

Board of Public Works Meeting
October 29, 2019



**AGENDA
BOARD OF PUBLIC WORKS
OCTOBER 29, 2019**

A Regular Meeting of the Board of Public Work to be held Tuesday, October 29, 2019 at 5:30 p.m., in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. CONSENT AGENDA

1. Approval of Minutes – October 15, 2019
2. Resolution 2019-100: Approve Renewal of Mobile Vendor License to Operate in the Public Right of Way (Wevers Smoke Eaters BBQ LLC Truck #1)
3. Resolution 2019-101: Approve Renewal of Mobil Vendor License to Operate in the Public Right of Way (Pili's Party Taco LLC Truck #1)
4. Approve Addendum #3 to the 2016 Agreement for Purchase and Delivery of Fuel with Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River CO-OP
5. Approval of Payroll

IV. NEW BUSINESS

1. Resolution 2019-102: Approve 1st Annual Freezefest Ice Carving Festival (January 6-12, 2020)
2. Approve Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the 14th Street Sidewalk Project
3. Approve Revised Change Order #1 with Monroe LLC for Mitchell Street Sidewalk Project
4. Approve Change Order #3 with Reed & Sons Construction for W. 17th Street Reconstruction Project
5. Request from Indiana University to Close a Portion of N. Walnut Grove Avenue for North Student Housing Project (November 1, 2019 – August 10, 2021)
6. Approve Addendum #2 with Aztec Engineering Group, Inc. for B-Line Extension Project
7. Approve Change Order #1-6 with Ann-Kriss LLC for Walnut Street Garage Stairwell Project
8. Approve Agreement with IPS for Parking Meter Equipment and Related Services
9. Approve Agreement with Routeware for Sanitation Route Management Software

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

The Board of Public Works meeting was held on Tuesday, October 15, 2019, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Beth H. Hollingsworth
Dana Palazzo

ROLL CALL

City Staff: Christina Smith – Public Works
Michael Large – Public Works
Jacquelyn Moore – City Legal
Mike Rouker – City Legal
Roy Aten – Planning and Transportation
Paul Kehrberg – Planning and Transportation
Matt Smethurst – Planning and Transportation
Russell White – Planning and Transportation
Ryan Daily – Parking Facilities

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

CONSENT AGENDA

1. Approve Minutes 10-1-19
2. Resolution 2019 – 97: Approve Use of Pushcart in the Public Right- of- Way (Big Dawgs LLC)
3. Approve Use of the Public Right- of- Way, 2019 Turkey Trot (Thursday, November 28, 2019)
4. Approve Noise Permit for Oíche Samhna Sponsored by Crimson Clovers Irish Dancers at IU (Thursday, October 31, 2019 8-10pm)
5. Approve Payroll

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

NEW BUSINESS

Mike Rouker, City Legal, presented approval of shared – use motorized scooter operator license application with Neutron Holdings, Inc. d/b/a Lime. See meeting packet for details.

Approve Shared-Use Motorized Scooter Operator License Application with Neutron Holdings, Inc. d/b/a Lime

Public Comment: David VanDeventer, Operations Manager Lime Scooters, asked the board if they had any questions. Hollingsworth asked about the low income availability plan that is being offered. VanDeventer stated that the program allows those who qualify the ability to unlock the scooters for \$0.50, which is 50% off, and then they are charged only \$0.07 a minute to ride, which is 70% off of the normal cost. Hollingsworth asked how individuals would find out about this service. VanDeventer responded that information is located on the company's website. He elaborated that he is working with South Central Community Access Program (SCCAP), to provide the information regarding this program to the public. Hollingsworth expressed concern about the lack of education and how that would be improved. VanDeventer also elaborated on the ability to use an access card available for purchase at CVS for those individuals who do not have access to a smartphone or the app. Palazzo asked about the compliance with applying stickers to the fleet of scooters in the city. VanDeventer stated that the company had ordered stickers referencing that riders must obey all regulations of the road and yield to pedestrians. Palazzo followed up by asking for confirmation of the stickers being placed on the scooter fleet by the end of the week. Hollingsworth inquired about the ability to acquire a helmet. VanDeventer stated that they have helmets available upon request. In addition he stated that they have given more than 500 away at community events over the last year. Cox Deckard asked about how riders could acquire helmets from the company's warehouse location located on the website. VanDeventer stated that individuals who would like a helmet can come to the warehouse during normal business hours. He went on to say that he or one of his staff would be willing to bring a helmet to riders that were unable to get to the warehouse location. Cox Deckard asked about placement at a more centralized location. VanDeventer said he did not want to burden city or university staff with the storage and task of distributing helmets. He went on to say that is why he and his staff are willing to deliver helmets that are requested. Cox Deckard emphasized the importance of educating riders on when and where they could acquire a helmet. VanDeventer agreed and stated he would work with city staff to find a suitable location for helmets. VanDeventer stated that he and staff plan on continuing rider education in conjunction with city sponsored events. VanDeventer also spoke about winterization of the fleet. As winter weather approached they have been determining fleet size and doing continued maintenance. Cox Deckard asked how residents can report issues with scooters. VanDeventer stated the easiest way is to report safety concerns and illegal parking through the app. They can call and report the scooter number to customer service. Finally contacting him directly will ensure he is aware and can contact staff.

Pallazzo made a motion to Approve Shared-Use Motorized Scooter Operator License Application with Neutron Holdings, Inc. d/b/a Lime. Hollingsworth seconded the motion. Motion is passed.

Roy Aten, Planning and Transportation, presented Approval of Change Order #2 for Downtown Curb Ramp Improvements Phase II Project. See meeting packet for details

Approve Change Order #2 for Downtown Curb Ramp Improvements Phase II Project

Hollingsworth made a motion to Approve Change Order #2 for Downtown Curb Ramp Improvements Phase II Project. Palazzo seconded the motion. Motion is passed.

Paul Kehrberg, Planning and Transportation, presented Resolution 2019 – 98: Request from Strauser Construction Co., Inc. to Use Public Right-Of-Way for Placement of POD Storage at 201 S. College Ave. See meeting packet for details.

Resolution 2019 – 98: Approve Request from Strauser Construction Co., Inc. to Use Public Right-Of-Way for Placement of POD Storage at 201 S. College Ave.

Board Comments: Hollingsworth asked for confirmation that the POD would only use one parking space. Kehrberg confirmed that they will only use and pay for one public parking space.

Palazzo made a motion to approve Resolution 2019 – 98: Request from Strauser Construction Co., Inc. to Use Public Right-Of-Way for Placement of POD Storage at 201 S. College Ave. Hollingsworth seconded the motion. Motion is passed.

Paul Kehrberg, Planning and Transportation, presented Request from Duke Energy for Lane and Alley Closure for Installation of New Poles along W. 11th Street. See meeting packet for details.

Approve Request from Duke Energy for Lane and Alley Closure for Installation of New Poles along W. 11th Street

Board Comments: Hollingsworth asked for confirmation that Duke had contacted adjacent property owners regarding the closure. Kehrberg confirmed that Duke was responsible for contacting all adjacent property owners. Palazzo asked for specific details of the location of the work. Kehrberg elaborated that it is the only north south alley between Walnut St. and College Ave.

Hollingsworth made a motion to Approve Request from Duke Energy for Lane and Alley Closure for Installation of New Poles along W. 11th Street. Palazzo seconded the motion. Motion is passed.

Paul Kehrberg, Planning and Transportation, presented Resolution 2019 – 99: Change of Street Name, N. Range Rd. to E. Discovery Pkwy. See meeting packet for details.

Resolution 2019 – 99: Approve Change of Street Name, N. Range Rd. to E. Discovery Pkwy.

Board Comments: Hollingsworth asked for confirmation that the public would have 30 days to comment once approved by the board. Kehrberg confirmed that was correct, the public would have 30 days to comment. He went on to say that the postal service would acknowledge the old address for one calendar year. In addition, Kehrberg stated that he was in communication with emergency services. Cox Deckard asked for clarification of the directional determination for the new road. Kehrberg confirmed that the new road name would be E. Discovery Pkwy., because a majority of the vehicular traffic would be coming from the 46 bypass, which is a north - south road. He confirmed there is potential for future west bound expansion of the road.

Public Comments: Jason Banach, Indiana University Properties, stated that the University supports the City's name change.

Hollingsworth made a motion to approve Resolution 2019 – 99: Approve Change of Street Name, N. Range Rd. to E. Discovery Pkwy. Palazzo seconded the motion. Motion is passed

Russell White, Planning and Transportation, presented the Contract with Tatman, Sims, & Pedigo Corp for Right- of- Way Tree Clearing on E. Rogers Rd. and S. Henderson St. See meeting packet for details.

Approve Contract with Tatman, Sims, & Pedigo Corp for Right- of- Way Tree Clearing on E. Rogers Rd. and S. Henderson St.

Board Comments: Hollingsworth asked if they would be approving lane closures for this project at a later date. White stated this approval was part of the current request. Lane restrictions will be temporary and intermittent to allow equipment to get to the trees that are to be removed. Cox Deckard believed these closures would be able to be done at staff level since they will not exceed the fourteen days. White confirmed that he will communicate with Public Works staff when lane closures are necessary during the 20 days allotted to the project. Palazzo confirmed with staff that the contract was uploaded to the website. Staff confirmed that fact.

Hollingsworth made a motion to Approve Contract with Tatman, Sims, & Pedigo Corp for Right of Way Tree Clearing on E. Rogers Rd. and S. Henderson St. Palazzo seconded the motion. Motion is passed.

Approve Change Order #1, Walnut Street Garage Stairwell Project

Ryan Daily, Parking Garages, presented Change Order #1, Walnut Street Garage Stairwell Project. See meeting packet for details.

Board Comments: Hollingsworth asked how long the stairwell would be closed. Daily stated that they currently plan to have the stairwell open by Thanksgiving.

Hollingsworth made a motion to Approve Change Order #1, Walnut Street Garage Stairwell Project. Palazzo seconded the motion. Motion is passed

Christina Smith, Public Works, presented Agreement for Pavement Milling Services for E. Hillside Drive from S. Walnut Street to S. Highland Avenue. See meeting packet for details.

Agreement for Pavement Milling Services for E. Hillside Drive from S. Walnut Street to S. Highland Avenue

Board Comments: Hollingsworth asked when the work would be completed. Smith stated that upon approval from the board, work would take place the first part of the following week.

Palazzo made a motion to approve Agreement for Pavement Milling Services for E. Hillside Drive from S. Walnut Street to S. Highland Avenue. Hollingsworth seconded the motion. Motion is passed.

Christina Smith, Public Works, presented Approval of Agreement with Kevin Huntley Excavating to Repair Existing Dam at the South Adams & West Tapp Rd Pond. See meeting packet for details.

Approval of Agreement with Kevin Huntley Excavating to Repair Existing Dam at the South Adams & West Tapp Rd Pond

Board Comments: Hollingsworth asked what the timeline for completion was. Smith responded that work would begin immediately if approved.

Hollingsworth made a motion to approve Agreement with Kevin Huntley Excavating to Repair Existing Dam at the South Adams & West Tapp Rd Pond. Palazzo seconded the motion. Motion is passed.

**STAFF REPORTS &
OTHER BUSINESS**

Christina Smith, Public Works, thanked the staff at the Animal Care & Control Shelter. She highlighted current adoptable pet Stout, a two year old mix, who is people friendly and looking for a permanent home. Smith reported that currently the Animal Shelter is caring for 55 dogs and 260 kittens and cats, which includes foster care. In addition, Smith let the public know that Hops for Hounds was a charitable event taking place at Upland Brewery on October 20, 2019. Visit the shelter anytime during business hours and give a pet a forever home.

APPROVAL OF CLAIMS

Palazzo made a motion to approve claims in the amount of \$ 2,552,104.10 Hollingsworth seconded. Motion is passed. Claims are approved.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting adjourned at 6:13 P.M.

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date: October 29, 2019 Attest to:



Board of Public Works Staff Report

Project/Event: Resolution 2019-100 - Mobile Vendor in Right of Way
Petitioner/Representative: Arron Wever, Owner, Wevers Smoke Eaters BBQ LLC
Staff Representative: Laurel Waters
Meeting Date: October 29, 2019

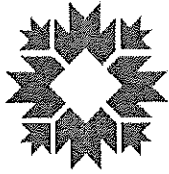
Wevers Smoke Eater BBQ LLC has applied to renew its Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed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

The business will operate from a food truck selling barbecue and beverages.

This application is for one year: November 2, 2019, through November 1, 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"/> 24 Hours	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 7 Days	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 3 Months	<input type="checkbox"/> 6 Months	<input checked="" type="checkbox"/> 1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

2. Applicant Information

Name:	Arron Wever	
Title/Position:	Owner	
Date of Birth:	2-3-71	
Address:	313 Depot St	
City, State, Zip:	Ellettsville IN 47429	
E-Mail Address:	wev726@yahoo.com	
Phone Number:	812-360-7328	Mobile Phone: 812-360-7328

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

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

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

4. Company Information

Name of Employer:	
Address of Employer:	

Weaver's Smoke Paters BBQ LLC

City, State, Zip:	313 Depot St Ellettsville IN 47429		
Employment Start Date:	10-2-12	End Date (If known):	
Phone Number:	812-360-5328		
Website / Email:			
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
Arron Weaver	313 Depot St Ellettsville IN 47429

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

Date of incorporation or organization:	10-2-2012
State of incorporation or organization:	IN
(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

Pulled Pork, Nachos, Baked potatoes, chips, Bristet
 Bottled Drinks Steam Table, Nacho cheese warmer

Combs

Planned hours of operation:

Variety

Place or places where you will conduct business (If private property, attach written permission from property owner):

Food Truck Friday at Technology Park
 various events held by the city as invited

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

Please Attach

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

Yes

No

(If Yes) Provide details

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

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
812.349.3418

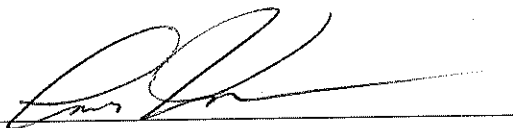
RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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.

Arron Weaver
Name, Printed


Signature

10-18-19
Date Release Signed

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: Arron Weaver

Signature: 

Date: 10-18-19

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

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

Special Event Consent

This letter authorizes Weyers Smoke Barbers B&B, to conduct solicitation
(Name of solicitor)
within one-block radius of the following Special Event: Ford Truck Friday
(Name of Special Event)

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

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

Special Event Representative:

Name: Jordan Davis
Signature: Jordan A. Davis
Date: 10-18-19
Telephone Number: 317-439-3903

Solicitor:

Name: Amy Weyer
Signature: [Signature]
Date: 10-18-19
Telephone Number: 812-360-7328

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: _____

Arroy Weyer

Signature: _____

[Handwritten Signature]

Date: _____

10-18-19

ServSafe

ServSafe® CERTIFICATION

ARRON WEVER

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

12553798

EXAM NUMBER

10439

EXAM FORM NUMBER

7/13/2020

DATE OF EXPIRATION
Local laws apply. Check with your local health department for recertification requirements.

7/13/2020

DATE OF EXPIRATION



#0655

In accordance with Maritime Labor Convention
©2015 National Restaurant Association
National Restaurant Association

The logo and trademarks of the NRAEF.

Contact us with questions at 175 W Jackson Blvd, Ste 1500, Chicago, IL 60604 or ServSafeRestaurant.org

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

RECEIVED 11/15/2013 11:29 AM

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
11/15/2013 11:31 AM

ARTICLES OF AMENDMENT

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

ENTITY NAME

SMOKE EATERS LLC

The name following said transaction will be:
WEVERS SMOKE EATERS BBQ LLC

Creation Date: 10/2/2012

313 DEPOT ROAD, ELLETTSVILLE, IN 47429

REGISTERED OFFICE AND AGENT

ARRON WEVER
313 DEPOT ROAD, ELLETTSVILLE, IN 47429

GENERAL INFORMATION

What is the latest date upon which the entity is to Perpetual
dissolve?:

Who will the entity be managed by?: Members

Effective Date: 11/15/2013

Electronic Signature: ARRON WEVER

Signator's Title: MANAGER

Date of this notice: 10-02-2012

Employer Identification Number:
46-1100942

Form: SS-4

Number of this notice: CP 575 G

SMOKE EATERS
ARRON WEVER SOLE MBR
313 W DEPOT ST
ELLETTSVILLE, IN 47429

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-1100942. 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.
- * 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. Thank you for your cooperation.

State of Indiana
Office of the Secretary of State
CERTIFICATE OF AMENDMENT
of
SMOKE EATERS LLC

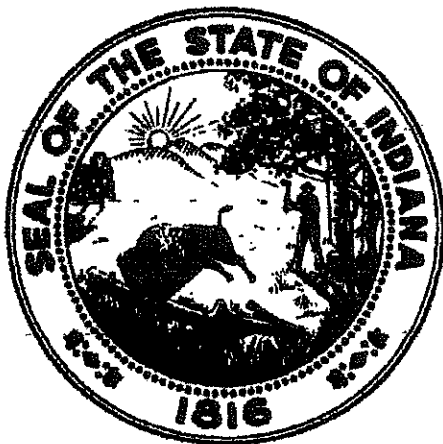
I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above Domestic Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions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

The name following said transaction will be:

WEVERS SMOKE EATERS BBQ LLC

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, November 15, 2013.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 15, 2013



Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

**INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
CORPORATIONS CERTIFIED COPIES**

INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
302 West Washington Street, Room E018
Indianapolis, IN 46204

<http://www.sos.in.gov>

November 25, 2013

Company Requested: WEVERS SMOKE EATERS BBQ LLC
Control Number: 2012100200254

Date	Transaction	# Pages
11/15/2013	Articles of Amendment	2



State of Indiana
Office of the Secretary of State

I hereby certify that this is a true and
complete copy of this 2 page
document filed in this office.

Dated: November 25, 2013
Certification Number: 2013112569405

Connie Lawson

Connie Lawson
Secretary of State

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



WEVER'S SMOKE EATERS BBQ # 1

ARRON WEVER

312 DEPOT ROAD

ELLETTSVILLE, IN 47429

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 26 2019

By Thomas W. Sharpe

PERMIT EXPIRES FEBRUARY 29, 2020

This License Is Not Transferable to Any Other Individual or Location

Retail Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



WEVER'S SMOKE EATERS BBQ - COMMISSARY

ARRON WEVER

312 DEPOT ROAD

ELLETTSVILLE, IN 47429

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 26 2019

By Thomas W. Sharpe

PERMIT EXPIRES FEBRUARY 29, 2020

This License Is Not Transferable to Any Other Individual or Location



REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue
Government Center North
Indianapolis, Indiana 46204
(317) 233-4015

CONTROL NUMBER
1800152115113

WEVERS SMOKE EATERS BBQ LLC
313 W DEPOT ST
ELLETTSVILLE, IN 47429-1625

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

TID: 0158174780
LOC: 001
FID: 46-1100942/0
ISSUED: 08/02/2018
EXPIRES: 08/31/2020

004305

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



WEVERS SMOKE EATERS BBQ LLC
313 W DEPOT ST
ELLETTSVILLE, IN 47429-1625

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN



(Detach Here)

Dear Customer:

Attached is your Registered Retail Merchant Certificate (RRMC). On your certificate, it shows your Taxpayer Identification Number (TID) and Location Number (LOC). Please make note of these important numbers. You will need to use them on exemption certificates and for phone or written communication with the Indiana Department of Revenue (DOR).

Please note the expiration date on the certificate. All Indiana RRMCs must be renewed every two years with DOR. Merchants in good standing with DOR will automatically receive a renewed certificate. However, if a merchant has unpaid tax liability(ies) owed to DOR, they cannot renew their RRMC.

All businesses are required to file sales and/or withholding taxes online. Please register for INtax today at www.INtax.in.gov. When registering, use your preapproved INtax activation code, 39B0ACF4-8C6A-0106-E053-0A1318400C81.

With INtax, you also can manage your obligations for Indiana metered pump sales, tire fees, food and beverage tax, and fuel taxes. It also gives you 24/7 access to business-tax records, lets you file and pay online right up to the last deadline minute, and saves you the cost and hassle of mailing in returns each month.

If you have questions about your sales or withholding taxes, you may contact Customer Service at (317) 233-4015, Monday through Friday 8 a.m. - 4:30 p.m. EST.

Sincerely,

Indiana Department of Revenue

000336010200



- myBMV Home
- Plates And Registrations
- Vehicle Titles
- Licenses And ID Cards
- Driver Records
- Suspension & Reinstatement
- my Information
- Driver Training

Sign Out

my Driver Records

- View Your Driver Record
- Official Driver Record
- Pay Reinstatement Fees Online
- Renew Your License or ID Card
- View Your Recent Driver Notices
- Track Your Recent Renewals
- Replacement Licenses or IDs
- Schedule Driving Test
- Your Renewal Date
- CDL Self-Certify Driver Type
- Proceed to Checkout

Click to Verify - This site chose VeriSign SSL for secure e-commerce and confidential communications.
ABOUT SSL CERTIFICATES

my Driver Records

Welcome, ARRON B WEVER!

Loading your driving record...

**** NOTE:** The BMV only retains supporting documentation for a period of ten (10) years **

License type: CHAUFFEUR W/ MC

As of 10/20/2019 8:27 pm IINT

License status: VALID

SR22: Not needed

Current points: 0

Endorsements: L

Pending Endorsements: None

Restrictions: B

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

- (** indicates closed/expired active suspensions stayed pursuant to specialized driving privileges)

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions.-- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
03/07/2005	0	SEAT BELT VIOLATION	02/15/2005	MONROE CIRCUIT #4 / 53C040502IF01861	-	-	No	No
05/30/2002	0	SEAT BELT VIOLATION	05/19/2002	MONROE CIRCUIT #5 / 53C050205IF06483			No	No
07/24/1989	2	SPEEDING 60/55	06/12/1989	MONROE SUPERIOR #4 TRAFFIC / 53D048906IF4866			No	No

Mailing Addresses

No Mailing Addresses were found.

Legal Addresses

No Legal Addresses were found.

Credential Issuance

Interim Credential Issue Date: 1/27/2016, Expiration Date: 2/26/2016, Reason: RENEWAL DL W/O CARD, IN-STATE, Contact #: 8444002

CONTROL #: 0414003

Issue Date: 01/27/2016, Renew License, CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/03/2022

Interim Credential Issue Date: 1/20/2012, Expiration Date: 2/19/2012, Reason: RENEWAL DL W/ CARD, IN-STATE, Control #: 2268046

Issue Date: 01/20/2012, Renew License, PUBLIC PASSENGER CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 01/27/2016

Issue Date: 01/11/2008, Renew License, PUBLIC PASSENGER CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/03/2012

Issue Date: 04/06/2005, Renew License, PUBLIC PASSENGER CHAUFFEUR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/03/2008

Issue Date: 02/06/2003, Renew License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/03/2007

Issue Date: 02/15/1999, Renew License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/03/2003

Issue Date: 02/27/1995, Renew License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 02/28/1999

Remarks

No Remarks were found.

 * End of Driver Record *

How to Read an Indiana Bureau of Motor Vehicles (BMV) Official Driver Record

(This legend applies to driver records printed on or after 06/30/2016.)

Personal Information

- * First, middle, last name, suffix (if included)
- * Street address
 Note: If the driver's address has changed and, therefore, is different than the address listed in the records of the BMV, Indiana law requires the driver to update their address with the BMV.
- * Birth date & Gender

Driver's License Information

- * License Number - unique BMV identification number for each resident with a BMV driver file - (this information is provided only if requestor is authorized to receive)
- * License Type - type of base license last issued; "Unlicensed" denotes the individual is an Indiana resident, but has not had a driver's license issued in Indiana
- * License expires - end date of the license validity period
- * License status - current status of the license or identification; see license status descriptions below. Note: Your current license status is available at www.myBMV.com or by calling (888) 692-6841
- * Current Points - Total of individual's points on record; violation points determined by Points Study Committee and adopted into Indiana Administrative Code
- * Social Security Number - unique identifier assigned by the Social Security Administration (this information is provided only if requestor is authorized to receive)

DRIVER'S LICENSE ("DL") STATUS

DESCRIPTION

CANCELLED

Driving record has been cancelled by the BMV

CONDITIONAL

Driver has restricted driving privileges (e.g., privileges are restricted to the parameters of the court order granting a hardship or probationary license or specialized driving privileges)



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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 15	AGE 26	ISSUE DATE 12/03/18	PUR DATE 06/20/16	COUNTY 53 - MONROE	TP R	PL YR 18	PLATE TK916NAU	PL TP GT	WEIGHT 11	PR YR 17	LS N	TYPE AM	PRIOR YR PL TK916NAU
EXPIRATION DATE 12/07/19		MUNICIPALITY Ellettsville			VEHICLE YEAR 92	MAKE INT	MODEL AUT	VEHICLE IDENTIFICATION NUMBER 1HTSDPNM9NH435175			TYPE AM	COLOR BLK/	
CURRENT YEAR TAX	EXTAX 42.00	EX CREDIT 0.00	DAY CREDIT 0.00	NET EX TAX 42.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 112.35				
PRIOR YEAR TAX	EXTAX 0.00	EX CREDIT 0.00	DAY CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													



ED
Legal Address
314 DEPOT ROAD
ELLETTSVILLE, IN 47429



ROY M & CONNIE M WEVER
314 DEPOT ROAD
ELLETTSVILLE, IN 47429

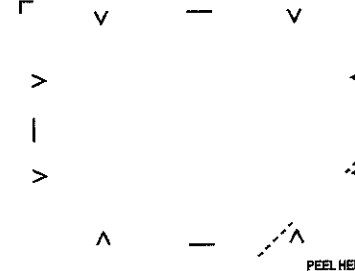


2600 1/4
0-

BATCH# 3882889 SEQUENCE# 2600 1/4

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.



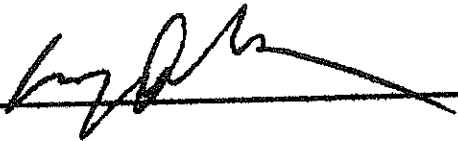
CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Ill Health Service Garage
 INSPECTOR'S NAME Cary Decker INSPECTOR'S PHONE # 812-876-352
 DATE OF INSPECTION 8-23-19
 TAXICAB COMPANY _____
 VEHICLE YEAR 1992 MAKE INT MODEL AUT
 VIN 1HTSDPNM9NH435175

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

Additional Comments by Inspector:

Inspector Signature 

Date: 8/25/19

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

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

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: 10/21/2019

Business Name: Wevers Smoke Eaters BBQ Truck 1

Address: 313 W Depot ST
Bloomington, IN 47408

Phone: CELL 812-360-7328

The following permit has been issued:

Permit No. 19-0167

Type: FOOD Temporary Vender/Cooking

Issued Date: 10/21/2019

Effective Date: 10/21/2019

Expiration Date: 10/21/2020

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 for more information.

Inspector: Tim Clapp



Date 10/21/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2019

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).

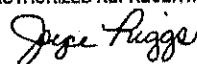
PRODUCER ISU Ins Svcs-The May Agency 1327 N. Walnut St. PO Box 1669 Bloomington, IN 47402 Joyce L. Riggs, CISR	812-334-2400 CONTACT NAME: Joyce L. Riggs, CISR PHONE (A/C, No, Ext): 812-334-2400 FAX (A/C, No): 812-332-3646 E-MAIL ADDRESS: joyceriggs@mayagency.com																					
INSURED Wever's Smoke Eaters BBQ LLC 313 W Depot Road Ellettsville, IN 47429-1625	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Liberty Mutual Insurance Group</td> <td>22659</td> </tr> <tr> <td>INSURER B:</td> <td>The Hartford Insurance Company</td> <td>02230</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Insurance Group	22659	INSURER B:	The Hartford Insurance Company	02230	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Liberty Mutual Insurance Group	22659																				
INSURER B:	The Hartford Insurance Company	02230																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		BKS57409453	07/19/2019	07/19/2020	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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS57409453	07/19/2019	07/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	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			36WECIB4167	09/02/2019	09/02/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 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)
City of Bloomington is listed as Additional Insured on General Liability.

CERTIFICATE HOLDER CITYBL2 City of Bloomington 401 N. Morton Street Bloomington, IN 47402	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 
--	--

License for TRUCK ONLY



**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019 – 100**

**Mobile Vendor in Public Right of Way
Wevers Smoke Eaters BBQ LLC Truck #1**

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, Wevers Smoke Eaters BBQ LLC (“Vendor”) intends 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 a variety of documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, and all applicable permits required by the Monroe County Health Department and the Bloomington Fire Department; and

WHEREAS, Vendor has submitted all necessary documentation to the City; and

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on November 2, 2019, and ending on November 1, 2020.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28

RESOLUTION 2019 – 100

(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 29th day of October, 2019

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2019 – 100** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Arron Wever, Owner
Wevers Smoke Eater BBQ LLC

Date: _____



Board of Public Works Staff Report

Project/Event: Resolution 2019-101 - Mobile Vendor in Right of Way
Petitioner/Representative: Maria Gonzalez, Owner of Pili's Party Taco LLC
Staff Representative: Laurel Waters
Meeting Date: October 29, 2019

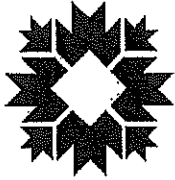
Maria Gonzalez, owner of Pili's Party Taco has applied to renew his Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development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

The business will operate from a food truck selling Mexican food.

This application is for one year and has been back-dated to the date a license was issued for the Applicant to operate on private property, October 29, 2019, and end on October 28, 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"/> 24 Hours	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 7 Days	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 3 Months	<input type="checkbox"/> 6 Months	<input checked="" type="checkbox"/> 1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

2. Applicant Information

Name:	Patricia <i>Marca del Pilar Gonzalez</i>		
Title/Position:	Owner <i>Owner</i>		
Date of Birth:	<i>08-31-75</i>		
Address:	<i>2715 S. Rockport Rd</i>		
City, State, Zip:	<i>Bloomington IN 47403</i>		
E-Mail Address:	<i>Pilispartytaco@hotmail.com</i>		
Phone Number:		Mobile Phone:	<i>812 219 0539</i>

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

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

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

4. Company Information

Name of Employer:	
Address of Employer:	

City, State, Zip:					
Employment Start Date:			End Date (If known):		
Phone Number:					
Website / Email:					
Company is an:	<input 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
Marcia del Pilar Gonzales	22155 Doerkort Rd Bloomington IN 47403

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

Date of Incorporation or organization:	08-22-16
State of Incorporation or organization:	08-22-16
(If Not Indiana) Date qualified to transact business in state of Indiana:	08-22-16

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

Planned hours of operation:	6 PM - 3 AM
Place or places where you will conduct business (If private property, attach written permission from property owner):	
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	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 type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input 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
<input 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 type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<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 but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

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

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.

Mardo Pílar González
Name, Printed

M- del Pilar González
Signature

10-22-19
Date Release Signed

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:

Marva del Pilar Gonzalez

Signature:

Marva del Pilar Gonzalez

Date:

10-22-19

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

- 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).

- o No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- o Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- o The sound level measurement shall be determined as follows:

Calibrate the sound level meter within one (1) hour before use.

Set the sound level meter on the "A" weighted network at slow response.

Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.

Recalibrate the sound level meter after use.

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

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

Vendor:

Name:

María del Pilar González

Signature:

10-22-19 M. del Pilar González

Date:



STATE OF INDIANA

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner
Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, Indiana 46204

Certification of Driver's Record

For: IVAN ALEJANDRO MACEDA VELA
DOB: 02/27/1982
STATUS: VALID as of 11/06/2018
NUMBER of DOCUMENTS: 1

I, Mark E. Dehn, Director of Driver Records of the Indiana Bureau of Motor Vehicles and custodian of its records, hereby attest that the attached is a true and complete copy of the record, as requested, and as it appears in the files of the Indiana Bureau of Motor Vehicles.

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 6th of November, 2018.

Mark E. Dehn, Director of Driver Records





STATE OF INDIANA

BUREAU OF MOTOR VEHICLES

100 North Senate Avenue
Indianapolis, Indiana 46204
Telephone: (888) 692-6841

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner

Indiana Official Driver Record

As of 11/06/2018 2:18 pm

**** NOTE: The BMV only retains supporting documentation for a period of 10 years ****

IVAN ALEJANDRO MACEDA VELA
2303 E 2ND ST APT 7
BLOOMINGTON, IN 47401-5304

License number: 3139-10-8480
License type: OPERATOR
License expires: 07/30/2020
License status: VALID
SR22: Not needed
Current points: 2
Social Security #:

Birth date: 02/27/1982 Gender: MALE

Physical Description: Height: 5'9" Weight: 165lbs Hair color: BROWN Eye color: BROWN Donor: T

Endorsements: None

Pending Endorsements: None

Restrictions: TEMPORARY

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

-- (** indicates closed/expired active suspensions stayed pursuant to
specialized driving privileges)

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Driver number: 3139-10-8480 IVAN ALEJANDRO MACEDA VELA

DOB: 02/27/1982

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
11/20/2017	2	Speeding 60/45	07/29/2017	BROWN CIRCUIT / 07C011708IF000568			No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
3	06/01/2016	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
2	11/12/2014	2303 E 2ND ST APT 7	BLOOMINGTON	IN	47401-5304
1	08/09/2013	203 E 15TH ST	BLOOMINGTON	IN	47408-1723

Credential Issuance

Interim Credential Issue Date: 6/1/2016, Expiration Date: 7/1/2016, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 8945083

Issue Date: 06/01/2016, Renew License, OPERATOR, Endorsements: None, Restrictions: 9, Expiration Date: 07/30/2020

Interim Credential Issue Date: 11/12/2014, Expiration Date: 12/12/2014, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 6569472

Issue Date: 11/12/2014, Amend License, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Interim Credential Issue Date: 8/10/2013, Expiration Date: 9/9/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 5030238

Issue Date: 08/10/2013, Issue Operator, OPERATOR, Endorsements: None, Restrictions: 9B, Expiration Date: 07/30/2015

Remarks

No Remarks were found.

Driver number: 3139-10-8480 IVAN ALEJANDRO MACEDA VELA

DOB: 02/27/1982

* End of Driver Record *

CITY OF BLOOMINGTON
MOBILE VENDOR INSPECTION CHECK SHEET

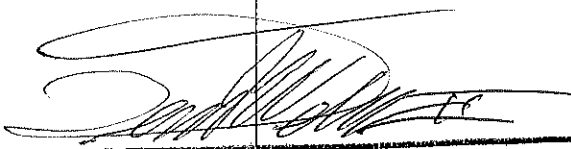
COMPANY PERFORMING INSPECTION Carmichael's Truck & Automotive Services Inc
 INSPECTOR'S NAME David Wilson II INSPECTOR'S PHONE # (812) 334-8285
 DATE OF INSPECTION 10/1/2019
 TAXICAB COMPANY Pilis Party Taco LLC
 VEHICLE YEAR 1999 MAKE Chevrolet MODEL P30
 VIN 1GBHP32R2X3307887

	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

Additional Comments by Inspector:

Inspector Signature 

Date: 10-1-2019

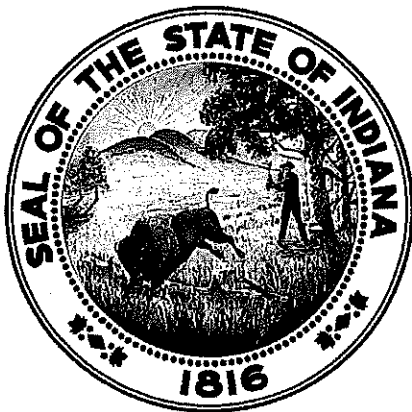
Attach this completed Inspection Sheet with your permit or renewal application and remit to:

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

State of Indiana
Office of the Secretary of State
Certificate of Incorporation
of
PILIS PARTY RESTAURANT INC

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic For-Profit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, July 12, 2019.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 12, 2019.

