

Board of Public Works Meeting
August 18, 2020



Topic: Board Of Public Works Time: Aug 18, 2020 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

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Meeting ID: 913 2097 7971 Passcode: 312288

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AGENDA
BOARD OF PUBLIC WORKS
August 18, 2020

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, August 18, 2020 at 5:30 p.m.

The City will offer virtual options, including CATS public access television (live and tape- delayed), Facebook Live (facebook.com/citybloomington), Zoom or otherwise. Public comments and questions will be encouraged via bloomington.in.gov rather than in person.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. HEARING ON NOISE APPEAL

1. Appeal of Noise Citation # 41852 at 3425 N. Stoneycrest Road

IV. TITLE VI ENFORCEMENT

V. CONSENT AGENDA

1. Approval of Minutes – August 04, 2020
2. Resolution 2020-38: Approve Mobile Vendor Renewal in Public Right-of-Way (Top Shotta Jerk Chicken, LLC)
3. Resolution 2020-43: Approve Donation and Recycling Surplus from ITS
4. Approve Property Exchange with IU Trustees
5. Resolution 2020-40: Approve Declaration of Surplus Fleet Vehicle
6. Approve Service Agreement with Bounds Flooring for Maintenance and Repair of Flooring and Carpeting at City Hall Facilities
7. Approve Service Agreement with Commercial Service Inc., (CSI) for Maintenance and Repair of HVAC and Plumbing at City Hall Facilities
8. Approval of Payroll

VI. NEW BUSINESS

1. Resolution 2020-37: Approve Order to Remove Structure at 1209 W. 11th Street
2. Approve Preliminary Engineering Contract with Bledsoe Riggert Cooper James for the Smith Road at Moores Pike and the S. Walnut Sidewalk Projects
3. Approve Construction Inspection Contract with Strand Associates, Inc. for Crosswalk Improvements Project
4. Approve Use of Right-of-Way at 1800 N. Walnut by Bloomington IN Properties I, LLC (fka Collegiate Development Group)
5. Resolution 2020-42: Approve Right-of-Way Encroachment Agreement for 1003 E. Hunter Ave.
6. Resolution 2020-39: Approve Mobile Vendor in Public Right-of-Way (Uno Mas Taco Truck, LLC)
7. Approve Seated Scooter Operating Agreement with VeoRide

VII. STAFF REPORTS & OTHER BUSINESS

1. Staff Report for Purchase of Incinerator for Animal Care and Control

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.

STAFF REPORT
NOV APPEAL (noise)

Appellant Information:

Name: Richard Dorothea
Address: 3425 N. StoneyCrest Rd.
Bloomington, IN
Date Appealed:

NOV Information:

Date Issued: August 2, 2020
By: Officer Torrey Wallace
Where: 3425 N. StoneyCrest Rd.
For: unreasonable noise

Attachments:

1. Notice of Violation
2. Officer's Narrative
3. Noise Appeal
4. Proposed Order

Controlling Ordinances and Language:

BMC § 14.09.030(c)(4). It shall be a violation of this chapter to play, use, operate or allow to be played, used, or operated any radio, television, digital media player, loudspeaker, sound amplifier, musical instrument, or any other machine or device for producing or reproducing sound in such a manner that the sound produced persists continuously or intermittently for a period of at least fifteen minutes and can be heard outside the immediate premises from the location of the emitter by a person with normal hearing. *Sound that is clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of nine p.m. and seven a.m., is prima facie evidence of a violation of this section.* (emphasis added)

BMC § 14.09.030(b). Except as otherwise provided in this chapter, it shall be unlawful for any person to cause or make any unreasonable noise or to allow any unreasonable noise to be caused or made in or on any real or personal property occupied or controlled by that person.

BMC § 14.09.070(b). *Any person violating any of the provisions of this chapter, shall, upon a written finding of violation signed by the enforcement officer, be subject to an initial penalty of fifty dollars.* Each day such violation is committed or permitted to continue shall constitute a separate offense. A second violation in any twelve-month period is subject to a fine or penalty of one hundred dollars and subsequent violations within a twelve month period are subject to a fine or penalty of five hundred dollars. (emphasis added)

Discussion:

1. At approximately 11:20 p.m. on 8/2/2020, a noise complaint was issued regarding unreasonable noise at the rental property located at 3425 N. StoneyCrest Rd. (the "Property"). Officer Wallace responded to this noise complaint at 11:40 p.m.
2. Officer Wallace, while walking on the sidewalk along the street, was able to hear clearly audible sound coming from the Property. Officer Wallace was able to hear the sound prior to arriving at the Property and then also walked past the Property and was able to identify that the sound was coming from the Property.
3. Officer Wallace then walked up the sidewalk to the rental home and rang the door bell at the front door. While at the front door Officer Wallace could hear the sound from inside the house and saw a male person walk by the front door.
4. Nobody would come to the front door.
5. Officer Wallace issued ticket #41852 and left said ticket in the front door.
6. Officer Wallace made contact with Ricardo Dorothea who is the owner of the Property who stated that the property is rented by his son, Richard Dorothea.
7. Richard Dorothea timely appealed the NOV.
8. The facts establish that the noise was unreasonable because it was audible from off premises between 9pm and 7am by a person with ordinary hearing.
9. As the renter, he occupies and has control of this property and is, therefore, a person who can and should be held responsible for this violation.

Staff Recommendation:

1. The appeal should be denied.
2. This is Richard Dorothea's first violation of Title 14.09. A first time violator is subject to a fine of \$50.00, in accordance with BMC 14.09.070(b).

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 41852

The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

Day of Week <u>Sunday</u>	Day <u>2</u>	Month <u>Aug</u>	Year <u>2020</u>	Time <u>1155P</u>
Last Name		First	MI	
Street Address <u>3425 N Stonecrest</u>			D.O.B.	
City <u>Bloomington</u>		State <u>IN</u>	Zip Code	
Sex	Race	SSN/OLN		

DID COMMIT THE FOLLOWING OFFENSE:

OR

Excessive Loud Noise

Residence

Vehicle

Contrary to the BMC § 14-09-030

at _____, Bloomington, IN.

Officer's Signature [Signature]

I.D. No.

1666

City of Bloomington, Indiana

Date

8-2-2020

Signature _____

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION



BLOOMINGTON POLICE DEPARTMENT

Officer Report for Incident B20-27698

Nature: NOISE
Location: LB507

Address: 3425 N STONEYCREST RD
BLOOMINGTON IN 47404

Offense Codes: OTNT

Received By: WOLFE A

How Received: T

Agency: BPD

Responding Officers: WALLACE T

Responsible Officer: WALLACE T

Disposition: INA 08/04/20

When Reported: 23:20:19 08/02/20

Occurred Between: 23:20:19 08/02/20 and 23:20:19 08/02/20

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant:

Last:

First:

Mid:

DOB: **/**/**

Dr Lic:

Address:

Race:

Sex:

Phone:

City: ,

Offense Codes

Reported:

Observed:

Additional Offense: OTNT OTH NON-TRAFF CRIME
NOT LISTED

Circumstances

LT20 RESIDENCE OR HOME

Responding Officers:

Unit :

WALLACE T

1666

Responsible Officer: WALLACE T

Agency: BPD

Received By: WOLFE A

Last Radio Log: 00:02:52 08/03/20 CE

How Received: T TELEPHONE

Clearance: R REPORT NEEDED

When Reported: 23:20:19 08/02/20

Disposition: INA **Date:** 08/04/20

Judicial Status:

Occurred between: 23:20:19 08/02/20

Misc Entry:

and: 23:20:19 08/02/20

Modus Operandi:

Description :

Method :

DAY OF WEEK

PREFERRED DAY OF WEEK

SUNDAY

TIME OF DAY

PREFERRED TIME OF DAY

NIGHT

Involvements

Date	Type	Description	
08/04/20	Name	DOROTHEO, RICHARD VARGA IV	INVOLVED
08/03/20	Law Incident	FOLLOW UP B20-27817	CAD
08/03/20	Law Incident	FOLLOW UP B20-27823	CAD
08/04/20	Citation	MUNICIPAL VIOLATION	CITATION

Narrative

NARRATIVE IR - WALLACE #1666

On 08/02/2020, at approximately 11:20 P.M., Dispatch received a noise complainant at 3425 N. Stoneycrest Rd. The complainant advised there was loud music and possibly a party. I responded to this complainant at 11:40 P.M.

I knew that I had been to this residence previously for the same complaint of music. While responding, I looked at the call for service history involving 3425 N. Stoneycrest Rd. and found that this was the 6th time since July 15th, 2020, that officers responded to a noise complainant at this residence.

When I arrived at the residence I was able to hear music coming from the basement portion of the residence, while walking on the sidewalk. I attempted to make contact with the homeowner at the front door. I attempted to knock and ring the doorbell for several minutes with no response. At one point a male inside the residence walked by the front door while I was ringing the door bell and knocking. The male did not answer the door. The music continued while I was at the residence.

I attempted to find any names located with this residence in Spillman and was unable to do so. I wrote a noise ordinance violation citation and left it in the front door with no name attached to it along with a fine sheet.

On 08/03/2020, I attempted to follow up with the male subject that lives at 3425 N. Stoneycrest Rd. to get a name for the citation. When I arrived at the residence there was a light on inside the residence, in what I believe to be a bedroom. I knocked on the door and rang the doorbell. The light inside the residence shut off but no one came to the door. It should be noted that the citation and fine sheet were no longer in the door. Follow up number B20-27817.

I checked for the name of the property owner on a geographic information system, GIS, and found that the property is owned by R2D3 Ventures LLC. I checked on IndianaDB.com, a Indiana company database, and found the owner of the company to be Ricardo Dorotheo. I located a address for Ricardo in Spillman of 2407 E. Cedarwood Dr. I went to Cedarwood Dr. to make contact with Ricardo.

I was able to make contact with Ricardo at his residence. Ricardo confirmed that he does own the residence at 3425 N. Stoneycrest Rd. I advised Ricardo of the noise complainants that we have been receiving from the neighbors and asked if he could tell me who was living in the residence. Ricardo stated that his son, Richard Dorotheo, is the tenant of the residence. Ricardo was able to provide me with Richard's birthday as well. I asked that Ricardo make contact with Richard and speak with him reference the noise issues. Follow up number B20-27823.

I took the information and updated the original citation and turned it into the Records Division.

Events on this call were captured on body worn camera #1666.

This case is for information only.

END/1666/TK

Name Involvements:

INVOLVED : 20009110

Last: DOROTHEO

First: RICHARD

Mid: VARGA

DOB: 01/14/89

Dr Lic: 0131027048

Address: 3425 N STONEYCREST RD

Race: W **Sex:** M

Phone: () -

City: BLOOMINGTON, IN 47404



Appeal of Noise Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410
Email: Public.Works@Bloomington.IN.gov

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Noise citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **All of these documents must be submitted within seven (7) days** after the Noise citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit within seven (7) days from the date of the Board's decision.

Name: Richard V. Dorotheo IV Phone Number (812)361-1717

Citation Number: 41852 Date on Noise Citation: 8/2/20

(Located in the top right hand corner of the citation)

Local Address:
3425 N Stoneycrest Rd
Bloomington, IN
47404

Permanent Address:
3425 N Stoneycrest Rd
Bloomington, IN
47404

Today's Date: 8/4/20

Reason for Appeal: Unreasonable neighbors with unjust complaints. Not in violation of Chapter 14.09: no unreasonable or excessive loudspeaker noise heard off the premises. Decibel readings available in transparent video of premises. Terminal boot times shows music system was off before ticket was issued. Excessive police visitations while sleeping with no disturbance possible from premises.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of _____
When the Board of Public Works will consider my appeal.


Signature

8/4/20
Date

For use by Public Works:
Date Appeal Received: _____ Received By: _____
Date Appeal Forwarded to Legal Department: _____

https://drive.google.com/file/d/1zcImq1xbMSjilcs_KedahqzgrZzBLHB/view?usp=sharing

City of Bloomington's Board of Public Works **Order on Appeal of Notice of Violation Ticket** **#41852**

This matter is before the Board of Public Works for an Appeal of Notice of Violation #41852 (the "NOV") at 3425 N. StoneyCrest Rd. (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, August 18, 2020.

The Board of Public Works now finds as follows:

1. Richard Dorothea ("Appellant") timely appealed the NOV.
2. Appellant rents and resides at the Property.
3. City of Bloomington Police Officer Torrey Wallace, at approximately 11:40 p.m. on August 2, 2020, while not physically on the Property, heard music coming from the Property.
4. Those facts establish a prima facie violation of BMC 14.09.070(c)(4) in that the sound, in this case music, was clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of nine p.m. and seven a.m.
5. Richard Dorothea is a person under BMC 14.09.030(b) is a person who can be held responsible for this violation.
6. The facts support a finding that the Appellant did violate BMC § 14.09 regarding unreasonable noise.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders that the Appeal of NOV #41852 is denied.

So Ordered this 18^h Day of August, 2020.

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

The Board of Public Works meeting was held on Tuesday, August 4th, 2020, at 5:30 pm virtually through Zoom with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Dana Palazzo
Beth H. Hollingsworth

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Mike Arnold – Housing and Neighborhood Dev.
Kaisa Goodman – Economic and Sustainable Dev.
Chris Wheeler – City Legal
Jacqueline Moore – City Legal
Neil Kopper – Planning and Transportation
Sara Gomez – Planning and Transportation
Russell White – Planning and Transportation
Roy Aten – Planning and Transportation
Paula McDevitt – Parks and Recreation
Devta Kidd – Mayor’s Office

Hollingsworth wanted to thank everybody working every day and to stay safe and healthy.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

1. **Approval of Minutes – July 21, 2020**
2. **Approve Extension of Temporary Right-of-Way request from WDG Construction Group N. College Avenue from Railroad Overpass to W. 14th Street through August 14, 2020**
3. **Approval of Payroll**

CONSENT AGENDA

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

Mike Arnold, Housing and Neighborhood Dev., presented Resolution 2020-36: Approve Request to Seal Unsafe Structure at 1306 W. Kirkwood. See meeting packet for details.

Palazzo made a motion to Approve Resolution 2020-36: Request to Seal Unsafe Structure at 1306 W. Kirkwood. Hollingsworth seconded. Motion is passed.

Neil Kopper, Planning and Transportation, presented Approve Addendum to Contract for Preliminary Engineering Services with American Structurepoint, Inc. for Adams Street Sidewalk and Intersection Project. See meeting packet for details.

Board Comments: Hollingsworth asked when this project will be completed; Kopper stated he is hopeful for this week. Cox Deckard asked if the new design request would be significantly less than the cost of the wall that had been recommended initially; Kopper confirmed.

Hollingsworth made a motion to Approve Addendum to Contract for Preliminary Engineering Services with American Structurepoint, Inc. for Adams Street Sidewalk and Intersection Project. Palazzo seconded. Motion is passed.

Chris Wheeler, City Attorney, presented Approve Easements and Rights-of-Way to CBU for repairs of Jordan River Culvert adjacent to BFD Headquarters. See meeting packet for details.

Hollingsworth made a motion to Approve Easements and Rights-

NEW BUSINESS

**Resolution 2020-36:
Approve Request to Seal
Unsafe Structure at 1306
W. Kirkwood**

**Approve Addendum to
Contract for Preliminary
Engineering Services with
American Structurepoint,
Inc. for Adams Street
Sidewalk and Intersection
Project**

**Approve Easements and
Rights-of-Way to CBU for
repairs of Jordan River
Culvert adjacent to BFD
Headquarters**

of-Way to CBU for repairs of Jordan River Culvert adjacent to BFD Headquarters. Palazzo seconded. Motion is passed.

Wheeler presented Approve Easements and Rights-of-Way to CBU for repairs of Jordan River Culvert adjacent to Waldron Hill Buskirk Park. See meeting packet for details.

Board Comments: Hollingsworth asked if the park will be closed; Wheeler stated only parts of the parks will be closed. Cox Deckard asked if this item went through the Parks Board; Wheeler stated it did not. Wheeler stated employees in the Parks and Recreation Department did review and approve this item. Hollingsworth asked if this is to be temporary and permanent; Wheeler confirmed.

Palazzo made a motion to Approve Easements and Rights-of-Way to CBU for repairs of Jordan River Culvert adjacent to Waldron Hill Buskirk Park. Hollingsworth seconded. Motion is passed.

Kaisa Goodman, Economic and Sustainable Dev., presented Approve Pilot Project for Pick-Up/Drop-Off Zones in Downtown Corridor. See meeting packet for details.

Board Comments: Hollingsworth asked if residents will know this beforehand; Goodman stated a press release has been sent out. Palazzo asked if there will be signage stating what the parking spaces are for; Goodman confirmed. Cox Deckard asked if there will be sleeves on the meter to deter people away from parking for more than 15 minutes. Adam Wason, Public Works, stated these meters are in their own zone allowing for 15 minute parking, but parking enforcement will be giving out citations and if they need to bag the meters, they will. Cox Deckard asked if these spots will be for any service for 15 minutes; Wason confirmed.

Hollingsworth made a motion to Approve Pilot Project for Pick-Up/Drop-Off Zones in Downtown Corridor. Palazzo seconded. Motion is passed.

Goodman presented Approve Pilot Project for Parklet Program in Downtown Corridor. See meeting packet for details.

Approve Easements and Rights-of-Way to CBU for repairs of Jordan River Culvert adjacent to Waldron Hill Buskirk Park

Approve Pilot Project for Pick-Up/Drop-Off Zones in Downtown Corridor (August 1, 2020 – September 30, 2020)

Approve Pilot Project for Parklet Program in

Board Comments: Goodman stated this program will start on August 5th, not August 1st. Hollingsworth asked if the restaurants have all of their permits. Wason stated they reached out to all of the restaurants and they are ready to go. Goodman also added they have reached out to the retail establishments to make sure their needs are met as well. Palazzo asked if the restaurants are responsible for the physical distancing of the tables properly; Wason confirmed. Palazzo asked if they filled out the application through ESD; Goodman confirmed.

**Downtown Corridor
(August 5, 2020 –
September 30, 2020)**

Hollingsworth made a motion to Approve Pilot Project for Parklet Program in Downtown Corridor. Palazzo seconded. Motion is passed.

Roy Aten, Planning and Transportation, presented Award Construction Contract for South College Mall Road to E&B Paving. See meeting packet for details.

**Award Construction
Contract for South College
Mall Road to E&B Paving**

Board Comments: Wason wanted to add that this project will likely start next spring. Funds for this project will be encumbered this year.

Hollingsworth made a motion to Award Construction Contract for South College Mall Road to E&B Paving. Palazzo seconded. Motion is passed.

Paula McDevitt, Parks and Recreation, presented a staff report on the Extension of Lower Cascades Pedestrian Closure. Devta Kidd, Director of Innovation, also presented survey results. See meeting packet for details.

**STAFF REPORTS &
OTHER BUSINESS**

Board Comments: Wason wanted to state that the Board is not taking any action on this item at this time, it is just an update. Hollingsworth wanted to thank the team on their efforts for this pilot program. Cox Deckard asked if there had been efforts to reach out to people who may not be taking the survey due to not taking this route. McDevitt confirmed they have made efforts to be transparent to everybody. Palazzo stated she appreciates the surveys and the feedback they are getting. Palazzo asked if there is anything we could do to help with accessibility. Wason explained

if there is accessibility issues within the site parameters, they can work with others to get those issues addressed. McDevitt mentioned Parks is working on design for construction on an accessible trail that is slated for next Spring/Summer.

Public Comments: Greg Alexander, resident, wanted to comment on how awesome the closure has been. He doesn't have to worry about his kids getting run over. He was able to enjoy a bike ride with his family. Carol Canfield, resident, wanted to state a concern that the closure during the pandemic is ludicrous at best. She would like to have this item tabled until the country is not in a pandemic. She would like the road to be reopened. Paul Kern, resident, posted on Nextdoor for his neighbors to learn about this meeting. He stated most of the neighbors near the park want the closure to open back up. He asks if the question, "Do you want this road closed?" will be asked in the next survey. He had an overwhelming response from his neighbors asking that question. Linda Kern, Paul's wife, stated she was at a meeting with McDevitt and comments were made about "we like the park system." That comment had gotten interpreted as to have the road closed and that's not what she wanted conveyed. Kidd cleared up some of the questions in the survey. Sue Sgambelluri, City Council, wanted to thank McDevitt and her team for their time. One concern she has is how the question is conveyed in the survey, which never asks about wanting the road to be closed. Her last concern is about the data. She believes the data is weird due to COVID-19. She believes there should be more pilot time, but to not have it done during this time. Cox Deckard agreed to see the data when traffic is more elevated. She is concerned about the road opening right now. Palazzo needed clarification on Cox Deckard's comment. Cox Deckard would like to see the closure extended to get more data.

Wason presented a staff report on Request from Core Planning Strategies to discuss September Closure of 10th Street for placement of crane.

Wason wanted to thank all of the staff in Public Works, Parks & Rec, Police, Fire, and Utilities.

Hollingsworth made a motion to approve claims in the amount of \$2,334,918.70. Palazzo seconded. Claims are approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 6:52 P.M.

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2020-38
Petitioner/Representative: Taneisha Henline, Owner of Top Shotta Jerk Chicken LLC
Staff Representative: Marnina Patrick
Meeting Date: August 18, 2020

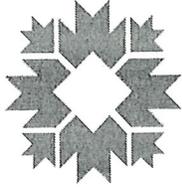
Taneisha Henline, Owner of Top Shotta Jerk Chicken LLC, has applied for a Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling Jamaican jerk chicken.

This application is for one year.

Staff is supportive of the request.

Recommend **Approval** **Denial** by Marnina Patrick



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Taneisha Henline	
Title/Position:	Owner / Operator	
Date of Birth:	December 8, 1991	
Address:	4114 W Daniel Ave	
City, State, Zip:	Bloomington IN, 47403	
E-Mail Address:	jamaica.henline@gmail.com	
Phone Number:	812 361 3912	Mobile Phone: 812 361 3912

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

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

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

4. Company Information

Name of Employer:			
Address of Employer:			
City, State, Zip:			
Employment Start Date:		End Date (If known):	
Phone Number:			
Website / Email:			
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
		<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
TANEISHA HENLINE	### 4114 W Daniel Ave Bloomington IN 47403

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

Date of incorporation or organization:	10/16/17
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

We will be selling authentic Jamaican Jerk chicken, rice & peas and
 tacos. The chicken will be grilled on a customized fire marshall approved grill. We will be
 using a customized truck and trailer. Equipments include: (1) 28" standing fridge, one
 sandwich prep station, one 48" 2 door walk in cooler, 3 bay sinks and a handwashing station.

Planned hours of operation: Sundays, Mondays and Tuesdays we are closed.
 Wednesdays 10am - 2pm. Thursdays, Fridays and Saturdays 5pm - 9pm

Place or places where you will conduct business (If private property, attach written permission from property owner):
 Dirt Sportz - (1925 S Curry pike 47403)
 Grant properties - (222 S College ave 47404)

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

Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?
 Yes No

(If Yes) Provide details

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

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

For City Of Bloomington Use Only

Date Received: <i>August 7, 2020</i>	Received By: <i>Marnina Patrick</i>	Date Approved:	Approved By:
---	--	----------------	--------------

PERMISSION LETTER

Date: 03.06.20

Re: Permission to use private property and bathroom facilities.

I, Kimberly Key - V.P. Grant Properties give permission to

Top Shotta Jerk Chicken to use the ~~property and also~~ parking lot only

~~the bathroom facilities located at~~

200-226 S College Ave as a

authorized solicitor, beginning 03.06.20 and ending upon request by the
owners of the building or 6 months 09.06.20
* after 5pm M-F and anytime on the weekends *

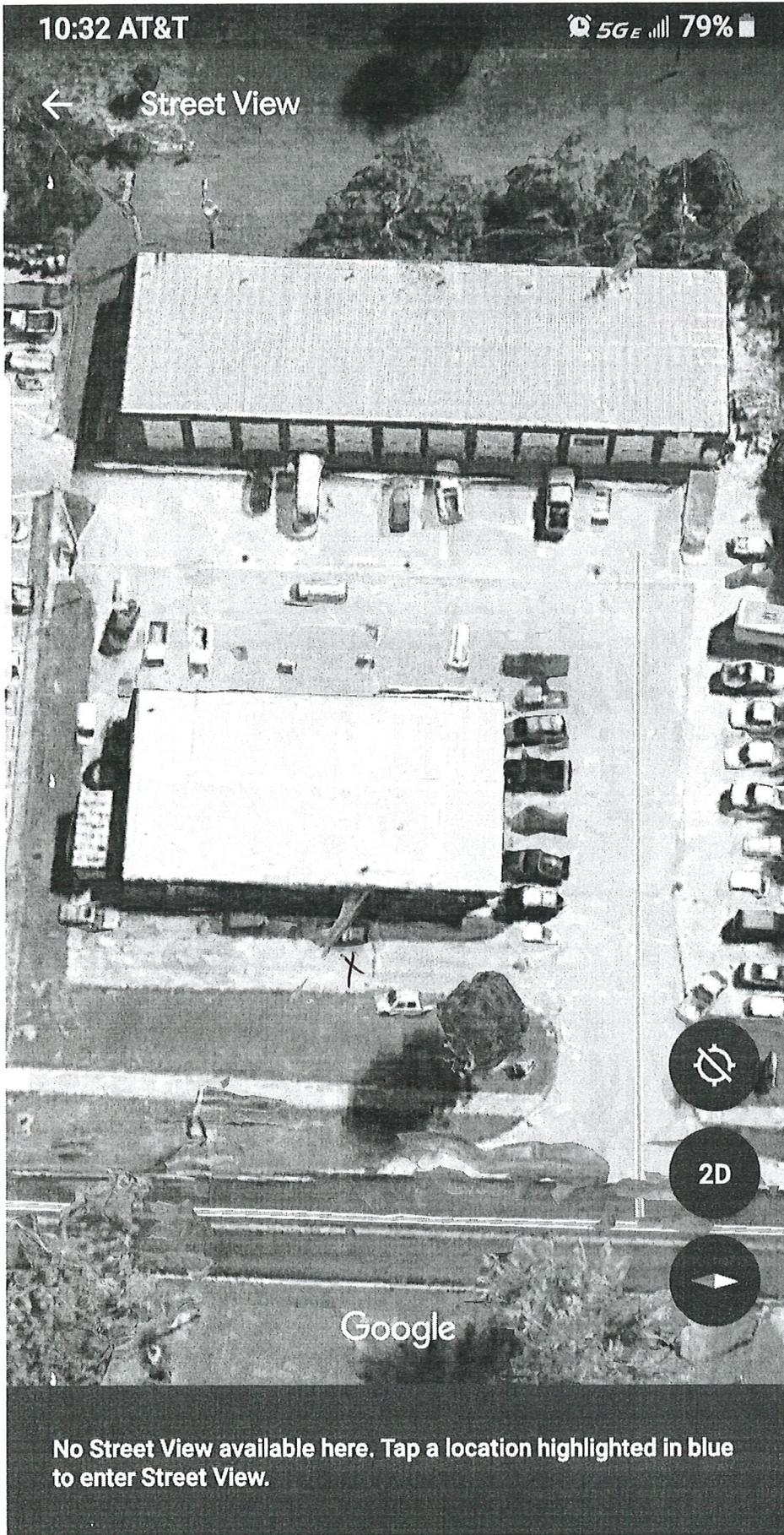
Property owner/ Authorized Representative:

Kimberly Key
(Name)

Kimberly Key - V.P.
(Signature)

Kkey@grantprops.com
(Email)

812.333.9579
~~(Cell)~~ office



Dirt Sports
x represents where a park



Grant Properties

I park as far away as possible from the cars.

x represents where I park





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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 11	AGE 18	ISSUE DATE 02/08/20	PUR DATE 05/22/18	COUNTY 53 - MONROE	TP R	PL YR 20	PLATE 762UT	PL TP PA	WEIGHT 19	PR YR N	LS VA	TYPE VA	PRIOR YR PL 762UT
EXPIRATION DATE 01/31/21		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 02	MAKE WRK	MODEL STE	VEHICLE IDENTIFICATION NUMBER 5T4HP41RX23344383		TYPE VA	COLOR GRN/BLK		
CURRENT YEAR TAX	EXTAX 21.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 21.00	CO. WHEEL/SUR 25.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 36.35	ADMIN FEE 15.00	TOTAL 97.35				
PRIOR YEAR TAX	EXTAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE PASSENGER - NEW PLATE TYPE													



LJ

Legal Address
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806



TOP SHOTTA JERK CHICKEN
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806

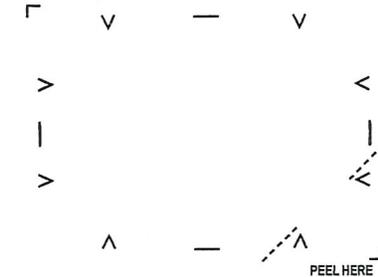


1645 1/2
0-

BATCH# 0909146 SEQUENCE# 1645 1/2

INSTRUCTIONS FOR APPLYING PLATE DECALS:

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



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

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 11	AGE 18	ISSUE DATE 02/08/20	PUR DATE 05/22/18	COUNTY 53 - MONROE	TP R	PL YR 20	PLATE TR328ZNW	PL TP GP	WEIGHT 3	PR YR 19	LS N	TYPE TR	PRIOR YR PL TR328ZNW
EXPIRATION DATE 01/31/21		MUNICIPALITY NONE OF THE ABOVE			VEHICLE YEAR 18	MAKE R G	MODEL TR	VEHICLE IDENTIFICATION NUMBER 7GRR110B0JZ000818		TYPE TR	COLOR BLK/		
CURRENT YEAR TAX	EXTAX 8.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 8.00	CO. WHEEL/SUR 10.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 16.35	ADMIN FEE 15.00	TOTAL 49.35				
PRIOR YEAR TAX	EXTAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/SUR 0.00	MUN. WHEEL/SUR 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 3.000													



LJ

Legal Address
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806



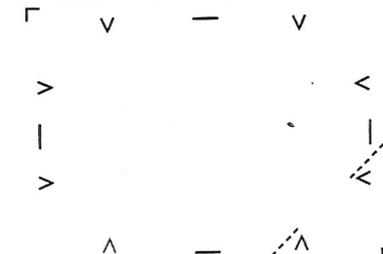
TOP SHOTTA JERK CHICKEN
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806



1646 2/2
0-

INSTRUCTIONS FOR APPLYING PLATE DECALS:

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



INDIANA
GOV.

