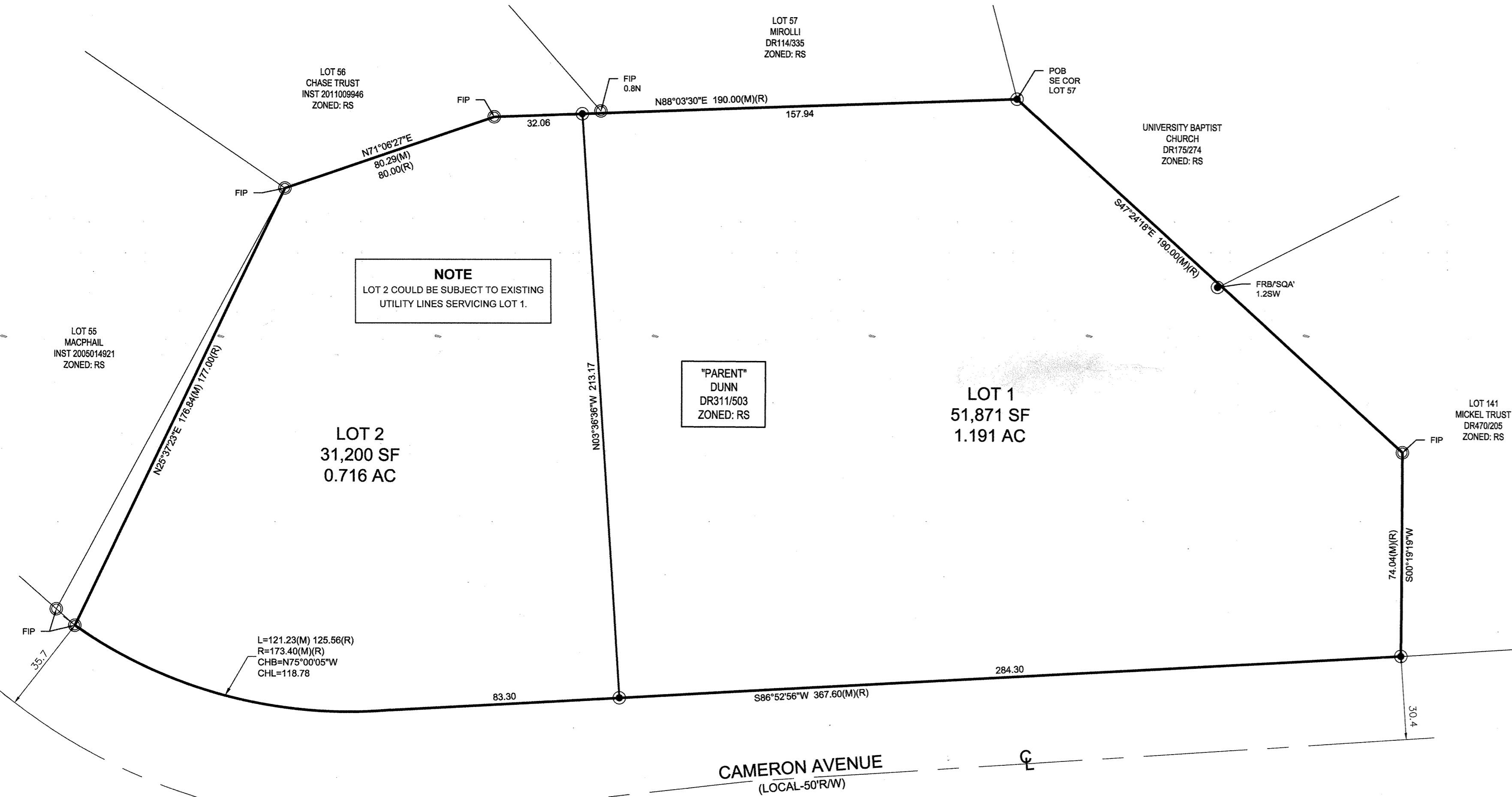
ADDRESS TABLE

LOT 1-3727 E CAMERON AVE BLOOMINGTON, IN 47401
LOT 2- E CAMERON AVE, BLOOMINGTON, IN 47401

LEGEND

⊙ RR SPIKE	M P MEASURED
⊙ STONE	R PLATTED RECORD
⊙ REBAR	FRB FOUND REBAR
⊙ IRON PIPE	SRB SET REBAR
⊙ MAG NAIL	FIP FOUND IRON PIPE
	FRS FOUND RAILROAD SPIKE
	FMBG FOUND MAG NAIL
	SMAG SET MAG NAIL
	BC BUILDING CORNER
	FND FOUND
	PDO POSSIBLE DEED OVERLAP
	POG POSSIBLE DEED GAP
	BG BELOW GRADE
	AG ABOVE GRADE

SANITARY SEWER
WATER LINE
FENCE — X —



NOTE
LOT 2 COULD BE SUBJECT TO EXISTING
UTILITY LINES SERVICING LOT 1.

'PARENT'
DUNN
DR311/503
ZONED: RS

OWNER'S CERTIFICATE

THE UNDERSIGNED, ALLEN W. DUNN & SUSAN PETERS DUNN BEING THE OWNER OF THE ABOVE DESCRIBED REAL ESTATE, DO HEREBY LAYOFF AND PLAT THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THE PLAT AND CERTIFICATE.

THIS PLAT SHALL BE KNOWN AND DESIGNATED AS ALLEN DUNN SUBDIVISION. STREETS AND RIGHTS-OF-WAY ARE TO HEREBY BE DEDICATED TO THE PUBLIC. IN WITNESS WHEREOF, ALLEN W. DUNN & SUSAN PETERS DUNN HAVE EXECUTED THIS INSTRUMENT AND CAUSED HIS NAME TO BE SUBSCRIBED THEREON THIS 2ND DAY OF AUGUST 2019.

Allen W. Dunn
ALLEN W. DUNN
Susan Peters Dunn
SUSAN PETERS DUNN

STATE OF INDIANA)
COUNTY OF Lawrence)SS:
Carol Eads
CAROL EADS
Notary Public, State of Indiana
Lawrence County
My Commission Expires
September 09, 2025

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PERSONALLY APPEARED ALLEN W. DUNN & SUSAN PETERS DUNN ACKNOWLEDGED THE EXECUTION OF THE ABOVE REFERENCED PLAT, AS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 2ND DAY OF August 2019.
MY COMMISSION EXPIRES: September 9, 2025
Carol Eads
Carol Eads

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

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

APPROVED AT BOARD OF PUBLIC WORKS AT A MEETING HELD:

KYLE COX DECKARD, PRESIDENT

BETH HOLLINGSWORTH, MEMBER

DANA PALAZZO, MEMBER

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD:
June 18, 2019
Terrill Porter
TERRILL PORTER, DIRECTOR OF PLANNING AND TRANSPORTATION
Joseph Hoffman
JOSEPH HOFFMAN, PRESIDENT OF PLAN COMMISSION

LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF A TRACT AS HERETOFORE DEEDED TO THE ST THOMAS LUTHERAN CHURCH, SAID POINT BEING 553.00 FEET WEST AND 387.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE AFORESAID NORTHEAST QUARTER SECTION; THENCE SOUTH 85 DEGREES 18 MINUTES WEST 294.20 FEET TO THE SOUTHWEST CORNER OF LOT NUMBER 58, HOOSIER ACRES THIRD ADDITION; THENCE SOUTH 30 DEGREES 30 MINUTES EAST 83.70 FEET TO THE NORTHEAST CORNER OF LOT NUMBER 57, HOOSIER ACRES THIRD ADDITION; THENCE SOUTH 03 DEGREES EAST 220.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT NUMBER 57; SAID CORNER ALSO BEING THE REAL POINT OF BEGINNING; THENCE SOUTH 48 DEGREES 17 MINUTES EAST 190.00 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 23 SECONDS EAST 74.04 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 14 SECONDS WEST 367.60 FEET; THENCE ON THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 125.56 FEET (122.64 FEET MEASURED), SAID CURVE HAVING A RADIUS OF 173.40 FEET; THENCE NORTH 25 DEGREES 55 MINUTES EAST 177.00 FEET; THENCE ON THE SOUTHERLY BOUNDARY OF SAID HOOSIER ACRES THIRD ADDITION, NORTH 89 DEGREES 30 MINUTES EAST FOR 80.00 FEET; THENCE CONTINUING ON SAID BOUNDARY NORTH 88 DEGREES 31 MINUTES EAST 190.00 FEET TO THE REAL POINT OF BEGINNING, CONTAINING 1.91 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 885 IAC 1-12 FOR THE STATE OF INDIANA.

DATED JULY 30, 2019
TMB
TODD M. BORGMAN
REGISTERED LAND SURVEYOR NO. 2120021
STATE OF INDIANA



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

SURVEYOR'S REPORT

JOB NUMBER: 5840
TYPE OF SURVEY: RETRACEMENT AND ORIGINAL SURVEY
CLASS OF SURVEY: SUBURBAN SURVEY (885 IAC 1-12)
FIELD WORK COMPLETED: FEBRUARY 13, 2019
LOCATION OF SURVEY: 3727 CAMERON AVE, BLOOMINGTON, INDIANA

IN ACCORDANCE WITH TITLE 885, ARTICLE 1, CHAPTER 12 (RULE 12) OF THE INDIANA ADMINISTRATIVE CODE (IAC), THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE UNCERTAINTY IN THE POSITION OF THE LINES AND CORNERS ESTABLISHED AND/OR REESTABLISHED ON THIS SURVEY AS A RESULT OF:

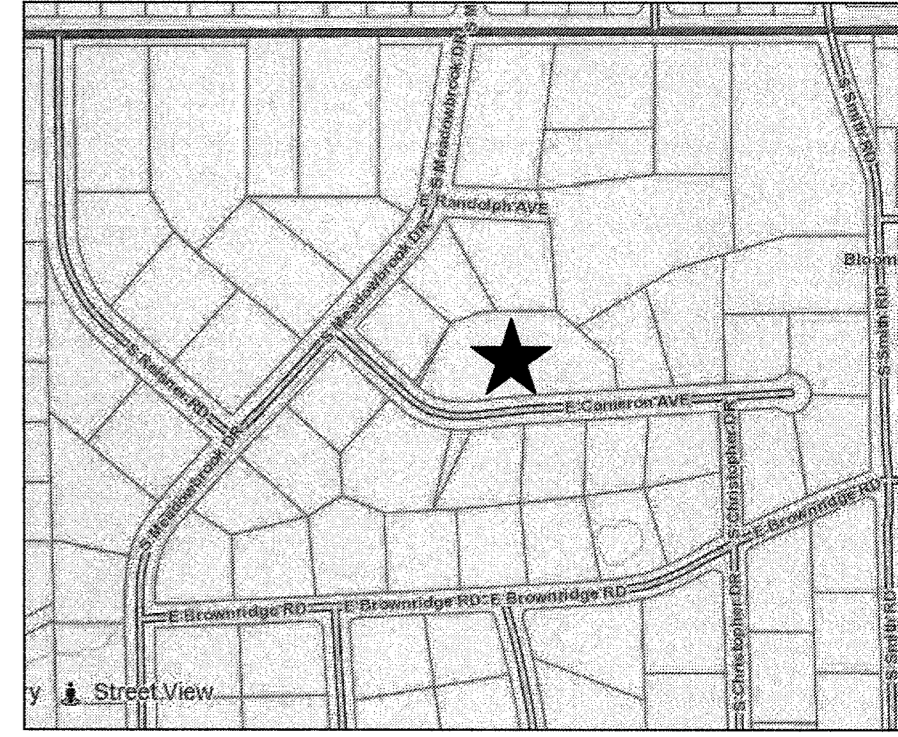
- 1) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS;
- 2) CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S) USED AND/OR THE ADJOINER'S DESCRIPTIONS; AND
- 3) OCCUPATION OR POSSESSION LINES
- 4) MEASUREMENTS (RELATIVE POSITIONAL ACCURACY)

NOTE: THERE MAY EXIST UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES.

- 1) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS
MONUMENTS USED IN PERFORMANCE OF THIS SURVEY ARE LABELED HEREON. UP TO 1.2 FEET OF UNCERTAINTY.
- 2) CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S)
UP TO 4.3 FEET OF UNCERTAINTY IN RECORD VERSUS MEASURED DISTANCE.
- 3) OCCUPATION OR POSSESSION LINES
POSSESSION LINES AT THE TIME OF THE SURVEY ARE LABELED HEREON. UP TO 6.7 FEET OF UNCERTAINTY.
- 4) MEASUREMENTS (RELATIVE POSITIONAL ACCURACY)
SUBURBAN SURVEY (+/- 0.13 FOOT PLUS 100 PARTS PER MILLION) AS DEFINED IN 885 IAC 1-12, EFFECTIVE MAY 4, 2006.

THEORY OF LOCATION
THE FOUND MONUMENTS SHOWN HEREON WERE HELD FOR THEIR RESPECTIVE CORNERS. THE NORTHEAST LINES WERE RUN AT RECORD DISTANCE. THE SOUTHEAST LINE WAS RUN AT RECORD DISTANCE AND ANGLE. THE RECORD RADIUS WAS HELD FOR THE SOUTHWEST CURVE.

- ### GENERAL NOTES
- 1) BASED UPON A SCALED INTERPRETATION OF THE FLOOD INSURANCE RATE MAP (1810501H1D) FOR MONROE COUNTY, INDIANA, DATED DECEMBER 17, 2010, THE SUBJECT PROPERTY IS LOCATED WITHIN (UNSHADED) ZONE X.
 - 2) ALL MONUMENTS FOUND IN PERFORMANCE OF THIS SURVEY WERE FOUND FLUSH WITH THE EXISTING GROUND UNLESS OTHERWISE NOTED, AND THE AGE AND ORIGIN OF SAID FOUND MONUMENTS ARE UNKNOWN UNLESS OTHERWISE NOTED.
 - 3) ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE LABELED.
 - 4) REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS: HOOSIER ACRES 3RD ADDITION; HOOSIER ACRES 7TH ADDITION; PHILIP O. TAPP & COMPANY, INC., JOB 6837



Smith Brehob & Associates, Inc.
453 S. Clarendon Boulevard
Bloomington, Indiana, 47401
P: 812.336.6536
W: <http://smithbrehob.com>
Job: 5840
Date: 7/30/19
Copyright Smith Brehob & Associates, Inc. 06/02/14 All Rights Reserved.

REGISTER OF PAYROLL CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/30/2019	Payroll				410,994.51
					<u>410,994.51</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 410,994.51

Dated this 3rd day of September year of 2019.

Kyla Cox Deckard President **Beth H. Hollingsworth Vice President** **Dana Palazzo Secretary**

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Accept the bid and contract to Remove the structure at 1633 S Pinestone Ct

Petitioner/Representative: Housing and Neighborhood Development

Staff Representative: Michael Arnold

Date: 03 September 2019

Report:

11 July 2017	Sent Order to Repair
24 July 2017	Order upheld by BPW
15 August 2017	Notice by Publication 1
20 December 2017	Notice by Publication 2
04 January 2018	Inspection of Property w/Contractor
11 April 2018	Notified of Sheriff's Sale
23 May 2018	Sent letter to Interested Party
23 October 2018	Taxes paid by owner
26 October 2018	Sent Order to Remove
11 January 2019	Sent amended Order to Remove (BPW date correction)
06 February 2019	Sent information to possible current address
13 April 2019	Notice by Publication #1
14 April 2019	Notice by Publication #2
23 July 2019	Warrant of Entry from the Monroe Courts
31 July 2019	Sent notice to contractors requesting bids
07 August 2019	Site visit with contractors
15 August 2019	Received Bid from Clark Excavating

The deterioration of this property has been ongoing for several years. An Order to Repair was issued. Notice mailed certified, first class and posted on site. Mail was returned and the notice not picked up from the site. Received a Warrant-of-Entry from the Courts and did a walk around of the property with contractor. While verifying ownership, it was determined that the property was sold at tax

sale. Notified the interested party of the Order to Repair and received no response. On hold pending possible ownership transfer. Original owner paid the taxes. The County had no additional mailing information for the owner. Because the contractor bid for removal was less than the bid for repair, the Order was upgraded to an Order to Remove. The Order was mailed certified, first class and posted on site. Mail was returned and notice is still posted. The information regarding the Order to Remove was sent to a possible current address that was located online.

HAND received a Warrant of Entry in order to meet contractors and get bid for the work to remove the structure. Clark Excavating submitted a bid of \$12,500.00. HAND has accepted the bid and is asking for the Board to accept the bid so work can move forward to remove the structure.

Recommend **Approval** **Denial by:**

**AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON HOUSING AND NEIGHBORHOOD
DEVELOPMENT DEPARTMENT
AND
CLARK EXCAVATING AND UNDERGROUND UTILITIES, LLC
FOR
DEMOLITION OF UNSAFE STRUCTURES LOCATED AT 1633 S. PINESTONE COURT**

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Housing and Neighborhood Development, (hereinafter referred to as “City”), and Clark Excavating and Underground Utilities, LLC, a domestic limited liability company duly incorporated in the State of Indiana with its principal place of business located at 6331 S. Harmony Rd., Bloomington, Indiana, 47403, (hereinafter referred to as the “CONTRACTOR”);

WHEREAS, City desires to retain Contractor to demolish and remove all unsafe structures from the real estate located at 1633 S. Pinestone Ct., Bloomington, IN, which said services are more particularly identified in the Scope of Work which is attached hereto, marked as Attachment “A”, and by this reference incorporated herein; and

WHEREAS, Contractor is qualified and willing to perform the work as per its Bid on the Bid Summary sheet; and

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

WHEREAS, Contractor was determined to be the lowest responsible and responsive Bidder for said project.

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

I. TERM & TERMINATION.

- A. This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code § 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 Contractor or general Contractor for this project.
- B. This Agreement shall expire once all terms and conditions of this Agreement are completed, or on November 30, 2019, whichever shall first occur.

II. SERVICES

- A. Contractor shall complete all work required under this Agreement on or before September 30, 2018, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.
- B. Contractor agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified

in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of City of any of its rights herein.

III. COMPENSATION

- A. Upon the submittal of approved claims, City shall compensate Contractor in a lump sum not to exceed **Twelve Thousand and Zero/One-Hundredths (\$12,000.00) Dollars**. City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:
1. Defective work.
 2. Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect City.
 3. Failure of Contractor to make payments due to sub-Contractors, material suppliers or employees.
 4. Damage to City or a third party.
- B. The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.
- C. Contractor shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by City's representatives at reasonable business hours.

IV. RETAINAGE

For contracts in excess of \$100,000, the City requires that retainage be held as set out below.

