

Board of Public Works Meeting
January 21, 2020



AGENDA
BOARD OF PUBLIC WORKS
January 21, 2020

A Regular Meeting of the Board of Public Work to be held Tuesday, January 21, 2020 at 5:30 p.m., in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana.

I. ELECTION OF OFFICERS

II. MESSAGES FROM BOARD MEMBERS

III. PETITIONS & REMONSTRANCES

IV. TITLE VI ENFORCEMENT

1. Request Permission to Abate Property at 3225 S. Walnut Springs Drive
2. Request Permission to Abate Property at 2607 N. Walnut St

V. CONSENT AGENDA

1. Approval of Minutes – January 7, 2020
2. Noise Permit Request for Chocolate Prom Dance at Harmony School (Friday, February 14th)
3. Approve 2020 Service Agreement with Groomer Construction
4. Approval of Payroll

VI. NEW BUSINESS

1. Resolution 2020-01: Approve Encroachment Agreement in the Public Right-of-Way at 116 N. Grant St.
2. Approve 2020 CE Solutions Contract for Structural Engineering Services at Walnut and Morton Parking Garages
3. Approve Evens Time, Inc., Contract to Install and Monitor Video Intercom System at Walnut and Morton Parking Garages
4. Approve Renewal #1 with SSW Enterprises LLC for Annual Custodial Maintenance and Janitorial Services

VII. STAFF REPORTS & OTHER BUSINESS

VIII. APPROVAL OF CLAIMS

IX. ADJOURNMENT

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

The Board of Public Works meeting was held on Tuesday, January 7, 2020, at 5:30 pm in the Council Chambers at City Hall, 401 N. Morton St., Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Dana Palazzo

ROLL CALL

City Staff: Michael Large – Public Works
Christina Smith – Public Works
Ryan Daily – Public Works
Jacquelyn Moore – City Legal
Roy Aten – Planning and Transportation
Paul Kehrberg – Planning and Transportation

Cox Deckard wishes everyone a Happy New Year!

**MESSAGES FROM
BOARD MEMBERS**

CONSENT AGENDA

- 1. Approval of Minutes – December 10, 2019**
- 2. Noise Permit Request for Annual Rally for Life
(Sunday, 1/19)**
- 3. Approve Outdoor Lighting Service Agreement with Duke
Energy**
- 4. Approval of Payroll**

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

NEW BUSINESS

Roy Aten, Planning and Transportation, presented Approve Supplement #1 for the Construction Inspection Contract with HWC Engineering, Inc. for the 2nd Bloomfield Multimodal Safety Improvements Project. See meeting packet for details.

Board Comments: Cox Deckard asked if this project received approval from the Bloomington Redevelopment Commission; Aten confirmed.

Palazzo made a motion to Approve Supplement #1 for the Construction Inspection Contract with HWC Engineering, Inc. for the 2nd Bloomfield Multimodal Safety Improvements Project. Cox Deckard seconded. Motion is passed.

Aten presented Approve Change Order #1 with E&B Paving Inc. for the Moores Pike Sidewalk Project. See meeting packet for details.

Palazzo made a motion to Approve Change Order #1 with E&B Paving Inc. for the Moores Pike Sidewalk Project. Cox Deckard seconded. Motion is passed.

Paul Kehrberg, Planning and Transportation, presented Approve Request from Weddle Brothers Building Group to Install a Temporary Construction Fence within the Public Right-of-Way. See meeting packet for details.

Board Comments: Palazzo wanted clarification that Weddle Brothers has coordinated with Bloomington Transit on their bus stop; Kehrberg was unsure. Palazzo wanted to make sure Weddle Brothers would coordinate properly. Cox Deckard needed confirmation that a sidewalk will be added on this project; Kehrberg confirmed.

Palazzo made a motion to Approve Request from Weddle Brothers Building Group to Install a Temporary Construction Fence within the Public Right-of-Way. Cox Deckard Seconded. Motion is passed.

Kehrberg presented Approve Request from City of Bloomington Utilities to Close a Portion of S. High Street and Sidewalk for a Stormwater Project. See meeting packet for details.

Approve Supplement #1 for the Construction Inspection Contract with HWC Engineering, Inc. for the 2nd Bloomfield Multimodal Safety Improvements Project

Approve Change Order #1 with E&B Paving Inc. for the Moores Pike Sidewalk Project

Approve Request from Weddle Brothers Building Group to Install a Temporary Construction Fence within the Public Right-of-Way

Approve Request from City of Bloomington Utilities to Close a Portion of S. High Street and Sidewalk for a Stormwater Project (1/13-1/31)

Board Comments: Cox Deckard needed confirmation that there will be advanced signage to let the public know of the road closure.

Palazzo made a motion to Approve Request from City of Bloomington Utilities to Close a Portion of S. High Street and Sidewalk for a Storm Water Project. Cox Deckard seconded. Motion is passed.

Ryan Daily, Public Works, presented Approve Change Order #8 with Ann-Kriss LLC for the Walnut Street Garage Stairwell Project. See meeting packet for details.

**Approve Change Order #8
with Ann-Kriss LLC for
the Walnut Street Garage
Stairwell Project**

Board Comments: Palazzo asked since the stairwell is being relocated to the north entrance of the building if the glass will be removed from the south side; Daily confirmed. Palazzo asked if there will be any issues with rain events; Daily said because they are enclosing the base from around the stairwell, water will not invade from rain events. Cox Deckard needed confirmation that the engineering plans are complete and we're just waiting on the construction of this project to be complete; Daily confirmed. Daily said this change order will not delay the completion date of this project.

Palazzo made a motion to Approve Change Order #8 with Ann-Kriss LLC for the Walnut Street Garage Stairwell Project. Cox Deckard seconded. Motion is passed.

**STAFF REPORTS &
OTHER BUSINESS**

Michael Large, Public Works, confirmed that advanced signage will be placed January 9th on the South High St. closure by the City of Bloomington Utilities Department. Large wanted to remind the public that the Sanitation Division will be picking up Christmas trees and wreathes until the 23rd of January. Christina Smith, Public Works, wanted to announce that "Stunt Man" from the Animal Shelter has been adopted. Stunt Man has been highlighted twice at the Board of Public Works meetings, and she believes that had helped get him adopted. Cox Deckard wanted to urge the public to follow Bloomington Animal Care and Control on Facebook.

Palazzo made a motion to approve claims in the amount of \$1,948,810.60. Cox Deckard seconded. Claims are approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 5:45 P.M.

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:

Staff Report

To: Board of Public Works

From: Dee Wills & Christopher J. Wheeler

Date: January 13, 2020

Re: Request to Abate property at 3225 S. Walnut Springs Dr., Bloomington, IN

Attachments:

1. Notice of Violation Issued on 10/14/2019, 11/15/2019, 11/20/2019, 12/3/2019, 12/11/2019, 12/30/2019, and 01/08/2020.
2. Photograph(s) of the property
3. GIS property information
4. Proposed BPW Order and Proposed BPW Notice of Order

Facts:

1. Bloomington Municipal Code 6.06.020 makes it unlawful for “any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On October 14, 2019, November 15, 2019, November 20, 2019, December 03, 2019, December 11, 2019, December 30, 2019, and January 08, 2020 Neighborhood Compliance Officer Dee Wills inspected the property located at 3225 S. Walnut Springs Dr., Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for trash in violation of BMC 6.06.020 (Hereinafter the “NOV”).
3. All NOV were issued to Jeffrey S. Jones (Hereinafter the “Owner”) because he is the Owner of the Property which is in violation of BMC 6.06.020 in that it contains trash, debris, and rubbish.
4. The violations have not been corrected and the NOV were not appealed.
5. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).
6. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Trash, debris, and rubbish still remain on the property.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible as the property contains trash, debris and rubbish violating the City of Bloomington Municipal Code 6.06.020. The abatement order should be continuous in nature.



City of Bloomington Housing and Neighborhood Development

On October 14, 2019, November 15, 2019, November 20, 2019, December 03, 2019, and December 11, 2019, December 30, 2019, and January 08, 2019 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 3225 S Walnut Springs Drive. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

BPW Meeting Date: January 21, 2020

Abatement Approved: Y/N

Property Owner: Jeffrey S. Jones

Address: 3929 Roll Ave, Bloomington, IN 47403

Is this a rental? Yes

Agent: Rita Foddrill

Address: 3006-A Ted Jones Drive, Bedford IN. 47421

Parcel Number: 53-08-16-301-032.000-009

Legal Description: 015-22040-49 WALNUT SPRINGS PH I LOT B



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: Jeffery Jones ("Property Owner")

The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **3225 S Walnut Springs Dr**, Bloomington 47401, under parcel number **53-08-16-301-032.000-009** and whose legal description is **015-22040-49 WALNUT SPRINGS PH I LOT B** (Hereinafter the "Property").

If the Board of Public Works grants HAND's request, then HAND or its third party contractor will enter into and onto the Property and abate the violation(s). The Property Owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the Property Owner fails to reimburse the city for any and all costs associated with an abatement of his property, said costs shall be filed with the county auditor and placed on the tax duplicate for the property at issue; said costs being collected as taxes are collected.

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday January 7th, 2020.**

The Property Owner is entitled to appear at the meeting and present arguments and evidence in defense of this request for abatement.

Fines are not appealed at this meeting

7019 0700 0002 2143 9076

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$ 4.00
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____
Postage	\$ _____
Total	\$ _____

Postmark
Here

Sent
Street
City
PS

Jeff Jones
3929 W ROLL AVE
BLOOMINGTON, IN 47403

Instructions

7019 0700 0002 2143 8774

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

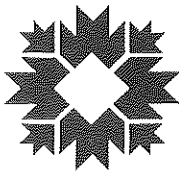
Certified Mail Fee	\$ 4.00
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____
Postage	\$ _____
Total	\$ _____

Postmark
Here

Sent
Street
City
PS

Rita Foddrill
3006-A TED JONES DR
BEDFORD, IN 47421

Instructions



Notice of Violation

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

Date 10/14/19 Time 10:53 Address/location 3225 S. WALNUT SPINDLES DR.
Issued by: 227 47401

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 44566

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

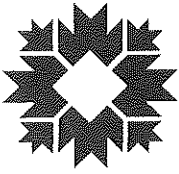
Comments: DUMPSTER AREA

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

Owner Name JEFF JONES
Address 3979 W. DOLL AVE
City Bloomington State IN
Zip Code 47403

Agent Name RITA FOODRILL
Address 3006A TED JONES DRIVE
City BEDFORD State IN
Zip Code 47421

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



Notice of Violation

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

Date 11-15-19 Time 2:22 Address/location 3925 S. WALNUT SPRINGS Dr

Issued by: 227 47401

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 44706

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

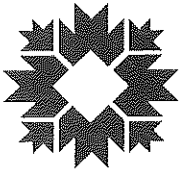
Comments: DUMPSTER AREA

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

Owner Name JEFFERY JONES
Address 3929 ROLL AVE
City BLOOMINGTON State IN
Zip Code 47403

Agent Name RITA FODDRILL
Address 3006-A TED JONES DRIVE
City BEDFORD State IN
Zip Code 47421

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



Notice of Violation

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

Date 11-20-19 Time 2:20 Address/location 3225 S WALNUT SPRINGS DR
Issued by: 227 47401

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 44720

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

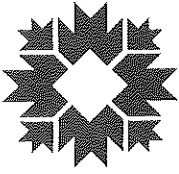
Comments: DUMPSTER AREA

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

Owner Name JEFFREY JONES
Address 3929 W. ROW AVE
City BLOOMINGTON State IN
Zip Code 47403

Agent Name RITA FODDRIE
Address 3006A TED JONES DRIVE
City BEDFORD State IN
Zip Code 47421

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



Notice of Violation

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

Date 12-3-19 Time 9:21 Address/location 3225 S. WALNUT SPRINGS
47401 DR

Issued by: 227

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 44769

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

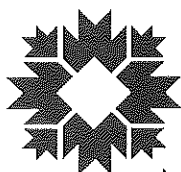
Comments: REMOVE ALL TRASH & FURNITURE
FROM DUMPSTER AREA

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

Owner Name JEFFERY JONES
Address 3929 ROLL AVE
City BLOOMINGTON State IN
Zip Code 47403

Agent Name RITA FODDRILL
Address 3006-A TED JONES DR
City BEDFORD State IN
Zip Code 47421

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



Notice of Violation

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

Date 12/11/19 Time 1:37 Address/location 3225 S. WALNUT SPRINGS
Issued by: 227 47401

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 44817

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

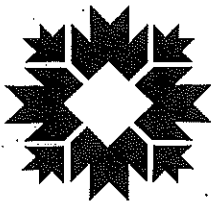
Comments: REMOVE BRUSH PILE AND TRASH
FROM AROUND DUMPSTER AND COUCH
ADJACENT TO UNIT 3201

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

Owner Name JEFFERY JONES
Address 3929 W. ROLL AVE
City BLOOMINGTON State IN
Zip Code 47403

Agent Name RITA FODDRILL
Address 3006-A TED JONES DRIVE
City BEDFORD State IN
Zip Code 47421

BPW: ✓ 1-7-2020 Mail Copies To: Resident: _____ Owner: ✓ Agent: ✓



Notice of Violation

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

Date 12/30/19 Time 2:33 Address/location 3225 S. WALNUT SPRINGS DR
Issued by: 227 47401

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

Fine Due: \$15.00

Warning (No fine due at this time)

Ticket# _____

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

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

Fine Due: \$50

\$100

\$150

Warning (No fine due at this time)

Ticket# _____

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

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

Fine Due: \$50

\$100

\$150

Warning (No fine due at this time)

Ticket# _____

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

Comments:

TRASH ALL AROUND DUMPSTER AREA

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

Owner Name

JEFFERY JONES

Address

3929 W. ROLL AVE

City

BLOOMINGTON State IN

Zip Code

47403

Agent Name

RITA FODRILL

Address

3006-A TED JONES DRIVE

City

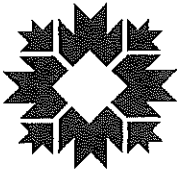
BEDFORD State IN

Zip Code

47421

BPW: _____

Mail Copies To: Resident: _____ Owner: Agent:



Notice of Violation

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

Date 1-8-20 Time 2:22 Address/location 3225 S. WALNUT SPRING DR

Issued by: 227 47401

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

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

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

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

Comments: _____

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

Owner Name _____
 Address _____
 City _____ State _____
 Zip Code _____

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

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(deposit of garbage)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued on 10/14/2019, 11/15/2019, 11/20/2019, 12/3/2019, 12/11/2019, 12/30/2019, and 01/08/2020, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, January 21, 2020.

The Board of Public Works now finds as follows:

1. Jeffrey S. Jones (Hereinafter the "Owner") owns the real estate located at 3225 S. Walnut Springs Dr., Bloomington, IN 47401, under parcel number 53-08-16-301-032.000-009 and whose legal description is 015-22040-49 WALNUT SPRINGS PH I LOT B (Hereinafter the "Property").
2. On 10/14/2019, 11/15/2019, 11/20/2019, 12/3/2019, 12/11/2019, 12/30/2019, and 01/08/2020, Dee Wills, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violations cited in the NOV were not remedied.
6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, recyclable materials and yard waste as those terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at

this Property concerning deposit of garbage without notice or a hearing in front of this Board while this Order remains in effect.

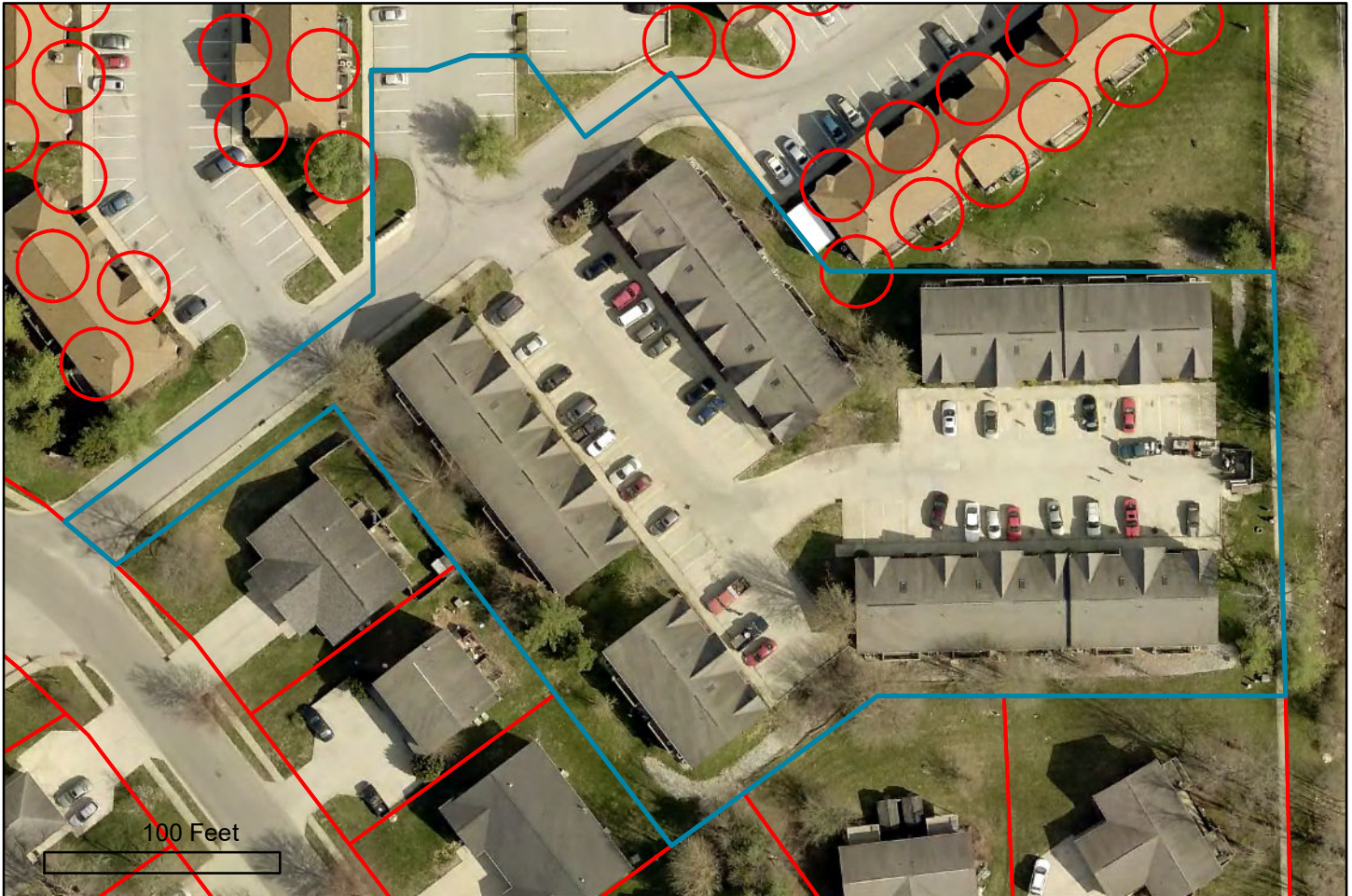
5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 21st DAY OF JANUARY, 2021.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 21st Day of JANUARY, 2020.

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

Monroe County, IN

3225 S Walnut Springs DR, Bloomington, IN 47401-7426
53-08-16-301-032.000-009



Parcel Information

Parcel Number: 53-08-16-301-032.000-009
Alt Parcel Number: 015-22040-49
Property Address: 3225 S Walnut Springs DR
Bloomington, IN 47401-7426
Neighborhood: 54 PERRY CITY - COM - A
Property Class: 20 to 39 Family Apartments
Owner Name: Jones, Jeffrey S
Owner Address: 3929 W Roll Ave
Bloomington, IN 47403
Legal Description: 015-22040-49 WALNUT SPRINGS PH I
LOT B

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
11	1.92	



NOTICE
Please do not
dump
CAUTION
DANGER PLACE
COMPLAINTS MUST BE PLACED
ON A SIGN IN THE DUMPSTER
www.rmpke.com

RUBBER PLACE
1-800-832-5025
www.rmpke.com

6



Staff Report

To: Board of Public Works

From: Jo Stong & Crhisopher J. Wheeler

Date: January 13, 2020

Re: Request to Abate property at 2607 N. Walnut St., Bloomington, IN

Attachments:

1. Notice of Violation Issued on 12/12/2019 and 1/8/2020.
2. Photograph of the property
3. GIS Property Report Card
4. Order for Abatement (proposed)

Facts:

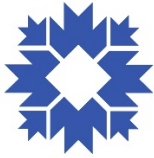
1. BMC § 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On 12/12/2019 and 1/8/2020, Neighborhood Compliance Officer Jo Stong inspected the property located at 2607 N. Walnut St., Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for deposit of garbage in violation of BMC § 6.06.020 (Hereinafter the “NOV”).
3. The NOV were issued to Prime Power Inc. (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC § 6.06.020 in that there is garbage on the property.
4. The violations have not been corrected and the NOV was/were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

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

Staff Recommendation:

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



CITY OF BLOOMINGTON

City of Bloomington Housing and Neighborhood Development

On 12/12/2019 and 1/8/2020 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 2607 N. Walnut Street. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation, **and to do so continuously as needed through December 12, 2020.**

<u>BPW Meeting Date:</u>	January 21, 2020	Abatement Approved: Y/N
<u>Property Owner:</u>	Prime Power Inc.	
<u>Address:</u>	4301 E. Janet Drive, Bloomington, IN 47401	
<u>Is this a rental?</u>	Yes	
<u>Agent:</u>	Ivy Hsia (Ivysellsrealty)	
<u>Address:</u>	885 S. College Mall Rd. #121, Bloomington, IN 47401	
<u>Parcel Number:</u>	53-05-28-202-001.000-005	
<u>Legal Description:</u>	013-26340-00 HOTEL CAPITAL PARTNERS LOT 1; 1.63A	



City of Bloomington

Housing and Neighborhood Development

NOTICE OF REQUEST FOR ABATEMENT

To: Prime Power Inc/Ivy Sells Realty ("Property Owner")

The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **2607 N Walnut St, Bloomington 47404**, under parcel number **53-05-28-202-001.000-005** and whose legal description is **013-26340-00 HOTEL CAPITAL PARTNERS LOT 1; 1.63A** (Hereinafter the "Property").

If the Board of Public Works grants HAND's request, then HAND or its third party contractor will enter into and onto the Property and abate the violation(s). The Property Owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the Property Owner fails to reimburse the city for any and all costs associated with an abatement of his property, said costs shall be filed with the county auditor and placed on the tax duplicate for the property at issue; said costs being collected as taxes are collected.

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday, January 21st 2020**.

The Property Owner is entitled to appear at the meeting and present arguments and evidence in defense of this request for abatement.

Fines are not appealed at this meeting

City of Bloomington’s Board of Public Works
Order Of Abatement for NOV
(deposit of garbage)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued on 12/12/2019 and 1/8/2020, (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, January 21, 2020.

The Board of Public Works now finds as follows:

1. Prime Power Inc. (Hereinafter the “Owner”) owns the real estate located at 2607 N. Walnut St., Bloomington, IN 47404, under parcel number 53-05-28-202-001.000-005 and whose legal description is 013-26340-00 HOTEL CAPITAL PARTNERS LOT 1; 1.63A (Hereinafter the “Property”).
2. On 12/12/2019 and 1/8/2020, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violations cited in the NOV were not remedied.
6. Notice of the City’s request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, recyclable materials and yard waste as those terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at

this Property concerning deposit of garbage without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 21st DAY OF JANUARY, 2021.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 21st Day of JANUARY, 2020.

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

7019 0700 0002 2143 9085

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee	
\$ _____	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____

Postmark
Here

Postage \$ 4.80

Total \$ _____

Sent _____

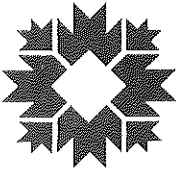
Street _____

City _____

Prime Power Inc
4301 E JANET DR
BLOOMINGTON, IN 47401

Instructions





Notice of Violation

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

Date 12.12.19 Time 3:03 P Address/location 2607 N. Walnut 47404

Issued by: 230

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

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

Fine Due: \$50 \$100 \$150 **Warning (No fine due at this time)** Ticket# 4822

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

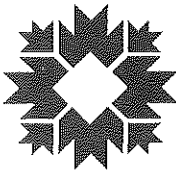
Comments: Remove all trash & debris from property.

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

Owner Name Prime Power Inc.
Address 4301 E. Janet Dr.
City Blgtn. **State** IN
Zip Code 47401

Agent Name Ivy Hsia (Ivy sells realty)
Address 6805 S. College Mall Rd #121
City Blgtn. **State** IN
Zip Code 47401

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



Notice of Violation

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

Date 1-8-2020 ^{Wed} Time 2:57 P Address/location 2607 N. Walnut 47404

Issued by: 230

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 44900

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

Comments: Remove all trash & debris from property.
Will go to Board of Public Works for permission to enter and abate property.

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

Owner Name PRIME POWER, INC.
Address 4301 E. JANET DRIVE
City BLOOMINGTON State IN
Zip Code 47401

Agent Name IVYSELLSREALTY
Address 885 S. CONNORS MAN RD
City Bloomington State IN
Zip Code 47401

BPW: ✓ 1-21-20

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



Board of Public Works Staff Report

Project/Event: Chocolate Prom

Petitioner/Representative: Harmony School

Staff Representative: Christina Smith

Meeting Date: January 21, 2020

Event Date: Friday, February 14, 2020

Harmony School wishes to host the Chocolate Prom Event inside the gymnasium on Friday, February 14, 2020 from 7:00 to 10:00 p.m. This event is part of the Month of Chocolate sponsored by Life Designs as well as fundraiser for the Harmony High School Spring Trip. The event will include live music and performances.

Staff supports the noise permit request.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Chocolate Prom		
Location of Event:	Harmony School		
Date of Event:	2/14/20	Time of Event:	Start: 7:00 PM
Calendar Day of Week:	Friday		End: 10:00 PM
Description of Event:	Part of week of Chocolate Organized by Life Design		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: Harmony School High School Spring Trip	

Applicant Information

Name:	Harmony School Steve Banchek		
Organization:	" "	Title:	Director
Physical Address:	909 E. 2nd St		
Email Address:	harmony.indiana.edu	Phone Number:	812-339-8349
Signature:		Date:	1/14/20

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



Board of Public Works Staff Report

Project/Event: Renew Agreement for Concrete Services
Petitioner/Representative: Street Division
Staff Representative: Joe VanDeventer
Meeting Date: January 21, 2020

On February 5, 2019, the Board approved an agreement between the City of Bloomington Public Works Department and Groomer Construction, Inc. for concrete construction, maintenance, and repair services. As stated under Article 25 of the agreement, it can be renewed for two additional one-year terms.

Groomer Construction, Inc. and the Public Works Department wish to renew this agreement as the terms and conditions will remain the same for 2020.

Groomer Construction, Inc.

Cost per foot for 6" beveled curb	\$ 56.50
Cost per foot for 5' 6" monolithic sidewalk	\$ 65.50
Cost per foot for standard 5' sidewalk	\$ 60.00
Cost per foot for ADA compliant curb ramps	\$ 75.50

Staff recommends to renewing this agreement with Groomer Construction, Inc. for the 2020 construction season.