INDIANA

OPERATOR LICENSE



PETER J. COOPER
313



ELI H

4d DLN 0130-72-8275
4a Iss 05/30/2019 4b Exp 04/15/2026

DONOR

1 HENLINE
2 ELI JEPHTA

8 4114 W DANIEL AVE
BLOOMINGTON, IN 47408

9 Class
9a End L
12 Res NONE
3 DOB 04/15/1984
5 DD 05301931300060

15 Sex M
16 Hgt 5-09"
17 Wgt 210 lb
18 Eyes BLU
19 Hair BLN





STATE OF INDIANA

Eric J. Holcomb, Governor

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

Certification of Driver's Record

For: ELI JEPHTHA HENLINE
DOB: 04/15/1984
STATUS: VALID as of 08/05/2020
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 5th of August, 2020.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

BUREAU OF MOTOR VEHICLES

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

Eric J. Holcomb, Governor

Peter L. Lacy, Commissioner

Indiana Official Driver Record

As of 08/05/2020 10:27 am

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

ELI JEPHTHA HENLINE
4114 W DANIEL AVE
BLOOMINGTON, IN 47403-1806

License number: 0130-72-8275
License type: OPERATOR W/ MC
License expires: 04/15/2026
License status: VALID
SR22: Not needed

Birth date: 04/15/1984 Gender: MALE

Current points: 0
Social Security #:

Physical Description: Height: 5'9" Weight: 210lbs Hair color: BLOND Eye color: BLUE Donor: T

Endorsements: MOTORCYCLE

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

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

Susp ID	Type	Suspension Reason	Effective Date	Expiration Date	Mail Date	Address ID	Fee Due
11	Suspension	FAILURE TO APPEAR CASE 53C0213111F008734 MONROE CIRCUIT #2 Phone: (812) 349-2602 Offense: DRIVING WHILE SUSPENDED	12/03/2013	12/05/2013	12/03/2013	08	
9	Suspension	FAILURE TO APPEAR FOR DRIVER SAFETY PROGRAM	09/30/2013	11/08/2013	07/02/2013	08	
8	Suspension	FAILURE TO APPEAR CASE 53C0213061F004464 MONROE CIRCUIT #2 Phone: (812) 349-2602 Offense: FAILURE TO USE/IMPROPER SIGNAL	06/25/2013	07/01/2013	06/25/2013	08	

Driver number: 0130-72-8275 ELI JEPHTA HENLINE

DOB: 04/15/1984

6	Suspension	FAILURE TO APPEAR CASE 53C021207IF005530 MONROE CIRCUIT #2 Phone: (812) 349-2602 Offense: SEAT BELT VIOLATION	08/07/2012	08/16/2012	08/07/2012	08
---	------------	---	------------	------------	------------	----

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
07/19/2013	0	NO VALID LICENSE FOR TYPE OF VEHICLE THAT WAS OPERATED	06/29/2013	MONROE CIRCUIT #5 / 53C051307IF005720			No	No
07/01/2013	2	FAILURE TO USE/IMPROPER SIGNAL	05/28/2013	MONROE CIRCUIT #2 / 53C021306IF004464	9		No	No
09/14/2012	4	SPEEDING 79/55	07/03/2012	MARION SUP CRIMINAL DIV 13 / 49G131207IF059100	9		No	No
08/16/2012	0	SEAT BELT VIOLATION	06/28/2012	MONROE CIRCUIT #2 / 53C021207IF005530			No	No
11/09/2009	2	SPEEDING	10/12/2009	TENNESSEE / TN 8017659			No	No
02/17/2006	2	SPEEDING 40/30	01/06/2006	MONROE CIRCUIT #2 / 53C0206011F00758			No	No
12/08/2005	4	SPEEDING 72/55	11/13/2005	DAVIESS SUPERIOR / 14D0105111F2335			No	No

Driver number: 0130-72-8275 ELI JEPHTA HENLINE

DOB: 04/15/1984

11/17/2005	4	MOTORCYCLE LEARNER PERMIT VIOLATION	08/24/2005	MONROE CIRCUIT #6 / 53C060508IF11225	No	No
02/17/2004	2	SPEEDING 40/30	01/31/2004	MONROE CIRCUIT #2 / 53C020402IF01056	No	No
12/15/2003	2	SPEEDING 70/55	10/21/2003	MARTINSVILLE CITY / 55H010312IF6380	No	No
10/09/2002	4	SPEEDING 55/35	09/04/2002	MONROE CIRCUIT #3 / 53C030209IF11920	No	No
08/31/2000	2	SPEEDING 50/35	08/27/2000	GREENE SUPERIOR / 28D010008IF2507	No	No

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
8	11/17/2011	4114 W DANIEL AVE	BLOOMINGTON	IN	47403-1806
7	06/13/2010	4114 W DANIEL AVE	BLOOMINGTON	IN	47403-1806
6	08/25/2007	2421 S MADISON ST	BLOOMINGTON	IN	47403-3633
5	07/28/1997	5777 S HARMONY ROAD	BLOOMINGTON	IN	47403
4	07/28/1997	5777 S HARMONY ROAD	BLOOMINGTON	IN	47403
3	05/20/2000	5777 S HARMONY RD	BLOOMINGTON	IN	47403
2	06/23/1999	5777 S HARMONY RD	BLOOMINGTON	IN	47403
1	05/19/2000	5777 S HARMONY RD	BLOOMINGTON	IN	47403-9526

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
8	11/17/2011	4114 W DANIEL AVE	BLOOMINGTON	IN	47403-1806

Driver number: 0130-72-8275 ELI JEPHTHA HENLINE

DOB: 04/15/1984

6	08/25/2007	2421 S MADISON ST	BLOOMINGTON	IN	47403-3633
<hr/>					
1	05/19/2000	5777 S HARMONY RD	BLOOMINGTON	IN	47403-9526
<hr/>					

Driver number: 0130-72-8275 ELI JEPHTA HENLINE

DOB: 04/15/1984

Credential Issuance

Interim Credential Issue Date: 5/30/2019, Expiration Date: 6/29/2019, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 14696937

Issue Date: 05/30/2019, Renew License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: None, Expiration Date: 04/15/2026

Interim Credential Issue Date: 2/28/2014, Expiration Date: 3/30/2014, Reason: DUPLICATE DL, IN-STATE, Control #: 5670752

Issue Date: 02/28/2014, Duplicate License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 04/15/2019

Interim Credential Issue Date: 6/18/2013, Expiration Date: 7/18/2013, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 4807730

Issue Date: 06/18/2013, Renew License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 04/15/2019

Interim Credential Issue Date: 11/17/2011, Expiration Date: 12/17/2011, Reason: AMEND DL W/ CARD, IN-STATE, Control #: 2053599

Issue Date: 11/17/2011, Amend License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 04/15/2013

Interim Credential Issue Date: 11/7/2011, Expiration Date: 12/7/2011, Reason: AMEND DL W/O CARD, IN-STATE, Control #: 2025118

Issue Date: 11/07/2011, Amend License, OPERATOR WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: B, Expiration Date: 04/15/2013

Issue Date: 07/16/2008, Renew License, OPERATOR W/MC (4 YR), Endorsements: L, Restrictions: B, Expiration Date: 04/15/2013

Issue Date: 08/25/2007, Amend License, OPERATOR, Endorsements: None, Restrictions: B, Expiration Date: 04/15/2009

Issue Date: 08/04/2007, Renew MC Permit, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None, Restrictions: B, Expiration Date: 08/31/2008

Issue Date: 04/15/2005, Renew License, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 04/15/2009

Issue Date: 04/07/2005, Renew MC Permit, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None, Restrictions: B, Expiration Date: 04/30/2006

Issue Date: 05/19/2000, Renew License, OPERATOR, Endorsements: None, Restrictions: B, Expiration Date: 04/15/2005

Issue Date: 05/16/2000, Duplicate Permit, DRIVER EDUCATION, Endorsements: None, Restrictions: B, Expiration Date: 07/31/2000

Issue Date: 06/23/1999, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: B, Expiration Date: 07/31/2000

Issue Date: 07/28/1997, Issue ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 07/31/2001

Issue Date: 04/21/2006, Renew MC Permit, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None, Restrictions: None, Expiration Date: 04/30/2007

Remarks

Remark Date: 11/08/2013 Driver Safety Program (DSP) completed on 11/7/2013 12:00:00 AM for 4 points

Driver number: 0130-72-8275 ELI JEPHTA HENLINE

DOB: 04/15/1984

Remark Date:05/25/2007 Driver Safety Program (DSP) completed on 5/23/2007 12:00.00 AM for 4 points

Remark Date:05/16/2006 PROBATION DATA, EFFECTIVE DATE: 05/15/2006 EXPIRATION DATE: 08/14/2006

Remark Date:03/15/2006 Driver Safety Program (DSP) completed on 03/15/2006 for 4 points

Remark Date:05/14/2004 Driver Safety Program (DSP) completed on 05/13/2004 for 4 points

* End of Driver Record *

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Asher Fleet Services
INSPECTOR'S NAME Tyler Campbell INSPECTOR'S PHONE # 812-339-6783
DATE OF INSPECTION 8/5/2020
TAXICAB COMPANY _____
VEHICLE YEAR 2002 MAKE Workhorse MODEL P42
VIN 5T4HP41RX23344383

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	✓	_____	_____
FLASHERS	✓	_____	_____
REFLECTORS	✓	_____	_____
HORN	✓	_____	_____
WINDSHIELD WIPERS	✓	_____	_____
MIRRORS	✓	_____	_____
SEATBELTS	✓	_____	_____
BUMPER HEIGHT	✓	_____	_____
ALL WINDOWS	✓	_____	_____
MUFFLER	✓	_____	_____
TIRES	✓	_____	_____
BRAKES	✓	_____	_____
DOORS	✓	_____	_____
GENERAL CONDITION OF VEHICLE	✓	_____	_____

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

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

Additional Comments by Inspector: _____

Inspector Signature *Fyler Campbell*

Date: 8/5/2020

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2020

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

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

PRODUCER German American Insurance PO Box 1008 Jasper IN 47546	CONTACT NAME: Michele Schoenbachler PHONE (A/C, No, Ext): 812-482-0739 E-MAIL ADDRESS: michele.schoenbachler@germanamerican.com	FAX (A/C, No): 888-840-5705
	INSURER(S) AFFORDING COVERAGE	
INSURED Top Shotta Jerk Chicken, LLC 4114 W. Daniel Ave. Bloomington IN 47403	INSURER A : Indiana Farmers Mutual Ins Co	NAIC # 22624
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1746765100** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CGL1008962	6/25/2020	6/25/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP1009771	6/25/2020	6/25/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington 401 N Morton St Bloomington IN 47404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Maria A. Goodhue</i>
--	--

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

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

JANEISHA HENLINE
Name, Printed



Signature

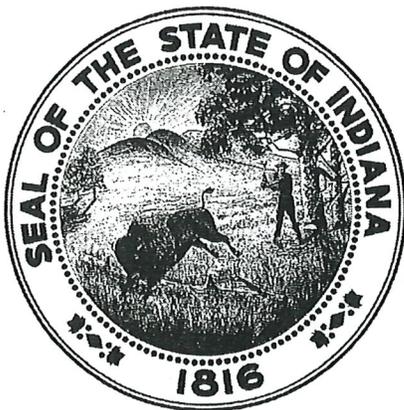
8/5/2020
Date Release Signed

**State of Indiana
Office of the Secretary of State**

Certificate of Organization
of
TOP SHOTTA JERK CHICKEN LLC

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, October 16, 2017.

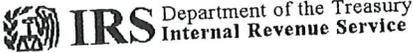


In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, October 13, 2017

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201710161218818 / 7724856



OGDEN UT 84201-0038

In reply refer to: 0457209009
Apr. 12, 2018 LTR 147C 0
82-3072079 000000 00
00006980
BODC: SB

TOP SHOTTA JERK CHICKEN LLC
TOP SHOTTA JERK CHICKEN
% TANEISHA C HENLINE SOLE MBR
4114 W DANIEL AVE
BLOOMINGTON IN 47403-1806



030679

Employer identification number: 82-3072079

Dear Taxpayer:

Thank you for your inquiry of Apr. 03, 2018.

Your employer identification number (EIN) is 82-3072079. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

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

If you have questions, you can call us at 800-829-0115.

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

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

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

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

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

Prohibited Location Agreement

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

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

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

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

No mobile food vendor unit shall locate in an alleyway.

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

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

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

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

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

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

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

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

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

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

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

Vendor:

Name:

Taneisha Gentline

Signature:



Date:

8/5/2020

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

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

Standard of Conduct Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No mobile food vendor unit shall ever be left unattended

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

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

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

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

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

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

No mobile food vendor shall have a drive-thru

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

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

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

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

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

Vendor:

Name:

Signature:

Date:

Teneisha Hentline
8/5/2020

**City of Bloomington
Fire Department**

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

(812) 332-9763
Fax (812) 332-9764

Temporary Food Vendor

Date: 08/05/2020

Business Name: Top Shotta Jerk Chicken LLC (Truck)

Address: 4114 W DANIEL AVE
Bloomington, IN 47408

Phone: CELL 812-361-3912

The following permit has been issued:

Permit No. 20-0183

Type: FOOD Temporary Vender/Cooking

Issued Date: 08/06/2020

Effective Date: 08/06/2020

Expiration Date: 08/05/2021

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

Digitally signed by
Timothy H Clapp



08/06/2020

Inspector: Tim Clapp

Date

**City of Bloomington
Fire Department**

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

(812) 332-9763
Fax (812) 332-9764

Temporary Food Vendor

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Digitally signed by
Timothy H Clapp



08/06/2020

Inspector: Tim Clapp

Date





6751 Forum Drive, Suite 220, Orlando, FL 32821
P (800) 446-0257 F (407) 352-3603 www.NRFSP.com
National Registry of Food Safety Professionals®

**NATIONAL REGISTRY OF
FOOD SAFETY PROFESSIONALS®**

CERTIFIES

TANEISHA C HENLINE

**HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE
FOOD SAFETY MANAGER
UNDER THE
CONFERENCE FOR FOOD PROTECTION STANDARDS**

PRESIDENT: _____

LAWRENCE J. LYNCH, CAE

**ISSUE DATE: DECEMBER 7, 2017
EXPIRATION DATE: DECEMBER 7, 2022
CERTIFICATE No: 21412961
TEST FORM: EXE70**

This certificate is not valid for more
than five years from date of issue.

Mobile Food Service Establishment

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



TOP SHOTTA JERK CHICKEN
TANEISHA HENLINE
2361 W. RAPPEL AVENUE - ONE WORLD KITCHEN SHARE
BLOOMINGTON, IN 47404

2020

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

Issued FEB 04 2020
By Thomas W. Shapiro

PERMIT EXPIRES FEBRUARY 28, 2021

This License Is Not Transferable to Any Other Individual or Location

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2020-38**

**Mobile Vendor in Public Right of Way
Top Shotta Jerk Chicken LLC**

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

WHEREAS, Taneisha Henline, owner of Top Shotta Jerk Chicken LLC (“Vendor”), is seeking to renew a Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

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

WHEREAS, Vendor obtained a Mobile Vendor License for one year beginning on August 7, 2020, and running through August 7, 2021, for operation on private property; and

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on August 18, 2020, and ending on August 18, 2021.

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

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

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.

RESOLUTION 2020-38

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

ADOPTED THIS 18th DAY OF AUGUST, 2020.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2020-38** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Taneisha Henline, Owner
Top Shotta Jerk Chicken LLC

Date: _____



Board of Public Works Staff Report

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

Staff Representative: Rick Dietz

Date: August 13, 2020

Report:

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

The Department of Information & Technology Services staff believe that the expense of labor, equipment, and fuel required to organize and transport all of this equipment for a sale or transfer, exceeds the value of the equipment. These items are attached as Recycle 20 - 2020, and Donation 20 – 2020.

Recommendation and Supporting Justification:

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

Recommend **Approval** **Denial by: Rick Dietz**

IT Department

Donation 20 - 2020

Lot ID: 42 Date: 06/18/2020 Donation

Donation Items List

Asset ID	Asset No.	Serial No.	Name	Category	Division	Installed Date	Date	Organization
6512	2010996		ITS2010996	Misc. Cables	IT		08/12/2020	ServeIT
6511	2010997		its2010997	Keyboard	IT		08/10/2020	ServeIT
6510	2010998		its2010998	Keyboard	IT		08/10/2020	ServeIT
6509	2010999		its2010999	Other	IT		08/10/2020	ServeIT
6508	1525203h	6y86282	BTR1525203h	Desktop	Bloomington Transit		08/07/2020	ServeIT
423	140158	BJSRX12	upr140158	Desktop	Purchasing	05/08/2013	08/06/2020	ServeIT
1034	140213	5S95X12	blu140213	Desktop	Blucher Poole	05/08/2013	08/06/2020	ServeIT
162	130458	27C8BZ1	utd130458	Desktop	T&D	05/08/2013	08/06/2020	ServeIT
1523	1525010r	DS6QV52	its1525010r	Desktop	IT	09/23/2015	08/06/2020	ServeIT
1043	1524576p	523MR52	ash1524576p	Desktop	Animal Shelter	08/24/2015	08/06/2020	ServeIT
1264	1524797	7T34T52	pln1524797	Desktop	Planning	09/11/2015	08/06/2020	ServeIT
1693	1525013n	1WXR52	twl1525013n	Desktop	Twin Lakes	02/16/2016	08/06/2020	ServeIT
308	100095	ART360402	ESD-Common Area	NetworkPrinter		01/13/2021	08/06/2020	ServeIT
1234	1524576k	520MR52	pws1524576k	Desktop	Public Works	07/29/2015	08/06/2020	ServeIT
1596	1525013m	1WYQV52	twl1525013m	Desktop	Twin Lakes	09/29/2015	08/06/2020	ServeIT
1052	1524576m	526MR52	pln1524576m	Desktop	Planning	07/14/2015	08/06/2020	ServeIT
4636	140217	5R8DX12	BLU140217	Desktop	Blucher Poole		08/06/2020	ServeIT
1045	1550117c	3BD9F42	utd1550117c	Desktop	T&D	07/16/2015	08/06/2020	ServeIT
3608	140303		trn140303	Projector	Training		08/05/2020	ServeIT
144	140169	6KJ6Y12	dil140169	Desktop	Dillman	05/08/2013	06/19/2020	ServeIT
1298	140150	BJQTX12	ueg140150	Desktop	Engineering	05/08/2013	06/19/2020	ServeIT
1692	1525013l	1WYPV52	trn1525013l	Desktop	Training	10/06/2015	06/19/2020	ServeIT

IT Department

Recycle 20 - 2020

Lot ID: 43 Date: 06/18/2020 Recycle

Recycle Items List

Asset ID	Asset No.	Serial No.	Name	Category	Division	Date	Recycle Location
6503	070079	CN-OWH3185-72872-71M-1HVI	070079	Monitor		08/05/2020	Recycle 20 - 2020
6502	070999		TLR070999	Monitor	Twin Lakes Recreation Center	08/05/2020	Recycle 20 - 2020
4165	100467	AALMTF051098	TLR100467	LCD 1	Twin Lakes Recreation Center	08/05/2020	Recycle 20 - 2020
4516	1503289I		CAS1503289I	UPS	Cascades	08/04/2020	Recycle 20 - 2020
3790	070030		UTD070030	UPS	T&D	08/04/2020	Recycle 20 - 2020
3575	1524839G	CQYES2001397	cnt1524839G	UPS	Controller	08/04/2020	Recycle 20 - 2020
3164	1501025A	CQYDY2000345	PLN1501025A	UPS	Planning	08/04/2020	Recycle 20 - 2020
3076	070342		HND070342	NetworkPrinter	HAND	07/14/2020	Recycle 20 - 2020
3036	030550	BE500U	ESD030550	UPS	Economic & Sustainable Development	07/10/2020	Recycle 20 - 2020
3029	090452	AEA9W2003719	ITS090452	UPS	IT	07/08/2020	Recycle 20 - 2020
3031	130299	CQYCU2014090	ITS130299	UPS	IT	06/22/2020	Recycle 20 - 2020
3413	030214		CFR030214	UPS	Community and Family Resources	06/22/2020	Recycle 20 - 2020
4364	1503278		ROS1503278	UPS	Rosehill	06/22/2020	Recycle 20 - 2020
3243	140011	CQYCX2007099	pln140011	UPS	Planning	06/22/2020	Recycle 20 - 2020
3285	1503059		pws1503059	UPS	Public Works	06/22/2020	Recycle 20 - 2020

**BOARD OF PUBLIC WORKS
RESOLUTION 2020-43**

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

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

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

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

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

WHEREAS, this equipment is identified in Exhibit A, which is attached hereto and incorporated herein by reference; and

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

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

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

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

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

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

4. The equipment contained in Exhibit A is therefore determined to be worthless and, pursuant to Indiana Code § 5-22-22-8, may be demolished, offered for recycling, donated or junked.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this _____ day of July, 2020.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

Attest: _____
Rick Dietz, Director
Information & Technology Services



Board of Public Works Staff Report

Project/Event:	Execute Limited Warranty Deed Regarding Transfer of Real Property to the IU Trustees
Petitioner/Representative:	Legal Department
Staff Representative:	Jacquelyn Moore
Meeting Date:	8/18/2020

At the February 4, 2020 BPW meeting, you executed and approved Resolution 2020-02 which authorized the exchange of real property with the Trustees of Indiana University. The Trustees also authorized an exchange.

The property owned by IU, which is being donated to the City, is located on E. 17th Street at the 45/46 Bypass upon which sits a water tank used by CBU.

The property owned by the City, which is being donated to the Trustees of IU, is a 5 acre parcel conveyed to the City in 1939 by the Bloomington Water Company. The City is reserving unto itself a Water Line Easement, so that CBU retains rights to enter the property in order to perform any needed work regarding a City of Bloomington water line on this property.

Limited Warranty Deeds have been prepared for execution by each party to finalize this exchange.

Staff is supportive of the request.

Recommend **Approval** **Denial** **by** Jacquelyn Moore

LIMITED WARRANTY DEED

THIS INDENTURE WITNESSETH That:

The City of Bloomington, Indiana

Grantor, a municipal corporation located in Monroe County, Indiana, **BARGAINS, SELLS and CONVEYS**

to

The Trustees of Indiana University

Grantee, a body politic of the State of Indiana, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Monroe County, Indiana:

A part of the Northwest quarter of Section 34, Township 9 North, Range 1 West, further described as follows:

Beginning on the half section line on a point 600 feet South of the Northeast corner of said Northwest quarter section; thence running North on said line 300 feet to the South line of a tract heretofore deeded to the State of Indiana for the use of Indiana University; thence West along the South line of said tract 335 feet to the Southwest corner of said Indiana University tract; thence North along the West end of said Indiana University tract 300 feet to the North section line of said Section 34; thence West on said Section line 195 1/2 feet; thence South 600 feet to a stone; thence East 530 1/2 feet to the place of beginning, containing 5 acres, more or less.

The Grantor reserves unto itself a strip of land for water line easement purposes 15 feet in even width lying 7.50 feet on each side of the existing water line, being a part of a parcel in the Northeast quarter of the Northwest quarter of Section 34, Township 9, North, Range 1 West, Bloomington Township, and being more particularly described as follows:

Commencing at the Northeast corner of said Northwest quarter of said Section 34; thence South along said quarter section line 600 feet; thence leaving said quarter section line West 90.95 feet to a point on the existing water line; thence on and along said water line North 70 degrees 37 minutes 25 seconds West 332.61 feet; thence North 15 degrees 56 minutes 20 seconds West 272.00 feet; thence North 18 degrees 44 minutes 50 seconds West 73.60 feet; thence North 01 degrees 34 minutes 36 seconds East 44.29 feet to the south right of way line of East 17th Street and the terminus of said easement centerline.

The sidelines of said 15 foot water line easement to be extended or shortened to meet at angle points and to terminate at the north and south lines of said parcel. This easement centerline shall be identical to the existing water line.

Subject to Covenants, Conditions, Restrictions, and Easements of record. Also subject to zoning ordinances.

The Grantor hereby certifies that there is no Indiana adjusted gross income tax due at this time or as a result of this conveyance.

TO HAVE AND TO HOLD the Real Estate to Grantee and Grantee's successors and assigns forever. Grantor covenants and warrants that said Real Estate is free of any encumbrance made or suffered by said Grantor, except any set forth above, and that Grantor and Grantor's successors shall warrant and defend the same to said Grantee and said Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under the said Grantor, but against none other.

The undersigned persons executing this Limited Warranty Deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor, and are fully empowered to execute and deliver this Limited Warranty Deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the City of Bloomington Board of Public Works has executed this Limited Warranty Deed this _____ day of _____, 2020.

Kyla Cox Deckard

Beth H. Hollingsworth

Dana Palazzo

EXECUTED AND DELIVERED in my presence:

Witness' Signature

Witness' Printed Name

STATE OF INDIANA)
)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Beth H. Hollingsworth, and Dana Palazzo, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Limited Warranty Deed 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)
)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared _____, being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by the Board of Public Works in the foregoing subscribing witness' presence.

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

Commission #: _____

This document was prepared by: Abby Daniels, Assistant General Counsel, Indiana University, Office of the Vice President and General Counsel, University Hall 5030, 301 University Blvd., Indianapolis, IN 46202.

I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Abby Daniels.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is The Trustees of Indiana University, 2901 E. Discovery Parkway, Bloomington, Indiana 47408.



Board of Public Works Staff Report

Project/Event: Declaration of Surplus Fleet Vehicles and Equipment
Petitioner/Representative: Jason Speer, Director, Fleet Maintenance Division
Staff Representative: Jason Speer
Date: August 18, 2020

Report:

The Fleet Maintenance Division purchases and provides vehicles to various City departments so that they can provide a wide range of vital municipal government services to the residents of Bloomington. These vehicles, and equipment used to maintain them, all have limited service lives determined by their type and operational duties. As vehicles and equipment reach the end of their lifecycle they are reclaimed by the Fleet Maintenance Division and replaced. The Fleet Maintenance Division currently has in its possession a vehicle that have been placed out of service by the Bloomington Fire Department. The Fire Department has notified the Fleet Services Director that they would like to use the vehicle in question as a trade in for a new vehicle to replace the one that has reached its end of life. Trade in value of unit number 326 is \$3000.00.

Staff is requesting that the Board of Public Works declare the vehicle in Attachment A as surplus so that they can be used as a trade in on a new fleet vehicle for the Bloomington Fire Department.

Recommendation and Supporting Justification:

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



**BOARD OF PUBLIC WORKS
RESOLUTION 2020-40**

DISPOSAL OF SURPLUS PROPERTY

WHEREAS, in accordance with Indiana Code §36-9-6-3, the City of Bloomington Board of Public Works has custody of all real and personal property of the City of Bloomington; and

WHEREAS, it is in the public interest for the City to periodically sell or dispose of certain property which has become obsolete, has low value or is in disrepair; and

WHEREAS, in accordance with Bloomington Municipal Code § 2.11.030, the Fleet Maintenance Department is responsible for the orderly maintenance and disposal of all vehicles owned by the City, its departments, agencies, boards, commissions and councils; and

WHEREAS, the Fleet Maintenance Manager has determined that a fire department vehicle is no longer needed and is unfit for the purpose for which it was intended and therefore is considered surplus property; and

WHEREAS, the City of Bloomington's Fleet Division wishes to dispose of this surplus property by offering this vehicle as a trade in for a new replacement vehicle; and

WHEREAS, the City of Bloomington's Board of Public Works is empowered to declare this vehicle to be surplus property and to authorize its use as a trade in for a replacement vehicle.

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

1. The foregoing recitals are hereby incorporated herein as fully set forth.
2. Pursuant to IC 5-22-22, §§ 3 and 4.5, the property set forth in Attachment A shall be declared to be surplus for purposes of disposal.
3. The City is hereby authorized to offer this vehicle as a trade in for a new replacement vehicle.
4. Upon completion of the purchase of a replacement vehicle, the vehicle depicted in Attachment A shall be removed from the City of Bloomington fixed asset inventory.

ADOPTED THIS _____ DAY OF AUGUST, 2020.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary



Board of Public Works Staff Report

Project/Event: Service Contract with Bounds Flooring, Inc. for Maintenance and Repair of Flooring and Carpeting

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: August 18, 2020

This is a service agreement with Bounds Flooring for maintenance and repair of flooring and carpeting at facilities maintained by Public Works.

Staff recommends awarding the service agreement to Bounds Flooring, Inc. not to exceed \$35,000.00.

Respectfully submitted,

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

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
BOUNDS FLOORING, INC.**

This Agreement, entered into on this 18th day of August, 2020, by and between the City of Bloomington Department of Public Works (the “Department”), and Bounds Flooring, Inc., LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: repair and maintenance of flooring and carpeting. These services will be performed at City facilities (“Services”) for a set price. These rates shall be Sixty-Eight Dollars (\$68.00) per hour Monday through Friday, 7:00 am to 5:00 pm, Seventy-Eight Dollars (\$78.00) per hour Monday through Friday 5:00 pm to 7:00 am, Eighty-Three Dollars (\$83.00) an hour on Saturday, and One-Hundred-Six Dollars (\$106.00) an hour on Sunday for a Lead Man. A Helper shall be billed at the rate of Forty-Two Dollars (\$42.00) per hour Monday through Friday, 7:00 am to 5:00 pm, Forty-Five Dollars (\$45.00) per hour Monday through Friday 5:00 pm to 7:00 am, Forty-Seven Dollars (\$47.00) an hour on Saturday, and Sixty Dollars (\$60.00) an hour on Sunday. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. 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 Thirty-Five Thousand Dollars (\$35,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, 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.

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: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Bounds Flooring, Inc., 5005 North State Road 37 Business., Attn: Matt McIntosh, Bloomington Indiana 47404.

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

Bounds Flooring, Inc.

Philippa M. Guthrie, Corporation Counsel

Stephanie Bounds, 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.

Bounds Flooring, 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: _____

Commission #: _____



Board of Public Works Staff Report

Project/Event: Service Contract with Commercial Service of Bloomington for maintenance and repair of HVAC equipment and plumbing systems

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: August 18, 2020

This is a service agreement with Commercial Service for maintenance and repair HVAC and Plumbing systems at facilities maintained by Public Works.

Staff recommends awarding the service agreement to Commercial Service of Bloomington, Inc. not to exceed \$50,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff". The signature is written in a cursive, flowing style.

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
COMMERCIAL SERVICE OF BLOOMINGTON, INC.**

This Agreement, entered into on this 18th day of August, 2020, by and between the City of Bloomington Department of Public Works (the “Department”), and Commercial Service of Bloomington, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: maintenance and repair of HVAC and plumbing systems. These services will be performed at City facilities (“Services”) for a set price per hour. The rate for a Technician shall be Eighty-Eight Dollars (\$88.00) per hour for regular time, One-Hundred-Thirty-Two Dollars (\$132.00) per hour for overtime, and One-Hundred-Seventy-Six Dollars (\$176.00) per hour for double time. The rate for a Helper shall be Sixty Dollars (\$60.00) per hour for regular time, Ninety Dollars (\$90.00) per hour for overtime, and One-Hundred-Twenty Dollars (\$120.00) per hour for double time. Regular time shall be Monday through Friday 7:00 am to 5:00 pm and Saturday from 7:00 am to 1:00 pm. Over time shall be Monday through Friday 5:00 pm to 10:00 pm, Saturday 1:00 pm to 10:00 pm, and Sunday 7:00 am to 5:00 pm. Double time shall be Monday through Friday 10:00 pm to 7:00 am, Saturday 10:00 pm to 7:00 am, and Sunday 5:00 pm to 7:00 am. Any hours on a holiday recognized by the City shall be billed at double time. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31st, 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 J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. 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 Fifty Thousand Dollars (\$50,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, 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.