THIS SECTION INTENTIONALLY LEFT BLANK

V. GENERAL PROVISIONS

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

B. Abandonment, Default and Termination

1. City shall have the right to abandon the work contracted for in this Agreement without penalty. If City abandons the work described herein, Contractor shall deliver to City all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of City. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by Contractor under this Agreement and the work which Contractor was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by City and Contractor. The payment made to Contractor shall be paid as a final payment in full settlement of his services hereunder.
2. If Contractor defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, City may, after seven (7) days' written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative, City, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, Contractor or his surety, shall pay the difference to City.
3. **Default:** If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:
 - a. Failure to begin the work under this Agreement within the time specified.
 - b. Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.
 - c. Unsuitable performance of the work as determined by Utilities Engineer or his representative.
 - d. Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
 - e. Discontinuing the prosecution of the work or any part of it.
 - f. Inability to finance the work adequately.
 - g. If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.
4. City shall send Contractor a written notice of default. If Contractor, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then City shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or City may

use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

5. All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said Contractor. In case the expenses so incurred by City shall be less than the sum which would have been payable under the Contract if it had been completed by said Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, Contractor and his Surety will be liable and shall pay to City the amount of said excess. By taking over the prosecution of the work, City does not forfeit the right to recover damages from Contractor or his Surety for his failure to complete the work in the time specified.
6. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.
7. City agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.
8. If the City has to pursue legal action against the Contractor for breach of any term of this Agreement, Contractor will be liable for all costs of litigation including, but not limited to attorney fees. Any action shall be filed in Monroe County, Indiana.

C. Independent Contractor Status. Both parties agree that for the purpose of this Agreement, Contractor shall be an Independent Contractor and not an employee of City

D. Successors and Assigns. No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by Contractor except with the written consent of City being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve Contractor of any responsibility of the fulfillment of this Agreement.

E. Extent of Agreement: Integration.

1. This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:
 - a. This Agreement and its Attachments.
 - b. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

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

F. Insurance.

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

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

2. Contractor's comprehensive general liability insurance shall also provide coverage for the following:
 - a. Premises and operations;
 - b. Contractual liability insurance as applicable to any hold-harmless agreements;
 - c. Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to City on an annual basis during the aforementioned period;
 - d. Broad form property damage - including completed operations;
 - e. Fellow employee claims under Personal Injury; and
 - f. Independent Contractors.
3. With the prior written approval of City, Contractor may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.
4. Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with City prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by City. The City shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The Contractor shall agree to a waiver of subrogation on its Worker's Compensation policy.

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

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

I. Non-Discrimination.

1. Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment.
2. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against

independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

- 3.** Contractor and sub-Contractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.
- 4.** Contractor certifies for itself and all its sub-Contractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:
 - a.** Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status or any other legally protected classification;
 - b.** The utilization of Minority and Women Business Enterprises. Contractor further certifies that it:
 - i.** Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
 - ii.** Encourages the use of small business, minority-owned business and women-owned business in its operations.
- 5. FURTHER, PURSUANT TO INDIANA CODE § 5-16-6-1, CONTRACTOR AGREES:**
 - a.** That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no Contractor, or sub-Contractor, nor any person acting on behalf of such Contractor or sub-Contractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
 - b.** That no Contractor, sub-Contractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry or any other legally protected classification.
 - c.** That there may be deducted from the amount payable to Contractor, by City, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during

which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

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

J. Workmanship and Quality of Materials.

1. Contractor shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to City of the purchase price of that portion which failed or may result in the forfeiture of Contractor's Performance Bond.
2. OR EQUAL/OR EQUIVALENT: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the Utilities Engineer. The approval by the Utilities Engineer of alternate material or equipment as being equivalent to that specified, shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as Planning and Transportation shall only be substituted or changed by their approval which shall be submitted in writing to the Utilities Engineer.
3. City shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Utilities Director and are not subject to arbitration.

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

L. Amendments/Changes.

1. Except as provided in Paragraph V.L.2, this Agreement may be amended only by written instrument signed by both City and Contractor.

2. Without invalidating the Agreement and without notice to any surety, City may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, Contractor shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.
3. If Contractor believes that any direction of City under paragraph V.L.2, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with City no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.
4. Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as Contractor and City may otherwise agree in writing.

M. Performance Bond and Payment Bond.

1. For contracts in excess of \$100,000, Contractor shall provide City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.
2. Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor Performance Bond.
3. If the surety on any bond furnished by Contractor becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code § 27-9 et seq. or its right to do business in the State of Indiana is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to City.

N. Payment of Sub-Contractors. Contractor shall pay all sub-Contractors, laborers, material suppliers and those performing services to Contractor on the project under this Agreement. City may, as a condition precedent to any payment hereunder, require Contractor to submit satisfactory evidence of payments of any and all claims of sub-Contractors, laborers, material suppliers, and those furnishing services to Contractor. Upon receipt of a lawful claim, City shall withhold money due to Contractor in a sufficient amount to pay the sub-Contractors, laborers, material suppliers, and those furnishing services to Contractor.

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

TO CITY:	TO CONTRACTOR:
HAND	Clark Excavating and Underground Utilities, LLC
Attn: Dan Niederman	Attn: Joel Clark
401 N. Morton St., Suite 130	6331 S. Harmony Rd.
Bloomington, IN 47402	Bloomington, IN 47403

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

Q. Notice to Proceed. Contractor shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within five (5) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the five (5) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

R. Steel or Foundry Products.

1. To comply with Indiana Code § 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should City feel that the cost of domestic steel or foundry products is unreasonable; City will notify Contractor in writing of this fact.
2. Domestic Steel products are defined as "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."
3. Domestic Foundry products are defined as "Products cast from ferrous and nonferrous metals by foundries in the United States."
4. The United States is defined to include all territory subject to the jurisdiction of the United States.
5. City may not authorize or make any payment to Contractor unless City is satisfied that Contractor has fully complied with this provision.

S. Verification of Employees' Immigration Status

1. Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as **Attachment "B"**, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S.

ATTACHMENT "A"

"SCOPE OF WORK"

Per Bid Submitted by Contractor which is attached hereto and incorporated herein which shall include all Demolition Work including All Tree, Shrub, Foliage Trim and Removal as needed.

Contractor shall take all necessary and appropriate steps to safely, efficiently and completely demolish the unsafe structures so designated by the City and to trim and/or remove any and all tree, shrub and foliage on the property so designated by the City at the real property located at 1633 S. Pinestone Ct., Bloomington, IN, as follows:

General Requirements

The contractor shall apply and pay for all necessary permits from the Monroe County Building Department and forward copies of the permits to the Program Manager at H.A.N.D. Permits may include but are not limited to Plumbing, Electric, HVAC, and Demolition. **Contractor must comply with all laws and regulations regarding the removal and abatement of lead and asbestos.**

Site Work

Grading: **A grading permit from the City Engineering Department may be required.** Regrade the property to a smooth grade. Provide clean fill dirt as needed. Apply white clover seed and straw. Trees: Contractor shall remove trim and/or remove trees and brush along the road only as necessary to complete the scope of work and to remove any and all trees, bushes or other flora so designated by the City to along the road and by street signage to eliminate site line obstructions and traffic instruction for the travelling public.

Demolition and Disposal of Structures

Remove the structures, including block walls slabs and footings. Dispose of all debris from property to code legal dump or transfer station. Back fill using clean fill material. **Provide a receipt of disposal to the H.A.N.D. Program Manager.**

Utility Removal

Properly disconnect all utility laterals and terminate the lines. Contact utility companies as necessary for proper termination.

Secure Site

Site shall be secured during non-working hours to prevent any and all unauthorized entry

1633 S Pinestone Ct – 07 August 2019









1633 S Pinestone Ct – 08 January 2019







Board of Public Works Staff Report

Project/Event: Harmony School Extravaganza

Petitioner/Representative: Harmony School

Staff Representative: Sean Starowitz

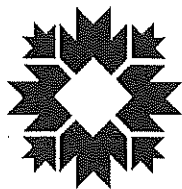
Meeting Date: September 3, 2019

Harmony School wishes to hold their Harmony School 45th Birthday Celebration from noon to 4:00 p.m. on October 5, 2019. They will use amplified sound, and a noise waiver has been included in the Resolution. This year they will be combining their event with the Elm Heights Neighborhood Association, and celebrate Harmony School's 45th birthday. They request a temporary closure of E. Hunter Street from the alley east of Woodlawn down to S. Hawthorne Drive from 9:30 a.m. until 6:00 p.m. so their event can expand into the street. They will have kid-friendly carnival games, live entertainment, local vendors, food vendors, inflatables, and an obstacle course.

This event is open to the public.

Staff supports this event.

Recommendation: Approval by Sean Starowitz



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Tonya Walden		
Contact Phone:	812-334-8349	Mobile Phone:	765-318-2185
Title/Position:	Development Coordinator		
Organization:	Harmony School		
Address:	909 E. 2nd St.		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	twalden@harmonyschool.org		
Organization E-Mail and URL:	extravaganza@harmonyschool.org		
Org Phone No:	812-334-8349	Fax No:	812-333-3435

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

Organization Name:	Elm Heights Neighborhood Association		
Address:	701 S. Ballantine		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	jon.fiedler@gmail.com		
Phone Number:		Mobile Phone:	812-606-1226
Organization Name:	Rasta Pops		
Address:	812 S Henderson St.		
City, State, Zip:	Bloomington, IN 47401		
E-Mail Address:	rastapops@rastapops.com		
Phone Number:	(812) 219-6611	Mobile Phone:	
Organization Name:	Monroe County Humane Association		
Address:			
City, State, Zip:			
E-Mail Address:	dhephner@monroehumane.org		
Phone Number:	812-333-6242 Ext 102	Mobile Phone:	

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

Organization Name:	Girl Scouts of Central Indiana		
Address:			
City, State, Zip:			
Contact E-Mail Address:	ldahncke@girlscoutsindiana.org		
Phone Number:	3179246014	Mobile Phone:	
Organization Name:	Wheeler Mission		
Address:			
City, State, Zip:			
E-Mail Address:	josierice@wheelermission.org		
Phone Number:	3177523824	Mobile Phone:	
Organization Name:	Scaly Tailz Reptile & Amphibian Education & Rescue, Inc.		
Address:			
City, State, Zip:			
E-Mail Address:	ScalyTailz@gmail.com		
Phone Number:	8125581937	Mobile Phone:	
Organization Name:	Monroe County CASA		
Address:	201 N Morton St		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	amber.shride@monroecountycasa.org		
Phone Number:	8123332272	Mobile Phone:	
Organization Name:	The Goat Conspiracy		
Address:	6022 Kent Rd		
City, State, Zip:	Bloomington, IN 47401		
E-Mail Address:	goatconspiracy@gmail.com		
Phone Number:	812-988-6241	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	October 5, 2019	
Time of Event:	Date: 10/05/2019 Start: 12:00 PM	Date: 10/5/19 End: 4:00 PM
Setup/Teardown time Needed	Date: 10/05/2019 Start: 9:30 AM	Date: 10/5/19 End: 6:00 PM
Calendar Day of Week:	Saturday	
Description of Event:	<p>We are celebrating Harmony School's 45th Birthday during our 38th Annual Extravaganza. This year, we want to make our school carnival bigger than ever by having a neighborhood block party and partnering with the Elm Heights Neighborhood Association. We will have kid-friendly carnival games, live entertainment, local vendors and non-profit organizations, etc. We will also have food, an inflatable bounce house and obstacle course, and a silent auction. The majority of activities will take place on Harmony's property, but we are requesting to close a small portion of Hunter Street to extend the activities.</p>	
Expected Number of Participants:	300	Expected # of vehicles (Use of Parking Spaces to close): ~17 Parking Spaces

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

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

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

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

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

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

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

8.

CHECKLIST

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

For City Of Bloomington Use Only

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

Waste and Recycling Management Plan

Event name: **Harmony's 45th Birthday Extravaganza**

Number of expected attendees: **300**

Number of food vendors: **3-4**

Number of other vendors: **10** (estimated)

Designated waste and recycling manager: TBD. Tonya Walden will appoint someone prior to the event.

Event map: See attached Site Map

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.*

Expected waste from the event will mainly be from food: plates, napkins, cotton candy sticks, etc. Our waste and recycling manager will coordinate emptying of full containers or as needed.

Type of waste Collection plan

Containers	Waste & Recycling
Mixed Recycling	Recycling Can (6 each)
Waste	Trash Can (6 each)

Collection and hauling system:

Waste and Recycling containers will be located throughout the event, but heavily available around food and seating areas. The location of the containers will be clearly marked on a site map that set-up staff and volunteers will be given. All trash from the event will be placed in Harmony's dumpster, and all recycling will go to Harmony's recycling shed. Harmony's trash and recycling service is through Rumpke Trash and Recycling. Shift volunteers will look after trash and recycling stations to ensure the correct materials go into the correct containers.

Vendor and volunteer education and training:

Our volunteers and vendors will be informed of our waste management and recycling plans before the event through email communications and a volunteer meeting.

Materials and supplies:

We will have at least six trash cans and at least six recycling cans (clearly marked as such.). Our trash cans are light brown and our recycling cans are royal blue with white lids and marked clearly as recycling containers. We will have large trash bags for all of the cans.

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.*

Tonya Walden is the overall event coordinator and will designate a waste and recycling manager, as well as volunteers. At this time, it is TBD, but we always have plenty of help for the Extravaganza from Harmony families, neighbors, and IU students.

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 Harmony School's 45th Birthday Extravaganza.

The Board of Public Works meeting to hear this request will be September 3, 2019. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30p.m.

The proposal for Harmony's 45th Birthday Extravaganza will be on file and may be examined in the Public Works office on the Friday (8/30/19) prior to the Tuesday (9/3/19) meeting.

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

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

PETITIONER: Harmony School and Elm Heights Neighborhood Association
DATE: August 1, 2019



HARMO-2

OP ID: MK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2019

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

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


PRODUCER Parker Group P.O. Box 575 2222 W. 8th Street Bedford, IN 47421 Paul A. Pittman	812-275-5921		CONTACT NAME: Paul A. Pittman PHONE (A/C, No, Ext): 812-275-5921 FAX (A/C, No): 812-279-2768 E-MAIL ADDRESS:
			INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Harmony School Corporation Steve Bonchek P O BOX 1787 Bloomington, IN 47402-1787			NAIC # 12572

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			S2197618	12/16/2018	12/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000
A	<input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S2197618	12/16/2018	12/16/2019	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2197618	12/16/2018	12/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEO RETENTION \$			S2197618	12/16/2018	12/16/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC9026108	12/16/2018	12/16/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER City of Bloomington 401 N Morton Street Ste. 130 PO Box 100 Bloomington, IN 47404	CITY BL3 CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

E. Hunter Closed
East of Alley
Alley East of Woodlawn Ave.

E. Hunter Ave. Closed
West of S. Hawthorne Dr.

Faculty Ave. Road Closed
North of E. Hunter Ave.



Food Trucks (2-5)
Firetruck (pending)

Vendors &
Sidewalk Chalk

Yoga, Bubbles, Hoola Hoops,
Corn Hole, Face Paint, Nail
Polish, Color Hair Spray

Live
Entertainment

Rasta
Pops

Food

Silent
Auction

Tickets
Merch. \$

Scaly
Tailz

Goat
Conspiracy

Cake
Walk

Inflatable
Obstacle
Course

Fun
House

Haunted
House
(basement)

G
A
M
E
S

Key



Trash & Recycle



Dumpster



Recycle Receptacles

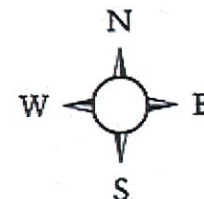
— Access for Waste Haulers



Vehicle Barricades



Type 3 Barricades



**BOARD OF PUBLIC WORKS
RESOLUTION 2019-87**

HARMONY SCHOOL 45th BIRTHDAY CELEBRATION BLOCK PARTY

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

WHEREAS, Harmony School desires to use and has requested that the Board temporarily close a portion of East Hunter from the alley west of Woodlawn to S. Hawthorne Drive to traffic from 9:30 a.m. on Saturday, October 5, 2019 to 6:00 p.m. on Saturday, October 5, 2019, so that Harmony in partnership with the Elm Heights Neighborhood Association can have control over the streets for the purposes of a 45th Birthday Celebration of Harmony School; and

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

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

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works declares that E. Hunter Street from the alley west of Woodlawn to South Hawthorne be temporarily be closed to traffic 9:30 a.m. until 6:00 p.m. on Saturday, October 5, 2019.
3. The street closures outlined above are for the purposes of allowing Harmony School to host a 45th Birthday Celebration Block Party and provide a high quality event that is mutually beneficial to the community on Saturday, October 5, 2019.
4. Harmony School shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Harmony School shall obtain, and place at Harmony'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 for protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Harmony School agrees to close the streets not before 9:30 a.m. on Saturday, October 5, 2019 and to remove barricades and signage by 6:00 a.m. on Saturday, October 5, 2019.
5. Harmony School, 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.
6. Harmony School, will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any "No Parking" signs posted as part

RESOLUTION 2019-87

of the event. Cleanup shall be completed by 6:00 p.m. on Saturday, October 5, 2019.

7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. Harmony School, shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
9. In consideration for the use of the City's property and to the fullest extent permitted by law, Harmony School, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. That _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 3rd DAY OF SEPTEMBER, 2019.

BOARD OF PUBLIC WORKS:

HARMONY SCHOOL

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name, Title

Dana Palazzo, Secretary

Date

Date



Board of Public Works Staff Report

Project/Event: Request of an Encroachment Agreement for a new Fence at 1615 W 7th St

Staff Representative: Sara Gomez

Petitioner/Representative: Owner/Catherine A. Brown

Date: September 3, 2019

Report: The owner of the residence at 1615 W 7th St proposes the construction of a fence in the right of way in the alley between the two properties she owns. The fence would cross the 15 foot wide platted alley on the east and west edge of the properties.

The right of way is an unimproved alley that appears to be impassable in its current state. There are no underground utilities in the alley that would need access.

Recommendation and Supporting Justification: The proposed fence doesn't block any line of sight or pedestrian walkways. Staff finds the request to be acceptable and recommends approval of the resolution.