Recommend **Approval by Joe VanDeventer**

**2020 AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
GROOMER CONSTRUCTION, INC.**

This Agreement, entered into on this 21st day of January, 2020, by and between the City of Bloomington Department of Public Works (the “Department”), and Groomer Construction, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall provide concrete construction, maintenance and repair services during the summer months of 2020. The Contractor shall furnish all necessary labor and material. These services will be performed at a set price of: Fifty-Six Dollars and Fifty Cents (\$56.50) per foot for 6” beveled curb; Sixty-Five Dollars and Fifty Cents (\$65.50) per foot for 5’ 6” monolithic sidewalk; Sixty Dollars (\$60.00) per foot for standard 5’ sidewalk; and Seventy-Five Dollars and Fifty Cents (\$75.50) per foot for ADA compliant curb ramps (ADA plates to be supplied by the City). Contractor shall inform the Department contact listed in Article 22 of this Agreement when invoiced contract service work has reached eighty percent (80%) of the not to exceed compensation amount provided in Article 4 of this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joe VanDeventer, Director of Street Operations, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00). Contractor shall submit invoice(s) to the Department upon completion of the Services described in Article 1. The invoice(s) shall be sent to: Joe VanDeventer, Director, Street Operations, 1981 S. Henderson St., Bloomington, Indiana 47401. Invoices may be sent via first class mail postage prepaid or via

email. Payment will be remitted to Contractor within forty-five (45) days of receipt of an invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department.

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

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

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

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer

taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

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

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

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

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

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

Article 16. Assignment Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated

in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

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

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

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

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

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

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

Contractor: Groomer Construction, Inc., 6535 W. Ison Road, Bloomington, Indiana 47403.

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

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

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

Article 25: Renewal This Agreement may be renewed for two additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

Groomer Construction, Inc.

Philippa M. Guthrie, Corporation Counsel

Richard Groomer, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

Groomer Construction, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____
day of _____, 2020.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public My Commission #: _____

County of Residence: _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/17/2020	Payroll				429,005.26
					<u>429,005.26</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 \$ 429,005.26

Dated this 21st day of January year of 2020.

Kyla Cox Deckard

Beth H. Hollingsworth

Dana Palazzo

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: Request an agreement for the encroachment of an existing building, deck, awning, ramp, stairs, sign, 5 bike racks and a proposed removable deck enclosure at 116 N Grant St.

Staff Representative: Sara Gomez

Petitioner/Representative: Owner, David A Rogers

Date: January 16, 2020

Report: This property is located at 116 N Grant St., between Kirkwood Avenue and 6th St. The property owner is requesting an agreement with the City for an encroachment into the public right of way for the construction of a removable deck enclosure. The encroachment also includes a portion of the existing building, a deck, an awning, a ramp, stairs, a sign, and 5 bike racks. The existing deck and ramp were previously approved by the Board of Public Works for encroachment at the September 29, 1998 Board meeting, but the encroachment agreement was not recorded. This encroachment agreement is intended to encompass those items and all other items that have been discovered to be encroaching.

Among the provisions included in this encroachment agreement are, this encroachment will carry over to any subsequent owner of the building in its current state, but if the building should be demolished the encroachment agreement would be removed, and that if the City determined that the street or sidewalk should be improved and the encroaching structures interfere with the work the encroachment would have to be removed at the owner's expense.

Recommendation: Staff recommends approval of the encroachment agreement.

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

**BOARD OF PUBLIC WORKS
RESOLUTION 2020-01**

**Encroachment with Existing Building, Deck, Awning, Ramp, Stairs, Sign, Bike Racks
and Proposed Removable Deck Enclosure**

WHEREAS, David A. Rogers (hereinafter “Owner”) owns the real property at 116 N Grant Street, which real estate is more particularly described in a deed recorded as Instrument Number 00717826 in the Office of the Recorder of Monroe County (hereinafter “Real Estate”); and

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

WHEREAS, a recent field inspection of the Real Estate identified that the existing building, deck, awning, ramp, stairs, sign and 5 bike racks encroach onto and over the public right of way adjacent N Grant Street owned by the City of Bloomington (“City”); and

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

WHEREAS, a new removable deck enclosure has been proposed to be built at this location as depicted in Exhibit A and Exhibit B, attached hereto and incorporated herein; and

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

1. Owner agrees for itself and its successor(s) in interest to release and forever discharge, hold harmless and indemnify the City of Bloomington, its departments, officers, agents, employees and assigns for any and all claims, actions, losses or injuries, including reasonable attorney’s fees, that may arise as a result of Owner’s use of the right of way. In

case any claim or action is brought against the City of Bloomington or any of its officers or agents, for the failure, omission or neglect of the Owner of its successor(s) to perform any of the covenants of this Resolution, or for injury or damage caused by alleged negligence of Owner or its agents, subcontractors, employees or successor(s), the Owner or its successor(s) shall indemnify and hold harmless the City and its officers, agents and assigns from any and all losses, damages, costs (including attorney's fees) or judgments arising out of such claim or action.

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

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

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

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

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

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

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

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

10. By executing this Resolution as the Owner, David A. Rogers, represents and certifies that he has been fully empowered to execute this Resolution and that all necessary corporate action for the execution of this Resolution has been taken and done.

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

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

PROPERTY OWNER

By: _____
Kyla Cox Deckard, President

By: _____
David A. Rogers, Owner

By: _____
Beth H. Hollingsworth, Vice President

Date: _____

By: _____
Dana Palazzo, Secretary

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

WITNESS, my hand and notarial seal this ____ day of _____, 2020.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

Commission #: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared David A. Rogers, Owner of property located at 116 N Grant Street, who acknowledged the execution of the foregoing Resolution as his voluntary act and deed.

WITNESS, my hand and notarial seal this ____ day of _____, 2020.

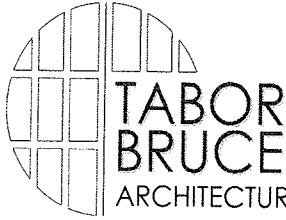
My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

Commission #: _____

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

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



ARCHITECTURE & DESIGN INC.

1101 S. WALNUT STREET - BLOOMINGTON, IN. 47401
TELEPHONE: (812) 332-6258 FACSIMILE: (812) 332-8658

January 10, 2020

Board of Public Works
401 N Morton Street
Bloomington Indiana 47403

Re: Encroachment item at 116 N Grant Street. Parcel 53-05-33-310-021.000-005

Board Members,

In response to your request I am providing the following information concerning the encroachment request as indicated on the attached drawings and as being located within the existing right-of-way.

1-The owner has an existing deck with a canopy and wood framing that is located within the existing Right-Of-Way. The owner wishes to attach removable-flexible vinyl see through weather panels to this deck. These panels will be used during inclement weather for this existing deck and it's dining space. They are removable at any time and only require minimal additional wood framing to install properly.

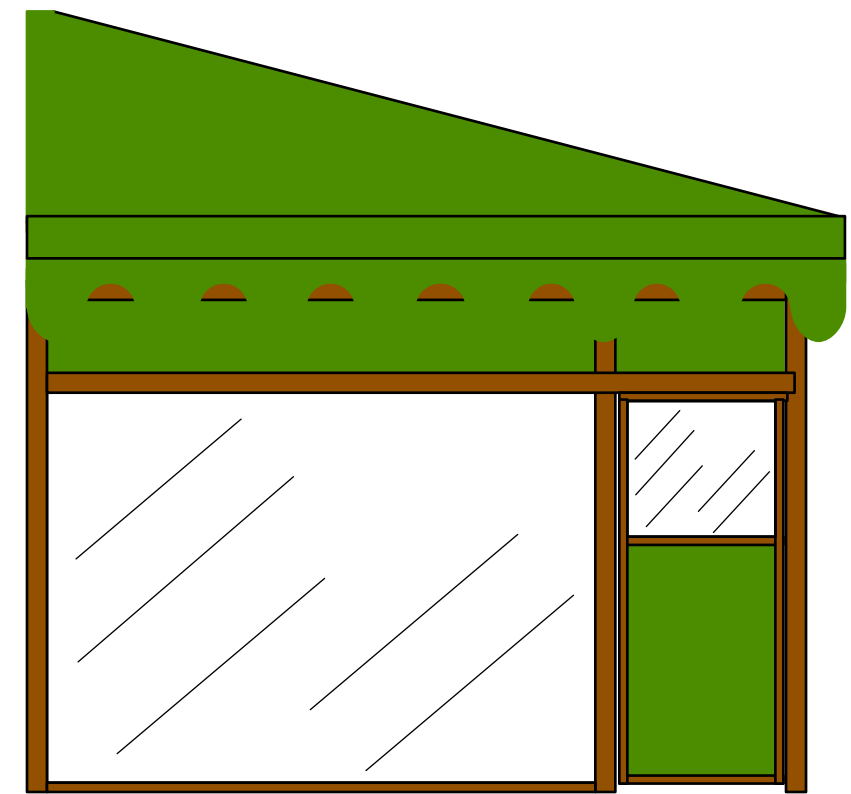
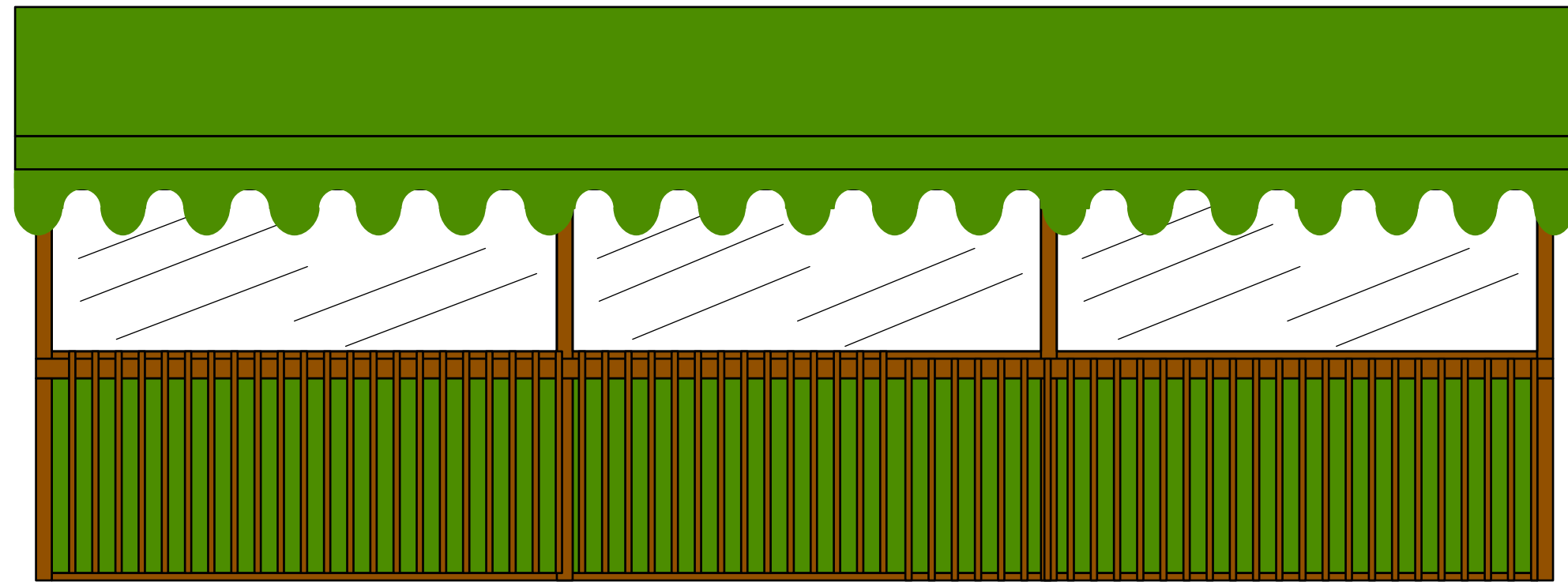
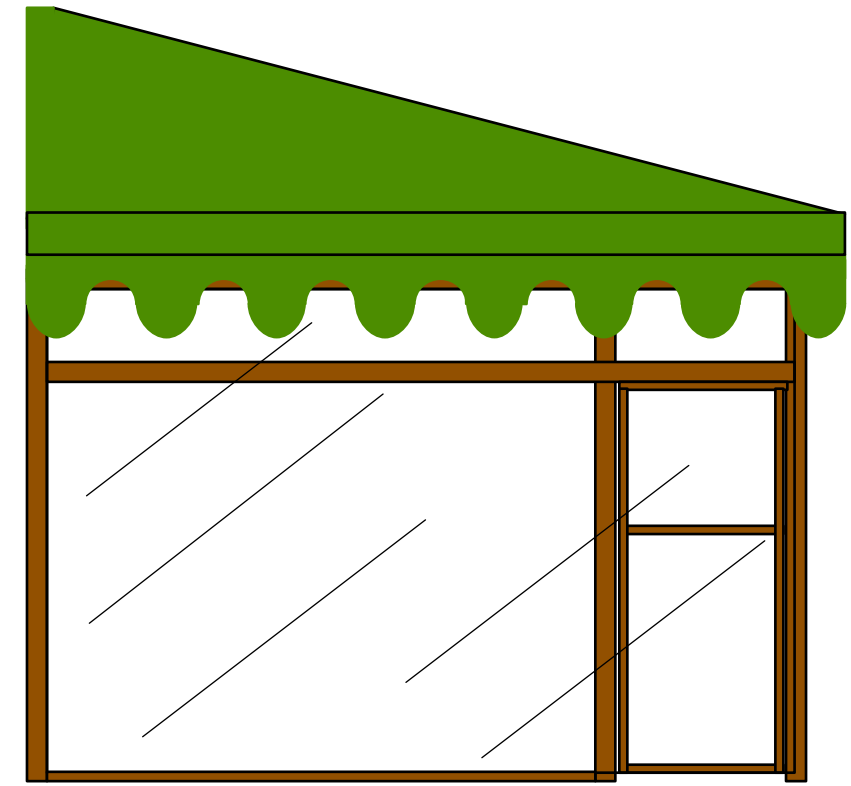
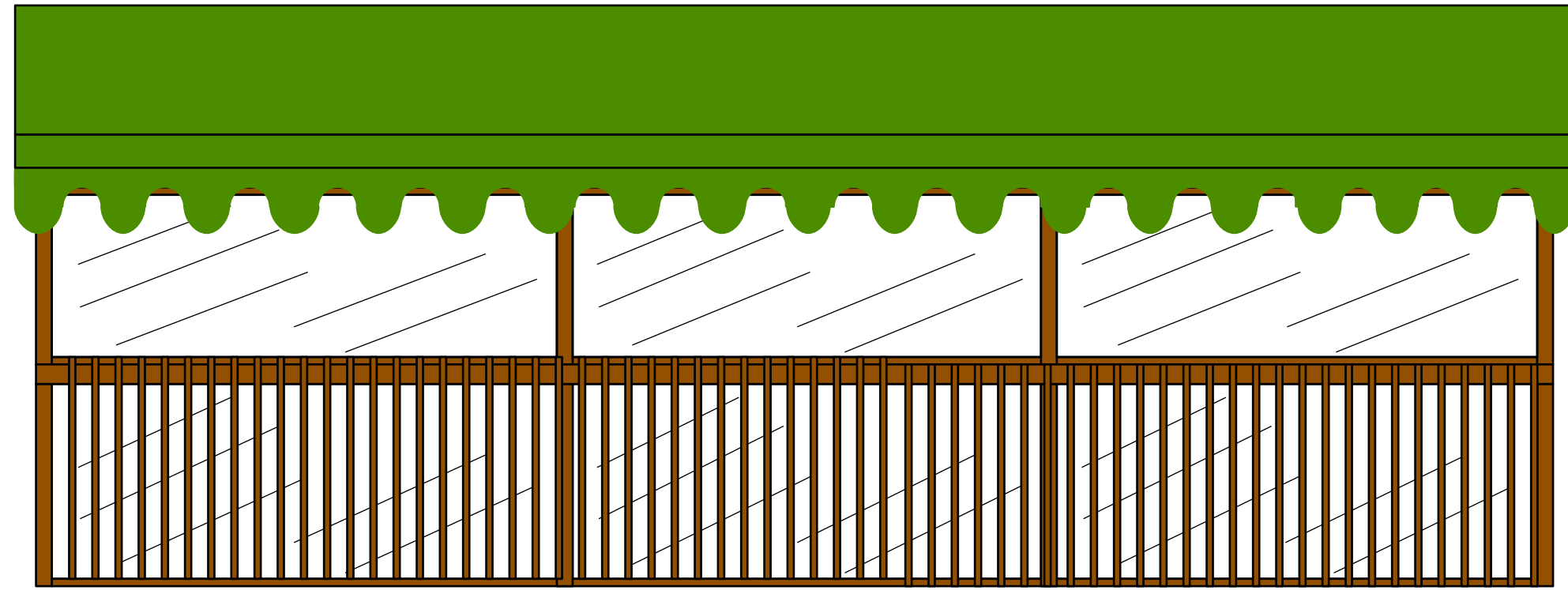
2-A new wood framed egress door will be added in this system as well that can be removed in the future.

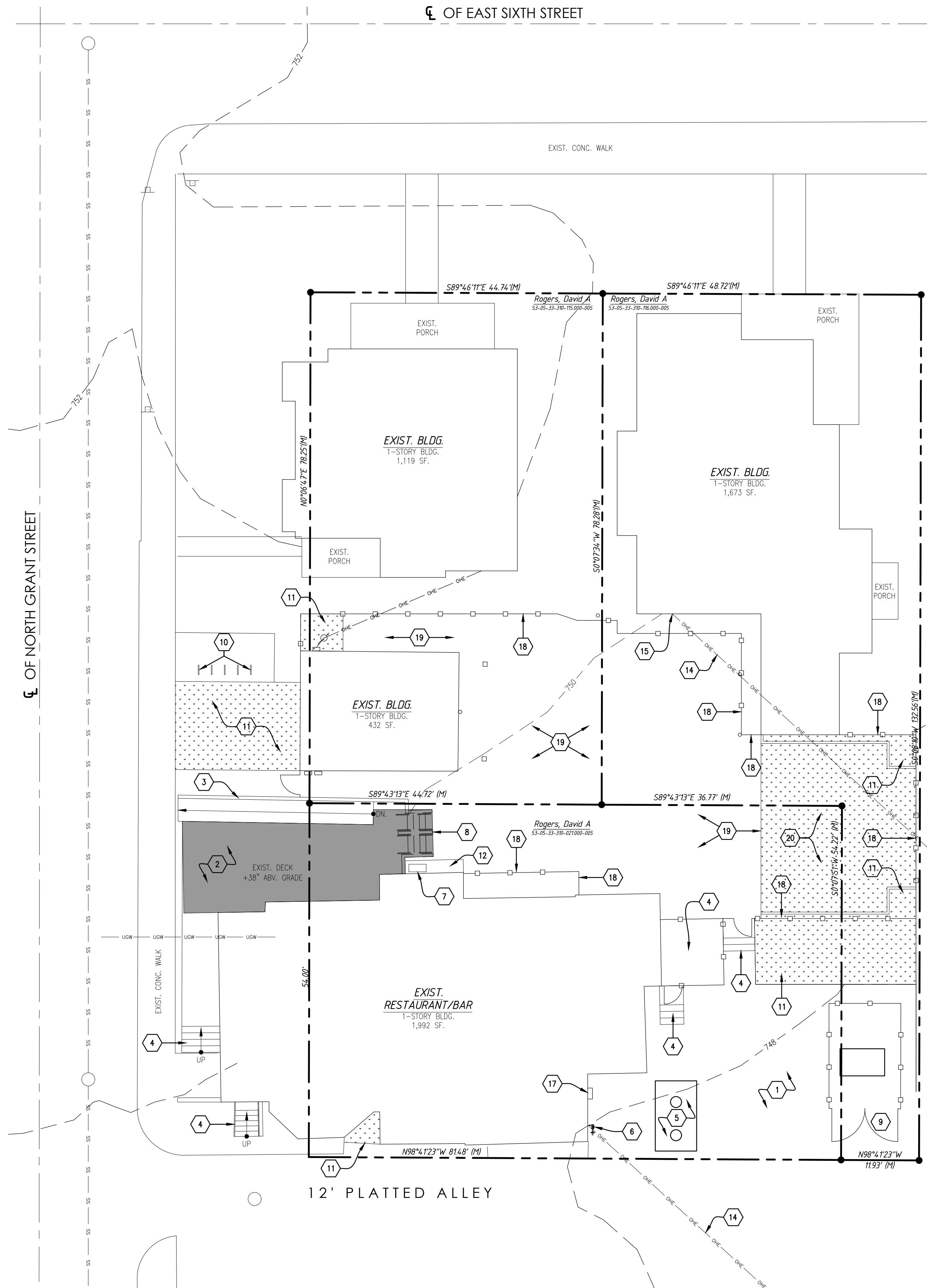
Please refer to drawing AE101 for the existing deck measurements and panel/door dimensions and AS101 for the overall site plan. Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug Bruce', written in a cursive style.

Doug Bruce, LEED AP, NCARB
President-Architect
Tabor/Bruce Architecture & Design, Inc.

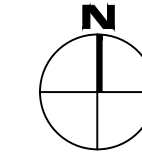




UTILITY NOTES

- MS. : IF SHOWN ON THE PLANS, MINIMUM SEWER ELEVATION. IT INDICATES THE LOWEST FLOOR ELEVATION THAT WILL ALLOW GRAVITY SEWER CONNECTION WITHOUT A SPECIAL BLACK WATER VALVE. ANY FLOOR ELEVATION THAT WILL BE SERVED BY GRAVITY SEWER MUST BE ABOVE THE RIM ELEVATION OF THE UPSTREAM SANITARY MANHOLE. IF NOT A BACKWATER VALVE MUST BE INSTALLED ACCORDING TO THE UNIFORM PLUMBING CODE.
- SEE DRAWINGS & SPECIFICATIONS FOR SIZES OF WATER SERVICE LINES AND SEWER LATERALS NOT SPECIFICALLY NOTED ON THE PLANS.
- ALL EXISTING SANITARY MAINS, WYES SHALL BE CUT AND SLEEVED IN PLACE BY CITY OF BLOOMINGTON UTILITIES PERSONNEL WITH THE CITY OF BLOOMINGTON UTILITIES FURNISHING ALL MATERIAL, EQUIPMENT, AND LABOR NECESSARY FOR INSTALLATION. DEVELOPER SHALL PROVIDE ALL NECESSARY EXCAVATION, SHORING, BACKFILL, AND SURFACE REPAIR. PLEASE CONTACT BYRON REINHOLD AT (812) 349-3627 FOR MORE INFORMATION.
- WHEN CONNECTING A NEW PIPE TO AN EXISTING MAN HOLE, THE MAN HOLE SHALL BE CORE-DRILLED. PIPE SHALL BE CONNECTED TO THE MAN HOLE BY EITHER A FLEXIBLE BOOT KOR-N-SEAL 1 OR 2 FLEXIBLE CONNECTOR OR APPROVED EQUAL. TABLE AND TROUGH SHALL BE MODIFIED AS NECESSARY TO DIRECT TO THE FLOW FROM THE NEW PIPE. INVERT OF CONNECTION SHALL BE NO MORE THAN ONE FOOT HIGHER THAN THE INVERT OUT FOR THIS STRUCTURE.
- IN ACCORDANCE WITH SECTION 4.5.2.1.5.1 OF THE CBU CONSTRUCTION SPECIFICATIONS ALL SEWER LATERALS SHALL HAVE ALL CLEAN-OUTS, THE SHALL BE IN GRASSY AREAS OR IN PAVEMENT & SHALL BE SUB-SURFACE AND PROTECTED BY A SUITABLE METAL CASTING SUCH AS EAST JORDAN CATALOGUE NO. R-1974-A. IN GRASSY AREAS, THE CASTING SHALL BE PROVIDED WITH A CIRCULAR CONCRETE COLLAR FLUSH WITH THE TOP OF THE CASTING AND THE GROUND SURFACE. THE COLLAR SHALL BE MINIMUM 6" THICK AND SHALL EXTEND AT LEAST 8" BEYOND THE OUTSIDE ON THE CASTING ON ALL SIDES. IN PAVEMENT, THE TOP OF THE CASTING SHALL BE FLUSH WITH THE SURROUNDING PAVEMENT. THE TOP OF THE CLEAN-OUT SHALL BE NO MORE THAN 3" BELOW THE TOP OF THE CASTING. A #10 INSULATED SOLID COPPER LOCATER WIRE SHALL BE WRAPPED AROUND ALL NON-METALLIC PIPES SO THAT ONE REVOLUTION IS MADE AT LEAST EVERY PIPE JOINT. SPLICES ARE TO BE MADE WITH AN APPROVED CONNECTOR, AND ARE TO BE SUITABLY PROTECTED AGAINST CORROSION. THE WIRE IS TO BE BROUGHT TO THE SURFACE WITH A CLEAN-OUT IN A CASTING. ALSO SEE THE CBU CONSTRUCTION SPECIFICATIONS FOR THE " STANDARD SANITARY LATERAL CLEAN-OUT DETAIL #19"
- WHEREVER C900 PIPE IS USED FOR SEWER, ALL WYES SHALL BE HARCO, SIZED FOR C900 ON THE RUN AND SDR-35 ON THE BRANCH. TRANSITION FROM C900 TO SDR-35 PIPE SHALL BE MADE BY USE OF A HARCO C-900 TO SDR-35 ADAPTER WYES.
- ALL D.I.P. USED FOR SANITARY SEWER SHALL HAVE CERAMIC EPOXY LINING, MINIMUM THICKNESS 40 MILS, AND SHALL BE PROTECTED 401, AS MANUFACTURED BY INDURON PROTECTIVE COATINGS. WYES FOR D.I.P. SHALL BE HARCO D.I.P. TO SDR-35 ADAPTER WYES.
- A PERMANENT INDICATING VALVE IS TO BE INSTALLED 12" ABOVE THE FLOOR ON THE FIRE LINE AT THE TERMINATING POINT. THIS VALVE WILL BE USED TO HYDROSTATIC PRESSURE TEST AGAINST, AND WILL REMAIN AS PART OF THE SYSTEM ONCE ALL IS COMPLETE. THE LINE WILL NOT BE DISMANTLED FOR CONNECTION TO THE FIRE SUPPRESSION SYSTEM.
- ALL PROJECTS WILL REQUIRE A PRE-CONSTRUCTION MEETING WITH THE CITY OF BLOOMINGTON UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR AND/OR DEVELOPER MUST CONTACT THE UTILITIES TECHNICIAN @ (812) 349-3633 TO SCHEDULE A MEETING.
- CONTRACTOR SHALL NOTIFY THE CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPT. ONE (1) WORKING DAY PRIOR TO CONSTRUCTION OF ANY WATER, STORM, OR SANITARY SEWER UTILITY WORK. A CBU INSPECTOR MUST HAVE NOTICE 50 WORK CAN BE INSPECTED, DOCUMENTED, & PROPER AS-BUILT MADE. WHEN A CONTRACTOR WILL PERFORM WORK ON A WEEKEND, A CBU DESIGNATED HOLIDAY, OR BEYOND NORMAL CBU WORK HOURS, THE CONTRACTOR SHALL PAY THE INSPECTORS OVERTIME. FOR CBU WORK HOURS & HOLIDAY INFORMATION, PLEASE CONTACT THE CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPT. @ (812) 349-3660.

EXISTING ARCHITECTURAL SITE PLAN
1" = 10'



THIS SITE PLAN HAS BEEN CREATED FROM THE MONROE COUNTY G.I.S. SYSTEM. DISCREPANCIES DO EXIST BETWEEN SOME EXISTING MEASUREMENTS AND G.I.S. SUPPLIED DATA. INFORMATION BASED UPON THE USE OF THESE DRAWINGS SHALL BE VERIFIED WITH A CIVIL ENGINEER OR STAMPED SURVEY. THE ARCHITECT MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED OF THE DATA CONTAINED ON THIS DRAWING.