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201907121333649 / 8324665

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

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
09/05/2018 12:21 PM

BUSINESS ENTITY REPORT

NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 201608221155053
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME PILI'S PARTY TACO LLC
ENTITY CREATION DATE 08/22/2016
JURISDICTION OF FORMATION Indiana
PRINCIPAL OFFICE ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA

YEARS FILED

YEARS 2018/2019

EFFECTIVE DATE

EFFECTIVE DATE 09/04/2018
EFFECTIVE TIME 4:42 PM

REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME MARIA DEL PILAR GONZALEZ
ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA
SERVICE OF PROCESS EMAIL office@sareassociates.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.

PRINCIPAL(S)

TITLE Member
NAME MARIA DEL PILAR GONZALEZ MORAN
ADDRESS 2215 S ROCKPORT RD, Bloomington, IN, 47403, USA



**Department of the Treasury
Internal Revenue Service
Ogden, UT 84201**

In reply refer to: 0444190358
Aug 26, 2016 LTR 147C
32-0503571

**PILIS PARTY TACO LLC
MARIA GONZALEZ SOLE MBR
2215 S ROCKPORT RD
BLOOMINGTON IN 47403**

Taxpayer Identification Number: 32-0503571

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of August 26th, 2016.

Your Employer Identification Number (EIN) is 32-0503571. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

/S/Ms. Lawrence
1001866411
Customer Service Representative



REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue
Government Center North
Indianapolis, Indiana 46204
(317) 233-4015

CONTROL NUMBER
1900155869115

PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON, IN 47403-3339

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

TID: 0159485118
LOC: 001
FID: 32-0503571/0
ISSUED: 04/01/2019
EXPIRES: 03/31/2021

000130

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



PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON, IN 47403-3339

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN



(Detach Here)

Dear Customer:

Attached is your Registered Retail Merchant Certificate (RRMC). On your certificate, it shows your Taxpayer Identification Number (TID) and Location Number (LOC). Please make note of these important numbers. You will need to use them on exemption certificates and for phone or written communication with the Indiana Department of Revenue (DOR).

Please note the expiration date on the certificate. All Indiana RRMCs must be renewed every two years with DOR. Merchants in good standing with DOR will automatically receive a renewed certificate. However, if a merchant has unpaid tax liability(ies) owed to DOR, they cannot renew their RRMC.

All businesses are required to file sales and/or withholding taxes online. Please register for INtax today at www.intax.in.gov. When registering, use your preapproved INtax activation code, 49CD6AB2-2FA0-0186-E053-0A1318407D86.

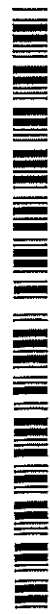
With INtax, you also can manage your obligations for Indiana metered pump sales, tire fees, food and beverage tax, and fuel taxes. It also gives you 24/7 access to business-tax records, lets you file and pay online right up to the last deadline minute, and saves you the cost and hassle of mailing in returns each month.

If you have questions about your sales or withholding taxes, you may contact Customer Service at (317) 233-4015, Monday through Friday 8 a.m. - 4:30 p.m. EST.

Sincerely,

Indiana Department of Revenue


000128010200



61000001 00000000 00000000 00000000



Pili's Party
Taco From Puebla

follow us on 

(812)219-0539
we cater

Pili's Party
Taco
Washington IN
  



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/18/2019

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

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

PRODUCER First Insurance Group 1405 N. College Avenue Bloomington IN 47404		CONTACT NAME: Jenna Kingston PHONE (A/C, No, Ext): (812) 331-3230 E-MAIL ADDRESS: jennak@figprotects.com		FAX (A/C, No):
INSURED Pilis Party Taco LLC 2215 S Rockport Road Bloomington IN 47403		INSURER(S) AFFORDING COVERAGE INSURER A: Burns&Wilcox INSURER B: Progressive Ins INSURER C: Everett Cash Mutual Ins INSURER D: INSURER E: INSURER F:		NAIC #

COVERAGES**CERTIFICATE NUMBER:** CL1991802498**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CL1804510B	04/13/2019	04/13/2020	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			06078224-2	04/13/2019	04/13/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						PROPERTY DAMAGE (Per accident)	\$
	Uninsured motorist						\$ 100,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	IMP229146	04/13/2019	04/13/2020	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)

The City of Bloomington Indiana is Additional Insured with respect to General Liability as required by written contract.

Truck #1

CERTIFICATE HOLDER**CANCELLATION**City of Bloomington
401 N. Morton St, Ste 130

Bloomington

IN 47402

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 1	AGE 20	ISSUE DATE 01/25/19	PUR DATE 04/17/17	COUNTY 53 - MONROE	TP R	PL YR 19	PLATE TK661NFG	PL TP GT	WEIGHT 11	PR YR 18	LS N	TYPE TK	PRIOR YR PL TK661NFG
EXPIRATION DATE 01/31/20		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 99	MAKE CHE	MODEL P30	VEHICLE IDENTIFICATION NUMBER 1GBHP32R2X3307887		TYPE TK	COLOR WHI/		
CURRENT YEAR TAX	EXTAX 12.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 12.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 45.35	ADMIN FEE 0.00	TOTAL 82.35				
PRIOR YEAR TAX	EXTAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT													



YM

Legal Address
2215 S ROCKPORT RD
BLOOMINGTON, IN 47403



**PILIS PARTY TACO LLC
2215 S ROCKPORT RD
BLOOMINGTON, IN 47403-3339**



1402 3/3

0-

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.



>

<

|

|

>

<

^

—

^

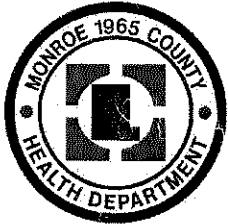
PEEL HERE

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



PILI'S PARTY TACOS # 1
MARIA DEL PILAR GONZALEZ
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 JAN 31 2019

By Thomas W. Mayo

PERMIT EXPIRES FEBRUARY 29, 2020

This License Is Not Transferable to Any Other Individual or Location

**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: 10/23/2019

Business Name: Pilis Party Taco

Address: 1507 W ARLINGTON RD
TRCK 1
Bloomington, IN 47404

Phone: HOME 812-219-0539

The following permit has been issued:

Permit No. 019-168

Type: FOOD Temporary Vender/Cooking

Issued Date: 10/23/2019

Effective Date: 10/23/2019

Expiration Date: 10/23/2020

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 10/23/2019

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-101**

**Mobile Vendor in Public Right of Way
Pili's Party Taco LLC – Truck #1**

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, Maria Gonzalez, owner of Pili’s Party Taco LLC (“Vendor”), is seeking renewal of Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

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

WHEREAS, Vendor was approved to operate on private property beginning September 20, 2019; and

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

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 beginning October 29, 2019, ending October 28, 2020.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other

RESOLUTION 2019-101

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 29th DAY OF OCTOBER, 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 **2019-101** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Maria Gonzalez, Owner
Pili’s Party Taco LLC

Date: _____



Board of Public Works Staff Report

Project/Event: Addendum # 3 Supplement for Agreement for the Purchase and Delivery of Fuel

Petitioner/Representative: Fleet Maintenance Department

Staff Representative: Jason Speer

Meeting Date: October 29, 2019

Report: On November 1, 2016 the Board of Public Works approved agreements for purchase and delivery of fuel products with the following companies: Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-op. Included in the agreement is the provision to renew the agreement annually.

Recommendation and Supporting Justification: City Staff has reviewed our current agreements with Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-op as responsible bidders for the purchase and delivery of fuel and recommends approval of the addendum to renew the agreement.

Recommend **Approval by Jason Speer**

ADDENDUM #3 TO AGREEMENTS FOR PURCHASE AND DELIVERY OF FUEL
between the
CITY OF BLOOMINGTON
and
AL WARREN OIL, HERITAGE PETROLEUM, PETROLEUM TRADERS
AND WHITE RIVER CO-OP (“Suppliers”)

This Addendum #3 supplements the Agreements for Purchase and Delivery of Fuel with Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-Op (“Agreements”) as follows:

1. Term of Agreement: Article 4 of the Agreements between the City of Bloomington Public Works Department through the Board of Public Works (“Department”) and Al Warren Oil, Heritage Petroleum, Petroleum Traders and White River Co-Op (“Suppliers”) states: “The term of this Agreement shall commence on November 1, 2016, and shall continue through October 31, 2017, (the Operating Term”). This Agreement may be renewed annually for additional one-year terms, provided Supplier does not give written notice to the City at least sixty (60) days prior to the expiration of the Agreement Term, that it does not wish to renew the Agreement.” The City and the Suppliers agree to a one (1) year renewal of the Agreements, which shall commence on November 1, 2019, and shall continue through October 31, 2020.

2. 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

CONSULTANT

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

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
John Hamilton, Mayor

Date: _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/25/2019	Payroll				427,439.16
					<u>427,439.16</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 \$ 427,439.16

Dated this 29th day of October 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

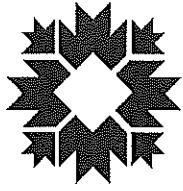
Project/Event: 1st Annual Freezefest
Petitioner/Representative: Kelly Boatman, Chair, Freezefest
Staff Representative: Sean M. Starowitz
Meeting Date: October 29, 2019
Event Date: January 6-12, 2020

This request is for street closures for an ice carving festival. This is the first annual Freezefest – a new winter festival for Bloomington. World class ice carvers from Ice of America will carve custom ice sculptures and put them on display in the community. The main carving area will be on Maker Way in the Trades District. A game zone comprised of games (corn hole, ping pong, etc) made entirely of ice is planned for Madison Street. There will be 2 outdoor fireplaces/pits on the lower Mill plaza. Friday night there will be a live ice carving stage show at the Upland on their outdoor stage. Saturday there will be a chili cook off at The Mill, 5 carving demos, mainly along the B-line trail, and other supporting activities provided by community partners like Boys and Girls Club, Bloomington Parks and Rec, and Wonderlab. The Festival spans 6 days and is being sponsored by Visit Bloomington, Dimension Mill, Inc., and Cook Medical.

Attached are maps detailing road closures, waste management plan, and traffic plan.

Freezefest will notify and is working with all concerned departments on the matter of the perimeter of the festival and the closure of streets, and has notified residents and businesses in the surrounding area.

Staff recommends approval of the request.



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:	Kelly Boatman		
Contact Phone:	812-287-0031	Mobile Phone:	812-287-0031
Title/Position:	Chair		
Organization:	Freezefest		
Address:	642 N. Madison St		
City, State, Zip:	Bloomington, IN		
Contact E-Mail Address:	kelly@coreprojective.com		
Organization E-Mail and URL:	Freezefest.com		
Org Phone No:	N/A	Fax No:	

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

Organization Name:	Visit Bloomington		
Address:	2855 N. Walnut St		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	mike@visitbloomington.com (Mike McAfee)		
Phone Number:	812-334-8900	Mobile Phone:	
Organization Name:	Dimension Mill, Inc. / Pat East		
Address:	642 N. Madison St		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	Pat.east@cofoundventures.com (Pat East)		
Phone Number:		Mobile Phone:	
Organization Name:	Cook Medical		
Address:	750 Daniels Way		
City, State, Zip:	Bloomington, IN 47404		
E-Mail Address:	Derek.rollins@cookmedical.com (Derek Rollins)		
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:	January 6-12	
Time of Event:	Date: 1/6/20 Start: 8am Date: 1/12/20 End: noon	
Setup/Teardown time Needed	Date: 1/6/20 Start: 8am Date: 1/6/20 End: 6pm	
Calendar Day of Week:	Monday - Sunday	
Description of Event:	<p>This is an Ice Carving Festival. This is the first annual Freezefest – a new winter festival for Bloomington. World class ice carvers from Ice of America will carve custom ice sculptures and put them on display in the community. The main carving area will be on Maker Way in the Trades District. A game zone comprised of games (corn hole, ping pong, etc) made entirely of ice is planned for Madison Street. We will have 2 outdoor fireplaces/pits on the lower Mill plaza. Friday night we will host a live ice carving stage show at the Upland on their outdoor stage. Saturday there will be a chili cook off at The Mill, 5 carving demos mainly along the B-line trail, and other supporting activities provided by community partners like Boys and Girls Club, Bloomington Parks and Rec, and WonderLab.</p>	
List of Street Closures (If applicable)	Maker Way from Rogers St. to Madison St. (Monday-Sunday) Madison Street from 10 th Street to 11 th Street (Thursday-Sunday)	
Expected Number of Participants:	250-300 people at any given time observing sculptors In the Trades District area. 500-1000 at the Fri eve Stage Show at Upland.	Expected # of vehicles (Use of Parking Spaces to close): Attendees will use available public parking to attend event; we are not requesting to close any parking spaces for the event at this time

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 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 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 checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Beer & Wine Permit <input checked="" type="checkbox"/> Not applicable

Note: Leslie Brinson from Parks and Rec is serving on our event committee and she will be handling any Parks and Rec approvals that we may need for B-line trail, SY park, and Peoples Park as part of this event. We have not solidified those plans yet.

<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. 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		



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Freezefest		
Location of Event:	Upland Brewing		
Date of Event:	1/10/19	Time of Event:	Start: 7p
Calendar Day of Week:	Friday		End: 9p
Description of Event:	Live Ice Carving Stage Show		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If Yes, to Benefit:

Applicant Information

Name:	Kelly Boatman		
Organization:	Freezefest	Title:	Chair
Physical Address:	642 N. Madison St, Bloomington, IN 47404		
Email Address:	kelly@coreprojective.com	Phone Number:	812-287-0031
Signature:		Date:	Oct 4, 2019

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Date

Dana Palazzo, Secretary

Waste and Recycling Management Plan Template

Event name: Freezefest

Number of expected attendees: 200-300 at any given time in Trades District / ~500-1000 at Stage Show

Number of food vendors: TBD

Number of other vendors: _____

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

Derek Rollins is leading our Site Logistics committee and will be the designated waste and recycling manager

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

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

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

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

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

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

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

We will have specific volunteers assigned to waste management each day of the event. They will monitor the fullness of cans and empty as needed and will assist attendees with proper disposal. Bagged waste and recyclables will be collected in the waste containers provided by The Mill and will be serviced by the hauling company who provides the containers. We will have a separate roll off container for bulky wastes generated by the carvers (cardboard, shrink wrap, etc.). We will separate out recyclable cardboard and place in recycling container at The Mill.

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

We will provide volunteer training and will include waste management in that training. We will work directly with the ice carvers to educate and assist them with what to do with their waste materials and will have staff on-site during event to monitor compliance.

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

2 small dumpsters for bulky trash and recyclables

6 Trash cans and liners

6 Recycling Bins and liners

Signage for all

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.

Derek Rollins – lead for site logistics (including waste management)

Tabetha Crouch and Moriah Sowders – leads for volunteer coordination

Jordan Davis – lead for food vendors/food trucks

Dear _____,

We will be hosting **Freezefest**, an ice sculpting event, January 6-12, 2020 in the Trades District, specifically on Maker Way and N. Madison Street outside of The Mill.

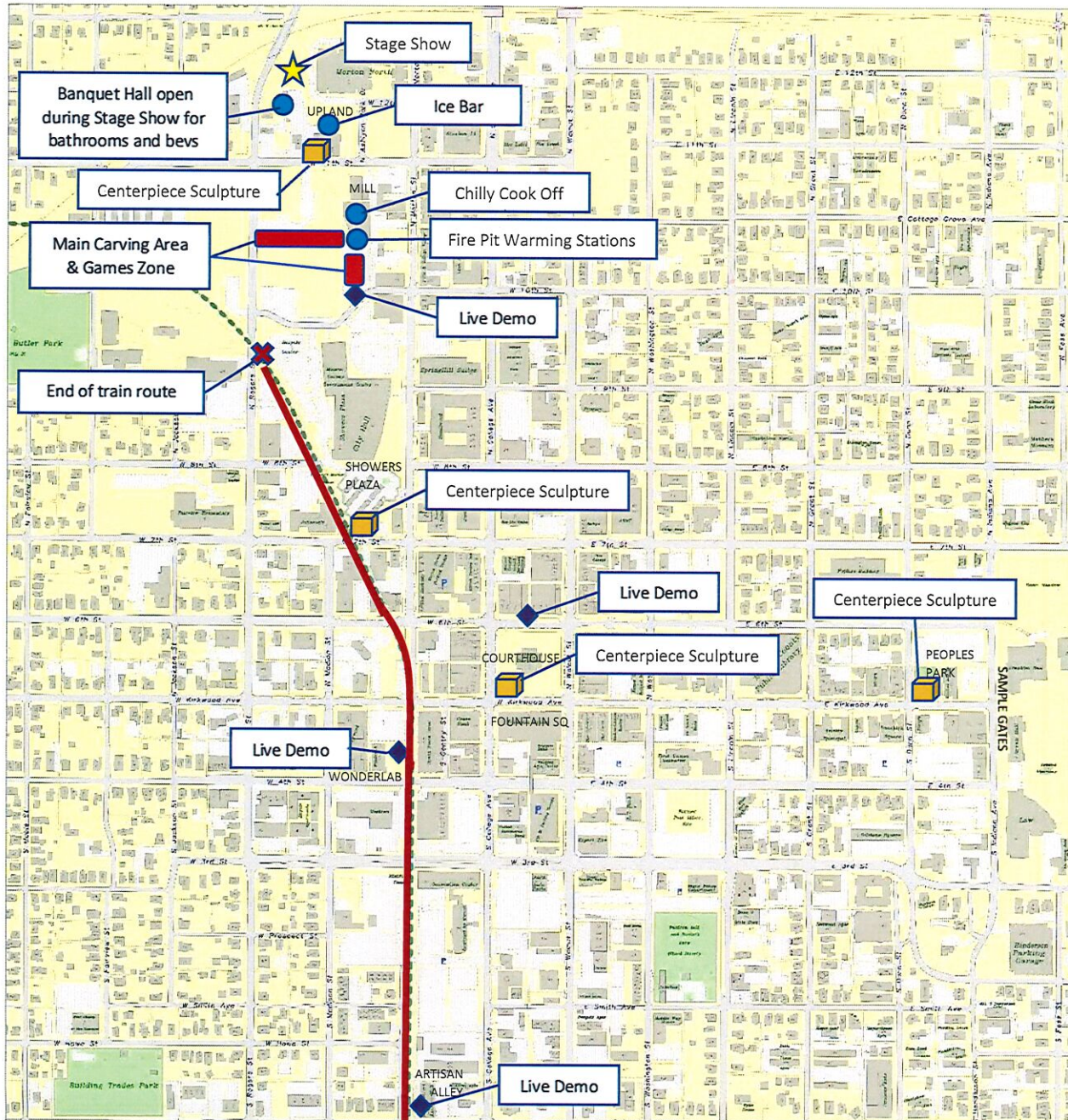
The Board of Public Works will hear our request for a Special Event in Public Right Right of way on October 15, 2019. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m. The proposal for Freezefest will be on file and may be examined in the Public Works office on the Friday prior to the meeting.

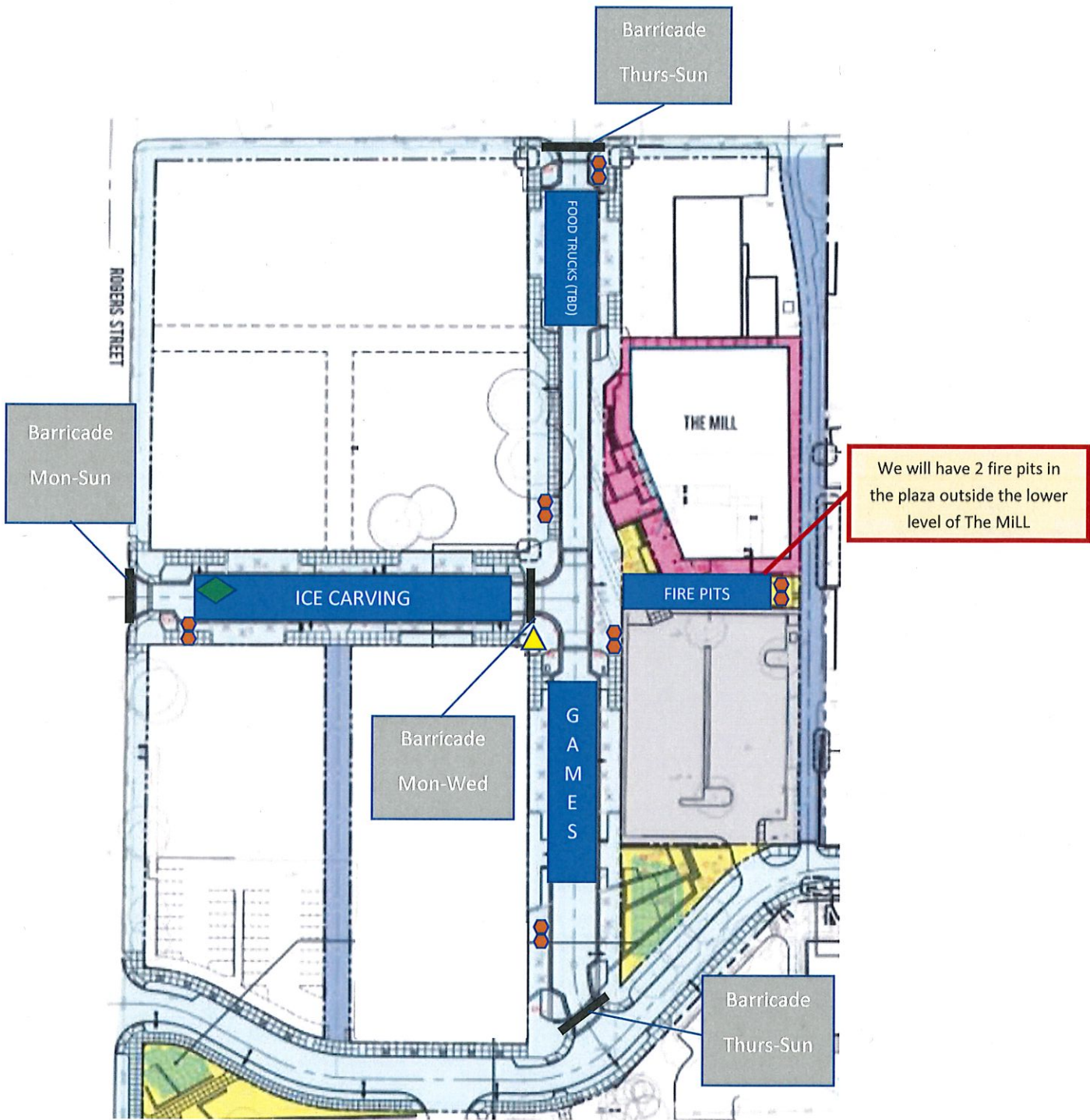
Please feel free to reach out to me with any questions you may have. My number is 812.287.0031 or email kelly@coreprojective.com.

You may also contact the Department of Public Works at 812.349.3410 or email public.works@bloomington.in.gov.




Thank you!

Kelly Boatman, Chair
Freezefest Executive Committee





Legend:

-  = 1 trash and 1 recycling bin
-  = 2 regular portolets and 1 handicap
-  = dumpsters for bulky carving waste and bulky recycling items

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019-102**

FREEZEFEST

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

WHEREAS, Kelly Boatman, Chair of Freezefest, would like to have the City close the following City streets: Maker Way from Rogers Street to Madison Street (Monday, January 6th at 12 p.m. through Sunday, January 12th at 6 pm., and Madison Street from 10th Street to 11th Street (Thursday, January 9th to Sunday January 12th at 6:00 p.m.) in order to conduct a Special Event: 1st Annual Freezefest; and,

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

WHEREAS, the City desires to close said streets in order to support this community function.

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

1. The City declares that all or a portion of the following City streets shall be temporarily closed to motor vehicles to conduct Freezefest: Maker Way from Rogers Street to Madison Street (Monday, January 6th at 12 p.m. through Sunday, January 12 at 6 p.m., and Madison Street from 10th Street to 11th Street (Thursday, January 9th to Sunday January 12th at 6 p.m.) as indicated on the attached Freezefest Map.
2. Freezefest shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Freezefest shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. Freezefest shall obtain, and place at Freezefest’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. Freezefest shall not close the streets until 8:00 a.m. On Monday, January 6, 2020 and shall remove barricades and signage by 6:00 p.m. on Sunday, January 12, 2020.
4. Freezefest shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.

5. Freezefest shall clean up the affected area before, during and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and emptying and removing all trash cans/receptacles. Clean-up shall be completed by 6:00 p.m. on Sunday, January 12, 2020.
6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during those events that are part of Freezefest.
8. Freezefest shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. Freezefest shall be responsible for developing, enacting, and enforcing an Emergency Action Plan covering emergencies, including but not limited to weather related emergencies, that may arise during the course of the Freezefest, a copy of which Freezefest agrees to submit to the City at least thirty (30) days prior to the beginning of the Freezefest.
10. In the event Freezefest allows mobile food vendor units, as defined by Bloomington Municipal Code Chapter 4.28, and/or pushcarts, as defined by Bloomington Municipal Code Chapter 4.30, to locate inside of their Special Event area, the following additional conditions shall specifically apply to any mobile food vendor units and/or pushcarts:
 - a. Shall obtain a permit from the Monroe County Health Department;
 - b. If a spark, flame or fire is used, an open burn permit from Bloomington Fire Department shall be obtained;
 - c. Shall not attach any portion of their unit or cart to a building, tree, telephone pole, streetlight pole, traffic signal pole or fire hydrant;
 - d. Shall not use any public electrical outlet;
 - e. Shall only be permitted to utilize a private electrical outlet if a licensed electrician has provided written documentation that said outlet is capable of handling the unit or pushcart’s electrical needs;
 - f. Shall serve their food and beverages in containers that do not allow the food or beverages to fall onto the street or sidewalk.
 - g. If utilizing a grill or device that results in a spark, flame or fire shall do the following: locate at least 20 feet away from a building; provide a barrier between the grill or device and the public; not allow the spark or flame to exceed 12 inches in height; and have a fire extinguisher within reaching distance;
 - h. Shall contain an approved grease interceptor or grease trap;
 - i. If a generator is utilized, the generators shall not exceed 70dBa;
 - j. Shall maintain the food storage areas in a manner that are free from rats, mice, flies and other insects or vermin.

11. Freezefest, its officers, directors, agents, employees, members, successors and assigns, do 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.

12. _____, a duly authorized representative of Freezefest, represents that he/she is fully empowered by proper action of Freezefest to bind Freezefest to the terms and conditions set forth in this Resolution and does so bind Freezefest by his/her signature set forth below.

ADOPTED THIS 29th DAY OF OCTOBER, 2019.

BOARD OF PUBLIC WORKS:

FREEZEFEST

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice President

Printed Name

Dana Palazzo, Secretary

Title



Board of Public Works Staff Report

Project/Event: Approval of Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the 14th Street Sidewalk Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 10/29/2019

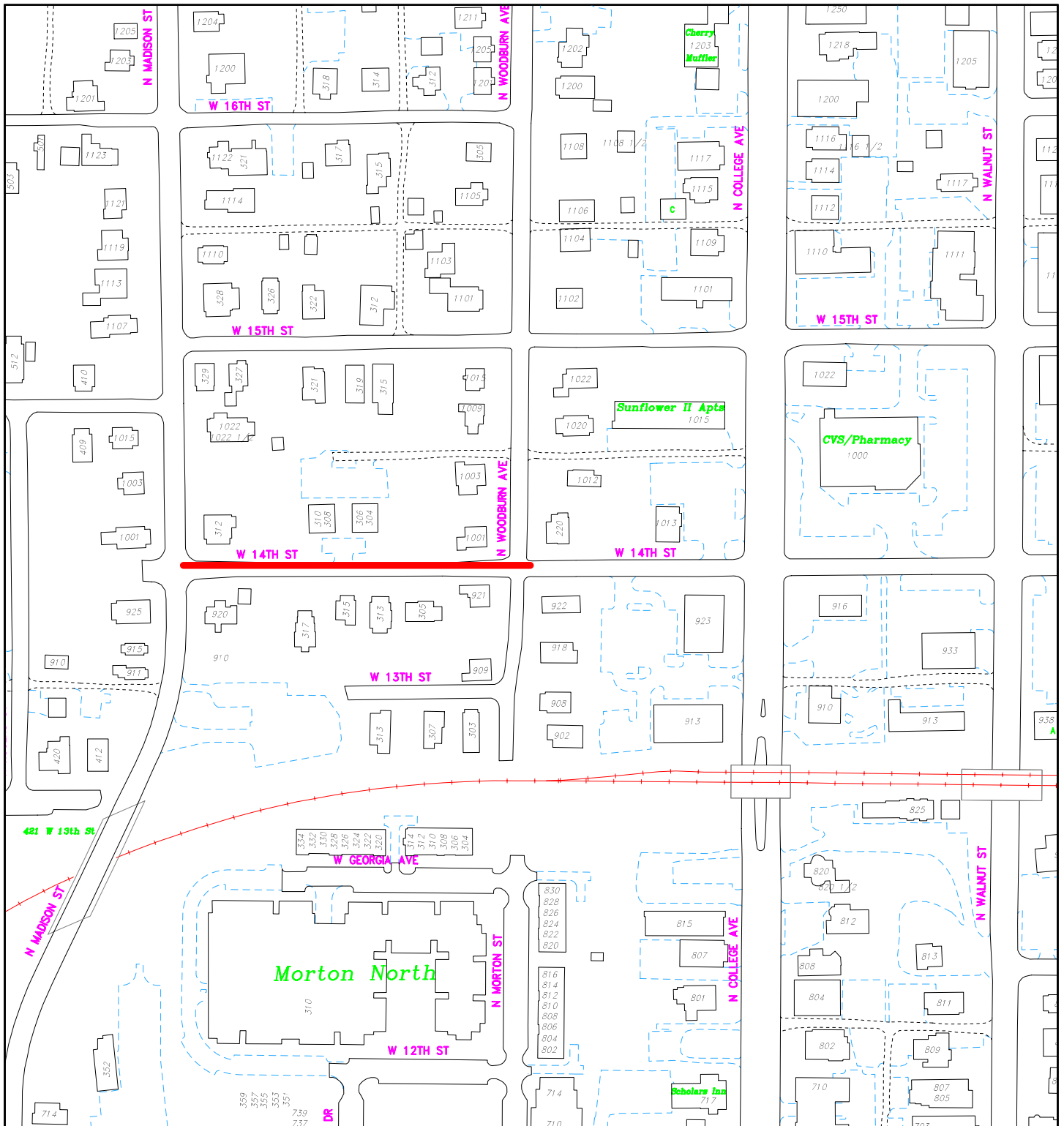
Report: This project was prioritized by the City Council Sidewalk Committee and will install a new sidewalk on W 14th Street from N Madison Street to N Woodburn Avenue. The project will also include any stormwater infrastructure improvements necessitated by the project. Design will begin in 2020 and construction is currently not funded. No right of way acquisition is anticipated for this project.

Bynum Fanyo & Associates Inc. was selected to design this project from the City's on-call engineering consultant list due to their familiarity with the area and experience with this type of project. The total contract amount is set at a not-to-exceed amount of \$15,110.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the 14th Street Sidewalk Project.

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

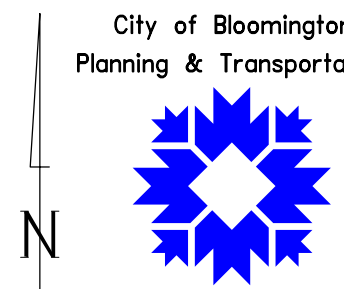
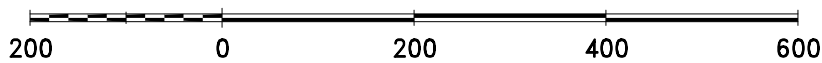
<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Current Item	10/29/2019
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD



14th (Madison to Woodburn) Sidewalk Project

City of Bloomington
Planning & Transportation

By: koppern
24 Oct 19



For reference only; map information NOT warranted.

PROJECT NAME: 14th Street Sidewalk from Madison to Woodburn
AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 25th day of October, 2019, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Bynum Fanyo and Associates, Inc. (Hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts extend sidewalk and drainage along the north side of 14th Street from Madison to Woodburn and drainage along Woodburn from 14th to 15th Streets; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of site designs, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "the Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide engineering design services for the construction documents to extend a sidewalk along the north side of 14th Street from Madison to Woodburn along with drainage north on Woodburn from 14th Street to 15th Street. These design services shall include the preparation of plans, specifications and estimates for work on sidewalk and drainage structures, markings, curb ramps, cross walks, and other incidental construction that is found necessary to complete the design of these features. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Planning and Transportation Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the

architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Neil Kopper, Project Engineer, Department of Planning and Transportation (“Kopper”), to serve as the Board’s representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board’s requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. For the project identified as 14th Street Sidewalk from Madison to Woodburn, the total compensation paid, including fees and expenses, shall not exceed the amount of Fifteen thousand, one hundred ten dollars (\$15,110.00). This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant’s monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board’s designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar

days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

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

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, 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") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

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

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Consultant 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 the Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Consultant'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.

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board: Consultant:

City of Bloomington Bynum Fanyo and Associates, Inc.
Planning and Transportation Dept. Attn: Jeffrey S. Fanyo
Attn: Neil Kopper 528 N. Walnut Street
401 N. Morton Street, Suite 130 Bloomington, IN 47404

Bloomington, Indiana 47404

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

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 26. Verification of New Employee' Employment Status: Consultant 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.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant 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 General.

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Board obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or its subconsultants of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant or any of its subconsultants verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or its subconsultant did not knowingly employ an unauthorized alien. If the Consultant or its subconsultant fails to remedy the violation within the thirty (30) day period, the Board shall terminate the Agreement, unless the Board 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 Consultant. If the Board terminated the Agreement, the Consultant or its subconsultant is liable to the Board for actual damages.

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth. This Agreement may be modified only by a written amendment signed by both parties hereto.

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

Owner Consultant

City of Bloomington
Board of Public Works

Bynum Fanyo and Associates, Inc
528 N. Walnut Street
Bloomington, IN 47404

By: _____
Kyla Cox Deckard, President
President

Jeffrey S. Fanyo, P.E., CFM

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A SCOPE OF ENGINEERING SERVICES

GENERAL

The following scope of services describes the tasks and assumptions that apply to the work of Bynum Fanyo and Associates to complete the design of improvements to construct accessible sidewalks and drainage improvements on 14th Street from Madison to Woodburn and drainage improvements along Woodburn from 14th to 15th Streets. This project is to be prepared on behalf of the City of Bloomington through its Board of Public Works.

The project includes services for design, construction plans, and specifications in accordance with Indiana Department of Transportation (INDOT) specifications and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG). The estimated Engineering Fee and Schedule of Services are provided in Exhibits B and C, respectively. Key Personnel of Consultant are identified in Exhibit D. Tasks to be performed by Consultant are identified by bullets (•), the responsibilities of Board are designated by statements beginning with “Board”.

SCOPE OF SERVICES

The work elements are grouped into the following categories:

- Preliminary Engineering Tasks
- Design Tasks
- Right of Way Determination
- Bidding Support Tasks
- Construction Phase Services
- Project Management Tasks

PRELIMINARY ENGINEERING TASKS

Survey, R/W and Property Research

- Collect relevant property information including plat mapping and last deeds of record.
- Prepare a topographical survey of the project including existing utilities.
- Identify apparent existing right-of-way on the topographic mapping.
- Depict existing (apparent) right-of-way on the project plans.

Site Reconnaissance

- Conduct site walkthrough of project area. Review the topographic survey information.
- Obtain a photographic record to assist in the design and to minimize short trips to the site.
- Inventory Signs and other miscellaneous features that will be impacted by the project.

City Coordination

- Contact CBU for information about planned improvements to water, sanitary or storm sewers in the area. Request information on any known drainage, sewer, or water problems.
- Contact City ITS for information on desired fiber optic work or existing fiber optic facilities in project area.

Board: As a reference, provide GIS mapping of the project area as available. Include edges of pavement, contours, elevations, property, parcel and right-of-way lines, property owners, city-owned utilities, sidewalks, addresses, facility names, building outlines, and aerial photography.