Recommend **Approval** **Denial** by Sara Gomez

**BOARD OF PUBLIC WORKS
RESOLUTION 2019-88**

Fence Encroachment at 1615 W 7th Street

WHEREAS, the Catherine A. Brown (hereinafter “Owner”) owns the real property at 1615 W 7th St, which real estate is more particularly described in a deed recorded as Instrument Number 2019010034 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 does not prohibit pedestrian traffic along the right of way; and

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

NOW, THEREFORE, BE IT RESOLVED:

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

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

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

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

3. Owner agrees to maintain the described encroachments and to keep them safe and attractive.

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

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

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

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

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

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

10. By executing this Resolution, Catherine A. Brown, as the Real Estate Owner, 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**

**CATHERINE A. BROWN,
OWNER**

By: _____
Kyla Cox Deckard, President

By: _____
Catherine A. Brown, Owner

By: _____
Beth H. Hollingsworth, Vice President

Date: _____

By: _____
Dana Palazzo, Secretary

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

STATE OF INDIANA)
)
COUNTY OF _____) SS:

Before me, a Notary Public in and for said County and State, personally appeared Catherine A. Brown, 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

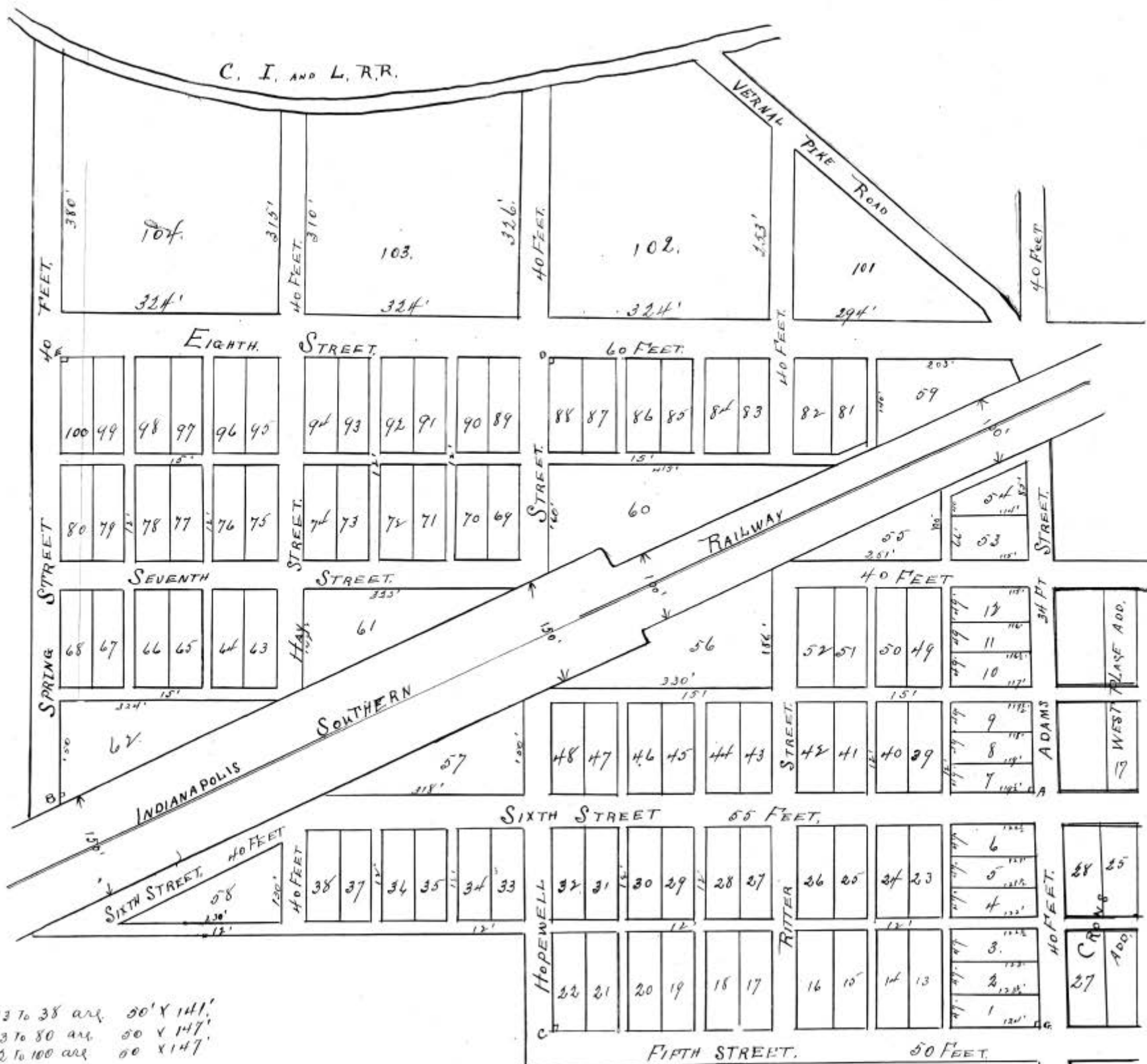
Resident of _____ County

Printed Name

Commission #: _____

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.



13 to 38 are 50' x 141'
 # 63 to 80 are 50' x 147'
 # 82 to 100 are 50' x 147'

S

E



W 7TH ST

1405

1405

1617

1615

1613

1605

15 Ft of fence

15 ft of fence

15 ft plated alley

Exhibit 'A'





Board of Public Works Staff Report

Project/Event: Request from Crider and Crider for temporary road closures on Old N State Rd 37 between N Walnut St and Gourley Pike

Staff Representative: Sara Gomez

Petitioner/Representative: Crider & Crider/Bill Williams

Date: September 3rd, 2019

Report: Crider and Crider is requesting a new time frame for the second phase of the temporary road closure on Old N State Rd 37 between Club House Dr and Gourley Pike. The request is to facilitate sanitary sewer infrastructure updates that will serve the new IU Health Bloomington Hospital. The extension request dates from July 3rd for the second phase were July 10th, 2019 to September 11th, 2019. The work has been delayed due to design issues with the sanitary sewer and inclement weather. The extension request is for the second phase of the closure between Clubhouse Dr. and Gourley Pike to continue until October 15th, 2019.

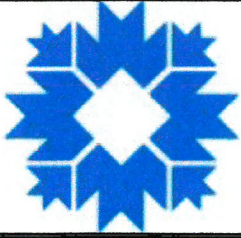
Crider and Crider is also requesting another closure north of Club House Dr. to complete final repairs on that section of road. The closure would begin October 16th, 2019 and end October 31st, 2019.

Crider and Crider has supplied maintenance of traffic plans for all work. They have also coordinated with IMI regarding access to their property, MCCSC regarding their bus routes and the Park Department regarding access to the park facilities (ball fields, playground and shelter houses).

Recommendation and Supporting Justification: Staff has reviewed the request for new dates and recommends granting permission to Crider and Crider for the temporary road closures on Old N State Rd 37.

Recommend **Approval** **Denial by**

Sara Gomez



City of Bloomington
Public Works Department

401 N Morton Street, Suite 120
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3410
Fax: (812) 349-3520
Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: Old 37 North Gourley Pike Walnut Street
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

- Complete Street Closure One Traffic Lane 2 or more Traffic Lanes Alley
 Sidewalk/Multiuse Path/Trail Bike Lane Parking Lane

- Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
To be completed in 2 Phases; Phase 1 = Gourley Pk to Club House Dr from 9/11/2019 to 10/15/2019;
 Other: _____ Phase 2 = Club House Dr to Walnut St from 10/15/2019 to 10/31/2019, all weather permitting

Date(s) of Closure: From 9/11/2019 To 10/31/2019
> 2 weeks? Yes No

Start Time: 7:00 a.m. / ~~xxx~~

End Time: 5:00 ~~xxx~~ / p.m.

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

Applicant Information:

Name or Organization: Crider & Crider, Inc.

Contact Person (Printed Name): Bill Williams

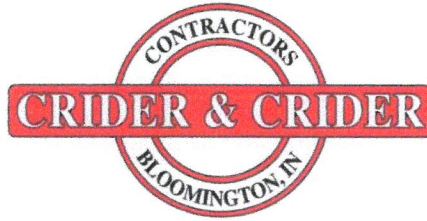
Contact Email: bwilliams@criderandcrider.com Contact Phone No.: (812) 336-4452

Signature: *Bill Williams* Date: August 28, 2019

For Administration Use Only

Approved By: _____ BPW Staff Director Date: _____

Staff Representative: *Sarah Horney* Phone#: 812-349-3576 Date: 8/28/2019



August 27, 2019

Via Electronic Delivery

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

RE: Old 37 North; Request for Revision to Closure Dates

Dear Board Members:

As you are aware, Indiana University Health / Bloomington Hospital and City of Bloomington Utilities are improving the sanitary sewer in various locations near the new hospital site. The overall project limits for these improvements begin on East 10th Street and end west of Walnut Street, near Cascades Park. Crider & Crider, Inc. has been hired to provide these improvements.

Previously, this Board had granted approvals for Crider & Crider, Inc., to temporarily close two segments of Old 37 North. The first temporary closure phase, between Club House Drive and Walnut Street is currently opened to traffic. We are currently requesting the following closure modifications for this area;

- 1) We are requesting the closure date be modified for the segment of Old 37 North, second temporary closure phase of the project, from Gourley Pike to Club House Drive, be extended from September 11th to October 15th. We are currently working in this area now.
- 2) Once the second temporary closure phase of the project is completed, we are also requesting to again close the north end of Old 37 North, from Club House Drive to Walnut Street, from October 16th through October 31st in order to complete the necessary road repaving repairs.

Crider & Crider, Inc. will continue to coordinate all activities with the City of Bloomington and City of Bloomington Utilities, City of Bloomington Parks and Recreation Department, law enforcement and transit providers to assure the closure information is well communicated. All work will be in accordance with the Maintenance of Traffic Plan submitted for this project.

Therefore, Crider & Crider, Inc. respectfully requests that the Board of Public Works approves the closures described above from September 11, 2019 through October 31, 2019, weather permitting.

Sincerely,

Bill Williams, Project Manager
Crider & Crider, Inc.

BW/me
1900 Liberty Drive, Bloomington, IN 47401

Phone 812.336.4452 Facsimile 812.333.1434

www.cridrandcrider.com



Sara Gomez <gomezs@bloomington.in.gov>

REVISED Upcoming Road Closure Dates

bwilliams@criderandcrider.com <bwilliams@criderandcrider.com> Wed, Aug 28, 2019 at 12:55 PM
To: moorja@bloomington.in.gov, kerrr@bloomington.in.gov, snyderb@bloomington.in.gov, police-dispatch@bloomington.in.gov, police@bloomington.in.gov, " " <noliver@mccsc.edu>, elvende@mccsc.edu, mccscbus@mccsc.edu, " " <cciolli@mccsc.edu>, mcornman@ellettsville.in.us, cclark@iuhealth.org, aholland1@iuhealth.org, jbarker4@iuhealth.org, IUBUS@indiana.edu, " " <atenro@bloomington.in.gov>, planning@bloomington.in.gov, " " <backlerd@bloomington.in.gov>, smithc@bloomington.in.gov, workmand@bloomington.in.gov, clarkmi@bloomingtontransit.com, customer@bloomingtontransit.com, mcclurej@bloomingtontransit.com, cdurnil@isp.in.gov, " " <jdurnil@ellettsvillepolice.com>, | <ecclese@bloomington.in.gov>, " " <washelja@bloomington.in.gov>, Highway Department Showers Building <highwaydeptshowers@co.monroe.in.us>, " " <gomezs@bloomington.in.gov>, " " greg.pedro@irvmat.com <pedenp@bloomington.in.gov>, " " <bbredeweg@criderandcrider.com>, E Rollins <erollins@heraldt.com>, HT for Advertising <publicnotices@heraldt.com>, HT for Government <government@heraldt.com>, " " <kchristian@heraldt.com>, Laura Haley <haley1@bloomington.in.gov>, " " <mreschke@heraldt.com>, <sheila@whcc105.com>

As you are aware, Crider & Crider, Inc. is currently working on the construction of a sewer line along the north side of the State Road 45 / 46 Bypass and near Lower Cascades. We have revised our closure schedules for the following locations and will be requesting approval from the City of Bloomington's Board of Public Works on Tuesday, September 3, 2019, at their 5:30 pm meeting. The locations and dates of the closures/restrictions are as follows, pending Board approval;

1. Old 37 North, south of Club House Drive (near IMI's entrance, at south end of park) – will be closed to traffic through October 15, 2019 (currently closed).
2. Old 37 North, north of Club House Drive (near ball field) – will be closed to traffic on or after October 15, 2019 thru October 31, 2019.
3. SR 46 at Walnut Street – westbound traffic, right turn lane, is closed to traffic through September, 2019.

All dates are subject to weather conditions allowing work to be conducted.

If you have any questions I may address before that time, please feel free to contact me at your convenience.

Thank you.

Bill Williams. Project Manager

Crider and Crider, Inc.

1900 S. Liberty Drive

Bloomington, IN 47403

Phone: (812) 336-4452

Cell: (812) 345-7994

e-mail: bwilliams@criderandcrider.com.

web: www.criderandcrider.com

IU Health
Bloomington
Hospital



Offsite
Sanitary
Sewer
Improvements

Maintenance
of Traffic
Plan

Submitted by
Crider & Crider, Inc.
January 18, 2019
Rev. 8/28/2019

IUHBH/ Offsite Sanitary Sewer Improvements

Phase 1

Final Repairs

Begin: 10/15/19

End: 10/31/19

Phase 2

End: 10/15/19



Notes:

- 1) Project area will be signed in accordance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD).
- 2) Signs will be inspected regularly and maintained.
- 3) The schedule is approximate and is subject to change. The City of Bloomington will be notified of any changes to the schedule.

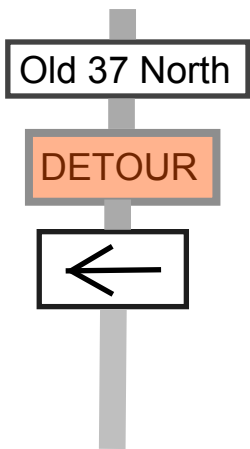
IUHBH/ Offsite Sanitary Sewer Improvements Signing & Detour Phase 1

Sign Legend

- 1 Detour w/ Arrow (straight)
- 2 Detour w/ Arrow (left)
- 3 Detour w/ Arrow (right)
- 4 Road Closed Ahead
- 5 Detour Ahead
- 6 Road Closed
- 7 Road Closed to Thru Traffic
- 8 Barricade, Type III
- 9 End Detour



Detour Sign Assembly



(Typical)




Notes:

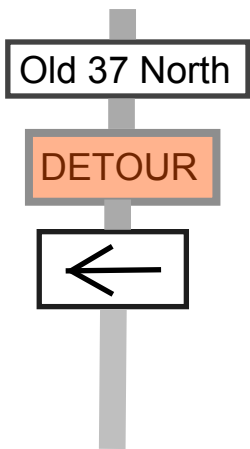
- 1) Detour signs will be utilized and coordinated with the various phases of the closures for the project.
- 2) Project area will be signed in accordance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD).
- 3) Signs will be inspected regularly and maintained.

IUHBH/ Offsite Sanitary Sewer Improvements Signing & Detour Phase 2

Sign Legend

- 1 Detour w/ Arrow (straight)
- 2 Detour w/ Arrow (left)
- 3 Detour w/ Arrow (right)
- 4 Road Closed Ahead
- 5 Detour Ahead
- 6 Road Closed
- 7 Road Closed to Thru Traffic
- 8 Barricade, Type III 
- 9 End Detour

Detour Sign Assembly



(Typical)



Notes:

- 1) Detour signs will be utilized and coordinated with the various phases of the closures for the project.
- 2) Project area will be signed in accordance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD).
- 3) Signs will be inspected regularly and maintained.



Board of Public Works Staff Report

Project/Event: Approve Change Order #1 for the Mitchell Street Sidewalk Project.

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Russell White

Date: 09/03/2019

Report: A swale running east along the southern edge of Maxwell Street allows storm water to travel just off the edge of pavement traveling just behind the new storm inlet. The installation of this additional pipe and pipe end will collect storm water from the swale allowing it to travel into the new storm structure installed as part of this project. The storm outlet at the southern end of the project was extended to allow water to flow into an existing swale instead of traveling through a resident's yard.

This change order is a result of unforeseen site conditions and is in compliance with Projects standards and specifications. Staff has reviewed the documentation and recommends that the Board approves change order #1 for The Mitchell Street Sidewalk Project.



Recommend **Approval** **Denial** by Russell White

Board of Public Works
Staff Report

Board of Public Works
Staff Report



Board of Public Works Claim Register

Invoice Date Range 08/26/19 - 09/06/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	Invoice Date	Payment Date	Invoice Amount	
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 43430 - Animal Adoption Fees										
Michaela Bennett	REFUND-BENNETTM	01-refund adoption fee	Paid by Check #		08/27/2019	08/27/2019	##	09/06/2019	75.00	
Elizabeth Stephenson	REFUND-STEPHENSO	01-refund adoption fee	Paid by Check #		08/27/2019	08/27/2019	##	09/06/2019	75.00	
								Account 43430 - Animal Adoption Fees Totals	Invoice 2	\$150.00
Account 52110 - Office Supplies										
6530 - Office Depot, INC	358322629001	01-clipboards-30	Paid by EFT #		08/27/2019	08/27/2019	##	09/06/2019	15.90	
								Account 52110 - Office Supplies Totals	Invoice 1	\$15.90
Account 52210 - Institutional Supplies										
4623 - Bayer Corporation	6007725272	01-antibiotics-Baytril Inj Sol. 2.27% ML-8/9/19	Paid by EFT #		08/27/2019	08/27/2019	##	09/06/2019	35.24	
4045 - Datamars, INC	567006	01-microchips-450-8/5/19	Paid by EFT #		08/27/2019	08/27/2019	##	09/06/2019	2,533.03	
313 - Fastenal Company	INBLM214100	01-dust pan-8/15/19	Paid by EFT #		08/27/2019	08/27/2019	##	09/06/2019	11.00	
4586 - Hill's Pet Nutrition Sales, INC	233666379	01-kitten/feline food-8/9/19	Paid by EFT #		08/27/2019	08/27/2019	##	09/06/2019	554.40	
9269 - HP Products Corporation	I4475003	01-dishwasher de-lime	Paid by EFT #		08/27/2019	08/27/2019	##	09/06/2019	47.01	
4633 - Midwest Veterinary Supply, INC	11018795-050	01-sedative-Vetaket 100mg/ml 10 ml-8/2/19	Paid by EFT #		08/27/2019	08/27/2019	##	09/06/2019	68.50	
4633 - Midwest Veterinary Supply, INC	11018795-000	01-ID bands, disinfectant wipes, trigger sprayer-	Paid by EFT #		08/27/2019	08/27/2019	##	09/06/2019	69.89	
4633 - Midwest Veterinary Supply, INC	11095083-000	01-antibiotics, anti-parasitics-8/20/19	Paid by EFT #		08/27/2019	08/27/2019	##	09/06/2019	285.37	
4633 - Midwest Veterinary Supply, INC	10955720-002	01-feeding tubes-8/7/19	Paid by EFT #		08/27/2019	08/27/2019	##	09/06/2019	20.98	
4633 - Midwest Veterinary Supply, INC	11063462-000	01-antibiotics-Enalapril tabs, Ofloxacin,	Paid by EFT #		08/27/2019	08/27/2019	##	09/06/2019	324.11	
4633 - Midwest Veterinary Supply, INC	11063462-050	01-paper bowls-8/13/19	Paid by EFT #		08/27/2019	08/27/2019	##	09/06/2019	94.88	
4633 - Midwest Veterinary Supply, INC	11050126-050	01-anti nausea meds-Metoclopramide INJ-	Paid by EFT #		08/27/2019	08/27/2019	##	09/06/2019	13.30	
4633 - Midwest Veterinary Supply, INC	11050126-100	01-steroids, needles-8/9/19	Paid by EFT #		08/27/2019	08/27/2019	##	09/06/2019	56.48	
4633 - Midwest Veterinary Supply, INC	11050126-150	01-vinyl exam gloves (L), hay-8/9/19	Paid by EFT #		08/27/2019	08/27/2019	##	09/06/2019	129.57	