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: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Commercial Service of Bloomington, Inc., Attn: Danny Middleton, 4710 W. Vernal Pike, Bloomington Indiana 47404.

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

Commercial Service of Bloomington, Inc.

Philippa M. Guthrie, Corporation Counsel

Greg Humphrey, Chief Financial Officer

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.

Commercial Service of Bloomington, 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: _____

Commission #: _____

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/14/2020	Payroll				454,116.05
					<u><u>454,116.05</u></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 \$ 454,116.05

Dated this 20th day of August 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 Officer_____



Board of Public Works Staff Report

Project/Event: Resolution to uphold the Order to Remove
Petitioner/Representative: HAND
Staff Representative: Michael Arnold
Date: 18 August 2020

Report:

23 March 2018	Received Complaint
29 March 2018	Sent Order to Repair
03 July 2018	Sent Past Due Letter
12 December 2018	Right of Entry Request
29 January 2019	Re-sent Right of Entry Request
11 March 2019	Received Signed Right of Entry
19 April 2019	Contractor site visit set
28 April 2019	Contractor site visit set
24 May 2020	Contractor site visit set
06 September 2019	Contractor site visit set
04 November 2019	Contractor site visit set
23 March 2020	Order to Repair Expired
23 July 2020	Walk-thru property
29 July 2020	Order to Remove written
31 July 2020	Sent Order to Remove

23 March 2019 - HAND received a complaint regarding this property and the state of deterioration of the roof and the patio roof.

29 March 2018- An Order to Repair the structure was issued for the property.

03 July 2018 - No action was taken to repair the structure so a reminder letter was sent regarding the Order to Repair.

12 December 2018 - No action was taken so a 'Right of Entry, Indemnification and Hold Harmless Agreement' was sent to the owner.

19 December 2018 – Phone conversation with Kathy Mobley and Doris Sims regarding the Right of Entry letter

29 January 2019 – No action on the letter so a second 'Right of Entry, Indemnification and Hold Harmless Agreement' was sent to the owner.

11 March 2019 – Received the signed 'Right of Entry, Indemnification and Hold Harmless' agreement

19 April 2020 – Scheduled time to meet contractors on site to review Order to Repair and get bids for the work. No contractors showed

28 April 2020 - Scheduled time to meet contractors on site to review Order to Repair and get bids for the work. No contractors showed

24 May 2020 - Scheduled time to meet contractors on site to review Order to Repair and get bids for the work. No contractors showed

06 September 2019 - Scheduled time to meet contractors on site to review Order to Repair and get bids for the work. No contractors showed

04 November 2019 - Scheduled time to meet contractors on site to review Order to Repair and get bids for the work. No contractors showed

23 March 2020 – Order to Repair Expired

The registered owner died and there are now four owners listed for the property. Charles Mobley, a new recorded owner, requested a walk thru of the property to evaluate the condition of the structure

23 July 2020 – Met on site with Charles Mobley and walked thru the structure

After review of the file and the condition of the structure and the site, it was determined that Orders to Remove should be issued for this property

31 July 2020 – Sent Order to Remove

Recommend **Approval** **Denial by:** Michael Arnold



**City of Bloomington
Housing and Neighborhood Development**

01 August 2020

Charles Mobley, Fred Lee Mobley, Thomas Mobley, Cristal Mobley
613 E Miller Dr
Bloomington IN 47401

**UNSAFE BUILDING
ORDER TO REMOVE**

RE: Structure(s) located at 1209 W 11th St, Bloomington Indiana 47404
Legal description of relevant property: 013-12640-00 Central Park Lot 1

You are the recorded owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(2), you are hereby **ORDERED** to **REMOVE THE STRUCTURE(S)** at the above-referenced property within **60** days, to wit: by 12 midnight local time on **01 October 2020**. This Order expires on 01 August 2022.

The following actions must be taken to comply with this Order:

- 1. Contact Monroe County Building Department for Demolition Permit.**
- 2. Properly remove the structure and level the area (grade) to eliminate any hole/depression left by the foundation, crawl space or basement.**
- 3. Properly remove the debris associated with demolition from the site.**
- 4. Remove the deteriorated shed**
- 5. Remove the abandoned vehicle on the property**
- 6. Notify Housing and Neighborhood Development upon completion of the work.**

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO REMOVE** is being issued as a result of inspection(s) conducted by HAND on 23 July 2020. The inspection(s) revealed that the property is:

- In an impaired structural condition that makes it unsafe to a person or property;
- A fire hazard;
- A hazard to the public health;

- A public nuisance;
- Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:
; and/or
- Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on 18 August 2020**. The hearing will take place during the virtual meet held on Tuesday 18 August 2020 at 5:30pm (Contact City of Bloomington Public Works for information to access the virtual meeting). You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

Failure to comply with this Order by the deadline(s) imposed may result in the City issuing citations for violations of the B.M.C., civil penalties being assessed against you, a civil suit being filed against you, the City making the necessary repairs (either by itself or via the use of an independent third-party contractor) and placing a lien on the Property to recover costs associated with this action, and/or demolition of the Property.

You must notify the City's HAND Department within five (5) days if you transfer title, or if another person or entity agrees to take a substantial interest in the Property. This notification shall include the full name, address and telephone number of the person or entity taking title of or substantial interest in the Property. The legal instrument used in the transfer must also be supplied to the HAND Department. Failure to comply with this notification requirement may render you liable to the City if a judgment is entered for the failure of the City to provide notice to persons holding an interest in the Property.

If you have questions regarding this Order, please feel free to contact Neighborhood Compliance Officer Mike Arnold during normal business hours at the address, telephone number, and/or email herein provided:

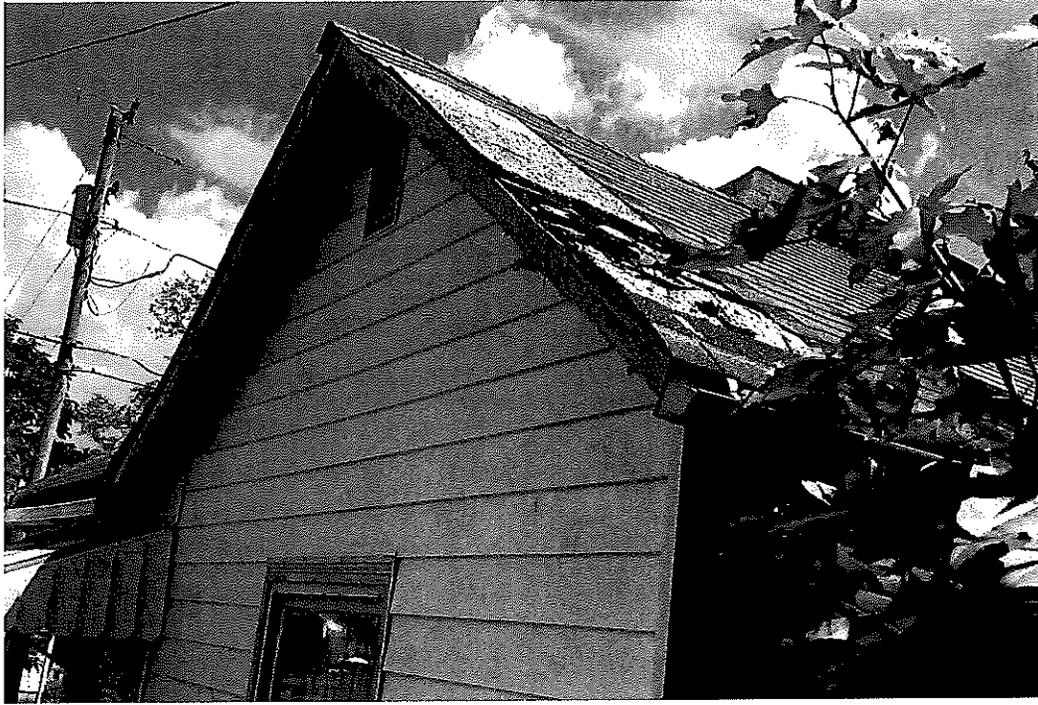
Michael Arnold
Neighborhood Compliance Officer
Housing & Neighborhood Development Department (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401
arnoldm@bloomington.in.gov.

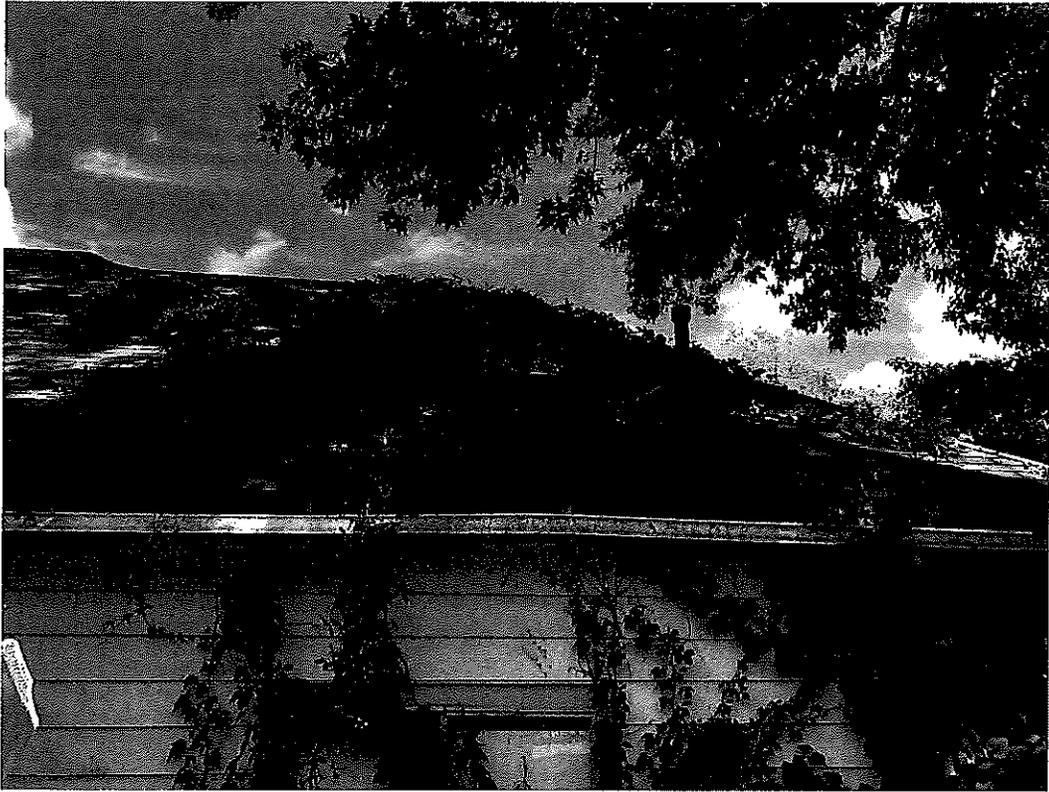
1209 W 11th St
23 July 2020





























21





BOARD OF PUBLIC WORKS
RESOLUTION 2020-37
Unsafe Order for 1209 West 11th Street, Bloomington, Indiana

WHEREAS, the City of Bloomington Housing and Neighborhood Development (HAND) has issued an **Order To Remove** the property located at 1209 West 11th Street, Bloomington, Indiana ("Property") because said property is unsafe as defined by both Indiana Code 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, HAND has issued an Order to the owner of record for the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code 36-7-9 *et seq.* and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, the Board of Public Works heard testimony and reviewed evidence on this Order at its Regular Meeting of August 18, 2020.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Public Works now

- Affirms the Order issued by HAND on July 31, 2020.
- Rescinds the Order issued by HAND on July 31, 2020.
- Modifies the Order issued by HAND on July 31, 2020. The modification of HAND's original Order is less stringent and now requires the property owner to take the following actions: _____

_____.

So Ordered this 18th day of August, 2020.

By: _____
Kyla Cox Deckard, President of the Board

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as a voluntary act and deed.

WITNESS, my hand notarial seal this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name of Notary



Board of Public Works

Staff Report

Project/Event: Approval of the Preliminary Engineering Contract with Bledsoe Riggert Cooper James for the Smith Road at Moores Pike and the S Walnut (Winslow to Ridgeview) Sidewalk Projects

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Interim Transportation and Traffic Engineer

Date: 8/18/2020

Report: This contract includes design services for two sidewalk projects prioritized by the Council Sidewalk Committee. The projects will install sidewalk curb ramps and marked crosswalks at the intersection of Smith Road and Moores Pike and also install sidewalk along the east side of S Walnut from Winslow to Ridgeview.

BRCJ was selected from the City's pre-approved consultant list based on their qualifications for this type of work. Compensation for these services is set at a not-to-exceed amount of \$53,120.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Preliminary Engineering Contract with Bledsoe Riggert Cooper James for the Smith Road at Moores Pike and the S Walnut (Winslow to Ridgeview) Sidewalk Projects.

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Current Item	8/18/2020
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD

August 11, 2020

Neil Kopper, PE
Project Engineer
City of Bloomington Planning & Transportation Department
City Hall
401 N. Morton Street, Suite 130
Bloomington, IN 47404

via email koppern@bloomington.in.gov

RE: Proposal for Land Surveying and Civil Engineering Services
Smith Road and Moores Pike – Construct Sidewalk Crossings
South Walnut Street from Winslow Road to Approximately 220 feet south of Ridgeview Drive –
Construct Sidewalk on the East Side

Dear Mr. Kopper:

Bledsoe Riggert Cooper James (BRCJ) is pleased to submit this proposal for land surveying and civil engineering services associated with the Smith Road and Moores Pike and South Walnut Street sidewalk improvement projects.

PROPOSED SERVICES

A. LAND SURVEYING

1. Perform topographic surveys of the project areas at the intersection of Smith Road and Moores Pike and also along the east side of South Walnut Street from Winslow Road to approximately 220 feet south of Ridgeview Drive, and including the west side of South Walnut at its intersection with Hoosier Street.
2. Establish apparent street right of way in the project areas, with apparent right of way lines to be shown on the PDF and included in the CAD file.
3. Obtain utility locates through 811 – Indiana Underground Plan Protection Services.
4. R/W Engineering to determine permanent and temporary R/W takes and prepare descriptions and exhibits is not included in this proposal.

B. CIVIL ENGINEERING

1. Visit the project sites to field check our survey and study and document existing conditions.
2. Develop concept plans for proposed improvements.
3. Meet with City Planning and Transportation Department members and CBU representatives to review the concept plans and agree to the direction of the design for each project.
4. Prepare two complete sets of engineering documents one for each project including:
 - a. Title Sheet
 - b. Existing Conditions Plan
 - c. Apparent Street Right-of-Way Plan
 - d. Maintenance of Traffic Plan
 - e. Selective Demolition and Erosion Control Plan
 - f. Site Improvement Plan (with pavement markings)
 - g. Site Layout Plan (with coordinates and dimensions)
 - h. Site Grading Plan and Drainage Plan
 - i. Cross Sections
 - j. Details – Curb, Sidewalk, Ramp, Driveway, Pavement Repair, etc.
 - k. Retaining Wall Elevations and Details (for South Walnut Street Project)
 - l. Engineer's Construction Estimates
5. Submit plans for review at 50%, 95%, and 100% design completion.

6. Meet with City Planning and Transportation Department members and CBU representatives for a review session to discuss the design and determine all necessary changes to finalize the documents.

C. ADDITIONAL SERVICES

The following services are not included in the above scope. Selected services may be negotiated or performed on an hourly basis at the request of the City.

1. Meet with property owners adjacent to the project
2. Electrical design for street lighting.
3. Design and permitting for water main and/or sanitary sewer main relocations.
4. Modifications to plans and specifications after final approval by the City.

D. ADDITIONAL PROVISIONS AND ASSUPTIONS

1. BRCJ has assumed a total of four (4) coordination/review meetings with the City Planning and Transportation Department including CBU for drainage improvements. If additional meetings are necessary or otherwise requested, they will be provided on an hourly basis.

E. PROJECT SCHEDULE

- Smith Road and Moores Pike - BRCJ will perform all necessary work so the project can be bid and constructed this fall.
- South Walnut - BRCJ proposes to start the survey within four weeks of the notice to proceed and have the project complete within a four to five month period. If there is a need to expedite this project, BRCJ will do so to meet the City's time line.

F. PROFESSIONAL FEES

BRCJ's professional fees are based on the time and expertise anticipated to complete the proposed services as described above. BRCJ proposes to provide the following services and associated fees:

1. Topographic Surveys for a lump sum fee of \$10,000.00.
2. Civil Engineering for the sidewalk improvements for a lump sum fee of \$38,440.00.
3. Set aside assistance during the Bidding and Construction Phases on an hourly basis estimated at \$4,680.00.

The fees indicated for this proposal are lump sum unless noted otherwise. Billings will be made monthly, 30 days net, in proportion to the complete percentage of our work.

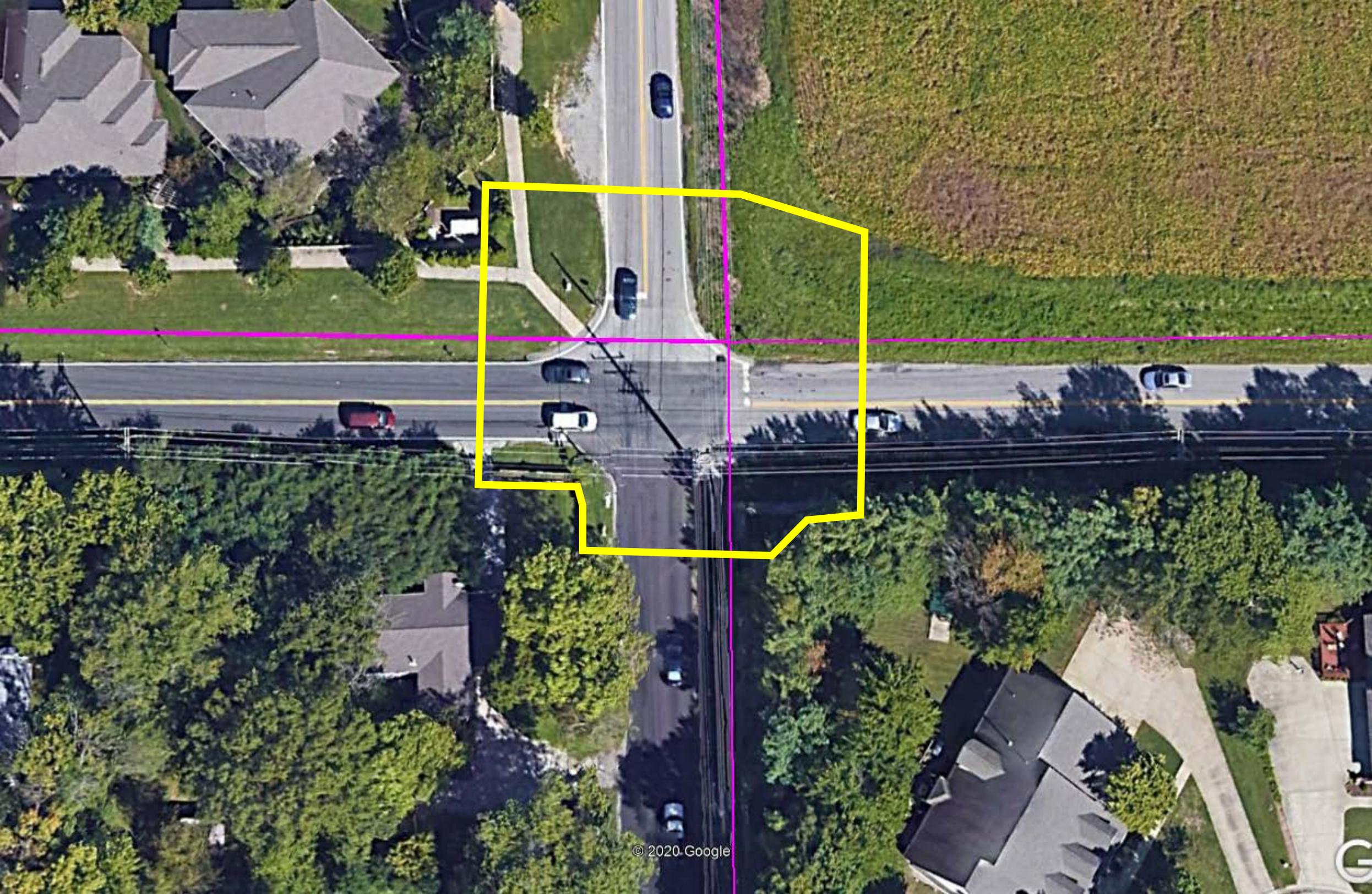
Attached, for the City's review, please find images with the proposed survey limits, Fee Justification Spreadsheet and Fee Schedule

BRCJ appreciates the opportunity to submit this proposal for the City's consideration. If everything is acceptable, BRCJ will prepare the City's Standard Local Contract. BRCJ looks forward to working with the City on these projects. If there are any question regarding this proposal, please contact me.

Sincerely,



William S. Riggert, PE
Principal



W Country Club Dr

E Winslow Rd



Limestone Dr

Cherry St

Hoosier St

S Walnut St

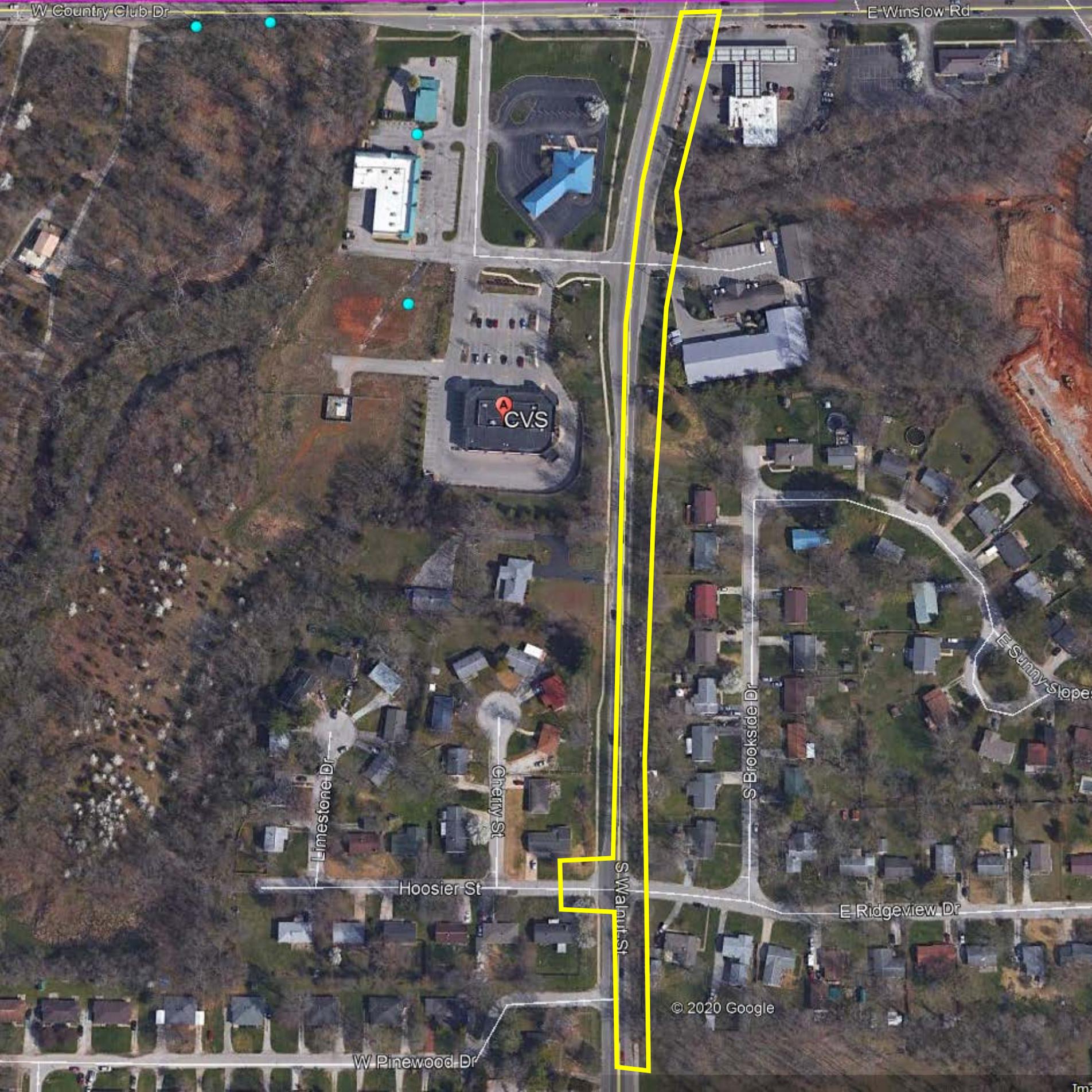
S Brookside Dr

E Ridgeview Dr

E Sunny Slope

W Pinewood Dr

© 2020 Google

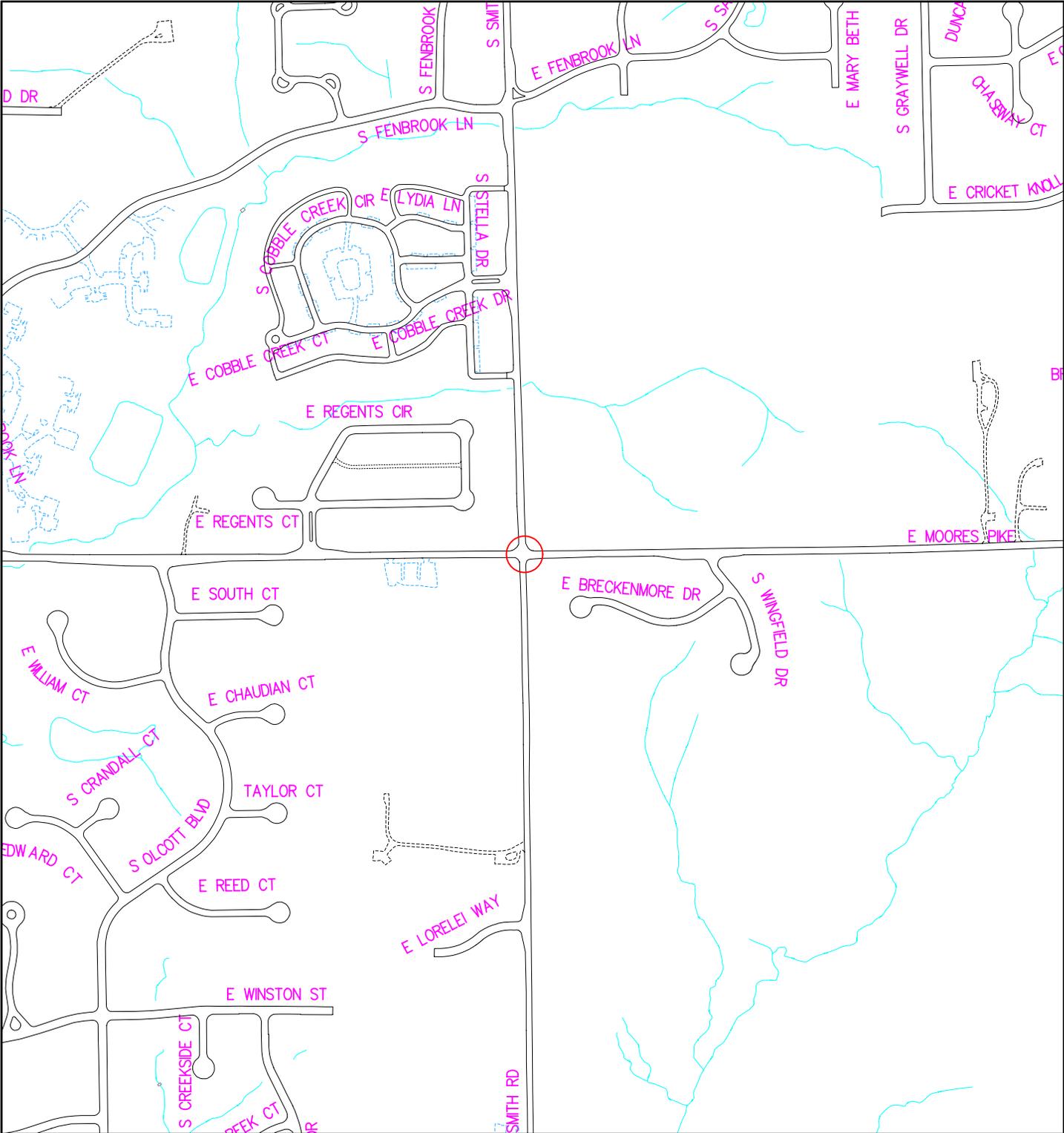


BLEDSOE RIGGERT COOPER JAMES Land Surveying - Civil Engineering - GIS		Fee Justification						
Description: Civil Engineering Services		City of Bloomington - South Walnut Sidewalk Improvements and Smith and Moores Pike Cross Walks July 18, 2020						
DESCRIPTION	Number of Sheets, Items or Events	Staff Hours by Classification					Total Hours / Task	Total Dollars / Task
		Professional Engineer	Civil Engineer	Landscape Architect	CAD Technician	Admin Assistant		
Land Surveying Services								
Smith and Moores Pike - Topo and Establish apparent street R/W	Lump Sum							\$1,700.00
South Walnut - Topo and Establish apparent street R/W	Lump Sum							\$8,300.00
SUBTOTAL:								\$10,000.00
Preliminary Tasks								
Initial Coordination with City Planning and Transportation		2	0	0	0	0	2	\$260.00
Site Reconnaissance, Survey Field Check, and Photography		6	6	0	0	0	12	\$1,320.00
SUBTOTAL:							14	\$1,580.00
Design Tasks - Smith Road and Moores Pike Construct Ramps and Crosswalks								
Title Sheet	1	1	4	0	0	0	5	\$490.00
Existing Conditions Plan with control points and utility contacts	1	1	2	0	0	0	3	\$310.00
Right-Of-Way Plan with property identification	1	1	2	0	0	0	3	\$310.00
Maintenance of Traffic Plan	1	2	4	0	0	0	6	\$620.00
Selective Site Demolition and Erosion Control Plan	1	2	4	0	0	0	6	\$620.00
Site Improvement Plan with Pavement Markings	1	1	4	0	0	0	5	\$490.00
Site Layout Plan with coordinates and dimensions	1	1	4	0	0	0	5	\$490.00
Site Grading Plan with spot elevations	1	4	4	0	0	0	8	\$880.00
Sidewalk and Ramp Details	1	2	4	0	0	0	6	\$620.00
Engineer's Construction Estimate	2	4	4	0	0	0	8	\$880.00
Project Management and Plan Review		4	0	0	0	0	4	\$520.00
SUBTOTAL:							59	\$6,230.00
Design Tasks - South Walnut Street Winslow to 220 Feet South of Ridgeview Drive Construct Sid								
Title Sheet	1	1	4	0	0	0	5	\$490.00
Existing Conditions Plan with control points and utility contacts	3	1	4	0	0	0	5	\$490.00
Apparent Right-Of-Way Plan	3	1	4	0	0	0	5	\$490.00
Maintenance of Traffic Plan	1	2	8	0	0	0	10	\$980.00
Selective Site Demolition and Erosion Control Plan	3	2	12	0	0	0	14	\$1,340.00
Site Improvement Plan with Pavement Markings	3	4	24	0	0	0	28	\$2,680.00
Site Layout Plan with coordinates and dimensions	3	4	24	0	0	0	28	\$2,680.00
Site Grading and Drainage Plan with spot elevations	3	8	24	0	0	0	32	\$3,200.00
Storm Sewer Profiles	2	4	16	0	0	0	20	\$1,960.00
Cross Sections (1,600 LF, approximately 36 sections, 8 per sheet)	5	8	24	0	0	0	32	\$3,200.00
Sidewalk, Ramp, Driveway, and Signage Details	1	4	16	0	0	0	20	\$1,960.00
Retaining Wall Elevations and Details	2	12	16	0	0	0	28	\$3,000.00
Drainage Calculations		8	0	0	0	0	8	\$1,040.00
Engineer's Construction Estimate	2	4	16	0	0	0	20	\$1,960.00
Special Provisions - Technical Specifications		4	0	0	0	0	4	\$520.00
Project Management and Plan Review		12	0	0	0	0	12	\$1,560.00
SUBTOTAL:							271	\$27,550.00
Project Meetings Coordination and Management								
Coordination and Plan Review Meetings both projects	4	8	8	0	0	0	16	\$1,760.00
Field Review of Plan Sets		6	6	0	0	0	12	\$1,320.00
SUBTOTAL:							28	\$3,080.00
Bidding and Construction Phase Support								
South Walnut Project		32	0	0	0	0	32	\$4,160.00
Smith and Moore Pike Project		4	0	0	0	0	4	\$520.00
SUBTOTAL:							36	\$4,680.00
TOTAL - Civil Engineering (CE) HOURS:		160	248	0	0	0	408	\$43,120.00
CE - CLASSIFICATION RATE PER HOUR		\$130.00	\$90.00	\$90.00	\$80.00	\$64.00		
CE - LABOR AND OVERHEAD COSTS:		\$20,800.00	\$22,320.00	\$0.00	\$0.00	\$0.00		\$43,120.00
TOTAL COST Civil Engineering and Land Surveying:								\$53,120.00