Utility Coordination

- In an early coordination letter to utilities, request utility information including mapping available along with notification of any expected utility upgrade work they are planning.
- Make recommendation of where Subsurface Utility Engineering (SUE) should be performed to verify true depths and locations of utilities, if necessary. This proposal does not include the conduct of any SUE work because its need has not been identified at this time.
- Minimize the impacts to utilities while still meeting City's design goals. Coordinate with utilities to identify potential conflicts and solutions to minimize impacts.
- Send Utilities a copy of the Preliminary Plans (50%) and invite utilities to a Field Check & Utility Coordination Meeting if necessary. Ask them to verify their facilities are accurately shown. Consider input at the Field Check in the development of the plans.
- Review Utilities' relocation plans for consistency with road plans. Submit relocation plans to City with recommendation. Add relocation plans to the Road Plans if received in time.

Obtain / Review As-Built Records and Miscellaneous Data

- Review as-built and other past-project documentation that is made available by Board. Copy documents useful to the project and return originals to Board.

DESIGN TASKS

Plans

- Prepare Construction Plans - Typical plan set to include:
 - o Title Sheet – Owner, Project Title, Location Map, Sheet Index
 - o General Notes and Utility Information
 - o Typical Pavement Details and Sections
 - o Details for proposed sidewalk and drives
 - o Cross Sections as needed at drives
 - o Prepare hydrologic and hydraulic analysis for conveying stormwater to existing storm system and the intersection of 15th and Woodburn Streets
 - o Miscellaneous items and pavement quantities
 - o Pavement marking details
- Prepare Plans at an accepted scale to facilitate filing and handling of plans.

Milestone Submittals

- Prepare draft plans in .pdf format for submittal to City;
- Submit 30% engineer's estimate to the City;
- Submit plans for Board and Utilities' review at the Preliminary (50%) Plan stage;
- Submit Plans and Specifications for review and comment at the Draft Final (95%) stage;
- Obtain review comments, revise drawings, and publish stamped plans and specifications;
- Complete bid document package;
- Submit final CAD files to the City.

Title and General Information Sheets

- Prepare a Title Sheet and General Information Sheet(s) with an index of plan sheets, a list of utility contacts, a table of symbols and lines, and general notes.

Typical Cross Section and Construction Details

- Prepare typical construction details to describe the sidewalk, drainage, and grading features.

Maintenance of Traffic Coordination and Design

- Through coordination with City representatives, determine maintenance of traffic scheme for the project in accordance with the Indiana Manual for Uniform Traffic Control Devices and provide details or notes in plans.

Plan and Profile Sheets

- Prepare Plan and Profile sheets.

Cross Sections

- Provide Cross Sections as needed to meet requirements.

Specifications / Special Provisions

- Refer to INDOT Standard Specifications (current version) for Materials, Construction Requirements, and Basis for Payment. Write unique Special Provisions for items not covered by City standards or INDOT specifications as needed.

Public/ Stakeholder Meetings

- Attend public meetings as required.

Owner Coordination Meetings

- Attend a plan review / coordination meeting for project area with Board at Preliminary Design (50%), and Draft Final Plans (95%). The meeting for the 50% plans would include a team walkthrough (field check) if desired by client or appropriate due to design issues.
- Attend up to 2 additional coordination meetings with DPW or other City staff during the project.

RIGHT OF WAY ENGINEERING TASKS

- It is assumed that no right of way acquisition will be required with this project and that any work required outside of public right of way will be completed through right of entry.

BIDDING SUPPORT TASKS

- Prepare cost estimate for use in Bid evaluation;
- Prepare plans on reproducible stock and on compact disk in PDF format for Board's use in preparing additional bid sets. Submit electronic file in MS WORD containing a complete set of project technical specifications.
- Respond to questions from bidders if requested by Board. Prepare items for addenda, if needed.

CONSTRUCTION PHASE TASKS

- Assist in the resolution of field issues and interpretations of the Plans and Specifications as requested by Board. Provide at least an initial response to questions within one day.

PROJECT MANAGEMENT TASKS

- Establish phased budget to monitor project performance.
- Manage sub-consultants if required. Develop subcontracts, negotiate fees, coordinate their work and incorporate with services. Process Subconsultant invoices and other data.
- Prepare Invoices to Board to include supporting documentation and cost records if requested. Prepare Progress Reports in format acceptable to Board.

ASSUMPTIONS:

Environmental Hazards

Per previous visits, no known environmental hazard or sensitive areas are expected to exist on the project sites. If field investigations reveal or develop a suspicion of such a condition, then the appropriate step is to perform an environmental Phase I or Phase II survey. This work, if required, has not been included.

Land Rights / Rights of Entry

It is assumed that the study area will be accessible to Bynum Fanyo given a reasonable effort to notify property owners of the nature and timing of the work.

Right of Way Acquisition

Per guidance by the Board's representatives, it is understood that right of way will not be required for this project and those services are not specifically mentioned in the Scope of Services.

**EXHIBIT B
COMPENSATION**

This project is to be completed and invoiced using a Lump Sum basis. If additional services are needed, additional compensation will be determined using the same rates that appear in Exhibit A. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

14th Street from Madison to Woodburn

Topographic and Utility Survey with R/W \$4,000.00
 Design \$8,760.00
 Bidding and Construction Phase \$1,170.00
 Project Management \$ 780.00
 Printing, Copying and Court House Document
 Expenses.....\$400.00 Total Lump Sum
 \$ 15,110.00

For the purpose of estimating additional work, if found necessary, the cost of such additional work shall be determined on the following schedule:

Senior Project Manager: \$150 / hour
 Project Engineer: \$ 120/ hour
 Direct Expenses: At Cost
 Subconsultants: At Cost + 5%

**EXHIBIT C
PROJECT SCHEDULE**

14th Street Sidewalk

MILESTONES	ESTIMATED DATE	COMMENTS
Notice to Proceed	Jan. 5, 2020	
Initial Stakeholder Meetings Complete		N/A
Submit Preliminary Plans	March 1, 2020	Assumes expedited review period for City
Final Stakeholder Meetings Complete		N/A
Submit Draft Final Plans	May 1, 2020	Assumes expedited review period for City

Complete
Final Plans May 30, 2020
Bid Advertisement June 15, 2020
Bid Opening July 15, 2020
Construction Aug 1-Nov. 1 2020

EXHIBIT D
KEY PERSONNEL

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

Position / Responsibility	Name
Senior Project Manager	Jeffrey S. Fanyo, PE
Project Engineer	Rick Coppock

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

1. The undersigned is the President of Bynum Fanyo and Associates, Inc.
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.

Jeffrey S. Fanyo, P.E., CFM
President, Bynum Fanyo and Associates, Inc.

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____

EXHIBIT F
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

Bynum Fanyo and Associates, Inc.
(Name of Organization)

By: _____

Jeffrey S. Fanyo, P.E., CFM
President

STATE OF INDIANA)

) SS:

COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____

County of Residence: _____ Commission Number: _____



Board of Public Works Staff Report

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

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Russell White

Date: 10/29/2019

Report: This revised change order #1 is a result of an internal audit of project costs that identified two separate errors in the original Change Order #1. There are as follows;

- Item #1 Installed 715-05149 Pipe Typ 2, Circular, 12IN._CO2. The unit price was identified as \$79.18 LFT, with a total cost for this item of \$6,479.30. The actual unit price should have been \$40.00 LFT, for an actual cost of \$3,273.20.
- Item #8 805-07463 PCCP Base Patching, 8IN. The quantity installed was identified as 42.42 SYS with a total cost of \$5,230.81. The actual amount installed was 135.57 SYS for an actual cost of \$16,717.14.

The original contract amount for this project was \$249,675.00. If approved this revised change order will result in an increase of \$16,089.92. The adjusted total contract sum would be \$265,764.92.

Recommendation and Supporting Justification: Staff recommends approval of the revised change order #1.

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

Board of Public Works
Staff Report

Board of Public Works
Staff Report

CHANGE ORDER



Project Name:
Mitchell Street Sidewalk

Contractor:
Monroe LLC
4440 State Road 46 West
Nashville, Indiana 47402

Change Order Number: 1 REVISED

Date of Change Order: Wednesday, July 24, 2019

Engineer's Project #:

NTP Date: Tuesday, January 22, 2019

Allowable Calendar Days: 75 (includes holiday's)

Original Completion Date: Saturday, June 15, 2019

Requested By:

Owner	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
Contractor	<input type="checkbox"/>
Field	<input type="checkbox"/>
Other	<input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit	Unit Price	Item Total
1	Installed 715-05149 Pipe Tye 2, Circular, 12IN._CO2	81.83	LFT	/ \$40.00	\$3,273.20
2	Common Excavation 203-02000	3.7	CYS	/ \$20.00	\$74.00
3	Remove Existing Curb and Gutter 202-02279	10.5	LFT	/ \$21.30	\$223.65
4	INLET, A2, 720-45005	2	Each	/ \$2,000.00	\$4,000.00
5	Mobilization and Demobilization_CO2	1	Lump Sum	/ \$660.00	\$660.00
6	Install 605-06155 Curb and Gutter, Concrete, Modified	15	LFT	/ \$30.00	\$450.00
7	109-08359 Liquidated Damages	20	Days	/ -\$500.00	(\$10,000.00)
8	805-07463 PCCP Base Patching, 8IN.	135.57	SYS	/ \$123.31	\$16,717.14
9	720-44000 Casting Adjust to Grade	1	Each	/ \$691.93	\$691.93

The original Contract Sum:	\$249,675.00
The net change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$249,675.00
The Contract Sum will be changed by this Change Order in the amount of:	\$16,089.92
The new Contract Sum including this Change Order will be:	\$265,764.92
The Contract Time will be changed by:	3 days
The date of Substantial Completion as of the date of this Change Order therefore is:	Wednesday, June 19, 2019

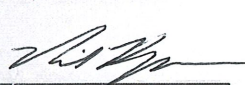
(Note: This Change Order does not include changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

Planning and Transportation
Transportation & Traffic Engineer

401 North Morton Street
ADDRESS

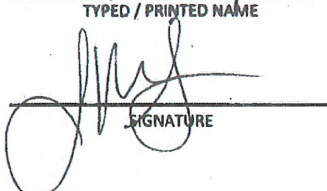
Neil Kopper
TYPED / PRINTED NAME


SIGNATURE

Monroe LLC
CONTRACTOR

4440 State Road 46 West
Nashville, Indiana 47402
ADDRESS

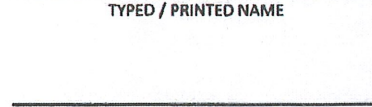
John M Simpson
TYPED / PRINTED NAME


SIGNATURE

Board of Public Works
OWNER

401 North Morton Street
ADDRESS

Kyla Cox Deckard
TYPED / PRINTED NAME


SIGNATURE



Board of Public Works Staff Report

Project/Event: Change Order #3 for the West 17th Street Reconstruction Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: October 29, 2019

Change Order #3 consist of changes made for additional rock excavation. 632.67 additional cubic yards of rock have been excavated from the project.

The original contract amount for the project was \$3,026,526.18. Change Order #3 would result in an increase to the contract of \$75,920.40. The new contract sum including Change Order #3 would be \$3,228,890.78.

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

Staff has reviewed the proposed change order and recommends approval of Change Order #3 for the West 17th Street Reconstruction Project.

Recommend **Approval** **Denial by Matt Smethurst**

Reed and Sons Construction, Inc.**CHANGE ORDER
REQUEST**299 Moorman Road
Bloomington, IN 47403Phone: (812) 824-9237
Fax: (812) 824-6616**No. 4****TITLE:** Change Order Request**DATE:** 10/10/2019**PROJECT:** City of Bloomington - Planning
City of Bloomington - Planning & Trans.**TO:** Attn:
City of Bloomington
PO Box 100
Bloomington, IN 47402

DESCRIPTION

Extra Rock Removal 9/1/19 to 10/11/19:

For the Hill:

100x3x4 = 44.44 (storm)

6x6x6 = 8 (Box)

2x27x50 = 100 (path)

27x3x25 = 75 (path)

4.6x27x25 = 112.50 (path)

For the Structures:

12x5x4 = 8.08 (str 46&47)

12x5x4 = 8.08 (str 42&43)

12x5x4 = 8.08 (str 22&25)

For the Storm:

27x2x100 = 200

4x2x100 = 29.63

For Fiber:

1x2x200 = 14.81 (1/2 wall)

5x5x5 = 4.62 (box)

5x5x5 = 4.62 (box)

1x2x200 = 14.81 (1/2 wall)

Total is 632.67

**** At this time we would also like to ask for additional days to our contract:
For the total of 15 additional days****APPROVAL****By:** _____**By:** _____**Date:** 10/10/2019 _____**Date:** _____

CHANGE ORDER



Project Name:
West 17th Street Reconstruction

Change Order Number: 3
Date of Change Order: Monday, October 21, 2019

Requested By:
 Owner
 Engineer
 Contractor
 Field
 Other

Contractor:
Reed and Sons Construction, Inc.
299 Moorman Road
Bloomington, Indiana 47403

Engineer's Project #:
NTP Date: Monday, April 01, 2019
Allowable Calendar Days: 215 (includes holiday's)
Original Completion Date: Friday, November 08, 2019

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Rock Excavation	632.67	\$120.00 / CYD	\$75,920.40
2			/	
3			/	
4			/	
5			/	
6			/	
7			/	
8			/	
9			/	

The original Contract Sum:	\$3,026,526.18
The net change by previously authorized Change Orders:	\$126,444.20
The Contract Sum prior to this Change Order was:	\$3,152,970.38
The Contract Sum will be changed by this Change Order in the amount of:	\$75,920.40

The new Contract Sum including this Change Order will be:	\$3,228,890.78
The Contract Time will be changed by:	0 days

The date of Substantial Completion as of the date of this Change Order therefore is: Friday, November 08, 2019

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

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

Planning and Transportation
 Transportation & Traffic Engineer

401 North Morton Street
 ADDRESS

Neil Kopper
 TYPED / PRINTED NAME

 SIGNATURE

Reed and Sons Construction, Inc.
 CONTRACTOR

299 Moorman Road
Bloomington, Indiana
 ADDRESS

 TYPED / PRINTED NAME

 SIGNATURE

Board of Public Works
 OWNER

401 North Morton Street
 ADDRESS

Kyla Cox Deckard
 TYPED / PRINTED NAME

 SIGNATURE



Board of Public Works Staff Report

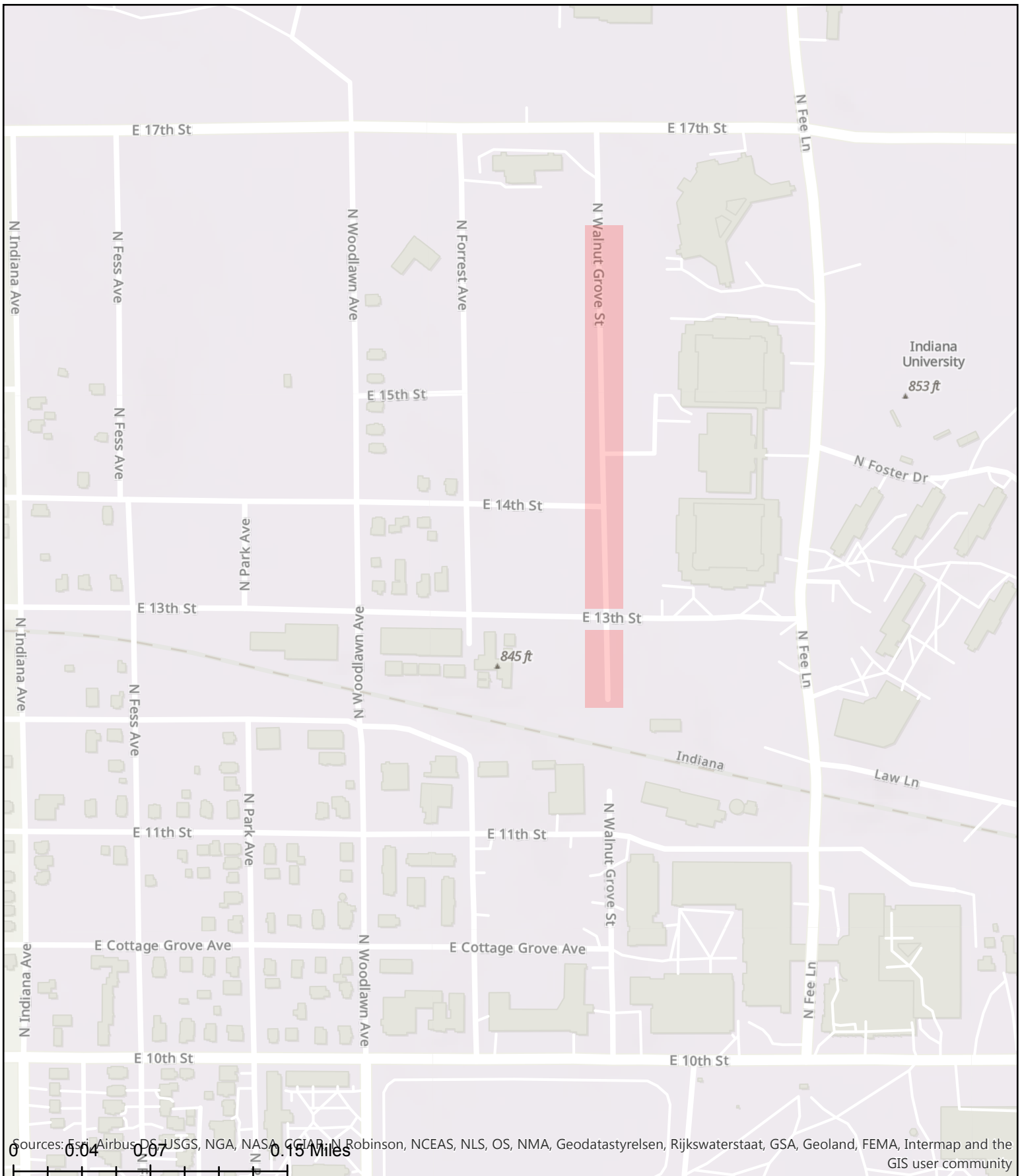
Project/Event: Request for Temporary Road Closure of Walnut Grove by Indiana University
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Roy Aten
Date: 10/29/2019

Report: Indiana University is requesting the temporary road closure of North Walnut Grove in order to construct the IU North Student Housing Project. The closure will consist of two segments of Walnut Grove; from East 13th Street south to the railroad tracks, and from East 13th Street north to East 17th Street. East 13th Street will remain open to traffic. The sidewalks along East 13th Street will remain open to traffic, along with the eastern sidewalk along North Walnut Grove. The closure is expected to begin in November 2019 and remain in place through August of 2021.

Recommendation and Supporting Justification: Staff has reviewed the requested closure and is recommending approval with the following two condition.

- (1) The area over and adjacent to the water main shall not be used for storing materials.
- (2) All closures will be signed and barricaded in accordance with the latest edition of the MUTCD.

Recommend **Approval** **Denial** by: *Roy Aten*



Walnut Grove Closure Indiana University

October 24, 2019

For use as map information only, information is NOT warranted.



City of Bloomington
ITS Department



Geographic
Information System



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: Walnut Grove Indiana RR approx. 200' south of 17th 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
 Other: _____

Date(s) of Closure: From <u>November 1, 2019</u> To <u>August 10, 2021</u> > 2 weeks? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Start Time: _____: _____ a.m. / p.m.
	End Time: _____: _____ a.m. / p.m.
Overnight Closure Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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: Indiana University

Contact Person (*Printed Name*): Mark Ramsey

Contact Email: maaramse@indiana.edu Contact Phone No.: 812-855-9480

Signature: Mark A. Ramsey Date: 10/24/2019

For Administration Use Only

Approved By: _____ BPW Staff Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Approve Addendum #2 with Aztec Engineering Group, Inc. for B-Line Extension Project
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Roy Aten
Date: 10/29/2019

Report: This project will install a new multi-use path from the B-line western terminus at North Adams Street to West 17th Street. Aztec Engineering was selected to design this project and awarded a contract on December 12th, 2017. This addendum will add right-of-way services, additional survey, geotechnical investigations and reports to the contract for an additional amount of \$176,096.00. After approval of this addendum the final cost of the design contract will be \$702,799.00. Funding for the addendum will be provided through the consolidated TIF and subject to RDC approval.

Recommendation and Supporting Justification: Staff has reviewed the addendum and is recommending approval with the following condition.

- (1) The notice to proceed for addendum #2 shall not be issued until funding is approved through the Bloomington Redevelopment Commission.

Recommend **Approval** **Denial by:** *Roy Aten*

ADDENDUM #2 TO AGREEMENT FOR CONSULTING SERVICES
between the
CITY OF BLOOMINGTON
and
AZTEC ENGINEERING GROUP, INC. (“Consultant”)

This Addendum #2 supplements the Agreement for Consulting Services with AZTEC Engineering Group, Inc. (“Agreement”) for the B-Line Extension and Multiuse Path project entered on December 12, 2017, as follows:

1. Scope of Services: Section VI, part 6 of the Agreement between the City of Bloomington Planning and Transportation Department through the Board of Public Works (“Board”) and the Consultant states: “The Consultant shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract.” The Board and Consultant believe it is in the best interest of the project to add certain services to the Scope of Services as specified in Exhibit A to the Agreement (“Additional Services”). These Additional Services are specified in Exhibit F, which is attached to this Addendum and incorporated herein.
2. Compensation: The Additional Services are in the amount of One-Hundred Seventy-Six Thousand Ninety-Six dollars (\$176,096.00) as specified in Exhibit F. The Additional Services increase the design cost of the Project to a total amount of Seven-Hundred Two Thousand Seven-Hundred Ninety-Nine dollars (\$702,799.00).
3. Schedule: Article 6 of the Agreement states: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Updates to the schedule are provided in Exhibit F.
4. In all other respects, the Agreement and the Addendum 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

By: _____

Kyla Cox Deckard, President
Board of Public Works

Date: _____

By: _____

Terri Porter, Director
Dept. of Planning and Transportation

Date: _____

By: _____

Philippa M. Guthrie, Corporation Counsel

Date: _____

CONSULTANT

By:  _____

Adrian Reid, P.E.
Associate Vice President, AZTEC

Date: October 29, 2019

Exhibit F
Additional Services

A. *Additional topographic survey*

Additional services by AZTEC's survey subconsultant, Bledsoe Riggert Cooper James (BRCJ), were necessary to complete the project design. Exhibit E included in Contract Addendum #1 included three components to the additional services: ROW staking, additional survey, and a route plat survey. Exhibit F adds the following to topographic survey:

1. Additional survey for the project includes Fountain Drive farther to the west of the proposed intersection improvement of Fountain and Crescent Road for purposes tying the new alignment of Fountain to the existing. Additional survey will also capture recently completed improvements for a site development on Crescent Road. The total amount of additional survey is \$2,500.00, \$1,800.00 of which was included in Addendum #1. The quote is attached to Exhibit F and adds \$700.00 in survey to the contract.

The total additional survey is \$700.00 which brings the total amount to \$28,208.00.

B. *Additional geotechnical services*

Addendum #1 to the contract included the full scope of geotechnical services for the project, adding additional borings and pavement design. Addendum #2 refines the estimate based on site reconnaissance to include the following:

1. An additional location for a retaining wall boring to replace an existing retaining wall along Crescent Road.
2. An additional location for retaining wall borings for a new retaining wall along Crescent Road between the road and multiuse path adjacent to Crescent Point subdivision.
3. Traffic control for geotechnical operations on Fountain Drive and Crescent Road to maintain traffic without road closures due to the route being an active detour for construction on 17th Street.

The total of additional geotechnical services is \$7,330.00, which brings the total amount to \$29,494.00.

C. *Waters Report*

Addendum #2 includes a Waters Report. The purpose of the report is to determine the presence of jurisdictional wetlands, waterways, and floodplains. The initial scope and preliminary investigation do not indicate any waterbodies exist in the project area. There is an existing detention basin between Adams Street and Fountain Drive. There is also no indication that the basin is a wetlands, but environmental approvals for the project require confirmation that no jurisdictional waters are present from the United States Army Corps of Engineers (USACE). This creates the need for a Waters Report which will include the following services:

1. Field Data Collection. Our sub will conduct a desk review of available maps and data to determine wetland areas and an on-site evaluation of soils, hydrology, plants, etc. to determine the presence, if any, of wetlands. These will be mapped on project plans and documented with photos.
2. Waters of the U.S. Report. From the data collection, our sub will generate a formal report to be utilized in preparation of the NEPA document for the project and any permit applications such as a 401/404.

The total for additional services for a Waters Report is \$3760.00. Exhibit F.4 contains a more detailed description of the services that will be provided.

D. *Archaeological Investigation*

The Early Environmental Coordination feedback from INDOT’s Cultural Resources Office (CRO) added a requirement for a Phase 1a archaeological investigation for apparently undisturbed areas in the project corridor. This investigation must be completed by a Department of Historic Preservation and Archaeology (DHPA) qualified professional with INDOT prequalification category 5.9.

AZTEC proposes that Green 3 conduct the site archaeological investigation. Addendum #2 includes fees for field investigation and analysis of undisturbed areas and for the project corridor as a whole. Green 3’s scope and fee is included in Exhibit F.4. for an additional amount of \$4,706.00.

E. *Revised Right-of-Way Acquisition Services*

Addendum #2 revises contract language specific to one subconsultant to facilitate a change to the ROW team who will provide acquisition services for the contract. The team will include a Title Search company, an Appraiser, a Review Appraiser, and a local Buyer managed by a prequalified subconsultant different from the one named in the contract. The revised ROW Management proposal is included Exhibit F.4.

The estimate for ROW Acquisition Service is derived from the 2019 INDOT Real Estate Services Fee Schedule provided in Exhibit F.4. Because Appraisal Problem Analyses have not occurred, the type of appraisals necessary to complete the work is an estimate. The fees could change if more intensive efforts (e.g. Long Form commercial appraisals, relocations) are necessary. Addendum #2 assumes 20 parcels will need ROW acquisition with 15 commercial and 5 residential parcels.

Contract Addendum #1 included \$78,800 for ROW Engineering and Services that only included Appraisal Problem Analyses. Addendum #2 includes the full scope of ROW Acquisition services as described for an additional amount of \$159,600 for a total of \$238,400 in ROW Engineering and Acquisition Services.

F. *Schedule Update*

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

MILESTONE	ORIGINAL ESTIMATED DATE (CONTRACT)	CONTRACT UPDATE – Add.#1 (12/11/18)	CONTRACT UPDATE – Add. #2 (8/6/19)
Notice to Proceed	December 15, 2017	No change	No change
Early Public Outreach Meeting	February 6, 2018	Combined with 1 st Public Meeting	No change

Initial Project Assessment Completion	March 8, 2018	September 28, 2018	No change
Public Meeting (15% Design)	April 4, 2018	February 2019	September 2019
Stage I (30% Design) Plans	June 29, 2018	March 2019	No change
Stage II (60% Design) Plans	October 17, 2018	June 2019	August 2019
Approval of Environmental for ROW Purchase	November 16, 2018	August 2019	September 2019
Public Meeting (80% Design)	January 22, 2019	October 2019	January 2020
Stage III (100%) Plans	May 29, 2020	No change	No change
Bid Opening/Award	November 2020	No change	No change

Exhibit F

Index of Appendices

- F.1. Original Contract Fee Estimate including Addendum #01
- F.2. Addendum #2 Scope and Fee Estimate
- F.3. Revisions to Contract
- F.4. Subconsultant Estimates and Support Documents

F.1. Original Contract Fee Estimate Including Addendum #1

SUMMARY OF ESTIMATED COSTS

Firm: AZTEC ENGINEERING GROUP, INC.
 320 W. 8th Street, Suite 100
 Bloomington, IN 47404
 Phone: 812-717-2555

Project Name: B-Line Extension Project
 City Project Number: DES#1700735
 AZTEC Project No.: INMUN1716
 Date: December 11, 2018
 Revision: 3

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PRELIMINARY PROJECT DESIGN

Estimated Direct Labor - Design of B-Line Trail Extension

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	123	\$ 181.47	\$ 22,321
Senior Project Engineer	222	\$ 181.47	\$ 40,286
Project Engineer	567	\$ 155.82	\$ 88,350
Engineer/Designer	878	\$ 136.79	\$ 120,102
Technician/Drafter	1,261	\$ 86.14	\$ 108,623
Project Assistant/Admin.	118	\$ 61.30	\$ 7,233
Totals	3,169		\$ 386,915

Total Estimated Labor - AZTEC \$ 386,915

DIRECT EXPENSES

Mileage - 9 months x 100 miles/month x \$0.38/mile	\$ 342
Full size plan sets - 89 shts @ \$2.00/sht x 1 set x 3 submittals	\$ 534
Deliveries to various entities - 9 months x 1 deliveries/mo. x \$20/delivery	\$ 180
EDR Radius Report	\$ 500
Display boards for Public Meetings (2 meetings @ \$500 per meeting)	\$ 1,000

Total Direct Expenses - AZTEC \$ 2,556

SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey	\$ 27,508
Hydrogeology - Karst Investigation	\$ 5,860
Earth Exploration - Geotechnical Investigation, Pavement Design	\$ 22,164
Little River Consulting - Ecological investigation	\$ 2,900

SUB-CONSULTANT WORK (COST PLUS TO MAX.)

BLN - ROW Engineering, Plats, Legal Descriptions, APAs.	\$ 78,800
---	-----------

Subconsultant Sub-total (Lump Sum) \$ 137,232

Total Estimated Contract Value \$ 526,703



Adrian Reid, P.E., Associate Vice President

12/11/2018

DATE

F.2. Addendum #02 Fee Estimate

SUMMARY OF ESTIMATED COSTS

Firm: AZTEC ENGINEERING GROUP, INC.
 320 W. 8th Street, Suite 100
 Bloomington, IN 47404
 Phone: 812-717-2555

Project Name: B-Line Exension Project
 City Project Number: DES#1700735
 AZTEC Project No.: INMUN1716
 Date: August 6, 2019
 Revision: 5

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PRELIMINARY PROJECT DESIGN

Estimated Direct Labor - Design of B-Line Trail Extension

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	123	\$ 181.47	\$ 22,321
Senior Project Engineer	222	\$ 181.47	\$ 40,286
Project Engineer	567	\$ 155.82	\$ 88,350
Engineer/Designer	878	\$ 136.79	\$ 120,102
Technician/Drafter	1,261	\$ 86.14	\$ 108,623
Project Assistant/Admin.	118	\$ 61.30	\$ 7,233
Totals	3,169		\$ 386,915

Total Estimated Labor - AZTEC \$ 386,915

DIRECT EXPENSES

Mileage - 9 months x 100 miles/month x \$0.38/mile	\$ 342
Full size plan sets - 89 shts @ \$2.00/sht x 1 set x 3 submittals	\$ 534
Deliveries to various entities - 9 months x 1 deliveries/mo. x \$20/delivery	\$ 180
EDR Radius Report	\$ 500
Display boards for Public Meetings (2 meetings @ \$500 per meeting)	\$ 1,000

Total Direct Expenses - AZTEC \$ 2,556

SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey	\$ 28,208
Hydrogeology - Karst Investigation	\$ 5,860
Earth Exploration - Geotechnical Investigation, Pavement Design	\$ 29,494
Little River Consulting - Ecological investigation + Waters Report	\$ 6,660
Green 3 - Archaeological Investigation	\$ 4,706

SUB-CONSULTANT WORK (COST PLUS TO MAX.)

ROW Engineering, ROW Mgmt., ROW Acquisition Services	\$ 238,400
--	------------

Subconsultant Sub-total (Lump Sum) \$ 313,328

Total Estimated Contract Value \$ 702,799



Adrian Reid, P.E., Associate Vice President

8/6/2019

DATE

TEAM AZTEC
B-Line Extension Project

ROW SERVICES	Residential	Commercial	Total	INDOT	Unit	INDOT	INDOT				Total
DESCRIPTION	Parcels	Parcels	Parcels	Fee		Fee (Res.)	Fee (Com)				
ROW Engineering (From Revised Estimate)											
Permanent Legal Descriptions	5	15	20	\$ 900.00	Ea						\$ 18,000.00
Temporary Legal Descriptions			5	\$ 350.00	Ea						\$ 1,750.00
Parcel Plans	5	15	20	\$ 900.00	Ea						\$ 18,000.00
R/W Plan Development (Incl. Plat #1)	5	15		\$ 10,000.00	LS						\$ 10,000.00
LRS Updates				\$ 5,000.00	LS						\$ 5,000.00
Parcel Packet Submittal				\$ 1,000.00	LS						\$ 1,000.00
Project Administration				\$ 1,500.00	LS						\$ 1,500.00
Title Search – Residential and Commercial	5	15	20		Ea	\$ 330.00	\$ 450.00				\$ 8,400.00
Title Search – Updates	2	4	6		Ea	\$ 75.00	\$ 100.00				\$ 550.00
Appraisal Problem Analyses (APAs)			20	\$ 240.00	Ea						\$ 4,800.00
ROW Management			20	\$ 1,075.00	Ea						\$ 21,500.00
Appraisals – Short Form (Commercial, Industrial, etc.)			10	\$ 4,300.00	Ea						\$ 43,000.00
Appraisals – Value Finding			6	\$ 1,830.00	Ea						\$ 10,980.00
Appraisals – Long Form			4	\$ 4,300.00	Ea						\$ 17,200.00
Review Appraisals – Short Form			10	\$ 2,050.00	Ea						\$ 20,500.00
Review Appraisals – Value Finding			6	\$ 920.00	Ea						\$ 5,520.00
Review Appraisals – Long Form			4	\$ 2,025.00	Ea						\$ 8,100.00
Misc. Appraisals			1	\$ 2,000.00	Ea						\$ 2,000.00
Buying Services			20	\$ 1,930.00	Ea						\$ 38,600.00
Recording fees (\$100/parcel @ 20 parcels)			20	\$ 100.00	Ea						\$ 2,000.00
Subtotal Data Collection Items											\$ 238,400.00

TEAM AZTEC
B-Line Extension Project

Survey		Cost per				Total
DESCRIPTION	Parcels	Parcel				
Original Contract Amt.						\$ 14,768.00
Additional Survey - Addendum #1						\$ 1,800.00
Additional Survey - Addendum #2						\$ 700.00
ROW Staking (20 parcels)	20	\$ 180.00				\$ 3,600.00
ROW Re-staking (7 parcels)	7	\$ 120.00				\$ 840.00
Route Plat Survey						\$ 6,500.00
Subtotal Survey Items						\$ 28,208.00

F.2. Additional Scope/Fee Estimate for AZTEC Subconsultants

The original scope and fee proposal includes the following subconsultants and fees in the base contract:

Subconsultant	Service	Amount
BRCJ	Survey	\$27,508.00
Hydrogeology, Inc.	Karst survey	\$5,860.00
Earth Exploration, Inc.	Geotechnical Investigation	\$22,164.00
Little River Consulting	Ecological Investigation	\$2,900.00
BLN	ROW Engineering, ROW Services	\$78,800.00 (Cost-Plus to Max.)
	SUBTOTAL	\$137,232.00

The revised subconsultant fee amounts and new subconsultants in Addendum #01 are as follows:

Subconsultant	Service	Amount
BRCJ	Survey	\$28,208.00
Hydrogeology, Inc.	Karst survey	\$5,860.00
Earth Exploration, Inc.	Geotechnical Investigation	\$29,494.00
Little River Consulting	Ecological Investigation	\$6,660.00
Strand Associates	ROW Engineering	\$76,750.00 (Cost-Plus to Max.)
Green 3	Archaeological Investigation	\$4,706.00
Courtland Title Company	Title Search	\$8,950.00 (Cost-Plus to Max.)
Perry & Associates	Appraisals	\$71,180.00 (Cost-Plus to Max.)
Monroe Owen Appraisals	APAs + Review Appraisals	\$40,920.00 (Cost-Plus to Max.)
Todd Taylor	Buying, Negotiating, Closing	\$40,600.00 (Cost-Plus to Max.)
	SUBTOTAL	\$313,328.00

The revised subconsultant fees in Addendum #02 add \$176,096.00 to the base contract. **Exhibit F.4.** includes support documentation from new subs and those whose estimates changed. These services are summarized on the following pages and include the following:

1. Additional survey services:
 - a. \$700.00 in additional topographic survey for intersection improvements for the new alignment tie-in on Fountain Drive west of Crescent and privately constructed improvements on Crescent Road.
2. Additional geotechnical investigation in the amount of \$7,330.00 to include borings for a new retaining wall and replacement of an existing retaining wall adjacent to Crescent Road and for MOT to maintain traffic during geotechnical operations on Crescent and Fountain which are an active detour route for construction on 17th Street.
3. Inclusion of a Waters Report in the amount of \$3,760.00 for site investigation and analysis with a written report denoting the presence of water bodies, wetlands, etc.
4. Inclusion of Archaeological Investigation services in the amount of \$4,706.00 with written findings as required by the INDOT CRO.
5. ROW Engineering modified to replace an existing subconsultant and add new subconsultants providing ROW Acquisition Services including Title Search, APAs, Appraisals, Review Appraisals, Buying Services, and overall management of ROW Acquisition following INDOT guidelines and the Uniform Act. The additional services increase ROW Services from \$78,800.00 to \$238,400.00 and includes 20 parcels with 15 commercial and 5 residential parcels.