SITE PLAN KEYNOTES:

- EXISTING ASPHALT PARKING
- AREA OF WORK FOR TEMPORARY ENCLOSURE. SEE AE101 FOR ADDITIONAL INFORMATION
- EXIST. WOOD EGRESS RAMP, GUARDRAILS & HANDRAILS TO REMAIN.
- EXIST. WOOD STAIRS & HANDRAILS TO REMAIN.
- EXIST. CONC. AREA W/ 2000 GALLON GREASE TRAP & CLEAN-OUT TO REMAIN.
- EXIST. GAS METER & ELECTRICAL METER BASE LOC TO REMAIN.
- EXISTING PTAC UNIT TO BE RELOCATED. SEE AE101 FOR ADDITIONAL INFORMATION
- EXIST. WOOD STAIR & RAILINGS TO BE REMOVED. PREPARE AREA FOR NEW STAIRS PER PROPOSED PLANS AS SHOWN ON AE101.
- EXIST. TRASH DUMPSTER LOCATION
- CITY APPROVED METAL BIKE RACKS INSTALLED PER MFG. INSTRUCTIONS
- EXISTING LANDSCAPING AREA TO REMAIN
- EXISTING LANDSCAPING AREA TO BE REMOVED. SEE AE101 FOR NEW PLAN
- EXIST. GRAVEL AREA TO REMAIN FOR NEW BICYCLE RACKS.
- EXIST. O.H. ELECTRICAL SERVICE LINE TO REMAIN.
- EXIST. ELECTRICAL METER BASE TO REMAIN.
- EXIST. CONCRETE BBQ AREA
- EXIST. KITCHEN EXHAUST LOC. TO REMAIN.
- EXISTING WOODEN FENCE TO REMAIN.
- EXISTING CONCRETE PATIO TO REMAIN.
- EXISTING GRASS PATIO

REVISIONS

NO.	DESCRIPTION

TABOR BRUCE ARCHITECTURE & DESIGN INC.
1101 S. WALNUT STREET - BLOOMINGTON, IN. 47401
TELEPHONE: (812) 332-6258 WEB: WWW.TABORBRUCE.COM

A PATIO ENCLOSURE FOR:
BIG WOODS
116 NORTH GRANT STREET
BLOOMINGTON, INDIANA 47408

MONROE COUNTY REGISTERED ARCHITECT
NO. AR19900009
STATE OF INDIANA
H. Darryl Bruce

SITE LAYOUT NOTES:

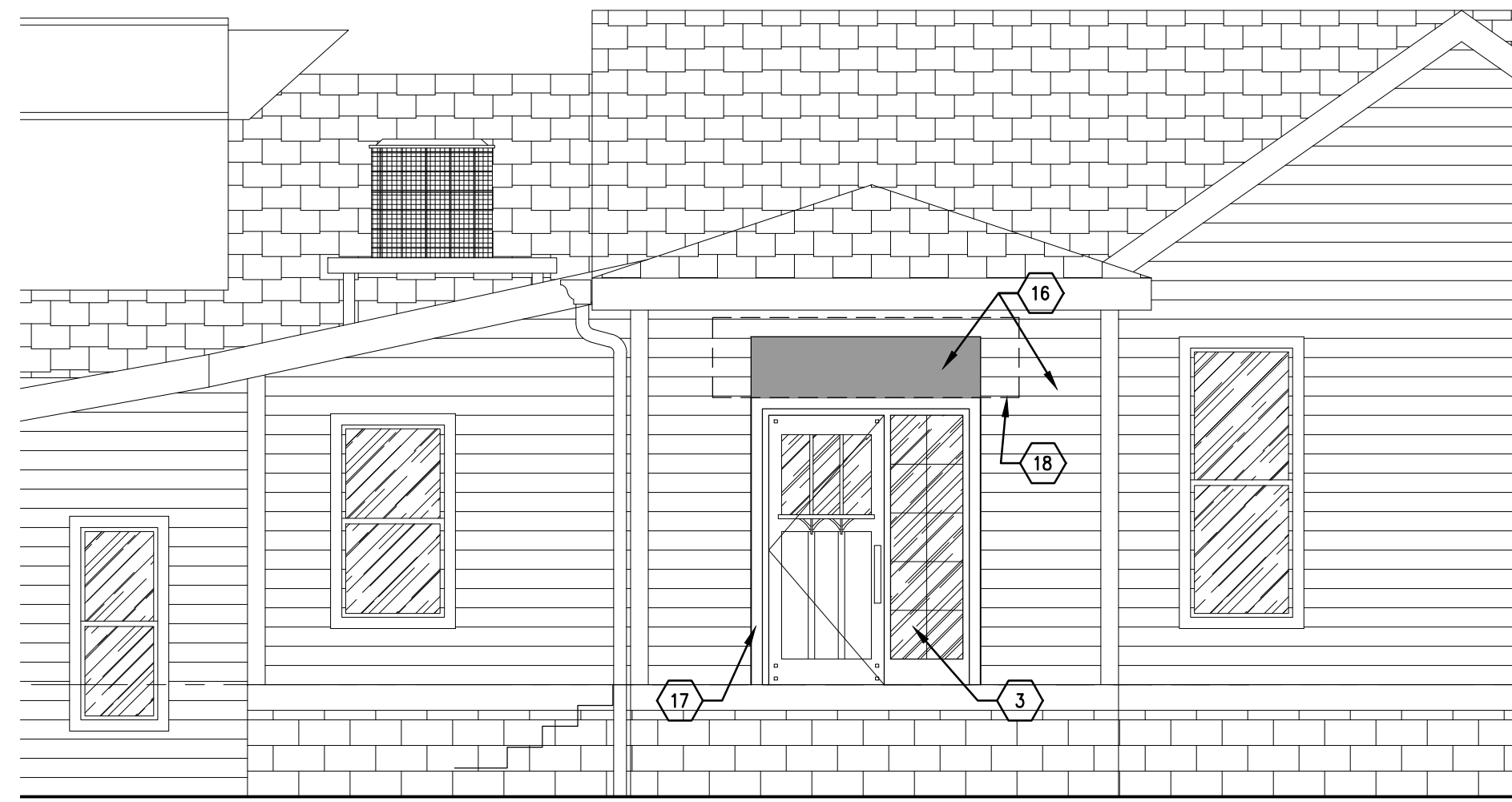
- ALL DIMENSIONS SHOWN ARE MIN.
- ALL BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF FRAMING (U.N.O.)
- DOWNSPOUTS NEED TO CONNECT TO AN UNDERGROUND STORM WATER SYSTEM OR DRAIN TO DAYLIGHT IF ALLOWED.

GENERAL SITE NOTES:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING & VERIFYING THAT ALL PERMITS & APPROVALS ARE OBTAINED FROM THE RESPECTIVE CITY, COUNTY, & STATE AGENCIES PRIOR TO STARTING CONSTRUCTION.
- CONTRACTOR SHALL VERIFY LOC. & INVERT ELEVATIONS OF EXIST. SEWERS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL INCLUDE IN THEIR BID PROPOSAL COSTS FOR CUTTING & PATCHING AS REQ'D. TO COMPLETELY INSTALL THE NEW WORK INDICATED.
- CONTRACTOR SHALL INCLUDE ALL TAP FEES & APPLICATION FEES IN THEIR BID PROPOSAL AS NECESSARY TO COMPLETELY INSTALL THE WORK INDICATED.
- CONTRACTOR WILL COORDINATE EXACT UTILITY LOCATIONS W/ THE OWNER & LOCAL UTILITY COMPANIES PRIOR TO COMMENCING ANY WORK.
- THE CONTRACTOR IS TO MAINTAIN A COMPLETE & OPERABLE UTILITY SYSTEM. UTILIZE PERMANENT &/OR TEMPORARY ROUTINGS TO ACCOMPLISH & MAINTAIN A FUNCTIONAL SYSTEM AT ALL TIMES.
- CONTRACTOR SHALL COORDINATE ALL DEMOLITION WORK W/ OWNER REPRESENTATIVES & ADJUST HIS SCHEDULE TO OWNER REQUIREMENTS.
- CONTRACTOR SHALL COORDINATE REMOVAL AND/OR RELOCATION OF IRRIGATION LINES & SPRINKLER HEADS W/ OWNER IF APPLICABLE.
- COORDINATE STORAGE & STAGING AREAS W/ OWNER.
- LOCAL REGULATIONS MUST BE REVIEWED TO INSURE THAT ALL PLAN REQUIREMENTS ARE MET.
- ALL APPLICABLE STATE (D.O.T.) & LOCAL (PUBLIC WORKS DEPT.) CONSTRUCTION STANDARDS & SPECIFICATIONS SHALL BE USED AS REQ'D. FOR SITE SPECIFIC ISSUES.
- ALL CURB RADII ARE 3" UNLESS OTHERWISE NOTED.

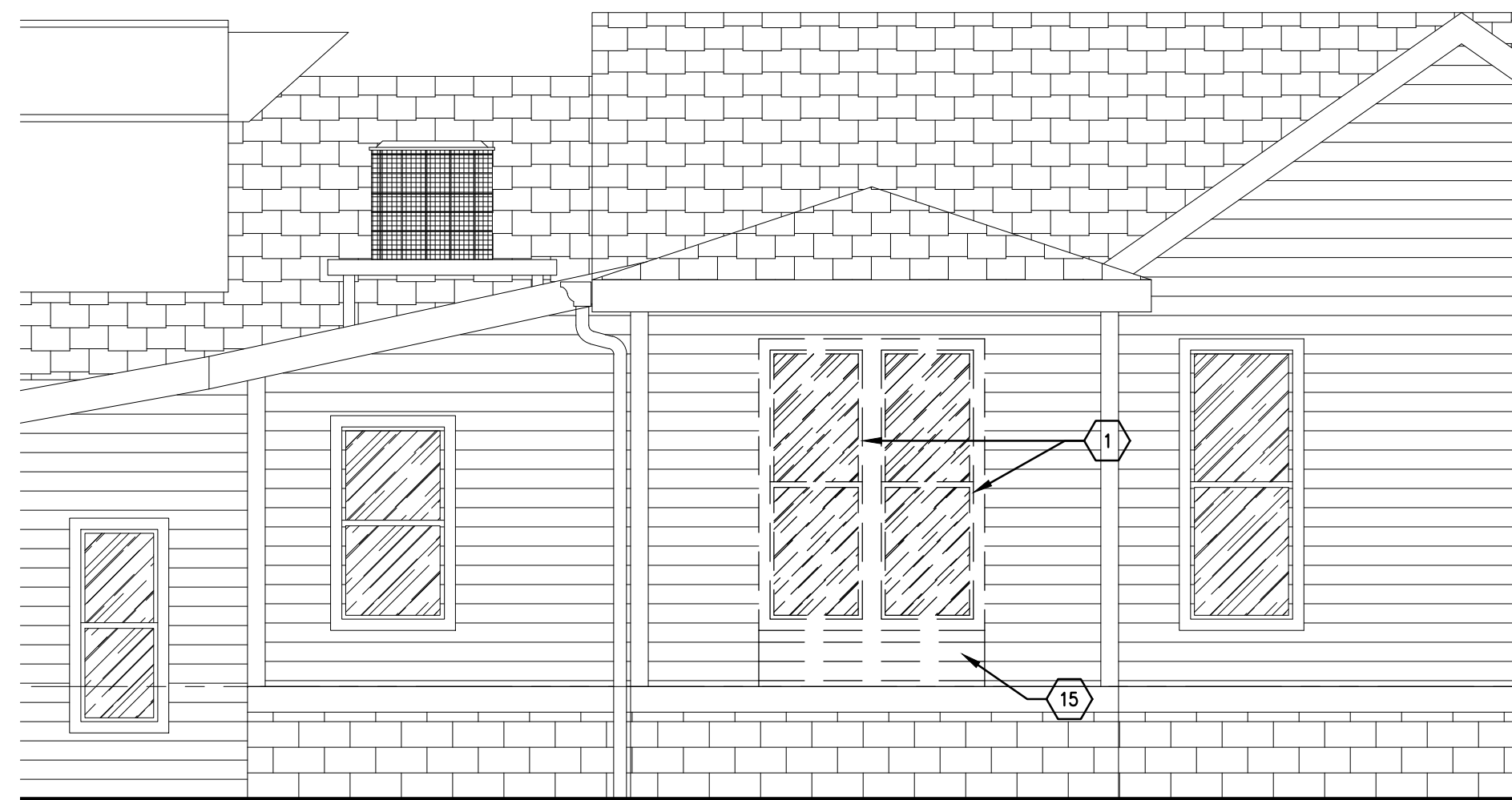
PROJECT NO. 2819
DATE SEP. 24, 2019
DRAWN BY A. LAMBERT
CHECKED BY D. BRUCE
SHEET NAME
EXISTING ARCHITECTURAL SITE PLAN
SHEET NO.

AS100
Exhibit 'A'

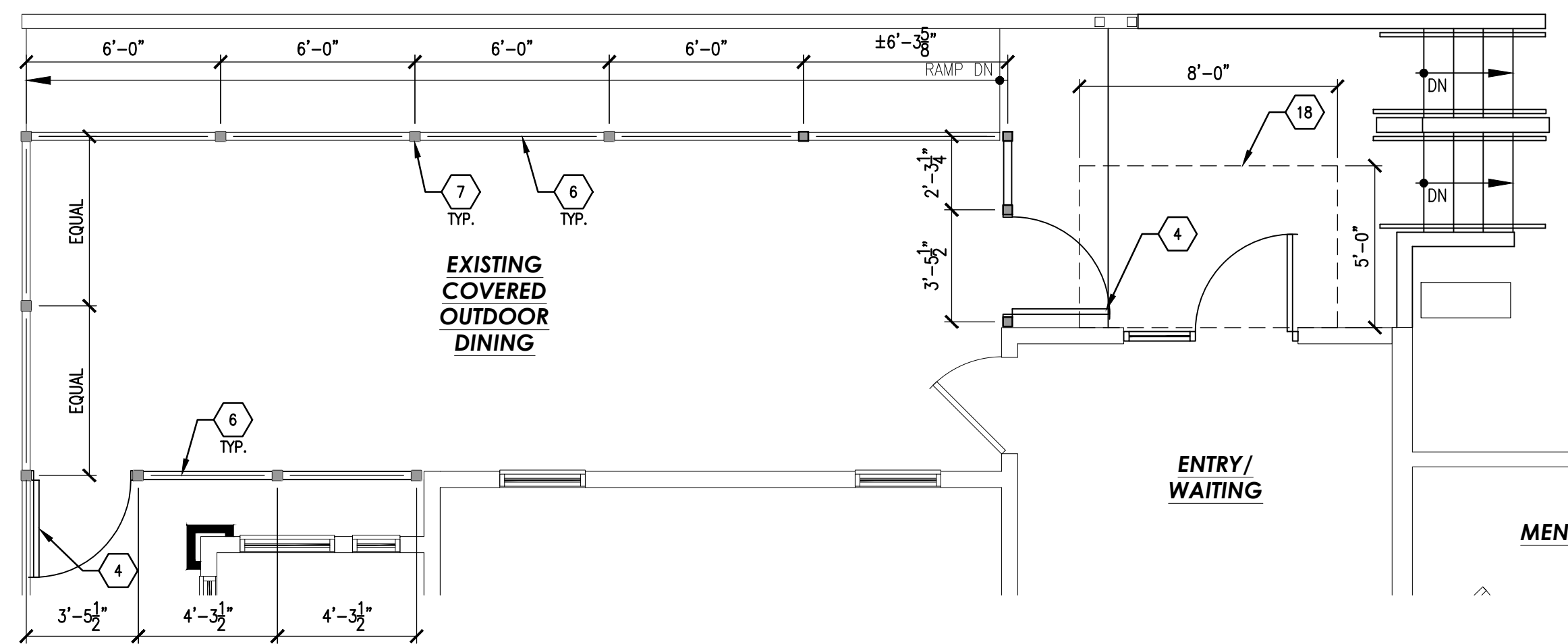


NOTE:
DECK AND STAIR OMITTED FOR CLARITY

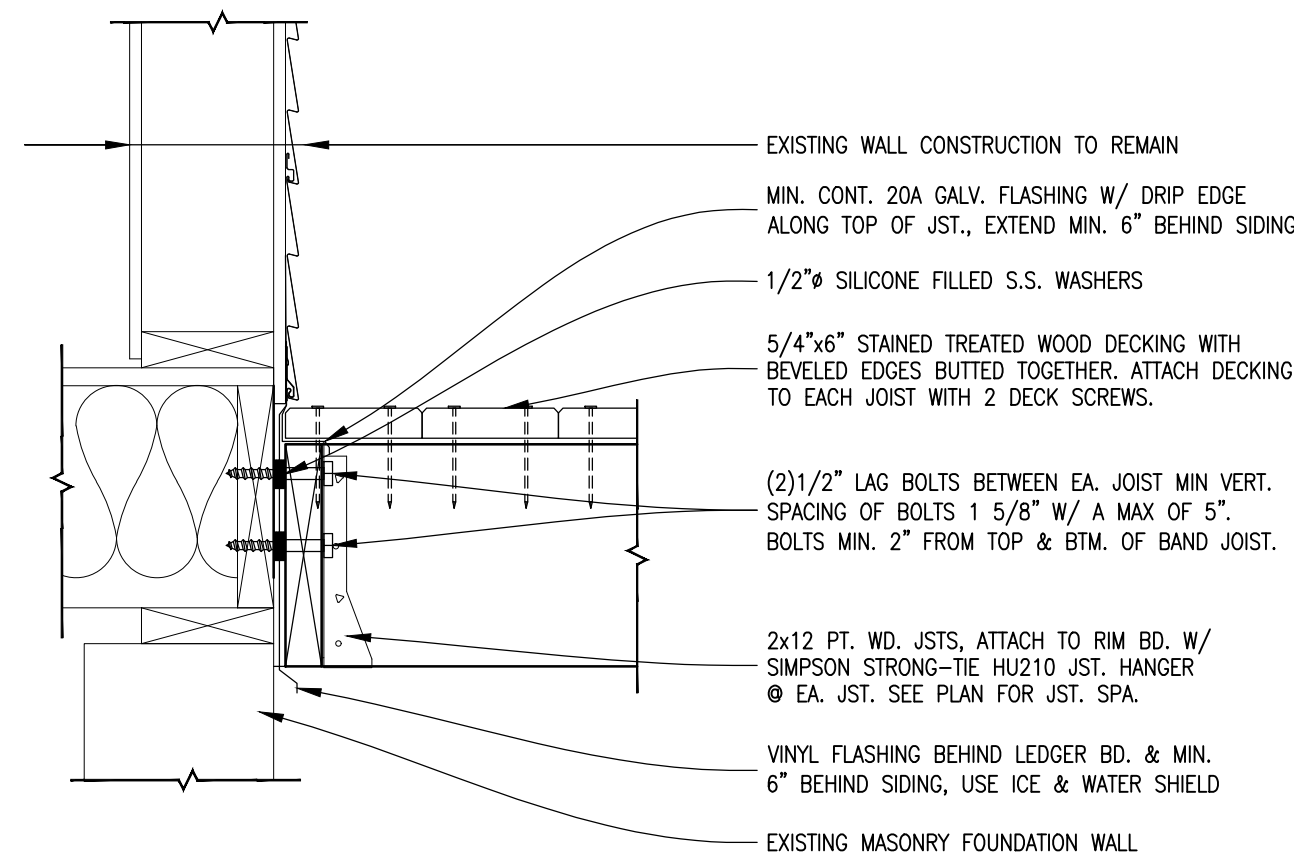
5 PROPOSED ELEVATION
1/4" = 1'-0"



4 DEMOLITION ELEVATION
1/4" = 1'-0"



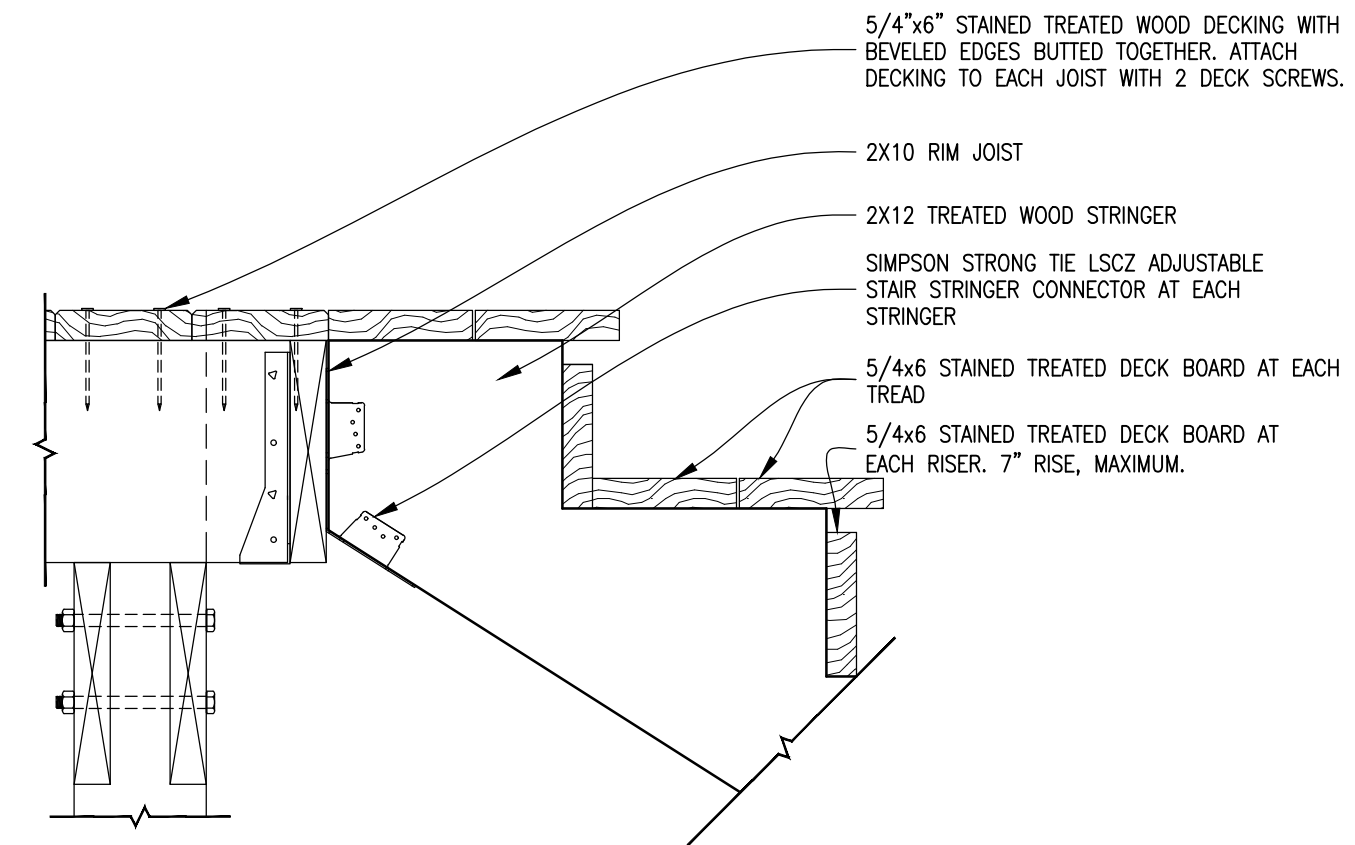
3 ENLARGED FLOOR PLAN
1/4" = 1'-0"



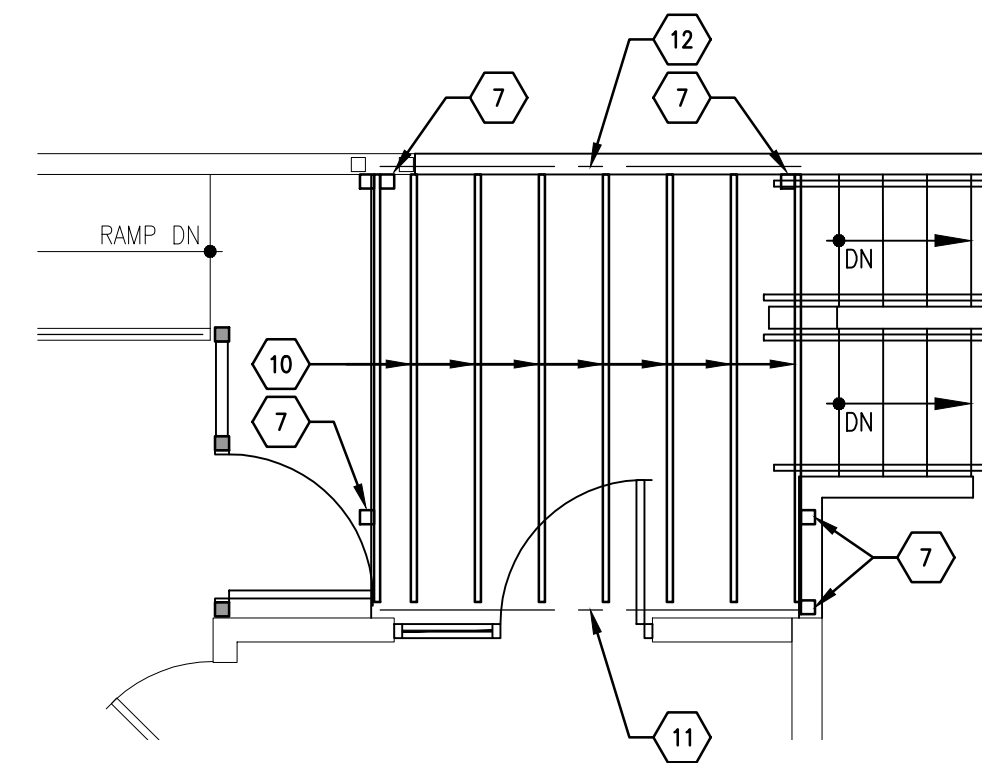
B LEDGER DETAIL
1/1/2" = 1'-0"

DECK FRAMING NOTES:

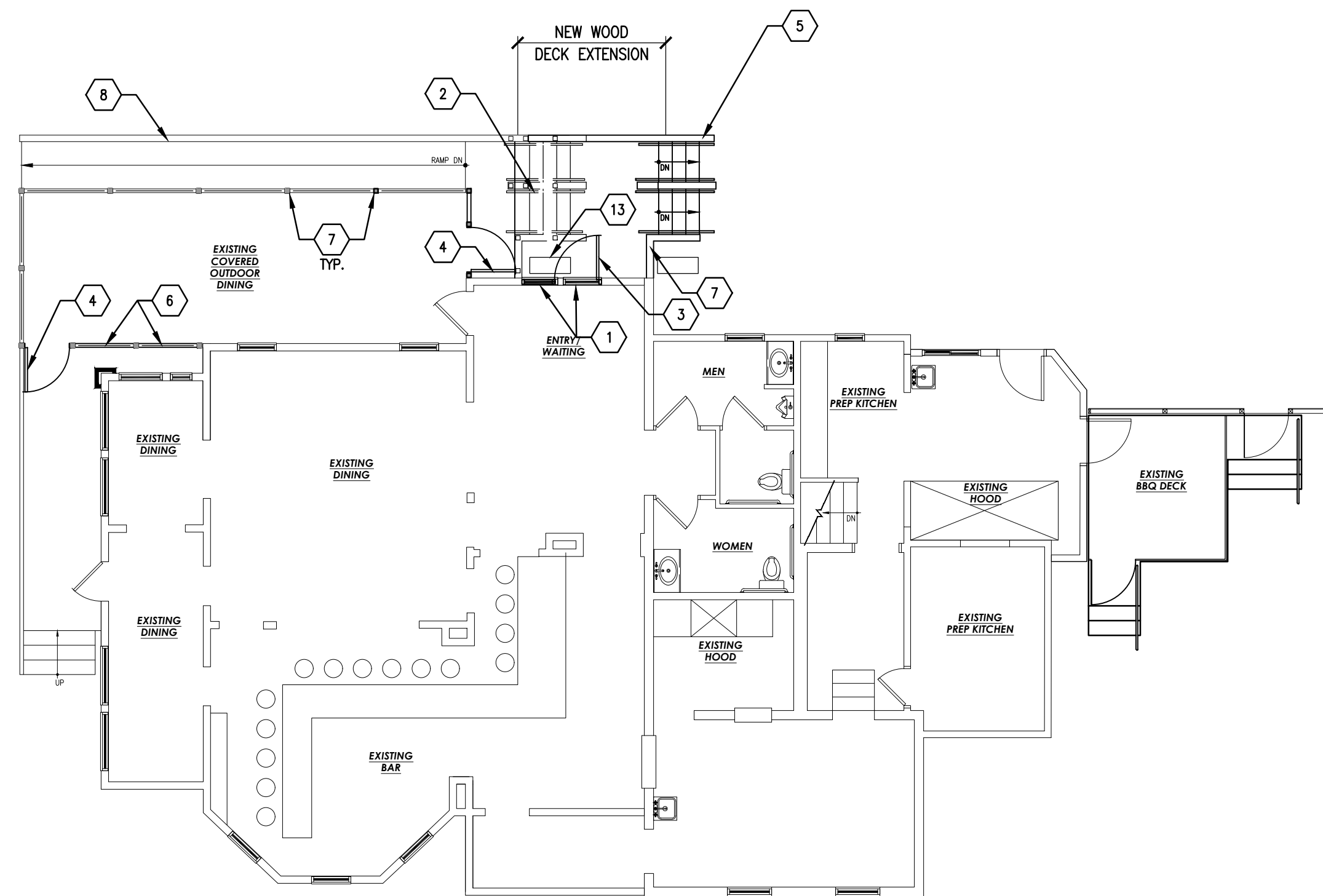
1. ALL LUMBER FOR DECKING & RAILS SHALL BE NO.2 SELECT, PRESSURE TREATED TYPE AND SHALL NOT BE WARPED, CLIPPED OR CONTAIN EXCESSIVE KNOTS. THE OWNER RESERVES THE RIGHT TO REJECT ANY LUMBER THAT DOES NOT MEET THESE STANDARDS.
2. ALL JOIST AND BEAM LUMBER SHALL BE MIN. NO.2 PRESSURE TREATED TYPE.
3. ALL HARDWARE INCLUDING NAILS, BOLTS, FRAMING ANCHORS & HANGERS SHALL BE GALVANIZED OR CADMIUM STEEL RATED FOR ACQ & CBA TREATED WOOD.
4. ALL CONC. USED FOR FOUNDATIONS SHALL BE MIN. 3,000 PSI.
5. JOIST HANGERS SHALL BE REQUIRED AT ALL LEDGER AND JOIST/BEAM CONNECTIONS AS NEEDED, AS MANUFACTURED BY SIMPSON.
6. PROVIDE CLIP ANGLE FASTENERS @ ALL RIM BOARD INTERNAL INTERSECTIONS.
7. PROVIDE FLASHING BEHIND LEDGER BOARD WITH DRIP EDGE.