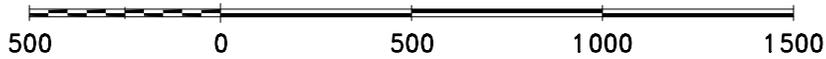
FEE SCHEDULE
(Effective July 1, 2018)

HOURLY RATES

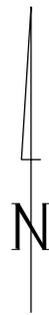
Registered Land Surveyor	\$ 130.00
Registered Engineer	\$ 130.00
GIS Software Engineer	\$ 130.00
Surveyor / Engineer / Designer	\$ 90.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 130.00
Surveying Technician / Engineering Technician / GIS Analyst / Drafter	\$ 80.00
Clerical	\$ 64.00



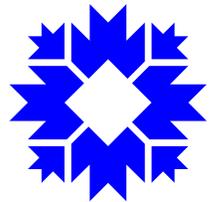
By: koppern
12 Aug 20



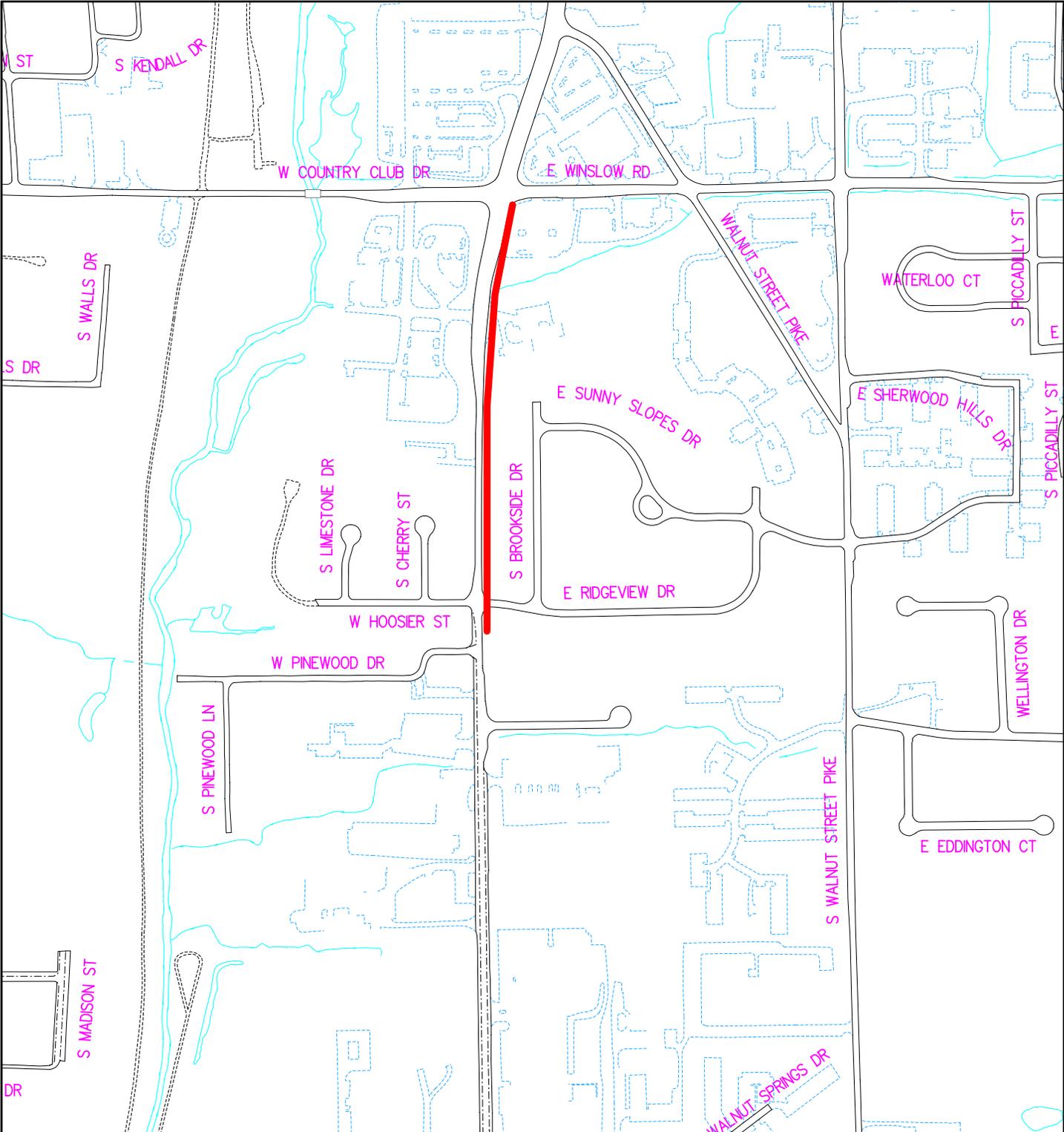
For reference only; map information NOT warranted.



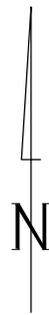
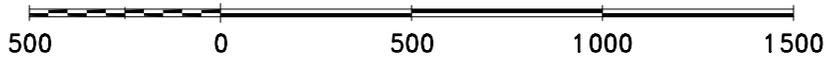
City of Bloomington
Planning & Transportation



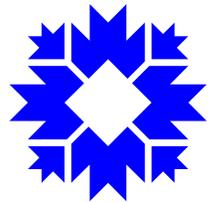
Scale: 1" = 500'



By: kopperrn
12 Aug 20



City of Bloomington
Planning & Transportation



Scale: 1" = 500'

For reference only; map information NOT warranted.

PROJECT NAME: Smith Road & Moore Pike and South Walnut Street

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2020, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Bledsoe Riggert Cooper James (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to construct sidewalks, curb ramps, crosswalks, and related improvements at the intersection of Smith Road and Moores Pike and along the east side of South Walnut Street from Winslow Road to approximately 220 feet south of Ridgeview Drive,

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

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

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

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

Article 1. Scope of Services: Consultant shall provide land surveying and engineering design services for the improvements above. These design services shall include the preparation of plans, and estimates for work on sidewalks, curb ramps, cross walks, and other incidental construction that is found necessary to complete the installation of these features. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. For the portion of the project identified as Smith Road and Moose Pike, the total compensation paid, including fees and expenses, shall not exceed the amount of **Nine Thousand Six Hundred and Eighty Dollars (\$9,680.00)**. For the portion of the project identified as South Walnut Street, the total compensation paid, including fees and expenses, shall not exceed the amount of **Forty-Three Thousand Four Hundred Forty Dollars (\$43,440.00)**. The total compensation paid for the project, including fees and expenses, shall not exceed the amount of **Fifty-Three Thousand One Hundred Twenty Dollars (\$53,120.00)**. These sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

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

2. Billing Records:

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

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

forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

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

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

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

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

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

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

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

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

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

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent

act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board:

City of Bloomington
Planning and Transportation Dept.
Attn: Neil Kopper
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

Bledsoe Riggert Cooper James
Attn: William S. Riggert
1351 S. Tapp Road
Bloomington, IN 47403-3238

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

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

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

Article 26. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

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

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this

offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

Bledsoe Riggert Cooper James

By: _____
Kyla Cox Deckard, President

William S. Riggert, PE
President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

Refer to Attachment 1.

**EXHIBIT B
COMPENSATION**

This project is to be completed and invoiced using a Lump Sum basis. Each work area has an agreed maximum cost presented below. In the event that additional services are needed, additional compensation will be determined using the same rates that appear in Exhibit A. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

SMITH ROAD and MOORES PIKE

Land Surveying	\$1,700.00
Assessment and Preliminary Design	\$460.00
Design	\$6,230.00
Bidding and Construction Phase Support.....	\$520.00
Project Management	\$770.00

TOTAL ESTIMATED COST OF SMITH ROAD and MOORES PIKE \$ 9,680.00

SOUTH WALNUT STREET

Land Surveying	\$8,300.00
Assessment and Preliminary Design	\$1,120.00
Design	\$27,550.00
Bidding and Construction Phase Support.....	\$4,160.00
Project Management	\$2,310.00

TOTAL ESTIMATED COST OF SOUTH WALNUT STREET \$ 43,440.00

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

Senior Project Manager:	\$130 / hour
Project Engineer:	\$ 90 / hour
CADD Technician:	\$ 80 / hour
Direct Expenses:	At Cost
Subconsultants:	At Cost + 5%

**EXHIBIT C
PROJECT SCHEDULE**

	SMITH ROAD AND MOORES PIKE		SOUTH WALNUT STREET	
MILESTONES	ESTIMATED DATE	COMMENTS	ESTIMATED DATE	COMMENTS
Notice to Proceed	August 18, 2020		August 18, 2020	
Perform Topographic Survey	Sept 4, 2020		October 2, 2020	
Submit Preliminary Plans	Sept 15, 2020	Assumes expedited review period for City	Dec 18, 2020	
Submit Draft Final Plans	N/A		Feb 26, 2020	
Complete Final Plans	Sept 22, 2020		March 26, 2021	
Bid Advertisement	Sept 22, 2020		March 30, 2021	
Bid Opening	October 13, 2020		April 27, 2021	
Construction	Oct-Nov 2020		May-July 2021	

**EXHIBIT D
KEY PERSONNEL**

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

Position / Responsibility

Name

Senior Project Manager
Project Engineer

William S. Riggert, PE
Daniel L. Neubecker

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

Bledsoe Riggert Cooper James
(Name of Organization)

By: _____
William S. Riggert, PE
President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

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



Board of Public Works Staff Report

Project/Event: Approval of Construction Inspection Contract with Strand Associates, Inc. for the Crosswalk Improvements Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Interim Transportation and Traffic Engineer

Date: 08/18/2020

Report: This project will improve crosswalks at numerous locations throughout the City. The project is programmed in the MPO TIP for construction (up to \$410,000 in federal funds) and construction engineering (up to \$60,684 in federal funds). No right of way acquisition is anticipated. Construction is expected in 2021.

Strand Associates, Inc. was selected from 7 engineering firms that responded to a Request for Information (RFI) to perform construction inspection for this project. The total contract amount for these services is set at a not-to-exceed amount of \$52,500.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Construction Inspection Contract with Strand Associates, Inc. for the Crosswalk Improvements Project.

Recommend Approval Denial by Neil Kopper

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Approved	9/19/2017
Design Services Contract	Approved	11/18/2019*
Construction Inspection Contract	Current Item	8/18/2020
Construction Contract	N/A**	2020

* Original design contract approved 6/11/2019

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

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between the City of Bloomington, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Strand Associates, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of Wisconsin.

Des. No.: 1700976

Project Description: Various pedestrian crossing enhancements located in Bloomington, Indiana

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be March 30, 2022. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 52,500.**

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration (“FHWA”) within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT’s assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT’S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. Merger and Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. Notice to Parties: Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Neil Kopper
401 North Morton Street
Bloomington, IN 47402

Notices to the CONSULTANT shall be sent to:

Bill Hawkins
629 Washington Street
Columbus, IN 47201

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

**LOCAL PUBLIC AGENCY
City of Bloomington, Indiana
Board of Public Works**

Signature

Joseph M. Bunker, Secretary

Signature

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice President

Attest:

Signature

Rachel Frieders

Signature

Dana Palazzo, Secretary

Signature

Philippa M. Guthrie, Corporation Council

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

A. Engineering Personnel

For the fulfillment of the services outlined in Section B below, the CONSULTANT will provide one part-time Resident Project Representative for up to 500 total hours for a period of time until the construction project and final construction report are completed.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LPA and INDOT.

The part-time Resident Project Representative will take directions from and report to the INDOT's Area Engineer on matters concerning contract compliance and administration.

The part-time Resident Project Representative will report observations to the LPA's Project Coordinator and INDOT's Area Engineer.

B. Description of Services

1. Review the construction schedule prepared by the contractor in accordance with the Contract and discuss with the LPA.
2. Attend preconstruction conferences as directed by the LPA, arrange a schedule of progress meetings and other such job conferences, and submit such schedules to the LPA for notification to those who are anticipated to attend. Record for the LPA, as directed, minutes of such meetings.
3. Serve as the LPA's liaison with the contractor, working principally through the contractor's field superintendent or such other person in authority as designated by the contractor. Acting in liaison capacity, the part-time Resident Project Representative will be familiar with the drawings and specifications applicable to the project.
4. Assist the LPA in communicating with the various federal, state, and local agencies having jurisdiction over the project.
5. Assist the LPA and INDOT in obtaining from the contractor a list of proposed suppliers and subcontractors.
6. Assist the LPA and INDOT in obtaining from the contractor additional details or information when needed.
7. Furnish equipment to sample and test materials in accordance with INDOT's procedures.
8. Obtain field samples of materials delivered to the site in accordance with the Indiana State Highway Commission Construction Manual and deliver such samples to the appropriate INDOT laboratory office.

9. Observation and Testing:
- a. Provide on-site testing of materials in accordance with the latest edition of the Indiana State Highway Commission Construction Manual.
 - b. Accompany visitors representing local, state, or federal agencies having jurisdiction over the project, and discuss progress with the LPA and INDOT.
 - c. Document that the contractor's testing has been accomplished.

CONSULTANT's efforts shall be directed toward determining for LPA that the completed project will, in general, conform to the Contract Documents; but CONSULTANT shall not supervise, direct, or have control over the contractor's work and shall not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

10. Consider the contractor's suggestions for modifications in drawings and/or specifications and discuss them with the LPA and INDOT.

11. Records:

- a. Prepare and maintain at the job site orderly files of correspondence; minutes of job conferences; shop drawings and other submissions; reproductions of original Contract Documents, including addenda, change orders and additional drawings subsequent to the award of the Contract; progress reports; and other project-related documents.
- b. Prepare a diary or log book recording hours worked by the contractor, weather conditions, list of visiting officials, decisions, general observations, and test procedures. Upon request, furnish copies of such a diary or log book to the LPA.
- c. Maintain for the LPA a record of names, addresses, and telephone numbers of subcontractors and major material suppliers.
- d. Maintain a set of record drawings and deliver to the LPA upon request. Consultant will not be liable for accuracy of the record drawing information provided by contractor or LPA.
- e. Prepare the final construction record and final progress payment as required by INDOT and the LPA.
- f. Furnish to INDOT and the LPA at periodic intervals, as required, progress reports of the project, including the contractor's progress with the construction schedule.
- g. Prepare progress payment for periodic partial payments to the contractor and deliver to the LPA and INDOT for review and processing. The payments to the contractor will be based on estimates of the value of work performed and materials in place in accordance with the Contract.
- h. The Resident Project Representative will be responsible for the documentation of pay quantities and the maintenance of appropriate records related to the construction of this project.

12. The CONSULTANT will regulate its weekly services to conform to the contractor's hours in accordance with the directions of the INDOT Area Engineer. If work on the construction project is suspended and matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended by INDOT.
13. The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT, or an individual associated with the CONSULTANT cannot accept or perform any services (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor, or for any of the contractor's subcontractors on this project. For purposes of this section, a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer, or a common owner. For purposes of this section, an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

For purposes of this section the following definitions shall be used:

Director—Any number of the board of directors of a corporation.

Officer—The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

Owner—A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Designate an employee as Project Coordinator to coordinate activities between CONSULTANT, INDOT, and the LPA.
2. Assist the CONSULTANT by placing at its disposal all available information pertinent to the project.
3. Notify those expected to attend project meetings and conferences.
4. Review and approve contract modifications.
5. Review progress reports of the project.

APPENDIX "C"

SCHEDULE:

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

The CONSULTANT will be prepared to begin the services under this Contract within five (5) days after a letter of notification to proceed is received from the LPA which is anticipated on or about December 9, 2020. The CONSULTANT will complete and deliver the final construction record and final estimate to the District Director within forty-five (45) calendar days after the contractor's last day of work which is anticipated to be March 30, 2022.

APPENDIX "D"

Compensation

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the services performed under this Contract the total amount not to exceed \$52,500 unless a supplement is executed by the parties that increases the maximum amount payable.
2. The CONSULTANT shall be paid for the actual hours of services performed exclusively on this Contract in accordance with the negotiated hourly billing rates per classification:

Labor Classification	Allowable Hourly Rates	Allowable Hourly Rates
	Per Year	Per Year
	July 1, 2020–June 30, 2021	July 1, 2021–June 30, 2022
Senior Project Manager	\$ 191.78	\$ 196.38
Technician-Transportation	\$ 110.62	\$ 113.27
Engineer, EI 1, Trans	\$ 99.28	\$ 101.66
Technician, Field	\$ 85.00	\$ 87.00
Inspector	\$ 85.33	\$ 87.38
Secretarial	\$ 75.54	\$ 77.35

3. For those services by the CONSULTANT, the CONSULTANT shall be reimbursed the direct nonsalary costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions) as approved by INDOT. The direct nonsalary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT shall be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such claim voucher shall be subject to approval as reasonable by the LPA prior to any reimbursement thereof.
5. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

1. The CONSULTANT will submit claim vouchers to the LPA for services covered under this Contract. The LPA may submit a maximum of one claim voucher per calendar month for services covered under this Contract. The claim vouchers will be submitted to:

Consultant Services Coordinator
INDOT-Seymour District
185 Agrico Lane
Seymour, Indiana 47274

2. The claim vouchers will represent the value to the LPA of the partially completed services as of the date of the claim voucher. When submitting claim vouchers to the LPA, the CONSULTANT will furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, the number of hours worked since the last claim voucher was submitted, and the hourly rate.
3. If the LPA does not agree with the amount claimed by the CONSULTANT on a claim voucher, the LPA will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 9 of this Contract or the CONSULTANT's last known address.
4. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT will notify INDOT and the status will be evaluated.



Board of Public Works Staff Report

Project/Event: Request from Colligate Development Group to close the sidewalk and bike lane adjacent to 1800 N Walnut St

Staff Representative: Paul Kehrberg

Petitioner/Representative: Mitchell Korte, CDG

Date: August 18th, 2020

Report: Collegiate Development Group is requesting to close the sidewalk and bike lane adjacent to 1800 N Walnut St. The closure is part of their development project where they will be relocating a waterline and replacing curbs and sidewalks. They will be constructing crosswalks north and south of the sidewalk closure which will connect to a new sidewalk on the west side of N Walnut St. CDG already has the approval from the City Parks and Recreation Department to construct the new sidewalk on their property. The travel lanes will be separated from the construction site with barricades. This closure would be in place from September 1st, 2020 to August 31st, 2022.

Colligate Development Group has supplied maintenance of traffic plans for all work. They have also sent notices to adjacent property owners about the BPW meeting and scope of their work.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission for the closures.

Recommend Approval Denial by

Paul Kehrberg



7711 Bonhomme Avenue, Suite 625
Clayton, MO 63105
P: 314.721.5559 F: 314.667.3121

August 11, 2020

Via Electronic Delivery

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

Re: 1800 N. Walnut Street – Sidewalk Closure

CDG Acquisitions, LLC and Brinkmann Constructors (“CDG”) are constructing a mixed-use development at 1800 N. Walnut Street. In order to facilitate this project, CDG is respectfully requesting the temporary closure of the sidewalk and bike lane in front of the property, in accordance with the attached Traffic Plan. CDG is requesting these closures from September 1, 2020 to August 31, 2022.

CDG has been, and will continue, coordinating with the Bloomington Parks Department and Planning Department on the installation of a replacement sidewalk on the west side of N. Walnut. CDG and the Parks Department have finalized the design for the replacement sidewalk and installation will occur prior to the removal of the existing sidewalk in front of the project.

Therefore, CDG respectfully requests that the Board of Public Works approves the closure referenced above.

Sincerely,

CDG Acquisitions, LLC



7711 Bonhomme Avenue, Suite 625
Clayton, MO 63105
P: 314.721.5559 F: 314.667.3121

August 13, 2020

[Owner]
[Address]

Re: 1800 N. Walnut Street – Sidewalk Closure

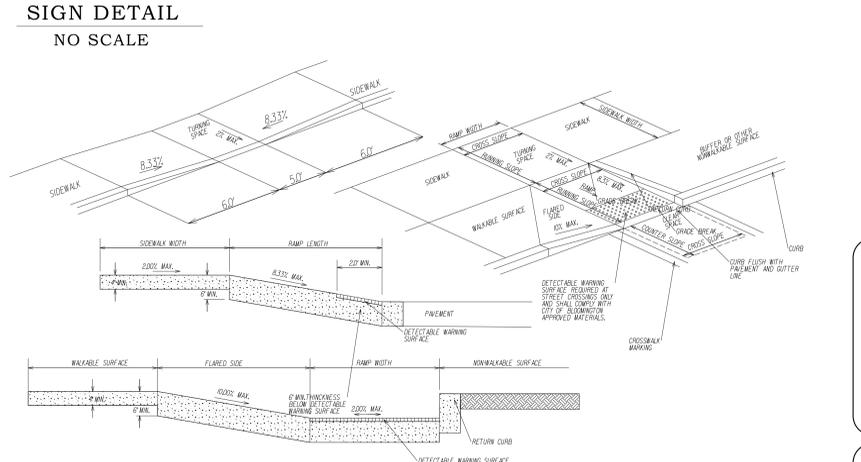
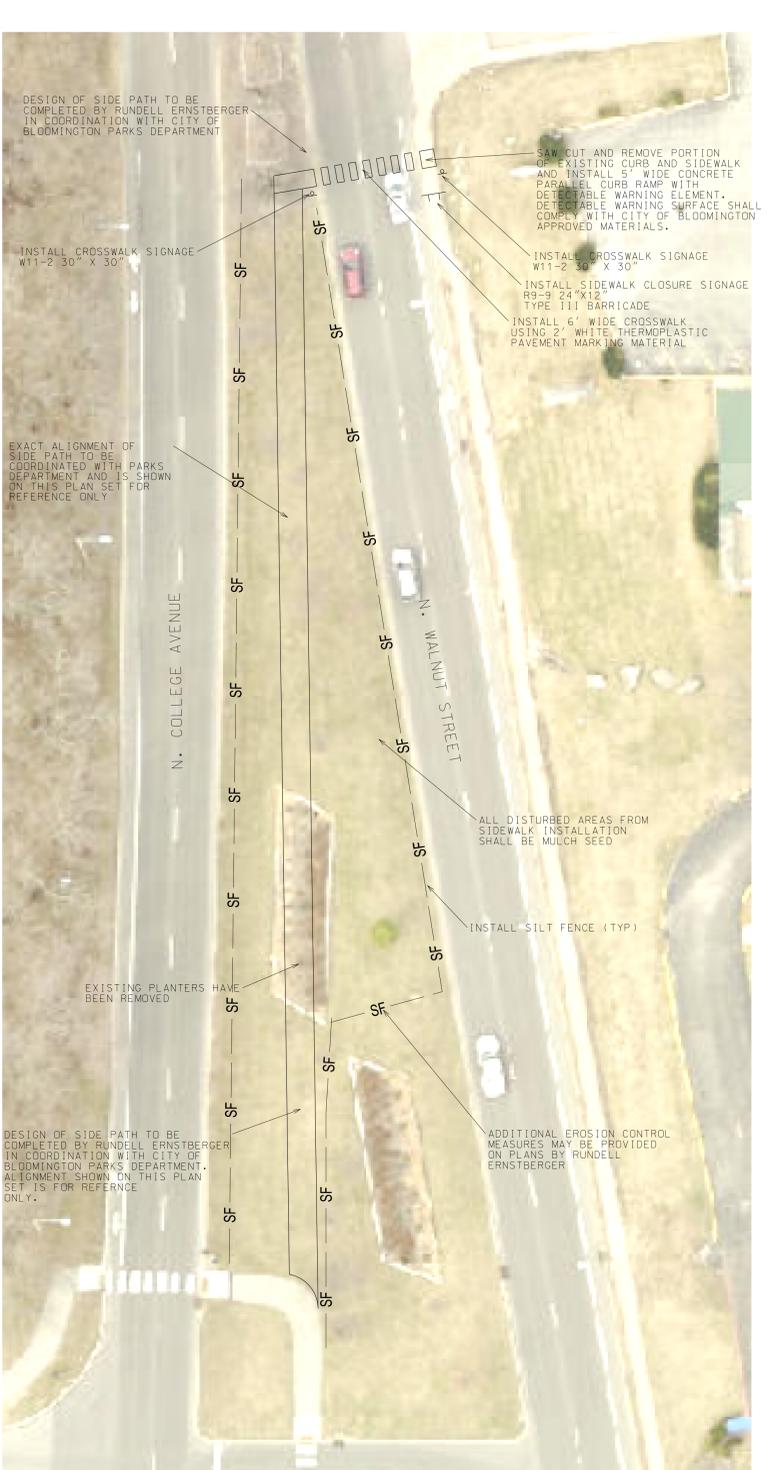
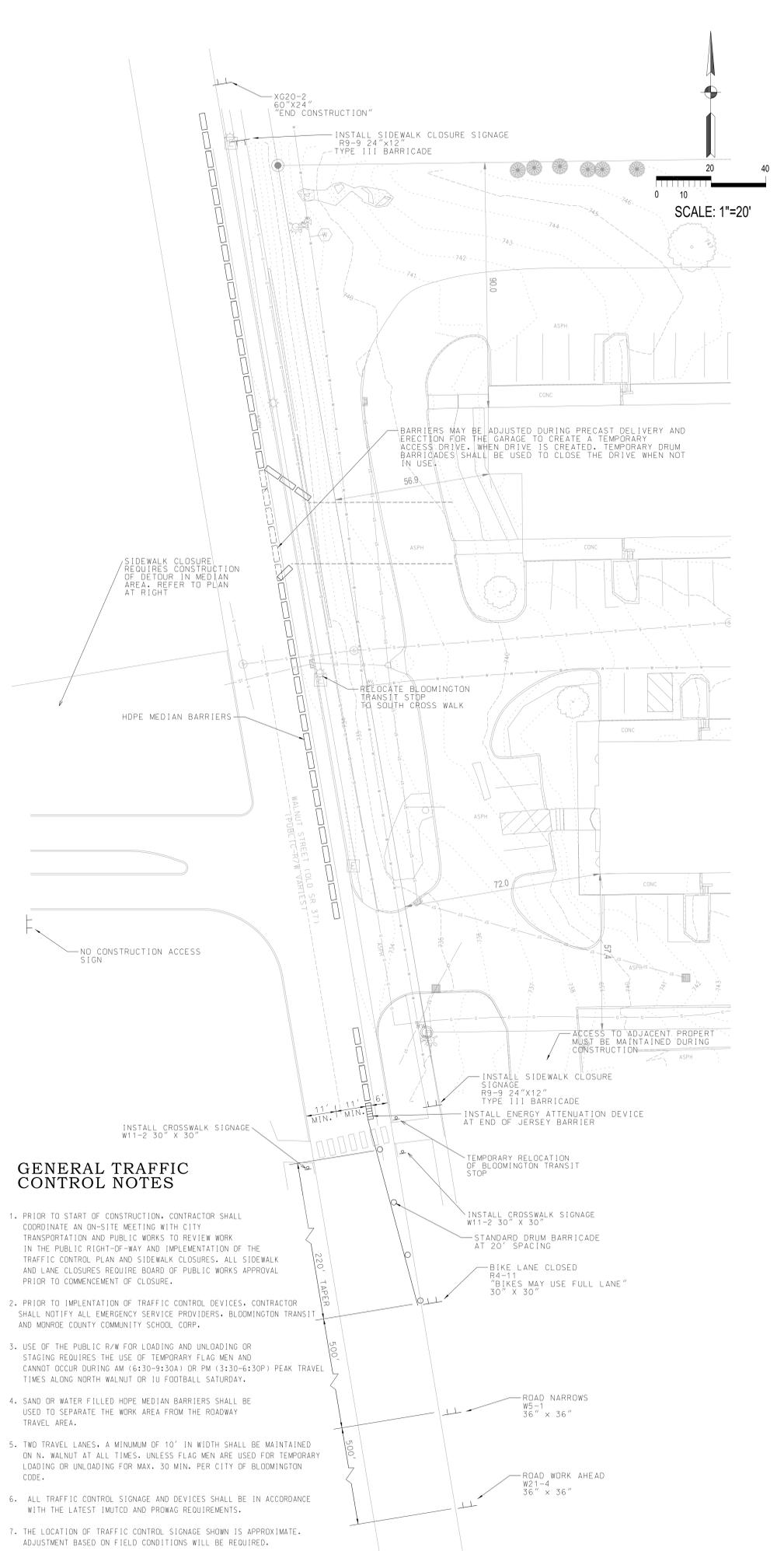
This letter is informing you that CDG Acquisitions, LLC (“CDG”) is planning a mixed-use development at 1800 N. Walnut Street. In order to facilitate this project, CDG is respectfully requesting the temporary closure of the sidewalk and bike lane in front of the property, in accordance with the attached Traffic Plan. CDG is requesting these closures from September 1, 2020 to August 31, 2022.