F.3. Revisions to Contract

- The City will review plan submissions for drainage design and Rule 5 review. However, the SWPPP plans ultimately will be submitted for agency review and permit issuance to the Monroe County Soil and Water Conservation District and IDEM.
- The 2-year pre-development and 2-year post development storm water runoff must match. The same applies to the storm water design for the 10-year and 100-year rainfall events.
- Detention may be utilized as a post-construction BMP for storm water quality as directed by the City.
- Drainage design assumes that additional runoff into the Lemon Lane watershed will not be allowed. New storm water outfalls into this watershed will be prohibited.

8. Right-of-Way Engineering Services

A. AZTEC's scope and cost proposal does not include ROW Engineering Services. The following items are anticipated to be included when the full design contract is approved:

- Preparation of ROW Exhibits (Plats) for parcels requiring acquisition.
- Preparation of Legal Descriptions for parcels requiring acquisition.
- Appraisal Problem Analyses (APAs), Appraisals, and Review Appraisals following the Uniform Act process established by INDOT.
- Title and Encumbrance Reports to identify all recorded encumbrances on potential ROW.
- ROW Engineering and a route plat survey for the project.

B. AZTEC's ~~anticipates our will utilize a~~ sub-contractor for ROW Engineering and ROW Engineering Services, ~~will the following company:~~

- ~~—Beam Longest Neff (BLN) — Route plat survey, ROW Engineering, Title Search, APAs~~

It should be noted that ~~BLN-AZTEC~~ will utilize local ~~firms-subconsultants~~ to assist with Title Search, Appraisals, Buying Services ~~noted in their attached scope~~.

C. Assumptions regarding Right-of-Way Acquisition Services include the following:

- Up to 24 parcels require acquisition. The ROW Acquisition will follow the Uniform Act and the INDOT process utilizing the LRS system.
- ROW Acquisition Services is anticipated to be added to the scope at a later time.
- For parcels identified for waiver valuations, a review appraisal will not be necessary and would therefore not be conducted.
- ROW acquisition is "fee simple," so ROW will not be acquired as easement.
- ROW acquisition documentation will ultimately be submitted to INDOT for formal review of land acquisition via the LPA process using federal funds.

9. Landscape Architecture Services

A. AZTEC's proposed estimate to provide Landscape Architectural design services to 15% plan completion includes the following:

- Graphics for the early public coordination meeting.
- Preparation of landscape/trail amenities and design options.

The following items are anticipated to be included when the full design contract is approved:

- For the segments of trail (multiuse path) adjacent to City streets, basic landscaping elements including street trees, retaining wall aesthetics, final contours, and re-establishment of turf.
- For the segment of trail (B-Line Extension) on the north side of Indiana Railroad between Adams Street and Fountain Drive, additional aesthetics (light fixtures, benches, pavers, trailhead treatments, etc.) approximating the existing B-Line aesthetics.
- Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of the roadway elements.

F.4. Subconsultant Estimates and Support Documents

Adrian Reid

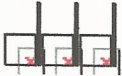
From: Marty James <mjames@brjcivil.com>
Sent: Friday, March 22, 2019 4:03 PM
To: Adrian Reid
Subject: Re: AZTEC Survey needs

Adrian,
I'm thinking \$2500 for the additional topo....do you need in written quote or can you prepare MOD based on this email?

Thanks,
Marty

Marty James, PS | Principal
mjames@brjcivil.com

Bledsoe Riggert Cooper James
Office: 812-336-8277 | Fax: 812-336-0817
1351 West Tapp Road, Bloomington, Indiana 47403
brjcivil.com



Registered in Indiana, Kentucky and West Virginia

On Fri, Mar 22, 2019 at 3:36 PM Adrian Reid <AREid@aztec.us> wrote:

Thanks, Marty,

Fountain Drive was a name change from Vernal Pike due to the relocation and connection of Vernal Pike on the west side to 17th Street. That obsolete section of Vernal on the east side would have been redundant and confusing, so the City renamed Vernal to Fountain Drive for all of it on the east side of I-69. Where I have marked in green is old Vernal Pike, which is the area we need to re-survey.

Thanks,

Adrian



CONTRACT MODIFICATION FORM

Project Title:	<u>B-Line Extension and Multiuse Path</u>	Aztec Project #:	<u>01NMUN1716</u>
Subcontractor Name:	<u>Earth Exploration</u>	Amendment No.:	<u>1</u>
Address:	<u>7770 W. New York Street</u> <u>Indianapolis, IN 46214</u>	Client Contract #:	<u></u>

I. Description of Amendment/Modification:

Additional geotechnical investigation for a second retaining wall, pavement design, a potential bridge, and for MOT during operations in order to maintain traffic on Crescent and Fountain, which are an active detour route due to another project.

II. Compensation for Amendment:

ORIGINAL CONTRACT AMOUNT (Billing Fee):	\$ <u>12,320.00</u>
NET CHANGE BY AMENDMENTS:	
# of PREVIOUS AMENDMENTS (If Applicable) <u>0</u>	Amount: \$ <u>-</u>
THIS AMENDMENT:	\$ <u>12,174.00</u>
REVISED CONTRACT AMOUNT TO DATE:	\$ <u>24,494.00</u>

This fully executed amendment shall become part of the Subcontract for Professional Services dated June 17, 2019

AZTEC Engineering Group, Inc.
 By:
 Name: Adrian Reid
 Title: Associate Vice President
 Date: June 17, 2019

Earth Exploration
 By:
 Name: Kellen P Heavin
 Title: Project Engineer
 Date: 6/17/19



CONTRACT MODIFICATION FORM

Project Title: <u>B-Line Extension and Multiuse Pat</u>	Aztec Project #: <u>01NMUN1716</u>
Subcontractor Name: <u>Earth Exploration</u>	Amendment No. <u>2</u>
Address: <u>7770 W. New York Street</u> <u>Indianapolis, IN 46214</u>	Client Contract #: _____

I. Description of Amendment/Modification:


Additional geotechnical investigation for a third retaining wall which was added to the design after the geotechnical field work was scheduled. Two borings for RW-3 on the north end of Crescent Road, east side of the road between the road and multiuse path. AZTEC field marked wall locations. Earth Ex. will include flagging/MOT and ROW permits with City of Bloomington as needed. Work will be conducted the week of August 12, weather permitting, and concurrently with other work Earth Ex. has in the region.

II. Compensation for Amendment:

ORIGINAL CONTRACT AMOUNT (Billing Fee):	\$ <u>24,494.00</u>
NET CHANGE BY AMENDMENTS:	
# of PREVIOUS AMENDMENTS (If Applicable) <u>1</u>	Amount: \$ <u>-</u>
THIS AMENDMENT:	\$ <u>5,000.00</u>
REVISED CONTRACT AMOUNT TO DATE:	\$ <u>29,494.00</u>

This fully executed amendment shall become part of the Subcontract for Professional Services dated August 6, 2019

AZTEC Engineering Group, Inc.

By: 

Name: Adrian Reid

Title: Associate Vice President

Date: August 6, 2019

Earth Exploration

By: _____

Name: _____

Title: _____

Date: _____

Geotechnical Cost Estimate

B-Line Trail Extension & Intersection Improvements

Bloomington, Indiana

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>			
1. Mobilization and Field Coordination			
a. SPT Rig	1 ea	\$270.00	\$270.00
b. CPT	ea	\$450.00	
c. Field and utility coordination	1 LS	\$660.00	\$660.00
d. Field coordination with property owners			
i. 1 - 10	1 LS	\$320.00	\$320.00
ii. 11 - 25	LS	\$500.00	
iii. Over 25	LS	\$690.00	
e. Mileage	140 mi	\$3.50	\$490.00
2. Truck mounted borings with split spoon sampling	182.5 ft	\$19.00	\$3,467.50
3. Truck mounted borings with drilling fluid	ft	\$19.00	
4. Truck mounted core drilling	10 ft	\$39.00	\$390.00
5. Truck mounted borings			
a. Truck mounted borings through bedrock or boulders or concrete pavement	ft	\$39.00	
b. Bridge deck coring and restoration	ea	\$350.00	
6. Cone penetrometer testing			
a. Set up	ea	\$80.00	
b. Subsurface profiling	ft	\$12.25	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$93.00	
ii . Penetration	ft	\$14.50	
iii. Pore water dissipation test	hr	\$190.00	
iv. Hydraulic conductivity and consolidation	ea	\$75.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$15.75	
e. Sample	ea	\$24.00	
7. Hand or truck soundings	ft	\$12.50	
8. Hand auger drilling	10 ft	\$13.00	\$130.00
9. Skid mounted borings with split spoon sampling	ft	\$30.00	
10. Skid mounted borings using drilling fluid	ft	\$30.00	
11. Skid mounted core drilling	ft	\$43.00	
12. Skid mounted boring through bedrock or boulders	ft	\$45.00	
13. Skid mounted soundings	ft	\$17.50	
14. Skid Mounted Cone Penetrometer Testing (CPT)			
a. Set up	ea	\$115.00	
b. Subsurface profiling	ft	\$17.75	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$110.00	
ii. Penetration	ft	\$20.50	
iii. Pore Water Dissipation Test	hr	\$220.00	
iv. Hydraulic Conductivity and Consolidation	ea	\$85.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$25.00	
e. Sample	ea	\$32.00	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
15. Furnishing of a boat		Actual Cost	
16. Barge set-up expenses			
a. Navigable water			
i. Barge set-up	ea	\$6,000.00	
ii. Rental of support equipment and/or boat		Actual Cost	
iii. Drill rig down time	hr	\$150.00	
b. Non-navigable water barge set-up	ea	\$5,000.00	
17. Additional disassembly and reassembly			
a. Navigable water	ea	\$2,100.00	
b. Non-navigable water	ea	\$1,900.00	
18. Barge mounted borings with split spoon sampling	ft	\$33.00	
19. Barge mounted core drilling	ft	\$45.00	
20. Barge mounted boring through bedrock or boulders	ft	\$45.00	
21. Barge mounted soundings	ft	\$20.00	
22. Casing through water	ft	\$8.50	
23. Uncased sounding through water	ft	\$5.50	
24. Set up for borings and machine soundings			
a. Borings and machine soundings less than 20 ft deep	8 ea	\$70.00	\$560.00
b. Rock core borings	2 ea	\$120.00	\$240.00
25. Additional 2-in. split spoon sampling	8 ea	\$21.00	\$168.00
26. 3-in. split spoon samples	ea	\$23.00	
27. 3-in. Shelby tube samples	2 ea	\$63.00	\$126.00
28. Bag samples			
a. 25-lb sample	ea	\$51.00	
b. 5-lb sample	6 ea	\$33.00	\$198.00
29. Field vane shear test	ea	\$115.00	
30. 4½-in. cased hole	ft	\$12.50	
31. Installation of Geotechnical Instruments			
a. Inclinometer casing installation	ft	\$15.00	
b. Piezometer installation up to 25 ft below surface	ea	\$270.00	
c. Piezometer installation deeper than 25 ft below surface	ea	\$300.00	
d. Metal protective outer cover for inclinometer and piezometer casings	ea	\$125.00	
32. Geotechnical engineer	4 hr	\$120.00	\$480.00
33. Railroad expenses		Actual Cost	
34. Twenty-four hour water levels			
a. Field measurements per borehole	6 ea	\$38.00	\$228.00
b. PVC slotted pipe	ft	\$6.00	
35. Special borehole backfilling			
a. 0 to 30 ft			
i. SPT	13 ea	\$110.00	\$1,430.00
ii. CPT	ea	\$46.00	
b. More than 30 ft			
i. SPT	ft	\$6.50	
ii. CPT	ea	\$1.90	
c. Pavement restoration	10 ea	\$60.00	\$600.00
36. Dozer rental		Actual Cost	
37. Traffic control			

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
a. Flag crew	day	\$1,300.00	
b. Equipment Rental		Actual Cost	
c. Flag crew with equipment	2 day	\$1,550.00	\$3,100.00
38. Centerline surveying		Actual Cost	
Subtotal (Geotechnical Field)			\$12,857.50

GEOTECHNICAL LABORATORY

39. Sieve analysis for soils	5 ea	\$49.00	\$245.00
40. Hydrometer analysis	5 ea	\$58.00	\$290.00
41. Sieve analysis for Aggregates			
a. Analysis by Washing (AASHTO T-11)	ea	\$77.00	
b. Analysis by Using (AASHTO T-27)	ea	\$135.00	
42. Liquid limit	5 ea	\$39.00	\$195.00
43. Plastic limit & plasticity index	5 ea	\$28.00	\$140.00
44. Liquid Limit Ratio	ea	\$75.00	
45. pH test	5 ea	\$15.50	\$77.50
46. Loss on Ignition Test			
a. Loss on Ignition Test (Conventional)	3 ea	\$24.00	\$72.00
b. Loss on Ignition Test (Sequential)	ea	\$52.00	
c. Organic content based on Clorimeter	ea	\$24.00	
47. Topsoil Tests			
a. Phosphorus tests	1 ea	\$21.00	\$21.00
b. Potassium tests	1 ea	\$21.00	\$21.00
48. Moisture Content Tests			
a. Moisture Content Test (Conventional)	70 ea	\$6.75	\$472.50
b. Moisture Content Test (Microwave)	ea	\$8.20	
49. Expansion Index of Soils	ea	\$235.00	
50. Specific Gravity Test	5 ea	\$36.00	\$180.00
51. Unit weight determination	5 ea	\$17.50	\$87.50
52. Hydraulic Conductivity Test			
a. Constant Head	ea	\$235.00	
b. Falling Head	ea	\$285.00	
53. a. Unconfined Compression Test	5 ea	\$45.00	\$225.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	ea	\$115.00	
c. Point Load Strength Index of Rock	ea	\$43.00	
54. Compressive Strength and Elastic Moduli of Intact Rock			
a. Compressive Strength of Intact Rock	ea	\$110.00	
b. Elastic Moduli of Intact Rock	ea	\$430.00	
55. Consolidation Test	ea	\$450.00	
56. Triaxial test			
a. Unconsolidated - Undrained (UU)	ea	\$350.00	
b. Consolidated - Undrained (CU)	ea	\$520.00	
c. Consolidated - Drained (CD)	ea	\$725.00	
d. Pore Pressure measurement with a. or b. and use of back pressure for saturation	ea	\$250.00	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
57 Direct Shear Test	ea	\$530.00	
58 Moisture-Density Relationship Test			
a. Standard Proctor	ea	\$140.00	
b. Modified Proctor	ea	\$155.00	
59 Soil Support Testing			
a. California Bearing Ratio Test	ea	\$525.00	
b. Subgrade Resilient Modulus	ea	\$620.00	
60 Collapse Potential Evaluation Test			
a. Silty Soil (Loess)	ea	\$380.00	
b. Cohesive or Expansive Soils	ea	\$450.00	
61 Water Soluble Sulfate Test	4 ea	\$105.00	\$420.00
62 Water Soluble Chloride Test	ea	\$105.00	
63 Soil Resistivity Test	ea	\$135.00	
64 a. Slake Durability Index Test	ea	\$125.00	
b. Jar Slake Test	ea	\$13.25	

Subtotal (Geotechnical Laboratory) \$2,446.50

GEOTECHNICAL ENGINEERING

65 Geotechnical profile and related work			
a. Without soil subgrade drawings			
First mile	LS	\$1,150.00	
Each additional mile	mi	\$525.00	
b. With soil subgrade drawings			
First mile	LS	\$1,365.00	
Each additional mile	mi	\$600.00	
c. Soil subgrade drawings (only)			
First mile	LS	\$350.00	
Each additional mile	mi	\$220.00	
66 Geotechnical report			
a. Without soil subgrade investigation			
First mile	1 LS	\$2,000.00	\$2,000.00
Each additional mile	mi	\$700.00	
b. With soil subgrade investigation			
First mile	LS	\$2,500.00	
Each additional mile	mi	\$800.00	
c. Soil subgrade investigation (only)			
First mile	LS	\$600.00	
Each additional mile	mi	\$360.00	
67 Settlement analysis and recommendations for embankment			
a. Proposed embankment	ea	\$495.00	
b. Proposed and existing embankment	ea	\$550.00	
68 Ground modification design	ea	\$1,450.00	
69 Slope stability analysis			
a. C, ϕ or C & ϕ analysis	ea	\$770.00	
b. Corrective measures	ea	\$770.00	
c. Stage construction corrective method	ea	\$1,340.00	
70 Bridge foundation analysis and recommendations			
a. Shallow foundation	ea	\$475.00	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
b. Deep foundation			
i. Deep foundation analyses	ea	\$840.00	
ii. Wave equation analyses	ea	\$325.00	
iii. Liquefaction analysis	ea	\$260.00	
iv. Group - 3D analysis	ea	\$420.00	
c. Settlement analysis for bridge pier foundation			
i. Bridge pier	ea	\$380.00	
ii. Embankment plus pier	ea	\$420.00	
iii. Embankment plus pier plus all other loads	ea	\$485.00	
d. Foundation on bedrock	ea	\$370.00	
71 Retaining structure analysis recommendations			
a. Conventional retaining structures and other types such as MSE Walls and Bin walls			
i. Shallow foundation	1 ea	\$860.00	\$860.00
ii. Deep foundation	ea	\$1,130.00	
iii. Settlement analysis for retaining wall foundation	ea	\$370.00	
b. Pile retaining structure analysis and recommendations			
i. Free standing structure	ea	\$1,000.00	
ii. Retaining structure with tie-back system	ea	\$1,450.00	
c. Drilled-in-pier retaining structure analysis			
i. Free standing structure	ea	\$1,025.00	
ii. Retaining structure with tie-back system	ea	\$1,470.00	
d. Soil nailing wall analysis	ea	\$990.00	
72 Seepage analysis	ea	\$1,400.00	
73 Deep dynamic compaction analysis	ea	\$1,400.00	
		Subtotal (Geotechnical Engineering)	\$2,860.00
<u>CONSTRUCTION INSPECTION AND MONITORING</u>			
74 Pressuremeter testing services	day	\$1,600.00	
75 Mobilization of testing equipment	LS	\$160.00	
76 a. Monitoring geotechnical instrumentation	hr	\$75.00	
b. Field Inspector	hr	\$75.00	
77 Integrity testing		Actual Cost	
78 Field Compaction Testing			
a. Dynamic Cone Penetration Test (DCPT)	hr	\$75.00	
b. Light Weight Deflectometer Test (LWD)	hr	\$75.00	
79 Dynamic pile analysis	ea	\$1,025.00	
80 Static load test	ea	\$1,025.00	
81 Dynamic pile load test		Actual Cost	
82 CAPWAP-C analysis	ea	\$480.00	
83 Final construction inspection report	ea	\$925.00	
		Subtotal (Construction Inspection and Monitoring)	
<u>FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS</u>			
84 a. Surface test/Pier or foundation		Actual Cost	
b. Borehole test/Pier or foundation		Actual Cost	
<u>GEOPHYSICAL INVESTIGATION</u>			
85 Geophysical Investigations		Actual Cost	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL PROJECT MANAGEMENT</u>			
86	Project Management		
	a. Project Coordination	mi	\$1,620.00
	b. Project Website	LS	\$3,420.00
87	Geotechnical Review		
	a. Structure Report	ea	\$325.00
	b. Roadway Report	mi	\$275.00

Subtotal (Non-Destructive, Geophysical and Project Management)

PAVEMENT INVESTIGATION

1.	Mobilization of coring equipment	LS	\$200.00
2.	Mobilization mileage for coring equipment	mi	\$1.85
3.	Pavement core (partial depth)	ea	\$125.00
4.	Pavement core (full depth)	ea	\$190.00
5.	Sub-base sample	ea	\$60.00
6.	Cement concrete pavement core density determination	ea	\$33.00
7.	Cement concrete core compressive strength test	ea	\$31.50
8.	Bituminous extraction test	ea	\$84.00
9.	Sieve analysis of extracted aggregate test	ea	\$56.00
10.	Recovery of asphalt from solution by Abson method	ea	\$350.00
11.	Theoretical maximum specific gravity test	ea	\$70.00
12.	Bulk specific gravity test	ea	\$30.00
13.	Air voids calculation	ea	\$28.00
14.	Core report for partial depth core	ea	\$34.00
15.	Core report for full depth core	ea	\$42.00
16.	Pavement analysis and report	ea	\$770.00

Subtotal (Pavement Investigation)

Summary of Fees

Geotechnical Field	\$12,857.50
Geotechnical Laboratory	\$2,446.50
Geotechnical Engineering	\$2,860.00
Construction Inspection and Monitoring	
Non-Destructive, Geophysical and Project Management	
Pavement Investigation	
Geotechnical Total	\$18,164.00
Pavement Design (Intersection and Trail)	\$4,000.00
Estimated Total	\$22,164.00

Adrian Reid

From: Heavin, Kellen P. <kheavin@earthengr.com>
Sent: Monday, May 06, 2019 12:14 PM
To: Adrian Reid
Subject: B-Line Extension - Soil Borings
Attachments: CJ175594 - B-Line Extension.kmz

Good afternoon, Adrian. Thanks for taking the time to discuss this project with me. I've developed our exploratory location plan for this project based on our understanding of the planned improvements (including the switch from the wall to the bridge near the railroad and the new retaining wall near 920 N Crescent Road). See the attached kmz for the proposed boring locations. As we discussed on the phone, most of these borings are in what I believe (hope) is existing right-of-way. The borings that are obviously in private property are summarized below.

Boring	Element
TB-1 & TB-2	Bridge over Overflow Structure
RW-1	New retaining wall
RW-2	New retaining wall

I separated RW-1 and RW-2, even though they're for the same wall, since they're on different properties. Can you please send me property owner information for these three borings? Also, if you could, please review the other boring locations to see if we have sufficient right-of-way to perform a boring at that location.

In addition, I reviewed our proposed scope against the existing budget. Right now, I estimate that we're over our budgeted estimate by about \$2,330. There are a few ways that we can reduce this, the fee for traffic control for one is \$1550 per day. If all of the borings are performed at the locations shown on the kmz, we'll only need one day of traffic control. Additionally, if the city can provide this service (flagging, likely necessary for an hour or less) we could save the entire budgeted amount.

Let me know if you have any questions or need anything else from me. Thanks!

Kellen P. Heavin, P.E.

Project Engineer

Earth Exploration, Inc., A Terracon Company

7770 W. New York Street | Indianapolis, IN 46214-2988

O (317) 273-1690 ext. 101 | D (317) 746-7906 | M (317) 450-6438

kheavin@earthengr.com | earthengr.com | terracon.com



Terracon provides environmental, facilities, geotechnical, and materials consulting engineering services delivered with responsiveness, resourcefulness, and reliability.



CONTRACT MODIFICATION FORM

Project Title: <u>B-Line Extension and Multiuse Path</u>	Aztec Project #: <u>01NMUN1716</u>
Subcontractor Name: <u>Little River Consultants</u>	Amendment No. <u>1</u>
Address: <u>9675 South CR 100 East</u> <u>Clayton, IN 46118</u>	Client Contract #: _____

I. Description of Amendment/Modification:


Field data collection and creation of a formal waters report to use in the preparation of the NEPA document and to request USACE determination on waters of the US within the project area (wetlands, streams, etc). Work to be completed within ~~3 weeks~~ **5 weeks** of NTP, weather permitting.

II. Compensation for Amendment:

ORIGINAL CONTRACT AMOUNT (Billing Fee):	\$ <u>2,900.00</u>
NET CHANGE BY AMENDMENTS:	
# of PREVIOUS AMENDMENTS (If Applicable) <u>1</u>	Amount: \$ <u>-</u>
THIS AMENDMENT:	\$ <u>3,760.00</u>
REVISED CONTRACT AMOUNT TO DATE:	\$ <u>6,660.00</u>

This fully executed amendment shall become part of the Subcontract for Professional Services dated July 17, 2019

AZTEC Engineering Group, Inc.


By: 

Name: Adrian Reid

Title: Associate Vice President

Date: July 17, 2019

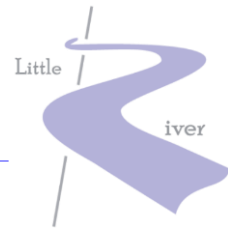
Little River Consultants

By: 

Name: A. Rachele Baker

Title: Chief Ecologist

Date: July 17, 2019



June 4, 2019

Michael Myers
Environmental Services Division Lead
AZTEC Engineering
4561 East McDowell Road
Phoenix, Arizona 85008

Subject: Proposal for Waters Report
B-Line Trail Expansion
Bloomington, Indiana
Project 19-018

Dear Mr. Myers:

Little River Consultants is pleased to provide you with this proposal for wetland and stream services for expansion of the B-Line Trail in Bloomington, Indiana. The project will connect the existing B-Line Trail Terminus at Adams Street with the multiuse path on the 17th Street I-69 overpass. The current proposed route for the new trail would follow the railroad corridor from Adams Street to Fountain Drive (Vernal Pike), Fountain Drive from the railroad corridor to Crescent Road, and Crescent Road from Fountain Drive to 17th Street. Little River Consultants has previously provided a cursory assessment of biological and water resources along the proposed route. As the project has progressed, a more formal Waters Report is needed to document stream and wetland resources within the project limits.

The USGS quad map of the area shows no blue line streams within the project boundary, the NWI map and the FIRM show no wetlands or floodplains within or near the project limits, and the soils mapped within the project limits are not hydric and contain no hydric soil components. Aerial photography does not indicate the presence of wet areas or drainageways within the project limits.

An onsite inspection revealed three channels and two wetland areas near the study limits. A formal delineation of jurisdictional areas within the study area will provide the information needed for the NEPA document and permitting process. The resulting Waters Report will follow the Indiana Department of Transportation (INDOT) template. Based on our current understanding of the project, we propose the following services in support of this project.

SCOPE OF SERVICES

The purpose of these services is to identify and delineate the boundaries of jurisdictional wetlands and streams within the study area, and prepare a written report of the findings in a format suitable for use in preparation of the National Environmental Policy Act (NEPA) document, and inclusion in future Clean Water Act (CWA) Section 404/401 permit applications, if needed.

Task 1 – Field Data Collection: Little River staff will conduct an assessment of wetland and stream resources present onsite. Prior to onsite data collection, we will review available maps and data to determine likely boundaries of wetland areas. Once onsite, we will evaluate soils, hydrology, plant communities, and topography to determine the boundaries of onsite wetlands in accordance with the 1987 Army Corps of Engineers Wetland Delineation Manual and the 2012 Eastern Mountain and Piedmont Regional Supplement. Any wetland areas will be evaluated for connectivity to other Waters of the US. Wetland boundaries will be mapped using sub-meter accurate GPS for inclusion on site plans and for calculating impacts for permit applications. The current condition of the project area will be photo-documented. In addition, evidence of wetland hydrology, locations of data points, and soil profiles will also be photo-documented. The location of data points and photo points will be recorded using sub-meter accurate GPS and included in report exhibits. Channel dimensions and the ordinary high water mark will be measured and recorded. Each channel will be evaluated to determine jurisdictional status.

Task 2 – Waters of the US Report: From the data collected onsite, we will generate a formal Waters of the US Report in a format appropriate for use in preparation of the NEPA document, and for inclusion in CWA Section 404/401 permit applications, and in compliance with the INDOT template. The report will include our opinion on whether any drainageways or wetlands delineated onsite fall within the US Army Corps of Engineers' (USACE) jurisdiction. The report will include a section that summarizes the different permitting scenarios associated with proposed wetland and stream impacts. As attachments, the report will include exhibits showing the project vicinity, USGS Topographic Map, National Wetland Inventory Map, Soil Survey Map, FEMA Flood Map, and aerial photography. An exhibit will also be created that shows location of jurisdictional creeks, mapped wetland boundaries, location of site photographs, and location of wetland data points. Wetland Data Sheets and site photographs will be included as appendices.

This proposal does not include preparation of a NEPA document, permit applications, or a wetland mitigation plan, but can be amended to include those services if needed. This proposal also does not include tasks associated with Construction in a Floodway permit applications or consultation with the US Fish & Wildlife Service regarding threatened and endangered species.

ESTIMATED FEE

We propose to bill you on a Lump Sum basis upon completion of Task 1 and Task 2. Payment shall be due within 30 days of invoice date. The Lump Sum amounts include all direct and indirect expenses incurred during execution of the work described above. This cost estimate is based on the scope of services described above, the project alignment supplied on November 29, 2017, and on our current understanding of the project. This cost estimate is for evaluation of the current proposed alignment only. Should alternative alignments require assessment, this proposal can be amended. The estimated fee to complete Tasks 1 and 2 is:

Task 1: Field Data Collection	\$1,810.00
<u>Task 2: Waters of the US Report</u>	<u>\$1,950.00</u>
Total	\$3760.00



SCHEDULE

Little River can initiate work on this project within three weeks of your notice to proceed (NTP). We will coordinate with you regarding access to the project area. Completion of the fieldwork will be contingent on site access and weather, but is estimated to require 3 weeks from NTP to complete. The summary report can be completed within two weeks of completion of field work.

CLOSING

We appreciate the opportunity to propose on this project and are confident our depth of experience on similar projects will be an asset to this project. Please feel free to contact me at 317-702-7291 or at rachele@littleriverconsultants.com if you have any questions regarding this proposal.

Sincerely,



A. Rachele Baker, PWS, CPESC
Chief Ecologist

Proposal Acceptance

Signature

Date





CONTRACT MODIFICATION FORM

Project Title:	<u>B-Line Extension and Multiuse Path</u>	Aztec Project #:	<u>01NMUN1716</u>
Subcontractor Name:	<u>Earth Exploration</u>	Amendment No.:	<u>1</u>
Address:	<u>7770 W. New York Street</u> <u>Indianapolis, IN 46214</u>	Client Contract #:	<u></u>

I. Description of Amendment/Modification:

Additional geotechnical investigation for a second retaining wall, pavement design, a potential bridge, and for MOT during operations in order to maintain traffic on Crescent and Fountain, which are an active detour route due to another project.

II. Compensation for Amendment:

ORIGINAL CONTRACT AMOUNT (Billing Fee):	\$ <u>12,320.00</u>
NET CHANGE BY AMENDMENTS:	
# of PREVIOUS AMENDMENTS (If Applicable) <u>0</u>	Amount: \$ <u>-</u>
THIS AMENDMENT:	\$ <u>12,174.00</u>
REVISED CONTRACT AMOUNT TO DATE:	\$ <u>24,494.00</u>

This fully executed amendment shall become part of the Subcontract for Professional Services dated June 17, 2019

AZTEC Engineering Group, Inc.
 By:
 Name: Adrian Reid
 Title: Associate Vice President
 Date: June 17, 2019

Earth Exploration
 By:
 Name: Kellen P Heavin
 Title: Project Engineer
 Date: 6/17/19



SCOPE OF SERVICES

JULY 24, 2019

Aztec Engineering is requesting an archaeological records review and fieldwork for the proposed extension of the B-Line Trail in the City of Bloomington. Aztec Engineering will enter a subconsultant agreement with Green 3, LLC who will be in charge of completing the archaeological study.

Client Contact:

Mike Myers, MMyers@aztec.us
Environmental Services Division Lead
P: 602-454-0402

Project Location:

The trail commences at the intersection of 17th Street and Crescent Road and terminates at just north of the intersection of the railroad and Adams Street. The trail will run east of North Crescent Road and Vernal Pike, as well as north of the railroad. Specifically, the extension is in the northwestern quarter of Section 32, Township 9 North, Range 1 West, Bloomington Township, Monroe County.

Project Scope:

Based on information received on July 22, 2019 and a review of the trail by the Indiana Department of Transportation's Cultural Resources Office, it was determined that parts of the southern and central sections might traverse through undisturbed soils. Because of this, it was recommended that a Phase Ia archaeological survey will be needed for the potentially undisturbed areas. The entire project will be investigated to verify locations of undisturbed soils.

Green 3, LLC Level of Work and Deliverables:

- Archaeological Desktop Records Review
- Visual examination of the entire trail and photo documentation of disturbed areas
- Phase Ia archaeological survey of potentially undisturbed areas
- Archaeological Report that presents the findings of the review and fieldwork, as well as recommendations concerning any archaeological sites that might be documented during the study
- Notice of entry letters to affected property owners

Tasks Not Covered under This Proposal:

- Additional Archaeological Fieldwork (i.e., Phase II investigation of a site(s))

The fee for the necessary archaeological services will be \$4,706 and will be billed lump sum based on percent complete. The task and hourly breakdown for each service is attached.

If you agree with the terms and conditions listed above, please sign this agreement below and return to Green 3, LLC. Receipt of the signed agreement will serve as our notice to proceed, unless otherwise directed by client. Thank you, and we look forward to working with you!

Kind Regards,

Erin Mulryan

Erin Mulryan, MPA
President

Client- Aztec Engineering

(Signature)

(Printed Name and Title)

(Date)

Name of Project: B-Line Trail Extension

Des. 1700735

Job Type: Phase Ia Archaeological Investigation

Contact Information:

AZTEC Engineering
Attention: Mike Myers
4561 East McDowell Road
Phoenix, Arizona 85008



Green 3, LLC
Historic Fountain Square
1104 Prospect Street
Indianapolis IN 46203

Date: July 24, 2019

Fee Justification

Task Description	Principal / QP	Field Director	Intern	Totals
Project Administration	1.0	1.0	0.0	2.0
Notice of Entry Mailings (Affected Property Owners)	0.0	1.0	2.0	3.0
Records Review	0.0	5.0	0.0	5.0
Field Investigation	0.0	14.0	0.0	14.0
Laboratory Analysis	0.0	4.0	0.0	4.0
Report Write-up	2.0	20.0	0.0	22.0
Correspondence with INDOT CRO	1.0	2.0	0.0	3.0
Total Hours	4.0	47.0	2.0	53.0

	<u>\$ 130.00</u>	<u>\$ 80.00</u>	<u>\$ 12.00</u>	
--	------------------	-----------------	-----------------	--

Fee	\$ 520.00	\$ 3,760.00	\$ 24.00	\$ 4,280.00
-----	-----------	-------------	----------	-------------

<i>Expenses:</i>	<i>Printing</i>	\$10.00
	<i>Archaeological Records Review at SHPO (\$70/hour) x 2</i>	\$140.00
	<i>GIS Analysis</i>	\$200.00
	<i>Mileage (100 miles x 0.38 / mile; 2 field days)</i>	\$76.00

Total Fee For Archaeological Services	\$4,706.00
--	-------------------

**REAL ESTATE SERVICES FEE SCHEDULE****Right of Way Management Services**

Right of Way Management Includes: all processes, procedures, observations, data entry into LRS and management of all services needed to clear the right of way, including all the necessary activities to certify the right of way that has to be acquired to clear the project(s) for construction, in accordance with federal and state law, including but not limited to Federal Highway Administration rules and regulations, the current version of the INDOT Real Estate Division Manual, and as directed by INDOT. The current version of the INDOT Real Estate Manual is located at <http://www.in.gov/indot/2493.htm>. All services listed below shall be required within the Right of Way Service Management scope of work.