A TYP. DECK STAIR LANDING
1 1/2" = 1'-0"



2 FRAMING PLAN
1/4" = 1'-0"



1 FIRST FLOOR PLAN
1/8" = 1'-0"

FLOOR PLAN KEYNOTES:

- 1 CAREFULLY REMOVE AND STORE WINDOWS FOR FUTURE REUSE
- 2 CAREFULLY REMOVE STAIRS AND RAILINGS FOR REINSTALLATION
- 3 INSTALL CUSTOM BUILT SOLID CORE PERIOD CORRECT WOOD DOOR AND SIDELIGHT IN EXISTING OPENING FOR NEW MAIN ENTRY
- 4 NEW FRAMED OPENING EGRESS DOOR, MINIMUM 6'-8" x 3'-0" PROVIDE PANIC HARDWARE ON INTERIOR AND NO HARDWARE ON EXTERIOR.
- 5 REINSTALL STAIRS AT END OF DECK EXTENSION
- 6 NEW SNAP IN VINYL ENCLOSURE ATTACHED BETWEEN NEW 4x4 POSTS. VINYL CURTAINS TO BE SECURED BETWEEN POSTS, TOP OF RAILING AND BOTTOM OF ROOFED ENCLOSURE
- 7 NEW 4x4 COLUMNS, TYP.
- 8 EXISTING WOOD RAMP AND RAILING TO REMAIN
- 9 (2) 2x12 TREATED WOOD DROPPED BEAM ATTACHED BETWEEN NEW AND EXISTING 4x4 POSTS
- 10 2x12 TREATED WOOD DECK JOISTS AT 16" o.c. PROVIDE SIMPSON HJ JOIST HANGERS AT EACH END OF DECK JOISTS.
- 11 2x12 TREATED LEDGER BOARD ATTACHED TO EXISTING FOUNDATION WALL. SEE LEDGER DETAIL B/AE101 FOR ADDITIONAL INFORMATION.
- 12 2x12 TREATED LEDGER BOARD ATTACHED TO NEW 4x4 COLUMNS.
- 13 EXISTING AC UNIT TO BE RELOCATED
- 14 NEW RAILING INFILL TO MATCH EXISTING AND TIE INTO RELOCATED STAIRS
- 15 REMOVE SIDING AND PORTION OF WALL BELOW WINDOWS FOR INSTALLATION OF NEW ENTRY DOOR AND SIDELIGHT.
- 16 PROVIDE NEW INFILL SIDING TO MATCH EXISTING. PAINT ENTIRE FACE WALL TO MATCH EXISTING.
- 17 NEW WOOD TRIM TO MATCH EXISTING.
- 18 PROVIDE AND INSTALL NEW ENTRY CANOPY OVER NEW FRONT DOOR TO MATCH EXISTING

REVISIONS

NO.	DESCRIPTION

TABOR BRUCE
ARCHITECTURE & DESIGN INC.
1101 S. WALNUT STREET - BLOOMINGTON, IN. 47401
TELEPHONE: (812) 332-6258 WEB: WWW.TABORBRUCE.COM

A PATIO ENCLOSURE FOR:
BIG WOODS
116 NORTH GRANT STREET
BLOOMINGTON, INDIANA 47408

INDIANAPOLIS REGISTERED ARCHITECT
NO. AR19900009
STATE OF INDIANA
H. Dary Bruce

PROJECT NO.	2819
DATE	SEP. 24, 2019
DRAWN BY	A. LAMBERT
CHECKED BY	D. BRUCE

MAIN LEVEL FLOOR PLAN

SHEET NO.

AE101

Exhibit B









Board of Public Works Staff Report

Project/Event: Morton Street Garage – Engineering Service Agreement
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 01.07.2020

As part of the 10 year garage capital improvement plan, we will be finishing repairs to the Morton Street Garage in 2020. Repairs for the facility include:

- Morton St. PG exterior repairs
- Morton St. PG miscellaneous repairs
 - o Expansion joint replacement on Level 2
 - o Slab-on-grade settlement concern (localized issue)
 - o Sealing of barrier cable tendons at columns

CE Solutions shall provide the following engineering services during this project:

- Structural Design and Construction Documentation
- Attend Pre-bid meeting and prepare construction agenda
- Attend weekly contractor walkthroughs of the site

This is the final phase of repairs to the Morton Street Garage. Another site survey will be completed in 2024 to assure the longevity of the facility.

Total cost = \$12,600

Funding Source will be: 452.26.260000.53650 (Other Repairs)

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

Board of Public Works
Staff Report

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
CE Solutions**

This Agreement, entered into on this 2^{1st} day of January, 2020, by and between the City of Bloomington Department of Public Works (the “Department”), and CE Solutions (“Contractor”).

Article 1. Scope of Services Contractor shall perform engineering and consulting services. These services will be performed at the Morton Street Garage (“Services”) for a set price of Twelve Thousand Six Hundred Dollars (\$12,600). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twelve Thousand Six Hundred Dollars (\$12,600). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Ryan Daily, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Public Works, Attn: Ryan Daily, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: CE Solutions, Inc. 10 Shoshone Drive, Carmel IN, 46032

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

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

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

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

CE Solutions. Inc.

Philippa M. Guthrie, Corporation Counsel

Steve Osborn/Carrie Walden

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

CE Solutions, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2020.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

December 16, 2019

Ryan Daily
City of Bloomington – Parking Garage Manager
300 N. Morton St.
Bloomington, Indiana, 47404

Re: Professional Services and Fee Proposal
Structural Engineering Services
Morton St. Parking Garage Repairs & Waterproofing – 2020
Bloomington, Indiana

CE Solutions Contract No: 09619.COBL

Dear Ryan:

CE Solutions, Inc. (CES) respectfully submits the following Professional Services and Fee Proposal for structural engineering services on the captioned project.

Our proposal is based on the following information:

- Discussions with Ryan Daily on December 10, 2019, September 16, 2019 and August 26, 2019 regarding the upcoming repair projects for the Morton Street and Walnut Street parking garages and parking office demo and rebuild in Morton Street parking garage.
- Morton Street Parking Garage Repairs – 2019 Construction Documents dated January 7, 2019.
- Morton Street Parking Garage Structural Condition Assessment Report prepared by CE Solutions, dated September 4, 2018.
- The City of Bloomington intends to perform repairs in the Morton St. and Walnut St. parking garages.
 - Construction of repair and waterproofing projects will take place in the summer of 2020.
 - There will be 2 separate projects. Design will run concurrent with meetings piggybacking each other for efficiency. Construction of the two repair projects will run concurrent. Projects include:
 - Morton St. Parking Garage Repairs & Waterproofing – 2020
 - Walnut St. Parking Garage Repairs & Waterproofing – 2020 – *see separate proposal*
 - Project scopes will include:
 - **Morton St. Parking Garage Repairs & Waterproofing – 2020**
 - Morton St. PG exterior repairs
 - Morton St. PG miscellaneous repairs
 - Expansion joint replacement on Level 2
 - Slab-on-grade settlement concern (localized issue)
 - Sealing of barrier cable tendons at columns

- Stair tread nosing repair (may be done by City of Bloomington)
- **Walnut St. Parking Garage Repairs & Waterproofing – 2020 – see separate proposal**
- Design documents will allow for parking garages to remain partially open during construction.

SCOPE OF BASIC SERVICES

Upon notice to proceed, CE Solutions will provide the following Basic Services:

STRUCTURAL DESIGN AND CONSTRUCTION DOCUMENT PREPARATION PHASE

Design services will result in a set of construction contract documents that will be used to implement the scope of work as described in the above section. CES will provide Construction Documents – drawings and technical specifications. City of Bloomington will provide all Front End and Division 1 Specifications and document printing/distribution.

Submittal sets will include: 50% Progress Documents and Construction (Bid) Documents

- Design progress updates will be provided via progress update emails on a bi-weekly basis. Updates will include: Status of work, status of schedule, and action items log
 - We anticipate one owner review meeting in Bloomington, Indiana.
- Design and prepare detailed drawings for the following scope items:

Morton St. Parking Garage Repairs & Waterproofing – 2020

1. Exterior repairs as detailed on sheets S201 – S203 of the *Morton Street Parking Garage Repairs – 2019* project. These sheets will be re-issued with the new 2020 project.
 2. Expansion joint replacement on Level 2
 3. Slab-on-grade settlement concern (localized issue)
 4. Sealing of barrier cable tendons at columns
 5. Stair tread nosing repair (may be done by City of Bloomington)
- Preparation of detailed structural drawings including plans, repair schedules, details and technical notes in AutoCAD or Revit. Electronic drawing files will be provided in .PDF format.
 - Edit detailed structural technical specification sections based on MASTER SPEC and CSI's MASTER FORMAT for structural repairs and waterproofing.
 - Prepare an opinion of probable construction cost at each design phase.

BIDDING PHASE

City of Bloomington will provide all bidding phase services including bid evaluation, except as noted.

- CES will attend a pre-bid meeting with meetings for Morton St PG and Walnut St PG scheduled back-to-back.
- Prepare addenda, as needed, for design intent clarification.

STRUCTURAL CONSTRUCTION ADMINISTRATION PHASE

Morton St. Parking Garage Repairs & Waterproofing – 2020

It is assumed all meetings and site visits for the *Morton St. Parking Garage Repairs & Waterproofing – 2020* project and *Walnut St. Parking Garage Repairs & Waterproofing – 2020* project will be at the same time (if the same contractor is awarded both projects) or back-to-back.

- Attend a pre-construction meeting.
- Attend 4 weekly contractor coordination meetings during construction. Meeting minutes will be prepared and distributed.
- Perform up to 4 construction observations/site visits of the structural work, in conjunction with contractor coordination meetings, to determine general conformance with the structural design concept and the Structural Contract Documents. CE Solutions' responsibility shall not include the inspection or monitoring of the premises, construction equipment, safety measures, means, methods, sequencing, or supervision of the Contractor's work.
- Perform an observation with the City of Bloomington to check conformance of the work with the requirements of the Contract Documents and verify accuracy and completeness of the punch list submitted by the Contractor of the work to be completed or corrected.
- Review of shop drawings and other Contractor submittals, as required by the Structural Contract Documents, for the project elements designed by CE Solutions. Such review will be to determine general conformance with the project's structural design concept and general compliance with the Structural Contract Documents.
- Provide technical construction assistance in the form of Contractor RFI (Request for Interpretation) response. If significant unforeseen conditions are encountered, their evaluation and resolution are beyond the scope of these CA services.
- Review pay applications submitted by the Contractor.
- Upon request of the City of Bloomington, and prior to the expiration of one year from the date of Substantial Completion, CES will conduct a meeting with the City of Bloomington to review the operations and performance of the completed work. CES will prepare meeting minutes/report. CES scope is limited to the site meeting, report, and minor follow-up, if required.

SCHEDULE

We propose the following schedule:

12/10/19	Proposal submitted to City of Bloomington
01/02/20	Notice to Proceed to CE Solutions from the City of Bloomington
02/14/20	Submit 50% Construction Documents to City of Bloomington for Review
02/18/20	Review meeting at City of Bloomington

03/11/20	Submit Bid Documents to City of Bloomington
03/15, 3/22/20	Bid Advertisements by the City of Bloomington
03/24/20	Pre-Bid Meetings
03/27/20	Last day for Contractor Questions
03/31/20	Last day for Addendum
04/07/20	Bids Due
TBD	Bid Award by City of Bloomington
05/11/20	Construction Starts
07/31/20	Construction Complete

FEE

CE Solutions intends to provide the above professional services on a firm fixed fee basis for 12,600.

Reimbursable expenses are identified on the attached CE Solutions Fee Schedule.

The above fees are based upon the aforementioned construction schedule. Should the project be delayed, our fees are subject to modification based upon actual market fluctuations.

ADDITIONAL SERVICES

The following additional services are not included in our fee, but will be provided upon request in accordance with the attached CE Solutions fee schedule and an agreed upon fee:

- Special project insurance requirements (and associated premiums) in excess of that currently maintained by CE Solutions.
- Preparation of Divisions 0 & 1 (Front End) of the Project Manual (Specifications).
- Attendance at and/or conducting public meetings and/or hearings.
- Engineering services related to significant changes initiated after the 50% Document Preparation Phase.
- Destructive investigation (excavation), instrumentation, monitoring or testing of the existing structure(s) to uncover suspected hidden structural deficiencies.
- Structural analysis of the existing structure(s) or the evaluation of its original structural design.
- Special seismic upgrades and/or detailing.
- Structural Design and Construction Document preparation for recommended repairs, augmentation or strengthening of any structural deficiencies discovered in the existing structure(s) beyond those described herein.
- Structural design and detailing of stair repairs and/or replacement, handrails, and their connections to the structure.

- Architecturally related site details (e.g. parking stops, bollards, signage, sidewalks, decorative/ornamental exterior walls, etc.).
- State Application for Construction Design Release filing fee and submission of necessary documents to the local and State building authorities.
- Parking garage functional design. Functional design considerations include: pedestrian / vehicular traffic integration and circulation, entry / exit coordination, pedestrian / vehicular way-finding signage / pavement markings, parking space layout and striping, parking bumpers / guard rails / barrier cable, pedestrian hand railing, etc.
- Project released in multiple packages or document issues for construction.
- Printing and distribution of Construction Documents (plans and specifications) for bidding purposes.
- Bidding Phase services beyond those described in the basic scope of services.
- Preparation of a Bid Tabulation and Bid Report (Bid Report shall consist of an evaluation of the bids and a recommendation of the apparent lowest responsive and responsible bidder for contract award).
- Engineering services related to the construction cost of the entire project, or that portion designed by CE Solutions, when the lowest bona fide bid or negotiated proposal exceeds the established budget for the project and when such overrun is beyond the control of CE Solutions (e.g. excessive program, unfavorable bidding climate, etc.).
- Structural services and consultation during the Construction Phase of the project beyond that described in the Scope of Basic Services and beyond clarification of the structural design concept for project elements designed by CES.
- Additional site observations during construction beyond that described in the Scope of Basic Services.
- Construction change orders necessitated by revisions in the Structural Contract Documents beyond CES control, or by redesign efforts made necessary because of unforeseen existing conditions.
- Preparation of Record (As-Built) drawings showing significant changes in the structural work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor.

EXCLUSIONS

The following services are not currently offered by CE Solutions and are excluded from the Scope of Basic and Additional Services:

- Engineering services related to construction means and methods (erection sequencing,

temporary bracing, job site safety, etc.).

- Determination of the fire rating required for the structural systems and components.
- Structural instrumentation or monitoring.
- Design and detailing of drainage systems.
- Traffic impact studies.
- ADA compliance services.
- Construction cost arbitration or mediation.

As a results-oriented professional organization, CE Solutions places a strong emphasis on excellence, quality, and attention to detail. Thank you for choosing CE Solutions for your structural engineering needs. We look forward to working with you on this exciting and important project. Should you have any questions concerning our proposal, please do not hesitate to contact the undersigned.

Very truly yours,



Carrie L. Walden, PE
Senior Project Manager

Attachments

2020 FEE SCHEDULE

PROFESSIONAL HOURLY RATES are based on the following classifications:

Principal I / II	\$227 / \$270 / hour ¹
Senior Project Manager I / II / III / IV / V	\$143 / \$175 / \$197 / \$219 / \$227
Senior Project Engineer	\$216
Project Manager	\$130
Project Engineer	\$118
Staff Engineer	\$114
BIM Specialist / Designer	\$116
CAD / BIM Technician / Drafter	\$96
CAD / Technical Project Assistant	\$67
Senior Administrative / Project Assistant	\$142
Administrative / Project Assistant	\$98
Clerical	\$83

Above rates include in-town travel, parking, and in-house reproduction expenses, overhead and profit. CE Solutions standard CAD drawing plot is black & white on translucent bond. Reimbursable expenses for special CAD drawing requests are noted below.

¹ Depositions, court testimony, arbitration or mediation hearings, meetings with legal counsel, and associated preparation: \$335/hour.

REIMBURSABLE EXPENSES:

Out-of-town transportation and subsistence	@ cost + 10%
Out-of-house reproduction, special CAD drawing requests	@ cost + 10%
Photograph processing and printing	@ cost + 10%
Shipping/courier	@ cost + 10%
Equipment and instrument rental	@ cost + 10%
Filing fees for permits, variances, plan reviews, etc.	@ cost + 10%
Sub-consultant services	@ cost + 10%
Electronic File Exchange for sub-contractors	PDF \$50 each CAD DWG \$250 each BIM RVT \$1,000 each



Board of Public Works Staff Report

Project/Event: Walnut Street Garage – Engineering Service Agreement
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 01.21.2020

Report:

As part of the 10 year garage capital improvement plan, we are repairing the Walnut Street Garage: These repairs include:

- Column Repairs
- Repairs on level 6 working down the facility
 - o Traffic Coating on level 2
- Repairs and waterproofing, as recommended in the 2017 CE Solutions Repair Report

CE Solutions shall provide the following engineering services during this project:

- Structural Design and Construction Documentation
- Attend Pre-bid meeting and prepare construction agenda
- Attend weekly contractor walkthroughs of the site

This is the second part of major repairs to the facility. The first part, Stairwell repair, began in 2019 and is currently in progress. Upon completion of all repairs, expected to be completed in 2021, another site survey will be completed in 2024 to assure the longevity of the facility.

Total cost = \$46,000

Funding Source will be: 452.26.260000.53650 (Other Repairs)

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

Board of Public Works
Staff Report

**SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
CE Solutions**

This Agreement, entered into on this 2^{1st} day of January, 2020, by and between the City of Bloomington Department of Public Works (the “Department”), and CE Solutions (“Contractor”).

Article 1. Scope of Services Contractor shall perform engineering and consulting services. These services will be performed at the Walnut Street Garage (“Services”) for a set price of Forty-Six Thousand Dollars (\$46,000). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Forty-Six Thousand Dollars (\$46,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Ryan Daily, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall

stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Public Works, Attn: Ryan Daily, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: CE Solutions, Inc. 10 Shoshone Drive, Carmel IN, 46032

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

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

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

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

CE Solutions. Inc.

Philippa M. Guthrie, Corporation Counsel

Steve Osborn/Carrie Walden

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

CE Solutions

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2020.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

December 16, 2019

Ryan Daily
City of Bloomington – Parking Garage Manager
300 N. Morton St.
Bloomington, Indiana, 47404

Re: Professional Services and Fee Proposal
Structural Engineering Services
Walnut St. Parking Garage Repairs & Waterproofing – 2020
Bloomington, Indiana

CE Solutions Contract No: 09619.COBL

Dear Ryan:

CE Solutions, Inc. (CES) respectfully submits the following Professional Services and Fee Proposal for structural engineering services on the captioned project.

Our proposal is based on the following information:

- Discussions with Ryan Daily on December 10, 2019, September 16, 2019 and August 26, 2019 regarding the upcoming repair projects for the Morton Street and Walnut Street parking garages and parking office demo and rebuild in Morton Street parking garage.
- Walnut Street Parking Garage Structural Condition Assessment Report prepared by CE Solutions, dated September 4, 2018.
- The City of Bloomington intends to perform repairs in the Walnut St. and Morton St. parking garages.
 - Construction of repair and waterproofing projects will take place in the summer of 2020.
 - There will be 2 separate projects. Design will run concurrent with meetings piggybacking each other for efficiency. Construction of the two repair projects will run concurrent. Projects include:
 - Walnut St. Parking Garage Repairs & Waterproofing – 2020
 - Morton St. Parking Garage Repairs & Waterproofing – 2020 – *see separate proposal*
 - Project scopes will include:
 - **Walnut St. Parking Garage Repairs & Waterproofing – 2020**
 - Column repairs
 - Repairs starting on level 6 and working down
 - Traffic coating on Level 2 may be prioritized over upper level repairs, if necessary
 - Project will include work on each level moving down until the project funding is spent.
 - Repairs and waterproofing shall be as recommended in CES report

dated 9/4/18.

- Sealing of the top level of Walnut St PG was performed in 2018 and will not be included in this project.
- Sealing of Level 2 (non-traffic coating area) and Level 3 will be with a 'permanent sealer' (TechCrete)
- Project will not include replacement of the southeast staircase; this work is being performed in a separate project.
- **Morton St. Parking Garage Repairs & Waterproofing – 2020 – see separate proposal**
- Design documents will allow for parking garages to remain partially open during construction.

SCOPE OF BASIC SERVICES

Upon notice to proceed, CE Solutions will provide the following Basic Services:

STRUCTURAL DESIGN AND CONSTRUCTION DOCUMENT PREPARATION PHASE

Design services will result in a set of construction contract documents that will be used to implement the scope of work as described in the above section. CES will provide Construction Documents – drawings and technical specifications. City of Bloomington will provide all Front End and Division 1 Specifications and document printing/distribution.

Submittal sets will include: 50% Progress Documents and Construction (Bid) Documents

- Design progress updates will be provided via progress update emails on a bi-weekly basis. Updates will include: Status of work, status of schedule, and action items log
 - We anticipate one owner review meeting in Bloomington, Indiana.
- Design and prepare detailed drawings for the following scope items:

Walnut St. Parking Garage Repairs & Waterproofing – 2020

Numbers correspond to work item ID's from OPCC in *Walnut Street Parking Garage Structural Condition Assessment Report*. Work items are limited to high priority repairs and waterproofing.

1. Structural cracks in concrete – all elements (epoxy injection)
2. Concrete spalls and delaminations – beams, columns, decks underside, walls and precast panels (overhead/vertical partial depth patch)
3. Evidence of water infiltration around PT End Caps – beams, columns, decks exterior (apply elastomeric coating)
4. Delamination of PT end caps – decks (re-pack PT end caps)
5. Spider cracking and hairline cracks – column, exterior (apply silicone sealer)
6. Deteriorated existing traffic coating system over retail area – deck (replace urethane traffic coating system)
8. Moderately corroded staircase, including handrails – northwest staircase (clean and paint)
10. Stair landing topping slab cracks – northwest staircase (rout cracks and seal with joint sealant)
11. Deficient grout bed under steel tube connection baseplate – northwest staircase

(replace grout bed)

12. Moisture infiltration prevention - decks, all elevated decks except level 6 and level 2
(apply silane sealer)

- Preparation of detailed structural drawings including plans, repair schedules, details and technical notes in AutoCAD or Revit. Electronic drawing files will be provided in .PDF format.
- Edit detailed structural technical specification sections based on MASTER SPEC and CSI's MASTER FORMAT for structural repairs and waterproofing.
- Prepare an opinion of probable construction cost at each design phase.

BIDDING PHASE

City of Bloomington will provide all bidding phase services including bid evaluation, except as noted.

- CES will attend a pre-bid meeting with meetings for Walnut St PG and Morton St PG scheduled back-to-back.
- Prepare addenda, as needed, for design intent clarification.

STRUCTURAL CONSTRUCTION ADMINISTRATION PHASE

Walnut St. Parking Garage Repairs & Waterproofing – 2020

It is assumed all meetings and site visits for the *Morton St. Parking Garage Repairs & Waterproofing – 2020* project and *Walnut St. Parking Garage Repairs & Waterproofing – 2020* project will be at the same time (if the same contractor is awarded both projects) or back-to-back.

- Attend a pre-construction meeting.
- Attend 9 (weekly for first month, then bi-weekly to project completion) contractor coordination meetings during construction. Meeting minutes will be prepared and distributed.
- Perform up to 9 construction observations/site visits of the structural work, in conjunction with contractor coordination meetings, to determine general conformance with the structural design concept and the Structural Contract Documents. CE Solutions' responsibility shall not include the inspection or monitoring of the premises, construction equipment, safety measures, means, methods, sequencing, or supervision of the Contractor's work.
- Perform an observation with the City of Bloomington to check conformance of the work with the requirements of the Contract Documents and verify accuracy and completeness of the punch list submitted by the Contractor of the work to be completed or corrected.
- Review of shop drawings and other Contractor submittals, as required by the Structural Contract Documents, for the project elements designed by CE Solutions. Such review will be to determine general conformance with the project's structural design concept and general compliance with the Structural Contract Documents.

- Provide technical construction assistance in the form of Contractor RFI (Request for Interpretation) response. If significant unforeseen conditions are encountered, their evaluation and resolution are beyond the scope of these CA services.
- Review pay applications submitted by the Contractor.
- Upon request of the City of Bloomington, and prior to the expiration of one year from the date of Substantial Completion, CES will conduct a meeting with the City of Bloomington to review the operations and performance of the completed work. CES will prepare meeting minutes/report. CES scope is limited to the site meeting, report, and minor follow-up, if required.

SCHEDULE

We propose the following schedule:

12/13/19	Proposal submitted to City of Bloomington
01/02/20	Notice to Proceed to CE Solutions from the City of Bloomington
02/14/20	Submit 50% Construction Documents to City of Bloomington for Review
02/18/20	Review meeting at City of Bloomington
03/11/20	Submit Bid Documents to City of Bloomington
03/15, 3/22/20	Bid Advertisements by the City of Bloomington
03/24/20	Pre-Bid Meetings
03/27/20	Last day for Contractor Questions
03/31/20	Last day for Addendum
04/07/20	Bids Due
TBD	Bid Award by City of Bloomington
05/11/20	Construction Starts
07/31/20	Construction Complete

FEE

CE Solutions intends to provide the above professional services on a firm fixed fee basis for 46,000.