CDG has been, and will continue, coordinating with the Bloomington Parks Department and Planning Department on the installation of a replacement sidewalk on the west side of N. Walnut. This will allow pedestrians to safely pass by the site during construction. CDG and the Parks Department have finalized the design for the replacement sidewalk and installation will occur prior to the removal of the existing sidewalk in front of the project.

The Board of Public Works meeting will be held via Zoom on Tuesday, August 18 at 5:30pm.

Sincerely,

CDG Acquisitions, LLC

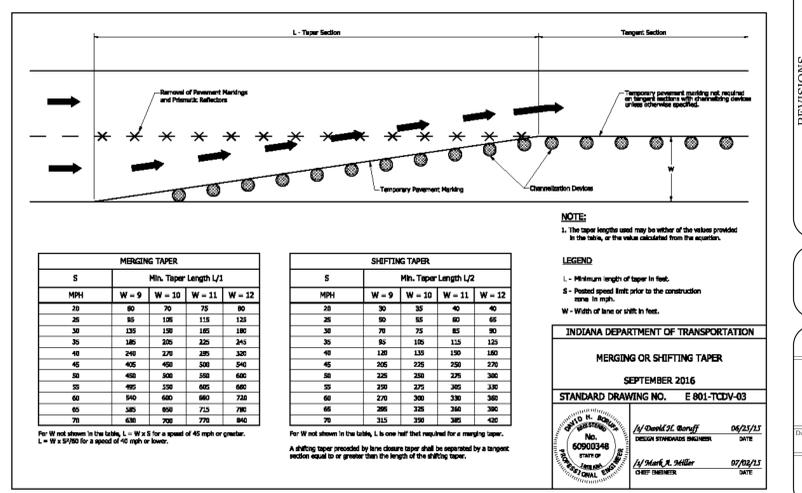
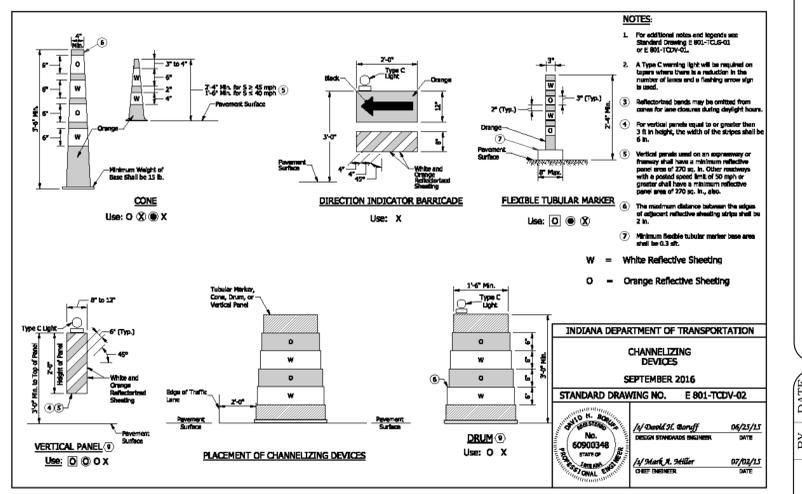
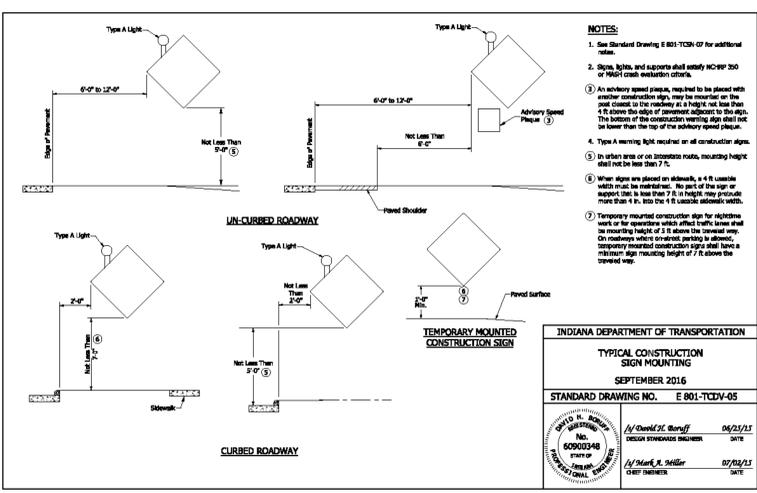


- GENERAL NOTES:**
1. ALL SLOPES ARE ABSOLUTE. SLOPES AT LEAST 0.50% LESS THAN THE MAXIMUM ARE PREFERRED.
 2. A TURNING SPACE SHALL BE PROVIDED AT THE TOP OF A PERPENDICULAR RAMP. BOTTOM OF A PARALLEL RAMP OR WHERE THE PEDESTRIAN TRAVEL REQUIRES A CHANGE IN DIRECTION. A COMMON TURNING SPACE MAY BE SHARED BY ADJACENT RAMPS. THE TURNING SPACE SHALL HAVE A MINIMUM CLEAR DIMENSION OF 4'4\"/>



GENERAL TRAFFIC CONTROL NOTES

1. PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL COORDINATE AN ON-SITE MEETING WITH CITY TRANSPORTATION AND PUBLIC WORKS TO REVIEW WORK IN THE PUBLIC RIGHT-OF-WAY AND IMPLEMENTATION OF THE TRAFFIC CONTROL PLAN AND SIDEWALK CLOSURES. ALL SIDEWALK AND LANE CLOSURES REQUIRE BOARD OF PUBLIC WORKS APPROVAL PRIOR TO COMMENCEMENT OF CLOSURE.
2. PRIOR TO IMPLEMENTATION OF TRAFFIC CONTROL DEVICES, CONTRACTOR SHALL NOTIFY ALL EMERGENCY SERVICE PROVIDERS, BLOOMINGTON TRANSIT AND MONROE COUNTY COMMUNITY SCHOOL CORP.
3. USE OF THE PUBLIC R/W FOR LOADING AND UNLOADING OR STAGING REQUIRES THE USE OF TEMPORARY FLAG MEN AND CANNOT OCCUR DURING AM (6:30-9:30A) OR PM (3:30-6:30P) PEAK TRAVEL TIMES ALONG NORTH WALNUT OR IU FOOTBALL SATURDAY.
4. SAND OR WATER FILLED HOPE MEDIAN BARRIERS SHALL BE USED TO SEPARATE THE WORK AREA FROM THE ROADWAY TRAVEL AREA.
5. TWO TRAVEL LANES- A MINIMUM OF 10' IN WIDTH SHALL BE MAINTAINED ON N. WALNUT AT ALL TIMES. UNLESS FLAG MEN ARE USED FOR TEMPORARY LOADING OR UNLOADING FOR MAX. 30 MIN. PER CITY OF BLOOMINGTON CODE.
6. ALL TRAFFIC CONTROL SIGNAGE AND DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST MUTCD AND PROWAG REQUIREMENTS.
7. THE LOCATION OF TRAFFIC CONTROL SIGNAGE SHOWN IS APPROXIMATE. ADJUSTMENT BASED ON FIELD CONDITIONS WILL BE REQUIRED.



Smith Breiboh & Associates, Inc.
2355 E. Canada Drive
Suite 101
Bloomington, Indiana 47401
www.smithbreiboh.com

1800 N. WALNUT BLOOMINGTON, IN.
COLLEGIATE DEVELOPMENT GROUP

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING NO. E 801-TC03-02
SEPTEMBER 2016

DESIGNED BY: N. Ouellet, J. Bluff
CHECKED BY: M. R. Miller
DATE: 06/25/15

REVISIONS

DESIGNED BY: SAAB
CHECKED BY: SB/WAW
DATE: KES

5827 SHEET
C600
7/30/20
MAINTENANCE OF TRAFFIC



City of Bloomington
Public Works Department

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

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

Street or Traffic Lane Closure Permit Application

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

Location: 1800 North Walnut Street Walnut Knolls Apt W Old State Rd 37
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL
 Complete Street Closure One Traffic Lane 2 or more Traffic Lanes Alley
 Sidewalk/Multiuse Path/Trail Bike Lane Parking Lane

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: NEW CONSTRUCTION ADJACENT TO 1800 N WALNUT

Date(s) of Closure: From <u>9/01/2020</u> To <u>8/31/2022</u> > 2 weeks? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Start Time: <u>12</u> : <u>01</u> a.m. / p.m. End Time: <u>11</u> : <u>59</u> a.m. / p.m.
Overnight Closure Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: BRINKMANN CONSTRUCTORS

Contact Person (*Printed Name*): CHRIS LEPSKY

Contact Email: CLEPSKY@BRINKMANNCONSTRUCTORS.COM Contact Phone No.: 314-420-5014

Signature: Date: 8/13/2020

For Administration Use Only

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

Memorandum of Understanding

This Memorandum of Understanding ("MOU") between the City of Bloomington Parks and Recreation Department, ("BP&R") and CDG BREP SH Pursuit Costs, L.L.C. ("CDG") outlines the binding conditions placed upon BP&R and CDG, and agreed to by BP&R and CDG.

WHEREAS, CDG has an approved project to construct a large student housing development on North Walnut Street, Bloomington, Indiana ("CDG Project");

WHEREAS, CDG must remove the sidewalk that runs north/south alongside their development construction;

WHEREAS, CDG has requested the City of Bloomington to permit CDG to build a sidewalk on the Miller-Showers Park property immediately west of their development construction across North Walnut Street due to the lack of other options to maintain safe pedestrian travel in this area while CDG's project is under construction;

WHEREAS, the City of Bloomington is currently developing a "Gateway" treatment on the northern section of Miller-Showers Park (the "Gateway Project") and CDG's proposed sidewalk development would occur within and impact this area;

WHEREAS, BP&R and CDG have come to mutually beneficial terms wherein CDG will construct a permanent sidewalk per the City of Bloomington's gateway design.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other valuable consideration, the undersigned parties agree as follows:

1. CDG shall provide BP&R topographic survey data for the north Miller-Showers Park gateway section identified in Exhibit A with sufficient detail and data as required for BP&R's consultant, Rundell Ernstberger Associates ("REA") to proceed with design and specifications for sidewalk construction only.
2. CDG shall pay survey costs associated with providing the information required in paragraph one above.
3. BP&R shall pay all costs associated with the sidewalk design.
4. Per the conceptual REA gateway design plan (the "Plan"), CDG will fund and oversee the construction of the westernmost park sidewalk (the "West Sidewalk"), as shown on Exhibit B. The West Sidewalk shall be constructed by CDG in compliance with the Plan and the specifications provided by REA.
5. The West Sidewalk construction shall not require specialty pavement treatments or use of pavers and shall be a maximum width of 10 feet.

6. CDG shall have no responsibility for the installation of mid-block pedestrian activated crossing signals.
7. Any required non-electric posts and signage at the crossing(s), as directed by the City Planning Department, will be provided by BP&R and installed by CDG as part of the West Sidewalk construction.
8. Upon receipt of the required survey data under section 1, REA shall complete the sidewalk design and provide plans and specifications for construction to CDG within 30 calendar days.
9. Upon receipt of the plans and specifications from REA, CDG shall immediately begin construction of the West Sidewalk, and construction of the West Sidewalk shall be completed by CDG within ____ days.
10. The West Sidewalk shall be constructed as a permanent sidewalk, shall remain in place at Miller-Showers Park, and shall facilitate north/south Walnut St. pedestrian use for the duration of CDG's development project and required new sidewalk construction on the east side of Walnut adjoining their development, which the parties anticipate to last two years.
11. Under no circumstances, will use of the West Sidewalk in Miller-Showers Park extend beyond September 30, 2023. CDG acknowledges that the Gateway Project is bond funded and that delays in construction of the West Sidewalk would delay that project potentially resulting in economic damages and therefore time is of the essence.
12. CDG shall abide by and comply with all applicable laws, codes, ordinances, regulations, permits, and approvals. CDG shall also provide for traffic control for the West Sidewalk construction.
13. Notwithstanding the above, if CDG does not proceed with construction of the CDG Property, there will be no requirement for CDG to complete the work described above and this MOU shall terminated.

SO AGREED:

City of Bloomington

By: Kathleen Min

Date: April 28, 2020

By: Paula McDermott

Date: 4/30/2020

CDG BREP SH Pursuit Costs, L.L.C.

By: [Signature]

Date: 7/24/20

**Addendum to Memorandum of Understanding Between
City of Bloomington Parks and Recreation Department And
Collegiate Development Group**

This addendum to the *Memorandum of Understanding* between the City of Bloomington Parks and Recreation Department, ("BP&R") and CDG BREP SH Pursuit Costs, L.L.C. ("CDG") outlines the additional binding conditions placed upon BP&R and CDG, and agreed to by BP&R and CDG.

WHEREAS, BP&R and CDG entered into that certain *Memorandum of Understanding* ("MOU") wherein CDG agreed to construct a permanent sidewalk per the City of Bloomington's Gateway Design;

WHEREAS, CDG and BP&R wish to addend the MOU to permit CDG to assign its obligations under the MOU to a subsequent purchaser or successor to the CDG Project;

NOW THEREFORE, in consideration of the mutual promises set forth herein and under the original MOU and other valuable consideration, the undersigned parties agree as follows:

1. CDG shall be permitted to assign the MOU in the event the CDG Project is sold or transferred to another entity.
2. CDG shall require any new developer or other entity succeeding CDG in developing the CDG Project to assume the obligations of CDG in the MOU.
3. BP&R shall be considered a third-party beneficiary of any such assignment of the obligations of the MOU.
4. All terms and conditions of the MOU remain in full force and effect.

SO AGREED:

City of Bloomington

By: Karim Mir

Date: 6/23/2020

By: Paula McDevitt

Date: 6/25/2020

CDG BREP SH Pursuit Costs, L.L.C.

By: _____

Date: _____

Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
and
Bloomington IN Properties I, LLC
(fka Collegiate Development Group)

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Bloomington IN Properties I, LLC outlines the binding conditions placed upon and agreed to by Bloomington IN Properties I, LLC in exchange for use by Bloomington IN Properties I, LLC, its agents and subcontractors, of certain public right-of-way during the construction of the student housing development at 1800 North Walnut Street, in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from September 1st, 2020 through August 31st, 2022, inclusive.
2. Planning and Transportation shall allow Bloomington IN Properties I, LLC to block and restrict from general public usage the space along the east side of N Walnut St between East 19th Street and the State Road 45/46 Bypass directly adjacent to the Construction Site as depicted in Exhibit “A”. Bloomington IN Properties I, LLC shall coordinate the placement of any and all construction notification and signage with the City Planning and Transportation Department including both vehicular and pedestrian signage.
3. Bloomington IN Properties I, LLC shall install and maintain, to the satisfaction of the City of Bloomington Planning and Transportation Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by the Planning and Transportation Department. In the event any pedestrian route must be modified to accommodate this Construction Site, Bloomington IN Properties I, LLC shall install and maintain, as needed, any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.
4. Bloomington IN Properties I, LLC shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Bloomington IN Properties I, LLC.
5. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.

6. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.
7. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.
8. Bloomington IN Properties I, LLC agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Bloomington IN Properties I, LLC use of the described right-of-way, whether such claims may be brought by the City of Bloomington or by any third party.
9. Prior to beginning work, Bloomington IN Properties I, LLC shall provide the City Planning and Transportation Department with a phone contact list for their supervisory personnel and for their sub-contractors.
10. Bloomington IN Properties I, LLC shall make its on-site supervisory personnel available for bi-weekly meetings with the City Planning and Transportation staff for progress updates.
11. Tim VanMatre, Manager of Bloomington IN Properties I, LLC agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

Bloomington IN Properties I, LLC

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

By: _____
 Tim VanMatre, Manager

Date: _____

Date: _____

By: _____
 Terri Porter, Director
 Planning and Transportation Dept.

Date: _____

By: _____
 Philippa M. Guthrie, Corporation Counsel

Date: _____



Board of Public Works Staff Report

Project/Event: Request an agreement for the encroachment for deck and accessible ramp at 1003 E hunter Avenue

Staff Representative: Sara Gomez

Petitioner/Representative: Howard C. Fick & Catherine A. Phillips/Lucas Brown

Date: August 18, 2020

Report: Howard C. Fick & Catherine A. Phillips, owners of the property located at 1003 E Hunter Ave, are requesting approval for an existing deck encroachment and proposed accessible ramp encroachment. The owners have a reserved parking space, approved by parking enforcement, adjacent to their home since 2013. The parking space is located on Faculty Ave. The proposed accessible ramp would be installed in order to make their route to that parking space accessible.

The request for encroachment includes (1)-39'-5" long wooden accessible ramp (with landings, and 27' of concrete sidewalk ending at (1) concrete accessible ramp. All encroachments are or will be located along the west side of the property adjacent to Faculty Ave. where there are currently no sidewalks.

Recommendation: Planning staff has approved the CZC, Monroe County Building Department has approved the Building permit, and HAND staff has approved the COA (all approvals are in the packet). Staff recommends approval of the encroachment agreement.

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



July 24th, 2020

**Board of Public Works
401 N Morton St.
Bloomington, IN 47404**

RE: Encroachment Items
1003 E Hunter Ave.
Bloomington, IN 47401

Board Members,

Below is a description of the items of encroachment that have been indicated on the attached site plan as being located in the public right of way.

1. Accessibility Ramp

The proposed project consists of an accessibility ramp leading from the existing wooden deck down to a loading area at street level adjacent to the homeowner's existing reserved handicap parking space.

2. Accessibility Loading Zone

The proposal for the accessibility ramp includes a new ADA-compliant concrete loading zone and curb cut adjacent to the existing reserved handicap space.

Attached please find a site plan illustrating the above referenced encroachments. Please reach out if you have any questions or comments about any of the above items.

Sincerely,

Lucas Brown
Principal Architect
Brownsmith Studios, LLC.

A handwritten signature in black ink, appearing to be 'LB', written over a horizontal line.



architecture • design • build
 2055 W INDUSTRIAL PK DR.
 BLOOMINGTON, IN 47404
 lucas@brownsmithstudios.com
 812-961-8687

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PHILLIPS RAMP PROJECT

1003 E HUNTER AVE.
 BLOOMINGTON, IN 47401

CERTIFICATION

REVISIONS

NO.	DESCRIPTION

ENCROACHMENT

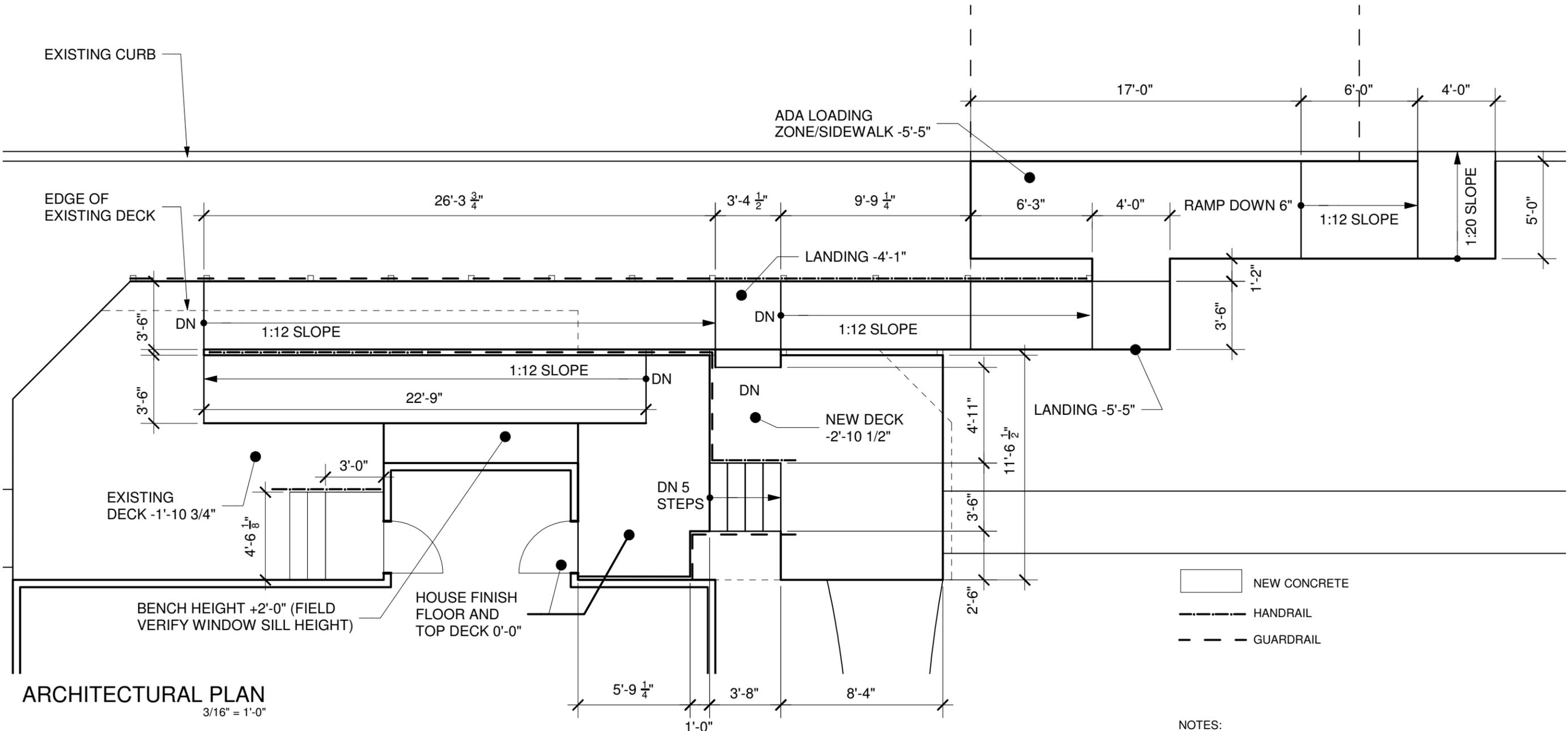
07-24-20
 SCALED FOR PRINTING AT 11" x 17"

SHEET NUMBER

SK-001

APPROXIMATE ADA
 LOADING ZONE
 LOCATION

APPROXIMATE RAMP
 LOCATION



- NOTES:
 1. ALL STEPS 7" RISE MAX. 11" TREAD MIN.
 2. GUARD RAILS REQUIRED AT EDGES OF DECKS, RAMPS, AND STAIRS WHERE ELEVATION DIFFERENCE IS 30" OR MORE AT EDGE.
 3. PROVIDE CURB AT EDGE OF RAMPS WHERE NO GUARD IS PROVIDED.

ARCHITECTURAL PLAN
 3/16" = 1'-0"

ALL INFORMATION CONTAINED IN THIS DOCUMENT IS CONSIDERED TO BE BOTH CONFIDENTIAL AND PROPRIETARY INTELLECTUAL PROPERTY OF BROWNSMITH STUDIOS AND SHALL NOT BE COPIED, REPRODUCED, DISTRIBUTED OR ASSIGNED TO A THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT OF BROWNSMITH STUDIOS. UNAUTHORIZED USE OF THESE DOCUMENTS IS NOT PERMITTED. © 2020 BROWNSMITH STUDIOS

PHILLIPS RAMP PROJECT

1003 E HUNTER AVE.
BLOOMINGTON, IN 47401

CERTIFICATION

REVISIONS

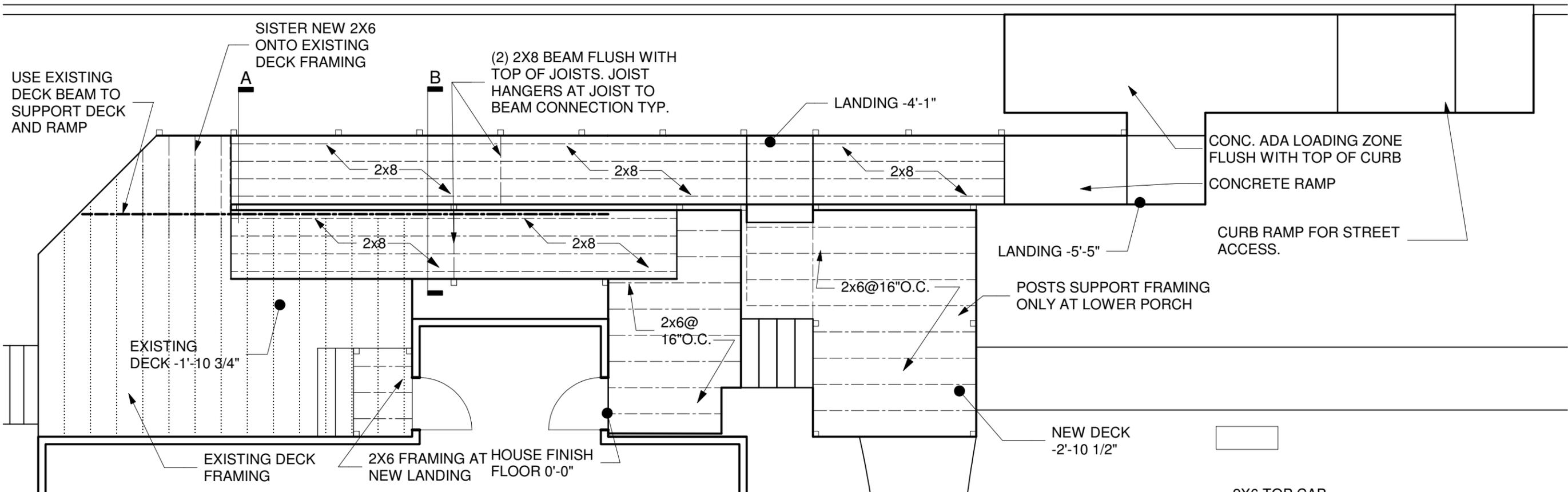
STRUCTURAL PLAN AND DETAILS

08-06-20

SCALED FOR PRINTING AT 11" x 17"

SHEET NUMBER

S-101



STRUCTURAL PLAN
3/16" = 1'-0"

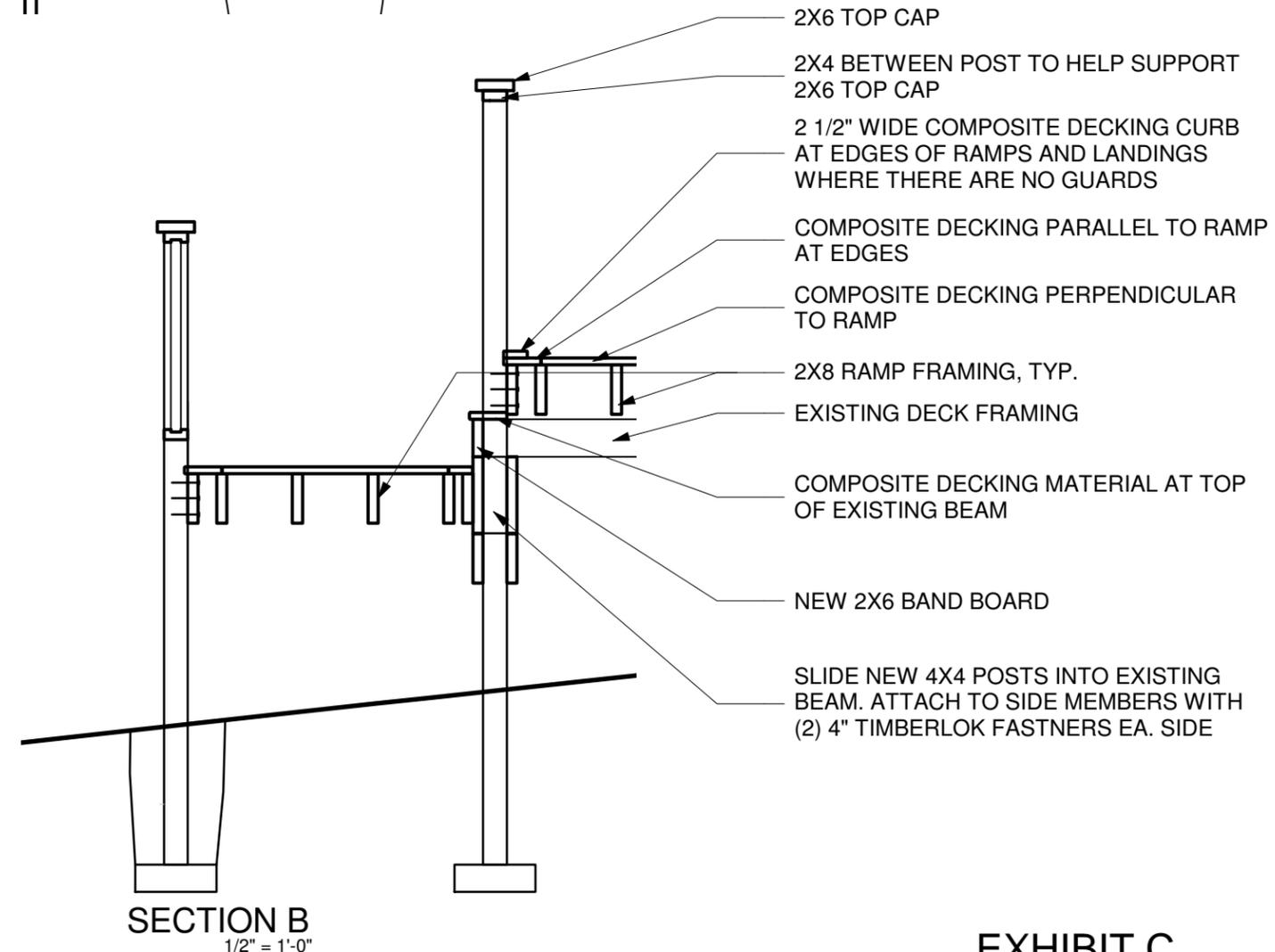
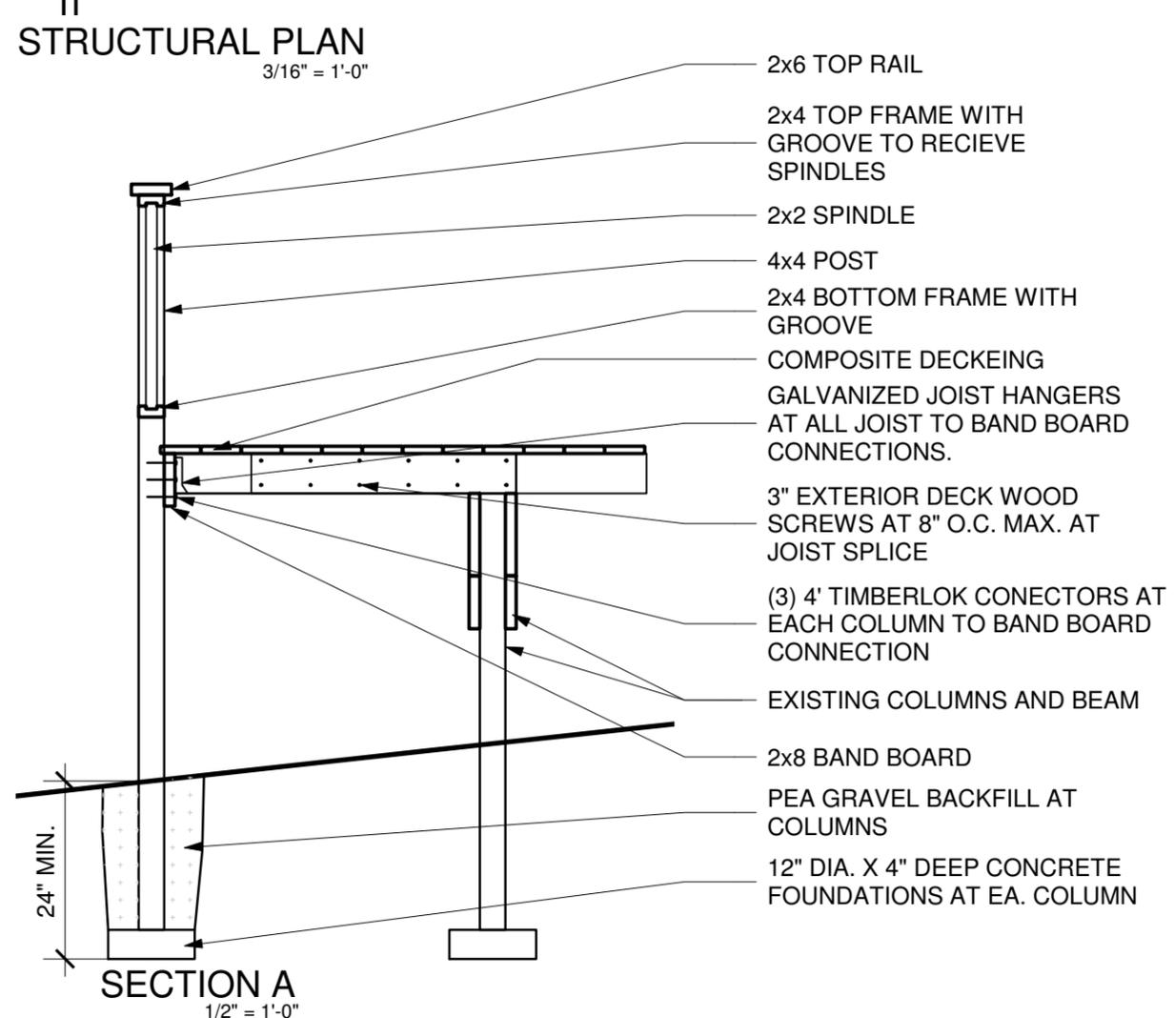


EXHIBIT C

CERTIFICATE OF APPROPRIATENESS
Issued by the Bloomington Historic Preservation Commission

Address of Historic Property:

1003 E. Hunter Avenue
Bloomington, IN

Summary of Work Approved:

Partial removal of an existing deck and addition of new deck and ramp along the west elevation of the home (side facing S. Faculty Avenue). Deck and ramp will be wood. Flooring will be composite decking. Guard rail will be vertical 2x2s to match existing. Specifications and location of the deck and ramp will follow the site plan submitted by the petitioner in the application on file.