Board of Public Works Claim Register

Invoice Date Range 08/26/19 - 09/06/19

4633 - Midwest Veterinary Supply, INC	11018795-001	01-ID bands-8/14/19	Paid by EFT # 30870	08/27/2019	08/27/2019	##	09/06/2019	41.54
4137 - Patterson Veterinary Supply, INC	3000372761	01-antibiotics-8/13/19	Paid by EFT # 30889	08/27/2019	08/27/2019	##	09/06/2019	12.28
4137 - Patterson Veterinary Supply, INC	3000487132	01-milk replacer, antibiotics, sanitizer-	Paid by EFT # 30889	08/27/2019	08/27/2019	##	09/06/2019	161.54
5819 - Synchrony Bank	436798446583	01-Automatic dishwashing liquid	Paid by EFT # 30932	08/27/2019	08/27/2019	##	09/06/2019	63.19
Account 52210 - Institutional Supplies Totals							Invoice 18	<u>\$4,522.31</u>
Account 52310 - Building Materials and Supplies								
53005 - Menards, INC	31510	01-Tank Sprayer,	Paid by Check # 70296	08/27/2019	08/27/2019	##	09/06/2019	359.42
53005 - Menards, INC	31665	Masking Tape, Banded 19-ACC-all purpose tub 26x20x6/concrete mortar-	Paid by Check # 70296	08/27/2019	08/27/2019	##	09/06/2019	19.54
Account 52310 - Building Materials and Supplies Totals							Invoice 2	<u>\$378.96</u>
Account 52340 - Other Repairs and Maintenance								
53005 - Menards, INC	31117	01-part for push cart repair-casters, nuts,	Paid by Check # 70296	08/27/2019	08/27/2019	##	09/06/2019	53.90
Account 52340 - Other Repairs and Maintenance Totals							Invoice 1	<u>\$53.90</u>
Account 52430 - Uniforms and Tools								
5819 - Synchrony Bank	653544547369	01-belt clip for OtterBox phone case for ACO	Paid by EFT # 30932	08/27/2019	08/27/2019	##	09/06/2019	13.95
Account 52430 - Uniforms and Tools Totals							Invoice 1	<u>\$13.95</u>
Account 53130 - Medical								
3376 - Bloomington Pets Alive, INC	1807368	01-spay/neuter surgeries- 8/1-8/15/19	Paid by EFT # 30774	08/27/2019	08/27/2019	##	09/06/2019	4,641.00
Account 53130 - Medical Totals							Invoice 1	<u>\$4,641.00</u>
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	PWDIVX0819201 9	02-PW Divisions cell phone charges 7/12-	Paid by Check # 70275	08/26/2019	08/26/2019	##	08/26/2019	218.76
Account 53210 - Telephone Totals							Invoice 1	<u>\$218.76</u>
Account 53220 - Postage								
4487 - PMB East, INC (PakMail)	24072	01-BOH shipping-8/15/19	Paid by Check # 70300	08/27/2019	08/27/2019	##	09/06/2019	49.74
4487 - PMB East, INC (PakMail)	24145	01-BOH shipping-8/22/19	Paid by Check # 70300	08/27/2019	08/27/2019	##	09/06/2019	13.30
4487 - PMB East, INC (PakMail)	24102	01-BOH shipping-8/20/19	Paid by Check # 70300	08/27/2019	08/27/2019	##	09/06/2019	28.30
4487 - PMB East, INC (PakMail)	24118	01-BOH shipping-8/21/19	Paid by Check # 70300	08/27/2019	08/27/2019	##	09/06/2019	13.30
4487 - PMB East, INC (PakMail)	24094	01-BOH shipping-8/19/19	Paid by Check # 70300	08/27/2019	08/27/2019	##	09/06/2019	14.40
Account 53220 - Postage Totals							Invoice 5	<u>\$119.04</u>



Board of Public Works Claim Register

Invoice Date Range 08/26/19 - 09/06/19

Account 53310 - Printing

651 - Engraving & Stamp Center, INC	33858	01-ID tags	Paid by EFT # 30806	08/27/2019	08/27/2019	##	09/06/2019	118.60
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Account 53310 - Printing Totals	Invoice 1	<u>\$118.60</u>
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Account 53610 - Building Repairs

321 - Harrell Fish, INC	C004839	19-ACC-quarterly PM contract-Summer 2019	Paid by EFT # 30825	08/27/2019	08/27/2019	##	09/06/2019	826.00
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Account 53610 - Building Repairs Totals	Invoice 1	<u>\$826.00</u>
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Account 53990 - Other Services and Charges

231 - Indiana University Health Bloomington, INC	00095554-00	01-N. Eubank/V. Minder/J. Pritchard-rabies	Paid by EFT # 30839	08/27/2019	08/27/2019	##	09/06/2019	720.00
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Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$720.00</u>
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Program 010000 - Main Totals	Invoice 35	<u>\$11,778.42</u>
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Program 010001 - Donations Over \$5K

Account 53130 - Medical

6529 - BloomingPaws, LLC	219749	01-heartworm treatment-8/19/19	Paid by EFT # 30770	08/27/2019	08/27/2019	##	09/06/2019	92.20
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54639 - Shake Veterinary Services, INC (Town & Country Vet	125521	01-x-rays, spay/neuter surgery, amputation-	Paid by EFT # 30909	08/27/2019	08/27/2019	##	09/06/2019	759.83
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54639 - Shake Veterinary Services, INC (Town & Country Vet	125101	01-spay/neuter surgeries-8/13/19	Paid by EFT # 30909	08/27/2019	08/27/2019	##	09/06/2019	520.00
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54639 - Shake Veterinary Services, INC (Town & Country Vet	124667	01-spay/neuter surgeries, x-rays-8/6/19	Paid by EFT # 30909	08/27/2019	08/27/2019	##	09/06/2019	669.00
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Account 53130 - Medical Totals	Invoice 4	<u>\$2,041.03</u>
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Program 010001 - Donations Over \$5K Totals	Invoice 4	<u>\$2,041.03</u>
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Department 01 - Animal Shelter Totals	Invoice 39	<u>\$13,819.45</u>
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Department 02 - Public Works

Program 020000 - Main

Account 46060 - Other Violations

Kathleen Makris	REFUND-MAKRIS	14-reimb. of late fee pd pkg citation	Paid by Check # 70317	08/27/2019	08/27/2019	##	09/06/2019	30.00
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Account 46060 - Other Violations Totals	Invoice 1	<u>\$30.00</u>
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Account 53990 - Other Services and Charges

60 - Monroe County Solid Waste Management District	2019-42	19-disposal of capacitors, ballasts, tubes, lamps-	Paid by Check # 70298	08/27/2019	08/27/2019	##	09/06/2019	821.17
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Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$821.17</u>
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Program 020000 - Main Totals	Invoice 2	<u>\$851.17</u>
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Department 02 - Public Works Totals	Invoice 2	<u>\$851.17</u>
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Department 03 - City Clerk

Program 030000 - Main

Account 52420 - Other Supplies



Board of Public Works Claim Register

Invoice Date Range 08/26/19 - 09/06/19

13969 - AT&T Mobility II, LLC	CLERKX08192019	03-new phone & cell phone charges-7/25-	Paid by Check # 70262	08/26/2019	08/26/2019	##	08/26/2019	87.49	
Account 52420 - Other Supplies Totals								Invoice 1	\$87.49
Account 53210 - Telephone								Invoice 1	\$25.43
13969 - AT&T Mobility II, LLC	CLERKX08192019	03-new phone & cell phone charges-7/25-	Paid by Check # 70262	08/26/2019	08/26/2019	##	08/26/2019	25.43	
Account 53210 - Telephone Totals								Invoice 1	\$25.43
Program 030000 - Main Totals								Invoice 2	\$112.92
Department 03 - City Clerk Totals								Invoice 2	\$112.92
Department 04 - Economic & Sustainable Dev									
Program 040000 - Main									
Account 52420 - Other Supplies									
53442 - Paragon Micro, INC	874253	04 20 ft High Speed HDMI cable	Paid by EFT # 30888	08/27/2019	08/27/2019	##	09/06/2019	27.99	
5819 - Synchrony Bank	494336475965	04 - VIZIO 50" Smart LED TV for Conference	Paid by EFT # 30932	08/27/2019	08/27/2019	##	09/06/2019	279.99	
5819 - Synchrony Bank	883535436644	04 Full Motion Mount for Television	Paid by EFT # 30932	08/27/2019	08/27/2019	##	09/06/2019	97.50	
Account 52420 - Other Supplies Totals								Invoice 3	\$405.48
Account 53960 - Grants									
7061 - Flowmotion Events, LLC	ArtCommGrantFlo	04 2019 BAC Art Grant	Paid by EFT # 30815	08/27/2019	08/27/2019	##	09/06/2019	2,000.00	
6633 - Midway Music Speaks	ArtCommGrantMidw	04- 2019 BAC Art Grant - Midway Music Festival	Paid by EFT # 30868	08/27/2019	08/27/2019	##	09/06/2019	2,000.00	
581 - Windfall Dancers, INC	ArtCommGrantWind	04 - 2019 BAC Art Grant	Paid by EFT # 30965	08/27/2019	08/27/2019	##	09/06/2019	4,000.00	
Account 53960 - Grants Totals								Invoice 3	\$8,000.00
Account 53970 - Mayor's Promotion of Business									
7063 - T III Environments, LLC	Park Artwork	04 Proposal Development - Switchyard Park	Paid by EFT # 30933	08/27/2019	08/27/2019	##	09/06/2019	500.00	
Account 53970 - Mayor's Promotion of Business Totals								Invoice 1	\$500.00
Program 040000 - Main Totals								Invoice 7	\$8,905.48
Department 04 - Economic & Sustainable Dev Totals								Invoice 7	\$8,905.48
Department 06 - Controller's Office									
Program 060000 - Main									
Account 52110 - Office Supplies									
6530 - Office Depot, INC	359476476001	06-Binders for Budget	Paid by EFT # 30883	08/27/2019	08/27/2019	##	09/06/2019	3.36	
Account 52110 - Office Supplies Totals								Invoice 1	\$3.36
Account 52420 - Other Supplies									



Board of Public Works Claim Register

Invoice Date Range 08/26/19 - 09/06/19

9523 - Freedom Business Solutions, LLC	11414	06-Toner Replacement for JU color printer	Paid by EFT # 30817	08/27/2019	08/27/2019	##	09/06/2019	356.25	
Account 52420 - Other Supplies Totals								Invoice 1	\$356.25
Account 53990 - Other Services and Charges								-	
1352 - Cornerstone Planning & Design INC	19-0030	18- Project Management	Paid by EFT # 30787	08/27/2019	08/27/2019	##	09/06/2019	7,602.44	
Account 53990 - Other Services and Charges Totals								Invoice 1	\$7,602.44
Program 060000 - Main Totals								Invoice 3	\$7,962.05
Department 06 - Controller's Office Totals								Invoice 3	\$7,962.05
Department 09 - CFRD								-	
Program 090000 - Main									
Account 52420 - Other Supplies									
13969 - AT&T Mobility II, LLC	CFRX08192019	09-cell phone charges-J. Whiteaker-7/19-8/11/19	Paid by Check # 70272	08/26/2019	08/26/2019	##	08/26/2019	74.99	
8002 - Safeguard Business Systems, INC	033642244	09-T-shirts for Youth Participatory Budget	Paid by EFT # 30904	08/27/2019	08/27/2019	##	09/06/2019	318.06	
Account 52420 - Other Supplies Totals								Invoice 2	\$393.05
Account 53210 - Telephone								-	
13969 - AT&T Mobility II, LLC	CFRX08192019	09-cell phone charges-J. Whiteaker-7/19-8/11/19	Paid by Check # 70272	08/26/2019	08/26/2019	##	08/26/2019	33.51	
Account 53210 - Telephone Totals								Invoice 1	\$33.51
Account 53230 - Travel									
7036 - Shatoyia Moss	08032019	09-travel reimbursement - Mayor's Innovation	Paid by EFT # 30875	08/27/2019	08/27/2019	##	09/06/2019	208.57	
1815 - Michael Shermis	ADAConf-6/2019	09-per diem/parking-ADA Symp Conf-Indy-6/16-	Paid by EFT # 30911	08/27/2019	08/27/2019	##	09/06/2019	222.68	
Account 53230 - Travel Totals								Invoice 2	\$431.25
Account 53940 - Temporary Contractual Employee									
580 - Express Services, INC	22715362	09-temp service for front desk-Janevra Ford-week	Paid by EFT # 30808	08/27/2019	08/27/2019	##	09/06/2019	764.00	
580 - Express Services, INC	22612960	09-temp service for front desk-Steve Cook-week	Paid by EFT # 30808	08/27/2019	08/27/2019	##	09/06/2019	754.45	
Account 53940 - Temporary Contractual Employee Totals								Invoice 2	\$1,518.45
Account 53960 - Grants									
205 - City Of Bloomington	10032 MLK	09-CFRD Sponsorship of 2019 MLK Birthday	Paid by Check # 70285	08/27/2019	08/27/2019	##	09/06/2019	1,000.00	
231 - Indiana University Health Bloomington, INC	003	09-CFRD Buskirk Chumley/Love is	Paid by Check # 70294	08/27/2019	08/27/2019	##	09/06/2019	250.00	
Account 53960 - Grants Totals								Invoice 2	\$1,250.00
Program 090000 - Main Totals								Invoice 9	\$3,626.26
Department 09 - CFRD Totals								Invoice 9	\$3,626.26



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Department **10 - Legal**
 Program **100000 - Main**
 Account **53120 - Special Legal Services**
 608 - Krieg Devault, LLP

481967	10 gov affairs legal services KD 481967	Paid by EFT # 30858	08/27/2019	08/27/2019	##	09/06/2019	2,500.00	
199 - Monroe County Government	082019-CBL	10 copy fee MoCo. Rec 082019-cbl	Paid by Check # 70297	08/27/2019	08/27/2019	##	09/06/2019	4.00

Account **53120 - Special Legal Services** Totals Invoice 2 \$2,504.00

Account **53160 - Instruction**
 4694 - Indiana Continuing Legal Education Forum (ICLEF)

105771	10 seminar ICLEF ethic triangle 105771	Paid by EFT # 30837	08/27/2019	08/27/2019	##	09/06/2019	195.00
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Account **53160 - Instruction** Totals Invoice 1 \$195.00

Account **53220 - Postage**
 4487 - PMB East, INC (PakMail)

24101	10 shipping to Bose Mckinney & Evans	Paid by Check # 70300	08/27/2019	08/27/2019	##	09/06/2019	35.34
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Account **53220 - Postage** Totals Invoice 1 \$35.34

Program **100000 - Main** Totals Invoice 4 \$2,734.34

Department **10 - Legal** Totals Invoice 4 \$2,734.34

Department **11 - Mayor's Office**
 Program **110000 - Main**
 Account **52420 - Other Supplies**

13969 - AT&T Mobility II, LLC	ITSX08192019	28-cell phone charges- ITS & A. Krebbs (phone)-	Paid by Check # 70263	08/26/2019	08/26/2019	##	08/26/2019	694.99
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Account **52420 - Other Supplies** Totals Invoice 1 \$694.99

Account **53210 - Telephone**
 13969 - AT&T Mobility II, LLC

ITSX08192019	28-cell phone charges- ITS & A. Krebbs (phone)-	Paid by Check # 70263	08/26/2019	08/26/2019	##	08/26/2019	41.68
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13969 - AT&T Mobility II, LLC	OOTMX08192019	11-cell phone charges 7/12-8/11/19	Paid by Check # 70268	08/26/2019	08/26/2019	##	08/26/2019	41.41
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Account **53210 - Telephone** Totals Invoice 2 \$83.09

Program **110000 - Main** Totals Invoice 3 \$778.08

Department **11 - Mayor's Office** Totals Invoice 3 \$778.08

Department **12 - Human Resources**
 Program **120000 - Main**
 Account **52420 - Other Supplies**

5819 - Synchrony Bank	458747893754	12 Recyclable containers / Appreciation Picnic Inv	Paid by EFT # 30932	08/27/2019	08/27/2019	##	09/06/2019	38.85
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Account **52420 - Other Supplies** Totals Invoice 1 \$38.85

Account **53210 - Telephone**
 13969 - AT&T Mobility II, LLC

HRX08192019	12-cell phone charges 7/12-8/11/19	Paid by Check # 70270	08/26/2019	08/26/2019	##	08/26/2019	23.51
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				Account 53210 - Telephone Totals	Invoice 1			\$23.51
Account 53990 - Other Services and Charges								
5819 - Synchrony Bank	0271	12 Food for Appreciation Picnic Sams Club	Paid by Check # 70304	08/27/2019	08/27/2019	##	09/06/2019	324.28
5819 - Synchrony Bank	5512	12 Food for Appreciation Picnic Sams Club	Paid by Check # 70304	08/27/2019	08/27/2019	##	09/06/2019	160.10
				Account 53990 - Other Services and Charges Totals		Invoice 2		\$484.38
				Program 120000 - Main Totals		Invoice 4		\$546.74
				Department 12 - Human Resources Totals		Invoice 4		\$546.74
Department 13 - Planning								
Program 130000 - Main								
Account 52110 - Office Supplies								
6530 - Office Depot, INC	357022373001	13-hanging folders-legal	Paid by EFT # 30883	08/27/2019	08/27/2019	##	09/06/2019	42.69
6530 - Office Depot, INC	349431369001	13 - Mouse, folders, headset	Paid by EFT # 30883	08/27/2019	08/27/2019	##	09/06/2019	71.09
6530 - Office Depot, INC	349431371001	13 - Portfolio folder, purple	Paid by EFT # 30883	08/27/2019	08/27/2019	##	09/06/2019	.99
6530 - Office Depot, INC	356814633001	13 - Portfolio folder, purple, replacement	Paid by EFT # 30883	08/27/2019	08/27/2019	##	09/06/2019	.99
6530 - Office Depot, INC	357022374001	13 - Pens, folders, envelopes, mat, stamp,	Paid by EFT # 30883	08/27/2019	08/27/2019	##	09/06/2019	157.29
6530 - Office Depot, INC	352426902001	13 - Credit (for invoice #349431369001)	Paid by EFT # 30883	08/27/2019	08/27/2019	##	09/06/2019	(20.10)
6530 - Office Depot, INC	356812789001	13 - Portfolio folder, purple (CREDIT for	Paid by EFT # 30883	08/27/2019	08/27/2019	##	09/06/2019	(.99)
				Account 52110 - Office Supplies Totals		Invoice 7		\$251.96
Account 52420 - Other Supplies								
6530 - Office Depot, INC	357022374001	13 - Pens, folders, envelopes, mat, stamp,	Paid by EFT # 30883	08/27/2019	08/27/2019	##	09/06/2019	77.34
5819 - Synchrony Bank	696498458978	13-special edition sound isolating earphones-front	Paid by EFT # 30932	08/27/2019	08/27/2019	##	09/06/2019	99.00
5819 - Synchrony Bank	469579633486	13-Sound isolating earphones-front staff	Paid by EFT # 30932	08/27/2019	08/27/2019	##	09/06/2019	99.00
				Account 52420 - Other Supplies Totals		Invoice 3		\$275.34
Account 53170 - Mgt. Fee, Consultants, and Workshops								
12604 - Howard D Bruce (Tabor/Bruce Architecture & Design, INC)	8/10/2019	13-Renovations/office planning for P&T office	Paid by EFT # 30777	08/27/2019	08/27/2019	##	09/06/2019	3,493.75
6974 - M.J. Wells & Associates, INC	7814-2	13-Consulting-Travel Demand Mgmt (TDM)	Paid by EFT # 30864	08/27/2019	08/27/2019	##	09/06/2019	14,795.00
5409 - VS Engineering, INC	400207	13 - Temporary Engineering Staff Support-	Paid by EFT # 30954	08/27/2019	08/27/2019	##	09/06/2019	1,250.00
				Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 3		\$19,538.75