Reimbursable expenses are identified on the attached CE Solutions Fee Schedule and are included in our fee.

The above fees are based upon the aforementioned construction schedule. Should the project be delayed, our fees are subject to modification based upon actual market fluctuations.

ADDITIONAL SERVICES

The following additional services are not included in our fee, but will be provided upon request in accordance with the attached CE Solutions fee schedule and an agreed upon fee:

- Special project insurance requirements (and associated premiums) in excess of that currently maintained by CE Solutions.

- Preparation of Divisions 0 & 1 (Front End) of the Project Manual (Specifications).
- Attendance at and/or conducting public meetings and/or hearings.
- Engineering services related to significant changes initiated after the 50% Document Preparation Phase.
- Destructive investigation (excavation), instrumentation, monitoring or testing of the existing structure(s) to uncover suspected hidden structural deficiencies.
- Structural analysis of the existing structure(s) or the evaluation of its original structural design.
- Special seismic upgrades and/or detailing.
- Structural Design and Construction Document preparation for recommended repairs, augmentation or strengthening of any structural deficiencies discovered in the existing structure(s) beyond those described herein.
- Structural design and detailing of stair repairs and/or replacement, handrails, and their connections to the structure.
- Architecturally related site details (e.g. parking stops, bollards, signage, sidewalks, decorative/ornamental exterior walls, etc.).
- State Application for Construction Design Release filing fee and submission of necessary documents to the local and State building authorities.
- Parking garage functional design. Functional design considerations include: pedestrian / vehicular traffic integration and circulation, entry / exit coordination, pedestrian / vehicular way-finding signage / pavement markings, parking space layout and striping, parking bumpers / guard rails / barrier cable, pedestrian hand railing, etc.
- Project released in multiple packages or document issues for construction.
- Printing and distribution of Construction Documents (plans and specifications) for bidding purposes.
- Bidding Phase services beyond those described in the basic scope of services.
- Preparation of a Bid Tabulation and Bid Report (Bid Report shall consist of an evaluation of the bids and a recommendation of the apparent lowest responsive and responsible bidder for contract award).
- Engineering services related to the construction cost of the entire project, or that portion designed by CE Solutions, when the lowest bona fide bid or negotiated proposal exceeds the established budget for the project and when such overrun is beyond the control of CE Solutions (e.g. excessive program, unfavorable bidding climate, etc.).

- Structural services and consultation during the Construction Phase of the project beyond that described in the Scope of Basic Services and beyond clarification of the structural design concept for project elements designed by CES.
- Additional site observations during construction beyond that described in the Scope of Basic Services.
- Construction change orders necessitated by revisions in the Structural Contract Documents beyond CES control, or by redesign efforts made necessary because of unforeseen existing conditions.
- Preparation of Record (As-Built) drawings showing significant changes in the structural work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor.

EXCLUSIONS

The following services are not currently offered by CE Solutions and are excluded from the Scope of Basic and Additional Services:

- Engineering services related to construction means and methods (erection sequencing, temporary bracing, job site safety, etc.).
- Determination of the fire rating required for the structural systems and components.
- Structural instrumentation or monitoring.
- Design and detailing of drainage systems.
- Traffic impact studies.
- ADA compliance services.
- Construction cost arbitration or mediation.

As a results-oriented professional organization, CE Solutions places a strong emphasis on excellence, quality, and attention to detail. Thank you for choosing CE Solutions for your structural engineering needs. We look forward to working with you on this exciting and important project. Should you have any questions concerning our proposal, please do not hesitate to contact the undersigned.

Very truly yours,



Carrie L. Walden, PE
Senior Project Manager

Attachments

2020 FEE SCHEDULE

PROFESSIONAL HOURLY RATES are based on the following classifications:

Principal I / II	\$227 / \$270 / hour ¹
Senior Project Manager I / II / III / IV / V	\$143 / \$175 / \$197 / \$219 / \$227
Senior Project Engineer	\$216
Project Manager	\$130
Project Engineer	\$118
Staff Engineer	\$114
BIM Specialist / Designer	\$116
CAD / BIM Technician / Drafter	\$96
CAD / Technical Project Assistant	\$67
Senior Administrative / Project Assistant	\$142
Administrative / Project Assistant	\$98
Clerical	\$83

Above rates include in-town travel, parking, and in-house reproduction expenses, overhead and profit. CE Solutions standard CAD drawing plot is black & white on translucent bond. Reimbursable expenses for special CAD drawing requests are noted below.

¹ Depositions, court testimony, arbitration or mediation hearings, meetings with legal counsel, and associated preparation: \$335/hour.

REIMBURSABLE EXPENSES:

Out-of-town transportation and subsistence	@ cost + 10%
Out-of-house reproduction, special CAD drawing requests	@ cost + 10%
Photograph processing and printing	@ cost + 10%
Shipping/courier	@ cost + 10%
Equipment and instrument rental	@ cost + 10%
Filing fees for permits, variances, plan reviews, etc.	@ cost + 10%
Sub-consultant services	@ cost + 10%
Electronic File Exchange for sub-contractors	PDF \$50 each CAD DWG \$250 each BIM RVT \$1,000 each



Board of Public Works Staff Report

Project/Event: 2020 City of Bloomington Parking Garages Video Intercom System

Petitioner/Representative: Public Works , Ryan Daily

Staff Representative: Ryan Daily

Date: 02.21.2020

Report:

The City of Bloomington Parking Garages is seeking to install an audio/video intercom system to the Morton and Walnut Street Garages. This contract will scale as additional locations are added to the City of Bloomington's Parking portfolio. This service is an integrated video/audio help desk center with 24/7 customer service.

This system will enable the City of Bloomington to provide several key benefits for the City:

1. Increase the staff time at the garages during business hours by reducing the overnight hours. Currently the garages are staffed 24/7 due to our operational hours. As a result, this places a strain on our current staffing model. Having overnight coverage through a call center will allow the City to arrange staffing to mirror actual garage use.
2. Increase the speed of customer interactions. Currently, our staff at the facility monitors calls from both of our garages. With call monitoring, answering all assistance calls will be removed from our CSSR's hands and answered directly by a dedicated customer service specialist.
3. Allow for multiple interactions of customer service at the same time. Currently, if multiple customers are having issues at the entry/exit gates, only one call at a time may be answered. A customer interaction may last up to two minutes. In the meantime, the second customer must wait until the first interaction is completed before they may be helped.
4. Reduce the number of staffing hours required with future expansion of the City's Parking Garage inventory. For example, when the Trades District Garage opens in

2021, (estimated January), additional staffing will be required to maintain the facility. With a third party answering service, the number of work hours required will be reduced by 2/3.

Install Cost =	\$ 60,509.70
Annual Service Cost =	<u>\$ 45,480.00</u>
Total cost =	\$105,989.70

Funding Source will be: 452.26.260000.53610 (Building Repairs)

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
Evens Time Inc.**

This Agreement, entered into on this 21st day of January, 2020, by and between the City of Bloomington Department of Public Works (the “Department”), and Evens Time Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform, repair and maintenance services of the following types: installation of Parker Technologies hardware, configuration of equipment, and provide monthly call service support. These services will be performed at the Morton Street and Walnut Street Garage facilities (“Services”) for Sixty Thousand Five Hundred Nine Dollars and Seventy Cents (\$60,509.70) for installation of equipment and Forty-Five Thousand Four Hundred Eighty Dollars (\$45,480.00) for Annual Intercom Service Fees for a total of One Hundred Five Thousand Nine Hundred and Eighty-Nine Dollars and Seventy Cents (\$105,989.70). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Installation Services required under this Agreement on or before Friday, February 28th, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garages Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Five Thousand Nine Hundred Eighty-Nine Dollars and Seventy Cents (\$105,989.70). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Ryan Daily, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are

insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

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

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

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and

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

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

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

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

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

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

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

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

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission.

The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

Department: City of Bloomington Public Works, Attn: Ryan Daily, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Evens Time Inc., 2475 Directors Row Suite C, Indianapolis, IN 46241

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

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

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

Article 25: Renewal This repair and maintenance services contained in this Agreement may be renewed for three (3) additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

Evens Time Inc.

Philippa M. Guthrie, Corporation Counsel

Sherry Evens/Ken Evens, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

Evens Time Inc.

By: _____

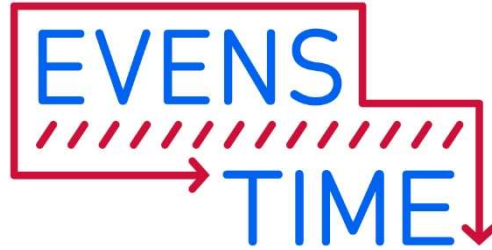
STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2020.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

Quotation – City of Bloomington – Parker Intercoms



WBE Certified

2475 Directors Row Suite C
 Indianapolis, IN 46241
 (317) 358-1000
 FAX: (317) 308-6608

Date: January 06, 2019
Salesperson: Trent Dungan
Quoted To: City of Bloomington (COB)
ATTN: Ryan Daily
Email: dailyr@bloomington.in.gov
Delivery: 6-10 Weeks.
Terms: 100% Material Upon Equipment Arrival, 100% Labor Due Net 30 upon completion of installation. If customer delays installation, Net 30 begins upon customer notification of equipment arrival.

Quotation valid for 60 days.

QTY	STOCK NUMBER	DESCRIPTION	ITEMS + CONFIGURATION, INSTALLATION & TRAINING
		City of Bloomington	-
		Parker Intercoms	-
		<u>Morton St Garage - Entry 1</u>	-
1	05-820	Parker - AMANO Integration Kit for OPUS 4700/4800 CC-Only Terminals	5,868.00
		Subtotal	5,868.00
		<u>Morton St Garage - Entry 2</u>	-
1	05-820	Parker - AMANO Integration Kit for OPUS 4700/4800 CC-Only Terminals	5,868.00
		Subtotal	5,868.00
		<u>Morton St Garage - Exit 1</u>	-
1	05-820	Parker - AMANO Integration Kit for OPUS 4700/4800 CC-Only Terminals	5,868.00
		Subtotal	5,868.00

		<u>Morton St Garage - Exit 2</u>	-
1	05-820	Parker - AMANO Integration Kit for OPUS 4700/4800 CC-Only Terminals	5,868.00
		Subtotal	5,868.00
			-
		<u>Morton St Garage - Cash & CC POF 1</u>	-
1	05-821	Parker - AMANO Integration Kit for OPUS 7700/7800 Cash & CC Terminals	5,868.00
		Subtotal	5,868.00
			-
		<u>Morton St Garage - Cash & CC POF 2</u>	-
1	05-821	Parker - AMANO Integration Kit for OPUS 7700/7800 Cash & CC Terminals	5,868.00
		Subtotal	5,868.00
			-
		<u>Walnut St Garage - Entry 1</u>	-
1	05-820	Parker - AMANO Integration Kit for OPUS 4700/4800 CC-Only Terminals	5,868.00
		Subtotal	5,868.00
			-
		<u>Walnut St Garage - Exit 1</u>	-
1	05-820	Parker - AMANO Integration Kit for OPUS 4700/4800 CC-Only Terminals	5,868.00
		Subtotal	5,868.00
			-
		<u>Walnut St Garage - Exit 2</u>	-
1	05-820	Parker - AMANO Integration Kit for OPUS 4700/4800 CC-Only Terminals	5,868.00
		Subtotal	5,868.00
			-
		<u>Walnut St Garage - Cash & CC POF 1</u>	-
1	05-821	Parker - AMANO Integration Kit for OPUS 7700/7800 Cash & CC Terminals	5,868.00
		Subtotal	5,868.00
			-
		<u>Miscellaneous</u>	-
1	EXCLUDED	Concrete, Conduit, Cable, Network, Internet & Electrical	EXCLUDED
1	MISC	Miscellaneous Supplies and Devices	200.00
3	TRIP	Trip/OOT	540.00
		Subtotal	740.00
			-
		TOTAL OF ORDER	59,420.00
		TAXES	EXEMPT
		EST. SHIPPING	1,089.70
		GRAND TOTAL	60,509.70

Monthly Service Fees

QTY	STOCK NUMBER	DESCRIPTION	ITEMS + CONFIGURATION, INSTALLATION & TRAINING
		City of Bloomington	-
		Parker Intercoms – Monthly Service Fee	-
		<i>Morton St Garage</i>	-
1	PARKER_MONTH	Monthly Parker Intercom Service Fee	2,247.00
		Subtotal	2,247.00
		<i>Walnut St Garage</i>	-
1	PARKER_MONTH	Monthly Parker Intercom Service Fee	1,543.00
		Subtotal	1,543.00
		TOTAL OF ORDER	3,790.00
		TAXES	EXEMPT
		GRAND TOTAL	3,790.00
		YEAR 1 - SERVICE FEE - BILLING TOTAL	45,480.00

***Above pricing does not include conduit, electrical, networking, concrete work.**

Scope by ET:

- Transport and mount all equipment
- Sawcut and seal all loops (if applicable)
- Configure system
- Configure readers
- Terminate all lane equipment and loops
- Terminate 120VAC 20 AMP circuits to gates/ PARCS Equipment
- Provide drawings for civil work (if applicable)
- No PE stamped drawings
- Maintain safety certification
- No PLA or prevailing wage quoted
- No OCIP or CCIP quoted
- No onsite OSHA 30 safety provided

Scope by Others:

- Provide all concrete work
- Provide all low voltage or fiber runs
- Provide all electrical circuits
- Provide hookup at panel (electric)
- Provide all conduit

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless acknowledged in writing. All quotations and agreements are firm except in the event of strikes, accidents, fires, availability of materials and all other causes beyond our control.

THEORY: Evens Time will provide and install 10 integrated Parker intercom systems. All calls will be routed, received & operated by Parker Technology, LLC. Monthly Fees Apply, billed annually.

Effective Date and Term:

Each Monthly Service Fee will be for a term of three (3) years commencing on the date of acceptance unless an alternative commencement date is specified. Each Service Fee will be automatically extended for additional one-year terms on the anniversary of its commencement date (the “renewal date”). Service Fees are subject to change, customer will be notified in writing seven (7) days prior to annual billing. Annual Service Fee may be terminated at the expiration of the three (3) year billing term or at any time thereafter by either party upon thirty (30) days prior written notice.

Typographical and stenographic errors are subject to correction.

During the term of this Agreement and for a period of six (6) months thereafter, it is understood that neither party will solicit, entice, hire, employ, or seek to employ any employee or partner of the other party without express written consent by such other party. Any violation of this paragraph will be considered a material breach of this Agreement.

LIMITATION OF LIABILITY: Any warranties associated with this proposal are defined in manufacturer’s warranties accompanying the purchase of this product and are made by the manufacturer. Evens Time Inc honors those warranties (one year) regarding this product(s). Evens Time Inc makes no warranties of merchantability and fitness for a particular purpose. In no event will Evens Time Inc be liable for any direct, special or consequential damages arising out of or in connection with the delivery, use or inability to use, or performance of this product(s).

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on the Purchaser’s formal order will not be binding on the Seller.

[] Yes, we would like to purchase the quoted items.

Purchase Order Number: _____ Date: _____

Purchaser’s Authorized Signature _____



IUPUI Creates A “Welcoming” Parking Experience

How does a university develop a more inviting and memorable visitor experience? That was the challenge Indiana University Purdue University Indianapolis (IUPUI) Chancellor Nasser Paydar gave to his team, billed as a “welcoming initiative” across the campus. IUPUI’s Parking and Transportation Services team embraced the challenge, seeing the university parking facilities as the first and last interaction in the guest experience.



IUPUI is one of Indiana University’s main campuses, and Indiana’s premier urban public research university. Its recent enrollment totals more than 29,000. IUPUI has 2 colleges and 18 schools which grant degrees in more than 350 programs from both Indiana University and Purdue University. It is home to the second largest School of Medicine in the country, one of the oldest dental schools in the nation, the Kelley School of Business, the world’s first school of Philanthropy, the Lilly Family School of Philanthropy, the Herron School of Art and Design, the only professional school of art and

design in Indiana, the IU Natatorium, among many others.

The demands that IUPUI’s Parking and Transportation Services team face each day are significant. As the campus moved to automated technology, the 24/7 operational requirements had put considerable strain on the staff. The chancellor’s new initiative added additional pressure to find a long-term solution.

“We underestimated the resources needed to continue providing high levels of service after automation, and we weren’t prepared for the impact it had on our business,” said Sheri Eggleton, Director of Parking and Transportation Services. Many of their customers are not tech savvy, compounding technical issues with user error.

At the time of the initiative’s launch, parking patrons pressing the help button would ring into a single-line master control station. This terminal forwarded the call to a single-line cellular phone manned by an on-call attendant, who would then offer help.

The system frequently crashed, leaving customers sometimes stranded in the parking garage with no way out. The constant need to repair the system was a considerable drain on parking staff and university IT resources.



Sheri Eggleton

Confidence drops when you have a broken system

“The system could go down and we wouldn’t even know it,” said Laurie Bickell, Associate Director of Parking and Transportation Services. “We could test it (successfully), then it would go down, and we wouldn’t become aware until we received complaints that someone was calling and calling and getting no response.”

In addition, staffing problems plagued an ‘after hours’ call center that Parking and Transportation Services had contracted to provide additional coverage. Call center employees were not qualified to assist, and at best were only able to dispatch a local attendant; a process that often took 5 to 10 minutes or more. This led to increased customer dissatisfaction and ultimately lost revenue.

LEARN MORE AT WWW.HELPMEPARKER.COM

(800) 923-2704



Video Recording Option

Watch Every “Help” Call: Recordings Tell Both Sides of the Story

Have you ever wanted to be a fly on the wall during “help” calls between your parking guests and the staff who answers? Whether it be a dispute resolution or for quality assurance, video is a powerful tool to provide accountability and improve quality. Now there’s a solution allowing you to watch every call.

Parker Video Intercoms has an industry-exclusive option to view video recordings of calls between your remote attendant and the parking guest for any entry, exit or pay-on-foot device utilizing our two-way video intercoms*. Whether you run your own call center or rely on Parker’s 24/7 Call Center, our video recording service is an easy upgrade that gives you access to watch both sides of the call.

Recorded Call Interaction

Liberty Health Systems
Liberty Hospital Garage – North
Exit Lane 2

Call Duration:	1:33
CSR:	Notale S.
Call Start Time:	2:44 p.m.
Call End Time:	3:15 p.m.
RRCS Action:	None Required

Call Issue Log
Call Issue: Trouble Using Credit Card
Resolution: Provided instructions to guest

CSR Notes
Guest was putting credit card in upside down, instructed guest and she was able to pay and exit.

Key Benefits

- View both sides of the call simultaneously for facial and non-verbal cues.
- Monitor to ensure that the CSRs are following business rules and procedures.
- Review call logs and CSR notes from the call.
- Simple upgrade to your existing service with a flat monthly fee, per lane.

THREE PACKAGES AVAILABLE

1 Day Access

\$5/Mo/Device

10 Day Access

\$10/Mo/Device

30 Day Access

\$15/Mo/Device

Questions?

We're here to help. Additional information is available for more specific calls and questions. Please contact us at getstarted@helpmeparker.com or call us at 800-923-2704.

* Recordings also available for Parker Audio Intercoms

LEARN MORE AT WWW.HELPMEPARKER.COM

(800) 923-2704



Board of Public Works Staff Report

Project/Event: Renewal #1 for Contract with SSW Enterprises, LLC for Cleaning of Public Works Facilities

Petitioner/Representative: Department of Public Works

Staff Representative: J. D. Boruff, Facilities Director, Public Works

Meeting Date: January 21, 2020

This Renewal #1 is for Custodial Maintenance and Janitorial Services with SSW Enterprises, LLC (dba OfficePride) for the cleaning of Public Works facilities. The original agreement allows for yearly renewals through 2021. The amount for the 2019 contract was \$203,698.56.

This Renewal #1 will increase the 2020 "Not to Exceed" amount of the contract to \$213,883.49. The amount for 2020 is a 5% increase from 2019, which is also allowed by the contract, and has the support of staff.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

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

**RENEWAL #1 TO AGREEMENT FOR
CUSTODIAL MAINTENANCE & JANITORIAL SERVICES
AT CITY OF BLOOMINGTON FACILITIES**

This Renewal #1 is the first of two possible renewals to the Agreement for Custodial Maintenance and Janitorial Services at City of Bloomington Facilities Agreement between the City of Bloomington Public Works Department (Department) and SSW Enterprises, LLC (Consultant) entered into on September 18, 2018, as follows:

1. **Article 5 – Compensation:** This Article states, in part: “...In accordance with Indiana Code § 5-22-17-4, total compensation paid under this Agreement for any Renewal Term shall not exceed a five percent (5%) increase over the compensation paid for the previous calendar year covered under this Agreement. Total compensation paid under this Agreement for calendar year 2020 (the first Renewal Term, if entered) shall not exceed a five percent (5%) increase over total compensation paid for calendar year 2019....”

Total Compensation approved for calendar year 2019, which included all fees and expenses, was a not to exceed cost of Two Hundred Three Thousand, Six Hundred Ninety-Eight Dollars and Fifty-Six Cents \$203,698.56.

A five percent (5%) increase allowed for compensation to be paid in calendar year 2020, the First Renewal Term, would result in a not to exceed cost of Two Hundred Thirteen Thousand, Eight Hundred Eighty-Three Dollars and Forty-Nine Cents (\$213,883.49), which also includes all fees and expenses.

2. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, CITY and CONSULTANT, by their authorized representatives, have hereunto subscribed their names this ____ day of _____, 2020.

SSW ENTERPRISES, LLC

CITY OF BLOOMINGTON, INDIANA

By: _____
Stanley Weaver, Member and Owner

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

By: _____
Philippa M. Guthrie
Title: Corporation Counsel

By: _____
Adam Wason
Title: Director, Public Works Department

PROJECT NAME: Custodial Maintenance & Janitorial Services

AGREEMENT FOR CUSTODIAL MAINTENANCE & JANITORIAL SERVICES
AT CITY OF BLOOMINGTON FACILITIES

This Agreement, entered into on this 18th day of September, 2018, by and between the City of Bloomington Public Works Department through the Department of Public Works (hereinafter referred to as "Department"), and SSW Enterprises, LLC, (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to retain Contractor's services for custodial maintenance and janitorial services to be performed at the following facilities: 401 N. Morton Street (Bloomington Showers City Hall), 800 East Miller Drive (Fleet Maintenance), 3405 Old State Road 37 South (Sanitation Garage), Skywalk Common Areas (walkway connecting 4th Street Garage and Fountain Square Market Area on the City Square), 1980 South Henderson Street (Street Department), and 3410 S. Old State Road 37 South (Animal Shelter); and

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

WHEREAS, Contractor is willing and able to provide such Services to the Department;

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

Article 1. Scope of Services: Contractor shall provide required Services for the Department as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Contractor shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Contractor 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the Public Works Facilities and Operations Director or his or her designee(s).

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

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor’s profession in the location and at the time of the rendering of the services. Contractor shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted maintenance and janitorial standards that a Contractor would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Department: The Department shall provide all necessary information regarding the requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department shall designate who is authorized to act on its behalf with respect to this Agreement.

A. Representative

The Department hereby designates J. D. Boruff, Public Works Facilities and Operations Director or his or her designee(s), (“Boruff”), to serve as the Department’s representative for the project. Boruff shall have the authority to transmit instructions, receive information, interpret and define the Department’s requirements and make decisions with respect to the Services.

B. Decisions

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

Article 4. Term of Agreement:

Initial Term: This Agreement shall begin on October 1, 2018, and terminate on December 31, 2019, provided neither party gives written notice to the other of its intent to terminate this Agreement as set forth in this Agreement.

Renewal Term: Following the Initial Term, the Department has the option, in its sole and absolute discretion, to renew this Agreement up to two (2) times, provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration the Initial Term or the first Renewal Term. The first Renewal Term, if entered, would begin on January 1, 2020 and end on December 31, 2020. The second and

final Renewal Term, if entered, would begin on January 1, 2021 and end on December 31, 2021. The Department or its designee(s) will notify Contractor of its intention to exercise the option to renew this Agreement at least ninety (90) days prior to the end of the Initial Term and the first Renewal Term.

Article 5. Compensation: Upon submittal of approved claims, the Department shall compensate Contractor as set forth in Exhibit B – Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid under this Agreement for the Initial Term, including fees and expenses, shall not exceed the amount of Two Hundred Fifty-Four Thousand, Six Hundred Twenty-Three Dollars and Twenty Cents (\$254,623.20). The total compensation paid under this Agreement from October 1, 2018 through December 31, 2018, shall not exceed the amount of Fifty Thousand, Nine Hundred Twenty-Four Dollars and Sixty-Four Cents (\$50,924.64). The total compensation paid under this Agreement for calendar year 2019 shall not exceed the amount of Two Hundred Three Thousand, Six Hundred Ninety-Eight Dollars and Fifty-Six Cents (\$203,698.56). These compensation sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made for the work completed only.

In accordance with Indiana Code § 5-22-17-4, total compensation paid under this Agreement for any Renewal Term shall not exceed a five percent (5%) increase over the compensation paid for the previous calendar year covered under this Agreement. Total compensation paid under this Agreement for calendar year 2020 (the first Renewal Term, if entered) shall not exceed a five percent (5%) increase over total compensation paid for calendar year 2019. Total compensation paid under this Agreement for calendar year 2021 (the second and final Renewal Term, if entered) shall not exceed a five percent (5%) increase over the total compensation paid for calendar year 2020 (the first Renewal Term, if entered).

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 Department or the Department's designated representative(s) prior to such work being performed, or expenses incurred. The Department 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.

A. 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 Department may reasonably require.

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

B. Billing Records:

Contractor 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 6. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 8 herein.

Article 7. Schedule: Contractor shall perform the Services according to the schedule set forth in Exhibit C, 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 8. 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 Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to the Contractor. The Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department, and the Department shall pay the Contractor for all the Services performed and materials or supplies purchased and/or stocked 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 Contractor's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all materials or supplies purchased and/or stocked by Contractor in connection with this Agreement shall become the property of the Department.

Article 9. Identity of Contractor: Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible therefor. Contractor thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Contractor. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional subcontractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 10. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department.

Article 11. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of 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 Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 12. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

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

- c. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as 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.

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

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

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

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

Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment: Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Department'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 17. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Contractor.

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

Article 19. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 20. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Department 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, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor shall comply with the City's Living Wage Ordinance throughout the term of this Agreement.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department:

City of Bloomington
Public Works Department
Attn: J. D. Boruff
401 N. Morton Street, Suite 120
Bloomington, Indiana 47404

Contractor:

SSW Enterprises, LLC
Attn: Stanley Weaver
9402 N. Staton Drive
Mooresville, IN 46158

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

Article 22. Intent to be Bound: The Department and the Contractor 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 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of New Employee' Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney 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 Department obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Department shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that

the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) day period, the Department 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 Department may allow the Agreement to remain in effect until the Department procures a new Contractor. If the Department terminates the Agreement, the Contractor or its subcontractor is liable to the Department 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 Department.

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

Article 25. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit F, affirming that Contractor 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.