A copy of the complete approved plans may be obtained from the Department of Housing and Neighborhood Development Office located at City Hall, 401 N. Morton Street, Suite 130 under case number **20-30**

This Certificate is effective for two years following the date of issue. Exterior work outside of the scope of this approval is not permitted and subject to fines outlined in Municipal Code, Title 8, Chapter 8.16.020.



Conor Herterich,
Historic Preservation Program Manager

Issue Date: **July 30, 2020**



City of Bloomington
Planning and Transportation Department
Certificate of Zoning Compliance

Application #:	C20-325	Property Address:	1003 E. Hunter Avenue
Date Received:	8/6/2020	Date Issued:	8/12/2020
Zoning District:	R3	Proposed Use:	Dwelling, single-family (Detached)

The attached plans have been reviewed for compliance with applicable provisions of Title 20, Bloomington Unified Development Ordinance, and conformance with the terms of any approvals which have been granted under authority of the Ordinance. The Planning and Transportation Department finds the plans to be in compliance. The following terms and conditions apply:

- This permit authorizes the proposed Remodel as shown on the Certificate of Zoning Compliance application only; no other construction is permitted.
- Occupancy of each dwelling unit is limited to not more than 3 unrelated adults, or as defined by the definition of "Family." [BMC 20.07.10 (Family)]
- This permit does not allow for work in a city right-of-way. An excavation permit is required for any work done within a public right-of-way
- The proposed accessibility ramp is exempt from setback standards.
- Permit is subject to COA-20-30.

This Certificate of Zoning Compliance pertains only to the attached plans and the specific use proposed, exactly as submitted and reviewed. This Certificate does not constitute the issuance of any additional required permits nor exempt the property from compliance with any requirements of other governmental entities.

Jackie Scanlan, AICP
Development Services Manager
City of Bloomington
Planning and Transportation Department



Monroe County Building Department

(812) 349-2580

buildingoffice@co.monroe.in.us

Public Notice of

Building Permit

Permit #: 2020 - 0784

Name: Phillips & Fick

Project Address: 1003 E Hunter Ave

Project Type: Ramp/Dock

Contractor: _____

Date of Issue: 8-13-2020

Permits expire 1 year from the date of issue.

Jim Gerstbauer, CBO
Monroe County / City of Bloomington
Building Commissioner

NOTICE:

This card is to be posted in a conspicuous place; visible from the public street, and shall remain in place during the entire period of construction. Not having this Permit Notice posted is a violation of the Monroe County Building Ordinance and could result in a fine or assessment of re-inspection fees. Any changes in the scope of the work as submitted in the construction application and specifications must be approved by the Monroe County Building Department prior to the work being performed.

**BOARD OF PUBLIC WORKS
RESOLUTION 2020-42**

Encroachment with Existing Deck and Proposed Accessible Ramp

WHEREAS, Howard C. Fick & Catherine A. Phillips (hereinafter “Owners”) own the real property at 1003 E Hunter Avenue, which real estate is more particularly described in deeds recorded as Instrument No. 2004013192 in the Office of the Recorder of Monroe County (Hereinafter “Property”); and

WHEREAS, the deck on the Property has remained in existence in its current location since construction; and

WHEREAS, a recent field inspection of the property identified that the existing deck encroaches onto and over the public right of way adjacent to S Faculty Ave 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 ramp to the deck has been proposed to be built at this location as depicted in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the proposed ramp to the deck and the existing deck 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 Owners or their successor(s) in interest regarding the encroachment into the described right of way provided that:

1. Owners agree to maintain the described encroachments and to keep them in a safe and good condition.
2. The encroachments shall not deviate from the design which is depicted in Exhibit A, Exhibit B and Exhibit C of this Resolution. Exhibit A, Exhibit B and Exhibit C are attached hereto and incorporated herein.

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

liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agree to indemnify, defend, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owners expressly acknowledge that this agreement is intended to be as broad as permitted by law, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owners; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
11. This Resolution shall run with the land and shall bind the Owners and their successors and assigns. Howard C. Fick & Catherine A. Phillips, expressly consent to the provisions of this Resolution on their own behalf and on behalf of their successors and assigns.
12. Howard C. Fick & Catherine A. Phillips, as Owners of the Property, agree by signing that they have full power by proper action to enter into this agreement and have authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2020-42 this _____ day of _____, 2020.

Kyla Cox Deckard

Beth H. Hollingsworth

Dana Palazzo

EXECUTED AND DELIVERED in my presence:

Witness' Signature

Witness' Printed Name

STATE OF INDIANA)
)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Beth H. Hollingsworth, and Dana Palazzo, 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.

Notary Public Printed Name

Notary Public Signature

Resident of _____ County

My Commission Expires: _____

Commission #: _____

STATE OF INDIANA)
)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared _____, being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by the Board of Public Works in the foregoing subscribing witness' presence.

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

Notary Public Printed Name

Notary Public Signature

Resident of _____ County

My Commission Expires: _____

Commission #: _____

IN WITNESS WHEREOF, Howard C. Fick & Catherine A. Phillips have executed this Resolution 2020-42 this _____ day of _____, 2020.

Howard C. Fick, Owner

Catherine A. Phillips, Owner

EXECUTED AND DELIVERED in my presence:

Witness' Signature

Witness' Printed Name

STATE OF INDIANA)
)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Howard C. Fick & Catherine A. Phillips, Owners of the Property, who acknowledged the execution of the foregoing Resolution as their voluntary act and deed.

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

Notary Public Printed Name

Notary Public Signature

Resident of _____ County

My Commission Expires: _____

Commission #: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____, being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Howard C. Fick & Catherine A. Phillips in the foregoing subscribing witness' presence.

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

Notary Public Printed Name

Notary Public Signature

Resident of _____ County

My Commission Expires: _____

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 Moore

This instrument was prepared by Jacquelyn Moore, Attorney at Law
City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.



Board of Public Works Staff Report

Project/Event: Mobile Vendor in Right of Way – Resolution 2020-39
Petitioner/Representative: Javier Ubaldo Vargas-Romero of Uno Mas Taco Truck LLC
Staff Representative: Marnina Patrick
Meeting Date: August 18, 2020

Javier Ubaldo Vargas-Romero of Uno Mas Taco Truck LLC, has applied for a Mobile Vendor License to operate a food truck. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck selling tacos.

This application is for one year.

Staff is supportive of the request.

Recommend **Approval** **Denial** by Marnina Patrick



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	JAVIER UBALDO VARGAS-ROMERO		
Title/Position:	OWNER		
Date of Birth:	04/25/1972		
Address:	999 S ROLLING ROCK DR		
City, State, Zip:	BLOOMINGTON IN 47403		
E-Mail Address:	JVARGAS1425@GMAIL.COM		
Phone Number:		Mobile Phone:	812-272-9543

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

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

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

4. Company Information

Name of Employer:	UNO MAS TACO TRUCK LLC			
Address of Employer:	919 S ROLLING ROCK DR			
City, State, Zip:	BLOOMINGTON IN 47403			
Employment Start Date:		End Date (If known):		
Phone Number:	812-272-9543			
Website / Email:	UNOMASTACO TRUCK @ GMAIL.COM			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
JAVIER UBALDO VARGAS-ROMERO	919 S ROLLING ROCK DR BLOOMINGTON IN
NUBIA SOLORRO GONZALEZ	919 S ROLLING ROCK DR BLOOMINGTON IN
ERICK J VARGAS	919 S ROLLING ROCK DR BLOOMINGTON IN
ANANSEY Z GONZALEZ	919 S ROLLING ROCK DR BLOOMINGTON IN
SALOME ESPINOSA MACEDO	443 S TULP TREE CT FLETTSVILLE IN

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

Date of incorporation or organization:	03/26/2020
State of incorporation or organization:	07/07/2020
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:	7 AM TO 12:00 AM
Place or places where you will conduct business (If private property, attach written permission from property owner):	IN PUBLIC PLACES WHERE THE CITY ALLOWS IT AND IN PRIVATE PLACES WITH THE PERMISSION OF THE OWNERS
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

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

<input checked="" type="checkbox"/>	A copy of the Indiana registration for the vehicle
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input checked="" type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input checked="" type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City Of Bloomington Use Only

Date Received: 7/31/2020	Received By: Marnina Patrick	Date Approved:	Approved By:
-----------------------------	---------------------------------	----------------	--------------

LETTER OF AUTHORIZATION TO USE PROPERTY

I, SHANE STREMMING, AUTHORIZE UNO MAS TACO TRUCK AND IT'S EMPLOYEES TO USE OUR PROPERTY AT 4790 W Fluck Mill Rd IN THE CITY OF BLOOMINGTON, INDIANA FOR THE PURPOSE OF SALE OF FOOD FROM MOBILE FOOD TRUCK.

SIGNATURE: _____

A handwritten signature in black ink, appearing to read "Shane Stremming", written over a horizontal line.



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS	AGE	ISSUE DATE	PUR DATE	COUNTY		TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
		07/14/2020	05/20/2019	53 - MONROE		N	20	2584637	GP	9		N		
EXPIRATION DATE		MUNICIPALITY			VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER			TYPE	COLOR		
1/31/2021		Bloomington			2019	EAG		7FWBE2027K1008064			TR	BLK/		
CURRENT YEAR TAX	VEH EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/EX TAX	MUN. WHEEL/EX TAX	STATE REG FEE	ADMIN FEE	TOTAL					
	8.00	0.00	0.00	8.00	40.00	0.00	25.35	15.00	88.35					
PRIOR YEAR TAX	VEH EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/EX TAX	MUN. WHEEL/EX TAX	STATE REG FEE	ADMIN FEE	TOTAL					
	6.00	0.00	0.00	6.00	40.00	0.00	0.00	0.00	46.00					
REGISTRATION LICENSE TYPE GENERAL TRAILER NEW FORMAT 9,000														

JAVIER UBALDO VARGAS-ROMERO LL
919 S ROLLING ROCK DR
BLOOMINGTON, IN 47403-2120

C
SN

IMPORTANT REGISTRATION INFORMATION

The registrant acknowledges that the information provided on the front of this form is correct. The registrant understands that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.



State Form 46099 (R5/7-17)
Approved by State Board of
Accounts 2016

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

ISS	AGE	ISSUE DATE	PUR DATE	COUNTY	TP	PL YR	PLATE	PL TP	WEIGHT	PR YR	LS	TYPE	PRIOR YR PL
JS	12	05/31/20	05/16/20	53 - MONROE	T	20	VTE833	SP	11		N	4W	
EXPIRATION DATE	MUNICIPALITY			VEHICLE YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER			TYPE	COLOR		
01/31/21	Bloomington			18	TOY	TUN	5TBBV54118S498172			4W	BLK/		
CURRENT	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
EAR TAX	22.50	0.00	0.00	22.50	18.75	0.00	24.50	0.00	65.75				
PRIOR	EX TAX	EX CREDIT	DAV CREDIT	NET EX TAX	CO. WHEEL/SUR	MUN. WHEEL/SUR	STATE REG FEE	ADMIN FEE	TOTAL				
EAR TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

REGISTRATION LICENSE TYPE
IN GOD WE TRUST NEW FORMAT HIGH DIGIT TRUCK 11,000



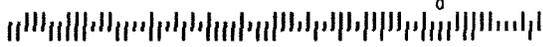
JS
Legal Address
919 S ROLLING ROCK DR
BLOOMINGTON, IN 47403-2120



JAVIER UBALDO VARGAS-ROMERO LL
919 S ROLLING ROCK DR
BLOOMINGTON, IN 47403-2120



397 1/1



bitv.gov

INDIANA OPERATOR LICENSE



EW/sw

4d DLN 9370-01-8682
 4a Iss 02/20/2018 4b Exp 11/25/2024
 1 ESPINOSA MACEDO
 2 SALOME
 8 443 S TULIP TREE CT
 ELLETTSVILLE, IN 47403
 3 Class
 9a End NONE
 12 Res NONE
 1 DOB 11/25/1980
 5 DO 02201831300087
 15 Sex M
 16 Hgt 5'-10"
 17 Wgt 210 lb
 18 Eyes BRO
 19 Hair BLK



RESTRICTIONS: NONE
ENDORSEMENTS: NONE



11/25/1980

Rev. Date 09/21/2009



02201831300087



STATE OF INDIANA

Eric J. Holcomb, Governor

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

Certification of Driver's Record

FR: SALOME ESPINOSA MACEDO
DOB: 11/25/1980
STATUS: VALID as of 07/15/2020
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 15th of July, 2020.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

Eric J. Holcomb, Governor

BUREAU OF MOTOR VEHICLES

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

Peter L. Lacy, Commissioner

Indiana Official Driver Record

As of 07/15/2020 10:51 am

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

SALOME ESPINOSA MACEDO
443 S TULIP TREE CT
ELLETTSVILLE, IN 47429-1041

License number: 9370-01-8682
License type: OPERATOR
License expires: 11/25/2024
License status: VALID
SR22: Not needed

Birth date: 11/25/1980 Gender: MALE

Current points: 0
Social Security #:

Physical Description: Height: 5'10" Weight: 210lbs Hair color: BLACK Eye color: BROWN Donor: N

Endorsements: None

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

No Convictions were found.

Driver number: 9370-01-8682 SALOME ESPINOSA MACEDO

DOB: 11/25/1980

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
1	11/27/2017	443 S TULIP TREE CT	ELLETTSVILLE	IN	47429-1041

Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
1	11/27/2017	443 S TULIP TREE CT	ELLETTSVILLE	IN	47429-1041

Credential Issuance

Interim Credential Issue Date: 2/20/2018, Expiration Date: 3/22/2018, Reason: NEW ISSUE DL, IN-STATE, Control #: 11768533

Issue Date: 02/20/2018, Issue Operator, OPERATOR, Endorsements: None, Restrictions: None, Expiration Date: 11/25/2024

Issue Date: 12/04/2017, Issue ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 02/20/2018

Remarks

No Remarks were found.

* End of Driver Record *

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION AMK AUTOSERVICE
INSPECTOR'S NAME JOSE M. MORENO INSPECTOR'S PHONE # 812-606-4649
DATE OF INSPECTION 07.29.2020
TAXICAB COMPANY UNO MAS TACO TRUCK LLC.
VEHICLE YEAR 2008 MAKE TOYOTA MODEL TUNDRA
VIN 5TBBV54118S498172

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION AMK AUTOSERVICE
INSPECTOR'S NAME JOSE MARTIN MORENO INSPECTOR'S PHONE # 812-606-4649
DATE OF INSPECTION 07-29-2020
TAXICAB COMPANY UNO MAS TACO TRUCK LLC
VEHICLE YEAR 2019 MAKE EAG MODEL TRAILER
VIN 7FWBE2027K1008064

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

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



A Guide To Your General Liability Policy

The following is a guide to your General Liability policy. We have identified several key coverage items along with the limits and deductibles you have selected. To make it easier, we have also added a brief explanation of those items.

We want you to feel confident about your new policy. If any of the information below is incorrect or if you have any questions, please contact one of our advisors at 888-202-3007 (Mon-Fri, 7am-10pm EST) or manage your policy at: www.hiscox.com/manage-your-policy.

Your business details	
Name:	Javier U Vargas Romero
Business Name:	Uno Mas Taco Truck LLC
Address:	919 S Rawling Rock Dr
City:	Bloomington
State:	IN
Zip code:	47403
Occupation:	Mobile food services
Telephone number:	812-272-9543
Email address:	ruth@latinainsurance.com

Your General Liability Policy	
Policy number:	UDC-4551745-CGL-20
Policy effective dates: This determines the time period during which your coverage applies.	From: July 23, 2020 To: July 23, 2021
Form of business: This identifies the legal structure of your business and determines who is insured under your policy.	Limited Liability Company
Business Property and Equipment Coverage:	Included
Optional terrorism coverage:	Included
Total cost of policy:	\$ 1,227.00

Your coverage and limits	
Each occurrence limit The most we will pay for all damages due to bodily injury and property damage, and medical expenses that arise out of any one occurrence. Defense costs we incur, in the defense of a lawsuit filed against you, will not reduce this limit.	\$ 1,000,000

<p>General aggregate limit The most we will pay for all damages and medical expenses for the entire policy. Defense costs we incur, in the defense of a lawsuit filed against you, will not reduce this limit.</p>	\$ 2,000,000
<p>Damage to premises rented to you The most we will pay for your liability for damage by fire to premises rented to you. This limit also applies to your liability to premises you rent for a period of 7 or fewer consecutive days. If you are a home-based business, this coverage does not apply to damage to your home.</p>	\$ 100,000 any one premises
<p>Your limits for this Business Property and Equipment Coverage The most we will pay (per occurrence) for loss or damage to your business equipment and property (e.g. computers, furniture) at the listed premise(s).</p>	\$ 15,000
<p>Medical expenses The most we will pay for all medical expenses sustained by any one person.</p>	\$ 5,000 any one person
<p>Personal and advertising injury limit The most we will pay for all personal and advertising injury(e.g., libel, slander) sustained by any one person or organization.</p>	\$ 1,000,000 any one person or organization
<p>Deductible for General Liability Coverage No deductible applies to the general liability portion of your policy so you are not required to make any payments in the events of such claims.</p>	No deductible
<p>Deductible for Business Property and Equipment Coverage The amount you must pay for business property and equipment losses covered under the policy before the policy makes any payments.</p>	\$ 500

Other policy information

14 day full refund

Be confident that you have made the right choice. We give you 14 days to review your policy. If you are not satisfied and have not had any claims or losses, you can cancel your policy back to its start date and receive a full refund.

Notice of claim

If you have a claim, please call us at 866-424-8508. You may also e-mail us at reportaclaim@hiscox.com

What does my General Liability Policy cover?

For a summary showing examples of what you are and are not covered for, please read the Coverage Summary document.

This guide does not modify the terms and conditions of your policy, which are contained in your policy documents, nor does it imply any claim is covered or not covered. We recommend that you read your policy documents to learn the details of your coverage.

This policy does not cover

Intent to injure

We won't cover you for any act that occurs with the intent to injure. This includes personal and advertising injuries if you knew your actions were false or violated the rights of others.

Outside the policy period

We won't cover claims for bodily injury, property damage, or personal and advertising injury that do not occur during the policy period.

Known claims and circumstances

We won't cover your business for any claim or circumstance that could result in a claim you knew about prior to the start of your first Hiscox policy.

Personally identifiable information

We won't cover your failure to protect any personally identifiable information that is in your care.

Professional services

We won't cover any professional services performed by you. These types of risks may be covered as part of our Professional Liability Policy.

Vehicles and boats

We won't cover any claims arising out of the ownership or use of an automobile or a watercraft.

Workers' compensation

We won't cover any obligation you may have under a workers' compensation claim or similar law.

Personal and advertising injury

We don't provide this coverage to marketing or PR professionals, research consultants, graphic designers, lawyers, recruiters, real estate agents/brokers or property managers. However, this coverage is available as part of our Professional Liability Policy.

Common claims examples

Bodily injury — A client falls over your bag and you are legally liable for the injury. We will cover the subsequent claim and related medical expenses up to your limits of liability.

Property damage and data loss — You spill coffee on a client's server causing damage and loss of data. We will cover the subsequent claim up to your limits of liability.

Personal injury — One of your employees is at lunch. He talks to the owner of the shop about one of your clients in a false and unflattering way. The client learns of this discussion and sues for slander. We will cover the subsequent claim, up to your limits of liability, and pay for an attorney to defend you if necessary.

Coverage summaries, descriptions, and claims examples are provided for illustrative purposes only and are subject to the applicable policy limits, deductibles, exclusions, terms, and conditions. Not all insurance products and services are available in all states. Hiscox recommends you read the policy documents to learn the full details of coverage.

Underwritten by Hiscox Insurance Company Inc., 104 South Michigan Avenue, Suite 600, Chicago, IL 60603, as administered by Hiscox Inc., a licensed insurance provider in all states and DC.



Reinventing Small Business Insurance®

General Liability Coverage Summary

We want you to understand the Hiscox General Liability coverage. This summary explains the main areas of coverage and exclusions.

If you have any questions about your coverage, please contact one of our advisors at 888-202-3007 (Mon-Fri, 8am-10pm EST). Or, you can **manage your policy** by visiting <https://www.hiscox.com/manage-your-policy>.

This policy does cover

Bodily injury or property damage

To the extent you are legally liable, we cover damages and claims expenses if you injure a third-party or damage someone else's property. However, damage to premises you rent is only covered if caused by fire or if the premises is rented to you for a period of 7 or fewer consecutive days.

Medical payments

We will make medical payments as a result of bodily injury that occurs in the course of your business operations, regardless of fault.

Defense costs

If you're sued, even if you're not at fault, we will appoint an attorney to defend you, even if the lawsuit is groundless. We will pay these defense costs on your behalf.

Personal and advertising injury

We cover claims of libel and slander that are not part of your professional services. We also protect you if your advertisement unintentionally uses a third party's advertising idea or infringes upon another's copyright. We do not provide this coverage to marketing or PR professionals, research consultants, graphic designers, lawyers, recruiters, real estate agents/brokers or property managers.

Electronic data liability

Specifically added for consultants and technology service providers, Hiscox covers your liability for damage to someone's electronic data resulting from the physical damage of property. We provide up to \$25,000 of coverage.

Worldwide insurance coverage

We cover damage that occurs in the United States, its territories and Canada. We also offer some coverage for instances outside these areas while you're away on short periods of travel.

Employees or temporary staff

Hiscox will cover claims arising from your employees' or temporary staff's actions if they were performed on behalf of your business.

Supplemental payments

Your Hiscox policy covers the following expenses, should they be incurred, without reducing your limit of liability:

- All expenses we incur, including the defense of lawsuits
- Up to \$250 a day for reasonable expenses (including loss of earnings) you incur as a result of assisting us in the defense of a claim or lawsuit
- Interest on damage awards

Business personal property

We cover loss or damage to your business personal property (e.g., computers, printers, tablets, and office furniture) on premises. We also provide up to \$2,500 in coverage for property off-premises, such as laptops, mobile phones, tools and other equipment.

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

VNO MAS TACO TRUCK LLC

Name, Printed



Signature

07/31/2020

Date Release Signed

State of Indiana
Office of the Secretary of State
Certified Copies

To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that this is a true and complete copy of this 6 page document consisting of the following records filed in this office:

Certification Date: July 07, 2020
Business Name: UNO MAS TACO TRUCK LLC
Business ID: 202007061403578

Transaction	Date Filed	No. of pages
Articles of Organization	07/07/2020	3
Articles of Amendment	07/07/2020	3
Total No. of pages		6



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 07, 2020

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

202007061403578 / 12884191

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>
Expires on August 06, 2020.

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 202007061403578
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME UNO MAS TACO TRUCK LLC
PRINCIPAL OFFICE ADDRESS 919 S ROLLING ROCK DR, Bloomington, IN, 47403, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME JAVIER U VARGAS ROMERO
ADDRESS 919 S ROLLING ROCK DR, Bloomington, IN, 47403, USA
SERVICE OF PROCESS EMAIL

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 07/06/2020
EFFECTIVE TIME 04:50PM

ARTICLE IV - PRINCIPAL(S)

TITLE Member
NAME JAVIER U VARGAS ROMERO
ADDRESS 919 S ROLLING ROCK DR, Bloomington, IN, 47403, USA

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S) No
IS THE LLC A SINGLE MEMBER LLC? Yes

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
07/07/2020 08:13 AM

SIGNATURE

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

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

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **July 6, 2020**.

SIGNATURE

JAVIER U VARGAS ROMERO

TITLE

Member

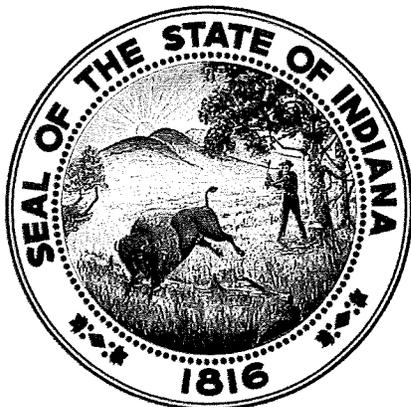
Business ID : 202007061403578

Filing No : 8647081

State of Indiana
Office of the Secretary of State
Certificate of Amendment
of
UNO MAS TACO TRUCK LLC

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, July 07, 2020.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 07, 2020

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

202007061403578 / 8647829

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

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
07/07/2020 12:14 PM

ARTICLES OF AMENDMENT

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID	202007061403578
BUSINESS TYPE	Domestic Limited Liability Company
BUSINESS NAME	UNO MAS TACO TRUCK LLC
PRINCIPAL OFFICE ADDRESS	919 S ROLLING ROCK DR, Bloomington, IN, 47403, USA
DATE AMENDMENT WAS ADOPTED	07/07/2020

EFFECTIVE DATE

EFFECTIVE DATE	07/07/2020
EFFECTIVE TIME	12:12PM

ARTICLE I - PRINCIPAL INFORMATION

DATE OF ADOPTION	07/07/2020
TITLE	Member
NAME	JAVIER U VARGAS ROMERO
ADDRESS	919 S ROLLING ROCK DR, Bloomington, IN, 47403, USA

TITLE	Member
NAME	NUBIA GONZALEZ GONZALEZ S
ADDRESS	919 S ROLLING ROCK DR, Bloomington, IN, 47403, USA

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S)	No
IS THE LLC A SINGLE MEMBER LLC?	Yes

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
07/07/2020 12:14 PM

SIGNATURE

THE MANNER OF THE ADOPTION OF THE ARTICLES OF BUSINESS AMENDMENT CONSTITUTE FULL LEGAL COMPLIANCE WITH THE PROVISIONS OF THE ACT, AND THE ARTICLES OF ORGANIZATION.

THE UNDERSIGNED MANAGER OR MEMBER OF THIS LIMITED LIABILITY COMPANY EXISTING PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT DESIRES TO GIVE NOTICE OF ACTION EFFECTUATING BUSINESS AMENDMENT OF CERTAIN PROVISIONS OF ITS ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **July 7, 2020**.