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Account 53210 - Telephone
13969 - AT&T Mobility II, LLC

P&TX08192019	13-cell phone charges-7/12-8/11/19	Paid by Check # 70266	08/26/2019	08/26/2019	##	08/26/2019	387.89
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Account 53210 - Telephone Totals Invoice 1 \$387.89

Account 53310 - Printing

5387 - Creative Graphics, INC (dba Baugh Enterprises)	6857	13 - Printing & Postage for UDO postcards-	Paid by EFT # 30792	08/27/2019	08/27/2019	##	09/06/2019	6,887.16
5247 - Robert Hudson (Graphic Visions)	5093	13 - 22x28 double sided zoning yard signs	Paid by EFT # 30831	08/27/2019	08/27/2019	##	09/06/2019	600.00

Account 53310 - Printing Totals Invoice 2 \$7,487.16

Account 53320 - Advertising

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	163405_8419	13-legal notices-Cases V-17-19, AA-18-19, E.	Paid by EFT # 30819	08/27/2019	08/27/2019	##	09/06/2019	148.27
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Account 53320 - Advertising Totals Invoice 1 \$148.27

Account 53990 - Other Services and Charges

1847 - Hylant of Indianapolis, LLC	224471	13-Notary Bond (for Desiree King)_Term:	Paid by EFT # 30834	08/27/2019	08/27/2019	##	09/06/2019	75.00
199 - Monroe County Government	082019-CBPTE	13-July 2019 copies-21	Paid by Check # 70297	08/27/2019	08/27/2019	##	09/06/2019	21.00

Account 53990 - Other Services and Charges Totals Invoice 2 \$96.00

Program 130000 - Main Totals Invoice 19 \$28,185.37

Department 13 - Planning Totals Invoice 19 \$28,185.37

Department 19 - Facilities Maintenance

Program 190000 - Main

Account 52240 - Fuel and Oil

177 - Indiana Oxygen Company, INC	9297018	19- Monthly LP cylinder rental fees-7/31/2019	Paid by EFT # 30838	08/27/2019	08/27/2019	##	09/06/2019	34.66
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Account 52240 - Fuel and Oil Totals Invoice 1 \$34.66

Account 52310 - Building Materials and Supplies

394 - Kleindorfer Hardware & Variety	639211	19-CH-safety glasses, gloves, ear plugs, side	Paid by EFT # 30855	08/27/2019	08/27/2019	##	09/06/2019	67.60
394 - Kleindorfer Hardware & Variety	639259	19-CH-mason blade	Paid by EFT # 30855	08/27/2019	08/27/2019	##	09/06/2019	10.49
394 - Kleindorfer Hardware & Variety	639500	19-CH-tapcons	Paid by EFT # 30855	08/27/2019	08/27/2019	##	09/06/2019	14.48
394 - Kleindorfer Hardware & Variety	640235	19-CH-rust stop	Paid by EFT # 30855	08/27/2019	08/27/2019	##	09/06/2019	39.68
394 - Kleindorfer Hardware & Variety	610658	19-CH-6 roller covers	Paid by EFT # 30855	08/27/2019	08/27/2019	##	09/06/2019	6.54
394 - Kleindorfer Hardware & Variety	636121	19-CH-box fans, toggle bolts, screws, stakes, key	Paid by EFT # 30855	08/27/2019	08/27/2019	##	09/06/2019	76.09
394 - Kleindorfer Hardware & Variety	637184	19-CH-pruner, folding saw	Paid by EFT # 30855	08/27/2019	08/27/2019	##	09/06/2019	35.98



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394 - Kleindorfer Hardware & Variety	616115	19-CH-round up, box of gloves	Paid by EFT # 30855	08/27/2019	08/27/2019	##	09/06/2019	53.98
53005 - Menards, INC	30607	19-18" plastic T8 plug IN	Paid by Check # 70296	08/27/2019	08/27/2019	##	09/06/2019	12.97
53005 - Menards, INC	30862	19-EZ sand, elastomer crack fille, latch box	Paid by Check # 70296	08/27/2019	08/27/2019	##	09/06/2019	17.95
53005 - Menards, INC	27430	19-9V batteries, D batteries, bulk straps	Paid by Check # 70296	08/27/2019	08/27/2019	##	09/06/2019	70.44
53005 - Menards, INC	31104	19-CH-14 gal. 6.5HP Poly vac	Paid by Check # 70296	08/27/2019	08/27/2019	##	09/06/2019	124.99
Account 52310 - Building Materials and Supplies Totals							Invoice 12	<u>\$531.19</u>
Account 52420 - Other Supplies								
651 - Engraving & Stamp Center, INC	33855	19-Engraved Magnetic Strip Name Tags-5-	Paid by EFT # 30806	08/27/2019	08/27/2019	##	09/06/2019	101.75
651 - Engraving & Stamp Center, INC	33856	19-Magnetic Strip Name Tags-2-8/12/19	Paid by EFT # 30806	08/27/2019	08/27/2019	##	09/06/2019	41.85
Account 52420 - Other Supplies Totals							Invoice 2	<u>\$143.60</u>
Account 52430 - Uniforms and Tools								
798 - Winters Associates Promotional Products, INC	112621	19-Uniforms for Night Building Maintenance	Paid by EFT # 30966	08/27/2019	08/27/2019	##	09/06/2019	159.85
Account 52430 - Uniforms and Tools Totals							Invoice 1	<u>\$159.85</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops								
4589 - STR Building Resources, LLC	4999	19-Inspection & Structural Evaluations of	Paid by EFT # 30929	08/27/2019	08/27/2019	##	09/06/2019	13,000.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals							Invoice 1	<u>\$13,000.00</u>
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	PWDIVX08192019	02-PW Divisions cell phone charges 7/12-	Paid by Check # 70275	08/26/2019	08/26/2019	##	08/26/2019	166.72
Account 53210 - Telephone Totals							Invoice 1	<u>\$166.72</u>
Account 53610 - Building Repairs								
51538 - Economy Termite & Pest Control, INC	27338	19-City Hall-initial pest control service-8/16/19	Paid by EFT # 30802	08/27/2019	08/27/2019	##	09/06/2019	150.00
6688 - SSW Enterprises, LLC (Office Pride)	CITYNATL01201907	19-CH/PW facilities-cleaning services-July	Paid by EFT # 30923	08/27/2019	08/27/2019	##	09/06/2019	17,486.36
6688 - SSW Enterprises, LLC (Office Pride)	CITYNATL010601	19-CH/PW facilities-cleaning services-June	Paid by EFT # 30923	08/27/2019	08/27/2019	##	09/06/2019	16,822.83
Account 53610 - Building Repairs Totals							Invoice 3	<u>\$34,459.19</u>
Account 53650 - Other Repairs								
51565 - EmJay Automotive Equipment, LLC	5141	19-Fleet-Repair 2nd fore/aft lift, parts repair	Paid by EFT # 30805	08/27/2019	08/27/2019	##	09/06/2019	1,223.37
51565 - EmJay Automotive Equipment, LLC	5134	19-Fleet-repair fore/aft inground lift shaft seal,	Paid by EFT # 30805	08/27/2019	08/27/2019	##	09/06/2019	625.70
Account 53650 - Other Repairs Totals							Invoice 2	<u>\$1,849.07</u>



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Account 54450 - Equipment										
536 - Chris Ramsey (KingSnake Sound Company)	140526	18- sound equipment for the Switchyard Stage	Paid by EFT # 30898	08/27/2019	08/27/2019	##	09/06/2019		32,000.00	
								Account 54450 - Equipment Totals	Invoice 1	<u>\$32,000.00</u>
Account 54510 - Other Capital Outlays										
321 - Harrell Fish, INC	J001697	19-1st Floor water source heat pump-3/20/19	Paid by EFT # 30825	08/27/2019	08/27/2019	##	09/06/2019		29,475.00	
								Account 54510 - Other Capital Outlays Totals	Invoice 1	<u>\$29,475.00</u>
								Program 190000 - Main Totals	Invoice 25	<u>\$111,819.28</u>
								Department 19 - Facilities Maintenance Totals	Invoice 25	<u>\$111,819.28</u>
Department 28 - ITS										
Program 280000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	354046239001	28 - Headset	Paid by EFT # 30883	08/27/2019	08/27/2019	##	09/06/2019		52.49	
								Account 52110 - Office Supplies Totals	Invoice 1	<u>\$52.49</u>
Account 52420 - Other Supplies										
6530 - Office Depot, INC	355223555001	28 - Vacuum Bags	Paid by EFT # 30883	08/27/2019	08/27/2019	##	09/06/2019		11.99	
4475 - Plasco ID Holdings, LLC (ID Wholesaler)	1609996	28 - Hand Held Slot Punch for Security	Paid by EFT # 30892	08/27/2019	08/27/2019	##	09/06/2019		78.50	
4475 - Plasco ID Holdings, LLC (ID Wholesaler)	1610731	28 - 500 Security Badges	Paid by EFT # 30892	08/27/2019	08/27/2019	##	09/06/2019		1,850.00	
								Account 52420 - Other Supplies Totals	Invoice 3	<u>\$1,940.49</u>
Account 53160 - Instruction										
5444 - Tyler Technologies, INC	045-272777	28 - New World Financial Management Training-	Paid by EFT # 30947	08/27/2019	08/27/2019	##	09/06/2019		4,000.00	
								Account 53160 - Instruction Totals	Invoice 1	<u>\$4,000.00</u>
Account 53210 - Telephone										
1079 - AT&T	812339226108-19	28-phone charges 7/20-8/19/19-#812 339-2261	Paid by Check # 70261	08/26/2019	08/26/2019	##	08/26/2019		5,714.72	
13969 - AT&T Mobility II, LLC	ITSX08192019	28-cell phone charges- ITS & A. Krebbs (phone)-	Paid by Check # 70263	08/26/2019	08/26/2019	##	08/26/2019		579.73	
								Account 53210 - Telephone Totals	Invoice 2	<u>\$6,294.45</u>
Account 53910 - Dues and Subscriptions										
5786 - Promveo, LLC	123394	28 - Google Drive Storage Subscription	Paid by EFT # 30895	08/27/2019	08/27/2019	##	09/06/2019		15.00	
								Account 53910 - Dues and Subscriptions Totals	Invoice 1	<u>\$15.00</u>
								Program 280000 - Main Totals	Invoice 8	<u>\$12,302.43</u>
								Department 28 - ITS Totals	Invoice 8	<u>\$12,302.43</u>



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				Fund 101 - General Fund (S0101) Totals	Invoice 125			\$191,643.57
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	I0719002	04 - Contract for Environmental	Paid by EFT # 30765	08/27/2019	08/27/2019	##	09/06/2019	240.00
4571 - BCA Environmental Consultants, LLC	I0719003	04 - Contract for Environmental	Paid by EFT # 30765	08/27/2019	08/27/2019	##	09/06/2019	2,586.24
4571 - BCA Environmental Consultants, LLC	I0719004	04 - Contract for Environmental	Paid by EFT # 30765	08/27/2019	08/27/2019	##	09/06/2019	280.00
4571 - BCA Environmental Consultants, LLC	I0719005	04 - Contract for Environmental	Paid by EFT # 30765	08/27/2019	08/27/2019	##	09/06/2019	2,087.82
				Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 4			\$5,194.06
				Program G17018 - Bloomington Wide Brownfields Totals	Invoice 4			\$5,194.06
				Department 04 - Economic & Sustainable Dev Totals	Invoice 4			\$5,194.06
				Fund 249 - Grants Non Approp Totals	Invoice 4			\$5,194.06
Fund 270 - CC Jack Hopkins NR17-42 (S0011)								
Department 05 - Common Council								
Program 050000 - Main								
Account 53960 - Grants								
7033 - Courage to Change Sober Living, INC	2	15-JH 2019 Grant-rent scholarships-August 2019	Paid by EFT # 30790	08/27/2019	08/27/2019	##	09/06/2019	1,000.00
7014 - Society of St. Vincent De Paul, Archdiocesan	Reimb #2	15-JH 2019-vehicle repair provided 5 residents-	Paid by EFT # 30917	08/27/2019	08/27/2019	##	09/06/2019	1,370.00
6045 - South Central Indiana Housing Opportunities CORP.	Inv. 8/7/2019	15-JH 2019-Bridge Grant-July 2019 deferred	Paid by EFT # 30918	08/27/2019	08/27/2019	##	09/06/2019	4,800.00
6045 - South Central Indiana Housing Opportunities CORP.	JHSS-8/21/2019	15-JH 2019 Grant-CJAM-Tenants Assistance Table	Paid by EFT # 30918	08/27/2019	08/27/2019	##	09/06/2019	275.55
179 - Special Olympics Indiana, INC	Inv-8.16.2019	15-JH 2019-corn toss sets, volleyballs,	Paid by EFT # 30922	08/27/2019	08/27/2019	##	09/06/2019	471.13
				Account 53960 - Grants Totals	Invoice 5			\$7,916.68
				Program 050000 - Main Totals	Invoice 5			\$7,916.68
				Department 05 - Common Council Totals	Invoice 5			\$7,916.68
				Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	Invoice 5			\$7,916.68
Fund 312 - Community Services								
Department 09 - CFRD								
Program 090016 - Com Serv - Safe & Civil								
Account 53960 - Grants								
6963 - Kelly Mai Nguyen	EssayWinner2nd	09-Molly Bui-2nd place essay contest winner-	Paid by EFT # 30880	08/27/2019	08/27/2019	##	09/06/2019	300.00



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Program **090020 - Commission on Aging**
 Account **53990 - Other Services and Charges**
 231 - Indiana University Health Bloomington, 002
 INC

09-Commission on Aging- Paid by Check #	08/27/2019	08/27/2019	##	09/06/2019	250.00
Buskirk Chumley/Love is 70294					
Account 53990 - Other Services and Charges Totals					Invoice 1
					\$250.00
Program 090020 - Commission on Aging Totals					Invoice 1
					\$250.00

Program **090022 - Safe Civil Justice Downtown Int**
 Account **53990 - Other Services and Charges**
 7000 - Aunt Bertha, a Public Benefit Corporation 1225

09-electronic social service search database	Paid by EFT #	08/27/2019	08/27/2019	##	09/06/2019	5,400.00
	30759					
Account 53990 - Other Services and Charges Totals					Invoice 1	
					\$5,400.00	
Program 090022 - Safe Civil Justice Downtown Int Totals					Invoice 1	
					\$5,400.00	
Department 09 - CFRD Totals					Invoice 3	
					\$5,950.00	
Fund 312 - Community Services Totals					Invoice 3	
					\$5,950.00	

Fund **401 - Non-Reverting Telecom (S1146)**
 Department **25 - Telecommunications**
 Program **256000 - Services**
 Account **54420 - Purchase of Equipment**

53442 - Paragon Micro, INC 878708

25 - Projector Lamp Bulb McCloskey Room	Paid by EFT #	08/27/2019	08/27/2019	##	09/06/2019	139.99
	30888					
Account 54420 - Purchase of Equipment Totals					Invoice 1	
					\$139.99	
Program 256000 - Services Totals					Invoice 1	
					\$139.99	
Department 25 - Telecommunications Totals					Invoice 1	
					\$139.99	
Fund 401 - Non-Reverting Telecom (S1146) Totals					Invoice 1	
					\$139.99	

Fund **450 - Local Road and Street(S0706)**
 Department **20 - Street**
 Program **200000 - Main**
 Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy TRFSIGNSUM-8/19

02-Traffic Signal Summary electric bill-bill	Paid by Check #	08/26/2019	08/26/2019	##	08/26/2019	2,974.91
	70279					
Account 53520 - Street Lights / Traffic Signals Totals					Invoice 1	
					\$2,974.91	
Program 200000 - Main Totals					Invoice 1	
					\$2,974.91	
Department 20 - Street Totals					Invoice 1	
					\$2,974.91	
Fund 450 - Local Road and Street(S0706) Totals					Invoice 1	
					\$2,974.91	

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



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Account 52210 - Institutional Supplies

413 - Bloomington Paint & Wallpaper Co	00414606	20-Repainting of signal box	Paid by Check # 70282	08/27/2019	08/27/2019	##	09/06/2019	40.90
313 - Fastenal Company	INBLM213966	20-safety gloves, earplugs, white spray	Paid by EFT # 30809	08/27/2019	08/27/2019	##	09/06/2019	70.84

Account 52210 - Institutional Supplies Totals Invoice 2 \$111.74

Account 52330 - Street, Alley, and Sewer Material

334 - Irving Materials, INC	10749258	20-2811 S. Leonard Springs Rd-Class A Stone	Paid by EFT # 30844	08/27/2019	08/27/2019	##	09/06/2019	456.75
334 - Irving Materials, INC	10748459	20-2811 S. Leonard Springs Rd-Class A Stone	Paid by EFT # 30844	08/27/2019	08/27/2019	##	09/06/2019	710.50
334 - Irving Materials, INC	10746107	20-Tapp/Leonard Springs-Class A Stone Ash-7.50	Paid by EFT # 30844	08/27/2019	08/27/2019	##	09/06/2019	761.25
334 - Irving Materials, INC	10741926	20-125 N. College-Class A Stone Ash-2.25 cy-	Paid by EFT # 30844	08/27/2019	08/27/2019	##	09/06/2019	228.38
334 - Irving Materials, INC	10741079	20-125 N. College-Class A Stone Ash-3.0 cy-	Paid by EFT # 30844	08/27/2019	08/27/2019	##	09/06/2019	304.50
334 - Irving Materials, INC	10744487	20-2801 S. Leonard Springs-Class A Stone	Paid by EFT # 30844	08/27/2019	08/27/2019	##	09/06/2019	710.50
334 - Irving Materials, INC	10745287	20-Maxwell/Mitchell-Class A Stone Ash-2.25 cy-	Paid by EFT # 30844	08/27/2019	08/27/2019	##	09/06/2019	228.38