Report Type	Per Parcel Fee
Right of Way Management per parcel services fee	\$1,075 per parcel

Early Assessment Right of Way Cost Estimate

Early Assessment Real Estate Cost Estimate includes: all processes, procedures and observations to complete a Real Estate Cost Estimate assignment (including completion of the INDOT Real Estate Cost Estimate Spreadsheet) in accordance with federal and state law, including but not limited to Federal Highway Administration rules and regulations, the current version of the INDOT Real Estate Division Manual, and as directed by INDOT.

The \$130 per parcel fee is applicable up to 50 parcels, the fee for projects larger than 50 will be negotiated based upon complexity.

Appraisal Services

Waiver Valuations Include: all processes, procedures and observations to complete a waiver valuation report per Scope of Work assignment in accordance with federal and state law, including but not limited to Federal Highway Administration rules and regulations, the current version of the INDOT Real Estate Division Manual, and as directed by INDOT.

Appraisal Reports Include: all processes, procedures and observations to complete an appraisal report per Scope of Work assignment in accordance with federal and state law, including but not limited to Federal Highway Administration rules and regulations, the current version of the INDOT Real Estate Division Manual, and as directed by INDOT.

Report Type	Per Parcel Fee
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$645
Value Finding: Any Property Type (Improved or Unimproved)	\$1,830
Short Form: Any Property Type (Improved or Unimproved)	\$2,690
Short Form: Residential / Ag (with affected improvements or a total take)	\$3,010
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$4,300
Long Form: Any Property Type (Unimproved)	\$3,230
Long Form: Residential / Ag (Improved)	\$4,300
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$10,760
Excess Land Appraisal	\$615

Appraisal fees are set by INDOT Review Appraisers or their supervisors when the APA is complete

Review Appraisal Services

Appraisal Problem Analysis Includes: all processes, procedures and observations to complete an Appraisal Problem Analysis per Scope of Work assignment in accordance with federal and state law, including but not limited to Federal Highway Administration rules and regulations, the current version of the INDOT Real Estate Division Manual, and as directed by INDOT.

Appraisal Review Reports Include: all processes, procedures and observations to complete a review of an appraisal or waiver valuation per Scope of Work assignment in accordance with federal and state law, including but not limited to Federal Highway Administration rules and regulations, the current version of the INDOT Real Estate Division Manual, and as directed by INDOT.

Report Type	Per Parcel Fee
Appraisal Problem Analysis (APA)	\$240
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$380
Value Finding: Any Property Type (Improved or Unimproved)	\$920
Short Form: Any Property Type (Improved or Unimproved)	\$1,290
Short Form: Residential / Ag (with affected improvements or a total take)	\$1,455
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$2,050
Long Form: Any Property Type (Unimproved)	\$1,535
Long Form: Residential / Ag (Improved)	\$2,050
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$4,950

Buying Services

Buying Assignments Include: all processes, procedures and observations to complete the total or partial acquisition of real estate, the obtaining of temporary or access rights, or buying review, as each case may be per Scope of Work assignment, and in accordance with federal and state law, including but not limited to Federal Highway Administration rules and regulations, the current version of the INDOT Real Estate Division Manual, and as directed by INDOT.

Report Type	Per Parcel Fee
Total/Partial Acquisition	\$1,930
Temporary/Access Rights	\$1,605
Buying Review	\$310

Relocation Services

Relocation Assignments Include: all processes, procedures and observations to complete the activities for relocation of residential or business owners or tenants, or personal property, or review of relocation activities, as each case may be per Scope of Work assignment, and in accordance with federal and state law, including but not limited to Federal Highway Administration rules and regulations, the current version of the INDOT Real Estate Division Manual, and as directed by INDOT.

Report Type	Payment Schedule	Per Parcel Fee
Residential Owner / Tenant	70% payment when a 90-Day Notice is issued - 30% payment when R/W is cleared.	\$3,865
Business Owner / Tenant	70% payment when move amount is determined and approved by INDOT and the 90-Day Notice has been issued - 30% payment when R/W is cleared.	\$3,865
Personal Property Only	70% payment when move is determined and approved by INDOT and 90-Day Notice is issued - 30% payment when R/W is cleared.	\$1,615
Residential and Business Review	100% once the parcel is compliant and closed.	\$1,075
Personal Property Move Only Review	100% once the parcel is compliant and closed.	\$410



The above Fee Schedule will be effective for all new assignments (issued Purchased Orders) made on or after January 1, 2019. Any deviation from the above established fees will require pre-approval from a Manager in INDOT's Real Estate Department.



Adrian Reid

From: Ruble, Steve <Steve.Ruble@strand.com>
Sent: Friday, April 19, 2019 9:29 AM
To: Adrian Reid
Cc: Hawkins, Bill; Fitzsimmons, Jake
Subject: RE: Estimate - B-Line Ext.

Adrian,

Here are the costs that we came up with R/W Engineering on the B-Line project.

Service Description	Number of Parcels	Unit Cost	Units	Cost
Permanent Legal Descriptions	20	\$900	Each	\$18,000
Temporary Legal Descriptions	5	\$350	Each	\$1750
Parcel Plats	20	\$900	Each	\$18,000
R/W Plan Development (Includes Plat #1)			LS	\$10,000
LRS Updates			LS	\$5000
Parcel Packet Submittal			LS	\$1000
Project Administration			LS	\$1500
Total				\$55,250

You will notice a line item for Temporary Legal Descriptions. The project will cross about 16 drives. Using Google Earth, I estimate that approximately 5 of those drives will require temporary R/W to tie them back in. Admittedly, it is a little tough to know with no design and no survey, but this is an instance where it is probably easier to have it included and not use it rather than need it and not have it.

I know this puts the R/W Engineering number higher than what you had on the original estimate you sent. The unit costs come right from INDOT, and the temporaries weren't in the original estimate. I would be happy to discuss this with you at your convenience.



Steve Ruble, P.E.

Strand Associates, Inc.®

812.372.9911 ext. 4351

steve.ruble@strand.com | www.strand.com

P.E. (IN)

Excellence in Engineering Since 1946.

From: Ruble, Steve
Sent: Thursday, April 18, 2019 5:28 PM
To: Adrian Reid <AReid@aztec.us>
Subject: RE: Estimate - B-Line Ext.

Adrian,

We took a fresh look the project and concur that you are likely looking at 20 parcels based on the trail layout show in the attached figure and the GIS.

I got some preliminary numbers from our surveyor late today and snuck out before I could sit down with him. I want to review them with him before sending them on. I plan to do that tomorrow morning.

Steve

From: Adrian Reid <AREid@aztec.us>
Sent: Monday, April 15, 2019 2:18 PM
To: Ruble, Steve <Steve.Ruble@strand.com>
Cc: INMUN1716 - BLine_Extension_and_Multiuse_Path <INMUN1716@aztec.us>
Subject: Estimate - B-Line Ext.

Steve,

As discussed, this is the estimate providing basis for our current ROW Engineering number. The other tasks are listed but the City instructed us to take out all ROW service items for this mod. Right now, I still don't think we have a good idea of parcels requiring a take, but 20 is probably high. You've got the .kmz file, so between that and GIS, I'd ask for your thoughts, especially if you think 20 isn't enough.

I'd like to get something to Bloomington this week, but it's probably going to be next week by the time I write it all up with cost estimates.

Thanks,

Adrian

Adrian Reid, P.E.
Associate Vice President, Indiana Office Principal

AZTEC Engineering | 320 W. 8th Street, Suite 100 | Bloomington, IN 47404
T: 812.717.2555 | D: 812.717.2554 | C: 812.606.7050 | areid@aztec.us



aztec.us/follow-us

This message has been scanned for malware by Websense. www.websense.com

Click [here](#) to report this email as spam.



1090 St. Rd. 39 Bypass, Martinsville, IN 46151
Office: (765) 342-2400 Fax: (765) 342-2424

June 27, 2019

Aztec Engineering
320 W. 8th Street, # 100
Bloomington, IN 47404

Attention: Adrian Reid, P.E.

Re: B-Line Extension and Multiuse Path
City of Bloomington, Indiana

Dear Mr. Reid:

Pursuant to your request for 12.2 research fees as a subconsultant for the above project, the scope of services and approximate fees would be as follows:

Scope of Services: The scope of services for this project would consist of the search and preparation of title and encumbrance reports for an estimated twenty parcels in compliance with INDOT standards. Courtland's services shall be performed expeditiously and according to the schedule of performance and applicable deadlines for each project.

Fees. Courtland Title's fees for these services per parcel would be as follows:

Minimum 20 year search:

Residential: \$330.00 per parcel
Commercial: \$450.00 per parcel

Temporary: \$125.00 per parcel
(Vesting Deed and Taxes only)

Adrian Reid, P.E.
June 27, 2019
Page Two

Updates:

Residential: \$ 75.00
Commercial: \$100.00

The above fees would include all copies at no additional charge.

Thank you for this opportunity to be of service in this matter.

Yours truly,

COURTLAND TITLE & ESCROW, INC.

Cathy Neal
Title Examiner/12.2 Research Specialist

Adrian Reid

From: Shawn Patterson <smpappraiser@gmail.com>
Sent: Monday, June 24, 2019 6:41 PM
To: Adrian Reid
Subject: RE: B-Line Extension Project - Appraisal services

Adrian,

I left you a phone message earlier, but I have looked at what the project entails a little closer now. So, yes, I am interested in working the project. I would prefer to do the APA/Reviewing if you are okay with that. If not, I would be fine doing appraisals.

You asked about a quote. Since things are priced individually, it is hard to approximate such a quote with any degree of confidence; however, I will give it a try. You estimate 20 appraisals, 5 residential and 15 commercial. It would be reasonable to assume the following:

Quantity	Product	2019 INDOT	Unit Price	Total
20	APAs	@	\$240.00	\$4,800.00
4	LFs	@	\$4,300.00	\$17,200.00
6	VFs	@	\$1,830.00	\$10,980.00
10	SFs	@	\$4,300.00	\$43,000.00
4	LF Reviews	@	\$2,050.00	\$8,200.00
6	VF Reviews	@	\$920.00	\$5,520.00
10	SF Reviews	@	\$2,050.00	\$20,500.00
1	Misc.	@	\$2,000.00	\$2,000.00
			Total:	\$112,200.00

Be aware that the numbers above are only guesses and likely will change once the APAs are ordered and the appraisals are written.

If you need anything else, let me know.

Thank you for keeping me in mind and have a good evening!

Shawn M. Patterson, MAI, AI-GRS, AI-RRS
Indiana Certified General Appraiser, CG#49600166
Monroe Owen Appraisal, Inc.
702 W. 17th Street
Bloomington, Indiana 47404
1.812.332.5744 – Phone
1.812.327.8934 – Cell
1.812.339.2296 – FAX
www.monroeowenappraisal.com

From: Adrian Reid <AReid@aztec.us>
Sent: Monday, June 24, 2019 2:22 PM
To: Shawn Patterson <smpappraiser@gmail.com>
Cc: INMUN1716 - BLine_Extension_and_Multiuse_Path <INMUN1716@aztec.us>
Subject: B-Line Extension Project - Appraisal services

Shawn,

I'm assembling a ROW Acquisition team for our B-Line Extension and Multiuse Path Project for the City of Bloomington. This is an active project that is currently in design. The project extends the B-Line Trail from Adams to Fountain Drive and builds new multiuse path along the north and east side of Fountain Drive and Crescent Road from the railroad tracks on Fountain to 17th Street. We originally proposed a sub with in-house appraisers but are in the process of changing this through a modification to the contract. Are you interested in the appraisal work? Is your preference to conduct APAs and Review Appraisals or the Appraisals?

I have attached the current plat maps. We estimate 20 parcels, with 15 commercial parcels and 5 residential. The design and ROW are locally funded, but construction is federally funded, so we need to follow the INDOT rules and the Uniform Act for property acquisition. Strand Associates will manage the ROW process as a sub to AZTEC (we don't have the INDOT prequals to manage the acquisition. The current time line is to get our Environmental document approved in September of this year and start ROW in October.

I'd like a written quote for purposes of including it an upcoming contract addendum. Let me know if you have any questions or need more information.

Thanks,

Adrian

Adrian Reid, P.E.
Associate Vice President, Indiana Office Principal

AZTEC Engineering | 320 W. 8th Street, Suite 100 | Bloomington, IN 47404
T: 812.717.2555 | D: 812.717.2554 | C: 812.606.7050 | areid@aztec.us



aztec.us/follow-us

Adrian Reid

From: Todd Taylor <taylor4471@aol.com>
Sent: Tuesday, June 25, 2019 8:53 AM
To: Adrian Reid
Cc: INMUN1716 - BLine_Extension_and_Multiuse_Path
Subject: Re: B-Line Extension and Multiuse Path - Buying Services

Adrian,

I use the INDOT fee schedule:

\$1,785 for permanent takes
\$1,470 for temporary R/W only
\$100/parcel for recording of deeds, temp R/W grants, etc. if you want me to do that part

I went through the plat you sent & I'm coming up with less parcels. My count is 14, but maybe I'm missing something. We would definitely want to have the parcel count high enough so we don't have to go back later. I have no way on determining if any of the takes will be temporary R/W only.

Does this give you what you need?

Thanks,

Todd Taylor
4471 S. Old Richardson Rd.
Bloomington, IN 47401
(812) 325-1789

**Please note I am changing my email address
toddtaylor4471@gmail.com**

In a message dated 6/24/2019 2:25:45 PM Eastern Standard Time, AReid@aztec.us writes:

Todd,

I'm assembling a ROW Acquisition team for our B-Line Extension and Multiuse Path Project for the City of Bloomington. This is an active project that is currently in design. The project extends the B-Line Trail from Adams to Fountain Drive and builds new multiuse path along the north and east side of Fountain Drive and Crescent Road from the railroad tracks on Fountain to 17th Street. You and I have discussed this project in the past. We originally proposed a sub (BLN) with in-house appraisers but are in the process of changing this through a modification to the contract, which I'll explain but not in writing.

I have attached the current plat maps. We estimate 20 parcels, with 15 commercial parcels and 5 residential. The design and ROW are locally funded, but construction is federally funded, so we need to follow the INDOT rules and the Uniform Act for property acquisition. Strand Associates will manage the ROW process as a sub to AZTEC (we don't have the INDOT prequals to manage the

acquisition). The current time line is to get our Environmental document approved in September of this year and start ROW in October.

I'd like a written quote for purposes of including it an upcoming contract addendum. Let me know if you have any questions or need more information. We'd love to work with you, so hopefully you have the capacity in your workload.

Thanks,

Adrian

Adrian Reid, P.E.
Associate Vice President, Indiana Office Principal

AZTEC Engineering | 320 W. 8th Street, Suite 100 | Bloomington, IN 47404

T: 812.717.2555 | D: 812.717.2554 | C: 812.606.7050 | areid@aztec.us



aztec.us/follow-us



Board of Public Works Staff Report

Project/Event: 2019 Walnut Street Garage Stairwell – Change Orders #1-6
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 10.29.2019

Report:

Staff hired Ann-Kris LLC to remove and install a new stairwell at the Walnut Street Garage. The following change orders have been requested by the City of Bloomington.

Change Order #1 – Thermal Enclosure. Due to the late start of this project, a thermal enclosure is required to allow for concrete and paint to cure.

- This is a change order amount is \$4,634.00
- Total Contract price from \$472,009 to \$476,643.00

Change Order #2 – Fence Reduction. To allow Smithville and AT&T 24/7 access to the server center, we have reduced the size of the fencing area. This has required additional safety measures. A) Build structural enclosure around entrance of the server center. B) Enclose east side of all levels from ground to 6th floor. This enclosure will reduce the cost of the thermal enclosure by \$2,000.

- This is a change order amount is \$6,327.00
- Total Contract price from \$476,643.00 to \$482,970.00

Change Order #3 – Interior Stairwell Painting. Repaint interior of the stairwell walls. Paint will be provided by the City of Bloomington and the contractor will paint all concrete walls.

- This is a change order amount is \$2,874.00
- Total Contract price from \$482,970.00 to \$485,844.00

Change Order #4 – Cost of Shop drawings for Stairwell. Shop drawings were not included in the original bid form.

- This is a change order amount is \$11,444.00
- Total Contract price from \$485,844.00 to \$497,288.00

Change Order #5 – Reroute 2.5” Standpipe. Contractor has suggested to move the Fire standpipe for easier access.

- This is a change order amount is \$2,871.40
- Total Contract price from \$497,288.00 to \$500,159.40

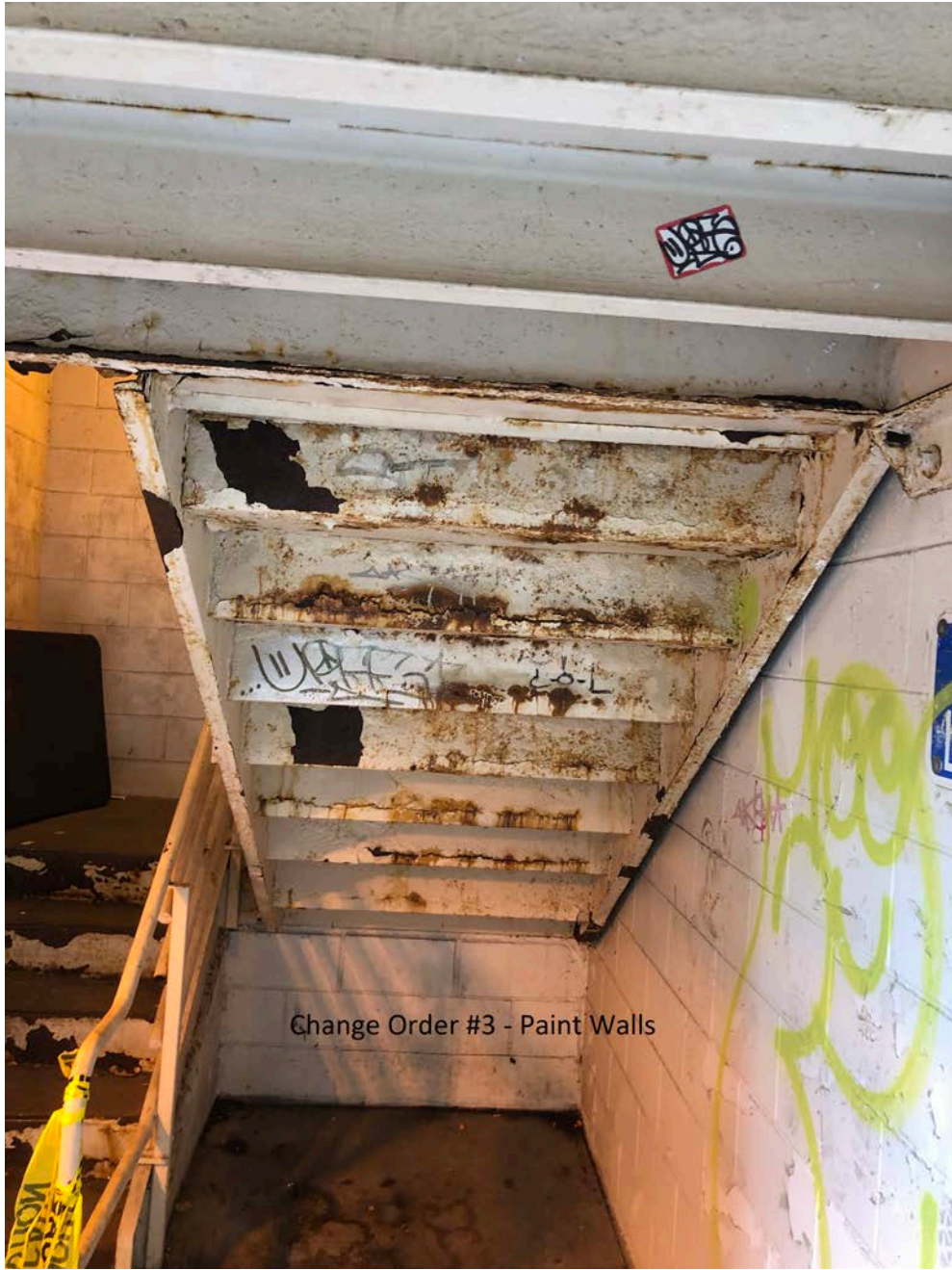
Change Order #6 – Replace Vertical Standpipe. When the vertical standpipe was removed, contractor discovered the vertical standpipes were rusted beyond reuse. Contractor suggests replacement.

- This is a change order amount is \$2,468.11
- Total Contract price from \$500,159.40 to \$502,627.51

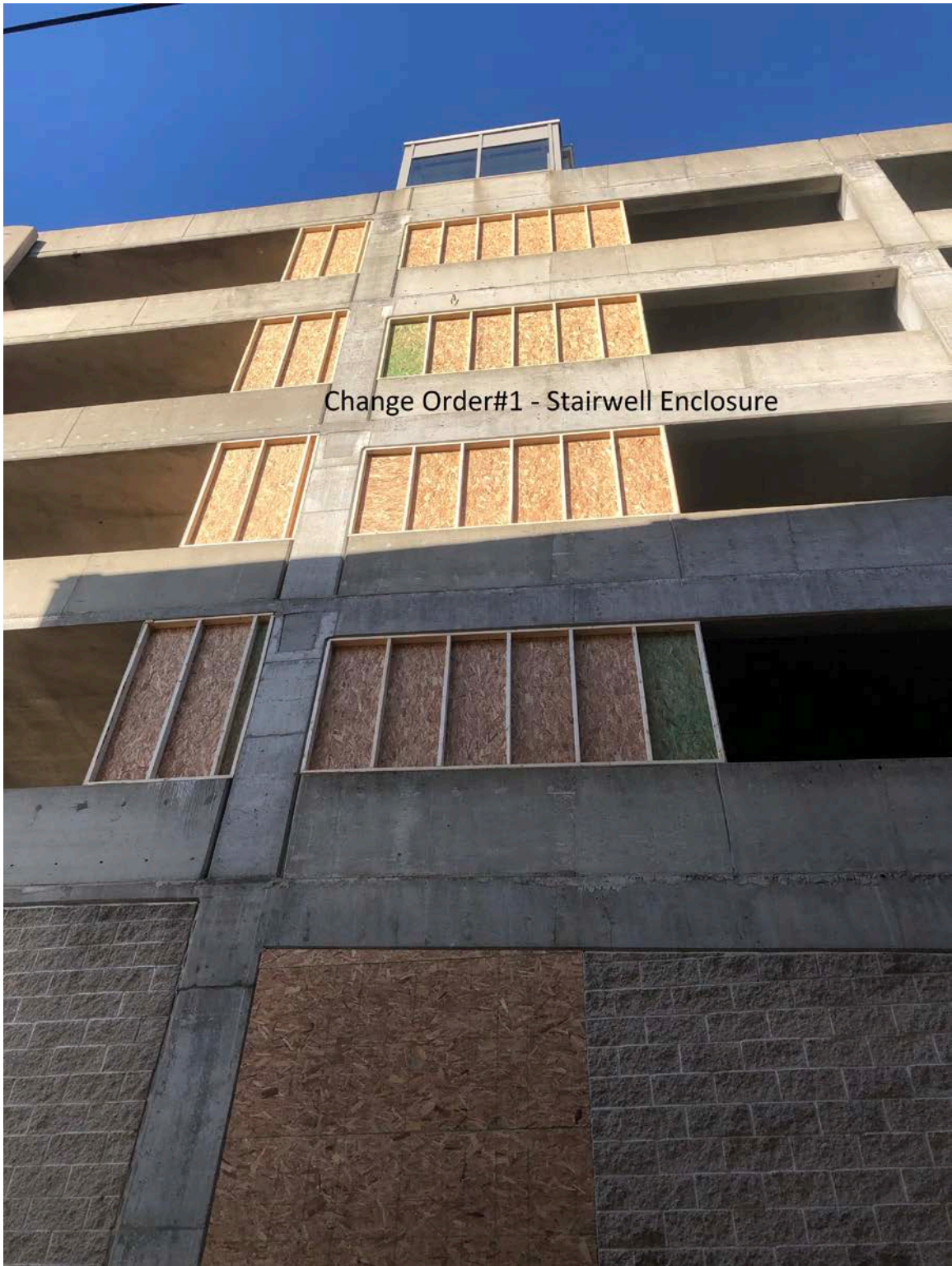
Staff recommends approval for all these items.

Funding Source is: 452.26.260000.53650 (Other Repairs)

Recommend **Approval** **Denial by:** Ryan Daily

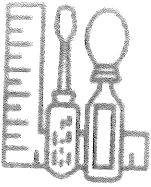


Change Order #3 - Paint Walls









ANN-KRISS LLC

736 S. Morton
Bloomington, Indiana 47403
812-361-7620
davedpadgett@yahoo.com

ESTIMATE

1

TO: City of Bloomington
401 N. Morton St.
Bloomington IN

WORK PERFORMED AT

DATE: 10/3/19

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Change Order # 721-10819-1

Thermal Enclosure

Enclose all levels of work area
to heat for performance of work

total → \$ 4,634.00

* If change order # 721-10919-1 is
not performed price of enclosure
will increase approx \$ 2,000.00

* price does not include heater
and propane

Kyla Cox Deckard, President
Board of Public Works

Philippa M. Guthrie
Corporation Counsel

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

above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$)

This is a Partial Full Proposal

In accordance with the City of Bloomington Proposal No. _____

Reviewed By: Jackie Moore

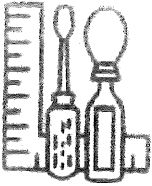
DATE: 10.24.19

Dated

Month

Day

Year



ANN-KRISS LLC

736 S. Morton
Bloomington, Indiana 47403
812-361-7620
davedpadgett@yahoo.com

#2

WORK PERFORMED AT:

TO: City of Bloomington
401 N. Morton St.
Bloomington IN.

Walnut St. Parking Garage
ATTN: RYAN DAILY

DATE: 10/24/19

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Change Order # 721-10919-1

#1 Fence Reduction

- A) Reduce area fenced to allow 24 hr access for ATT
- B) Build structure (wood) to allow access to sprinkler room
- C) Enclose East side of All levels from ground to level below glass (approx width of staircase)
- D) includes lift for one day.

Total \$ → \$61,327.00

* If thermal enclosure option is not approved, piece of lift for second day needed to remove protection on east side

*

Kyla Cox Deckard, President
Board of Public Works

Phillipa M. Guthrie
Corporation Counsel

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____)

This is a Partial Full invoice due and payable by:

In accordance with our Agreement / Proposal No. _____ Dated _____
Month _____ Day _____ Year _____

adams TC8123

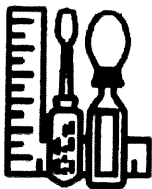
CITY OF BLOOMINGTON

Legal Department

Reviewed By:

Jackie Moore

DATE: 10.24.19



ANN-KRISS LLC

736 S. Morton
Bloomington, Indiana 47403
812-361-7620
davedpadgett@yahoo.com

ESTIMATE

#3

TO:		WORK PERFORMED AT:
City of Bloomington		Walnut St. Parking garage
401 N. Main St.		
Bloomington IN		
DATE	YOUR WORK ORDER NO.	OUR BID NO.
10/3/17		

DESCRIPTION OF WORK PERFORMED

Change Order

1) Repaint interior of skinned primer + topcoat

total

\$ 2,874.00

* paint provided

Kyla Cox Deekard, President
Board of Public Works

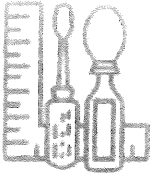
Phillippa M. Guthrie
Corporation Counsel

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____).

This is a Partial Full invoice due and payable by:

In accordance with our	<input type="checkbox"/> Agreement	<input type="checkbox"/> Proposal	No. _____	Dated _____
	CITY OF BLOOMINGTON Legal Department		Month _____	Day _____
Reviewed By:		Year _____		
Jackie Moore		11-12		
DATE: 10.24.17				



ANN-KRISS LLC

736 S. Morton
Bloomington, Indiana 47403
812-361-7620
davedpadgett@yahoo.com

INVOICE

#4

WORK PERFORMED AT

TO
City of Bloomington
401 N. Morton St.
Bloomington, IN

Walnut St. Campus

INVOICE # 721-101119-2

DATE
10/11/19

YOUR WORK ORDER NO

OUR BID NO

DESCRIPTION OF WORK PERFORMED

Cost of Drawings for Blainwell

Total → \$ 11,444.00

Kyla Cox Deckard, President
Board of Public Works

Philippa M. Guthrie
Corporation Counsel

All Material is guaranteed to be as specified and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____)

This is a Partial Full invoice due and payable by _____

in accordance with _____

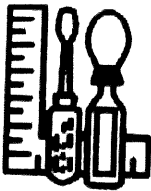
CITY OF BLOOMINGTON

Legal Department

Reviewed By:

Sackie Moore

DATE: 10.24.19



ANN-KRISS LLC

736 S. Morton
Bloomington, Indiana 47403
812-361-7620
davedpadgett@yahoo.com

ESTIMATE

#5

WORK PERFORMED AT:

TO: City of Bloomington
401 W. Morton
Bloomington IN

Walnut Park garage

DATE: 10/17/19

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Change Order

1. Re-Route 2.5" stand pipe out
of structure to exterior

total \$ 2,871.40

Kyla Cox Deckard, President
Board of Public Works

Philippa M. Guthrie
Corporation Counsel

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

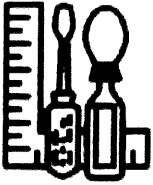
Dollars (\$ _____).

This is a Partial Full invoice due and payable by

in accordance with our

CITY OF BLOOMINGTON	
Legal Department	No. _____
Reviewed By:	Dated _____
Jackie Moore	Month _____ Day _____ Year _____
DATE: 10.24.19	

adams TC8122



ANN-KRISS LLC

736 S. Morton
Bloomington, Indiana 47403
812-361-7620
davedpadgett@yahoo.com

ESTIMATE

#6

WORK PERFORMED AT:

TO: *City of Bloomington*
401 N. Martin
Bloomington IN

Walnut St. garage

DATE
10/18/19

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Change Order

*Replace Vertical Standpipe
for Fire Protection*

\$ 2,468.11

*Kyla Cox Deckard, President
Board of Public Works*

*Philippa M. Guthrie
Corporation Counsel*

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____).

This is a Partial Full invoice due and payable by:

in accordance with our

CITY OF BLOOMINGTON

Legal Department

Reviewed By: *Sackie Moore*

DATE: *10.24.19*

Month _____ Day _____ Year _____

Dated _____

Month _____ Day _____ Year _____



Board of Public Works Staff Report

Project/Event: 2019 IPS Multi-Space Meter Trial
Petitioner/Representative: City of Bloomington Enforcement Department
Staff Representative: Michelle L. Wahl, Parking Service Director
Date: October, 29, 2019

Report: The City of Bloomington needs to replace aged Duncan meters in Lot #1 (surface parking at 4th and Dunn) and Lot #3 (surface parking at 4th and Washington). There is a total of 129 meters that can no longer be supported by vendor, and are at their end of their useful life. This is a request for a trial contract with IPS for four (4) multi-space meters for six (6) months (including a possible three (3) month extension).

Recommendation and Supporting Justification: This trial is extremely important to make sure the community accepts and is adaptable to this form of technology during their parking experience.

Recommend **Approval** **Denial** by: **Michelle L. Wahl, Parking Service Director**

**SIX-MONTH TRIAL PERIOD AGREEMENT FOR
PARKING METEREQUIPMENT AND RELATED SERVICES**

This Six-Month Trial Period Agreement For Parking Meter Equipment And Related Services

("Agreement") is made effective October 29th, 2019 (the "Effective Date"), by and between City of Bloomington, Indiana, Department of Public Works, 401 N. Morton Street, Bloomington, Indiana 47404, a municipal corporation (the "City"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), collectively (the "parties") with reference to the following:

RECITALS

WHEREAS, the City desires to contract with IPS to perform a parking technology field test within the City using the IPS Parking Equipment ("Equipment") and related services listed in Attachment A, which is attached hereto and incorporated herein by reference;

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. Term of Agreement.

- 1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of six (6) months ("Initial Term").
- 1.2. **Option to Extend.** City shall have sole discretion to extend the term of the Agreement for additional monthly increments, not to exceed three (3) months, with the mutual written agreement of both parties.

2. IPS Services.

- 2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services ("Services") described in Attachment A.
- 2.2. IPS additionally agrees to provide the City with customized marketing services prior to installation of the Equipment and during the Initial Term of this Agreement. The marketing shall include promotion of the MS1 Pay-by-Plate Pay Station, My Parking Receipt services. Brochures, posters and parking website materials will be customized for the new pay stations and services which will be provided under this Agreement.
- 2.3. IPS further agrees to provide City staff with training regarding the maintenance and operation of the hardware and software. The training shall include, but is not limited to, training regarding: the report options for kiosk operation; a list of accessible reports; and instructions for generation of those reports, programming the kiosks and collection procedures.

3. City Services & Responsibilities. The City agrees to:

- 3.1. Make available to IPS any currently existing documents, data or information required for the performance of the Services, including any material updates therein.

- 3.2. Designate a representative authorized to act on behalf of the City.
- 3.3. Maintain the Equipment in good condition.
- 3.4. Notify IPS of any need for warranty repair work and coordinate the return process with IPS.
- 3.5. Provide first line of preventative maintenance for all meter mechanisms for the term of this Agreement.
- 3.6. Use the Equipment in the proper manner and comply with and conform to all national, state, and local laws and regulations in any way relating to the possession, use or maintenance of the equipment.
- 3.7. Be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services using a City designated third party provider.
- 3.8. Coordinate with IPS in preparation for installation of the Equipment, including installation of protective devices around locations intended for Equipment installation and prior to delivery of Equipment to City. Supply and installation of the protective devices are provided by the City.

4. Equipment Delivery and Installation.

- 4.1. IPS shall provide City with at least thirty (30) days' notice prior to delivery and installation of Equipment. Notice shall also include detailed mounting specifications for the Equipment.
- 4.2. IPS shall deliver new, fully-tested Equipment. No used or previously owned Equipment will be allowed.
- 4.3. IPS shall provide installation of all Equipment, and installation will take place during standard business hours, local time.
- 4.4. City staff, in conjunction with IPS staff, will inspect the Equipment following installation to ensure proper installation and operation. Unless otherwise notified in writing, the Equipment shall be deemed accepted no later than ten (10) business days following completed installation.

5. Compensation.

- 5.1. The City will compensate IPS for the use of the Equipment and Software, as set forth in Attachment A.
- 5.2. The total compensation paid to IPS during the Initial Term of this Agreement, including fees and expenses, shall not exceed Four Thousand Dollars (\$4,000.00). The total compensation paid to IPS during any Extension of this Agreement, including fees and expenses, shall not exceed Two Thousand Dollars (\$2,000.00).

Additional services not set forth in Attachment A, changes in work, or incurred expenses in excess of the not to exceed amounts provided above must be authorized in writing by the City prior to such work being performed or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

- 5.3. City further agrees to pay to IPS the amounts specified in Attachment A on a Net 30 basis from the date of invoice.
- 5.4. City agrees to promptly notify IPS in writing of any dispute with any invoice, and that invoices for

which no such notification is made within ten (10) business days after receipt of the invoice.

6. Warranties.

- 6.1. IPS shall provide a full warranty on all Equipment and related Services throughout the Initial Term and any extension of this Agreement. .
- 6.2. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM, local time. IPS shall provide on-site technical support within 24 hours Mondays through Fridays from 8:00 AM to 4:00 PM, local time. IPS shall provide the current manuals and shall provide all manuals for any upgraded or new services during the Initial or Extended Term of this Agreement.
- 6.3. IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Transfer of title to Equipment shall not pass to City during the term of this Agreement.
- 6.4. THE WARRANTIES CONTAINED IN THE CONTRACT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. IPS'A LIABILITY FOR A WARRANTY CLAIM SHALL CONTINUE THROUGHOUT THE INITIAL TERM AND ANY EXTENSION OF THIS AGREEMENT AND SHALL INCLUDE THE REPLACEMENT OF ANY DEFECTIVE EQUIPMENT.