SIGNATURE

JAVIER U VARGAS ROMERO

TITLE

Member

Business ID : 202007061403578

Filing No. : 8647829



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-26-2020

007363.246666.360550.13359 1 MB 0.439 530



Employer Identification Number:
36-4963255

Form: SS-4

Number of this notice: CP 575 B



UNO MAS TACO TRUCK LLC
JAVIER U VARGAS ROMERO MBR
919 S ROLLING ROCK DR
BLOOMINGTON IN 47403

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

007363

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 36-4963255. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

Form 1065

03/15/2021

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

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

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

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

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

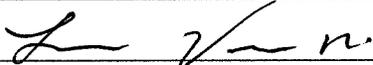
- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a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

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

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

Vendor:

Name: UNO MAS TACO TRUCK LLC

Signature: 

Date: _____

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

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

Standard of Conduct Agreement

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

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

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

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

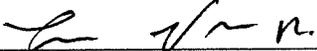
noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

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

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

Vendor:

Name: VNO MAS TACO TRUCK LLC

Signature: 

Date: 07/31/2020

De: Tim Clapp clappt@bloomington.in.gov
Asunto: Food Vendor Fire permit
Fecha: jul. 8, 2020 10:26:00 a. m.
Para: jvargas1425@gmail.com, Jane Kupersmith
jane.kupersmith@bloomington.in.gov

--

Timothy H Clapp CFEI
Fire Inspection Officer
Bloomington Fire Department
812-349-3889

**City of Bloomington
Fire Department**

Mayor John Hamilton
Fire Chief Jason Moore

300 E 4th St
Bloomington IN 47402

(812) 332-9763
Fax (812) 332-9764

Temporary Food Vendor

Date: 07/08/2020

Business Name: Uno Mas Taco Truck

Address: 919 S ROLLING ROCK DR
Bloomington, IN 47408

Phone: CELL 812-272-9543

The following permit has been issued:

Permit No. 20-0180

Type: FOOD Temporary Vendor/Cooking

Issued Date: 07/08/2020

Effective Date: 07/08/2020

Expiration Date: 07/08/2021

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

Tim Clapp

07/08/2020

Inspector: Tim Clapp

Date

07/08/2020 10:17

Page 1



FOLLOW US ON

UNOMASTACOTRUCK

Uno
Más

Yummy!!

TACO TRUCK



Uno Más

TACO TRUCK

**RETAIL FOOD ESTABLISHMENT
INSPECTION REPORT**

BLAINE COUNTY HEALTH DEPARTMENT
119 West Seventh St.
Bloomington, Indiana 47404-3989
812-349-2543

Based on an inspection this day, the item(s) noted below identify violations of 410 IAC 7-24, Indiana Retail Food Establishment Sanitation Requirements. The time limit for correction of each violation is specified in the narrative portion of this report.

Establishment Name WHO MAINTAIN TRUCK	Telephone Number () Establishment (X) Owner 812-772-9543	Date of Inspection (mm/dd/yr) 7-26-2016	ID # 2:45 PM
Establishment Address (number and street, city, state, ZIP code) 2301 W. Pappel AVE	Owner JAVIER VARGAS	Follow-up 10 days	Release Date
Owner's Address	Purpose: 1. Routine 2. Follow-up 3. Complaint 4. Pre-Operational 5. Temporary 6. HACCP 7. Other (list)	Summary of Violations: C ___ NC ___ R ___	
Person in Charge JAVIER VARGAS		Menu Type (See back of page) 1 X 2 3 4 5	
Responsible Person's E-mail			
Certified Food Handler JAVIER VARGAS #19097819 3/25			

- CRITICAL ITEMS ARE IDENTIFIED IN THE CHECKLIST AND NARRATIVE COLUMNS MARKED "C"
- VIOLATION(S) REPEATED FROM PREVIOUS INSPECTIONS ARE DENOTED IN THE "SUMMARY OF VIOLATIONS" AND IN THE NARRATIVE BELOW AS "R"

Section#	C/NC	R	Narrative	To Be Corrected By
			onsite for pre-operational inspection.	
			mobile is up to current code and approved to operate.	
			* Pending approval from Blount County Fire Dept.	

Received by (name and title printed):	Inspected by (name and title printed): Jessica Brown
Received by (signature):	Inspected by (signature): Jessica Brown
cc:	cc: 517-349-2537

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2020-39**

**Mobile Vendor in Public Right of Way
Uno Mas Taco Truck LLC**

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

WHEREAS, Uno Mas Taco Truck LLC (“Vendor”) is seeking renewal of Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen, beginning on August 18, 2020, and ending on August 18, 2021.

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

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

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

RESOLUTION 2020-39

one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

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

ADOPTED THIS _____ DAY OF AUGUST, 2020.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2020-39** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Javier Ubaldo Vargas-Romero, Owner
Uno Mas Taco Truck LLC

Date: _____



Board of Public Works Staff Report

Project/Event: Trial Agreement with VeoRide for 25 Seated Electric Scooters

Petitioner/Representative: City of Bloomington Economic and Sustainable Development & VeoRide

Staff Representative: Michael Rouker, City Attorney and Alex Crowley, Director of Economic and Sustainable Development

Meeting Date: August 18, 2020

At present, three scooter companies are licensed to rent out scooters within the City of Bloomington's right-of-way: Bird, Lime, and VeoRide. In addition to deploying traditional "stand-up" scooters, VeoRide has requested permission to also deploy a model of sit-down scooter called a "Cosmo" for rent to Bloomington residents. Because these sit-down scooters do not meet the definition of motorized scooter contained in the City Code, a separate authorization is required before these scooters may be deployed.

The Seated Scooter Operating Agreement provides this authorization for a limited trial of 25 scooters for a period of 8 weeks. If, after 8 weeks, the seated scooters are not causing issues in terms of parking, use, safety, or other areas, the Agreement may be automatically renewed by staff, and then re-renewed 5 more times. If the scooters are creating issues in the right-of-way, the Agreement may be terminated at any time. The rules governing the use and parking of seated scooters mirror the rules governing the use of stand-up scooters, which are now codified by ordinance in Title 15 of the Municipal Code.

The City recommends that the Agreement be approved and signed by the Board.

Respectfully Submitted,

Michael Rouker
City Attorney

SEATED SCOOTER OPERATING AGREEMENT

This Seated Scooter Operating Agreement (hereafter “Agreement”) is entered into by and between **VeoRide** (hereafter “Company”), and the City of Bloomington, Indiana (hereafter “City”) as of this _____ day of _____, 20____.

1. Statement and Purpose

This Agreement establishes terms and conditions governing the Company’s deployment of seated scooters operation within the City so that such operations are consistent with the safety and well-being of the Bloomington Community and all users of Bloomington’s public right of way. It is understood that in exchange for authorization to deploy seated scooters within City right of way, the Company shall operate in accordance with the terms and conditions set forth herein.

This Agreement is applicable *only* to the seated scooter deployed by the Company and commonly described as the model **Cosmo**, a depiction of which is attached hereto and incorporated as part of this Agreement as Exhibit A. This Agreement does not authorize the deployment of any other model of seated scooter and is in no way applicable to any other model of seated scooter. In addition, for the avoidance of doubt, seated scooters do not qualify as and shall not be considered Motorized Scooters or Shared-Use Motorized Scooters as those terms are defined in Title 15 of the Bloomington Municipal Code.

2. Term

This Agreement shall remain in full force and effect from the date of its execution for a period of eight (8) weeks or until the Agreement is terminated in accordance with Section six (6) of this Agreement. However, should the eight (8) weeks expire without either party exercising its right to terminate this Agreement, this Agreement shall automatically renew for an additional eight (8) weeks. This Agreement shall be automatically renewed up to a total of five (5) times, such that it may be in place for a maximum of forty-eight (48) weeks. After the fifth renewal, this Agreement shall expire.

3. Responsibilities of the Company

- a. *Seated Scooter Parking.* Seated scooters shall only be parked in a place and in a manner that is consistent with the parking requirements set forth in Bloomington Municipal Code § 15.58.050, which governs parking of shared-use motorized scooters, as well as any other applicable portions of the Bloomington Municipal Code or state or federal law.

However, should the Board of Public Works or another body within the City of Bloomington impose additional parking requirements that are more stringent than those contained within the Bloomington Municipal Code, seated scooters may only be parked so as to comply with these additional requirements.

- b. *Seated Scooter Use.* Seated scooters shall only be used in a manner that is consistent with the requirements contained in Bloomington Municipal Code §§ 15.58.060, 15.58.070, and 15.58.080, which govern shared-use motorized scooter use, as well as any other applicable portions of the Bloomington Municipal Code or state or federal law.

However, should the Board of Public Works or another body within the City of Bloomington impose additional use restrictions that are more stringent than those contained within the

Bloomington Municipal Code, seated scooters may only be used so as to comply with these additional restrictions.

- c. *Seated Scooter Equipment, Safety, Condition, Appearance, and Hours of Deployment.* Seated Scooters shall be equipped, maintained, and deployed in a manner that is consistent with the requirements set forth in Bloomington Municipal Code § 15.58.090, which governs shared-use motorized scooter equipment, safety, condition, appearance, and hours of deployment., as well as any other application portion of the Bloomington Municipal code or state or federal law.

However, should the Board of Public Works or another body within the City of Bloomington impose additional equipment, maintenance, and deployment restrictions that are more stringent than those contained within the Bloomington Municipal Code, seated scooters may only be used so as to comply with these additional restrictions.

- d. *Speed.* All scooters shall have their speed governed so that they are capable of traveling no faster than 15 miles per hour on a flat, dry surface.
- e. *Outreach.* The Company must educate its users on legal scooter parking and legal scooter use (1) on its Bloomington-specific website and (2) within its mobile application.
- f. *Price Discount.* The Company must provide a price discount of at least fifty percent (50%) to members of the public who can demonstrate participation in any local, state, or federally-administered assistance program.
- g. *Impoundment.* Any seated scooter that poses a hazard to public health and safety may be immediately removed and impounded by the City. The City may dispose of any seated scooter that has been impounded and stored by the City for a period of 180 or more days. Removal, impoundment, storage and disposal of a seated scooter shall render the Company liable to the City in accordance with the terms set forth in Title 15 of the Bloomington Municipal Code, specifically including, but not limited to, those penalties set forth in Bloomington Municipal Code § 15.64.010(e).
- h. *Data Sharing.* The Company shall provide the City with Application Programming Interface (API) access to real-time information on their seated scooters that comports with the General Bikeshare Feed Specification (GBFS) and Mobility Data Specification (MDS) standards, or any broadly adopted similar standards that are developed subsequently.
- i. *Total Number of Deployed Seated Scooters.* This Agreement authorizes the deployment of twenty-five (25) seated scooters within the City of Bloomington. However, this number may be increased or decreased at any time at the sole discretion of the Board of Public Works.

4. Responsibilities of the City

The City shall permit the Company to deploy seated scooters within the City’s right-of-way as part of the Company’s shared-use motorized scooter business and shall permit the Company’s users to operate seated scooters within the City’s right-of-way, provided such operation is in accordance with all laws, ordinances, regulations, and the terms and conditions contained within this Agreement.

5. Fees

The Company agrees to pay to the City a fee of fifteen cents (\$0.15) per ride taken on a seated scooter.

6. Termination

Either party may terminate this Agreement upon ten (10) days written notice to the other party. Such notice shall be sent in accordance with the terms of Section 13 of this Agreement. However, should the Company lose or fail to renew its license from the City to deploy shared-use motorized scooters, this Agreement shall automatically and immediately be considered terminated.

7. Insurance

Company 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; (b) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and (c) Excess Liability Insurance in a minimum amount of \$5,000,000 which shall apply to both the General Liability and Automobile Liability policies. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington and its officers, employees and agents shall be named as additional insureds, 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. Prior to initiating operations pursuant to this Agreement, Company shall provide evidence of each insurance policy to the City.

8. Indemnification

The Company agrees as follows:

- a. The undersigned is a duly authorized representative of the applicant shared-use motorized scooter Company.
- b. The undersigned agrees to release, hold harmless and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her deployment of seated scooters or his/her operation of a business within the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
- c. The undersigned shall, and hereby does indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suites, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business.
- d. The undersigned understands this release binds him/herself, and all heirs, executors, partners, co-owners, administrators, successors and assigns of each.
- e. The undersigned acknowledges that he/she has read this section and understands all of its terms. The undersigned consents to these terms voluntarily and with full knowledge of its significance.

9. 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.

10. 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.

11. Assignment

Neither party 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.

12. 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

13. Notices

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

City: City of Bloomington
ATTN: Corporation Counsel
401 N. Morton Street
Bloomington, IN 47404

Company: VeoRide Inc

1001 N Milwaukee Ave. Ste. 109

Chicago, IL 60642

Nothing contained in this Section or elsewhere in this Agreement shall be construed to restrict the transmission of routine communications between representatives of the City and Company.

14. Integration and Modification

This Agreement represents the entire and integrated agreement between the parties. 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.

IN WITNESS WHEREOF, the parties hereto have set forth their hands below with the intent to be bound by the foregoing terms and provisions.

CITY OF BLOOMINGTON

John Hamilton, Mayor

Kyla Cox Deckard, President
Bloomington Board of Public Works

VEORIDE



Signature

Bowen Xie, CEO

Printed Name and Title



Board of Public Works Staff Report

Project/Event: New Incinerator for Animal Care & Control

Petitioner/Representative: Public Works Dept., Animal Care & Control Division

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

Meeting Date: August 18, 2020

The current incinerator at Animal Care & Control is over 20 years old and beginning to suffer failure to the combustion and refractory chambers, as well as gas burners, valves, and controls. 4 quotes for a new incinerator were solicited and are as follows:

US Cremation Equipment	\$80,498.00
Penram Diversified Manufacturing Corp.	\$95,000.00
Advanced Combustion Systems	\$83,772.00
B&L Cremation Systems	\$86,398.00 + Freight

Staff intends to award the purchase to US Cremation Equipment for \$80,498.00.

Respectfully submitted,

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

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



Board of Public Works Claim Register

Invoice Date Range 08/05/20 - 08/21/20

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Van Endris	01-refund adoption fee-sponsored animal-7/25/20		08/21/2020	45.00
Kevin Moore	01-refund adoption fee-canine-7/31/20		08/21/2020	75.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 2 Transactions		<u>\$120.00</u>
Account 52110 - Office Supplies				
5819 - Synchrony Bank	06-Three ring binders for Budget (6)		08/21/2020	36.42
	Account 52110 - Office Supplies Totals	Invoice 1 Transactions		<u>\$36.42</u>
Account 52210 - Institutional Supplies				
4633 - Midwest Veterinary Supply, INC	01-food trays for cats & meds-7/27/20		08/21/2020	226.00
4707 - Vortech Pharmaceuticals	01-euthanasia drugs-Fatal Plus Solution		08/21/2020	449.33
	Account 52210 - Institutional Supplies Totals	Invoice 2 Transactions		<u>\$675.33</u>
Account 52420 - Other Supplies				
3560 - First Financial Bank / Credit Cards	01-Car Wash for AW, Hand Sanitizer, Forged Scraper		08/21/2020	343.31
	Account 52420 - Other Supplies Totals	Invoice 1 Transactions		<u>\$343.31</u>
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	01-HSUS Animal Conference Registrations-6 people		08/21/2020	174.00
3560 - First Financial Bank / Credit Cards	01-HSUS Animal Conference Registrations-7 people		08/21/2020	203.00
3560 - First Financial Bank / Credit Cards	01-HSUS Animal Conference Registrations-7 people		08/21/2020	203.00



Board of Public Works Claim Register

Invoice Date Range 08/05/20 - 08/21/20

		Account 53160 - Instruction Totals	Invoice 3 Transactions	<u>\$580.00</u>
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-June 2020 management fee		08/05/2020	424.46
		Account 53540 - Natural Gas Totals	Invoice 1 Transactions	<u>\$424.46</u>
Account 53610 - Building Repairs				
4483 - City Lawn Corporation	19-SA Mowing & Brush Removal at 3410 S Walnut 6/1 6/8 6/15	BC 2019-121	08/21/2020	435.00
321 - Harrell Fish, INC (HFI)	19-SA AC Unit has leak in coil, not replaced at this time	BC 2019-123	08/21/2020	324.00
321 - Harrell Fish, INC (HFI)	19-SA Incinerator burners replacement recommended	BC 2019-123	08/21/2020	545.00
321 - Harrell Fish, INC (HFI)	19-SA Replacement of Condensing Unit @ ACC	BC 2019-123	08/21/2020	4,614.77
321 - Harrell Fish, INC (HFI)	19-SA Repair of refractory at ACC incinerator	BC 2019-123	08/21/2020	3,000.00
392 - Koorsen Fire & Security, INC	19-SA June Fire Alarm Inspection @ ACC	BC 2019-126	08/21/2020	228.90
		Account 53610 - Building Repairs Totals	Invoice 6 Transactions	<u>\$9,147.67</u>
		Program 010000 - Main Totals	Invoice 16 Transactions	<u>\$11,327.19</u>
		Department 01 - Animal Shelter Totals	Invoice 16 Transactions	<u>\$11,327.19</u>
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-surface-Meadowbrook/patching-506 tons-7/6-7/9/20	BC 2020-13	08/21/2020	23,583.33
19278 - Milestone Contractors, LP	20-surface-Grimes Ln/patching-93.58 tons-7/20 & 7/21/20	BC 2020-13	08/21/2020	4,299.72
19278 - Milestone Contractors, LP	20-surface-Hawthorne-132.11 tons-7/21 & 7/23/20	BC 2020-13	08/21/2020	6,249.88
		Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 3 Transactions	<u>\$34,132.93</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops				



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5409 - VS Engineering, INC	02 Signal Replacement 11th&14th & Walnut St. -6/30/20	BC 2019-113	08/21/2020	9,183.92
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			Invoice 1 Transactions	<u>\$9,183.92</u>
Account 53210 - Telephone				
1079 - AT&T	02-Radio circuits-phone charges 6/29-7/28/20		08/05/2020	180.64
Account 53210 - Telephone Totals			Invoice 1 Transactions	<u>\$180.64</u>
Program 020000 - Main Totals			Invoice 5 Transactions	<u>\$43,497.49</u>
Department 02 - Public Works Totals			Invoice 5 Transactions	<u>\$43,497.49</u>
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 52110 - Office Supplies				
3892 - Midwest Color Printing, INC	04 - Business Cards for Kaisa G.		08/21/2020	41.50
Account 52110 - Office Supplies Totals			Invoice 1 Transactions	<u>\$41.50</u>
Account 52420 - Other Supplies				
53442 - Paragon Micro, INC	04 - Laptop and hardware for Special Projects Manager		08/21/2020	1,923.46
Account 52420 - Other Supplies Totals			Invoice 1 Transactions	<u>\$1,923.46</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops				
7214 - Pale Blue Dot, LLC	04 - Climate Vulnerability Assessment (50% of total)		08/21/2020	8,178.25
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			Invoice 1 Transactions	<u>\$8,178.25</u>
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	04 - 2020 HootSuite Monthly Subscription (ESD)		08/21/2020	5.99
53442 - Paragon Micro, INC	04 - Monthly Power BI allocated subscription (ESD)		08/21/2020	18.32
53442 - Paragon Micro, INC	04 - Adobe Software Subscription for Special Projects Manager		08/21/2020	404.99



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		Account 53910 - Dues and Subscriptions Totals	Invoice 3 Transactions	\$429.30
Account 53960 - Grants				
7399 - John R ArmstrongI(Bloomington Academy of Film & Theatre)	04-Funding Agreements and Grants (Including Payments) - BAFT		08/21/2020	4,000.00
746 - Early Music Associates, INC	04-2020 BAC Grant Award - Early Music Associates		08/21/2020	1,750.00
746 - Early Music Associates, INC	04-2020 BAC Grant Award - Shakespeare's Ear		08/21/2020	1,250.00
7034 - Gallery Walk (Gallery Walk of Bloomington)	04-2020 BAC Grant Award - Gallery Walk		08/21/2020	3,500.00
3946 - Writers Guild at Bloomington, INC	04-2020 BAC Grant Award - Writers Guild		08/21/2020	1,250.00
		Account 53960 - Grants Totals	Invoice 5 Transactions	\$11,750.00
Account 53970 - Mayor's Promotion of Business				
3560 - First Financial Bank / Credit Cards	04 - Squarespace Website Domain Purchase		08/21/2020	20.00
3560 - First Financial Bank / Credit Cards	04 - Squarespace Annual Domain Subscription		08/21/2020	144.00
		Account 53970 - Mayor's Promotion of Business Totals	Invoice 2 Transactions	\$164.00
		Program 040000 - Main Totals	Invoice 13 Transactions	\$22,486.51
		Department 04 - Economic & Sustainable Dev Totals	Invoice 13 Transactions	\$22,486.51
Department 05 - Common Council				
Program 050000 - Main				
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges- 7/5-8/4/20		08/21/2020	204.18
		Account 52410 - Books Totals	Invoice 1 Transactions	\$204.18
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-7/1-7/31/20		08/21/2020	340.78
		Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$340.78



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Department **06 - Controller's Office**

Program **060000 - Main**

Account **53160 - Instruction**

259 - Indiana Association Of Cities & Towns (AIM)

06 Public Bidding seminar 8/25/20 (JMartindale)

08/21/2020

25.00

Account **53160 - Instruction** Totals

Invoice 1

\$25.00

Transactions

Program **060000 - Main** Totals

Invoice 1

\$25.00

Transactions

Department **06 - Controller's Office** Totals

Invoice 1

\$25.00

Transactions

Department **09 - CFRD**

Program **090000 - Main**

Account **52420 - Other Supplies**

53442 - Paragon Micro, INC

09-Adobe Acrobat for M. Shermis

08/21/2020

404.99

Account **52420 - Other Supplies** Totals

Invoice 1

\$404.99

Transactions

Account **53640 - Hardware and Software Maintenance**

5720 - Galaxy Digital, LLC

09-CBVN Get Connected Software license 9-1-20 to 8-31-21

08/21/2020

2,900.00

Account **53640 - Hardware and Software Maintenance** Totals

Invoice 1

\$2,900.00

Transactions

Account **53960 - Grants**

7000 - Aunt Bertha, a Public Benefit Corporation

09--Social Service public database-basic package annual renewal

08/21/2020

2,581.00

Account **53960 - Grants** Totals

Invoice 1

\$2,581.00

Transactions

Program **090000 - Main** Totals

Invoice 3

\$5,885.99

Transactions

Department **09 - CFRD** Totals

Invoice 3

\$5,885.99

Transactions



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Department 10 - Legal

Program 100000 - Main

Account 52410 - Books

3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges- 7/5-8/4/20	08/21/2020	996.95
	Account 52410 - Books Totals	Invoice 1 Transactions	\$996.95

Account 53120 - Special Legal Services

7258 - Shirley A Daugherty (Daugherty & Associates, LLC)	10 legal services Daugherty-Johnson matter-3/2-3/6/20	08/21/2020	719.25
20275 - The Travelers Indemnity	10 Traveler's legal work Schooner Farms 582107	08/21/2020	10,246.50
	Account 53120 - Special Legal Services Totals	Invoice 2 Transactions	\$10,965.75

Account 53910 - Dues and Subscriptions

3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-7/1-7/31/20	08/21/2020	1,363.09
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$1,363.09
	Program 100000 - Main Totals	Invoice 4 Transactions	\$13,325.79

Program 101000 - Human Rights

Account 53160 - Instruction

4652 - Indiana State Bar Association	10 instruction ULS-Wheeler-utility law	08/21/2020	199.00
5785 - International Municipal Lawyers Association	10-J. Lloyd-Seminar-training-Sep 3-Personnel	08/21/2020	49.00
	Account 53160 - Instruction Totals	Invoice 2 Transactions	\$248.00

Account 53990 - Other Services and Charges

205 - City Of Bloomington	10- donation CFRD Gather round the table event	08/21/2020	100.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$100.00
	Program 101000 - Human Rights Totals	Invoice 3 Transactions	\$348.00



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 Invoice 7
 Transactions \$13,673.79

Department 11 - Mayor's Office

Program 110000 - Main

Account 52110 - Office Supplies

7347 - Andrew B Krebbs

11-hole punch for parking signs COVID/Recover Forward 08/21/2020 10.60

Account 52110 - Office Supplies Totals Invoice 1 \$10.60
 Transactions

Account 53170 - Mgt. Fee, Consultants, and Workshops

6428 - Kelly M Boatman (Core Projective, LLC)

11-project management OOTM July 08/21/2020 2,868.75

Account 53170 - Mgt. Fee, Consultants, and Workshops Totals Invoice 1 \$2,868.75
 Transactions

Account 53310 - Printing

129 - FedEx Office and Print Service, INC

11-parking signs/COVID-19 08/21/2020 8.07

129 - FedEx Office and Print Service, INC

11-transit signs/COVID-19 08/21/2020 8.07

Account 53310 - Printing Totals Invoice 2 \$16.14
 Transactions

Account 53910 - Dues and Subscriptions

6042 - International Town & Gown Association

11-joint city/university membership (City half) 08/21/2020 400.00

Account 53910 - Dues and Subscriptions Totals Invoice 1 \$400.00
 Transactions

Account 53940 - Temporary Contractual Employee

203 - INDIANA UNIVERSITY

11-Service Corps payment Spring 2020 08/21/2020 683.35

Account 53940 - Temporary Contractual Employee Totals Invoice 1 \$683.35
 Transactions

Account 53990 - Other Services and Charges

7347 - Andrew B Krebbs

11-transcription for mayor's video 7/24 08/21/2020 7.50

7347 - Andrew B Krebbs

11-transcription for mayor's video June 22 08/21/2020 7.50



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7347 - Andrew B Krebbs	11-transcription for mayor's videos June 30 and July 13	08/21/2020	12.50
7347 - Andrew B Krebbs	11-transcription for mayor's video to Press Club 7/27	08/21/2020	11.25
53442 - Paragon Micro, INC	11-PowerBI subscriptions for Innovation	08/21/2020	18.32
	Account 53990 - Other Services and Charges Totals	Invoice 5	<hr/> \$57.07
		Transactions	
	Program 110000 - Main Totals	Invoice 11	<hr/> \$4,035.91
		Transactions	
	Department 11 - Mayor's Office Totals	Invoice 11	<hr/> \$4,035.91
		Transactions	
Department 12 - Human Resources			
Program 120000 - Main			
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12 Job ads for July 2020 \$647.60	08/21/2020	647.60
	Account 53320 - Advertising Totals	Invoice 1	<hr/> \$647.60
		Transactions	
	Program 120000 - Main Totals	Invoice 1	<hr/> \$647.60
		Transactions	
	Department 12 - Human Resources Totals	Invoice 1	<hr/> \$647.60
		Transactions	
Department 13 - Planning			
Program 130000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	13 - Pens	08/21/2020	30.22
	Account 52110 - Office Supplies Totals	Invoice 1	<hr/> \$30.22
		Transactions	
Account 52420 - Other Supplies			
5819 - Synchrony Bank	13-Gater Masks (COVID-19 Supplies)	08/21/2020	80.97
	Account 52420 - Other Supplies Totals	Invoice 1	<hr/> \$80.97
		Transactions	
Account 53910 - Dues and Subscriptions			



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2871 - International Municipal Signal Association (IMSA)	13 - Roy Aten annual re-certification renewal		08/21/2020	40.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions		<u>40.00</u>
Account 54310 - Improvements Other Than Building				
1959 - Clark Dietz INC	13 - Kirkwood Maintenance Project (CE)-5/30-6/26/20	BC 2020-27	08/21/2020	13,706.68
	Account 54310 - Improvements Other Than Building Totals	Invoice 1 Transactions		<u>\$13,706.68</u>
	Program 130000 - Main Totals	Invoice 4 Transactions		<u>\$13,857.87</u>
	Department 13 - Planning Totals	Invoice 4 Transactions		<u>\$13,857.87</u>
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52310 - Building Materials and Supplies				
395 - Kirby Risk Corp	19-Electrical Repair Materials		08/21/2020	202.20
394 - Kleindorfer Hardware & Variety	19-1 qt round up for Facilities Maintenance		08/21/2020	42.49
394 - Kleindorfer Hardware & Variety	19-(3) urinal parts, (1) urinal repairpart, (2) 15amp (2) 20hGFI		08/21/2020	127.96
	Account 52310 - Building Materials and Supplies Totals	Invoice 3 Transactions		<u>\$372.65</u>
Account 53610 - Building Repairs				
4483 - City Lawn Corporation	19-SA Mowing on 2541 W Third St 6/10, 6/25	BC 2019-121	08/21/2020	100.00
4483 - City Lawn Corporation	19-SA Mowing on 1910 W. 3rd 6/10, 6/24	BC 2019-121	08/21/2020	80.00
4483 - City Lawn Corporation	19-SA Mowing on Tapp & Rockport Rd 6/16	BC 2019-121	08/21/2020	35.00
4483 - City Lawn Corporation	19-SA Mowing on 2nd & Weimer 6/8, 6/24	BC 2019-121	08/21/2020	70.00
4483 - City Lawn Corporation	19-SA Mowing on 4th/Washington 6/2, 6/10	BC 2019-121	08/21/2020	60.00
651 - Engraving & Stamp Center, INC	19- Employee signs with Magnetic strips at City Hall		08/21/2020	46.53
321 - Harrell Fish, INC (HFI)	19-SA Replacement of Reversing Valve in Heat Pump @ City Hall	BC 2019-123	08/21/2020	2,126.22



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321 - Harrell Fish, INC (HFI)	19-SA Heat Pump Leaking in Server Room @ City Hall	BC 2019-123	08/21/2020	709.37
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for PW Facilities	BC 2020-05	08/21/2020	18,754.68
Account 53610 - Building Repairs Totals			Invoice 9 Transactions	<u>\$21,981.80</u>
Account 54510 - Other Capital Outlays				
18844 - First Financial Bank, N.A.	19-HFI App1 Escrow Fluid Cooler Replacement	BC 2020-39	08/21/2020	7,875.00
321 - Harrell Fish, INC (HFI)	19-Contract-City Hall Fluid Cooling Replacement	BC 2020-39	08/21/2020	149,625.00
8353 - Umphress Masonry, INC	19-Contract for Masonry Repair Services for City Hall	BC 2020-40	08/21/2020	46,000.00
Account 54510 - Other Capital Outlays Totals			Invoice 3 Transactions	<u>\$203,500.00</u>
Program 190000 - Main Totals			Invoice 15 Transactions	<u>\$225,854.45</u>
Department 19 - Facilities Maintenance Totals			Invoice 15 Transactions	<u>\$225,854.45</u>
Department 28 - ITS				
Program 280000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	28 - Duster for Tech Support Specialists		08/21/2020	71.80
6530 - Office Depot, INC	28 - Copier Paper for City Hall - 30 boxes		08/21/2020	968.40
4475 - Plasco ID Holdings, LLC (IDW, LLC) (ID Wholesaler)	28 - Laminate Rolls for Bade Printer		08/21/2020	276.00
Account 52110 - Office Supplies Totals			Invoice 3 Transactions	<u>\$1,316.20</u>
Account 52420 - Other Supplies				
7435 - Bad Elf, LLC	28 - GPS Receiver for GIS Field Data Collection		08/21/2020	557.98
6530 - Office Depot, INC	28 - Face Masks, Sanitizer, Paper Towels		08/21/2020	282.07
6530 - Office Depot, INC	28 - First Aid Kits		08/21/2020	72.87
5819 - Synchrony Bank	28 - Nitrile Gloves-2 packs of 100 (L)		08/21/2020	59.98