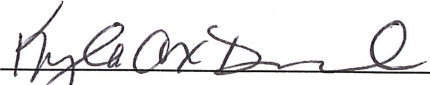
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

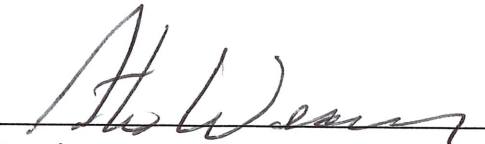
Owner

Contractor

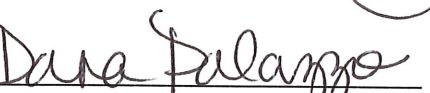
City of Bloomington
Department of Public Works


SSW Enterprises, LLC


By: 
Kyla Cox Deckard, President


Stanley Weaver, Member and Owner

By: 
Beth H. Hollingsworth, Vice President

By: 
Dana Palazzo, Secretary

By: 
Adam Wason, Director
Public Works Department

By: 
Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 9.11.18

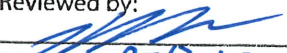
CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 9-13-18
FUND/ACCT: 101-12-53610

EXHIBIT A

Scope of Work for Department of Public Works Facilities

Contractor is expected to complete the tasks listed at the stated frequency for each location:

City Hall - 401 North Morton Street – 5 nights per week

Entry/ Lobby Area (Approximately 1,780 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Clean both sides of all glass doors.	Daily
Damp Mop Entire Area.	3 Times per Week
Dust ledges and window sills.	2 Times per Week
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	2 Times per Week
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Office Areas (Approximately 31,500 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Spot vacuum to remove visible soil.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Conference Rooms (Approximately 2,100 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily

Spot vacuum to remove visible soil.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year

Copy Rooms (Approximately 850 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	2 Times per Week
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Common Areas (Approximately 8,700 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Spot vacuum to remove visible soil.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room Areas (Approximately 650 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily

Clean refrigerator, and empty contents at customer request.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Stairs and Elevator (Approximately 600 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Completely clean and vacuum carpeted elevator.	Daily
Dust Mop And Spot Mop Stairs, Dust Railings, Ledges And Spot Clean.	3 Times per Week
Dust Mop Stairs, Dust Railings, Ledges And Spot Clean.	2 Times per Week
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Clean And Polish Metal Elevator Threshold Plates.	Weekly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 3,100 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Fully clean all showers.	Daily
Wash all restroom partitions on both sides.	Weekly
Dust All Low Reach Areas.	Weekly
Machine scrub floors using germicidal detergent.	Monthly
Dust and clean all return air vents.	Monthly

Fleet Maintenance - 800 E. Miller Drive – 5 nights per week

Office Areas (Approximately 1,350 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly

Common Areas (Approximately 100 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 200 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean Mirrors.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly

Sanitation - 3406 S. Old SR37 South – 5 nights per week

Office Area (Approximately 230 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Common Area (Approximately 250 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 350 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 280 Square Feet)

Spot clean all walls, light switches and doors.	Daily
---	-------

Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Damp Mop Entire Area.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Wash all restroom partitions on both sides.	Daily
Fully Clean All Showers.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly

Street Department - 1981 South Henderson Street – 5 nights per week

Office Areas (Approximately 730 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	2 Times per Year
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Common Area (Approximately 750 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 65 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Clean refrigerator, and empty contents at customer request.	Monthly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 600 Square Feet)

Spot clean all walls, light switches and doors.	Daily
---	-------

Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Damp Mop Entire Area.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Wash all restroom partitions on both sides.	Daily
Fully Clean All Showers.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Skywalk at 4th Street Parking Garage (over 4th Street) – 3 nights per week

Skywalk (Approximately 1,800 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
All High Reach Areas.	Weekly

Animal Care and Control - 3410 Old SR37 South – 3 nights per week

Entry/ Lobby Area (Approximately 2,300 Square Feet)

Spot clean all walls, light switches and doors.	3 Times per Week
Dust mop all hard surface floors with treated dust mop.	3 Times per Week
Clean both sides of all glass doors.	3 Times per Week
Damp Mop Entire Area.	3 Times per Week
Dust ledges and window sills.	3 Times per Week
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	3 Times per Week
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Public Restrooms (Approximately 150 Square Feet)

Spot clean all walls, light switches and doors.	3 Times per Week
Clean and sanitize all restroom fixtures.	3 Times per Week
Clean mirrors.	3 Times per Week
Clean and sanitize counter tops.	3 Times per Week
Damp Mop Entire Area.	3 Times per Week
Refill paper towel and toilet paper dispensers.	3 Times per Week
Empty All Trash Receptacles And Replace Liners As Necessary.	3 Times per Week
Wash all restroom partitions on both sides.	3 Times per Week
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 690 Square Feet)

Spot clean all walls, light switches and doors.	Weekly
Clean and sanitize all sinks and wipe dry.	Weekly
Damp clean and sanitize table tops.	Weekly
Damp clean interior and exterior of microwave oven.	Weekly
Dust mop all hard surface floors with treated dust mop.	Weekly
Empty All Trash Receptacles And Replace Liners As Necessary.	Weekly
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Clean refrigerator, and empty contents at customer request.	Monthly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish. Yearly

Meeting Room (Approximately 910 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories. Weekly

Spot clean all walls, light switches and doors. Weekly

Empty All Trash Receptacles And Replace Liners As Necessary. Weekly

Damp Mop Entire Area. Weekly

Dust ledges and window sills. Weekly

Dust All Low Reach Areas. Weekly

Dust All High Reach Areas. Weekly

Machine scrub hard surface floor and apply one coat of polish. Yearly

Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish. Yearly

EXHIBIT B
SCHEDULE OF COMPENSATION

The total compensation for the fifteen (15) month Initial Term of this Agreement, including any and all fees and expenses, shall not exceed the amount of Two Hundred Fifty-Four Thousand, Six Hundred Twenty-Three Dollars and Twenty Cents (\$254,623.20).

Compensation paid from October 1 through December 31, 2018 (3 months) shall not exceed the amount of Fifty Thousand, Nine Hundred Twenty-Four Dollars and Sixty-Four Cents (\$50,924.64).

Compensation paid from January 1, 2019 through December 31, 2019 (12 months) shall not exceed the amount of Two Hundred Three Thousand, Six Hundred Ninety-Eight Dollars and Fifty-Six Cents (\$203,698.56).

October – December 2018	\$ 50,924.64
January – December 2019	\$ <u>203,698.56</u>

Total compensation paid under the Initial Term of this Agreement shall not exceed:	\$ 254,623.20
---	---------------

This Agreement may be renewed for calendar years 2020 and 2021.

Total compensation paid under this Agreement for calendar year 2020 (the first Renewal Term, if entered) shall not exceed a five percent (5%) increase over total compensation paid for calendar year 2019.

Total compensation paid under this Agreement for calendar year 2021 (the second and final Renewal Term, if entered) shall not exceed a five percent (5%) increase over the total compensation paid for calendar year 2020 (the first Renewal Term, if entered).

**EXHIBIT C
SCHEDULE**

Contractor shall begin providing services on October 1, 2018, in accordance with the conditions stated in this Agreement and shall continue providing such services through December 31, 2019, (the Initial Term) unless terminated before in accordance with the conditions contained in this Agreement.

This Agreement may be renewed for calendar years 2020 and 2021, as provided in this Agreement.

**EXHIBIT D
PRINCIPAL PERSONNEL**

CONTRACTOR 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 Department.

Position / Responsibility

Name

Member and Owner

Stanley Weaver

STATE OF Indiana)
) SS:
COUNTY OF Marion)

AFFIDAVIT REGARDING E-VERIFY

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

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

Stan Weaver
Signature

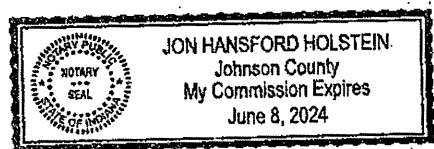
Stan Weaver
Printed name

STATE OF Indiana)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Stanley Weaver and acknowledged the execution of the foregoing this 17th day of August, 2018.

Jon Hansford Holstein
Notary Public
Jon Hansford Holstein
Printed name

My Commission Expires: June 8th 2024
County of Residence: Johnson



NON-COLLUSION AFFIDAVIT

The undersigned offer 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 17 day of August, 2018.

(Name of Organization)

By: Alan Weaver

Stan Weaver
(Name and Title of Person Signing)

STATE OF Indiana)
COUNTY OF Marion) SS:

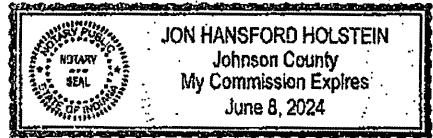
Subscribed and sworn to before me this 17 day of August 2018.

My Commission Expires:
June 8th 2024

[Signature]
Notary Public Signature

Resident of Johnson County

Jon Hansford Holstein
Printed Name





Board of Public Works Claim Register

Invoice Date Range 01/13/20 - 01/24/20

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)							
Department 01 - Animal Shelter							
Program 010000 - Main							
Account 43442 - Equipment Deposits							
Jay David	REFUND-DAVIDJ	01-refund trap deposit	Paid by Check # 71116		01/14/2020	01/24/2020	40.00
			Account 43442 - Equipment Deposits Totals		1		<u>\$40.00</u>
Account 52110 - Office Supplies							
6530 - Office Depot, INC	421051101001	01-markers, paper-12/27/19	Paid by EFT # 33436		01/14/2020	01/24/2020	32.22
6530 - Office Depot, INC	421899585001	01-pens-12/27/19	Paid by EFT # 33436		01/14/2020	01/24/2020	3.38
			Account 52110 - Office Supplies Totals		2		<u>\$35.60</u>
Account 52210 - Institutional Supplies							
4574 - John Deere Financial (Rural King)	H56139	01-litter-50 40lb bags pellet bedding-1/4/20	Paid by Check # 71081		01/13/2020	01/13/2020	299.50
313 - Fastenal Company	INBLM216379	01-brooms, towels, trash bags-12/30/19	Paid by EFT # 33368		01/14/2020	01/24/2020	254.16
313 - Fastenal Company	INBLM216378	01-hearing protection-earmuffs-12/30/19	Paid by EFT # 33368		01/14/2020	01/24/2020	33.29
313 - Fastenal Company	INBLM216377	01-paper towels, hand sanitizers-12/30/19	Paid by EFT # 33368		01/14/2020	01/24/2020	167.97
313 - Fastenal Company	INBLM216380	01-trash bags-12/30/19	Paid by EFT # 33368		01/14/2020	01/24/2020	134.16
313 - Fastenal Company	INBLM216468	01-bleach-1/6/20	Paid by EFT # 33368		01/14/2020	01/24/2020	43.33
4586 - Hill's Pet Nutrition Sales, INC	234073836	01-canine/puppy/feline/kitt	Paid by EFT # 33384		01/14/2020	01/24/2020	280.98
4586 - Hill's Pet Nutrition Sales, INC	234739618	01-canine/feline prescription food-1/3/20	Paid by EFT # 33384		01/14/2020	01/24/2020	112.39
3929 - IDEXX Laboratories, INC	3057793423	01-FIV/FeLV Combo Tests-12/21/19	Paid by EFT # 33388		01/14/2020	01/24/2020	1,391.24
4633 - Midwest Veterinary Supply, INC	11671751-150	01-rabbit food, hay, paper bowls, exam	Paid by EFT # 33423		01/14/2020	01/24/2020	358.60
4633 - Midwest Veterinary Supply, INC	11671751-250	01-rabbit food-12/26/19	Paid by EFT # 33423		01/14/2020	01/24/2020	19.32
4633 - Midwest Veterinary Supply, INC	11671751-050	01-supportive care-Bene-Bac Plus PWD 11b-	Paid by EFT # 33423		01/14/2020	01/24/2020	21.18
4633 - Midwest Veterinary Supply, INC	11673239-050	01-sanitizer-Rescue Concentrate 55 gal-	Paid by EFT # 33423		01/14/2020	01/24/2020	1,474.34
4633 - Midwest Veterinary Supply, INC	11671751-100	01-antibiotics, vaccines, supportive care-	Paid by EFT # 33423		01/14/2020	01/24/2020	754.59
4666 - Zoetis, INC	9009548577	01-antiparasitic, antibiotics-12/23/19	Paid by Check # 71115		01/14/2020	01/24/2020	964.08
4666 - Zoetis, INC	9009548595	01-FeLV diagnostics-12/23/19	Paid by Check # 71115		01/14/2020	01/24/2020	274.84
			Account 52210 - Institutional Supplies Totals		16		<u>\$6,583.97</u>
Account 52310 - Building Materials and Supplies							
53005 - Menards, INC	40803	01-door pull, mouse traps-1/3/20	Paid by Check # 71100		01/14/2020	01/24/2020	41.57
			Account 52310 - Building Materials and Supplies Totals		1		<u>\$41.57</u>
Account 52340 - Other Repairs and Maintenance							
4574 - John Deere Financial (Rural King)	H59024	01-hose shut-off valves-1/6/20	Paid by Check # 71081		01/13/2020	01/13/2020	29.94
			Account 52340 - Other Repairs and Maintenance Totals		1		<u>\$29.94</u>
Account 53230 - Travel							
3560 - First Financial Bank / Credit Cards	Travelocity	01-hotel-Eppley & Gibson-Conf VA-1/6-	Paid by Check # 71080		01/13/2020	01/13/2020	787.22
3560 - First Financial Bank / Credit Cards	AA-Eppley	01-airfare-Eppley-VA Conf-1/6-1/10/20	Paid by Check # 71080		01/13/2020	01/13/2020	292.50
3560 - First Financial Bank / Credit Cards	AA-Gibson	01-airfare-Gibson-VA Conf-1/6-1/10/20	Paid by Check # 71080		01/13/2020	01/13/2020	292.50
			Account 53230 - Travel Totals		3		<u>\$1,372.22</u>
Account 53530 - Water and Sewer							
208 - City Of Bloomington Utilities	ACC-DEC 2019	19-ACC-water/sewer bill-	Edit		01/22/2020		512.28
			Account 53530 - Water and Sewer Totals		1		<u>\$512.28</u>
Account 53540 - Natural Gas							
222 - Vectren	50195420-010320	01-ACC-gas bill 12/3/19-1/3/20	Paid by Check # 71084		01/13/2020	01/13/2020	490.44
6769 - EDF, INC (EDF Energy Services)	100423ES	06-CityFacNaturalGasComm	Paid by EFT # 33362		01/14/2020	01/24/2020	780.75
			Account 53540 - Natural Gas Totals		2		<u>\$1,271.19</u>
Account 54440 - Motor Equipment							
7067 - D Jones, LTD (Jones Trailer Co)	15649	01-Adoption Trailer	Paid by EFT # 33353		01/14/2020	01/24/2020	.50
			Account 54440 - Motor Equipment Totals		1		<u>\$0.50</u>
			Program 010000 - Main Totals		28		<u>\$9,887.27</u>
Program 010001 - Donations Over \$5K							
Account 53130 - Medical							
6529 - BloomingPaws, LLC	228409	01-heartworm treatment medication-12/23/19	Paid by EFT # 33328		01/14/2020	01/24/2020	18.24
			Account 53130 - Medical Totals		1		<u>\$18.24</u>
Account 54440 - Motor Equipment							
7067 - D Jones, LTD (Jones Trailer Co)	15649	01-Adoption Trailer	Paid by EFT # 33353		01/14/2020	01/24/2020	44,072.00
			Account 54440 - Motor Equipment Totals		1		<u>\$44,072.00</u>
			Program 010001 - Donations Over \$5K Totals		2		<u>\$44,090.24</u>



Board of Public Works Claim Register

Invoice Date Range 01/13/20 - 01/24/20

		Department 01 - Animal Shelter Totals		30			\$53,977.51
Department 02 - Public Works Program 020000 - Main Account 52110 - Office Supplies							
6530 - Office Depot, INC	418463187001	02-Marker board w/Alum-Frame for PW	Paid by EFT # 33436	01/14/2020	01/24/2020		29.49
6530 - Office Depot, INC	418459185001	02-Highlighters, tape, calculator, pens, paper	Paid by EFT # 33436	01/14/2020	01/24/2020		57.91
6530 - Office Depot, INC	418463188001	02 - Legal File Folders	Paid by EFT # 33436	01/14/2020	01/24/2020		36.69
		Account 52110 - Office Supplies Totals		3			\$124.09
		Program 020000 - Main Totals		3			\$124.09
		Department 02 - Public Works Totals		3			\$124.09
Department 03 - City Clerk Program 030000 - Main Account 52110 - Office Supplies							
6530 - Office Depot, INC	415199429001	03-index cards, markers, easel pad	Paid by EFT # 33436	01/14/2020	01/24/2020		28.60
		Account 52110 - Office Supplies Totals		1			\$28.60
Account 53120 - Special Legal Services 5775 - Carmin Parker, P.C.							
	12/26/2019	03-Legal consultation services-complaint	Paid by EFT # 33336	01/14/2020	01/24/2020		300.00
		Account 53120 - Special Legal Services Totals		1			\$300.00
Account 53910 - Dues and Subscriptions 3913 - Indiana League Of Municipal Clerks & Treasurers 7231 - International Institute of Municipal Clerks							
	2020DUES	03-ILMCT Membership dues for Clerk staff-	Paid by Check # 71097	01/14/2020	01/24/2020		446.00
	2020DUES	03-IIMC Membership dues for clerk staff-	Paid by EFT # 33396	01/14/2020	01/24/2020		345.00
		Account 53910 - Dues and Subscriptions Totals		2			\$791.00
		Program 030000 - Main Totals		4			\$1,119.60
		Department 03 - City Clerk Totals		4			\$1,119.60
Department 04 - Economic & Sustainable Dev Program 040000 - Main Account 52110 - Office Supplies							
6530 - Office Depot, INC	412532954001	04 - Miscellaneous ESD office supplies	Paid by EFT # 33436	01/14/2020	01/24/2020		7.49
6530 - Office Depot, INC	412532953001	04 - Miscellaneous Office Supplies	Paid by EFT # 33436	01/14/2020	01/24/2020		62.39
		Account 52110 - Office Supplies Totals		2			\$69.88
Account 52420 - Other Supplies 4505 - Bicycle Garage, INC							
	121919155918436	04-Purchase of e-bike for COB bike pool	Paid by Check # 71089	01/14/2020	01/24/2020		2,199.99
		Account 52420 - Other Supplies Totals		1			\$2,199.99
Account 53160 - Instruction 203 - INDIANA UNIVERSITY							
	13-20 Alex Crowl	04- IN Uplands Winter Food Conf. Registration	Paid by Check # 71099	01/14/2020	01/24/2020		10.00
	13-20 Rachel Bev	04- IN Uplands Winter Food Conf. Registration	Paid by Check # 71099	01/14/2020	01/24/2020		10.00
	13-20 Lauren Tra	04- IN Uplands Winter Food Conf. Registration	Paid by Check # 71099	01/14/2020	01/24/2020		10.00
		Account 53160 - Instruction Totals		3			\$30.00
Account 53910 - Dues and Subscriptions 1051 - Bloomington Economic Development Corp 53442 - Paragon Micro, INC							
	4669	04- 2020 BEDC Annual Membership Dues (COB)	Paid by EFT # 33329	01/14/2020	01/24/2020		5,250.00
	S979222b	04 - ESD PowerBI Monthly Subscription	Paid by EFT # 33439	01/14/2020	01/24/2020		18.32
		Account 53910 - Dues and Subscriptions Totals		2			\$5,268.32
Account 53990 - Other Services and Charges 6515 - Green Camino, INC							
	1153	04 - 2019 composing agreement - city	Paid by EFT # 33378	01/14/2020	01/24/2020		510.00
		Account 53990 - Other Services and Charges Totals		1			\$510.00
		Program 040000 - Main Totals		9			\$8,078.19
		Department 04 - Economic & Sustainable Dev Totals		9			\$8,078.19
Department 05 - Common Council Program 050000 - Main Account 52110 - Office Supplies							
5086 - Frame Station, INC (Framemakers)	1-96493	05 - Encomium Frames	Paid by EFT # 33370	01/14/2020	01/24/2020		355.36
		Account 52110 - Office Supplies Totals		1			\$355.36
Account 53160 - Instruction 259 - Indiana Association Of Cities & Towns (AIM) 7215 - Ronald J Smith							
	63394	05 - 2020 NEO Boot Camp for Flaherty,	Paid by EFT # 33389	01/14/2020	01/24/2020		957.00
	AIM-12/2019	05 - Reimbursement for AIM training registration	Paid by EFT # 33453	01/14/2020	01/24/2020		119.00
		Account 53160 - Instruction Totals		2			\$1,076.00
Account 53960 - Grants 1138 - BCT Management, INC							
	5156	05 - Buskirk-Chumley Theater Program	Paid by EFT # 33323	01/14/2020	01/24/2020		13,750.00
		Account 53960 - Grants Totals		1			\$13,750.00
Account 53990 - Other Services and Charges 4123 - Central Indiana Interpreting Service							
	112019-CC	05 - Interpreting Services Council	Paid by EFT # 33338	01/14/2020	01/24/2020		2,525.00
		Account 53990 - Other Services and Charges Totals		1			\$2,525.00
		Program 050000 - Main Totals		5			\$17,706.36
		Department 05 - Common Council Totals		5			\$17,706.36
Department 06 - Controller's Office							



Board of Public Works Claim Register

Invoice Date Range 01/13/20 - 01/24/20

Program 060000 - Main

Account 52420 - Other Supplies

8002 - Safeguard Business Systems, INC	033811578	06-Check reorder (Qty 10,000)	Paid by EFT # 33451	01/14/2020	01/24/2020	906.31
Account 52420 - Other Supplies Totals						1 \$906.31

Account 53170 - Mgt. Fee, Consultants, and Workshops

5648 - Reedy Financial Group, PC	5969	06- Financial Services	Paid by EFT # 33447	01/14/2020	01/24/2020	4,291.67
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals						1 \$4,291.67

Account 53990 - Other Services and Charges

5648 - Reedy Financial Group, PC	5968	06- Financial Services	Paid by EFT # 33447	01/14/2020	01/24/2020	5,155.00
1352 - Cornerstone Planning & Design INC	19-0040	18- Project Management	Paid by EFT # 33348	01/14/2020	01/24/2020	1,843.90
Account 53990 - Other Services and Charges Totals						2 \$6,998.90

Program 060000 - Main Totals 4 \$12,196.88

Department 06 - Controller's Office Totals 4 \$12,196.88

Department 09 - CFRD

Program 090000 - Main

Account 53310 - Printing

2077 - JEM Printing, INC (PIP Printing & Marketing)	65226	09-Print 5,000 2020 Census postcards	Paid by EFT # 33404	01/14/2020	01/24/2020	338.70
3892 - Midwest Color Printing, INC	INV-12438	09-1,000 Business cards for J. Whiteaker	Paid by EFT # 33421	01/14/2020	01/24/2020	67.00
Account 53310 - Printing Totals						2 \$405.70

Account 53910 - Dues and Subscriptions

4413 - Constant Contact	Y56UZWCA620	09-Annual subscription renewal January 2020-	Paid by Check # 71093	01/14/2020	01/24/2020	840.00
Account 53910 - Dues and Subscriptions Totals						1 \$840.00

Account 53960 - Grants

205 - City Of Bloomington	10041	09-CFRD sponsorship of 2020 MLK Birthday	Paid by Check # 71091	01/14/2020	01/24/2020	1,000.00
205 - City Of Bloomington	2020BMA	09-CFRD Sponsorship of CBVN Be More Awards	Paid by Check # 71091	01/14/2020	01/24/2020	1,000.00
Account 53960 - Grants Totals						2 \$2,000.00

Program 090000 - Main Totals 5 \$3,245.70

Department 09 - CFRD Totals 5 \$3,245.70

Department 10 - Legal

Program 100000 - Main

Account 52410 - Books

4253 - American Law Institute (ALI CLE)	121791 122619	10 law books practical real estate lawyer	Paid by EFT # 33315	01/14/2020	01/24/2020	99.00
Account 52410 - Books Totals						1 \$99.00

Account 53120 - Special Legal Services

7107 - Jawn J Bauer (Bauer & Densford)	46126	10 legal services Jones collection 46126	Paid by EFT # 33322	01/14/2020	01/24/2020	162.50
Account 53120 - Special Legal Services Totals						1 \$162.50

Account 53230 - Travel

5712 - Philippa M Guthrie	01062020	10 parking at moot court	Paid by EFT # 33379	01/14/2020	01/24/2020	15.00
Account 53230 - Travel Totals						1 \$15.00

Account 53320 - Advertising

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	173682_122919	10 advertising case on Frances Robertson	Paid by EFT # 33373	01/14/2020	01/24/2020	50.49
Account 53320 - Advertising Totals						1 \$50.49

Program 100000 - Main Totals 4 \$326.99

Department 10 - Legal Totals 4 \$326.99

Department 11 - Mayor's Office

Program 110000 - Main

Account 52110 - Office Supplies

9523 - Freedom Business Solutions, LLC	11530	11-toner for OOTM	Paid by EFT # 33371	01/14/2020	01/24/2020	150.00
6530 - Office Depot, INC	2371687101	11-paper for swearing-in	Paid by EFT # 33436	01/14/2020	01/24/2020	31.63
Account 52110 - Office Supplies Totals						2 \$181.63

Account 52420 - Other Supplies

6222 - Apple, INC	AB10502069	11-backup drive for Devta	Paid by EFT # 33319	01/14/2020	01/24/2020	99.95
6222 - Apple, INC	AB25851562	11-computer supplies for Innovation	Paid by EFT # 33319	01/14/2020	01/24/2020	147.95
Account 52420 - Other Supplies Totals						2 \$247.90

Account 53170 - Mgt. Fee, Consultants, and Workshops

6428 - Kelly M Boatman (Core Projective, LLC)	INV101855	11-project management OOTM December 2019	Paid by EFT # 33332	01/14/2020	01/24/2020	1,466.25
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals						1 \$1,466.25

Account 53910 - Dues and Subscriptions

5259 - Pacific & Southern Company, INC (Indy Star)	010733129 0120	11-digital subscription to Indy Star	Paid by Check # 71103	01/14/2020	01/24/2020	9.99
53442 - Paragon Micro, INC	S979222a	11-PowerBI subscriptions for	Paid by EFT # 33439	01/14/2020	01/24/2020	18.32
Account 53910 - Dues and Subscriptions Totals						2 \$28.31