7. Intellectual Property and Confidential Information.

- 7.1. The City exclusively and solely owns all City Data and the intellectual property therein. IPS further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership rights in City Data. For purposes of this Agreement, "City Data" means all intellectual property of the City including, but not limited to, occupancy data, financial records, programming configurations of the parking meters, GIS location and rates, and other operational data and tailored operational programming.
- 7.2. IPS may not provide or disclose any City Data to any third party without the City's prior written consent.
- 7.3. Any subcontract entered into by IPS relating to this Agreement, to the extent allowed hereunder, must include a like intellectual property provision to ensure that the City's ownership rights in City Data are preserved and protected as intended in this Agreement. Failure of IPS to comply with this requirement or to obtain the compliance of its subcontractors with such obligations constitutes a breach of this Agreement and will subject IPS to damages paid to the City and the imposition of all sanctions allowed by law, including but not limited to termination of this Agreement.
- 7.4. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Software being used by the City.
- 7.5. IPS hereby grants the City, including its departments, commissioners, officials, officers, employees, consultants, and agents all the rights and licenses required to use IPS Equipment and Software. Such rights and licenses are non-assignable, non-transferable and non-exclusive, and specific only to use within the City.
- 7.6. All pre-existing and independently developed intellectual property, and any derivation thereof,

including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by IPS and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of the IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS Pre-Existing and Independently Developed IP.

7.7. IPS understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act, and the like. However, the City also understands that the IPS Equipment and Software contain intellectual property, copyrights, and trade secrets that do not exist in the public domain. Therefore, the City agrees that it shall not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, or documentation provided by IPS for the purposes of reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law.

7.8. The provisions of this Section will survive expiration or termination of this Agreement.

8. Dispute Resolution.

8.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith.. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute.

9. Termination of Agreement.

9.1. If either the City or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party will give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party.

9.2. As this is a trial Agreement and not intended to be a long-term purchase agreement, IPS shall have the right to terminate this Agreement for any reason after the Initial Term or Extended Term period from the Effective Date upon written notification. The City shall have the right to terminate this Agreement for any reason upon thirty (30) days' notice to IPS.

10. Insurance.

10.1. IPS agrees to obtain and maintain during the term of this Agreement the following minimum

insurance. Prior to commencing work under the Agreement, IPS agrees to furnish Certificates of Insurance coverage as set forth below. The premiums for such insurance shall be paid by IPS.

10.2. Commercial General Liability.

10.2.1. Minimum Limits: IPS shall obtain minimum limits of \$1,000,000.00 each occurrence for bodily injury and property damage, \$1,000,000.00 general aggregate, \$1,000,000.00 products/completed operations aggregate, and \$1,000,000.00 personal and advertising injury. The general aggregate limit shall apply on a "Per Project" basis. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

10.2.2. Additional Insured: If IPS is required to indemnify certain parties, then IPS shall include such indemnified parties as additional insureds under its Commercial General Liability Policy for liability due to IPS's negligence resulting from IPS's work for the indemnified parties. A copy of the additional insured endorsement shall accompany IPS's certificate of insurance.

10.3. Automobile Liability, including bodily injury and property damage coverage.

10.3.1. Minimum Limits: IPS shall obtain minimum limits of \$2,000,000.00 each occurrence for all owned, hired, and non-owned vehicles written on a policy form equivalent to Insurance Services Office coverage form CA 0001. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

10.4. Workmen's Compensation. IPS shall obtain Worker's Compensation in accordance with Federal and State Laws for all States in which work is performed.

10.4.1. Waiver of Subrogation: IPS shall provide a waiver of subrogation with respect to workers compensation in favor of the City. A copy of the endorsement shall be attached to the certificate of insurance.

10.5. Employer's Liability Coverage. IPS shall obtain Employers Liability Coverage of at least \$1,000,000.00 each accident, \$1,000,000.00 disease policy limit and \$1,000,000.00 disease each employee.

10.6. Professional [E&O], Data Breach, and Cyber Liability. IPS shall maintain Professional (E&O), Data Breach Liability, and Cyber Liability coverage in the amount of not less than \$2,000,000.00 per claim. Coverage may be written on a claims made basis.

10.7. Cancellation: IPS shall provide to contract holder thirty (30) days' notice in the event of cancellation, termination, or non-renewal without replacement. This notice shall be ten (10) days in the event cancellation for non-payment of premium.

10.8. Carrier Rating: All carriers must have an AM Best rating of no less than A IX.

11. Indemnification and Limits of Liability

11.1. IPS agrees to defend with counsel reasonably acceptable to the City and indemnify City, its elected and appointed officials, officers, agents, employees, contractors and agents (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to,

reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPS's breach of its obligations under this Agreement, arising from IPS's acts, omissions or negligence, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the City, including misuse or abuse of IPS Equipment and Services, nor for any Losses arising directly or indirectly caused by acts of vandalism.

- 11.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which: (a) IPS simply followed the directions or instructions provided by City; (b) City changed, modified or altered the services rendered or tasks performed by IPS such that, absent City's actions, no such claims would have been brought against IPS and/or City; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with City's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against IPS.
- 11.3. In order for City to obtain the indemnification from IPS specified herein, City must: (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; (c) permit IPS to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to IPS in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, IPS will not enter into any settlement without City's prior written consent, unless all third party claims against City are released without any further liability on City's part. This paragraph shall survive the termination or expiration of this Agreement.
- 11.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.
- 11.5. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, ANTICIPATED RENVUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. THE TOTAL CUMMULATIVE LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE SOLELY LIMITED TO THE AMOUNT PAID TO IPS IN AN AMOUNT EQUAL TO THE PRECEDING 6 MONTHS TOTAL FEES PRIOR TO THE CLAIM.
- 11.6. CITY AGREES THAT IPS SHALL NOT BE LIABLE FOR ANY LOSS, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, ANTICIPATED RENVUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND RESULTING FROM INTERRUPTION OF OR OTHER DEFICIENCIES IN WIRELESS OR INTERNET SERVICE, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL, AND REGARDLESS OF

WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE.

11.7. Both Parties acknowledge that the Limitations of Liability set forth above are fundamental elements of this Agreement, without which IPS would not have entered into this Agreement.

12. Liens and Taxes.

12.1. City shall keep the Equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. City shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.

13. Notices.

13.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five (5) days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:
IPS Group, Inc.
7737 Kenamar Ct.
San Diego, CA 92121
Attn: Chad Randall
chad.randall@ipsgroupinc.com
tel: 858-404-0607

City:
CITY OF BLOOMINGTON
Department of Public Works
401 N. Morton Street, Suite 120
Bloomington, IN 47404
Attn: Michelle Wahl
michelle.wahl@bloomington.in.gov
tel: 812-349-3517

14. Relationship of the Parties.

14.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement.

15. Assignment.

15.1. Should the City enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the City has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.

15.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City, which shall not be unreasonably withheld.

16. General Provisions.

16.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any

subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.

16.2. Modification or Amendment. No oral modifications shall be effective, and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.

16.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both parties.

16.4. Injunctive Relief. The parties agree that a breach of the obligations in Section 7 ("Intellectual Property and Confidential Information") may cause irreparable harm to the affected party, the amount of which would be impossible to ascertain, and that there is no adequate remedy at law. Notwithstanding the provisions of Section 8 ("Dispute Resolution"), and in addition to any other rights and remedies it may have, the affected party shall have the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this Agreement, and both parties agree that no bond or other security shall be required in obtaining such equitable relief and consents to the issuance of such injunction and to the ordering of specific performance without proof of actual damages.

16.5. Integration. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood that this Agreement does not obligate either party to enter into any other or further agreements.

16.6. Governing Law. This Agreement shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of Indiana, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations.

16.7. Venue and Jurisdiction. The City and IPS agree that the venue shall be in Monroe County. The parties agree that all disputes regarding this Agreement may only be brought in the Circuit Court of Monroe County, Indiana. IPS expressly waives any right to transfer to another venue. The parties further agree that the Circuit Court of Monroe County will have personal jurisdiction over the parties to this Agreement.

16.8. Force Majeure. If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of

production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days (10) following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than sixty (60) days, then either party shall be entitled to terminate this Agreement without being liable for any claim from the other party.

- 16.9. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.
- 16.10. Authorization. Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.
- 16.11. Determination. Notwithstanding anything to the contrary, should either party be required to make any determination in terms of this Agreement, such determination shall be made in a reasonable and objective manner.
- 16.12. Binding Document. Both the City and IPS bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
- 16.13. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.
- 16.14. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.
- 16.15. Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of any entity, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
- 16.16. Independent Contractor Status. During the entire term of this Agreement, IPS shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City.
- 16.17. Conflict of Interest. IPS declares that it has no present interest, nor shall it acquire any

interest, direct or indirect, which would conflict with the performance of services required under this Agreement. IPS agrees that no person having any such interest shall be employed in the performance of this Agreement.

16.18. Non-Discrimination. IPS 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. IPS understands that the City 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 IPS believes that a City employee engaged in such conduct towards IPS and/or any of its employees, IPS or its employees may file a complaint with the City department head in charge of IPS'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.

16.19. Verification of New Employee's Employment Status. IPS

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

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

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or

contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City. Attachment B is attached hereto and incorporated herein by reference as though fully set forth.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF BLOOMINGTON
an Indiana municipal corporation

CONTRACTOR:
IPS GROUP, INC.,
a Pennsylvania corporation

By: _____

By: _____

Printed Name: Michelle Wahl
Title: Parking Services Director

CHAD P. RANDALL
Chief Operating Officer

By: _____

Kyla Cox Deckard
President, Board of Public Works

By: _____

John Hamilton
Mayor

ATTACHMENT A

SCOPE OF SERVICES / PRICING

MS1™ PAY STATION

The MS1™ pay station is the latest generation of unattended payment systems from IPS Group. The MS1™ incorporates the unique features of the Proven™ IPS single-space platform, while offering customer focused features such as IntelliTouch™ transaction processing. The MS1™ features robust hardware design, which includes a stainless steel cabinet and scratch-resistant armored glass.

Primary Features/Benefits:

- **Flexibility:** The MS1™ is available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required.
- **Unparalleled Power Efficiency:** Powered by environmentally-friendly solar panel and combination rechargeable and back-up battery pack to maximize ongoing power.
- **Customization:** Configurable buttons available for help screens, alternative languages, max time, and more.
- **Guaranteed Quality:** High security stainless steel housing with weather and graffiti-resistant powder coating make it both durable and easy to maintain.
- **Improved Visibility:** Blue LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff.
- **Customer-Friendly Interface:** IntelliTouch™ provides additional flexibility when completing a transaction. Users may begin the payment sequence in any order. The MS1™ will then guide them through the transaction.
- **Dependability:** Pay stations communicate wirelessly on the GPRS/3G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to DMS.
- **Easy Maintenance:** Modularly designed with the technician in mind for easy plug-and-play maintenance.
- **Future-proof Design:** IPS Group's open interface provides seamless integration with third-party systems, such as enforcement, permitting, and ANPR (automatic number plate recognition) in order to further optimize parking operations.



TRIAL PRICING

Multi-Space Product (s)	Qty	Units	Unit Price
IPS MS1™ Pay-Station (solar, pay-by-plate)	4	each	N/A trial
Rental Fee for extended trial period	4	Per unit per month	\$100.00
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	4	Per unit per month	\$25.00
Secure Credit Card Payment Gateway Fee	based on use	Per transaction	\$0.13

Note: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

ATTACHMENT B

"E-Verify AFFIDAVIT"

STATE OF _____)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

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

Signature

Printed Name

STATE OF _____)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____
County of Residence: _____
Commission Number: _____



Board of Public Works Staff Report

Project/Event: Routeware Sanitation Route Management Software

Petitioner/Representative: Public Works Department

Staff Representative: Rhea Carter, Sanitation Manager

Meeting Date: October 29, 2019

The City of Bloomington's Sanitation Modernization program formally launched in October 2017. This program was the first major change in sanitation operations in well over 50 years. The modernization efforts eliminated the need for trash stickers, while introducing automated collection, wheeled carts for each household and weekly single-stream recycling collection. In order to harness maximum efficiencies for the Sanitation Modernization program regarding collecting data analytics, container inventory, route optimization, fleet management and billing management, a smart technology software platform for the Sanitation Division is required. A sanitation software program was in use between 2017-2018, but the relationship between the City of Bloomington and the software vendor was mutually terminated. As a result, since early 2019 Public Works staff have been researching alternative options.

Routeware was identified as a major vendor in the municipal smart technology sanitation software industry. In May, several City staff members (from both the Public Works and the Information & Technology Services Departments) visited the City of Grand Rapids, Michigan to view firsthand their municipal sanitation operations utilizing Routeware. A number of other communities that are also active Routeware sanitation clients were contacted as well. After careful consideration and review, the Routeware software system was identified as being the best fit for the City of Bloomington's Sanitation Division.

This proposal offers in-cab technologies, Radio Frequency Identification (RFID) readers, hardware (cameras and 10" Windows tablets), back office software, route optimization tools, vehicle installation, annual support, cloud hosting, project management and staff training. Hardware that includes tablets, cameras and RFID readers will be installed on the Sanitation Division's current fleet of 12 trucks; an additional 2 hardware units will also be purchased to act as reserve inventory in case of damage or downtime to any of the 12 active units. Staff training will be conducted with both drivers and office staff during on-site visits and webinar sessions.

Quoted Price: \$121,740.00 (plus a \$31,504.08 annual fee)

Staff recommends the purchase of the Routeware software package at a cost of \$121,740.00 (and an annual fee of \$31,504.08). This project will be funded by both Public Works Administration and the Sanitation Division.

Recommend **Approval** **Denial** **by: Rhea Carter**

Board of Public Works Staff Report



ROUTEWARE®

Proposal for City of Bloomington IN

Prepared by Dan Cunnane
dcunnane@routeaware.com | (503) 906-8530

www.routeaware.com



Sales Contact: Dan Cunnane
Phone: (503) 906-8530
Email: dcunnane@routeware.com

Date: October 11, 2019
Order Expires: November 9, 2019

Order # 2320-R6

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Bloomington IN is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware, Inc. The recipient of this document agrees to inform present and future employees of City of Bloomington IN who view or have access to its content of its confidential nature.

The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware, Inc.'s express written consent.

Routeware retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

Order # 2320-R6 | Date: October 11, 2019



Sales Contact: Dan Cunnane
Phone: (503) 906-8530
Email: dcunnane@routeware.com

Date: October 11, 2019
 Order Expires: November 9, 2019

Order # 2320-R6

Customer:

City of Bloomington IN
 3406 Old SR 37 S
 Bloomington, IN 47403

Contact: Adam Wason
Phone: (812) 349-3516
Email: wasona@bloomington.in.gov

Ship to: **City of Bloomington IN**
 3406 Old SR 37 S
 Bloomington, IN 47403

HARDWARE

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
KIT-TABLET-RD10-100-W	Regular Duty Tablet 10" with Full Install Kit (Windows)	14	\$950.00	\$13,300.00
KIT-RFID-100-WIN-RD	RFID Reader for Regular Duty Windows	14	\$1,560.00	\$21,840.00
KIT-CAMERA-100-WIN	Camera for Windows	14	\$355.00	\$4,970.00
Hardware Total:				\$40,110.00

SOFTWARE

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
SW License - RCC	Routeware Control Center Back-Office Software	1	\$15,980.00	\$15,980.00
SW License - OBC - W	Perpetual OBC Software License for Windows	12	\$2,612.50	\$31,350.00
SW License - RM	RouteMaker	1	\$5,000.00	\$5,000.00
Software Total:				\$52,330.00

SERVICES

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Prof Svs - PM&T	Project Management and Training	1	\$10,000.00	\$10,000.00
Prof Svs - Vehicle Inst	Vehicle Installation	12	\$275.00	\$3,300.00
Prof Svs - Camera Sys Inst	Camera System Installation	12	\$200.00	\$2,400.00
Prof Svs - RFID Inst	RFID Installation	12	\$300.00	\$3,600.00
T&E	Estimated Travel & Expenses	1	\$10,000.00	\$10,000.00
Services Total:				\$29,300.00

Order Total: \$121,740.00

Payment Terms:

Hardware & Software: 100% due upon receipt of hardware
 Services: Due 45 days from invoice date
 Monthly Fees: Due quarterly in advance per support plan terms and conditions

(2) Units on this order will be used as spare units. The Customer must contact Routeware to have the units activated once needed. At that time, activation for the units being replaced will be suspended. Perpetual OBC Software License fees as well as Recurring Camera System Fees and RFID System Fees at then-current rates will apply immediately if/when spare units are deployed as new units, as opposed to replacements for existing units.

The City is responsible for providing cell lines through the AT&T network for units. The City is required to provide Routeware with the static IP addresses of all units upon activation.

Order # 2320-R6 | Date: October 11, 2019



Sales Contact: Dan Cunnane
Phone: (503) 906-8530
Email: dcunnane@routeware.com

Date: October 11, 2019
Order Expires: November 9, 2019

Order # 2320-R6

	<u>Qty</u>	<u>Price</u>	<u>Monthly</u>
Cloud Hosting	1	599.00	599.00
OBC Support Fee	14	80.00	1,120.00
Camera System Fee	12	19.00	228.00
RFID System Fee	12	27.50	330.00
RouteMaker Support - Annual	1	950.00	79.17
Routeware Control Center Support - Annual	1	3,230.00	269.17
			\$2,625.34 Total per month

Monthly Fees include the following:

1. CPU support
2. Monitor support
3. Camera support
4. Modem support
5. Cabling support
6. One-year warranty on hardware
7. Troubleshooting software in the vehicle
8. Troubleshooting the back office server
9. Routinely updating software in the vehicle with patches and fixes
10. Routinely updating software on the server with patches and fixes
11. Troubleshooting and monitoring the cellular network
12. Providing new functionality to vehicle software at no additional cost
13. Providing new functionality to back office software at no additional cost
14. Providing phone support
15. Imaging hardware with software
16. Performing hardware warranty work (for hardware purchased from Routeware)
17. Years of continuing research on the type of hardware that customers should purchase
18. Supporting and troubleshooting the RMS/billing interface
19. Consulting about best practices in waste fleet automation

This Order and all products and services herein are subject to and limited to the terms and conditions contained in Routeware’s Master Terms located at <http://www.routeware.com/Clients>. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms and any acknowledgement Routeware issues is expressly conditioned on such acceptance.

<http://www.routeware.com/Clients>

Order commitment is for 48 months of service.

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately.

This system requires cellular connectivity for each vehicle which may need to be purchased separately.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.

Any lapse in support voids perpetual license.

Pricing does not include any additional freight cost or travel expenses in excess of the amount in the proposal.

Order # 2320-R6 | Date: October 11, 2019



Sales Contact: Dan Cunnane
Phone: (503) 906-8530
Email: dcunnane@routeaware.com

Date: October 11, 2019
Order Expires: November 9, 2019

Order # 2320-R6

I authorize this purchase subject to the terms and conditions of the Master Terms.

City of Bloomington IN

President, City of Bloomington Board of Public Works

Signature

Title

Kyla Cox Deckard

October 29, 2019

Name (Printed)

Date

Routeware, Inc.

Signature

Title

Name (Printed)

Date

Order # 2320-R6 | Date: October 11, 2019

ROUTEWARE MASTER SALES AND LICENSE AGREEMENT

This document lists the terms and conditions under which Routeware, Inc., a Delaware corporation with offices located at 16525 SW 72nd Avenue, Portland, OR 97224 ("Routeware"), is willing to sell products and services to the entity listed in an Order Form issued by Routeware ("Customer"). Together with an Order signed by Customer, these terms and conditions form a "Master Agreement" with respect to the Products and Services listed in the Order. The signing of an Order or issuance of a Purchase Order by the Customer and/or use of Services, having had the opportunity to read these terms and conditions, shall be deemed conclusive evidence of the Customer's acceptance of the terms of the Master Agreement.

TERMS AND CONDITIONS

1. GENERAL ORDERING PROCESS

1.1 Ordering. From time to time, Routeware may sell to Customer hardware products (including all on-board computers and peripheral devices, such as the RCore devices) ("Hardware") and software products ("Software") (together, "Products"), and related Support (as defined in Section 2) and/or other installation, support, consulting, software development, or disaster recovery services (collectively, "Services"), all pursuant to an authorized order form issued by Routeware that is signed by Customer (an "Order"). Together, an Order and these terms and conditions form a "Master Agreement", hereinafter "Agreement", between Routeware and Customer regarding the Products and Services subject to the Order.

1.2 Delivery. Routeware will use reasonable efforts to meet the delivery dates for Products and Services that are specified in an Order. All Product shipments are delivered F.O.B. Routeware's facility, with title and risk of loss passing at that time. All Products are deemed accepted upon Customer's inspection of delivered Products. Inspection shall occur within ten (10) days of delivery of Products. Delivery delay or default of any instalment shall not relieve the Customer of its obligation to pay for services provided by Routeware or accept remaining deliveries of product.

(c) **Payment Terms.** Each Order sets forth the amounts due for all Products and Services that it covers (the "Fees"). Unless otherwise stated in an Order, Customer will pay all invoiced Fees in United States Dollars within forty-five (45) days following invoice date. Any Fee not paid when due will bear a late payment charge of 1.5% per month compounded daily from the due date until the date paid, or such lower rate as allowed by applicable law. All Fees are non-refundable. Customer will reimburse Routeware in full for any and all collection costs incurred by Routeware. Routeware may, at its option, delay the delivery of Products and/or suspend Services and Support until all overdue Fees and late charges have been paid in full. If Routeware permits delayed payment or otherwise finances any purchases of Products by Customer, (a) Customer grants to Routeware a first priority, purchase money security interest in such Products as collateral until payment is made in full, (b) Routeware will enjoy all rights and remedies available to it with respect to such collateral under applicable law, Customer will take all steps reasonably requested by Routeware to facilitate such security interest, and (d) Customer will not transfer nor permit any other security interests or liens to be applied to such Products until payment is made in full. Customer shall provide Routeware with a copy of its General Sales Tax Exemption Certificate, issued by the Indiana Department of Revenue.

2. SOFTWARE LICENSES; SUPPORT

2.1 Truckware License. “Truckware” means all Software that is pre-loaded and operates on the hardware that is integrated into the Customer’s vehicle fleet, whether sold by Routeware or certified and approved by Routeware in writing. Subject to the provisions of the Agreement and subject to Customer continuing to maintain Support per Section 2.3, Routeware grants a limited, non-transferrable, perpetual license to Customer to operate the Truckware on the specific hardware product on which it was originally loaded (whether sold by Routeware or certified and approved by Routeware), in accordance with the user guides, specifications, and other documentation provided by Routeware for that Truckware (the “Documentation”), and up to the number of trucks authorized on the Order provided that Customer maintains a current support plan. Under no circumstances may Customer load Truckware on hardware (including computers and peripherals) that is not sold or certified and approved by Routeware.

2.2 Officeware License. “Officeware” means all Routeware-supplied, server-based Software that is provided to Customer for installation and use for reporting, status checking, alert management, dispatching, and other purposes either locally or remotely. Subject to the provisions of the Agreement, Routeware grants a limited, non-transferrable license during the License Period to Customer to install a single instance of the server version of Officeware on a networked server and to allow up to ten (10) users to use the client version of Officeware, all in accordance with its respective Documentation. The Officeware license will continue in force for the period listed on the applicable Order, or if no such period is stated, for automatically renewing periods of one (1) year started from the Order date (in either case, the “License Period”), subject to either party electing against renewal by notifying the other party in writing at least ninety (90) days prior to the end of the then-current License Period.

2.3 Support. All support services for Software listed in an Order are further subject to the terms and conditions listed under Support Plans Terms & Conditions (“Support”).

2.4 Restrictions; Reservation of Rights. Customer agrees not to (and to not enable any third party to): (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software (except to the extent required by law or as necessary for interoperability purposes as required under terms and conditions required by the providers of Third-Party Products); (b) distribute, transfer, grant sublicenses to, or otherwise make available the Software or Documentation to third parties, including making the Software or Documentation available (i) through resellers or other distributors, or (ii) as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner all or part of the Software into other applications of Customer or third parties other than as authorized in applicable Documentation; (d) create modifications to or derivative works of the Software; (e) reproduce the Software (except that Customer may have up to two archival copies of the Officeware solely for backup purposes); (f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the Software; (g) use or transmit the Software in violation of any applicable law, rule or regulation, including any export/import laws; and (h) remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Software. All Software is a “commercial item,” as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), Software is provided to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Other than as stated in this Agreement, Routeware grants Customer no other right, title or interest in any Software.

3. CLOUD HOSTING. All cloud hosting services are subject to the terms and conditions listed under the Cloud Hosting Service Level Agreement found at <http://www.routeware.com/Clients>.

4. THIRD PARTY HARDWARE AND SOFTWARE. Certain hardware and software sold by Routeware is manufactured, developed or made available by other companies and distributed by Routeware for use in conjunction with the Products, including but not limited to open source or “free” software (collectively, “Third-Party Products”). Third-Party Products may be subject to additional license terms and restrictions (“Third-Party Terms”), which we will make available to you as required by the suppliers of such Third-Party Products. In the event of a conflict between the terms of this Agreement and any Third-Party Terms, the Third-Party Terms shall control to the extent of the conflict. Routeware hereby assigns to Customer (to the extent assignable) all warranties given by the supplier(s) of Third-Party Products; provided, however, that Customer agrees to look to the supplier(s) for any Third-Party Product warranty, service and other post-purchase issues. Customer is solely responsible for obtaining any and all components, updates, new versions, and releases for any Third-Party Products necessary for use in connection with the Products.

5. OTHER SERVICES. All other Services provided by Routeware under an Order are further subject to a statement of work issued by Routeware. Routeware will perform such Services in a professional, competent and workmanlike manner in accordance with the prevailing standards in Routeware’s industry. Customer acknowledges that the timely and successful performance of Services requires good faith cooperation by Customer. Therefore, Customer shall furnish all information, access, assistance and services reasonably requested by Routeware. In the event that any failure by Customer to comply with the provisions of this Section 5 results in any delay in performance of the Services by Routeware, Routeware shall not be deemed in breach of the Agreement for such delay. Customer shall reimburse Routeware for all expenses reasonably incurred in the performance of Services, as such have been approved in advance by Customer. Except with respect to any Customer Confidential Information or pre-existing intellectual property included therein (collectively, “Customer Property”), Routeware will retain all right, title and interest in and to all deliverables and work product (including any and all intellectual property rights therein) generated as a result of the Services. Customer’s rights to the deliverables and work product shall be the same as the rights granted to Customer under this Agreement with respect to the applicable Hardware and Software.

6. AUDITS. During any time that Customer is using Hardware or Software under an Agreement, and for one year thereafter, Routeware will have the right to perform an audit not more than once each year to verify that Customer is using the Products in compliance with this Agreement. The audit will include at a minimum Routeware having access to all Software, Hardware, Documentation and related Customer equipment (including all servers and personal computers that contain Officeware, and any hardware that contains Truckware). The audit will be performed from Monday through Friday, between 8:00 a.m. and 5:00 p.m. local time, and upon not less than 15 days’ prior written notice to Customer. The audit will be conducted at Routeware’s sole cost and expense, subject to reasonable security and access restrictions. Customer will be permitted to have Customer personnel present during the audit. If an audit conducted under this Section discloses that Customer has underpaid by more than 3% any amounts payable under this Agreement during the period covered by the audit, Customer will pay Routeware the amount of that underpayment and, in addition, will reimburse Routeware’s reasonable and actual costs for that audit.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

7.1 Mutual. Each party represents and warrants to the other party that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts this Agreement requires of it; (b) the execution of this Agreement and performance of its obligations under this Agreement do not and shall not violate any other agreement to which it is a party; (c) when executed and delivered this Agreement constitutes the legal, valid and binding obligation of such party; and (d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

7.2 Products.

(a) Subject to the exceptions listed below in part (b), Routeware warrants (i) that the Hardware will be free from material defects in materials and workmanship and will operate in all material respects in accordance with its applicable Documentation (the "Hardware Warranty") for one year from the date of initial delivery or renewal (the "Hardware Warranty Period"); and (ii) for a period of ninety (90) days from the date of initial delivery (the "Software Warranty Period") the Software will perform in substantial conformance with its Documentation. Customer may purchase renewals of the Hardware Warranty Period through extended service plans made available by Routeware in its discretion. Following the end of the Hardware Warranty Period, Routeware will have no further obligation to repair or support the applicable Hardware.

(b) Routeware's entire liability and Customer's exclusive remedy for any reported breach of the Hardware Warranty or Software Warranty will be repair or replacement of the defective Product. All claims must be received by Routeware promptly upon discovery of any defect, and in no event after expiration of the applicable Warranty Period. The foregoing Hardware and Software Warranties do not apply to any defect or failure to operate that is attributable to: (i) Customer's misuse or abuse of or failure to maintain the Product; (ii) Customer's failure to operate the Product in accordance with Routeware's Documentation; (iii) any change made to the Product by Customer without Routeware's written approval; (iv) any defect, limitation or incompatibility in any equipment or other component installed by Customer; (v) any accident, catastrophe, act of God, or interruption or fluctuation in electrical power supplies; (vi) any material change in Customer's business or in the operating conditions under which the Product is used; (vii) translations; or (viii) Third-Party Products.

7.3 Disclaimer. THE WARRANTIES OF THIS SECTION 0 ARE THE EXCLUSIVE WARRANTIES OFFERED BY EITHER PARTY AND NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED.

8. LIMITATION OF LIABILITY

8.1 INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, SECTION 10.1 (CONFIDENTIALITY), OR VIOLATIONS OF ROUTEWARE'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT DAMAGES THAT ARISE FROM OR RELATE TO THIS AGREEMENT (INCLUDING LOST PROFITS AND ANY OTHER INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES), WHETHER FORESEEABLE OR NOT AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 TOTAL LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO THE FAILURE TO PAY AMOUNTS PROPERLY OWED, BREACHES OF SECTION 10.1 (CONFIDENTIALITY), OR VIOLATIONS OF ROUTEWARE'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY WARRANTY CLAIMS) WILL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO ROUTEWARE IN THE 12 MONTHS PRIOR TO THE EVENT THAT GAVE RISE TO LIABILITY.

8.3 EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE RISK BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

9. TERM AND TERMINATION

9.1 Term of Agreement. This Agreement begins on the Effective Date (defined as the order form signature date or purchase order date) and continues until terminated pursuant to this Section 9.

9.2 Termination Rights. This Agreement may only be terminated as follows: (a) by mutual, written agreement of the parties; (b) by either party if the other party materially breaches this Agreement, and does not cure the breach within 30 days after receiving written notice from the non-breaching party; (c) by either party if such party elects to not renew all License Periods; or (d) by either party if the other party makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the U.S. Federal Bankruptcy Act or any other foreign or domestic statute, law, rule or regulation relating to insolvency or the protection of rights of creditors, which proceeding is not dismissed within 60 days.

9.3 Effect of Termination. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, the following applies: (a) Customer shall immediately cease all use of all Hardware and all Software; (b) all other rights and obligations immediately cease, except that Sections 1.3, 2.3, 2.4, 6, 7.3, 8, 9.3, 10, and 12 shall survive termination; (c) upon written demand, each party as a receiving party will return or destroy all of the other party's Confidential Information; and (d) Customer will immediately pay Routeware any undisputed amounts still outstanding.

10. REQUIRED DISCLOSURES AND CONFIDENTIAL INFORMATION

(1) **Protection of Confidential Information.** For a period of two (2) years from the date of receipt, the Recipient:

- a. shall maintain Confidential Information in confidence, shall not disclose Confidential Information, or any portion thereof, to any third party, and shall protect Confidential Information with at least the same degree of care as the Recipient uses in maintaining as secret its own confidential and proprietary information, but in no case less than a reasonable degree of care;
- b. shall restrict disclosure of Confidential Information solely to the Recipient's attorneys, accountants or professional advisors and those having an undisputed need and/or legal right to know such Confidential Information;
- c. shall advise each such employee, before he or she receives access to such Confidential Information of the obligations of the Recipient under this Agreement; and
- d. shall use Confidential Information received from the Discloser only for purposes of its internal evaluation of the potential transaction between Routeware and Customer.

(2) This Agreement imposes no obligation on the Recipient with respect to any portion of Confidential Information which the Recipient can demonstrate through written or other tangible proof:

- a. was generally available to the public prior to Discloser's first disclosure thereto to Recipient or subsequently becomes generally available to the public through no fault of the Recipient;
- b. was in Recipient's possession prior to receipt from Discloser and not acquired directly or indirectly from Discloser;
- c. is lawfully received by the Recipient from a third party not directly or indirectly associated with Discloser and having no obligation of confidentiality with respect thereto;
- d. is disclosed to third parties without obligation of confidentiality with the prior written consent of Discloser; or
- e. is independently developed by Recipient without benefit of Confidential Information.

(3) **Required Disclosures.** If Customer becomes subject to an order that requires Customer to disclose Confidential Information, Customer will, to the extent permitted by law: (a) promptly notify Routeware of the order's term and the circumstances surrounding its issuance; (b) consult in good faith with Routeware regarding possible responses to the order and, if requested by Routeware, make best efforts to narrow the order's scope, obtain a protective order from the court, or produce documents to the court or government body under seal with appropriate instructions regarding preservation of the information's confidentiality; and (c) if disclosure is required to prevent Customer from being subjected to contempt sanctions or other penalties, disclose only the Confidential Information that, in the opinion of counsel reasonably satisfactory to Routeware, is legally required to be disclosed, consistent with a reasonable interpretation of the order. The Customer may make disclosures required by law; provided that Customer uses its best efforts to limit such disclosure and has provided Routeware with prompt notice of any requested disclosure so that Customer may participate in attempting to limit such disclosure.

(4) **Access to to Public Records Act.** Customer is a public agency under the terms of Indiana's Access to Public Records Act (hereafter "Act"), found at Indiana Code 5-14-3 *et seq.* As such Routeware and Customer acknowledge that any records held by Customer are potentially subject to disclosure under the Act, notwithstanding any other provision of this Agreement. When, pursuant to the Act, Customer receives a properly formulated request for disclosure, Customer will withhold any records that qualify as confidential records pursuant to Indiana Code § 5-14-3-4(a) or any other applicable statute or ruling. When, pursuant to the Act, Customer receives a properly formulated request for disclosure, Customer will withhold any records that qualify as discretionary records pursuant to Indiana Code § 5-14-3-4(b) or any other statute or ruling. When, pursuant to the Act, the Customer receives a properly formulated request for disclosure, Customer will be obligated to release any records that do not qualify as either confidential or discretionary. If Customer is obligated to release confidential information pursuant to the Act, Customer will notify Routeware of the request and the records to be released

prior to releasing the records to the requestor.

(5) Ownership and Return of Confidential Information. All tangible information, including without limitation documentation, drawings and specifications furnished hereunder shall remain the property of Routeware. Within thirty (30) days following request by Routeware, Customer shall deliver to Routeware any tangible information submitted by the other party hereunder, and either deliver, or destroy with a certificate attesting to such destruction by an officer of Routeware, all copies, notes, diagrams, computer memory media and other materials prepared or created by Customer containing any portion of confidential information.

11. Terms; Publicity. The parties will keep the terms and conditions of this Agreement confidential and will not divulge any of this information to any third party except as follows: (a) with the prior written consent of the other party; (b) as otherwise may be required by law or legal process; (c) during the course of litigation, so long as the disclosure is restricted in the same manner as is the confidential information of other litigating parties; and in confidence to its legal counsel, accountants, banks, and financing sources and their advisors solely in connection with complying with or administering its obligations with respect to this Agreement; provided that, in (b) and (c) above, to the extent permitted by law, the disclosing party will use all legitimate and legal means available to minimize the disclosure to third parties, including seeking a confidential treatment request or protective order whenever appropriate or available, and the disclosing party will provide the other party with at least 10 days' prior written notice of such disclosure. Neither party may use the other party's trade names, trademarks or service marks, or engage in any publicity regarding this Agreement or its subject matter, without the other party's express written consent, which will not be unreasonably withheld or delayed.