Account 52330 - Street, Alley, and Sewer Material Totals Invoice 7 \$3,400.26

Account 52420 - Other Supplies

50637 - Bender Lumber Company INC	1 254048	20-Concrete saw for concrete crew-8/7/19	Paid by EFT # 30768	08/27/2019	08/27/2019	##	09/06/2019	957.93
409 - Black Lumber Co. INC	411320	20-Sign Crew-5/8" multipurpose bit-8/8/19	Paid by EFT # 30769	08/27/2019	08/27/2019	##	09/06/2019	43.98
409 - Black Lumber Co. INC	411952	20-crews-staple gun-8/13/19	Paid by EFT # 30769	08/27/2019	08/27/2019	##	09/06/2019	24.99
409 - Black Lumber Co. INC	406203	20-1 2 gal back saver sprayer-6/27/19	Paid by EFT # 30769	08/27/2019	08/27/2019	##	09/06/2019	14.97
248 - Cosner's Ice Company	208002725	20-ice for crews-120 7# bags-8/13/19	Paid by EFT # 30789	08/27/2019	08/27/2019	##	09/06/2019	180.00
394 - Kleindorfer Hardware & Variety	640777	20-Paving & patching supplies-shovels,	Paid by EFT # 30855	08/27/2019	08/27/2019	##	09/06/2019	107.93
6262 - Koenig Equipment, INC	P11226	20-tree crew-woodcutter oil-8/13/19	Paid by EFT # 30856	08/27/2019	08/27/2019	##	09/06/2019	27.90
786 - Richard's Small Engine, INC	355020	20-starter pulley-8/13/19	Paid by EFT # 30902	08/27/2019	08/27/2019	##	09/06/2019	17.99
786 - Richard's Small Engine, INC	356013	20-Chainsaw parts-18" bar, super 20 chisel chain	Paid by EFT # 30902	08/27/2019	08/27/2019	##	09/06/2019	54.95
336 - Southside Rental Center, INC	16262	20-Propane-Sign/Paving/Pavement	Paid by Check # 70301	08/27/2019	08/27/2019	##	09/06/2019	35.70

Account 52420 - Other Supplies Totals Invoice 10 \$1,466.34



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Account 53210 - Telephone
13969 - AT&T Mobility II, LLC

PWDIVX0819201 9	02-PW Divisions cell phone charges 7/12-	Paid by Check # 70275	08/26/2019	08/26/2019	##	08/26/2019	166.72
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Account 53210 - Telephone Totals Invoice 1 \$166.72

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	1824010686	20-mat/towel services-8/14/19	Paid by EFT # 30758	08/27/2019	08/27/2019	##	09/06/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	1824010685	20-uniform rental (minus payroll ded)-8/14/19	Paid by EFT # 30758	08/27/2019	08/27/2019	##	09/06/2019	16.83
19171 - Aramark Uniform & Career Apparel Group, INC	1824019394	20-mat/towel service-8/21/19	Paid by EFT # 30758	08/27/2019	08/27/2019	##	09/06/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	1824019393	20-uniform rental (minus payroll ded))-8/21/19	Paid by EFT # 30758	08/27/2019	08/27/2019	##	09/06/2019	16.83

Account 53920 - Laundry and Other Sanitation Services Totals Invoice 4 \$102.22

Account 53990 - Other Services and Charges

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	0000394683	20-Two Way Radio Communication Services-	Paid by EFT # 30804	08/27/2019	08/27/2019	##	09/06/2019	572.05
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Account 53990 - Other Services and Charges Totals Invoice 1 \$572.05

Program 200000 - Main Totals Invoice 25 \$5,819.33

Department 20 - Street Totals Invoice 25 \$5,819.33

Fund 451 - Motor Vehicle Highway(S0708) Totals Invoice 25 \$5,819.33

Fund 452 - Parking Facilities(S9502)

Department 26 - Parking

Program 260000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	358043826001	02-desk calendar, lettering, laminating	Paid by EFT # 30883	08/27/2019	08/27/2019	##	09/06/2019	19.80
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Account 52110 - Office Supplies Totals Invoice 1 \$19.80

Account 52210 - Institutional Supplies

394 - Kleindorfer Hardware & Variety	638799	26-Pkg Garages-3 gal Simple Green	Paid by EFT # 30855	08/27/2019	08/27/2019	##	09/06/2019	41.97
394 - Kleindorfer Hardware & Variety	638422	26-Pkg Garages-1 pair of gloves, 2 drop covers	Paid by EFT # 30855	08/27/2019	08/27/2019	##	09/06/2019	20.07
4443 - The Sherwin Williams Company	2887-0	02-Pkg Garages-paint thinner, paint-7/31/2019	Paid by EFT # 30941	08/27/2019	08/27/2019	##	09/06/2019	71.33

Account 52210 - Institutional Supplies Totals Invoice 3 \$133.37

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	PKGGARX08192019	26-Pkg Garages-cell phone charges 7/12-	Paid by Check # 70271	08/26/2019	08/26/2019	##	08/26/2019	104.57
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13969 - AT&T Mobility II, LLC	PWDIVX08192019	02-PW Divisions cell phone charges 7/12-	Paid by Check # 70275	08/26/2019	08/26/2019	##	08/26/2019	41.68
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Account 53210 - Telephone Totals Invoice 2 \$146.25



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Account 53610 - Building Repairs

6378 - ANN-KRISS, LLC	MRTNGAR-081219	26-Morton St Garage-new elevator floor	Paid by EFT # 30757	08/27/2019	08/27/2019	##	09/06/2019	3,146.12
227 - Otis Elevator Company	CBN15848001A	26-Walnut St Garage-service call-7/25/19-	Paid by EFT # 30887	08/27/2019	08/27/2019	##	09/06/2019	1,376.00

Account 53610 - Building Repairs Totals	Invoice 2	\$4,522.12
Program 260000 - Main Totals	Invoice 8	\$4,821.54
Department 26 - Parking Totals	Invoice 8	\$4,821.54
Fund 452 - Parking Facilities(S9502) Totals	Invoice 8	\$4,821.54

Fund 454 - Alternative Transport(S6301)

Department 02 - Public Works

Program 020000 - Main

Account 43170.0001 - Residential Neighborhood Permits Zone # 1

Aaron Kallach	REFUND-KALLACH	14-refund zone 1 permit #26753-didn't qualify	Paid by Check # 70316	08/27/2019	08/27/2019	##	09/06/2019	45.00	
							Account 43170.0001 - Residential Neighborhood Permits Zone # 1 Totals	Invoice 1	\$45.00

Account 43170.0004 - Residential Neighborhood Permits Zone # 4

Holly Haynes	REFUND-HAYNESH	14-refund Zone 4 permit #23975-didn't qualify for	Paid by Check # 70314	08/27/2019	08/27/2019	##	09/06/2019	45.00	
Jenna Miller	REFUND-MILLERJEN	14-refund Zone 4 #23953-not eligible	Paid by Check # 70318	08/27/2019	08/27/2019	##	09/06/2019	45.00	
Noah Spencer	REFUND-SPENCERN	14-refund zone 4 permit #423830-didn't qualify	Paid by Check # 70322	08/27/2019	08/27/2019	##	09/06/2019	45.00	
							Account 43170.0004 - Residential Neighborhood Permits Zone # 4 Totals	Invoice 3	\$135.00

Account 43170.0006 - Residential Neighborhood Permits Zone # 6

Gabriel Wray	REFUND-WRAYG	26-refund visitor zone 6 permit #6100-didn't	Paid by Check # 70324	08/27/2019	08/27/2019	##	09/06/2019	45.00	
							Account 43170.0006 - Residential Neighborhood Permits Zone # 6 Totals	Invoice 1	\$45.00

Account 46060 - Other Violations

Kevin P. Podlaski	REFUND-PODLASKI	14-refund over payment pkg citation G1604130-	Paid by Check # 70321	08/27/2019	08/27/2019	##	09/06/2019	40.00	
							Account 46060 - Other Violations Totals	Invoice 1	\$40.00

Account 53110 - Engineering and Architectural

5637 - Shrewsberry & Associates, LLC	2111623	13-School Zone Enhancements Proj	Paid by EFT # 30913	08/27/2019	08/27/2019	##	09/06/2019	9,254.03	
5637 - Shrewsberry & Associates, LLC	2111710	13-School Zone Enhancements Proj	Paid by EFT # 30913	08/27/2019	08/27/2019	##	09/06/2019	18,687.78	
							Account 53110 - Engineering and Architectural Totals	Invoice 2	\$27,941.81

Account 54310 - Improvements Other Than Building

5822 - Crawford, Murphy & Tilly, INC	0204693	13-Moores Pk SW & Pedestrian	Paid by EFT # 30791	08/27/2019	08/27/2019	##	09/06/2019	1,799.09
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5149 - E&B Paving, INC	35190257-1	13-Moores Pk/Clarizz Blvd. Ped Crossing-4/1-	Paid by EFT # 30799	08/27/2019	08/27/2019	##	09/06/2019	128,643.70	
5149 - E&B Paving, INC	35190257-2	13 - Moores Pike/Clarizz Blvd Pedestrian Crossing,	Paid by EFT # 30799	08/27/2019	08/27/2019	##	09/06/2019	6,770.72	
18844 - First Financial Bank, N.A.	EscMonroeApp#4	13-Mitchell St SW-Escrow No 4	Paid by Check # 70290	08/27/2019	08/27/2019	##	09/06/2019	2,133.75	
							Account 54310 - Improvements Other Than Building Totals	Invoice 4	\$139,347.26
							Program 020000 - Main Totals	Invoice 12	\$167,554.07
							Department 02 - Public Works Totals	Invoice 12	\$167,554.07
Department 05 - Common Council									
Program 050000 - Main									
Account 54310 - Improvements Other Than Building									
6754 - John M Simpson (Monroe, LLC)	MitchellSW-App 4	13-Mitchell St SW-App No 4	Paid by EFT # 30915	08/27/2019	08/27/2019	##	09/06/2019	40,541.25	
							Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$40,541.25
							Program 050000 - Main Totals	Invoice 1	\$40,541.25
							Department 05 - Common Council Totals	Invoice 1	\$40,541.25
Department 13 - Planning									
Program 130000 - Main									
Account 53110 - Engineering and Architectural									
5822 - Crawford, Murphy & Tilly, INC	0204693	13-Moores Pk SW & Pedestrian	Paid by EFT # 30791	08/27/2019	08/27/2019	##	09/06/2019	2,778.00	
							Account 53110 - Engineering and Architectural Totals	Invoice 1	\$2,778.00
							Program 130000 - Main Totals	Invoice 1	\$2,778.00
							Department 13 - Planning Totals	Invoice 1	\$2,778.00
							Fund 454 - Alternative Transport(\$6301) Totals	Invoice 14	\$210,873.32
Fund 456 - MVH Restricted									
Department 20 - Street									
Program 200000 - Main									
Account 52210 - Institutional Supplies									
313 - Fastenal Company	INBLM214044	20-Safety Supplies for Crews-5-pack safety	Paid by EFT # 30809	08/27/2019	08/27/2019	##	09/06/2019	26.74	
4519 - Osburn Associates, INC	267969	20-Safety Signs "Rough Road & Uneven Road" for	Paid by EFT # 30886	08/27/2019	08/27/2019	##	09/06/2019	467.32	
							Account 52210 - Institutional Supplies Totals	Invoice 2	\$494.06
							Program 200000 - Main Totals	Invoice 2	\$494.06
							Department 20 - Street Totals	Invoice 2	\$494.06
							Fund 456 - MVH Restricted Totals	Invoice 2	\$494.06
Fund 601 - Cum Cap Development(\$2391)									



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Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street, Alley, and Sewer Material

19278 - Milestone Contractors, LP 125863

20-surface-patching-4.30 tons-8/1/19 Paid by EFT # 08/27/2019 08/27/2019 ## 09/06/2019 184.26

Account 52330 - Street, Alley, and Sewer Material Totals Invoice 1 \$184.26

Account 54310 - Improvements Other Than Building

399 - American Structurepoint, INC 119171

13-Signal Timing-On-Call Serv. Contract-6/1- Paid by EFT # 08/27/2019 08/27/2019 ## 09/06/2019 848.84

Account 54310 - Improvements Other Than Building Totals Invoice 1 \$848.84

Program 020000 - Main Totals Invoice 2 \$1,033.10

Department 02 - Public Works Totals Invoice 2 \$1,033.10

Department 13 - Planning

Program 130000 - Main

Account 54110 - Land Purchase

BayBerry Homeowner's Association, INC

ROW BayBerry#1 13-Henderson Street Sidepath Parcel #2

Paid by Check # 08/27/2019 09/06/2019 ## 09/06/2019 1,155.00

BayBerry Homeowner's Association, INC

ROW BayBerry#2 13-Henderson Street Sidepath Parcel #3

Paid by Check # 08/27/2019 09/06/2019 ## 09/06/2019 1,000.00

Account 54110 - Land Purchase Totals Invoice 2 \$2,155.00

Program 130000 - Main Totals Invoice 2 \$2,155.00

Department 13 - Planning Totals Invoice 2 \$2,155.00

Fund 601 - Cum Cap Development(S2391) Totals Invoice 4 \$3,188.10

Fund 730 - Solid Waste (S6401)

Department 16 - Sanitation

Program 160000 - Main

Account 52420 - Other Supplies

248 - Cosner's Ice Company 208002727

16-ice for employees-75 7# bags-8/13/19 Paid by EFT # 08/27/2019 08/27/2019 ## 09/06/2019 112.50

Account 52420 - Other Supplies Totals Invoice 1 \$112.50

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC PWDIVX0819201 9

02-PW Divisions cell phone charges 7/12- Paid by Check # 08/26/2019 08/26/2019 ## 08/26/2019 479.04

Account 53210 - Telephone Totals Invoice 1 \$479.04

Account 53610 - Building Repairs

392 - Koorsen Fire & Security, INC 4846049

19-Sanitation-non emergency serv. call-heat Paid by EFT # 08/27/2019 08/27/2019 ## 09/06/2019 240.00

Account 53610 - Building Repairs Totals Invoice 1 \$240.00

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC 1824019387

16-uniform rental (minus payroll ded)-8/21/19 Paid by EFT # 08/27/2019 08/27/2019 ## 09/06/2019 14.77



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19171 - Aramark Uniform & Career Apparel Group, INC	1824019388	16-mat/towel service-8/21/19	Paid by EFT # 30758	08/27/2019	08/27/2019	##	09/06/2019	32.26	
19171 - Aramark Uniform & Career Apparel Group, INC	1824010680	16-mat/towel service-8/14/19	Paid by EFT # 30758	08/27/2019	08/27/2019	##	09/06/2019	32.26	
19171 - Aramark Uniform & Career Apparel Group, INC	1824010679	16-uniform rental (minus payroll ded)-8/14/19	Paid by EFT # 30758	08/27/2019	08/27/2019	##	09/06/2019	14.77	
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice 4	\$94.06
Account 53950 - Landfill									
52226 - Hoosier Transfer Station-3140	3140-000016525	16-recycling fees - 7/15-7/31/19	Paid by EFT # 30829	08/27/2019	08/27/2019	##	09/06/2019	4,379.73	
52226 - Hoosier Transfer Station-3140	3140-000016516	16-trash disposal fees - 7/15-7/31/19	Paid by EFT # 30829	08/27/2019	08/27/2019	##	09/06/2019	18,115.04	
Account 53950 - Landfill Totals								Invoice 2	\$22,494.77
Program 160000 - Main Totals								Invoice 9	\$23,420.37
Department 16 - Sanitation Totals								Invoice 9	\$23,420.37
Fund 730 - Solid Waste (S6401) Totals								Invoice 9	\$23,420.37
Fund 800 - Risk Management(S0203)									
Department 10 - Legal									
Program 100000 - Main									
Account 52430 - Uniforms and Tools									
1448 - Shoe Carnival, INC	328862	10 shoes SC Koontz 328862	Paid by EFT # 30912	08/27/2019	08/27/2019	##	09/06/2019	84.98	
Account 52430 - Uniforms and Tools Totals								Invoice 1	\$84.98
Account 53130 - Medical									
3096 - Robbie J Turpin	06102019	10 CDL physical 2019 reimbursement turpin	Paid by EFT # 30946	08/27/2019	08/27/2019	##	09/06/2019	90.00	
Account 53130 - Medical Totals								Invoice 1	\$90.00
Account 53210 - Telephone									
13969 - AT&T Mobility II, LLC	RISKX08192019	10-RISK-cell phone charges 7/12-8/11/19	Paid by Check # 70269	08/26/2019	08/26/2019	##	08/26/2019	59.52	
Account 53210 - Telephone Totals								Invoice 1	\$59.52
Account 53420 - Worker's Comp & Risk									
2618 - Southeastern Indiana Health Operations, INC (SIHO)	2019113	10-SIHO- TTD- R. Hash- Invoice- 2019113	Paid by EFT # 30747	08/29/2019	08/29/2019	##	08/29/2019	519.22	
Account 53420 - Worker's Comp & Risk Totals								Invoice 1	\$519.22
Program 100000 - Main Totals								Invoice 4	\$753.72
Department 10 - Legal Totals								Invoice 4	\$753.72
Fund 800 - Risk Management(S0203) Totals								Invoice 4	\$753.72

Fund 801 - Health Insurance Trust
Department 12 - Human Resources



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Program 120000 - Main

Account 53990 - Other Services and Charges

18539 - Life Insurance Company Of North America	July 2019	12-July 2019 LINA	Paid by EFT # 30862	08/27/2019	08/27/2019	##	09/06/2019	4,192.20
17785 - The Howard E. Nyhart Company, INC	0152462	12-Nyhart Admin Fees	Paid by EFT # 30940	08/27/2019	08/27/2019	##	09/06/2019	1,101.10

Account 53990 - Other Services and Charges Totals Invoice 2 \$5,293.30

Account 53990.1201 - Other Services and Charges Health Insurance

17785 - The Howard E. Nyhart Company, INC	August 2019	12-August Wellness Reimbursements	Paid by EFT # 30741	08/27/2019	08/27/2019	##	08/27/2019	5,627.78
17785 - The Howard E. Nyhart Company, INC	082819daily	12 Nyhart ER Contribution 8/28/19 (K	Paid by EFT # 30746	08/28/2019	08/28/2019	##	08/28/2019	92.48