Program 110000 - Main Totals 7 \$1,924.09

Department 11 - Mayor's Office Totals 7 \$1,924.09

Department 12 - Human Resources

Program 120000 - Main

Account 52110 - Office Supplies



Board of Public Works Claim Register

Invoice Date Range 01/13/20 - 01/24/20

6530 - Office Depot, INC	419235160001	12-office depot credit - \$58.18	Paid by EFT # 33436	01/14/2020	01/24/2020	(58.18)
6530 - Office Depot, INC	420450709001	12-personnel file folders \$44.96	Paid by EFT # 33436	01/14/2020	01/24/2020	44.96
Account 52110 - Office Supplies Totals						2 (13.22)
Account 53320 - Advertising						
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	155381_122919	12 Job Ad Invoice 122919 \$323.04 City	Paid by EFT # 33373	01/14/2020	01/24/2020	323.04
Account 53320 - Advertising Totals						1 \$323.04
Program 120000 - Main Totals						3 \$309.82
Department 12 - Human Resources Totals						3 \$309.82
Department 13 - Planning						
Program 130000 - Main						
Account 52110 - Office Supplies						
6530 - Office Depot, INC	415311647001	13 - Clear tabs, small notebook paper	Paid by EFT # 33436	01/14/2020	01/24/2020	13.36
6530 - Office Depot, INC	413577787001	13 - Dry erase markers, dry eraser, 8 1/2 x 14	Paid by EFT # 33436	01/14/2020	01/24/2020	36.93
6530 - Office Depot, INC	415311648001	13-project planner	Paid by EFT # 33436	01/14/2020	01/24/2020	26.67
6530 - Office Depot, INC	412998229001	13 - binder clips, post it notes	Paid by EFT # 33436	01/14/2020	01/24/2020	36.13
6530 - Office Depot, INC	411917885001	13 - calendar, post its, phone wipes, napkins	Paid by EFT # 33436	01/14/2020	01/24/2020	16.00
Account 52110 - Office Supplies Totals						5 \$129.09
Account 52420 - Other Supplies						
6530 - Office Depot, INC	411917885001	13 - calendar, post its, phone wipes, napkins	Paid by EFT # 33436	01/14/2020	01/24/2020	32.32
Account 52420 - Other Supplies Totals						1 \$32.32
Account 53170 - Mgt. Fee, Consultants, and Workshops						
6289 - Clarion Associates, LLC	8074	13-Addendum 2-Blgtn UDO-services thru	Paid by EFT # 33342	01/14/2020	01/24/2020	3,222.50
6974 - M.J. Wells & Associates, INC	7814-6	13-Travel Demand Mgmt (TDM) Plan-Inv. date	Paid by EFT # 33417	01/14/2020	01/24/2020	14,600.00
6974 - M.J. Wells & Associates, INC	7814A-1	13-Travel Demand Mgmt. Plan	Paid by EFT # 33417	01/14/2020	01/24/2020	2,387.50
5409 - VS Engineering, INC	400211	13 - Temporary Engineering Staff	Paid by EFT # 33472	01/14/2020	01/24/2020	18,374.50
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals						4 \$38,584.50
Account 53310 - Printing						
3892 - Midwest Color Printing, INC	INV-12427	13 - 250 business cards (Jackie Scanlan)	Paid by EFT # 33421	01/14/2020	01/24/2020	41.50
Account 53310 - Printing Totals						1 \$41.50
Account 53320 - Advertising						
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	163405_12119	13-November 2019 legal ads-Public Notices	Paid by EFT # 33373	01/14/2020	01/24/2020	535.72
Account 53320 - Advertising Totals						1 \$535.72
Account 53990 - Other Services and Charges						
5387 - Creative Graphics, INC (dba Baugh Enterprises)	7543	13 - Traffic calming survey postcards and magnet, Craig	Paid by EFT # 33349	01/14/2020	01/24/2020	1,340.85
818 - Everywhere Signs, LLC	55126	13 - Mike Stewart staff	Paid by EFT # 33367	01/14/2020	01/24/2020	45.00
3444 - Rundell Ernstberger Associates, INC	181513-8	13-Switchyard Park Area Study-Inv. date	Paid by EFT # 33449	01/14/2020	01/24/2020	300.00
Account 53990 - Other Services and Charges Totals						3 \$1,685.85
Program 130000 - Main Totals						15 \$41,008.98
Department 13 - Planning Totals						15 \$41,008.98
Department 19 - Facilities Maintenance						
Program 190000 - Main						
Account 52310 - Building Materials and Supplies						
409 - Black Lumber Co. INC	424912	19-21" Makita Contractors Bag for	Paid by EFT # 33327	01/14/2020	01/24/2020	19.97
177 - Indiana Oxygen Company, INC	9383768	19-cylinder rental, torch supplies, other	Paid by EFT # 33391	01/14/2020	01/24/2020	34.66
395 - Kirby Risk Corp	54079	19 - Electrician Lockout Kit	Paid by EFT # 33408	01/14/2020	01/24/2020	101.83
394 - Kleindorfer Hardware & Variety	618275	19 - gasket Rubber, mirror Clips, 3" casters	Paid by EFT # 33409	01/14/2020	01/24/2020	12.97
394 - Kleindorfer Hardware & Variety	644864	19 - power grab, (4)	Paid by EFT # 33409	01/14/2020	01/24/2020	36.43
394 - Kleindorfer Hardware & Variety	644979	5/16 bolts & nuts & lock 19-3 ice scrapers for Facilities Maintenance	Paid by EFT # 33409	01/14/2020	01/24/2020	29.97
394 - Kleindorfer Hardware & Variety	645259	19- 3 power grab and a caulk qun for Facilities	Paid by EFT # 33409	01/14/2020	01/24/2020	21.76
394 - Kleindorfer Hardware & Variety	642499	19-Screws, nuts, lockwashers for	Paid by EFT # 33409	01/14/2020	01/24/2020	6.06
53005 - Menards, INC	37458	19 - Hoover style 65 belt, 1/4 x 2 snapper pin	Paid by Check # 71100	01/14/2020	01/24/2020	7.28
53005 - Menards, INC	37400	19 - Wireless chime/Alert kit, Door	Paid by Check # 71100	01/14/2020	01/24/2020	62.51
53005 - Menards, INC	37097	19 - 500 count tan wingnuts	Paid by Check # 71100	01/14/2020	01/24/2020	41.97
53005 - Menards, INC	39582	19-Radar 2x4, batteries, 8oz sta-bil storage,	Paid by Check # 71100	01/14/2020	01/24/2020	194.29
Account 52310 - Building Materials and Supplies Totals						12 \$569.70
Account 52420 - Other Supplies						
244 - Bloomington Ford, INC	6171877/1	19-Cut and Program 2 keys for facility van	Paid by EFT # 33331	01/14/2020	01/24/2020	470.26
51463 - DLT Solutions, LLC	SI462008	19-AutoCAD Subscription Renewal	Paid by EFT # 33356	01/14/2020	01/24/2020	392.00



Board of Public Works Claim Register

Invoice Date Range 01/13/20 - 01/24/20

		Account 52420 - Other Supplies Totals	2		\$862.26
Account 52430 - Uniforms and Tools					
798 - Winters Associates Promotional Products, INC	113049	19-Uniforms for Facilities Employees	Paid by EFT # 33478	01/14/2020	01/24/2020 220.69
		Account 52430 - Uniforms and Tools Totals		1	\$220.69
Account 53140 - Exterminator Services					
51538 - Economy Termite & Pest Control, INC	29693	19-Monthly Pest Control at City Hall	Paid by EFT # 33361	01/14/2020	01/24/2020 75.00
		Account 53140 - Exterminator Services Totals		1	\$75.00
Account 53530 - Water and Sewer					
208 - City Of Bloomington Utilities	TMPMTR-DEC 2019	19-Temp Mtr-Graffiti Team-water/sewer bill-	Edit	01/22/2020	15.48
208 - City Of Bloomington Utilities	CITYHALL-DEC 19	19-City Hall-water/sewer bill-December 2019	Edit	01/22/2020	525.03
		Account 53530 - Water and Sewer Totals		2	\$540.51
Account 53610 - Building Repairs					
321 - Harrell Fish, INC	W52918	19-Low Water Flow in Toilets at City Hall	Paid by EFT # 33381	01/14/2020	01/24/2020 98.00
321 - Harrell Fish, INC	W52917	19-Drained Cooling Tower and Reset	Paid by EFT # 33381	01/14/2020	01/24/2020 269.00
321 - Harrell Fish, INC	C005732	19-Quarterly Planned Maintenance	Paid by EFT # 33381	01/14/2020	01/24/2020 1,968.00
392 - Koorsen Fire & Security, INC	4964759	19-Quarterly Sprinkler Inspection	Paid by EFT # 33410	01/14/2020	01/24/2020 154.50
7402 - Nature's Way, INC	47485	19-Service Agreement for Plant Maintenance at	Paid by EFT # 33432	01/14/2020	01/24/2020 353.43
		Account 53610 - Building Repairs Totals		5	\$2,842.93
Account 54510 - Other Capital Outlays					
7164 - Troy Gaither (Gaither Powersports & Trailer Sales)	20191120	19 Trailer for power washing unit	Paid by EFT # 33372	01/14/2020	01/24/2020 4,095.00
		Account 54510 - Other Capital Outlays Totals		1	\$4,095.00
		Program 190000 - Main Totals		24	\$9,206.09
		Department 19 - Facilities Maintenance Totals		24	\$9,206.09
Department 28 - ITS					
Program 280000 - Main					
Account 52110 - Office Supplies					
6530 - Office Depot, INC	4196752762001	28 - Adjustable-Height Footrest	Paid by EFT # 33436	01/14/2020	01/24/2020 23.49
5819 - Synchrony Bank	896445676697	28 - 2020 Calendar - ITS Annual Work Plan	Paid by EFT # 33459	01/14/2020	01/24/2020 29.95
		Account 52110 - Office Supplies Totals		2	\$53.44
Account 52420 - Other Supplies					
6530 - Office Depot, INC	422413759001	28-desktop storage (2)-GIS office	Paid by EFT # 33436	01/14/2020	01/24/2020 71.98
6530 - Office Depot, INC	422413758001	28-2 bookcases-GIS Office	Paid by EFT # 33436	01/14/2020	01/24/2020 233.98
6530 - Office Depot, INC	420317990001	28-2 tlegs-caster sets, storage cabinet-GIS	Paid by EFT # 33436	01/14/2020	01/24/2020 463.97
53442 - Paragon Micro, INC	890921	28 - Switches for Bench Room	Paid by EFT # 33439	01/14/2020	01/24/2020 334.95
		Account 52420 - Other Supplies Totals		4	\$1,104.88
Account 53170 - Mgt. Fee, Consultants, and Workshops					
6765 - Berry Dunn McNeil & Parker, LLC	386358	28-IT Strategic Plan Development-Inv. date	Paid by EFT # 33325	01/14/2020	01/24/2020 1,280.00
		Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	\$1,280.00
Account 53640 - Hardware and Software Maintenance					
5444 - Tyler Technologies, INC	045-282512	28 - Tyler NWS ERP Core System and	Paid by EFT # 33469	01/14/2020	01/24/2020 28,851.60
		Account 53640 - Hardware and Software Maintenance Totals		1	\$28,851.60
Account 53910 - Dues and Subscriptions					
5786 - Promevo, LLC	137274	28 - G Suite Basice User License Annual Renewal	Paid by EFT # 33445	01/14/2020	01/24/2020 46,872.00
		Account 53910 - Dues and Subscriptions Totals		1	\$46,872.00
		Program 280000 - Main Totals		9	\$78,161.92
		Department 28 - ITS Totals		9	\$78,161.92
		Fund 101 - General Fund (S0101) Totals		122	\$227,386.22
Fund 270 - CC Jack Hopkins NR17-42 (S0011)					
Department 05 - Common Council					
Program 050000 - Main					
Account 53960 - Grants					
179 - Special Olympics Indiana, INC	1/5/2020	15-JH19 Grant-7 uniforms-rhythmic	Paid by EFT # 33455	01/14/2020	01/24/2020 758.34
		Account 53960 - Grants Totals		1	\$758.34
		Program 050000 - Main Totals		1	\$758.34
		Department 05 - Common Council Totals		1	\$758.34
		Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals		1	\$758.34
Fund 312 - Community Services					
Department 09 - CFRD					
Program G19001 - 2018 ADA Ride Hailing					
Account 53170 - Mgt. Fee, Consultants, and Workshops					
7137 - Dominique Dickerson	101DD	09-Ride Hailing Training- Ride Hailing Program	Paid by EFT # 33355	01/14/2020	01/24/2020 112.00
7138 - Elly Rutkowski	101ER	09-Ride Hailing Training- Ride Hailing Program	Paid by EFT # 33450	01/14/2020	01/24/2020 112.00
7163 - Claudia Corina Valdivia	101CV	09-Ride Hailing Training- Ride Hailing Program	Paid by EFT # 33471	01/14/2020	01/24/2020 212.00
		Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		3	\$436.00



Board of Public Works Claim Register

Invoice Date Range 01/13/20 - 01/24/20

						\$436.00
Program G19001 - 2018 ADA Ride Hailing Totals						3
Department 09 - CFRD Totals						3
Fund 312 - Community Services Totals						3
						\$436.00
Fund 401 - Non-Reverting Telecom (S1146)						
Department 25 - Telecommunications						
Program 254000 - Infrastructure						
Account 54420 - Purchase of Equipment						
6728 - Precision Quality Contracting, LLC	INCOBSHOWERS 211	25 - Fiber Move/Installation for	Paid by EFT # 33442	01/14/2020	01/24/2020	8,335.65
Account 54420 - Purchase of Equipment Totals						1
						\$8,335.65
Account 54450 - Equipment						
6222 - Apple, INC	AB22015310	25 - Capital Replacement - Civil City -	Paid by EFT # 33319	01/14/2020	01/24/2020	2,349.00
Account 54450 - Equipment Totals						1
						\$2,349.00
Program 254000 - Infrastructure Totals						2
						\$10,684.65
Program 256000 - Services						
Account 53980 - Community Access TV/Radio						
64 - Monroe County Public Library	MCPL-1/10/2020	25-2020 CATS-January thru March 2020	Paid by EFT # 33425	01/14/2020	01/24/2020	111,706.50
Account 53980 - Community Access TV/Radio Totals						1
						\$111,706.50
Program 256000 - Services Totals						1
						\$111,706.50
Department 25 - Telecommunications Totals						3
						\$122,391.15
Fund 401 - Non-Reverting Telecom (S1146) Totals						3
						\$122,391.15
Fund 450 - Local Road and Street(S0706)						
Department 20 - Street						
Program 200000 - Main						
Account 53520 - Street Lights / Traffic Signals						
223 - Duke Energy	88003920016- 0120	02-114 N Walnut St (alley)-street light chqs.-	Paid by Check # 71070	01/13/2020	01/13/2020	4.94
223 - Duke Energy	28603930012- 0120	02-4th&WA-metered surface lot-elec. bill-bill	Paid by Check # 71068	01/13/2020	01/13/2020	22.99
223 - Duke Energy	38103924011- 0120	02-2200 W. Tapp Rd- elec chqs-bill date	Paid by Check # 71069	01/13/2020	01/13/2020	4.45
223 - Duke Energy	90003938017- 0120	02-W. 11th/Rogers/Fairview-	Paid by Check # 71071	01/13/2020	01/13/2020	11.96
223 - Duke Energy	39103921019- 0120	02-Middle Way House- elec. bill-1/6/20-#3910-	Paid by Check # 71072	01/13/2020	01/13/2020	9.02
223 - Duke Energy	78603930010- 0120	02-4th&Dunn-surface lot- elec. chqs & equip costs-	Paid by Check # 71073	01/13/2020	01/13/2020	27.36
223 - Duke Energy	76403747021- 0120	02-420 E. 19th-HAWK Signal-elec. bill 12/3/19-	Paid by Check # 71074	01/13/2020	01/13/2020	13.97
223 - Duke Energy	93603608028- 0120	02-10th & Union-traffic signal chqs 12/7/19-	Edit	01/22/2020		48.81
223 - Duke Energy	93803935015- 0120	02-E. 10th-IN to Union- electric bill-bill date	Edit	01/22/2020		119.81
223 - Duke Energy	TRFSIGNSUM- 0120	02-Traffic Signal Summary electric bill-bill	Edit	01/22/2020		3,108.51
223 - Duke Energy	STLGHTSUM- 010820	02-Street Light Summary Electric bill-bill	Edit	01/22/2020		35,032.50
Account 53520 - Street Lights / Traffic Signals Totals						11
						\$38,404.32
Program 200000 - Main Totals						11
						\$38,404.32
Department 20 - Street Totals						11
						\$38,404.32
Fund 450 - Local Road and Street(S0706) Totals						11
						\$38,404.32
Fund 451 - Motor Vehicle Highway(S0708)						
Department 20 - Street						
Program 200000 - Main						
Account 52420 - Other Supplies						
409 - Black Lumber Co. INC	424962	20-Pager batteries-2 16pk AAA Alkaline	Paid by EFT # 33327	01/14/2020	01/24/2020	31.98
409 - Black Lumber Co. INC	426185	20-2 bottles lemon dish soap for building-1/2/20	Paid by EFT # 33327	01/14/2020	01/24/2020	3.00
409 - Black Lumber Co. INC	425297	20-4 do-it shovels LHSP- 12/18/19	Paid by EFT # 33327	01/14/2020	01/24/2020	39.96
409 - Black Lumber Co. INC	425413	20-Brine machine-hooks & eyes, screen door pul-	Paid by EFT # 33327	01/14/2020	01/24/2020	3.58
313 - Fastenal Company	INBLM216179	20-safety supplies- purple gloves-12/12/19	Paid by EFT # 33368	01/14/2020	01/24/2020	8.00
313 - Fastenal Company	INBLM216231	20-safety supplies- safety glasses, gloves,	Paid by EFT # 33368	01/14/2020	01/24/2020	53.87
313 - Fastenal Company	INBLM216272	20-safety supplies- earplugs, safety glasses,	Paid by EFT # 33368	01/14/2020	01/24/2020	116.41
313 - Fastenal Company	INBLM216494	20-safety supplies- earplugs, safety glasses-	Paid by EFT # 33368	01/14/2020	01/24/2020	37.98
313 - Fastenal Company	INBLM216553	20-safety supplies- earplugs, safety glasses,	Paid by EFT # 33368	01/14/2020	01/24/2020	25.83
293 - J&S Locksmith Shop, INC	203780	20-oil for leaf blowers	Paid by EFT # 33401	01/14/2020	01/24/2020	19.58
394 - Kleindorfer Hardware & Variety	641510	20-Brine Machine-brass hose wye, propante	Paid by EFT # 33409	01/14/2020	01/24/2020	100.27
Account 52420 - Other Supplies Totals						11
						\$440.46
Account 53130 - Medical						
231 - Indiana University Health Bloomington, INC	00100460-00	20-D. Sanders-drug screen DOT 5 panel E	Paid by EFT # 33394	01/14/2020	01/24/2020	45.00
231 - Indiana University Health Bloomington, INC	00100459-00	20-I. Drescher-Drug screen DOT 5 Panel E	Paid by EFT # 33394	01/14/2020	01/24/2020	45.00
Account 53130 - Medical Totals						2
						\$90.00
Account 53250 - Pagers						
332 - Indiana Paging Network, INC	14110423	20-Paging Service for Snow Control-January	Paid by EFT # 33392	01/14/2020	01/24/2020	92.56



Board of Public Works Claim Register

Invoice Date Range 01/13/20 - 01/24/20

				Account 53250 - Pagers Totals	1	\$92.56
<hr/>						
Account 53530 - Water and Sewer						
208 - City Of Bloomington Utilities	TRAFFIC-DEC 2019	19-Traffic Dept-water/sewer bill-	Edit	01/22/2020		30.58
208 - City Of Bloomington Utilities	STREET-DEC 2019	19-Street Dept-water/sewer bill-	Edit	01/22/2020		196.68
				Account 53530 - Water and Sewer Totals	2	\$227.26
<hr/>						
Account 53540 - Natural Gas						
6769 - EDF, INC (EDF Energy Services)	100423ES	06-CityFacNaturalGasComm	Paid by EFT #	01/14/2020	01/24/2020	415.46
222 - Vectren	52418247-010720	19-Street Dept-gas bill	Edit	01/22/2020		169.97
222 - Vectren	52414143-010720	19-Traffic Bldg-gas bill	Edit	01/22/2020		135.88
				Account 53540 - Natural Gas Totals	3	\$721.31
<hr/>						
Account 53630 - Machinery and Equipment Repairs						
293 - J&S Locksmith Shop, INC	203758	20-repair blower-spark plug, air filter, gasket-	Paid by EFT #	01/14/2020	01/24/2020	71.31
				Account 53630 - Machinery and Equipment Repairs Totals	1	\$71.31
<hr/>						
Account 53920 - Laundry and Other Sanitation Services						
19171 - Aramark Uniform & Career Apparel Group, INC	1824171913	20-uniform rental (minus payroll ded)-	Paid by EFT #	01/14/2020	01/24/2020	16.84
19171 - Aramark Uniform & Career Apparel Group, INC	1824180906	20-uniform rental (minus payroll ded)-	Paid by EFT #	01/14/2020	01/24/2020	16.84
19171 - Aramark Uniform & Career Apparel Group, INC	1824189913	20-uniform rental (minus payroll ded)-	Paid by EFT #	01/14/2020	01/24/2020	16.84
19171 - Aramark Uniform & Career Apparel Group, INC	1824189914	20-mat/towel service-1/1/20	Paid by EFT #	01/14/2020	01/24/2020	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	1824162823	20-uniform rental (minus payroll ded)-	Paid by EFT #	01/14/2020	01/24/2020	16.84
19171 - Aramark Uniform & Career Apparel Group, INC	1824171914	20-mat/towel service-12/18/19	Paid by EFT #	01/14/2020	01/24/2020	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	824180907	20-mat/towel service-12/25/19	Paid by EFT #	01/14/2020	01/24/2020	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	1824198897	20-uniform rental (minus payroll ded)-	Paid by EFT #	01/14/2020	01/24/2020	17.82
19171 - Aramark Uniform & Career Apparel Group, INC	1824198898	20-mat/towel service-1/8/20	Paid by EFT #	01/14/2020	01/24/2020	34.28
				Account 53920 - Laundry and Other Sanitation Services Totals	9	\$222.30
<hr/>						
Account 53990 - Other Services and Charges						
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	0000401382	20 -Two Way Radio Service Contract-	Paid by EFT #	01/14/2020	01/24/2020	2,321.25
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	0000401383	20 -Two Way Radio Service Contract-	Paid by EFT #	01/14/2020	01/24/2020	572.05
902 - Indiana Underground Plant Protection Service, INC	80885	20-IN 811 calls, monthly tickets-November 2019-	Paid by EFT #	01/14/2020	01/24/2020	483.55
351 - Young Trucking, INC	104224	20-Hauling Services for Paver to Indy-11/26/19	Paid by EFT #	01/14/2020	01/24/2020	400.00
				Account 53990 - Other Services and Charges Totals	4	\$3,776.85
				Program 200000 - Main Totals	33	\$5,642.05
				Department 20 - Street Totals	33	\$5,642.05
				Fund 451 - Motor Vehicle Highway(S0708) Totals	33	\$5,642.05
<hr/>						
Fund 452 - Parking Facilities(S9502)						
Department 26 - Parking						
Program 260000 - Main						
Account 52110 - Office Supplies						
6530 - Office Depot, INC	419553109001	26-Guide, card 6x9 A-Z for parking operations	Paid by EFT #	01/14/2020	01/24/2020	27.18
8002 - Safeguard Business Systems, INC	033855051	26-Deposit Tickets for Parking Garage	Paid by EFT #	01/14/2020	01/24/2020	130.52
				Account 52110 - Office Supplies Totals	2	\$157.70
<hr/>						
Account 53530 - Water and Sewer						
208 - City Of Bloomington Utilities	MRTNGAR-DEC 19	19-Morton St Garage-water/sewer bill-	Edit	01/22/2020		37.49
				Account 53530 - Water and Sewer Totals	1	\$37.49
<hr/>						
Account 53610 - Building Repairs						
392 - Koorsen Fire & Security, INC	4979597	26-Quarterly Billing for Fire Alarm Inspection	Paid by EFT #	01/14/2020	01/24/2020	125.97
227 - Otis Elevator Company	CBN16081001	26-Roll Car Repair and Switch Repair in Morton	Paid by EFT #	01/14/2020	01/24/2020	1,381.00
				Account 53610 - Building Repairs Totals	2	\$1,506.97
<hr/>						
Account 53840 - Lease Payments						
512 - 7th & Walnut , LLC	RENT-FEB 2020	26-Walnut St Garage-February 2020 rent	Paid by EFT #	01/14/2020	01/24/2020	18,759.98
3887 - Mercury Development Group, LLC	209	26-Morton St Garage-February 2020 qaraqe	Paid by EFT #	01/14/2020	01/24/2020	38,035.85
				Account 53840 - Lease Payments Totals	2	\$56,795.83
				Program 260000 - Main Totals	7	\$58,497.99
				Department 26 - Parking Totals	7	\$58,497.99
				Fund 452 - Parking Facilities(S9502) Totals	7	\$58,497.99
<hr/>						
Fund 454 - Alternative Transport(S6301)						
Department 13 - Planning						
Program 130000 - Main						
Account 54310 - Improvements Other Than Building						
5149 - E&B Paving, INC	35190308-3	13 - Moores Pike Sidewalk (CN)-11/22-	Paid by EFT #	01/14/2020	01/24/2020	33,127.58
18844 - First Financial Bank, N.A.	35190308-3-Esc	13 - Moores Pike Sidewalk (CN)-Escrow-	Paid by Check # 71094	01/14/2020	01/24/2020	1,743.56



Board of Public Works Claim Register

Invoice Date Range 01/13/20 - 01/24/20

204 - State Of Indiana	000056743	13-School Zone Enhancement-DES	Paid by Check # 71111	01/14/2020	01/24/2020	26,912.25
		Account 54310 - Improvements Other Than Building		Totals	3	\$61,783.39
		Program 130000 - Main		Totals	3	\$61,783.39
		Department 13 - Planning		Totals	3	\$61,783.39
		Fund 454 - Alternative Transport(\$6301)		Totals	3	\$61,783.39
Fund 600 - Cum Cap Improvement (CIG)(S2379)						
Department 02 - Public Works						
Program 020000 - Main						
Account 52330 - Street , Alley, and Sewer Material						
19278 - Milestone Contractors, LP	129378	20-Cold Mix for patching-55.48 tons-12/17-	Paid by EFT # 33424	01/14/2020	01/24/2020	6,657.60
		Account 52330 - Street , Alley, and Sewer Material		Totals	1	\$6,657.60
		Program 020000 - Main		Totals	1	\$6,657.60
		Department 02 - Public Works		Totals	1	\$6,657.60
		Fund 600 - Cum Cap Improvement (CIG)(S2379)		Totals	1	\$6,657.60
Fund 601 - Cum Cap Development(S2391)						
Department 02 - Public Works						
Program 020000 - Main						
Account 52330 - Street , Alley, and Sewer Material						
50944 - Cargill Deicing Techno	2905177213	20-de-icing salt-23.29 tons-1/2/20	Paid by EFT # 33335	01/14/2020	01/24/2020	2,198.81
50944 - Cargill Deicing Techno	2905182946	20-de-icing salt-102.37 tons-1/6/20	Paid by EFT # 33335	01/14/2020	01/24/2020	9,664.76
50944 - Cargill Deicing Techno	2905179484	20-de-icing salt-148.93 tons-1/3/20	Paid by EFT # 33335	01/14/2020	01/24/2020	14,060.48
		Account 52330 - Street , Alley, and Sewer Material		Totals	3	\$25,924.05
Account 53110 - Engineering and Architectural						
399 - American Structurepoint, INC	122523	13-Adams St. Sidewalk & Intersection Proj-serv	Paid by EFT # 33317	01/14/2020	01/24/2020	12,800.00
		Account 53110 - Engineering and Architectural		Totals	1	\$12,800.00
		Program 020000 - Main		Totals	4	\$38,724.05
		Department 02 - Public Works		Totals	4	\$38,724.05
		Fund 601 - Cum Cap Development(S2391)		Totals	4	\$38,724.05
Fund 730 - Solid Waste (S6401)						
Department 16 - Sanitation						
Program 160000 - Main						
Account 43370 - Other Sales						
204 - State Of Indiana	Dec 2019 Sal Tax	18-December 2019 Sales Tax	Edit	01/17/2020		9.11
		Account 43370 - Other Sales		Totals	1	\$9.11
Account 52420 - Other Supplies						
53005 - Menards, INC	40955	16-shovels, post hole diggers, 3 mail box	Paid by Check # 71100	01/14/2020	01/24/2020	74.66
		Account 52420 - Other Supplies		Totals	1	\$74.66
Account 53130 - Medical						
231 - Indiana University Health Bloomington, INC	00101026-00	16-B. Elkins-Drug screen DOT 5 Panel E	Paid by EFT # 33394	01/14/2020	01/24/2020	45.00
231 - Indiana University Health Bloomington, INC	00101027-00	16-J. McIntire-Drug screen DOT 5 Panel E	Paid by EFT # 33394	01/14/2020	01/24/2020	45.00
231 - Indiana University Health Bloomington, INC	00101028-00	16-R. Pfeiffer-drug screen DOT 5 Panel E	Paid by EFT # 33394	01/14/2020	01/24/2020	45.00
		Account 53130 - Medical		Totals	3	\$135.00
Account 53240 - Freight / Other						
7146 - Routeware, INC	INV-000599	16-Shipping Charges for Truck Tablets	Paid by EFT # 33448	01/14/2020	01/24/2020	535.00
		Account 53240 - Freight / Other		Totals	1	\$535.00
Account 53530 - Water and Sewer						
208 - City Of Bloomington Utilities	SANIT-DEC 2019	19-Sanitation-water/sewer bill-	Edit	01/22/2020		177.73
		Account 53530 - Water and Sewer		Totals	1	\$177.73
Account 53540 - Natural Gas						
222 - Vectren	50195440-010320	16-Sanitation-gas bill 12/3/19-1/3/20	Paid by Check # 71087	01/13/2020	01/13/2020	172.49
6769 - EDF, INC (EDF Energy Services)	100423ES	06-CityFacNaturalGasComm	Paid by EFT # 33362	01/14/2020	01/24/2020	216.66
		Account 53540 - Natural Gas		Totals	2	\$389.15
Account 53920 - Laundry and Other Sanitation Services						
19171 - Aramark Uniform & Career Apparel Group, INC	1824171907	16-uniform rental (minus payroll ded)-	Paid by EFT # 33320	01/14/2020	01/24/2020	12.96
19171 - Aramark Uniform & Career Apparel Group, INC	1824171908	16-mat/towel service-12/18/19	Paid by EFT # 33320	01/14/2020	01/24/2020	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	1824180900	16-uniform rental (minus payroll ded)-	Paid by EFT # 33320	01/14/2020	01/24/2020	12.96
19171 - Aramark Uniform & Career Apparel Group, INC	1824180901	16-mat/towel service-12/25/19	Paid by EFT # 33320	01/14/2020	01/24/2020	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	1824189907	16-uniform rental (minus payroll ded)-	Paid by EFT # 33320	01/14/2020	01/24/2020	13.14
19171 - Aramark Uniform & Career Apparel Group, INC	1824189908	16-mat/towel service-1/1/20	Paid by EFT # 33320	01/14/2020	01/24/2020	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	1824198891	16-uniform rental (minus payroll ded)-	Paid by EFT # 33320	01/14/2020	01/24/2020	13.42
19171 - Aramark Uniform & Career Apparel Group, INC	1824198892	16-mat/towel service-1/8/20	Paid by EFT # 33320	01/14/2020	01/24/2020	32.26
		Account 53920 - Laundry and Other Sanitation Services		Totals	8	\$181.52