(12) MISCELLANEOUS

12.1 Independent Contractors. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties.

12.2 Force Majeure. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and governmental requirements. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

12.3 Assignment. Neither party may assign its rights or obligations under this Agreement to any other person or entity, except for assignment and transfer of all of a party's rights and obligations under the following circumstances: (a) with the express written consent of the other party, which may not be unreasonably delayed or withheld; (b) as part of a re-organization or restructuring; (c) to the surviving entity of a merger transaction; or (d) to the purchaser of a Controlling Interest in, or more than 50% of, the assets of the assigning party. A "Controlling Interest" means more than 50% of the total outstanding voting stock of the assigning party. Any attempted assignment or delegation in violation of this section is void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

12.4 Changes & Waivers. Routeware reserves the right to change this terms and conditions of this Agreement at any time. Routeware agrees to inform Customer of any anticipated or scheduled change to the terms and conditions of this Agreement within a reasonable time, not to exceed thirty (30) days. No waiver of any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach, and no waiver is effective unless made in writing and signed by an

authorized representative of the waiving party.

12.5 Governing Law; Jurisdiction. The laws of the State of Indiana, without regard to conflict of laws rules, govern the interpretation and enforcement of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not apply. The parties agree with and submit to the state or federal courts located in Monroe County, Indiana, as the exclusive venue and jurisdiction for any and all disputes arising from or relating to this Agreement. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction by these courts.

12.6 Arbitration. Customer agrees that any and all controversies, claims, or disputes arising out of this Agreement, including any breach of this Agreement, shall be subject to binding arbitration under the Arbitration Rules set forth by the American Arbitration Association (the “*Rules*”) and pursuant to Indiana law. Disputes that Customer agrees to arbitrate, and thereby agrees to waive any right to a trial by jury, include any statutory claims under state or federal law. The place of arbitration shall be Bloomington, Indiana. Indiana State law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one (1). The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitrator shall issue a written decision including findings of fact and conclusions of law on the merits of its award. The arbitrator shall have the power to award any remedies, including attorneys’ fees and costs, available under applicable law.

12.7 Attorney Fees. The prevailing party in any litigation between the parties regarding this Agreement shall be entitled to recover reasonable attorney’s fees and other costs from the other party. These fees and other costs are in addition to any other relief to which the prevailing party may be entitled.

12.8 Conflicts; Order of Precedence. In the event that any term of this Agreement conflicts with governing law or is held to be ineffective or invalid by a court of competent jurisdiction, such term will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining terms of this Agreement shall remain in full force and effect. This Agreement controls any conflicts between any of its provisions and those of any Order.

12.9 Integration. This Agreement and the Orders together constitute the entire agreement between the parties with respect to the Products and Services and supersede all prior and contemporaneous discussions, negotiations, communications or agreements regarding the same subject matter. The terms on any purchase order, invoice, or other ordering document will have no effect and are hereby rejected.

12.10 Notices. Unless stated otherwise, all notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth on at the beginning of this Agreement, and are deemed delivered when received. Either party may change its address for notices by notice to the other party given in accordance with this Section 14.10.

12.11 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

12.12 Headings; Interpretation. Headings are used in this Agreement for reference only and will not be

considered when interpreting this Agreement. As used in this Agreement, “includes” (or “including”) means without limitation.

12.13 Appropriation of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by Customer are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then Customer 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 except for those provisions noted in section 9.3. Customer agrees that it will make its best efforts 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.



Board of Public Works Claim Register
 Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Stefany Bravard	01-refund adoption fee		11/01/2019	40.00
Alexandra Gross	01-refund adoption fee		11/01/2019	75.00
	Account 43430 - Animal Adoption Fees Totals	2		<u>\$115.00</u>
Account 43442 - Equipment Deposits				
James Harvey	01-refund trap deposit		11/01/2019	25.00
Aina Puce	01-refund trap deposit		11/01/2019	40.00
	Account 43442 - Equipment Deposits Totals	2		<u>\$65.00</u>
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-name badges, envelopes, paper		11/01/2019	93.05
	Account 52110 - Office Supplies Totals	1		<u>\$93.05</u>
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01-squeegee handle-10/2/19		11/01/2019	36.46
313 - Fastenal Company	01-trash liners-10/02/19		11/01/2019	36.54
313 - Fastenal Company	01-cable ties-10/8/19		11/01/2019	3.46
313 - Fastenal Company	01-cable ties-10/10/19		11/01/2019	12.10
313 - Fastenal Company	01-hand sanitizer, trash liners-9/30/19		11/01/2019	153.42
9269 - HP Products Corporation	01-towel dispenser-10/7/19		11/01/2019	69.89
3929 - IDEXX Laboratories, INC	01-F/F, HTW tests-9/19/19		11/01/2019	2,038.45
4633 - Midwest Veterinary Supply, INC	01-milk replacer-10/7/19		11/01/2019	80.31
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (S, XL), timothy hay (1 50lb bale)-		11/01/2019	224.88
5819 - Synchrony Bank	01-cleaning sprayer, dog leash, petsafe collar, adhesive tape		11/01/2019	182.33
4574 - John Deere Financial (Rural King)	01-bedding		11/01/2019	59.88
4574 - John Deere Financial (Rural King)	01-refund		11/01/2019	(50.00)
4574 - John Deere Financial (Rural King)	06-bedding		11/01/2019	299.50
4574 - John Deere Financial (Rural King)	01-bedding		11/01/2019	249.50
4574 - John Deere Financial (Rural King)	01-bedding		11/01/2019	249.50
	Account 52210 - Institutional Supplies Totals	15		<u>\$3,646.22</u>
Account 53130 - Medical				
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, bloodwork-10/15/19		11/01/2019	649.35
	Account 53130 - Medical Totals	1		<u>\$649.35</u>
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 9/12-10/11/19		10/21/2019	218.79
	Account 53210 - Telephone Totals	1		<u>\$218.79</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/14/19		10/21/2019	1,531.96
	Account 53510 - Electrical Services Totals	1		<u>\$1,531.96</u>
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill September 2019		10/21/2019	479.52
	Account 53530 - Water and Sewer Totals	1		<u>\$479.52</u>
Account 53610 - Building Repairs				
1537 - Indiana Door & Hardware Specialties, INC	19-Service Agreement for Front Door at Animal Shelter		11/01/2019	396.00
	Account 53610 - Building Repairs Totals	1		<u>\$396.00</u>
Account 53990 - Other Services and Charges				



Board of Public Works Claim Register
 Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
912 - Central Security Systems, INC	01-Fire Monitoring-commercial lease/monitoring-11/1/19-		11/01/2019	264.00
	Account 53990 - Other Services and Charges Totals	1		\$264.00
	Program 010000 - Main Totals	26		\$7,458.89
Program 010001 - Donations Over \$5K				
Account 53130 - Medical				
6529 - BloomingPaws, LLC	01-heartworm treatment-10/8/19		11/01/2019	39.30
	Account 53130 - Medical Totals	1		\$39.30
	Program 010001 - Donations Over \$5K Totals	1		\$39.30
	Department 01 - Animal Shelter Totals	27		\$7,498.19
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
Sasha Hyat	14-refund over payment pkg citations J1600567 & E1603075		11/01/2019	80.00
Edward P. & Janet M. Ryan	14-refund ticket-paid wrong parking meter		11/01/2019	30.00
	Account 46060 - Other Violations Totals	2		\$110.00
Account 52110 - Office Supplies				
6530 - Office Depot, INC	02 PW Admin office supplies, pens, paper, desk calendars		11/01/2019	87.19
	Account 52110 - Office Supplies Totals	1		\$87.19
Account 53230 - Travel				
12128 - James D Boruff	02 Lucity Conference Travel Reimbursement		11/01/2019	203.00
2820 - Nathan Nickel	02 Lucity Annual Conference Travel Reimbursement		11/01/2019	203.00
2659 - Adam Wason	02 Lucity per diem reimbursement gas on personal CC		11/01/2019	121.67
	Account 53230 - Travel Totals	3		\$527.67
	Program 020000 - Main Totals	6		\$724.86
	Department 02 - Public Works Totals	6		\$724.86
Department 03 - City Clerk				
Program 030000 - Main				
Account 53160 - Instruction				
259 - Indiana Association Of Cities & Towns (AIM)	03-ILMCT District Meeting-October 2019		11/01/2019	140.00
	Account 53160 - Instruction Totals	1		\$140.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	03-cell phone charges 9/12-10/11/19		10/21/2019	41.69
	Account 53210 - Telephone Totals	1		\$41.69
	Program 030000 - Main Totals	2		\$181.69
	Department 03 - City Clerk Totals	2		\$181.69
Department 05 - Common Council				
Program 050000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	05-Avery Easy Peel Labels		11/01/2019	39.33
	Account 52110 - Office Supplies Totals	1		\$39.33
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-9/5-10/4/19		11/01/2019	198.25
	Account 52410 - Books Totals	1		\$198.25
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-9/1-9/30/19		11/01/2019	337.40
	Account 53910 - Dues and Subscriptions Totals	1		\$337.40
	Program 050000 - Main Totals	3		\$574.98



Board of Public Works Claim Register
 Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Department 05 - Common Council Totals	3		\$574.98
Department 06 - Controller's Office Program 060000 - Main Account 52110 - Office Supplies 6530 - Office Depot, INC	06-Calendars and batteries		11/01/2019	40.67
	Account 52110 - Office Supplies Totals	1		\$40.67
	Program 060000 - Main Totals	1		\$40.67
	Department 06 - Controller's Office Totals	1		\$40.67
Department 09 - CFRD Program 090000 - Main Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	09-cell phone charges-J. Whiteaker-9/12-10/11/19		10/21/2019	41.69
	Account 53210 - Telephone Totals	1		\$41.69
Account 53230 - Travel 7956 - Beverly Calendar Anderson 7956 - Beverly Calendar Anderson	09-per diem/tickets-Mo Co Opioid/Be Golden Conf Reg		11/01/2019	207.44
	09-airline tickets-PTACC Conf-Jacksonville, FL-11/2019		11/01/2019	440.30
	Account 53230 - Travel Totals	2		\$647.74
Account 53940 - Temporary Contractual Employee 580 - Express Services, INC 580 - Express Services, INC	09-Temp service- front desk reception-S. Cook-week 9/29/19		11/01/2019	764.00
	09-Temp service-front desk reception-S. Cook-week end 10-6		11/01/2019	764.00
	Account 53940 - Temporary Contractual Employee Totals	2		\$1,528.00
Account 53960 - Grants 203 - INDIANA UNIVERSITY	09-CFRD 4 tickets to Neal-Marshall Legends Luncheon		11/01/2019	240.00
	Account 53960 - Grants Totals	1		\$240.00
	Program 090000 - Main Totals	6		\$2,457.43
	Department 09 - CFRD Totals	6		\$2,457.43
Department 10 - Legal Program 100000 - Main Account 52410 - Books 3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-9/5-10/4/19		11/01/2019	967.90
	Account 52410 - Books Totals	1		\$967.90
Account 53120 - Special Legal Services 50587 - Barnes & Thornburg LLP 19660 - Bose McKinney & Evans, LLP 19660 - Bose McKinney & Evans, LLP 19660 - Bose McKinney & Evans, LLP 19660 - Bose McKinney & Evans, LLP	10-legal services general municipal -8/21/19		11/01/2019	385.45
	10- legal services eminent domain lawsuit V. 222 Hats LLC		11/01/2019	5,399.50
	10- legal services-N. Bolden complaint		11/01/2019	5,684.00
	10-legal services-employment law matters		11/01/2019	2,327.00
	10-legal services-N. Bolden complaint		11/01/2019	7,394.00
	Account 53120 - Special Legal Services Totals	5		\$21,189.95
Account 53230 - Travel 18808 - Michael Rouker	10-Pkg-court trial-Indianapolis-10/8/19		11/01/2019	15.00
	Account 53230 - Travel Totals	1		\$15.00
Account 53910 - Dues and Subscriptions 3956 - West Publishing Corporation (Thomson Reuters)	10-West Information Charges-9/1-9/30/19		11/01/2019	1,349.60
	Account 53910 - Dues and Subscriptions Totals	1		\$1,349.60
Program 101000 - Human Rights Account 52420 - Other Supplies	Program 100000 - Main Totals	8		\$23,522.45



Board of Public Works Claim Register
 Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
732 - Barbara E McKinney	10-Walmart-BHRC homecoming parade items		11/01/2019	124.40
	Account 52420 - Other Supplies Totals	1		\$124.40
Account 53310 - Printing 2194 - Monroe County Branch NAACP #3062	10-NAACP souvenir booklet BHRC ad		11/01/2019	50.00
	Account 53310 - Printing Totals	1		\$50.00
Account 53990 - Other Services and Charges 732 - Barbara E McKinney	10-BHRC homecoming parade entry fee		11/01/2019	25.00
	Account 53990 - Other Services and Charges Totals	1		\$25.00
	Program 101000 - Human Rights Totals	3		\$199.40
	Department 10 - Legal Totals	11		\$23,721.85
Department 11 - Mayor's Office Program 110000 - Main Account 52110 - Office Supplies				
6530 - Office Depot, INC	11-dry erase markers		11/01/2019	18.52
6530 - Office Depot, INC	11-dry erase, easel, permanent markers		11/01/2019	4.32
6530 - Office Depot, INC	11-scissors		11/01/2019	.84
	Account 52110 - Office Supplies Totals	3		\$23.68
Account 52420 - Other Supplies 6222 - Apple, INC 4549 - Kroger Limited Partnership I 6530 - Office Depot, INC	11-iPad, Apple Pencil for Digital Comms		11/01/2019	1,363.00
	11-snacks for OOTM retreat-10/3/19		11/01/2019	24.45
	11-Cabinets for Digital Comms supplies		11/01/2019	413.98
	Account 52420 - Other Supplies Totals	3		\$1,801.43
Account 53210 - Telephone 13969 - AT&T Mobility II, LLC 13969 - AT&T Mobility II, LLC	28-cell phone charges -9/12-10/11/19		10/21/2019	41.69
	11-cell phone charges 9/12-10/11/19		10/21/2019	41.42
	Account 53210 - Telephone Totals	2		\$83.11
Account 53230 - Travel 6829 - Mary C Carmichael 6894 - Devta Linda Kidd	11-reimbursement for Big Ten meeting travel		11/01/2019	602.70
	11-reimbursement for Digital Govt Summit travel		11/01/2019	86.64
	Account 53230 - Travel Totals	2		\$689.34
Account 53310 - Printing 129 - FedEx Office and Print Service, INC	11-Dronepalooza posters		11/01/2019	227.76
	Account 53310 - Printing Totals	1		\$227.76
Account 53910 - Dues and Subscriptions 5259 - Pacific & Southern Company, INC (Indy Star) 53442 - Paragon Micro, INC	11-IndyStar online access		11/01/2019	9.99
	11-PowerBI subscriptions for Innovation		11/01/2019	18.32
	Account 53910 - Dues and Subscriptions Totals	2		\$28.31
Account 53990 - Other Services and Charges 6428 - Kelly M Boatman (Core Projective, LLC) 234 - Monroe County Community School Corporation 5819 - Synchrony Bank	11-project management OOTM August		11/01/2019	1,636.25
	11-Maker Challenge books (Innovation)		11/01/2019	292.28
	11-iPad cover for Digital Comms		11/01/2019	13.99
	Account 53990 - Other Services and Charges Totals	3		\$1,942.52
	Program 110000 - Main Totals	16		\$4,796.15
	Department 11 - Mayor's Office Totals	16		\$4,796.15
Department 12 - Human Resources Program 120000 - Main Account 52110 - Office Supplies				



Board of Public Works Claim Register
 Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
6530 - Office Depot, INC	12-adhesive roller, batteries		11/01/2019	15.91
6530 - Office Depot, INC	12- cardstock,		11/01/2019	3.87
	Account 52110 - Office Supplies Totals	2		<u>\$19.78</u>
Account 52420 - Other Supplies				
9523 - Freedom Business Solutions, LLC	12 Toner for printer HR Inv 11498		11/01/2019	150.00
	Account 52420 - Other Supplies Totals	1		<u>\$150.00</u>
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	12-cell phone charges - 9/12-10/11/19		10/21/2019	23.56
	Account 53210 - Telephone Totals	1		<u>\$23.56</u>
Account 53320 - Advertising				
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12 Job Ads Invoice 92919		11/01/2019	351.99
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12 Job Ads Invoice 9119		11/01/2019	91.31
	Account 53320 - Advertising Totals	2		<u>\$443.30</u>
Account 53990 - Other Services and Charges				
6542 - The Novak Consulting Group, INC	12- Consulting Services for Traffic & Transportation		11/01/2019	7,671.32
585 - Bloomington Public Transportation Corporation	12 Ridership Invoice 10106 \$351.00		11/01/2019	351.00
Craig Shonkwiler	12-Expense Reimbursement		11/01/2019	340.95
	Account 53990 - Other Services and Charges Totals	3		<u>\$8,363.27</u>
	Program 120000 - Main Totals	9		<u>\$8,999.91</u>
	Department 12 - Human Resources Totals	9		<u>\$8,999.91</u>
Department 13 - Planning				
Program 130000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	13 - HP print head and cleaner		11/01/2019	220.56
6530 - Office Depot, INC	13 - Pens, white out, paper towels, cutlery, highlighters		11/01/2019	38.17
6530 - Office Depot, INC	13 - Planners, pens, batteries		11/01/2019	129.94
6530 - Office Depot, INC	13 - SCAN Stamp		11/01/2019	11.69
5099 - Office Three Sixty, INC	13 - Pens, folders		11/01/2019	196.64
	Account 52110 - Office Supplies Totals	5		<u>\$597.00</u>
Account 52420 - Other Supplies				
4549 - Kroger Limited Partnership I	13 - Food for Fall Family Bike Fest-10/11/19		11/01/2019	71.13
6530 - Office Depot, INC	13 - Pens, white out, paper towels, cutlery, highlighters		11/01/2019	14.81
5819 - Synchrony Bank	13 - Camera and accessories		11/01/2019	289.99
	Account 52420 - Other Supplies Totals	3		<u>\$375.93</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops				
5409 - VS Engineering, INC	13-Temp. Eng. Staff Support-Proj. Mgr/Field Tech/Insp-		11/01/2019	14,347.06
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1		<u>\$14,347.06</u>
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	13-cell phone charges 9/12-10/11/19		10/21/2019	407.52
	Account 53210 - Telephone Totals	1		<u>\$407.52</u>
Account 53230 - Travel				
6794 - Ryan Clemens	13-per diem/fuel-Public Involvement Transp. Dec-Indy-10/1-		11/01/2019	182.00
	Account 53230 - Travel Totals	1		<u>\$182.00</u>
Account 53310 - Printing				
5387 - Creative Graphics, INC (dba Baugh Enterprises)	13 - Printing for Countryside neighborhood invites		11/01/2019	208.47
5387 - Creative Graphics, INC (dba Baugh Enterprises)	13 - Printing for Broadview & Coolidge neighborhood invites		11/01/2019	158.15
3892 - Midwest Color Printing, INC	13 - 250 business cards (Beth Rosenbarger)		11/01/2019	36.50



Board of Public Works Claim Register
 Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 53310 - Printing Totals		3	\$403.12
Account 53320 - Advertising				
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	13 - August 2019 legals-Cases V-20-19/ZO-30-19/FY 2020-		11/01/2019	73.09
	Account 53320 - Advertising Totals		1	\$73.09
Account 54310 - Improvements Other Than Building				
399 - American Structurepoint, INC	13-7th Street Multimodal Corridor Proj.-8/1-8/31/19	BC 2018-109	11/01/2019	6,428.13
	Account 54310 - Improvements Other Than Building Totals		1	\$6,428.13
	Program 130000 - Main Totals		16	\$22,813.85
Program 132000 - MPO				
Account 53320 - Advertising				
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	13 - MPO September 2019 legal-FY 2020-2024		11/01/2019	22.91
	Account 53320 - Advertising Totals		1	\$22.91
	Program 132000 - MPO Totals		1	\$22.91
	Department 13 - Planning Totals		17	\$22,836.76
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52210 - Institutional Supplies				
60 - Monroe County Solid Waste Management District	19 Disposal of Ballasts and Fluorescent tubes		11/01/2019	223.77
	Account 52210 - Institutional Supplies Totals		1	\$223.77
Account 52240 - Fuel and Oil				
177 - Indiana Oxygen Company, INC	19 Monthly LP cylinder rental fees		11/01/2019	33.54
	Account 52240 - Fuel and Oil Totals		1	\$33.54
Account 52310 - Building Materials and Supplies				
4574 - John Deere Financial (Rural King)	19-55 Gallon Trash Bags (2) - 60 count		11/01/2019	33.98
4574 - John Deere Financial (Rural King)	19-Paint Supplies		11/01/2019	8.58
	Account 52310 - Building Materials and Supplies Totals		2	\$42.56
Account 52430 - Uniforms and Tools				
4574 - John Deere Financial (Rural King)	19-Weed Eater Head		11/01/2019	26.95
	Account 52430 - Uniforms and Tools Totals		1	\$26.95
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 9/12-10/11/19		10/21/2019	166.76
	Account 53210 - Telephone Totals		1	\$166.76
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/14/19		10/21/2019	6,387.26
	Account 53510 - Electrical Services Totals		1	\$6,387.26
Account 53610 - Building Repairs				
4574 - John Deere Financial (Rural King)	19 Trash bags for facilities maintenance		11/01/2019	16.99
21104 - Cummins Crosspoint, LLC	19-Service Agreement for Generator at City Hall	BC 2019-53	11/01/2019	1,385.81
818 - Everywhere Signs, LLC	19-Service Agreement for Name Plates for P&T at City Hal	BC 2019-31	11/01/2019	40.00
321 - Harrell Fish, INC	19-Service Agreement for HVAC Repairs at City Hal	BC 2019-23	11/01/2019	419.00
321 - Harrell Fish, INC	19-Service Agreement for Planned Maintenance at City Hall	BC 2019-23	11/01/2019	1,910.66
392 - Koorsen Fire & Security, INC	19 Panic Button Testing City Hall		11/01/2019	421.25
53005 - Menards, INC	19 Waterproof fabric liners		11/01/2019	29.98
7402 - Nature's Way, INC	19-Service Agreement for Plant Maintenance at City Hall	BC 2019-07	11/01/2019	336.60
	Account 53610 - Building Repairs Totals		8	\$4,560.29
Account 53990 - Other Services and Charges				
3642 - Lentz Paving, LLC	18-Winslow Sports Complex Batting Cage Demolition		11/01/2019	12,000.00



Board of Public Works Claim Register
 Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 53990 - Other Services and Charges Totals		1	\$12,000.00
Account 54510 - Other Capital Outlays 6759 - Interclean Equipment, LLC	02 Underbody Truck Wash System		11/01/2019	114,000.00
	Account 54510 - Other Capital Outlays Totals		1	\$114,000.00
	Program 190000 - Main Totals		17	\$137,441.13
	Department 19 - Facilities Maintenance Totals		17	\$137,441.13
Department 28 - ITS Program 280000 - Main Account 52420 - Other Supplies 13969 - AT&T Mobility II, LLC 5819 - Synchrony Bank	28-cell phone charges -9/12-10/11/19		10/21/2019	629.98
	28 - Desk Lamp		11/01/2019	36.99
	Account 52420 - Other Supplies Totals		2	\$666.97
Account 53160 - Instruction 7102 - TrainSmart, INC	28-Train-the-Trainer Workshop - Accts & Training Specialist		11/01/2019	1,898.00
	Account 53160 - Instruction Totals		1	\$1,898.00
Account 53170 - Mgt. Fee, Consultants, and Workshops 6765 - Berry Dunn McNeil & Parker, LLC	28-IT Strategic Plan Development-Inv. date 9/9/19		11/01/2019	4,180.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	\$4,180.00
Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	28-cell phone charges -9/12-10/11/19		10/21/2019	600.33
	Account 53210 - Telephone Totals		1	\$600.33
	Program 280000 - Main Totals		5	\$7,345.30
	Department 28 - ITS Totals		5	\$7,345.30
	Fund 101 - General Fund (S0101) Totals		120	\$216,618.92
Fund 103 - Restricted Donations(ord 05-17) Department 06 - Controller's Office Program 400102 - Animal Supplies Account 52210 - Institutional Supplies 4586 - Hill's Pet Nutrition Sales, INC 4586 - Hill's Pet Nutrition Sales, INC 4633 - Midwest Veterinary Supply, INC 4666 - Zoetis, INC 4666 - Zoetis, INC	01-canine/feline/kitten/puppy food-9/27/19		11/01/2019	476.64
	01-canine/feline/kitten/puppy food-10/11/19		11/01/2019	422.80
	01-sanitizer-Rescue Concentrate 55 gal-9/23/19		11/01/2019	1,474.34
	01-antibiotics, antiparasitics-9/26/19		11/01/2019	900.81
	01-diagnostic tests-9/30/19		11/01/2019	274.84
	Account 52210 - Institutional Supplies Totals		5	\$3,549.43
	Program 400102 - Animal Supplies Totals		5	\$3,549.43
	Department 06 - Controller's Office Totals		5	\$3,549.43
	Fund 103 - Restricted Donations(ord 05-17) Totals		5	\$3,549.43
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 7033 - Courage to Change Sober Living, INC 136 - Girls INC Of Monroe County 12443 - Volunteers In Medicine Clinic Of Monroe County, INC 5849 - Wheeler Mission Ministries, INC	15-JH2019-Grant assistance for 4 Weeks-S. Toth-1222 W.		11/01/2019	500.00
	15-JH2019-Grant assistance for 4 Weeks-Z. Walls-1201 1/2		11/01/2019	500.00
	15-JH 2019-Install Security System		11/01/2019	8,200.00
	15-JH2019-Sept 2019-salary/fringe-Walk-In Nurse Practioner		11/01/2019	6,190.16
	15-JH2019-labor/material/install-security system-Center for		11/01/2019	8,592.10
	Account 53960 - Grants Totals		5	\$23,982.26



Board of Public Works Claim Register
 Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Program 050000 - Main Totals	5		\$23,982.26
	Department 05 - Common Council Totals	5		\$23,982.26
	Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	5		\$23,982.26
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090004 - Com Serv- Accessibility				
Account 53990 - Other Services and Charges				
199 - Monroe County Government	09-Room deposit-CCA Gather 'round the Table event-		11/01/2019	200.00
700 - Stone Belt ARC, INC	09-organizational assistance/consulting-Ride Hailing Program		11/01/2019	650.00
	Account 53990 - Other Services and Charges Totals	2		\$850.00
	Program 090004 - Com Serv- Accessibility Totals	2		\$850.00
	Department 09 - CFRD Totals	2		\$850.00
	Fund 312 - Community Services Totals	2		\$850.00
Fund 401 - Non-Reverting Telecom (S1146)				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 54450 - Equipment				
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 2 DVD Drives		11/01/2019	59.98
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 15 Battery Backups		11/01/2019	974.85
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 15 Desktop Computers		11/01/2019	16,604.85
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 7 Desktop Computers		11/01/2019	7,391.94
53442 - Paragon Micro, INC	25-Capital Replacement-Civil City-1 Laptop-ITS portion		11/01/2019	1,106.99
53442 - Paragon Micro, INC	25-Capital Replacement-Civil City-2 Laptops-ITS portion		11/01/2019	2,253.98
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 1 Monitor		11/01/2019	149.99
	Account 54450 - Equipment Totals	7		\$28,542.58
	Program 254000 - Infrastructure Totals	7		\$28,542.58
Program 256000 - Services				
Account 53150 - Communications Contract				
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business services/equip chgs-10/21-		10/21/2019	117.99
4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pike-business services 10/17-11/16/19		10/21/2019	116.85
	Account 53150 - Communications Contract Totals	2		\$234.84
Account 53980 - Community Access TV/Radio				
64 - Monroe County Public Library	25 - CATS - October November December 2019		11/01/2019	110,600.50
	Account 53980 - Community Access TV/Radio Totals	1		\$110,600.50
	Program 256000 - Services Totals	3		\$110,835.34
	Department 25 - Telecommunications Totals	10		\$139,377.92
	Fund 401 - Non-Reverting Telecom (S1146) Totals	10		\$139,377.92
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52110 - Office Supplies				
9523 - Freedom Business Solutions, LLC	20-Color LJ 4600/4650 Canon Toner for LaserJet (Magenta)		11/01/2019	130.00
	Account 52110 - Office Supplies Totals	1		\$130.00
Account 52420 - Other Supplies				
248 - Cosner's Ice Company	20-ice for crews-60 7# bags-9/27/19		11/01/2019	90.00
874 - Lee Supply Corporation	20-Water Hydrant for Salt Brine Machine		11/01/2019	144.37
786 - Richard's Small Engine, INC	20-Bar HT380-72 for chain saw		11/01/2019	59.95



Board of Public Works Claim Register
 Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Account 52420 - Other Supplies Totals		3	\$294.32
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	20-D. Sanders-removal cerumen (audio)		11/01/2019	50.00
	Account 53130 - Medical Totals		1	\$50.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 9/12-10/11/19		10/21/2019	166.76
	Account 53210 - Telephone Totals		1	\$166.76
Account 53230 - Travel				
7622 - Christina Axsom	20-per diem-Lucity Conf.-Kansas City, MO-9/30-10/4/19		11/01/2019	203.00
3919 - Michael Stinson	20-per diem/pkg/Uber-Lucity Conf.-Kansas City, MO-9/30-		11/01/2019	333.66
7246 - Joseph D Vandeventer	20-per diem-Lucity Conf.-Kansas City, MO-9/30-10/4/19		11/01/2019	203.00
2649 - Danna J Workman	20-per diem-Lucity Conf.-Kansas City, MO-9/30-10/4/19		11/01/2019	203.00
	Account 53230 - Travel Totals		4	\$942.66
Account 53250 - Pagers				
332 - Indiana Paging Network, INC	20-Services for Snow Control Pagers-November 2019		11/01/2019	87.26
	Account 53250 - Pagers Totals		1	\$87.26
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/14/19		10/21/2019	439.01
	Account 53510 - Electrical Services Totals		1	\$439.01
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-September 2019		10/21/2019	41.84
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-September 2019		10/21/2019	41.50
	Account 53530 - Water and Sewer Totals		2	\$83.34
Account 53630 - Machinery and Equipment Repairs				
6262 - Koenig Equipment, INC	20-chainsaw equip-2 gal mix, chain 16", woodcutter oil		11/01/2019	115.92
5768 - Thomas J Grimes Enterprises, INC (Torco Testing)	20-Dielectric Test for Boom Trucks-Street Dept portion		11/01/2019	1,374.00
	Account 53630 - Machinery and Equipment Repairs Totals		2	\$1,489.92
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/02/19		11/01/2019	16.84
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/02/19		11/01/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/25/19		11/01/2019	16.84
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/9/19		11/01/2019	16.84
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/9/19		11/01/2019	34.28
	Account 53920 - Laundry and Other Sanitation Services Totals		5	\$119.08
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	20-Landfill services for sweeper dumps-9/17/19		11/01/2019	1,089.62
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-Disposal Fee for Tree Limbs-17 loads-September 2019		11/01/2019	374.00
	Account 53950 - Landfill Totals		2	\$1,463.62
Account 53990 - Other Services and Charges				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two Way Radio Communication Services-10/1/19		11/01/2019	572.05
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two Way Radio Communication Services-10/1/19		11/01/2019	2,321.25
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets-August 2019-742 tickets		11/01/2019	704.90
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-9/17/19-2		11/01/2019	320.00
	Account 53990 - Other Services and Charges Totals		4	\$3,918.20
	Program 200000 - Main Totals		27	\$9,184.17
	Department 20 - Street Totals		27	\$9,184.17
	Fund 451 - Motor Vehicle Highway(S0708) Totals		27	\$9,184.17



Board of Public Works Claim Register
 Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 52210 - Institutional Supplies				
394 - Kleindorfer Hardware & Variety	26- Institutional Supplies - Saws blade mounting tape screws		11/01/2019	50.18
394 - Kleindorfer Hardware & Variety	26-Plumb grease, Slip ring, nut for Parking Facilities		11/01/2019	16.64
394 - Kleindorfer Hardware & Variety	26- Bit, screws, tap anchor for Parking Facilities		11/01/2019	30.27
53005 - Menards, INC	26 General Supplies for Maintenance Saw, blades, mounts,		11/01/2019	203.95
	Account 52210 - Institutional Supplies Totals	4		<u>\$301.04</u>
Account 52310 - Building Materials and Supplies				
5819 - Synchrony Bank	02 - Ballard caps		11/01/2019	102.10
5819 - Synchrony Bank	02 - Artistic 19"x24" Second Sigh		11/01/2019	8.62
	Account 52310 - Building Materials and Supplies Totals	2		<u>\$110.72</u>
Account 52340 - Other Repairs and Maintenance				
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	26 Winter Uniforms Parking Garage Staff		11/01/2019	233.04
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26 Safety Mirrors, Clearance Bar Signage Morton Parking		11/01/2019	3,201.95
	Account 52340 - Other Repairs and Maintenance Totals	2		<u>\$3,434.99</u>
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 9/12-10/11/19		10/21/2019	41.69
13969 - AT&T Mobility II, LLC	26-Pkg Garages-cell phone charges 9/12-10/11/19		10/21/2019	105.07
	Account 53210 - Telephone Totals	2		<u>\$146.76</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/14/19		10/21/2019	2,346.04
	Account 53510 - Electrical Services Totals	1		<u>\$2,346.04</u>
Account 53610 - Building Repairs				
3397 - Evens Time, INC	26 Gate Repair Walnut Street Parking Garage		11/01/2019	355.00
	Account 53610 - Building Repairs Totals	1		<u>\$355.00</u>
	Program 260000 - Main Totals	12		<u>\$6,694.55</u>
	Department 26 - Parking Totals	12		<u>\$6,694.55</u>
	Fund 452 - Parking Facilities(S9502) Totals	12		<u>\$6,694.55</u>
Fund 454 - Alternative Transport(S6301)				
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
Landon Robins	14-refund over payment pkg citation L1701308		11/01/2019	20.00
	Account 46060 - Other Violations Totals	1		<u>\$20.00</u>
Account 53110 - Engineering and Architectural				
5637 - Shrewsberry & Associates, LLC	13-School Zone Enhancements Proj. (Speed Flashers)-thru	BC 2017-100	11/01/2019	12,923.33
	Account 53110 - Engineering and Architectural Totals	1		<u>\$12,923.33</u>
Account 54310 - Improvements Other Than Building				
399 - American Structurepoint, INC	13-7th Street Multimodal Corridor Proj.-8/1-8/31/19	BC 2018-109	11/01/2019	5,686.32
	Account 54310 - Improvements Other Than Building Totals	1		<u>\$5,686.32</u>
	Program 020000 - Main Totals	3		<u>\$18,629.65</u>
	Department 02 - Public Works Totals	3		<u>\$18,629.65</u>
	Fund 454 - Alternative Transport(S6301) Totals	3		<u>\$18,629.65</u>
Fund 456 - MVH Restricted				
Department 20 - Street				