Account 53990.1201 - Other Services and Charges Health Insurance Totals Invoice 2 \$5,720.26

Account 53990.1278 - Other Services and Charges Disability LTD

18539 - Life Insurance Company Of North America	July 2019	12-July 2019 LINA	Paid by EFT # 30862	08/27/2019	08/27/2019	##	09/06/2019	6,751.72
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Account 53990.1278 - Other Services and Charges Disability LTD Totals Invoice 1 \$6,751.72

Program 120000 - Main Totals Invoice 5 \$17,765.28
 Department 12 - Human Resources Totals Invoice 5 \$17,765.28
 Fund 801 - Health Insurance Trust Totals Invoice 5 \$17,765.28

Fund 802 - Fleet Maintenance(S9500)

Department 17 - Fleet Maintenance

Program 170000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	354845305001	17 - stapler, mouse, rulers magnets	Paid by EFT # 30883	08/27/2019	08/27/2019	##	09/06/2019	131.52
53442 - Paragon Micro, INC	879353	17-Logitech Keyboard and Otterbox for iPad Pro	Paid by EFT # 30888	08/27/2019	08/27/2019	##	09/06/2019	353.94

Account 52110 - Office Supplies Totals Invoice 2 \$485.46

Account 52230 - Garage and Motor Supplies

50605 - Bauer Built, INC	360095089	17-tires-21L24 Carlisle R4 14-Ply-(2) & 11R225	Paid by EFT # 30763	08/27/2019	08/27/2019	##	09/06/2019	2,201.29
4693 - Monroe County Tire & Supply, INC	042813	17-#638 tires-LT245/75R17-4	Paid by EFT # 30874	08/27/2019	08/27/2019	##	09/06/2019	713.12
4693 - Monroe County Tire & Supply, INC	042881	17-stock tires-255/70R22.5-6' year	Paid by EFT # 30874	08/27/2019	08/27/2019	##	09/06/2019	615.56

Account 52230 - Garage and Motor Supplies Totals Invoice 3 \$3,529.97

Account 52240 - Fuel and Oil

3458 - Heritage Petroleum, LLC	353040	17-#340 tellus 46 oil-8/9/19	Paid by EFT # 30826	08/27/2019	08/27/2019	##	09/06/2019	78.75
349 - White River Cooperative, INC	5711202	17-fuel-87 regular-8,309 gallons-, fet unleaded,	Paid by EFT # 30963	08/27/2019	08/27/2019	##	09/06/2019	18,622.96



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349 - White River Cooperative, INC	5711318	17-fuel-PDX4 on road B20-7,132 gallons-, state	Paid by EFT # 30963	08/27/2019	08/27/2019	##	09/06/2019	16,945.63
Account 52240 - Fuel and Oil Totals Invoice 3								\$35,647.34
Account 52320 - Motor Vehicle Repair								
4336 - American Eagle Auto Glass of Terre Haute, INC	TH0084786	17-#957 windshield and installation-parts-inc.	Paid by EFT # 30754	08/27/2019	08/27/2019	##	09/06/2019	170.00
244 - Bloomington Ford, INC	5066562	17 - #211 friction modifier-8/14/19	Paid by EFT # 30773	08/27/2019	08/27/2019	##	09/06/2019	5.77
244 - Bloomington Ford, INC	5066566	17-#211 spark plugs and boots-8/14/19	Paid by EFT # 30773	08/27/2019	08/27/2019	##	09/06/2019	72.78
244 - Bloomington Ford, INC	5066420	17-#124 blower motor, resistor-8/2/19	Paid by EFT # 30773	08/27/2019	08/27/2019	##	09/06/2019	170.39
244 - Bloomington Ford, INC	6167613/1	17-#1701 repair trunk lid from attachments-	Paid by EFT # 30773	08/27/2019	08/27/2019	##	09/06/2019	154.00
244 - Bloomington Ford, INC	5066342	17-#146 spark plugs, gaskets and boots-	Paid by EFT # 30773	08/27/2019	08/27/2019	##	09/06/2019	70.00
244 - Bloomington Ford, INC	5066503	17-#p134/stock-radiator-8/9/19	Paid by EFT # 30773	08/27/2019	08/27/2019	##	09/06/2019	160.50
244 - Bloomington Ford, INC	5066502	17-#p134/stock-swaybar links/bushings/nuts-	Paid by EFT # 30773	08/27/2019	08/27/2019	##	09/06/2019	183.42
244 - Bloomington Ford, INC	5066644	17-#p134/stock purge valves	Paid by EFT # 30773	08/27/2019	08/27/2019	##	09/06/2019	155.48
244 - Bloomington Ford, INC	5065826	17-credit	Paid by EFT # 30773	08/27/2019	08/27/2019	##	09/06/2019	(2.00)
244 - Bloomington Ford, INC	5065827	17-#p131 spark plugs, boots and switch	Paid by EFT # 30773	08/27/2019	08/27/2019	##	09/06/2019	119.16
244 - Bloomington Ford, INC	5065842	17-credit return-warrantied part-wiper-re:	Paid by EFT # 30773	08/27/2019	08/27/2019	##	09/06/2019	(49.16)
4335 - Circle Distributing, INC	03LY5664	17-#409 coils and boots-8/14/19	Paid by EFT # 30783	08/27/2019	08/27/2019	##	09/06/2019	417.44
4335 - Circle Distributing, INC	03LY1297	17-stock filters-8/6/19	Paid by EFT # 30783	08/27/2019	08/27/2019	##	09/06/2019	65.88
4335 - Circle Distributing, INC	03LY2671	17-#681 wastegate solenoid-8/8/19	Paid by EFT # 30783	08/27/2019	08/27/2019	##	09/06/2019	31.27
4335 - Circle Distributing, INC	03LY2719	17-#681 boost pressure sensor-8/8/19	Paid by EFT # 30783	08/27/2019	08/27/2019	##	09/06/2019	63.99
4335 - Circle Distributing, INC	03LW3264-C	17-core credit-order date 7/2/19	Paid by EFT # 30783	08/27/2019	08/27/2019	##	09/06/2019	(75.00)
4335 - Circle Distributing, INC	03LY8847	17-stock filters	Paid by EFT # 30783	08/27/2019	08/27/2019	##	09/06/2019	46.92
4335 - Circle Distributing, INC	03LY9267	17-#244 blower motor resistor and pigtail	Paid by EFT # 30783	08/27/2019	08/27/2019	##	09/06/2019	140.21
4335 - Circle Distributing, INC	03LY8646	17-stock brake pads and rotors	Paid by EFT # 30783	08/27/2019	08/27/2019	##	09/06/2019	241.14



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4335 - Circle Distributing, INC	03LY9389	17-#p138 brake rotors/stock brake rotors	Paid by EFT # 30783	08/27/2019	08/27/2019	##	09/06/2019	584.46
4335 - Circle Distributing, INC	03LY3825	17-#621 belt tensioner	Paid by EFT # 30783	08/27/2019	08/27/2019	##	09/06/2019	70.25
4335 - Circle Distributing, INC	03LY3889	17 - Stock - Brake pads and rotors for BPD	Paid by EFT # 30783	08/27/2019	08/27/2019	##	09/06/2019	558.10
5792 - Clark Truck Equipment Co., INC	54564	17-#429 henderson cylinder-6/12/19	Paid by EFT # 30785	08/27/2019	08/27/2019	##	09/06/2019	3,356.00
5792 - Clark Truck Equipment Co., INC	54627	17-#845 relief valve, hyd valve	Paid by EFT # 30785	08/27/2019	08/27/2019	##	09/06/2019	90.00
21104 - Cummins Crosspoint, LLC	N8-24269	17-#550 water pump and gasket	Paid by EFT # 30794	08/27/2019	08/27/2019	##	09/06/2019	198.70
21104 - Cummins Crosspoint, LLC	N8-25141	17-#959 egr diff pressure sensor	Paid by EFT # 30794	08/27/2019	08/27/2019	##	09/06/2019	139.98
594 - Curry Auto Center, INC	5088676	17-#621 crankshaft pulley-8/9/19	Paid by EFT # 30795	08/27/2019	08/27/2019	##	09/06/2019	128.97
594 - Curry Auto Center, INC	5088677	17-#681 oil cooler lines-8/9/19	Paid by EFT # 30795	08/27/2019	08/27/2019	##	09/06/2019	266.38
4044 - Industrial Hydraulics, INC	0407978-IN	17-stock couplers-8/1/19	Paid by EFT # 30841	08/27/2019	08/27/2019	##	09/06/2019	181.35
4044 - Industrial Hydraulics, INC	0407883-IN	17-stock couplers-7/25/19	Paid by EFT # 30841	08/27/2019	08/27/2019	##	09/06/2019	257.63
11672 - Jack Doheny Companies, INC	C28526	17-#464 magnetic port plugs	Paid by EFT # 30847	08/27/2019	08/27/2019	##	09/06/2019	59.19
4439 - JX Enterprises, INC	27102412P	17-#951 heater resistor	Paid by EFT # 30850	08/27/2019	08/27/2019	##	09/06/2019	19.99
4474 - Ken's Westside Service & Towing, LLC	19-0801-31015	17-towing services-2002 Chevy Silverado 2500-	Paid by EFT # 30852	08/27/2019	08/27/2019	##	09/06/2019	75.00
4474 - Ken's Westside Service & Towing, LLC	19-0813-31489	17-towing-2008 Ford Ranger-8/13/19	Paid by EFT # 30852	08/27/2019	08/27/2019	##	09/06/2019	50.00
5260 - M&K Holding CO. (M&K Quality Truck Sales)	390653IN	17-#958 marker lights	Paid by Check # 70295	08/27/2019	08/27/2019	##	09/06/2019	108.30
5260 - M&K Holding CO. (M&K Quality Truck Sales)	CM377124IN	17-parts credit-mirror	Paid by Check # 70295	08/27/2019	08/27/2019	##	09/06/2019	(68.91)
5260 - M&K Holding CO. (M&K Quality Truck Sales)	61940IN	17-#961 repair air switch, speed gov on r/s	Paid by Check # 70295	08/27/2019	08/27/2019	##	09/06/2019	235.98
2974 - MacAllister Machinery Co, INC	P1708964	17-#646 tracks-8/5/19	Paid by EFT # 30865	08/27/2019	08/27/2019	##	09/06/2019	3,102.92
2974 - MacAllister Machinery Co, INC	P1708920	17-#646 alternator-8/5/19	Paid by EFT # 30865	08/27/2019	08/27/2019	##	09/06/2019	402.26
680 - NCH Corporation- Partsmaster	23436255	17-stock-washers, capscrew metric, lock	Paid by EFT # 30878	08/27/2019	08/27/2019	##	09/06/2019	624.17
680 - NCH Corporation- Partsmaster	23441797	17-cable tie black 50lb	Paid by EFT # 30878	08/27/2019	08/27/2019	##	09/06/2019	98.03
680 - NCH Corporation- Partsmaster	23446967	17-washers, cap screws, nut locks	Paid by EFT # 30878	08/27/2019	08/27/2019	##	09/06/2019	259.45



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786 - Richard's Small Engine, INC	356012	17-#475 spindle	Paid by EFT # 30902	08/27/2019	08/27/2019	##	09/06/2019	120.31
19681 - Southeastern Equipment Co, INC	C49971	17-#459 water filter	Paid by EFT # 30919	08/27/2019	08/27/2019	##	09/06/2019	196.33
19681 - Southeastern Equipment Co, INC	C49370	17 #459 Steering Indicator	Paid by EFT # 30919	08/27/2019	08/27/2019	##	09/06/2019	1,514.31
4139 - Temco Machinery, INC (Global Emergency Products)	AG70770	17-#331 side door-6/19/19	Paid by EFT # 30936	08/27/2019	08/27/2019	##	09/06/2019	1,265.75
4141 - Tennant Sales & Service Company	916443634	17-#206 squeegee, neo skirts .18 & .06-7/23/19	Paid by EFT # 30937	08/27/2019	08/27/2019	##	09/06/2019	174.70
4141 - Tennant Sales & Service Company	916438734	17-brush assy disk & SCB-squeegee blades-7/22/19	Paid by EFT # 30937	08/27/2019	08/27/2019	##	09/06/2019	1,068.67
6216 - Terminal Supply, INC	58062-00	17-stock-drill bits, cable ties, shrink quick	Paid by EFT # 30938	08/27/2019	08/27/2019	##	09/06/2019	378.37
950 - Tri-State Bearing Co, INC	1112611-00	017-#681 roller bearings-8/6/19	Paid by EFT # 30943	08/27/2019	08/27/2019	##	09/06/2019	74.04
622 - Truck Country of Indiana, INC (Stoops Freightliner	X301441619:01	17-#4211 engine fan and serp belt-8/8/19	Paid by EFT # 30944	08/27/2019	08/27/2019	##	09/06/2019	182.09
622 - Truck Country of Indiana, INC (Stoops Freightliner	X301443421:01	17-#779 water sensor kit w/out lite	Paid by EFT # 30944	08/27/2019	08/27/2019	##	09/06/2019	40.33
4606 - Truck Service, INC	I264345	17-#335 low pressure line	Paid by EFT # 30945	08/27/2019	08/27/2019	##	09/06/2019	210.11
2096 - West Side Tractor Sales CO.	B26628	17-filter return credit-4/24/18	Paid by EFT # 30961	08/27/2019	08/27/2019	##	09/06/2019	(40.44)
2096 - West Side Tractor Sales CO.	009823	17-#648 injector replacement w/labor-	Paid by EFT # 30961	08/27/2019	08/27/2019	##	09/06/2019	81.20
2096 - West Side Tractor Sales CO.	B32402	17-#669 snap ring, plate and bolt	Paid by EFT # 30961	08/27/2019	08/27/2019	##	09/06/2019	214.50
2096 - West Side Tractor Sales CO.	B32403	17-#625 bracket and hose clamp	Paid by EFT # 30961	08/27/2019	08/27/2019	##	09/06/2019	98.75
2096 - West Side Tractor Sales CO.	B32420	17-#457 blower switch and resistor	Paid by EFT # 30961	08/27/2019	08/27/2019	##	09/06/2019	148.56
2096 - West Side Tractor Sales CO.	B32356	17-#457 filters	Paid by EFT # 30961	08/27/2019	08/27/2019	##	09/06/2019	96.29
2096 - West Side Tractor Sales CO.	B32335	17-#625 fuel filters, oil filters and seal	Paid by EFT # 30961	08/27/2019	08/27/2019	##	09/06/2019	121.93
2096 - West Side Tractor Sales CO.	B32333	17-credit return-bracket	Paid by EFT # 30961	08/27/2019	08/27/2019	##	09/06/2019	(83.17)
							Account 52320 - Motor Vehicle Repair Totals Invoice 62	\$18,803.02
Account 52420 - Other Supplies								
409 - Black Lumber Co. INC	412871	17-shop supplies-9" 8T carbide steel demon 3pk	Paid by EFT # 30769	08/27/2019	08/27/2019	##	09/06/2019	39.99
313 - Fastenal Company	INBLM213945	17 - Shop supplies cleaning scrup wipes for	Paid by EFT # 30809	08/27/2019	08/27/2019	##	09/06/2019	7.54



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177 - Indiana Oxygen Company, INC	9302032	17-fill of 8 33lb propane cylinders-8/9/19	Paid by EFT # 30838	08/27/2019	08/27/2019	##	09/06/2019	186.24
3286 - Peacetree, INC (PEI Maintenance)	3493	17 - Safety breakaways for fuel pumps	Paid by EFT # 30890	08/27/2019	08/27/2019	##	09/06/2019	100.80
Account 52420 - Other Supplies Totals Invoice 4								<u>\$334.57</u>
Account 53210 - Telephone								
13969 - AT&T Mobility II, LLC	PWDIVX08192019	02-PW Divisions cell phone charges 7/12-	Paid by Check # 70275	08/26/2019	08/26/2019	##	08/26/2019	41.68
Account 53210 - Telephone Totals Invoice 1								<u>\$41.68</u>
Account 53620 - Motor Repairs								
4336 - American Eagle Auto Glass of Terre Haute, INC	TH0084786	17-#957 windshield and installation-parts-inc.	Paid by EFT # 30754	08/27/2019	08/27/2019	##	09/06/2019	20.00
244 - Bloomington Ford, INC	6167613/1	17-#1701 repair trunk lid from attachments-	Paid by EFT # 30773	08/27/2019	08/27/2019	##	09/06/2019	660.00
244 - Bloomington Ford, INC	6166335/1	17 - #128 OSL trans power flush	Paid by EFT # 30773	08/27/2019	08/27/2019	##	09/06/2019	211.79
4250 - Bob Jones Radiator	109932	17-#4211 clean radiator-8/12/19	Paid by Check # 70283	08/27/2019	08/27/2019	##	09/06/2019	60.00
5260 - M&K Holding CO. (M&K Quality Truck Sales)	61940IN	17-#961 repair air switch, speed gov on r/s	Paid by Check # 70295	08/27/2019	08/27/2019	##	09/06/2019	373.31
2096 - West Side Tractor Sales CO.	009823	17-#648 injector replacement w/labor-	Paid by EFT # 30961	08/27/2019	08/27/2019	##	09/06/2019	65.00
6476 - Samuel D Wray (Wray Automotive)	1763	17-alignment service-BPD car #134-8/13/19	Paid by EFT # 30967	08/27/2019	08/27/2019	##	09/06/2019	50.00
Account 53620 - Motor Repairs Totals Invoice 7								<u>\$1,440.10</u>
Account 53650 - Other Repairs								
3286 - Peacetree, INC (PEI Maintenance)	3490	17 - repairs to spill bucket lid on tank #1	Paid by EFT # 30890	08/27/2019	08/27/2019	##	09/06/2019	674.71
Account 53650 - Other Repairs Totals Invoice 1								<u>\$674.71</u>
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	1824019395	17-mat/towel service-8/21/19	Paid by EFT # 30758	08/27/2019	08/27/2019	##	09/06/2019	71.38
19171 - Aramark Uniform & Career Apparel Group, INC	1824010688	17-uniform rental (minus payroll ded)-8/14/19	Paid by EFT # 30758	08/27/2019	08/27/2019	##	09/06/2019	16.75
19171 - Aramark Uniform & Career Apparel Group, INC	1824010687	17-mat/towel service-8/14/19	Paid by EFT # 30758	08/27/2019	08/27/2019	##	09/06/2019	70.34
19171 - Aramark Uniform & Career Apparel Group, INC	1824019396	17-uniform rental (minus payroll ded)-8/21/19	Paid by EFT # 30758	08/27/2019	08/27/2019	##	09/06/2019	16.75
Account 53920 - Laundry and Other Sanitation Services Totals Invoice 4								<u>\$175.22</u>
Program 170000 - Main Totals Invoice 87								<u>\$61,132.07</u>
Department 17 - Fleet Maintenance Totals Invoice 87								<u>\$61,132.07</u>
Fund 802 - Fleet Maintenance(\$9500) Totals Invoice 87								<u>\$61,132.07</u>