Account 53950 - Landfill



Board of Public Works Claim Register

Invoice Date Range 01/13/20 - 01/24/20

52226 - Hoosier Transfer Station-3140	3140-000017127	16-recycling fees - 12/2-12/12/19	Paid by EFT # 33385	01/14/2020	01/24/2020	3,480.83
52226 - Hoosier Transfer Station-3140	3140-000017123	16-trash disposal fees- 12/2-12/14/19	Paid by EFT # 33385	01/14/2020	01/24/2020	12,714.24
10330 - Kevin R Huntley (Green Earth Recyclina & Compost)	733	16-yard waste- 12/1-12/18/19-5 loads	Paid by EFT # 33387	01/14/2020	01/24/2020	110.00
Account 53950 - Landfill Totals						3 \$16,305.07
Account 53990 - Other Services and Charges						
4474 - Ken's Westside Service & Towing, LLC	19-1217-36764	16-Towing for Yardwaste Truck	Paid by EFT # 33405	01/14/2020	01/24/2020	250.00
Account 53990 - Other Services and Charges Totals						1 \$250.00
Program 160000 - Main Totals						21 \$18,057.24
Department 16 - Sanitation Totals						21 \$18,057.24
Fund 730 - Solid Waste (S6401) Totals						21 \$18,057.24
Fund 800 - Risk Management (S0203)						
Department 10 - Legal						
Program 100000 - Main						
Account 53130 - Medical						
6358 - Justin L White	24668884	10 2020 cdl physical reimbursement white	Paid by EFT # 33475	01/14/2020	01/24/2020	97.00
Account 53130 - Medical Totals						1 \$97.00
Account 53420 - Worker's Comp & Risk						
2618 - Southeastern Indiana Health Operations, INC (SIHO)	20205	10-Siho-TTD - Sheldon Kinser - 20205	Paid by EFT # 33304	01/16/2020	01/16/2020	97.68
Account 53420 - Worker's Comp & Risk Totals						1 \$97.68
Program 100000 - Main Totals						2 \$194.68
Department 10 - Legal Totals						2 \$194.68
Fund 800 - Risk Management(S0203) Totals						2 \$194.68
Fund 801 - Health Insurance Trust						
Department 12 - Human Resources						
Program 120000 - Main						
Account 53990 - Other Services and Charges						
3977 - Cigna Health & Life Insurance Company	2587896	12-January 2020 Dental Vision Admin \$9,686.33	Paid by EFT # 33340	01/14/2020	01/24/2020	2,076.30
18539 - Life Insurance Company Of North America	Dec 2019	12-December 2019 LINA \$35,091.06	Paid by EFT # 33412	01/14/2020	01/24/2020	4,256.80
Account 53990 - Other Services and Charges Totals						2 \$6,333.10
Account 53990.1278 - Other Services and Charges Disability LTD						
18539 - Life Insurance Company Of North America	Dec 2019	12-December 2019 LINA \$35,091.06	Paid by EFT # 33412	01/14/2020	01/24/2020	6,305.89
Account 53990.1278 - Other Services and Charges Disability LTD Totals						1 \$6,305.89
Program 120000 - Main Totals						3 \$12,638.99
Department 12 - Human Resources Totals						3 \$12,638.99
Fund 801 - Health Insurance Trust Totals						3 \$12,638.99
Fund 802 - Fleet Maintenance(S9500)						
Department 17 - Fleet Maintenance						
Program 170000 - Main						
Account 52110 - Office Supplies						
6530 - Office Depot, INC	419099038001	17-correction fluid-4	Paid by EFT # 33436	01/14/2020	01/24/2020	1.00
6530 - Office Depot, INC	419099037001	17-rulers, sandwich baqs, wipes, eyeqlass	Paid by EFT # 33436	01/14/2020	01/24/2020	72.82
Account 52110 - Office Supplies Totals						2 \$73.82
Account 52230 - Garage and Motor Supplies						
4693 - Monroe County Tire & Supply, INC	044889	17-#764 Tires-4 LT265/70R17	Paid by EFT # 33426	01/14/2020	01/24/2020	721.00
Account 52230 - Garage and Motor Supplies Totals						1 \$721.00
Account 52240 - Fuel and Oil						
349 - White River Cooperative, INC	5712900	17-Unleaded Fuel-87 regular-8,101 qallons	Paid by EFT # 33477	01/14/2020	01/24/2020	17,727.42
349 - White River Cooperative, INC	5712836	17- diesel fuel -PDX4-7,353 qallons	Paid by EFT # 33477	01/14/2020	01/24/2020	18,794.27
Account 52240 - Fuel and Oil Totals						2 \$36,521.69
Account 52320 - Motor Vehicle Repair						
4336 - American Eagle Auto Glass of Terre Haute, INC	TH0086909	17-#787 rear window install	Paid by EFT # 33314	01/14/2020	01/24/2020	210.00
4135 - Andy Mohr Truck Center	1252138X1	17- DEF Hose	Paid by EFT # 33318	01/14/2020	01/24/2020	207.78
4135 - Andy Mohr Truck Center	1252138	17- DEF Hose - 12/16/19	Paid by EFT # 33318	01/14/2020	01/24/2020	227.78
244 - Bloomington Ford, INC	5068051	17 - #843 heating and a/c parts	Paid by EFT # 33331	01/14/2020	01/24/2020	395.35
244 - Bloomington Ford, INC	5068013	17-Brake Line Part	Paid by EFT # 33331	01/14/2020	01/24/2020	21.71
244 - Bloomington Ford, INC	5068158	17-#p133 boots,	Paid by EFT # 33331	01/14/2020	01/24/2020	102.55
244 - Bloomington Ford, INC	6172161/1	gaskets, spark plugs and 17 R/R injectors, egr	Paid by EFT # 33331	01/14/2020	01/24/2020	1,951.09
244 - Bloomington Ford, INC	6172589/1	and misc.-inc. labor	Paid by EFT # 33331	01/14/2020	01/24/2020	860.30
244 - Bloomington Ford, INC	5067933	17-Repair of City Vehicle #211	Paid by EFT # 33331	01/14/2020	01/24/2020	(1.88)
244 - Bloomington Ford, INC	5067978	17-parts return credit- Inv. No 5067923	Paid by EFT # 33331	01/14/2020	01/24/2020	41.30
244 - Bloomington Ford, INC	5067979	17- mirror	Paid by EFT # 33331	01/14/2020	01/24/2020	63.89
244 - Bloomington Ford, INC	5067979	17 damper assembly, bolt, and nut	Paid by EFT # 33331	01/14/2020	01/24/2020	63.89
941 - Central Indiana Truck Equipment Corporation	27311	17- filter and breather-inc. labor	Paid by EFT # 33339	01/14/2020	01/24/2020	124.85



Board of Public Works Claim Register

Invoice Date Range 01/13/20 - 01/24/20

594 - Curry Auto Center, INC	5090678	17-#811 battery tray	Paid by EFT # 33352	01/14/2020	01/24/2020	29.93
4046 - Heritage-Crystal Clean, INC	16038242	17 - antifreeze	Paid by EFT # 33383	01/14/2020	01/24/2020	211.73
796 - Interstate Battery System of Bloomington, INC	148485	17 - batteries-4 MTP-65HD	Paid by EFT # 33399	01/14/2020	01/24/2020	389.00
796 - Interstate Battery System of Bloomington, INC	148483	17 - batteries-1 MTP-94R/H7	Paid by EFT # 33399	01/14/2020	01/24/2020	128.75
796 - Interstate Battery System of Bloomington, INC	400198437	17-batteries-1 MTP-67R	Paid by EFT # 33399	01/14/2020	01/24/2020	99.95
796 - Interstate Battery System of Bloomington, INC	400198131	17-batteries-2 DRY0070 & 2 DRY0075	Paid by EFT # 33399	01/14/2020	01/24/2020	38.00
796 - Interstate Battery System of Bloomington, INC	30044758	17-batteries-1 MT-34, 1 MT-78, 3 MTP-65HD, 1	Paid by EFT # 33399	01/14/2020	01/24/2020	577.00
796 - Interstate Battery System of Bloomington, INC	500091478	17-batteries-2 8D-MHD	Paid by EFT # 33399	01/14/2020	01/24/2020	386.30
11672 - Jack Doheny Companies, INC	C35145	17- leafer parts for repair 12/16/19	Paid by EFT # 33402	01/14/2020	01/24/2020	2,650.04
5260 - M&K Holding CO. (M&K Quality Truck Sales)	400065IN	17-#958 Mirror	Paid by EFT # 33416	01/14/2020	01/24/2020	206.64
2974 - MacAllister Machinery Co, INC	P2248272	17 - Stock bucket teeth, retainers and pins	Paid by EFT # 33418	01/14/2020	01/24/2020	71.58
2974 - MacAllister Machinery Co, INC	P2248139	17 - Stock bucket teeth, retainers and pins	Paid by EFT # 33418	01/14/2020	01/24/2020	180.64
680 - NCH Corporation- Partsmaster	23498569	17-crimp cable connect-10	Paid by EFT # 33433	01/14/2020	01/24/2020	29.51
680 - NCH Corporation- Partsmaster	23496714	17-stock-washers, cap screws, battery	Paid by EFT # 33433	01/14/2020	01/24/2020	415.53
16069 - Palmer Trucks, INC	I221827	17-Sensor Part	Paid by EFT # 33438	01/14/2020	01/24/2020	55.60
16069 - Palmer Trucks, INC	I223467	17-#772 turbocharger actuator	Paid by EFT # 33438	01/14/2020	01/24/2020	433.24
16069 - Palmer Trucks, INC	I224267	17-core credit-Invoice I223467	Paid by EFT # 33438	01/14/2020	01/24/2020	(156.25)
16069 - Palmer Trucks, INC	I222311	17-#774 injection pipe	Paid by EFT # 33438	01/14/2020	01/24/2020	41.60
5952 - Reading Midwest Distribution, LLC	S450002458	17- Winch Motor	Paid by Check # 71106	01/14/2020	01/24/2020	750.00
476 - Southern Indiana Parts, INC (Napa Auto Parts)	PARTS-DEC 2019	17-parts & tools- December 2019	Paid by EFT # 33454	01/14/2020	01/24/2020	3,988.56
337 - Stansifer Radio Co, INC	34499	17 - 239 electrical connectors	Paid by EFT # 33456	01/14/2020	01/24/2020	14.92
54351 - Sternberg, INC	946744	17-#332 vgt actuator and grommets-pump kit	Paid by EFT # 33458	01/14/2020	01/24/2020	241.92
54351 - Sternberg, INC	946747	17-#332 vgt actuator and grommets-sleeve	Paid by EFT # 33458	01/14/2020	01/24/2020	11.61
54351 - Sternberg, INC	946748	17-core return-Inv. #946744	Paid by EFT # 33458	01/14/2020	01/24/2020	(60.00)
4139 - Temco Machinery, INC (Global Emergency Products)	AG71809	17- speedometer	Paid by EFT # 33461	01/14/2020	01/24/2020	380.87
4139 - Temco Machinery, INC (Global Emergency Products)	AG73164	17-#396 valve assy	Paid by EFT # 33461	01/14/2020	01/24/2020	368.30
4139 - Temco Machinery, INC (Global Emergency Products)	AG73757	17-#396 grab bar hardware	Paid by EFT # 33461	01/14/2020	01/24/2020	523.75
4139 - Temco Machinery, INC (Global Emergency Products)	AG73869	17-#396 grab bars, ends	Paid by EFT # 33461	01/14/2020	01/24/2020	752.90
4139 - Temco Machinery, INC (Global Emergency Products)	AG74204	17-#396/stock	Paid by EFT # 33461	01/14/2020	01/24/2020	151.88
6216 - Terminal Supply, INC	95011-00	17-stock lighting-LED red, oval red STT, high	Paid by EFT # 33462	01/14/2020	01/24/2020	1,188.63
6216 - Terminal Supply, INC	94778-00	17-lighting and bits	Paid by EFT # 33462	01/14/2020	01/24/2020	2,077.35
582 - Town & Country Chrysler Dodge Jeep, INC	5066700	17 - #815 door hinges	Paid by EFT # 33467	01/14/2020	01/24/2020	315.68
582 - Town & Country Chrysler Dodge Jeep, INC	5066745	17-core return credit-Inv. #5066738	Paid by EFT # 33467	01/14/2020	01/24/2020	(50.00)
582 - Town & Country Chrysler Dodge Jeep, INC	5066738	17-#856 power steering pump and valve	Paid by EFT # 33467	01/14/2020	01/24/2020	298.80
4606 - Truck Service, INC	01P1298	17 - #335 u bolts, rods, nuts and washers	Paid by EFT # 33468	01/14/2020	01/24/2020	157.96
4856 - United Rotary Brush	C1244781	17- Brushes	Paid by EFT # 33470	01/14/2020	01/24/2020	1,777.20
2096 - West Side Tractor Sales CO.	B33914	17 - #855 fuel cap	Paid by EFT # 33473	01/14/2020	01/24/2020	91.60
2096 - West Side Tractor Sales CO.	B34059	17-#866 hyd line	Paid by EFT # 33473	01/14/2020	01/24/2020	153.31
Account 52320 - Motor Vehicle Repair Totals				50		\$23,128.75
Account 52420 - Other Supplies						
4918 - HELM, INC	INV10047923	17 -Ford Program	Paid by EFT # 33382	01/14/2020	01/24/2020	2,750.00
4887 - Mitchell Repair Information Co, LLC	23765788	17- shop key program	Paid by Check # 71101	01/14/2020	01/24/2020	3,595.34
1548 - Safety Shoe Distributors, INC	I100-10012632FLE	17-Winter clothing-11/27/19	Paid by EFT # 33452	01/14/2020	01/24/2020	529.95
476 - Southern Indiana Parts, INC (Napa Auto Parts)	PARTS-DEC 2019	17-parts & tools- December 2019	Paid by EFT # 33454	01/14/2020	01/24/2020	8,088.93
2096 - West Side Tractor Sales CO.	I63742	17- JD Link	Paid by EFT # 33473	01/14/2020	01/24/2020	900.00
2096 - West Side Tractor Sales CO.	I63737	17- JD Link - 12/9/19	Paid by EFT # 33473	01/14/2020	01/24/2020	300.00
Account 52420 - Other Supplies Totals				6		\$16,164.22
Account 53240 - Freight / Other						
4487 - PMB East, INC (PakMail)	25847	17 - shipping to return parts to Best Equip-	Paid by Check # 71104	01/14/2020	01/24/2020	14.38
Account 53240 - Freight / Other Totals				1		\$14.38



Board of Public Works Claim Register

Invoice Date Range 01/13/20 - 01/24/20

Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	FLEET-DEC 2019	19-Fleet Maint-water/sewer bill-	Edit	01/22/2020			128.07	
Account 53530 - Water and Sewer Totals							1	<u>128.07</u>
Account 53540 - Natural Gas								
6769 - EDF, INC (EDF Energy Services)	100423ES	06-CityFacNaturalGasComm	Paid by EFT #	01/14/2020	01/24/2020		388.42	
222 - Vectren	51863666-010720	19-Fleet Maint-gas bill 12/5/19-1/7/20	Edit	01/22/2020			267.22	
Account 53540 - Natural Gas Totals							2	<u>\$655.64</u>
Account 53620 - Motor Repairs								
4336 - American Eagle Auto Glass of Terre Haute, INC	TH0086909	17-#787 rear window install	Paid by EFT #	01/14/2020	01/24/2020		20.00	
244 - Bloomington Ford, INC	6172161/1	17 R/R injectors, egr and misc.-inc. labor	Paid by EFT #	01/14/2020	01/24/2020		1,375.50	
244 - Bloomington Ford, INC	6172589/1	17-Repair of City Vehicle #211	Paid by EFT #	01/14/2020	01/24/2020		979.27	
941 - Central Indiana Truck Equipment Corporation	27311	17- filter and breather-inc. labor	Paid by EFT #	01/14/2020	01/24/2020		105.00	
Account 53620 - Motor Repairs Totals							4	<u>\$2,479.77</u>
Account 53920 - Laundry and Other Sanitation Services								
19171 - Aramark Uniform & Career Apparel Group, INC	1824171916	17-uniform rental (minus payroll ded)-	Paid by EFT #	01/14/2020	01/24/2020		15.56	
19171 - Aramark Uniform & Career Apparel Group, INC	1824171915	17-mat/towel service-12/18/19	Paid by EFT #	01/14/2020	01/24/2020		70.08	
Account 53920 - Laundry and Other Sanitation Services Totals							2	<u>\$85.64</u>
Account 54310 - Improvements Other Than Building								
476 - Southern Indiana Parts, INC (Napa Auto Parts)	PARTS-DEC 2019	17-parts & tools-December 2019	Paid by EFT #	01/14/2020	01/24/2020		9,659.49	
3472 - Lucity, INC	62750-7	17 Fleet Software for PW vehicle performance	Paid by EFT #	01/14/2020	01/24/2020		4,662.54	
Account 54310 - Improvements Other Than Building Totals							2	<u>\$14,322.03</u>
Program 170000 - Main Totals							73	<u>\$94,295.01</u>
Department 17 - Fleet Maintenance Totals							73	<u>\$94,295.01</u>
Fund 802 - Fleet Maintenance(\$9500) Totals							73	<u>\$94,295.01</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	2587896	12-January 2020 Dental Vision Admin \$9,686.33	Paid by EFT #	01/14/2020	01/24/2020		7,610.03	
Account 53990.1241 - Other Services and Charges Vision Totals							1	<u>\$7,610.03</u>
Account 53990.1271 - Other Services and Charges Section 125 - URM- City								
17785 - The Howard E. Nyhart Company, INC	01122020daily	12-City/Util URM	Paid by EFT #	01/13/2020	01/13/2020		99.10	
17785 - The Howard E. Nyhart Company, INC	01202020daily	12-City/Util URM	Paid by EFT #	01/13/2020	01/13/2020		1,942.42	
17785 - The Howard E. Nyhart Company, INC	01112020daily	12-City/Util URM	Paid by EFT #	01/13/2020	01/13/2020		165.15	
17785 - The Howard E. Nyhart Company, INC	01132020daily	12-City/Util URM	Paid by EFT #	01/14/2020	01/14/2020		1,278.60	
17785 - The Howard E. Nyhart Company, INC	011420-011520	12-City URM/DDC	Paid by EFT #	01/14/2020	01/14/2020		221.66	
17785 - The Howard E. Nyhart Company, INC	01142020daily	12-City/Util URM	Paid by EFT #	01/15/2020	01/15/2020		746.80	
17785 - The Howard E. Nyhart Company, INC	Daily-01/15/2020	12-Daily Benefits Card Funding Detail-	Paid by EFT #	01/16/2020	01/16/2020		698.32	
17785 - The Howard E. Nyhart Company, INC	011620daily	12-City/Util URM	Edit	01/17/2020			450.88	
17785 - The Howard E. Nyhart Company, INC	011720daily	12-City/Util URM	Edit	01/21/2020			675.95	
17785 - The Howard E. Nyhart Company, INC	011820daily	12-City/Util URM	Edit	01/21/2020			85.00	
17785 - The Howard E. Nyhart Company, INC	011920daily	12-City URM	Edit	01/21/2020			267.15	
17785 - The Howard E. Nyhart Company, INC	012020daily	12-City/Util URM	Edit	01/21/2020			151.81	
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals							12	<u>\$6,782.84</u>
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City								
17785 - The Howard E. Nyhart Company, INC	011420-011520	12-City URM/DDC	Paid by EFT #	01/14/2020	01/14/2020		190.00	
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals							1	<u>\$190.00</u>
Account 53990.1273 - Other Services and Charges Term Life								
18539 - Life Insurance Company Of North America	Dec 2019	12-December 2019 LINA \$35,091.06	Paid by EFT #	01/14/2020	01/24/2020		15,538.93	
Account 53990.1273 - Other Services and Charges Term Life Totals							1	<u>\$15,538.93</u>
Account 53990.1277 - Other Services and Charges Disability STD								
18539 - Life Insurance Company Of North America	Dec 2019	12-December 2019 LINA \$35,091.06	Paid by EFT #	01/14/2020	01/24/2020		8,989.44	
Account 53990.1277 - Other Services and Charges Disability STD Totals							1	<u>\$8,989.44</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util								
17785 - The Howard E. Nyhart Company, INC	01122020daily	12-City/Util URM	Paid by EFT #	01/13/2020	01/13/2020		70.00	
17785 - The Howard E. Nyhart Company, INC	01202020daily	12-City/Util URM	Paid by EFT #	01/13/2020	01/13/2020		25.00	
17785 - The Howard E. Nyhart Company, INC	01112020daily	12-City/Util URM	Paid by EFT #	01/13/2020	01/13/2020		25.00	
17785 - The Howard E. Nyhart Company, INC	01132020daily	12-City/Util URM	Paid by EFT #	01/14/2020	01/14/2020		176.20	



Board of Public Works Claim Register

Invoice Date Range 01/13/20 - 01/24/20

17785 - The Howard E. Nyhart Company, INC 01142020daily	12-City/Util URM	Paid by EFT # 33301	01/15/2020	01/15/2020	25.00	
17785 - The Howard E. Nyhart Company, INC Daily- 01/15/2020	12-Daily Benefits Card	Paid by EFT # 33302	01/16/2020	01/16/2020	102.22	
17785 - The Howard E. Nyhart Company, INC 011620daily	12-City/Util URM	Edit	01/17/2020		95.53	
17785 - The Howard E. Nyhart Company, INC 011720daily	12-City/Util URM	Edit	01/21/2020		55.00	
17785 - The Howard E. Nyhart Company, INC 011820daily	12-City/Util URM	Edit	01/21/2020		218.46	
17785 - The Howard E. Nyhart Company, INC 012020daily	12-City/Util URM	Edit	01/21/2020		40.73	
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals					10 \$833.14	
Account 53990.1283 - Other Services and Charges Health Savings Account						
17785 - The Howard E. Nyhart Company, INC HSAEE-1-16-20	12-HSA EE	Paid by EFT # 33303	01/16/2020	01/16/2020	18,422.65	
Account 53990.1283 - Other Services and Charges Health Savings Account Totals					1 \$18,422.65	
Program 120000 - Main Totals					27 \$58,367.03	
Department 12 - Human Resources Totals					27 \$58,367.03	
Fund 804 - Insurance Voluntary Trust Totals					27 \$58,367.03	
 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	426988	13-3rd & Indiana_Signal Project-serv. 9/28-	Paid by EFT # 33343	01/14/2020	01/24/2020	4,577.18
3663 - WSP USA, INC	913452	13-Sare Rd. Path & Intersection Project-9/7-	Paid by EFT # 33479	01/14/2020	01/24/2020	83,932.43
Account 54510 - Other Capital Outlays Totals					2 \$88,509.61	
Program 06016B - 2016 B Ped/Signal/Intersection Totals					2 \$88,509.61	
 Program 06016C - 2016 C Jackson Trail						
Account 54310 - Improvements Other Than Building						
16 - Butler, Fairman & Seufert, INC	87737	13-Jackson Creek Trail Phase 2_Design-serv.	Paid by EFT # 33333	01/14/2020	01/24/2020	6,616.00
Account 54310 - Improvements Other Than Building Totals					1 \$6,616.00	
Program 06016C - 2016 C Jackson Trail Totals					1 \$6,616.00	
 Program 06016D - 2016 D Multi Use Paths						
Account 54310 - Improvements Other Than Building						
7059 - Eagle Ridge Civil Engineering Services, 153-24 LLC		13-Rogers Road Sidepath-Inv. date	Paid by EFT # 33359	01/14/2020	01/24/2020	1,218.75
7059 - Eagle Ridge Civil Engineering Services, 154-26 LLC		13-Winslow Avenue Sidepath-Inv. date	Paid by EFT # 33359	01/14/2020	01/24/2020	1,258.80
7059 - Eagle Ridge Civil Engineering Services, 153-23 LLC		13-Rogers Road Sidepath-Inv. date	Paid by EFT # 33359	01/14/2020	01/24/2020	650.00
7059 - Eagle Ridge Civil Engineering Services, 154-25 LLC		13-Winslow Avenue Sidepath-Inv. date	Paid by EFT # 33359	01/14/2020	01/24/2020	2,600.00
7059 - Eagle Ridge Civil Engineering Services, 155-23 LLC		13-Henderson Street Sidepath-Inv. date	Paid by EFT # 33359	01/14/2020	01/24/2020	3,250.00
7059 - Eagle Ridge Civil Engineering Services, 155-24 LLC		13-Henderson Street Sidepath-Inv. date	Paid by EFT # 33359	01/14/2020	01/24/2020	7,594.95
Account 54310 - Improvements Other Than Building Totals					6 \$16,572.50	
Program 06016D - 2016 D Multi Use Paths Totals					6 \$16,572.50	
Department 06 - Controller's Office Totals					9 \$111,698.11	
Fund 978 - City 2016 GO Bond Proceeds Totals					9 \$111,698.11	
Grand Totals					323 \$855,932.17	

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/24/2020	Bank Fees Claims Special Utility Claims Month Of Dec HSA/WorkComp/MT & Gym/CIGNA Sales Tax For September 2019 Walnut Street Garage-ANN KRISS				855,932.17
					<u>855,932.17</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 855,932.17

Dated this 21st day of January year of 2020

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 _____