Board of Public Works Claim Register
 Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Program 200000 - Main				
Account 52210 - Institutional Supplies				
313 - Fastenal Company	20-signs-50lb pail anchor cement-9/19/19		11/01/2019	62.67
313 - Fastenal Company	20-safety supplies-earplugs, gloves-9/24/19		11/01/2019	69.67
313 - Fastenal Company	20-safety supplies-gloves, earplugs-9/17/19		11/01/2019	37.59
313 - Fastenal Company	20-safety supplies-gloves, orange spray paint-9/19/19		11/01/2019	34.95
	Account 52210 - Institutional Supplies Totals		4	<u>\$204.88</u>
Account 52330 - Street , Alley, and Sewer Material				
334 - Irving Materials, INC	20-Howe & Euclid-Class A Stone Ash-3.5 cy-10/3/19		11/01/2019	355.25
334 - Irving Materials, INC	20-Howe & Euclid-Class A Stone Ash-4 cy-10/1/19		11/01/2019	406.00
334 - Irving Materials, INC	20-407 S. Walker-Class A Stone Ash-4.5 cy-9/27/19		11/01/2019	456.75
334 - Irving Materials, INC	20-900 Calton Ct-Class A Stone Ash-4 cy-9/24/19		11/01/2019	406.00
334 - Irving Materials, INC	20-E. Hillside & Huntington-Class A Stone Ash-4 cy-9/19/19		11/01/2019	406.00
334 - Irving Materials, INC	20-Hillside & Olive-Class A Stone Ash-4 cy/cure & seal-		11/01/2019	505.00
19278 - Milestone Contractors, LP	20-surface-Jackson St/patching-281.87 tons-9/23-9/27/19	BC 2019-32	11/01/2019	12,078.12
19278 - Milestone Contractors, LP	20-surface/patching-87.74 tons-8/19-8/20/19	BC 2019-32	11/01/2019	3,759.67
19278 - Milestone Contractors, LP	20-surface-Ransom Ln/patching-147.71 tons-9/16-9/17/19	BC 2019-32	11/01/2019	6,329.38
19278 - Milestone Contractors, LP	20-surface-Short/Grant/patching-ST portion-9/17-9/19/19	BC 2019-32	11/01/2019	901.57
19278 - Milestone Contractors, LP	20-surface-Jackson St/patching-212.25 tons-9/20/19	BC 2019-32	11/01/2019	9,094.92
	Account 52330 - Street , Alley, and Sewer Material Totals		11	<u>\$34,698.66</u>
Account 52340 - Other Repairs and Maintenance				
409 - Black Lumber Co. INC	20-traffic crew-hardware-J. Kerr		11/01/2019	15.00
11243 - Core & Main, LP	20-HC Ramps Plates		11/01/2019	3,820.50
177 - Indiana Oxygen Company, INC	20-Propane for Traffic Markings-7/30/19		11/01/2019	93.62
177 - Indiana Oxygen Company, INC	20-Propane for Traffic Markings-9/11/19		11/01/2019	125.00
14030 - Techlite Corp	20-Lights for Tapp Rd & Rockport Rd		11/01/2019	800.00
	Account 52340 - Other Repairs and Maintenance Totals		5	<u>\$4,854.12</u>
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	20-sidewalks-80# quikrete concrete gravel mix-8		11/01/2019	46.32
313 - Fastenal Company	20-2 Gal SureSpray -9/25/19		11/01/2019	124.68
313 - Fastenal Company	20-Spray Paint Supplies-10/8/19		11/01/2019	4.34
394 - Kleindorfer Hardware & Variety	20-1 48" pick stick		11/01/2019	19.99
336 - Southside Rental Center, INC	20-Propane for Sign/Paving/Pavement Marking Crews-10/2/19		11/01/2019	32.13
	Account 52420 - Other Supplies Totals		5	<u>\$227.46</u>
Account 53990 - Other Services and Charges				
467 - Groomer Construction, INC	20-Sidewalk Contract for repairs	BC 2019-52	11/01/2019	79,495.63
	Account 53990 - Other Services and Charges Totals		1	<u>\$79,495.63</u>
	Program 200000 - Main Totals		26	<u>\$119,480.75</u>
	Department 20 - Street Totals		26	<u>\$119,480.75</u>
	Fund 456 - MVH Restricted Totals		26	<u>\$119,480.75</u>
Fund 601 - Cum Cap Development(S2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 54310 - Improvements Other Than Building				
399 - American Structurepoint, INC	13-Signal Timing_On-Call Services Contract-8/1-8/31/19	BC 2017-98	11/01/2019	1,274.75
	Account 54310 - Improvements Other Than Building Totals		1	<u>\$1,274.75</u>
	Program 020000 - Main Totals		1	<u>\$1,274.75</u>



Board of Public Works Claim Register
 Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Department 02 - Public Works Totals		1	\$1,274.75
Department 13 - Planning Program 130000 - Main Account 54310 - Improvements Other Than Building Taresah L Youngman	13-Sare Road Sidepath Parcel 1		11/01/2019	36,290.00
	Account 54310 - Improvements Other Than Building Totals		1	\$36,290.00
	Program 130000 - Main Totals		1	\$36,290.00
	Department 13 - Planning Totals		1	\$36,290.00
	Fund 601 - Cum Cap Development(S2391) Totals		2	\$37,564.75
Fund 730 - Solid Waste (S6401) Department 16 - Sanitation Program 160000 - Main Account 52420 - Other Supplies 5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-(3) Antenna's		11/01/2019	18.00
	Account 52420 - Other Supplies Totals		1	\$18.00
Account 53210 - Telephone 13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 9/12-10/11/19		10/21/2019	479.05
	Account 53210 - Telephone Totals		1	\$479.05
Account 53510 - Electrical Services 223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/14/19		10/21/2019	128.56
	Account 53510 - Electrical Services Totals		1	\$128.56
Account 53530 - Water and Sewer 208 - City Of Bloomington Utilities	19-Sanitation Dept-water/sewer bill-September 2019		10/21/2019	177.73
	Account 53530 - Water and Sewer Totals		1	\$177.73
Account 53920 - Laundry and Other Sanitation Services 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC 19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/9/19		11/01/2019	13.25
	16-mat/towel service-10/9/19		11/01/2019	32.26
	16-mat/towel service-10/16/19		11/01/2019	32.26
	16-uniform rental (minus payroll ded)-10/16/19		11/01/2019	13.25
	Account 53920 - Laundry and Other Sanitation Services Totals		4	\$91.02
Account 53950 - Landfill 52226 - Hoosier Transfer Station-3140 52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 9/16-9/30/19		11/01/2019	14,103.14
	16-recycling fees - 9/16-9/30/19		11/01/2019	3,313.99
	Account 53950 - Landfill Totals		2	\$17,417.13
	Program 160000 - Main Totals		10	\$18,311.49
	Department 16 - Sanitation Totals		10	\$18,311.49
	Fund 730 - Solid Waste (S6401) Totals		10	\$18,311.49
Fund 800 - Risk Management(S0203) Department 10 - Legal Program 100000 - Main Account 52430 - Uniforms and Tools 8613 - Crane's Leather & Shoe Shop, INC 8613 - Crane's Leather & Shoe Shop, INC 327 - Hoosier Workwear Outlet, INC 327 - Hoosier Workwear Outlet, INC 1448 - Shoe Carnival, INC 1448 - Shoe Carnival, INC	10-J. Behrman-2019 safety shoes (9D)-5/1/19		11/01/2019	100.00
	10-J. Behrman-2019 safety shoes (11D)-5/1/19		11/01/2019	100.00
	10-D. Sparks-2019 safety shoes (8M)-9/30/19		11/01/2019	100.00
	10-Z. Morrow-2019 safety shoes (11 1/2D)-9/19/19		11/01/2019	100.00
	10-Aster-2019 safety shoes (8)-9/9/19		11/01/2019	100.00
	10-Martinez-2019 safety shoes (9)-9/9/19		11/01/2019	100.00



Board of Public Works Claim Register
 Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
1448 - Shoe Carnival, INC	10-Housel-2019 safety shoes (12)-8/30/19		11/01/2019	94.98
	Account 52430 - Uniforms and Tools Totals		7	\$694.98
Account 53130 - Medical				
6185 - David Wayne Douglas	10- reimb for physical for CDL-9/30/19		11/01/2019	85.00
	Account 53130 - Medical Totals		1	\$85.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	10-Risk Management-cell phone charges 9/12-10/11/19		10/21/2019	59.58
	Account 53210 - Telephone Totals		1	\$59.58
Account 53420 - Worker's Comp & Risk				
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-SIHO-TTD-T.Walden-Invoice		10/23/2019	577.10
	Account 53420 - Worker's Comp & Risk Totals		1	\$577.10
	Program 100000 - Main Totals		10	\$1,416.66
	Department 10 - Legal Totals		10	\$1,416.66
	Fund 800 - Risk Management(S0203) Totals		10	\$1,416.66
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
3977 - Cigna Health & Life Insurance Company	12-Oct Cigna Dent_Vis_Admin Fee \$9,511.14		11/01/2019	2,205.00
18539 - Life Insurance Company Of North America	12-Sept Cigna LINA \$34,486.51		11/01/2019	34,486.51
18539 - Life Insurance Company Of North America	12-Aug2019 LINA \$34,205.95		11/01/2019	4,195.60
	Account 53990 - Other Services and Charges Totals		3	\$40,887.11
Account 53990.1201 - Other Services and Charges Health Insurance				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart FYE 12/31/18 Full GASB 75 \$4,000		11/01/2019	4,000.00
17785 - The Howard E. Nyhart Company, INC	12-October Wellness Reimbursements \$2,867.00		10/23/2019	2,867.00
	Account 53990.1201 - Other Services and Charges Health Insurance Totals		2	\$6,867.00
Account 53990.1278 - Other Services and Charges Disability LTD				
18539 - Life Insurance Company Of North America	12-Aug2019 LINA \$34,205.95		11/01/2019	6,779.92
	Account 53990.1278 - Other Services and Charges Disability LTD Totals		1	\$6,779.92
	Program 120000 - Main Totals		6	\$54,534.03
	Department 12 - Human Resources Totals		6	\$54,534.03
	Fund 801 - Health Insurance Trust Totals		6	\$54,534.03
Fund 802 - Fleet Maintenance(S9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	17 - dry erase board markers, pushpins		11/01/2019	45.58
	Account 52110 - Office Supplies Totals		1	\$45.58
Account 52230 - Garage and Motor Supplies				
50605 - Bauer Built, INC	17-stock tires-315/80R225 20 Conti HAU3 WT-4		11/01/2019	2,083.80
	Account 52230 - Garage and Motor Supplies Totals		1	\$2,083.80
Account 52240 - Fuel and Oil				
613 - Hoosier Penn Oil Company, INC	17 - stock bulk hyd oil		11/01/2019	1,092.55
349 - White River Cooperative, INC	17-diesel fuel-PDX4 On Road B20-7,260 gallons		11/01/2019	18,936.26
349 - White River Cooperative, INC	14-unleaded-87-Regular (No Ethanol)-7,944 gallons		11/01/2019	18,369.71
	Account 52240 - Fuel and Oil Totals		3	\$38,398.52
Account 52320 - Motor Vehicle Repair				



Board of Public Works Claim Register
 Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
4150 - Alexander's LLC	17-#479/481 bolts, nuts, axle and bushings		11/01/2019	865.90
294 - All-Phase Electric Supply, INC	17-#396 switch		11/01/2019	104.94
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#27 windshield replacement -inc. labor		11/01/2019	10.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#709 install new windshield		11/01/2019	160.00
244 - Bloomington Ford, INC	17-#211 ignition key		11/01/2019	40.00
244 - Bloomington Ford, INC	17-#801 smart junction box		11/01/2019	147.38
244 - Bloomington Ford, INC	17-#407 exhaust pipe		11/01/2019	86.14
244 - Bloomington Ford, INC	17-#p137 throttle body gasket		11/01/2019	4.61
244 - Bloomington Ford, INC	17-#p137 throttle body		11/01/2019	58.23
244 - Bloomington Ford, INC	1-#407 converters and sensors, exhaust		11/01/2019	1,459.19
4335 - Circle Distributing, INC	17-#191/stock filters, front axle		11/01/2019	396.40
4335 - Circle Distributing, INC	17-stock filters		11/01/2019	49.41
4335 - Circle Distributing, INC	17-stock purge valves		11/01/2019	131.12
5792 - Clark Truck Equipment Co., INC	1-#429 bushing		11/01/2019	101.14
313 - Fastenal Company	17 - # shop supplies sanding screens		11/01/2019	170.92
613 - Hoosier Penn Oil Company, INC	17-stock bulk oil-HP tractor hydraulic-8/20/19		11/01/2019	1,695.76
796 - Interstate Battery System of Bloomington, INC	17-batteries-1 MTP-65HD-		11/01/2019	97.25
4439 - JX Enterprises, INC	17-#431 abs modulator valve		11/01/2019	160.99
4474 - Ken's Westside Service & Towing, LLC	17-towing service-Unit #10-10/10/19		11/01/2019	75.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services-Unit #11-10/6/19		11/01/2019	50.00
2974 - MacAllister Machinery Co, INC	17-#449 tie rod assy		11/01/2019	410.99
4693 - Monroe County Tire & Supply, INC	17-#491 tires-ST235/8)R16-2		11/01/2019	180.50
4845 - RPM Machinery, LLC	17 - #4721 spring pin		11/01/2019	76.13
4276 - Rush Truck Centers of Indiana, INC	17-#692 engine repair-International/7400:IH		11/01/2019	19,374.87
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-various parts for various vehicles-September 2019		11/01/2019	3,273.57
	Account 52320 - Motor Vehicle Repair Totals	25		\$29,180.44
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	02-PW Divisions cell phone charges 9/12-10/11/19		10/21/2019	41.69
	Account 53210 - Telephone Totals	1		\$41.69
Account 53230 - Travel				
6271 - Jason Speer	17-per diem-Lucity Conf-Kansas City, MO-9/30-10/4/19		11/01/2019	203.00
	Account 53230 - Travel Totals	1		\$203.00
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/14/19		10/21/2019	82.07
	Account 53510 - Electrical Services Totals	1		\$82.07
Account 53610 - Building Repairs				
392 - Koorsen Fire & Security, INC	19 Quarterly billing Fleet Maintenance Building		11/01/2019	88.61
	Account 53610 - Building Repairs Totals	1		\$88.61
Account 53620 - Motor Repairs				
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#27 windshield replacement -inc. labor		11/01/2019	90.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#709 install new windshield		11/01/2019	20.00
4474 - Ken's Westside Service & Towing, LLC	17 - #663- tow bill-9/30/2019		11/01/2019	75.00
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - 958 repair to camera		11/01/2019	1,100.48
4276 - Rush Truck Centers of Indiana, INC	17-#692 engine repair-International/7400:IH		11/01/2019	6,702.61
54351 - Sternberg, INC	17 #788 repairs for loss of engine porwer		11/01/2019	897.99
	Account 53620 - Motor Repairs Totals	6		\$8,886.08
Account 53920 - Laundry and Other Sanitation Services				



Board of Public Works Claim Register
 Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-10/9/19		11/01/2019	70.60
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-10/9/19		11/01/2019	14.19
	Account 53920 - Laundry and Other Sanitation Services Totals	2		<u>\$84.79</u>
	Program 170000 - Main Totals	42		<u>\$79,094.58</u>
	Department 17 - Fleet Maintenance Totals	42		<u>\$79,094.58</u>
	Fund 802 - Fleet Maintenance(\$9500) Totals	42		<u>\$79,094.58</u>
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1241 - Other Services and Charges Vision				
3977 - Cigna Health & Life Insurance Company	12-Oct Cigna Dent_Vis_Admin Fee \$9,511.14		11/01/2019	7,306.14
	Account 53990.1241 - Other Services and Charges Vision Totals	1		<u>\$7,306.14</u>
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City URM		10/21/2019	91.96
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		10/22/2019	235.86
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		10/23/2019	139.56
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-10/23/19		10/24/2019	122.60
	Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	4		<u>\$589.98</u>
Account 53990.1273 - Other Services and Charges Term Life				
18539 - Life Insurance Company Of North America	12-Aug2019 LINA \$34,205.95		11/01/2019	14,189.37
	Account 53990.1273 - Other Services and Charges Term Life Totals	1		<u>\$14,189.37</u>
Account 53990.1277 - Other Services and Charges Disability STD				
18539 - Life Insurance Company Of North America	12-Aug2019 LINA \$34,205.95		11/01/2019	9,041.06
	Account 53990.1277 - Other Services and Charges Disability STD Totals	1		<u>\$9,041.06</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-Util URM		10/22/2019	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		10/22/2019	57.60
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		10/23/2019	74.57
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-10/23/19		10/24/2019	59.84
	Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	4		<u>\$202.01</u>
	Program 120000 - Main Totals	11		<u>\$31,328.56</u>
	Department 12 - Human Resources Totals	11		<u>\$31,328.56</u>
	Fund 804 - Insurance Voluntary Trust Totals	11		<u>\$31,328.56</u>
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016B - 2016 B Ped/Signal/Intersection				
Account 54510 - Other Capital Outlays				
1959 - Clark Dietz INC	13-3rd & Indiana_Signal Project-serv. 7/27-8/30/19	BC 2019-58	11/01/2019	779.60
3663 - WSP USA, INC	13-Sare Rd. Path & Intersection Proj-billing 5/11-9/6/19	BC 2019-46	11/01/2019	82,945.70
	Account 54510 - Other Capital Outlays Totals	2		<u>\$83,725.30</u>
	Program 06016B - 2016 B Ped/Signal/Intersection Totals	2		<u>\$83,725.30</u>
Program 06016D - 2016 D Multi Use Paths				
Account 54310 - Improvements Other Than Building				
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Rogers Road Sidepath-Inv. date 10/4/19	BC 2018-110	11/01/2019	16,496.25
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Winslow Avenue Sidepath-Inv. date 10/4/19	BC 2018-111	11/01/2019	3,918.00
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Henderson Street Sidepath-Inv. date 10/4/19	BC 2018-112	11/01/2019	4,078.25
	Account 54310 - Improvements Other Than Building Totals	3		<u>\$24,492.50</u>



Board of Public Works Claim Register
Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Program 06016D - 2016 D Multi Use Paths Totals		3	\$24,492.50
	Department 06 - Controller's Office Totals		5	\$108,217.80
	Fund 978 - City 2016 GO Bond Proceeds Totals		5	\$108,217.80
			296	\$868,835.52



Board of Public Works Claim Register- Special Utilities

Invoice Date Range 10/16/19 - 10/16/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	CTYHALL-SEPT 19	19-City Hall-water/sewer bill-September 2019	Paid by Check # 70592		10/16/2019	10/16/2019	10/16/2019		10/16/2019	1,707.33
					Account 53530 - Water and Sewer Totals			Invoice Transactions 1		\$1,707.33
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	97032ES	06-CityFacNaturalGasComm	Paid by EFT # 31783		10/16/2019	10/16/2019	10/16/2019		10/16/2019	934.86
222 - Vectren	S0195420-100219	19-ACC-gas bill 9/4-10/2/19	Paid by Check # 70606		10/16/2019	10/16/2019	10/16/2019		10/16/2019	298.17
					Account 53540 - Natural Gas Totals			Invoice Transactions 2		\$1,233.03
					Program 010000 - Main Totals			Invoice Transactions 3		\$2,940.36
					Department 01 - Animal Shelter Totals			Invoice Transactions 3		\$2,940.36
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	TMPMTR-SEP 2019	19-Temp Mtr-Graffiti Team-water/sewer bill-	Paid by Check # 70592		10/16/2019	10/16/2019	10/16/2019		10/16/2019	15.48
					Account 53530 - Water and Sewer Totals			Invoice Transactions 1		\$15.48
					Program 190000 - Main Totals			Invoice Transactions 1		\$15.48
					Department 19 - Facilities Maintenance Totals			Invoice Transactions 1		\$15.48
					Fund 101 - General Fund (S0101) Totals			Invoice Transactions 4		\$2,955.84
Fund 450 - Local Road and Street(S0706)										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	38103924011-1019	02-2200 W. Tapp Rd-street light chqs-bill date	Paid by Check # 70598		10/16/2019	10/16/2019	10/16/2019		10/16/2019	4.57
223 - Duke Energy	44403936011-1019	02-Country Club Dr-ped bridge-equip costs-elec	Paid by Check # 70599		10/16/2019	10/16/2019	10/16/2019		10/16/2019	26,065.42
223 - Duke Energy	93603608028-1019	02-10th & Union-traffic signal chqs 9/6-10/7/19	Paid by Check # 70600		10/16/2019	10/16/2019	10/16/2019		10/16/2019	45.48
223 - Duke Energy	79103921010-1019	02-E. Cottage Grove-electric bill-bill date	Paid by Check # 70601		10/16/2019	10/16/2019	10/16/2019		10/16/2019	30.35
223 - Duke Energy	TRFSIGNSUM-10/19	02-Traffic Signal Summary electric bill-bill	Paid by Check # 70602		10/16/2019	10/16/2019	10/16/2019		10/16/2019	3,092.73
223 - Duke Energy	STLGHTSUM-100419	02-Street Light Summary Electric bill-bill date	Paid by Check # 70603		10/16/2019	10/16/2019	10/16/2019		10/16/2019	35,259.78
					Account 53520 - Street Lights / Traffic Signals Totals			Invoice Transactions 6		\$64,498.33
					Program 200000 - Main Totals			Invoice Transactions 6		\$64,498.33
					Department 20 - Street Totals			Invoice Transactions 6		\$64,498.33
					Fund 450 - Local Road and Street(S0706) Totals			Invoice Transactions 6		\$64,498.33
Fund 451 - Motor Vehicle Highway(S0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	STREET-SEPT 2019	19-Street Dept-water/sewer bill-Sept	Paid by Check # 70592		10/16/2019	10/16/2019	10/16/2019		10/16/2019	185.89
					Account 53530 - Water and Sewer Totals			Invoice Transactions 1		\$185.89
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	97032ES	06-CityFacNaturalGasComm	Paid by EFT # 31783		10/16/2019	10/16/2019	10/16/2019		10/16/2019	11.23
222 - Vectren	52414143-100419	19-Traffic Bldg-gas bill 9/6-10/4/19	Paid by Check # 70606		10/16/2019	10/16/2019	10/16/2019		10/16/2019	19.08
222 - Vectren	52418247-100419	19-Street Dept-gas bill 9/6-10/4/19	Paid by Check # 70606		10/16/2019	10/16/2019	10/16/2019		10/16/2019	18.04
					Account 53540 - Natural Gas Totals			Invoice Transactions 3		\$48.35
Account 53610 - Building Repairs										
208 - City Of Bloomington Utilities	STREET-SEPT 2019	19-Street Dept-water/sewer bill-Sept	Paid by Check # 70592		10/16/2019	10/16/2019	10/16/2019		10/16/2019	1,533.00
					Account 53610 - Building Repairs Totals			Invoice Transactions 1		\$1,533.00
					Program 200000 - Main Totals			Invoice Transactions 5		\$1,767.24
					Department 20 - Street Totals			Invoice Transactions 5		\$1,767.24
					Fund 451 - Motor Vehicle Highway(S0708) Totals			Invoice Transactions 5		\$1,767.24
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	MRTNGAR-SEP 2019	19-Morton St Garage-water/sewer bill-	Paid by Check # 70592		10/16/2019	10/16/2019	10/16/2019		10/16/2019	40.65
					Account 53530 - Water and Sewer Totals			Invoice Transactions 1		\$40.65
					Program 260000 - Main Totals			Invoice Transactions 1		\$40.65
					Department 26 - Parking Totals			Invoice Transactions 1		\$40.65
					Fund 452 - Parking Facilities(S9502) Totals			Invoice Transactions 1		\$40.65
Fund 730 - Solid Waste (S6401)										
Department 16 - Sanitation										
Program 160000 - Main										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	97032ES	06-CityFacNaturalGasComm	Paid by EFT # 31783		10/16/2019	10/16/2019	10/16/2019		10/16/2019	39.32



Board of Public Works Claim Register- Special Utilities

Invoice Date Range 10/16/19 - 10/16/19

222 - Vectren	50195440-100219	19-Sanitation-gas bill 9/4-10/2/19	Paid by Check # 70606	10/16/2019	10/16/2019	10/16/2019	10/16/2019	46.40
				Account 53540 - Natural Gas Totals		Invoice Transactions 2		\$85.72
				Program 160000 - Main Totals		Invoice Transactions 2		\$85.72
				Department 16 - Sanitation Totals		Invoice Transactions 2		\$85.72
				Fund 730 - Solid Waste (S6401) Totals		Invoice Transactions 2		\$85.72
Fund 802 - Fleet Maintenance(S9500)								
Department 17 - Fleet Maintenance								
Program 170000 - Main								
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	97032ES	06-CityFacNaturalGasComm	Paid by EFT # 31783	10/16/2019	10/16/2019	10/16/2019	10/16/2019	5.62
222 - Vectren	51863666-100419	19-Fleet Maint.-gas bill 9/6-10/4/19	Paid by Check # 70606	10/16/2019	10/16/2019	10/16/2019	10/16/2019	46.69
				Account 53540 - Natural Gas Totals		Invoice Transactions 2		\$52.31
				Program 170000 - Main Totals		Invoice Transactions 2		\$52.31
				Department 17 - Fleet Maintenance Totals		Invoice Transactions 2		\$52.31
				Fund 802 - Fleet Maintenance(S9500) Totals		Invoice Transactions 2		\$52.31
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	101519daily	12-City/Util URM	Paid by EFT # 31786	10/16/2019	10/16/2019	10/16/2019	10/16/2019	70.00
				Account 53990.1271 - Other Services and Charges Section 125 - URM - City Totals		Invoice Transactions 1		\$70.00
Account 53990.1281 - Other Services and Charges Section 125 - URM - Util								
17785 - The Howard E. Nyhart Company, INC	101519daily	12-City/Util URM	Paid by EFT # 31786	10/16/2019	10/16/2019	10/16/2019	10/16/2019	17.46
				Account 53990.1281 - Other Services and Charges Section 125 - URM - Util Totals		Invoice Transactions 1		\$17.46
				Program 120000 - Main Totals		Invoice Transactions 2		\$87.46
				Department 12 - Human Resources Totals		Invoice Transactions 2		\$87.46
				Fund 804 - Insurance Voluntary Trust Totals		Invoice Transactions 2		\$87.46
				Grand Totals		Invoice Transactions 22		\$69,487.55



Board of Public Works Claim Register-Sales Tax Sept 2019

Invoice Date Range 10/17/19 - 10/17/19

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										
	Sept 2019 Sales	18-Sales Tax Sept 2019	Paid by EFT # 31793		10/17/2019	10/17/2019	10/17/2019		10/17/2019	45.55
					Account 43370 - Other Sales Totals			Invoice Transactions 1		\$45.55
					Program 160000 - Main Totals			Invoice Transactions 1		\$45.55
					Department 16 - Sanitation Totals			Invoice Transactions 1		\$45.55
					Fund 730 - Solid Waste (S6401) Totals			Invoice Transactions 1		\$45.55
					Grand Totals			Invoice Transactions 3		\$45.55



Board of Public Works Claim Register-Special Claim for the Walnut Street Garage

Invoice Date Range 10/11/19 - 10/11/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53650 - Other Repairs										
6378 - ANN-KRISS, LLC	IN#1	02-Walnut St. Garage Stairwell Replacement	Paid by EFT # 31777		10/11/2019	10/11/2019	10/11/2019		10/11/2019	23,858.00
18844 - First Financial Bank, N.A.	#1AnnKrisEscrow	02-Ann-Kriss LLC escrow for Walnut St Garage	Paid by Check # 70591		10/11/2019	10/11/2019	10/11/2019		10/11/2019	1,993.00
							Account 53650 - Other Repairs Totals		Invoice Transactions 2	\$25,851.00
							Program 190000 - Main Totals		Invoice Transactions 2	\$25,851.00
							Department 19 - Facilities Maintenance Totals		Invoice Transactions 2	\$25,851.00
							Fund 101 - General Fund (S0101) Totals		Invoice Transactions 2	\$25,851.00
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 52340 - Other Repairs and Maintenance										
6378 - ANN-KRISS, LLC	IN#1-A	02-Walnut St. Garage Stairwell Replacement	Paid by EFT # 31777		10/11/2019	10/11/2019	10/11/2019		10/11/2019	14,009.00
							Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1	\$14,009.00
							Program 260000 - Main Totals		Invoice Transactions 1	\$14,009.00
							Department 26 - Parking Totals		Invoice Transactions 1	\$14,009.00
							Fund 452 - Parking Facilities(S9502) Totals		Invoice Transactions 1	\$14,009.00
							Grand Totals		Invoice Transactions 5	\$39,860.00



Board of Public Works Claim Register-Special Claim for Walnut Street Garage

Invoice Date Range 10/18/19 - 10/18/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53650 - Other Repairs										
6378 - ANN-KRISS, LLC	02-ANNKRISS#2	02-WALNUT STREET GARAGE	Paid by EFT # 31787		10/18/2019	10/18/2019	10/18/2019		10/18/2019	54,217.66
18844 - First Financial Bank, N.A.	02-ANNKRISS2	02-WALNUT STREET GARAGE	Paid by Check # 70610		10/18/2019	10/18/2019	10/18/2019		10/18/2019	2,853.56
							Account 53650 - Other Repairs Totals	Invoice Transactions 2		\$57,071.22
							Program 190000 - Main Totals	Invoice Transactions 2		\$57,071.22
							Department 19 - Facilities Maintenance Totals	Invoice Transactions 2		\$57,071.22
							Fund 101 - General Fund (S0101) Totals	Invoice Transactions 2		\$57,071.22



Board of Public Works Claim Register

Invoice Date Range 10/21/19 - 11/01/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 43430 - Animal Adoption Fees										
Stefany Bravard	REFUND-BRAVARD	01-refund adoption fee	Paid by Check # 70660		10/22/2019	10/22/2019	11/01/2019		11/01/2019	40.00
Alexandra Gross	REFUND-GROSS A	01-refund adoption fee	Paid by Check # 70661		10/22/2019	10/22/2019	11/01/2019		11/01/2019	75.00
								Account 43430 - Animal Adoption Fees Totals	Invoice Transactions 2	\$115.00
Account 43442 - Equipment Deposits										
James Harvey	REFUND-HARVEY J	01-refund trap deposit	Paid by Check # 70662		10/22/2019	10/22/2019	11/01/2019		11/01/2019	25.00
Aina Puce	REFUND-PUCE A	01-refund trap deposit	Paid by Check # 70665		10/22/2019	10/22/2019	11/01/2019		11/01/2019	40.00
								Account 43442 - Equipment Deposits Totals	Invoice Transactions 2	\$65.00
Account 52110 - Office Supplies										
6530 - Office Depot, INC	383100966001	01-name badges, envelopes, paper	Paid by EFT # 31952		10/22/2019	10/22/2019	11/01/2019		11/01/2019	93.05
								Account 52110 - Office Supplies Totals	Invoice Transactions 1	\$93.05
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM215003	01-squeegee handle-10/2/19	Paid by EFT # 31869		10/22/2019	10/22/2019	11/01/2019		11/01/2019	36.46
313 - Fastenal Company	INBLM215004	01-trash liners-10/02/19	Paid by EFT # 31869		10/22/2019	10/22/2019	11/01/2019		11/01/2019	36.54
313 - Fastenal Company	INBLM215130	01-cable ties-10/8/19	Paid by EFT # 31869		10/22/2019	10/22/2019	11/01/2019		11/01/2019	3.46
313 - Fastenal Company	INBLM215177	01-cable ties-10/10/19	Paid by EFT # 31869		10/22/2019	10/22/2019	11/01/2019		11/01/2019	12.10
313 - Fastenal Company	INBLM214968	01-hand sanitizer, trash liners-9/30/19	Paid by EFT # 31869		10/22/2019	10/22/2019	11/01/2019		11/01/2019	153.42
9269 - HP Products Corporation	14525871	01-towel dispenser-10/7/19	Paid by EFT # 31893		10/22/2019	10/22/2019	11/01/2019		11/01/2019	69.89
3929 - IDEXX Laboratories, INC	3053523453	01-F/F, HTW tests-9/19/19	Paid by EFT # 31896		10/22/2019	10/22/2019	11/01/2019		11/01/2019	2,038.45
4633 - Midwest Veterinary Supply, INC	11312361-000	01-milk replacer-10/7/19	Paid by EFT # 31934		10/22/2019	10/22/2019	11/01/2019		11/01/2019	80.31
4633 - Midwest Veterinary Supply, INC	11312361-050	01-vinyl exam gloves (S, XL), timothy hay (1 50lb	Paid by EFT # 31934		10/22/2019	10/22/2019	11/01/2019		11/01/2019	224.88
5819 - Synchrony Bank	637773649785	01-cleaning sprayer, dog leash, petsafe collar, 01-bedding	Paid by EFT # 31992		10/22/2019	10/22/2019	11/01/2019		11/01/2019	182.33
4574 - John Deere Financial (Rural King)	L97237	01-bedding	Paid by Check # 70645		10/22/2019	10/22/2019	11/01/2019		11/01/2019	59.88
4574 - John Deere Financial (Rural King)	G12888	01-refund	Paid by Check # 70645		10/22/2019	10/22/2019	11/01/2019		11/01/2019	(50.00)
4574 - John Deere Financial (Rural King)	G12872	06-bedding	Paid by Check # 70645		10/22/2019	10/22/2019	11/01/2019		11/01/2019	299.50
4574 - John Deere Financial (Rural King)	G28181	01-bedding	Paid by Check # 70645		10/22/2019	10/22/2019	11/01/2019		11/01/2019	249.50
4574 - John Deere Financial (Rural King)	G42938	01-bedding	Paid by Check # 70645		10/22/2019	10/22/2019	11/01/2019		11/01/2019	249.50
								Account 52210 - Institutional Supplies Totals	Invoice Transactions 15	\$3,646.22
Account 53130 - Medical										
54639 - Shake Veterinary Services, INC (Town & Countrv Vet	128754	01-spay/neuter surgeries, bloodwork-	Paid by EFT # 31973		10/22/2019	10/22/2019	11/01/2019		11/01/2019	649.35
								Account 53130 - Medical Totals	Invoice Transactions 1	\$649.35
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PWDIVX10192019	02-PW Divisions cell phone charges 9/12-	Paid by Check # 70615		10/21/2019	10/21/2019	10/21/2019		10/21/2019	218.79
								Account 53210 - Telephone Totals	Invoice Transactions 1	\$218.79
Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM-101419	19-CH/off site facilities-electric summary bill-	Paid by Check # 70628		10/21/2019	10/21/2019	10/21/2019		10/21/2019	1,531.96
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$1,531.96
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	ACC-SEPT 2019	19-ACC-water/sewer bill September 2019	Paid by Check # 70623		10/21/2019	10/21/2019	10/21/2019		10/21/2019	479.52
								Account 53530 - Water and Sewer Totals	Invoice Transactions 1	\$479.52
Account 53610 - Building Repairs										
1537 - Indiana Door & Hardware Specialties, INC	4488AA	19-Service Agreement for Front Door at Animal	Paid by Check # 70642		10/22/2019	10/22/2019	11/01/2019		11/01/2019	396.00
								Account 53610 - Building Repairs Totals	Invoice Transactions 1	\$396.00
Account 53990 - Other Services and Charges										
912 - Central Security Systems, INC	456085	01-Fire Monitoring-commercial	Paid by EFT # 31835		10/22/2019	10/22/2019	11/01/2019		11/01/2019	264.00
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$264.00
								Program 010000 - Main Totals	Invoice Transactions 26	\$7,458.89
Program 010001 - Donations Over \$5K										
Account 53130 - Medical										
6529 - BloomingPaws, LLC	223288	01-heartworm treatment-10/8/19	Paid by EFT # 31825		10/22/2019	10/22/2019	11/01/2019		11/01/2019	39.30
								Account 53130 - Medical Totals	Invoice Transactions 1	\$39.30
								Program 010001 - Donations Over \$5K Totals	Invoice Transactions 1	\$39.30
								Department 01 - Animal Shelter Totals	Invoice Transactions 27	\$7,498.19
Department 02 - Public Works										
Program 020000 - Main										
Account 46060 - Other Violations										

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
	Bank Fees				
11/1/2019	Claims				868,835.52
10/16/2019	Special Utility Claims				69,487.55
	Month Of Oct HSA/WorkComp/MT & Gym/CIGNA				
10/17/2019	Sales Tax For September 2019				45.55
10/18 & 10/11	Walnut Street Garage-ANN KRISS				96,931.22
					<u>1,035,299.84</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of [REDACTED] claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 1,035,299.84

Dated this 29 day of October 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 Office _____