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

Account 47090.1282 - Employee Contributions Section 125 - DDC- Util

17785 - The Howard E. Nyhart Company, INC	082719 Daily	12-FSA Unreimbursed	Paid by EFT #	08/27/2019	08/27/2019	##	08/27/2019	1,032.00	
		DDC City//UTIL Med City	30739						
Account 47090.1282 - Employee Contributions Section 125 - DDC- Util Totals								Invoice 1	\$1,032.00

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

17785 - The Howard E. Nyhart Company, INC	082319daily	12-City/Util URM	Paid by EFT #	08/26/2019	08/26/2019	##	08/26/2019	288.91	
			30736						
17785 - The Howard E. Nyhart Company, INC	082519daily	12-City URM	Paid by EFT #	08/26/2019	08/26/2019	##	08/26/2019	372.17	
			30737						
17785 - The Howard E. Nyhart Company, INC	082419daily	12-City URM	Paid by EFT #	08/26/2019	08/26/2019	##	08/26/2019	56.63	
			30738						
17785 - The Howard E. Nyhart Company, INC	082719 Daily	12-FSA Unreimbursed	Paid by EFT #	08/27/2019	08/27/2019	##	08/27/2019	209.00	
		DDC City//UTIL Med City	30739						
17785 - The Howard E. Nyhart Company, INC	082619daily	12-FSA Unreimbursed	Paid by EFT #	08/27/2019	08/27/2019	##	08/27/2019	170.31	
		Medical City	30740						
17785 - The Howard E. Nyhart Company, INC	082719daily	12-FSA Unreimbursed	Paid by EFT #	08/28/2019	08/28/2019	##	08/28/2019	115.00	
		Medical City	30745						
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals								Invoice 6	\$1,212.02

Account 53990.1272 - Other Services and Charges Section 125 - DDC- City

17785 - The Howard E. Nyhart Company, INC	082719 Daily	12-FSA Unreimbursed	Paid by EFT #	08/27/2019	08/27/2019	##	08/27/2019	20.00	
		DDC City//UTIL Med City	30739						
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals								Invoice 1	\$20.00

Account 53990.1273 - Other Services and Charges Term Life

18539 - Life Insurance Company Of North America	July 2019	12-July 2019 LINA	Paid by EFT #	08/27/2019	08/27/2019	##	09/06/2019	14,656.84	
		\$34,716.24	30862						
Account 53990.1273 - Other Services and Charges Term Life Totals								Invoice 1	\$14,656.84

Account 53990.1277 - Other Services and Charges Disability STD

18539 - Life Insurance Company Of North America	July 2019	12-July 2019 LINA	Paid by EFT #	08/27/2019	08/27/2019	##	09/06/2019	9,115.48	
		\$34,716.24	30862						
Account 53990.1277 - Other Services and Charges Disability STD Totals								Invoice 1	\$9,115.48

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

17785 - The Howard E. Nyhart Company, INC	082319daily	12-City/Util URM	Paid by EFT #	08/26/2019	08/26/2019	##	08/26/2019	75.62	
			30736						
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals								Invoice 1	\$75.62

Program 120000 - Main Totals Invoice 11 \$26,111.96

Department 12 - Human Resources Totals Invoice 11 \$26,111.96

Fund 804 - Insurance Voluntary Trust Totals Invoice 11 \$26,111.96

Fund 978 - City 2016 GO Bond Proceeds
 Department 06 - Controller's Office



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Program 06016A - 2016 A Signal Modernization

Account 54510 - Other Capital Outlays

20 - Lochmueller Group, INC	907582	13-17th & Dunn Intersection Imp-serv.	Paid by EFT # 30863	08/27/2019	08/27/2019	##	09/06/2019	12,614.79	
							Account 54510 - Other Capital Outlays Totals	Invoice 1	\$12,614.79
							Program 06016A - 2016 A Signal Modernization Totals	Invoice 1	\$12,614.79

Program 06016B - 2016 B Ped/Signal/Intersection

Account 54510 - Other Capital Outlays

1959 - Clark Dietz INC	426170	13-3rd & Indiana_Signal Proj-6/1-6/28/19	Paid by Check # 70287	08/27/2019	08/27/2019	##	09/06/2019	2,250.80	
							Account 54510 - Other Capital Outlays Totals	Invoice 1	\$2,250.80
							Program 06016B - 2016 B Ped/Signal/Intersection Totals	Invoice 1	\$2,250.80

Program 06016D - 2016 D Multi Use Paths

Account 54310 - Improvements Other Than Building

7059 - Eagle Ridge Civil Engineering Services, LLC	153-19	13-Rogers Road Sidepath-Inv. date 8/9/19	Paid by EFT # 30800	08/27/2019	08/27/2019	##	09/06/2019	4,919.05	
7059 - Eagle Ridge Civil Engineering Services, LLC	154-21	13-Winslow Avenue Sidepath-Inv. date	Paid by EFT # 30800	08/27/2019	08/27/2019	##	09/06/2019	4,862.45	
7059 - Eagle Ridge Civil Engineering Services, LLC	155-19	13-Henderson Street Sidepath-Inv. date	Paid by EFT # 30800	08/27/2019	08/27/2019	##	09/06/2019	10,856.75	
							Account 54310 - Improvements Other Than Building Totals	Invoice 3	\$20,638.25
							Program 06016D - 2016 D Multi Use Paths Totals	Invoice 3	\$20,638.25

Program 06016H - 2016 H Exhaust Removl/Guard Rail

Account 54510 - Other Capital Outlays

10081 - Strand Associates, INC	0151167	13-Guardrail Assessment - City wide-6/1-6/30/19	Paid by EFT # 30930	08/27/2019	08/27/2019	##	09/06/2019	3,640.00	
							Account 54510 - Other Capital Outlays Totals	Invoice 1	\$3,640.00
							Program 06016H - 2016 H Exhaust Removl/Guard Rail Totals	Invoice 1	\$3,640.00
							Department 06 - Controller's Office Totals	Invoice 6	\$39,143.84
							Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 6	\$39,143.84
							Grand Totals	Invoice 314	\$607,342.80



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 730 - Solid Waste (S6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 43370 - Other Sales										
204 - State Of Indiana										
	Sales Tax July19	18-Sales Tax July 2019	Paid by EFT # 30729		08/20/2019	08/20/2019	08/20/2019		08/20/2019	86.55
					Account 43370 - Other Sales Totals			Invoice Transactions 1		<u>\$86.55</u>
					Program 160000 - Main Totals			Invoice Transactions 1		<u>\$86.55</u>
					Department 16 - Sanitation Totals			Invoice Transactions 1		<u>\$86.55</u>
					Fund 730 - Solid Waste (S6401) Totals			Invoice Transactions 1		<u>\$86.55</u>
					Grand Totals			Invoice Transactions 1		<u><u>\$86.55</u></u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (50101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 52210 - Institutional Supplies										
4574 - John Deere Financial (Rural King)	L87883	01-litter-55 40lb bags-pellet bedding-7/9/19	Paid by Check # 70257		08/21/2019	08/21/2019	08/21/2019		08/21/2019	274.45
4574 - John Deere Financial (Rural King)	F60990	01-litter-12 40lb bags pellet bedding-7/26/19	Paid by Check # 70257		08/21/2019	08/21/2019	08/21/2019		08/21/2019	59.88
4574 - John Deere Financial (Rural King)	F65461	01-litter-10 40lb bags pellet bedding-7/30/19	Paid by Check # 70257		08/21/2019	08/21/2019	08/21/2019		08/21/2019	49.90
4574 - John Deere Financial (Rural King)	F57494	01-litter-12 40lb bags pellet bedding-7/23/19	Paid by Check # 70257		08/21/2019	08/21/2019	08/21/2019		08/21/2019	59.88
4574 - John Deere Financial (Rural King)	F67426	01-litter-12 40lb bags pellet bedding-8/1/19	Paid by Check # 70257		08/21/2019	08/21/2019	08/21/2019		08/21/2019	59.88
4574 - John Deere Financial (Rural King)	F72638	01-litter-10 40lb bags pellet bedding-8/5/19	Paid by Check # 70257		08/21/2019	08/21/2019	08/21/2019		08/21/2019	49.90
4574 - John Deere Financial (Rural King)	F73663	01-litter-10 40lb bags pellet bedding-8/6/19	Paid by Check # 70257		08/21/2019	08/21/2019	08/21/2019		08/21/2019	49.90
4549 - Kroger Limited Partnership I	322101	01-plates, cups, ice	Paid by Check # 70258		08/21/2019	08/21/2019	08/21/2019		08/21/2019	25.16
4549 - Kroger Limited Partnership I	376577	01-pineapple juice for medication	Paid by Check # 70258		08/21/2019	08/21/2019	08/21/2019		08/21/2019	3.19
Account 52210 - Institutional Supplies Totals								Invoice Transactions 9		\$632.14
Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM-081419	19-CH/off site facilities-electric summary bill-	Paid by Check # 70254		08/21/2019	08/21/2019	08/21/2019		08/21/2019	1,825.43
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$1,825.43
Program 010000 - Main Totals								Invoice Transactions 10		\$2,457.57
Department 01 - Animal Shelter Totals								Invoice Transactions 10		\$2,457.57
Department 02 - Public Works										
Program 020000 - Main										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
3472 - Lucty, INC		02-Registration fees Nete Nickel & JD Boruff	Paid by EFT # 30733		08/21/2019	08/21/2019	08/21/2019		08/21/2019	1,600.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals								Invoice Transactions 1		\$1,600.00
Program 020000 - Main Totals								Invoice Transactions 1		\$1,600.00
Department 02 - Public Works Totals								Invoice Transactions 1		\$1,600.00
Department 09 - CFRD										
Program 090000 - Main										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	343280	09-Youth Participatory Budget--refreshments	Paid by Check # 70258		08/21/2019	08/21/2019	08/21/2019		08/21/2019	59.00
4549 - Kroger Limited Partnership I	346187	09-Youth Participatory Budget--refreshments	Paid by Check # 70258		08/21/2019	08/21/2019	08/21/2019		08/21/2019	16.49
Account 52420 - Other Supplies Totals								Invoice Transactions 2		\$75.49
Program 090000 - Main Totals								Invoice Transactions 2		\$75.49
Department 09 - CFRD Totals								Invoice Transactions 2		\$75.49
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 53960 - Grants										
4549 - Kroger Limited Partnership I	213640	11-refreshments for Market mediated	Paid by Check # 70258		08/21/2019	08/21/2019	08/21/2019		08/21/2019	54.29
Account 53960 - Grants Totals								Invoice Transactions 1		\$54.29
Program 110000 - Main Totals								Invoice Transactions 1		\$54.29
Department 11 - Mayor's Office Totals								Invoice Transactions 1		\$54.29
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM-081419	19-CH/off site facilities-electric summary bill-	Paid by Check # 70254		08/21/2019	08/21/2019	08/21/2019		08/21/2019	7,298.85
Account 53510 - Electrical Services Totals								Invoice Transactions 1		\$7,298.85
Program 190000 - Main Totals								Invoice Transactions 1		\$7,298.85
Department 19 - Facilities Maintenance Totals								Invoice Transactions 1		\$7,298.85
Department 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
1079 - AT&T	849494015-80919	28-CH/off site facilities-long distance charges-	Paid by Check # 70243		08/21/2019	08/21/2019	08/21/2019		08/21/2019	333.28
Account 53210 - Telephone Totals								Invoice Transactions 1		\$333.28
Program 280000 - Main Totals								Invoice Transactions 1		\$333.28
Department 28 - ITS Totals								Invoice Transactions 1		\$333.28
Fund 101 - General Fund (50101) Totals								Invoice Transactions 16		\$11,819.48
Fund 312 - Community Services										
Department 09 - CFRD										
Program 090004 - Com Serv- Accessibility										
Account 53990 - Other Services and Charges										
4549 - Kroger Limited Partnership I	138227	09-29th Anniversary of ADA Celebration--balloon	Paid by Check # 70258		08/21/2019	08/21/2019	08/21/2019		08/21/2019	22.50
4549 - Kroger Limited Partnership I	139918	09-29th Anniversary of ADA Celebration--balloon	Paid by Check # 70258		08/21/2019	08/21/2019	08/21/2019		08/21/2019	37.03
Account 53990 - Other Services and Charges Totals								Invoice Transactions 2		\$59.53
Program 090004 - Com Serv- Accessibility Totals								Invoice Transactions 2		\$59.53
Department 09 - CFRD Totals								Invoice Transactions 2		\$59.53
Fund 312 - Community Services Totals								Invoice Transactions 2		\$59.53
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										



Board of Public Works Claim Register

Invoice Date Range 08/21/19 - 08/21/19

4170 - Comcast Cable Communications, INC	3940NKNSR-080819	25-3940 N Kinsler-Internet Service 8-21-19	Paid by Check # 70251	08/21/2019	08/21/2019	08/21/2019	08/21/2019	117.99
				Account 53150 - Communications Contract Totals		Invoice Transactions 1		\$117.99
				Program 256000 - Services Totals		Invoice Transactions 1		\$117.99
				Department 25 - Telecommunications Totals		Invoice Transactions 1		\$117.99
				Fund 401 - Non-Reverting Telecom (\$1146) Totals		Invoice Transactions 1		\$117.99
Fund 450 - Local Road and Street(\$0706)								
Department 20 - Street								
Program 200000 - Main								
Account 53520 - Street Lights / Traffic Signals								
223 - Duke Energy	79103921010-8/19	02-Walnut Grove-street light usage-bill date	Paid by Check # 70252	08/21/2019	08/21/2019	08/21/2019	08/21/2019	30.65
223 - Duke Energy	STLGHTSUM-80619	02-Street Light Summary Electric bill-08/06/2019	Paid by Check # 70253	08/21/2019	08/21/2019	08/21/2019	08/21/2019	35,311.92
				Account 53520 - Street Lights / Traffic Signals Totals		Invoice Transactions 2		\$35,342.57
				Program 200000 - Main Totals		Invoice Transactions 2		\$35,342.57
				Department 20 - Street Totals		Invoice Transactions 2		\$35,342.57
				Fund 450 - Local Road and Street(\$0706) Totals		Invoice Transactions 2		\$35,342.57
Fund 451 - Motor Vehicle Highway(\$0708)								
Department 20 - Street								
Program 200000 - Main								
Account 53510 - Electrical Services								
223 - Duke Energy	FACSUM-081419	19-CH/off site facilities- electric summary bill-	Paid by Check # 70254	08/21/2019	08/21/2019	08/21/2019	08/21/2019	413.45
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$413.45
				Program 200000 - Main Totals		Invoice Transactions 1		\$413.45
				Department 20 - Street Totals		Invoice Transactions 1		\$413.45
				Fund 451 - Motor Vehicle Highway(\$0708) Totals		Invoice Transactions 1		\$413.45
Fund 452 - Parking Facilities(\$9502)								
Department 26 - Parking								
Program 260000 - Main								
Account 53510 - Electrical Services								
223 - Duke Energy	FACSUM-081419	19-CH/off site facilities- electric summary bill-	Paid by Check # 70254	08/21/2019	08/21/2019	08/21/2019	08/21/2019	3,026.97
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$3,026.97
				Program 260000 - Main Totals		Invoice Transactions 1		\$3,026.97
				Department 26 - Parking Totals		Invoice Transactions 1		\$3,026.97
				Fund 452 - Parking Facilities(\$9502) Totals		Invoice Transactions 1		\$3,026.97
Fund 730 - Solid Waste (\$6401)								
Department 16 - Sanitation								
Program 160000 - Main								
Account 52420 - Other Supplies								
4574 - John Deere Financial (Rural King)	F43756	16-3 picnic tables for breakroom-7/11/19	Paid by Check # 70257	08/21/2019	08/21/2019	08/21/2019	08/21/2019	359.79
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$359.79
Account 53510 - Electrical Services								
223 - Duke Energy	FACSUM-081419	19-CH/off site facilities- electric summary bill-	Paid by Check # 70254	08/21/2019	08/21/2019	08/21/2019	08/21/2019	116.43
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		\$116.43
				Program 160000 - Main Totals		Invoice Transactions 2		\$476.22
				Department 16 - Sanitation Totals		Invoice Transactions 2		\$476.22
				Fund 730 - Solid Waste (\$6401) Totals		Invoice Transactions 2		\$476.22
Fund 802 - Fleet Maintenance(\$9500)								
Department 17 - Fleet Maintenance								
Program 170000 - Main								
Account 53510 - Electrical Services								
223 - Duke Energy	FACSUM-081419	19-CH/off site facilities- electric summary bill-	Paid by Check # 70254	08/21/2019	08/21/2019	08/21/2019	08/21/2019	(84.36)
				Account 53510 - Electrical Services Totals		Invoice Transactions 1		(\$84.36)
				Program 170000 - Main Totals		Invoice Transactions 1		(\$84.36)
				Department 17 - Fleet Maintenance Totals		Invoice Transactions 1		(\$84.36)
				Fund 802 - Fleet Maintenance(\$9500) Totals		Invoice Transactions 1		(\$84.36)
Fund 804 - Insurance Voluntary Trust								
Department 12 - Human Resources								
Program 120000 - Main								
Account 53990.1271 - Other Services and Charges Section 125 - URM- City								
17785 - The Howard E. Nyhart Company, INC	08202019da	12-City/Util URM	Paid by EFT # 30732	08/21/2019	08/21/2019	08/21/2019	08/21/2019	297.23
				Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice Transactions 1		\$297.23
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util								
17785 - The Howard E. Nyhart Company, INC	08202019da	12-City/Util URM	Paid by EFT # 30732	08/21/2019	08/21/2019	08/21/2019	08/21/2019	172.84
				Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice Transactions 1		\$172.84
				Program 120000 - Main Totals		Invoice Transactions 2		\$470.07
				Department 12 - Human Resources Totals		Invoice Transactions 2		\$470.07
				Fund 804 - Insurance Voluntary Trust Totals		Invoice Transactions 2		\$470.07
				Grand Totals		Invoice Transactions 28		\$51,641.92

REGISTER OF SPECIAL CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/6/2019	Bank Fees				607,342.80
8/21/2019	Claims				51,641.92
	Special Utility Claims				
	Month Of Aug HSA/WorkComp/MT & Gym/CIGNA				
8/20/2019	Sales Tax For July 2019				86.55
					<u>659,071.27</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of _____ of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 659,071.27

Dated this 3 **day of** September **year of 20** 19 **.**

Kyla Cox Deckard President

Beth H. Hollingsworth Vice President

Dana Palazzo Secretary

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office _____