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5819 - Synchrony Bank	28 - PPE Storage Bins for ITS Vehicles	08/21/2020	43.99
5819 - Synchrony Bank	28 - Storage Bin for Tech Support Spec. Serving Public Safety	08/21/2020	43.99
5819 - Synchrony Bank	28 - HDMI for ITS Training Room	08/21/2020	7.98
5819 - Synchrony Bank	28 - Plastic Spray Bottles for Disinfectant	08/21/2020	28.83
5819 - Synchrony Bank	28 - Disinfectant Cleaner	08/21/2020	41.95
5819 - Synchrony Bank	28-Pinnacle Mercantile Plastic SP	08/21/2020	28.83
5819 - Synchrony Bank	28-TPRC 15" Smart Under Seat Carr	08/21/2020	29.86
5819 - Synchrony Bank	28-TPRC 15" Smart Under Seat Carrier	08/21/2020	29.86
Account 52420 - Other Supplies Totals		Invoice 12 Transactions	\$1,228.19
Account 53640 - Hardware and Software Maintenance			
53442 - Paragon Micro, INC	28 - Additional VMware Licenses and Support	08/21/2020	18,658.86
3989 - Ricoh USA, INC	28 - Copier Maintenance - Police Substation -7/1-7/16/20	08/21/2020	11.36
3989 - Ricoh USA, INC	28-CH/off site facilities-copier maint- 6/17-7/16/20	08/21/2020	1,527.32
Account 53640 - Hardware and Software Maintenance Totals		Invoice 3 Transactions	\$20,197.54
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	28 - Google Application Programming Interfaces - June 2020	08/21/2020	78.57
3560 - First Financial Bank / Credit Cards	28 - Zoom - Monthly Cloud Recording 100GB	08/21/2020	40.00
3560 - First Financial Bank / Credit Cards	28 - Twilio - Addiction Navigator API Services-July 2020	08/21/2020	20.03
3560 - First Financial Bank / Credit Cards	28-Squarespace Sub- Bloomington Revealed-7/20-7/21	08/21/2020	216.00
3560 - First Financial Bank / Credit Cards	28 -Annual Survey Monkey Sub-7/27/20-7/26/21	08/21/2020	372.00
3560 - First Financial Bank / Credit Cards	28 - CREDIT - Refund from Cancelling Twilio	08/21/2020	(11.29)
3560 - First Financial Bank / Credit Cards	28 - CREDIT - Refund from Cancelling Twilio	08/21/2020	(20.62)



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5786 - Promevo, LLC
5786 - Promevo, LLC

28 - Google Drive Storage Subscription 50GB - July 2020	08/21/2020	105.00
28 - 3 Gsuite Licenses for Test Domain	08/21/2020	216.00

Account 53910 - Dues and Subscriptions Totals	Invoice 9	\$1,015.69
	Transactions	
Program 280000 - Main Totals	Invoice 27	\$23,757.62
	Transactions	
Department 28 - ITS Totals	Invoice 27	\$23,757.62
	Transactions	
Fund 101 - General Fund (S0101) Totals	Invoice 105	\$365,594.38
	Transactions	

Fund **270 - CC Jack Hopkins NR17-42 (S0011)**

Department **05 - Common Council**

Program **050000 - Main**

Account **53960 - Grants**

242 - Amethyst House, INC

5849 - Wheeler Mission Ministries, INC

15-JH20-215 N. Rogers-hardwood floor/new countertop	08/21/2020	7,923.50
15-JH20-Case/Food Serv. Mgr - 6/20-7/31/20	08/21/2020	6,262.29

Account 53960 - Grants Totals	Invoice 2	\$14,185.79
	Transactions	
Program 050000 - Main Totals	Invoice 2	\$14,185.79
	Transactions	
Department 05 - Common Council Totals	Invoice 2	\$14,185.79
	Transactions	
Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	Invoice 2	\$14,185.79
	Transactions	

Fund **312 - Community Services**

Department **09 - CFRD**

Program **090004 - Com Serv- Accessibility**

Account **52420 - Other Supplies**

7387 - Penguin Enterprises, LLC(The Chocolate Moose)

09-Virtual ADA 30th Anniversay Celebration-free ice cream prize	08/21/2020	130.00
Account 52420 - Other Supplies Totals	Invoice 1	\$130.00
	Transactions	



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Program 090004 - Com Serv- Accessibility Totals	Invoice 1	\$130.00
	Transactions	
Program 090018 - CBVN		
Account 53640 - Hardware and Software Maintenance		
5720 - Galaxy Digital, LLC	09-CBVN Get Connected Software license 9-1-20 to 8-31-21	08/21/2020 700.00
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1 700.00
		Transactions
	Program 090018 - CBVN Totals	Invoice 1 700.00
		Transactions
Program 090022 - Safe Civil Justice Downtown Int		
Account 53990 - Other Services and Charges		
7000 - Aunt Bertha, a Public Benefit Corporation	09--Social Service public database-basic package annual renewal	08/21/2020 2,819.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 2,819.00
		Transactions
	Program 090022 - Safe Civil Justice Downtown Int Totals	Invoice 1 2,819.00
		Transactions
	Department 09 - CFRD Totals	Invoice 3 3,649.00
		Transactions
	Fund 312 - Community Services Totals	Invoice 3 3,649.00
		Transactions
Fund 401 - Non-Reverting Telecom (S1146)		
Department 25 - Telecommunications		
Program 254000 - Infrastructure		
Account 53640 - Hardware and Software Maintenance		
13482 - Northern Lights Locating & Inspection, INC	28-line location services-July 2020/locator tickets over allowan	08/21/2020 5,381.00
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1 5,381.00
		Transactions
Account 54450 - Equipment		
53442 - Paragon Micro, INC	25 - Capital Replacement - Civil City - 1 Computer	08/21/2020 1,263.99
	Account 54450 - Equipment Totals	Invoice 1 1,263.99
		Transactions



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Program **254000 - Infrastructure** Totals Invoice 2 Transactions \$6,644.99

Program **256000 - Services**

Account **53150 - Communications Contract**

4170 - Comcast Cable Communications, INC

28-3940 N Kinser Pike-business services/equip chgs-8/21-9/20/20 08/10/2020 117.99

Account **53150 - Communications Contract** Totals Invoice 1 Transactions \$117.99

Program **256000 - Services** Totals Invoice 1 Transactions \$117.99

Department **25 - Telecommunications** Totals Invoice 3 Transactions \$6,762.98

Fund **401 - Non-Reverting Telecom (\$1146)** Totals Invoice 3 Transactions \$6,762.98

Fund **450 - Local Road and Street(S0706)**

Department **20 - Street**

Program **200000 - Main**

Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy	02-2nd&Patterson-Signal-elec. chgs 6/23-7/23/20	BC 2010-23	08/05/2020	41.88
223 - Duke Energy	02-308 N. Rogers-Crosswalk-elec. chgs 6/24-7/27/20	BC 2019-99	08/05/2020	9.13
223 - Duke Energy	02-821 W. 6th Street-Crosswalk-elec. chgs 6/23-7/23/20	BC 2018-58	08/05/2020	9.13
223 - Duke Energy	02-Alley Activation Project-elec. chgs 6/26-7/28/20	BC 2019-68	08/05/2020	21.06
223 - Duke Energy	02-Various locations-street light chgs-elec. chgs 6/26-7/28/20	BC 2010-23	08/05/2020	25.63
223 - Duke Energy	02-3rd & Westplex-equip & electric chgs-6/23-7/23/20	BC 2019-69	08/05/2020	17.20
223 - Duke Energy	02-Countryside & Sunflower-street light chgs-6/26-7/28/20	BC 2018-101	08/05/2020	3.85
223 - Duke Energy	02-2200 W. Tapp Rd-elec chgs-7/6-8/4/20	BC 2019-03	08/10/2020	4.21
223 - Duke Energy	02-Middle Way House-alley-elec chgs 7/1-7/31/20	BC 2018-99	08/10/2020	8.46
223 - Duke Energy	02-Street Light Summary Electric bill-08/05/2020	BC 2010-23	08/10/2020	33,426.15



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223 - Duke Energy	02-420 E. 19th-HAWK Signal-elec. bill 7/1-7/31/20	BC 2010-23	08/10/2020	15.21
223 - Duke Energy	02-4th&Dunn metered surface lot-elec. chgs 7/1-7/31/20	BC 2019-72	08/10/2020	25.98
223 - Duke Energy	02-114 N Walnut St (alley)-street light chgs.-6/30-7/30/20	BC 2018-86	08/10/2020	4.63
223 - Duke Energy	02-W. 11th btwn Rogers & Fairview-elec chgs 6/30-7/30/20	BC 2019-67	08/10/2020	11.36
Account 53520 - Street Lights / Traffic Signals Totals		Invoice 14		<u>\$33,623.88</u>
		Transactions		
Program 200000 - Main Totals		Invoice 14		<u>\$33,623.88</u>
		Transactions		
Department 20 - Street Totals		Invoice 14		<u>\$33,623.88</u>
		Transactions		
Fund 450 - Local Road and Street(S0706) Totals		Invoice 14		<u>\$33,623.88</u>
		Transactions		
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52420 - Other Supplies				
313 - Fastenal Company	20-safety supplies-gloves, yellow spray paint-7/27/20		08/21/2020	70.77
313 - Fastenal Company	20-safety supplies-gloves, safety towels, spray paint-7/21/20		08/21/2020	106.67
313 - Fastenal Company	20-safety supplies-gloves-7/30/20		08/21/2020	43.12
Account 52420 - Other Supplies Totals		Invoice 3		<u>\$220.56</u>
		Transactions		
Account 53250 - Pagers				
332 - Indiana Paging Network, INC	20-Paging Service for Snow Control-September 2020		08/21/2020	87.26
Account 53250 - Pagers Totals		Invoice 1		<u>\$87.26</u>
		Transactions		
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-June 2020 management fee		08/05/2020	66.87
Account 53540 - Natural Gas Totals		Invoice 1		<u>\$66.87</u>
		Transactions		



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Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-7/29/20		08/21/2020	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-7/29/20	BC 2009-52	08/21/2020	17.57
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/5/20	BC 2009-52	08/21/2020	17.61
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-8/5/20		08/21/2020	34.28

Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4		<u>\$103.74</u>
	Transactions		
Program 200000 - Main Totals	Invoice 9		<u>\$478.43</u>
	Transactions		
Department 20 - Street Totals	Invoice 9		<u>\$478.43</u>
	Transactions		
Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 9		<u>\$478.43</u>
	Transactions		

Fund 452 - Parking Facilities(S9502)

Department 26 - Parking

Program 260000 - Main

Account 43160 - Lot/Garage Leases - Annual

Lisa Cirincione	26-refund garage rental fee-June/July 2020		08/21/2020	202.00
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Account 43160 - Lot/Garage Leases - Annual Totals	Invoice 1		<u>\$202.00</u>
	Transactions		

Account 53610 - Building Repairs

392 - Koorsen Fire & Security, INC	26-Install 2nd line for Fire Line @ Morton to keep in compliance	BC 2019-126	08/21/2020	240.00
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Account 53610 - Building Repairs Totals	Invoice 1		<u>\$240.00</u>
	Transactions		

Account 53840 - Lease Payments

512 - 7th & Walnut , LLC	26-Walnut St Garage-September 2020 Rent		08/21/2020	18,759.98
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3887 - Mercury Development Group, LLC	26-Morton St Garage-September 2020 rent		08/21/2020	38,035.85
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Account 53840 - Lease Payments Totals	Invoice 2		<u>\$56,795.83</u>
	Transactions		



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Program 260000 - Main Totals	Invoice 4	\$57,237.83
	Transactions	
Department 26 - Parking Totals	Invoice 4	\$57,237.83
	Transactions	
Fund 452 - Parking Facilities(S9502) Totals	Invoice 4	\$57,237.83
	Transactions	

Fund 454 - Alternative Transport(S6301)

Department 02 - Public Works

Program 020000 - Main

Account 54310 - Improvements Other Than Building

399 - American Structurepoint, INC

13-7th St Multimodal Corridor Proj-6/1-6/30/20	BC 2020-36	08/21/2020	5,550.96
Account 54310 - Improvements Other Than Building Totals	Invoice 1		\$5,550.96
	Transactions		
Program 020000 - Main Totals	Invoice 1		\$5,550.96
	Transactions		
Department 02 - Public Works Totals	Invoice 1		\$5,550.96
	Transactions		
Fund 454 - Alternative Transport(S6301) Totals	Invoice 1		\$5,550.96
	Transactions		

Fund 456 - MVH Restricted

Department 20 - Street

Program 200000 - Main

Account 52330 - Street , Alley, and Sewer Material

334 - Irving Materials, INC	20-Blgtn-Variou-Class A Stone Ash-4 cy-7/14/20	BC 2019-36	08/21/2020	406.00
334 - Irving Materials, INC	20-1501 S. Highland Ave-Class A Stone Ash(c/s)-4 cy-7/15/20	BC 2019-36	08/21/2020	505.00
334 - Irving Materials, INC	20-1501 S. Highland Ave-Class A Stone Ash-2.5 cy-7/16/20	BC 2019-36	08/21/2020	253.75
334 - Irving Materials, INC	20-1412 E. Hillside Ave-Class A Stone Ash-3 cy-7/21/20	BC 2019-36	08/21/2020	304.50
334 - Irving Materials, INC	20-E. Hillside/E. Maxwell St-Class A Stone Ash-3.5 cy-7/23/20	BC 2019-36	08/21/2020	355.25
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 5		\$1,824.50
		Transactions		



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Account 52340 - Other Repairs and Maintenance

50419 - Athens Technical Specialists, INC	20- PCMT 8000 Conflict Monitor Tester for Traffic Signals		08/21/2020	9,215.00
	Account 52340 - Other Repairs and Maintenance Totals	Invoice 1		\$9,215.00
		Transactions		

Account 52420 - Other Supplies

7435 - Bad Elf, LLC	20- GNSS Surveyor BE-GPS-3300 Bad Elf for Sign Crew		08/21/2020	549.99
409 - Black Lumber Co. INC	20-Paving Crew-OSB-7/30/20		08/21/2020	107.96
394 - Kleindorfer Hardware & Variety	20-1 3/8" hole saw		08/21/2020	13.99
394 - Kleindorfer Hardware & Variety	20-Sign crew-35' ruler		08/21/2020	29.99
394 - Kleindorfer Hardware & Variety	20-Milling-#659-test plug, shovels		08/21/2020	48.25
19681 - Southeastern Equipment Co, INC	20-Teeth & Collars for Milling Machine-7/29/20		08/21/2020	1,196.00
19681 - Southeastern Equipment Co, INC	20- Teeth & Collars for Milling Machine-7/31/20		08/21/2020	2,209.79
	Account 52420 - Other Supplies Totals	Invoice 7		\$4,155.97
		Transactions		
	Program 200000 - Main Totals	Invoice 13		\$15,195.47
		Transactions		
	Department 20 - Street Totals	Invoice 13		\$15,195.47
		Transactions		
	Fund 456 - MVH Restricted Totals	Invoice 13		\$15,195.47
		Transactions		

Fund 601 - Cumulative Capital Devlp(S2391)

Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street , Alley, and Sewer Material

19278 - Milestone Contractors, LP	20-surface-Meadowbrook/patching-506 tons-7/6-7/9/20	BC 2020-13	08/21/2020	451.74
19278 - Milestone Contractors, LP	20-surface-Grimes Ln/patching-93.58 tons-7/20 & 7/21/20	BC 2020-13	08/21/2020	145.35
	Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 2		\$597.09
		Transactions		



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Account 54310 - Improvements Other Than Building

399 - American Structurepoint, INC

13-Signal Timing_On-Call Services Contract-6/1-6/30/20 BC 2017-98 08/21/2020 428.08

Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$428.08
	Transactions	
Program 020000 - Main Totals	Invoice 3	\$1,025.17
	Transactions	
Department 02 - Public Works Totals	Invoice 3	\$1,025.17
	Transactions	

Department 13 - Planning

Program 130000 - Main

Account 53110 - Engineering and Architectural

10081 - Strand Associates, INC

13 - Crosswalk Improvement Project HSIP-serv 6/1-6/30/20 BC 2019-56 08/21/2020 11,670.25

Account 53110 - Engineering and Architectural Totals	Invoice 1	\$11,670.25
	Transactions	

Account 54310 - Improvements Other Than Building

2671 - Hannum, Wagle & Cline Engineering (HWC Engineering

13-Adams St Inspection-3/30-4/26/20 BC 2020-22 08/21/2020 20,899.28

2671 - Hannum, Wagle & Cline Engineering (HWC Engineering

13-Adams St Inspection-4/27-5/24/20 BC 2020-22 08/21/2020 18,971.78

2671 - Hannum, Wagle & Cline Engineering (HWC Engineering

13-Adams St Inspection-5/25-6/28/20 BC 2020-22 08/21/2020 36,998.64

Account 54310 - Improvements Other Than Building Totals	Invoice 3	\$76,869.70
	Transactions	
Program 130000 - Main Totals	Invoice 4	\$88,539.95
	Transactions	
Department 13 - Planning Totals	Invoice 4	\$88,539.95
	Transactions	
Fund 601 - Cumulative Capital Devlp(\$2391) Totals	Invoice 7	\$89,565.12
	Transactions	

Fund 730 - Solid Waste (\$6401)

Department 16 - Sanitation

Program 160000 - Main

Account 52420 - Other Supplies



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7225 - Arctic Glacier USA, INC	16-ice for employees-75 7# bags		08/21/2020	116.25
	Account 52420 - Other Supplies Totals	Invoice 1 Transactions		<u>\$116.25</u>
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	16-K. Fulford-DS DOT 5 Panel E Screen-6/19/20		08/21/2020	47.00
231 - Indiana University Health Bloomington, INC	16-L. Armes-DS DOT 5 Panel E Screen-6/19/20		08/21/2020	47.00
	Account 53130 - Medical Totals	Invoice 2 Transactions		<u>\$94.00</u>
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control @ Sanitation	BC 2019-109	08/21/2020	125.00
	Account 53140 - Exterminator Services Totals	Invoice 1 Transactions		<u>\$125.00</u>
Account 53150 - Communications Contract				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-install new radios-6/26/20		08/21/2020	494.00
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-radio services-July 2020		08/21/2020	572.05
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-radio services-August 2020		08/21/2020	572.05
	Account 53150 - Communications Contract Totals	Invoice 3 Transactions		<u>\$1,638.10</u>
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-June 2020 management fee		08/05/2020	37.42
	Account 53540 - Natural Gas Totals	Invoice 1 Transactions		<u>\$37.42</u>
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-7/29/20	BC 2009-52	08/21/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-7/29/29		08/21/2020	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/5/20	BC 2009-52	08/21/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-8/5/20		08/21/2020	23.26



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Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 4	\$68.80
		Transactions	
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	16-recycling fees - 7/1-7/15/20	08/21/2020	4,852.32
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 7/1-7/15/20	08/21/2020	16,250.75
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposal-July 2020	BC 2019-45 08/21/2020	132.00
Account 53950 - Landfill Totals		Invoice 3	<u>\$21,235.07</u>
		Transactions	
Program 160000 - Main Totals		Invoice 15	<u>\$23,314.64</u>
		Transactions	
Department 16 - Sanitation Totals		Invoice 15	<u>\$23,314.64</u>
		Transactions	
Fund 730 - Solid Waste (S6401) Totals		Invoice 15	<u>\$23,314.64</u>
		Transactions	
Fund 800 - Risk Management(S0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 52430 - Uniforms and Tools			
327 - Hoosier Workwear Outlet, INC	10-safety shoes-K. Argueta (9 1/2M)-7/28/20	08/21/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-C. Hill (11 1/2D)-7/29/20	08/21/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-V. Belcher (10M)-7/31/20	08/21/2020	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Teran (10 1/2)-6/2/20	08/21/2020	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Tracey (8)-6/23/20	08/21/2020	94.98
1448 - Shoe Carnival, INC	10-safety shoes-White (12)-6/30/20	08/21/2020	94.98
Account 52430 - Uniforms and Tools Totals		Invoice 6	<u>\$589.96</u>
		Transactions	
Account 53410 - Liability / Casualty Premiums			
1847 - Hylant of Indianapolis, LLC	Hylant 232570 - Aircraft Exclusion	08/21/2020	58.00



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1847 - Hylant of Indianapolis, LLC	10-Hylant - - Aircraft Exclusion Removal - Inv. #232567	08/21/2020	212.00
	Account 53410 - Liability / Casualty Premiums Totals	Invoice 2	\$270.00
Account 53990 - Other Services and Charges		Transactions	
13808 - Brian D Wilson	10-reimb. car wash-City vehicle-Wash World-7/15/20	08/21/2020	10.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$10.00
		Transactions	
	Program 100000 - Main Totals	Invoice 9	\$869.96
		Transactions	
	Department 10 - Legal Totals	Invoice 9	\$869.96
		Transactions	
	Fund 800 - Risk Management(S0203) Totals	Invoice 9	\$869.96
		Transactions	
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
3977 - Cigna Health & Life Insurance Company	12-August 2020 Cigna Dental Vision \$9,741.46	08/21/2020	2,072.40
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$2,072.40
		Transactions	
Account 53990.1201 - Other Services and Charges Health Insurance			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$103.36	08/05/2020	103.36
3928 - Aim Medical Trust	12-August 2020 AIM Medical Trust Premium \$910,827.87	08/07/2020	910,827.87
17785 - The Howard E. Nyhart Company, INC	12-HSA Plan Funding Collection Notification-8/12/2020	08/11/2020	117.99
	Account 53990.1201 - Other Services and Charges Health Insurance Totals	Invoice 3	\$911,049.22
		Transactions	
Account 53990.1241 - Other Services and Charges Vision			
3977 - Cigna Health & Life Insurance Company	12-August 2020 Cigna Dental Vision \$9,741.46	08/21/2020	7,669.06
	Account 53990.1241 - Other Services and Charges Vision Totals	Invoice 1	\$7,669.06
		Transactions	



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Program 120000 - Main Totals	Invoice 5	<u>\$920,790.68</u>
	Transactions	
Department 12 - Human Resources Totals	Invoice 5	<u>\$920,790.68</u>
	Transactions	
Fund 801 - Health Insurance Trust Totals	Invoice 5	<u>\$920,790.68</u>
	Transactions	

Fund **802 - Fleet Maintenance(S9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

17-office supplies-markers, binder clips, staples, staple remove 08/21/2020 73.93

Account **52110 - Office Supplies** Totals Invoice 1 \$73.93

Transactions

Account **52230 - Garage and Motor Supplies**

4693 - Monroe County Tire & Supply, INC

17-tires-225/70R19.5 Continental HDR-1 08/21/2020 293.75

Account **52230 - Garage and Motor Supplies** Totals Invoice 1 \$293.75

Transactions

Account **52240 - Fuel and Oil**

349 - White River Cooperative, INC

17-B20 biodiesel fuel-6,934 gallons-7/29/20 BC 2019-107A 08/21/2020 12,997.78

Account **52240 - Fuel and Oil** Totals Invoice 1 \$12,997.78

Transactions

Account **52320 - Motor Vehicle Repair**

244 - Bloomington Ford, INC

17-parts-cap 08/21/2020 18.35

244 - Bloomington Ford, INC

17-parts-moulding-door 08/21/2020 47.88

244 - Bloomington Ford, INC

17-parts-gasket, pan asy-transmis 08/21/2020 51.27

244 - Bloomington Ford, INC

17-parts-caliper asy-brak 08/21/2020 144.47

5792 - Clark Truck Equipment Co., INC

17-tailgate springs 08/21/2020 132.78

455 - Industrial Service & Supply, INC

17-#607 hyd fittings 08/21/2020 36.94



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796 - Interstate Battery System of Bloomington, INC	17-batteries-MTP-67R	08/21/2020	91.95
796 - Interstate Battery System of Bloomington, INC	17-batteires-MTP-65HD	08/21/2020	97.25
796 - Interstate Battery System of Bloomington, INC	17-batteries-31-WHD, MT-78, MTP-65HD	08/21/2020	375.32
4439 - JX Enterprises, INC	17-peterbilt parts-valve-solenoid, kit-s/cam seal	08/21/2020	88.71
4439 - JX Enterprises, INC	17-core returns-Inv. #27141122P	08/21/2020	(131.97)
4439 - JX Enterprises, INC	17-peterbilt parts-oil pan, gaskets, hex screws	08/21/2020	622.86
4439 - JX Enterprises, INC	17-credit parts/core return-Inv. #27141122P	08/21/2020	(1,245.00)
4439 - JX Enterprises, INC	17-peterbilt parts-brake drum, brake shoe kit, valves	08/21/2020	2,819.52
480 - Proveli, LLC (Hall Signs, INC)	17 - City Seals - stock	08/21/2020	292.32
786 - Richard's Small Engine, INC	17 - Spacers, sleeves, bolt, nut	08/21/2020	43.82
786 - Richard's Small Engine, INC	17-660- pulley	08/21/2020	48.42
786 - Richard's Small Engine, INC	17-9278 Flat Free Tire 13 X -2	08/21/2020	310.00
54351 - Sternberg, INC	17-parts-shield DUS102I	08/21/2020	82.36
5333 - Total Truck Parts, INC	17-stock disc	08/21/2020	120.00
950 - Tri-State Bearing Co, INC	17-4461 oil seal	08/21/2020	6.76
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-parts-drain assy	08/21/2020	13.94
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-core return (relined brake shoes)-Inv. X301515368:01	08/21/2020	(120.00)
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-parts-relined brake shoes	08/21/2020	341.76
2096 - West Side Tractor Sales CO.	17-parts-seal kit	08/21/2020	32.05
2096 - West Side Tractor Sales CO.	17-parts return-screws	08/21/2020	(55.16)
2096 - West Side Tractor Sales CO.	17-misc jd parts-pads	08/21/2020	281.61
2096 - West Side Tractor Sales CO.	17-misc. jd parts-vapor condensor, hose	08/21/2020	1,380.17



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2096 - West Side Tractor Sales CO.	17-misc jd parts-caps, hose, washers, oil cooler		08/21/2020	4,402.09
Account 52320 - Motor Vehicle Repair Totals		Invoice 29		\$10,330.47
		Transactions		
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	17-shop-5/8" female hose repair-2-8/4/20		08/21/2020	6.98
908 - JB Salvage (Westside Auto Parts)	17 - misc metal tubing		08/21/2020	32.00
2974 - MacAllister Machinery Co, INC	17 - caterpillar software		08/21/2020	1,000.00
15449 - Rosen & Rosen Industries (R&R Industries)	17 - neck gaiters		08/21/2020	110.00
Account 52420 - Other Supplies Totals		Invoice 4		\$1,148.98
		Transactions		
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-June 2020 management fee		08/05/2020	51.50
Account 53540 - Natural Gas Totals		Invoice 1		\$51.50
		Transactions		
Account 53620 - Motor Repairs				
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#829 -repair windshield		08/21/2020	59.95
244 - Bloomington Ford, INC	17 - #626 OSL power steering hose repair		08/21/2020	415.05
Account 53620 - Motor Repairs Totals		Invoice 2		\$475.00
		Transactions		
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-7/22/20		08/21/2020	74.24
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-7/22/20	BC 2009-52	08/21/2020	18.70
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-7/29/20		08/21/2020	70.34
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-7/29/20	BC 2009-52	08/21/2020	18.70
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 4		\$181.98
		Transactions		
Account 53990 - Other Services and Charges				



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3560 - First Financial Bank / Credit Cards	17-title fees-7/6/2020		08/21/2020	45.00
3560 - First Financial Bank / Credit Cards	17-title fees-7/13/2020		08/21/2020	45.00
3560 - First Financial Bank / Credit Cards	17-title fees-7/23/20		08/21/2020	15.00
3560 - First Financial Bank / Credit Cards	17-title fees-7/21/2020		08/21/2020	15.00
3286 - Peacetree, INC (PEI Maintenance)	17-Adams St-annual tank testing-7/20/20		08/21/2020	600.00
3286 - Peacetree, INC (PEI Maintenance)	17-Henderson St-annual fuel tank testing-7/27/20		08/21/2020	535.00
3286 - Peacetree, INC (PEI Maintenance)	17-Adams St-annual fuel tank testing-7/27/20		08/21/2020	535.00
3286 - Peacetree, INC (PEI Maintenance)	17-Henderson St-annual tank testing-7/20/20		08/21/2020	600.00

Account 53990 - Other Services and Charges Totals	Invoice 8 Transactions	\$2,390.00
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Account 54310 - Improvements Other Than Building

32 - Cassidy Electrical Contractors, INC	17-Electrical Services for Truck Wash	BC 2019-120	08/21/2020	8,600.00
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Account 54310 - Improvements Other Than Building Totals	Invoice 1 Transactions	\$8,600.00
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Program 170000 - Main Totals	Invoice 52 Transactions	\$36,543.39
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Department 17 - Fleet Maintenance Totals	Invoice 52 Transactions	\$36,543.39
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Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice 52 Transactions	\$36,543.39
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Fund 804 - Insurance Voluntary Trust

Department 12 - Human Resources

Program 120000 - Main

Account 53990.1271 - Other Services and Charges Section 125 - URM- City

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/05/2020	198.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/06/2020	67.16
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/07/2020	553.00



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/10/2020	113.45
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/10/2020	102.28
17785 - The Howard E. Nyhart Company, INC	12-City URM	08/10/2020	92.06
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/12/2020	136.14
17785 - The Howard E. Nyhart Company, INC	12-City URM	08/13/2020	7.80
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 8 Transactions	<u>\$1,269.89</u>
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City			
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical DDC-City-8/11-8/12/20	08/11/2020	691.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals		Invoice 1 Transactions	<u>\$691.00</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/05/2020	102.11
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/06/2020	149.33
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/07/2020	16.83
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/10/2020	318.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/10/2020	16.78
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-08/10/2020	08/11/2020	34.74
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/12/2020	18.88
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 7 Transactions	<u>\$656.67</u>
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	08/13/2020	18,214.63
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1 Transactions	<u>\$18,214.63</u>
Program 120000 - Main Totals		Invoice 17 Transactions	<u>\$20,832.19</u>



Board of Public Works Claim Register

Invoice Date Range 08/05/20 - 08/21/20

Department 12 - Human Resources Totals	Invoice 17	\$20,832.19
	Transactions	
Fund 804 - Insurance Voluntary Trust Totals	Invoice 17	\$20,832.19
	Transactions	

Fund 805 - Unemployment Comp Non-Reverting

Department 12 - Human Resources

Program 120000 - Main

Account 53990 - Other Services and Charges

204 - State Of Indiana

12-Unemployment Invoice \$5479.87	08/21/2020	5,479.87
Account 53990 - Other Services and Charges Totals	Invoice 1	\$5,479.87
	Transactions	
Program 120000 - Main Totals	Invoice 1	\$5,479.87
	Transactions	
Department 12 - Human Resources Totals	Invoice 1	\$5,479.87
	Transactions	
Fund 805 - Unemployment Comp Non-Reverting Totals	Invoice 1	\$5,479.87
	Transactions	

Fund 978 - City 2016 GO Bond Proceeds

Department 06 - Controller's Office

Program 06016B - 2016 B Ped/Signal/Intersection

Account 54510 - Other Capital Outlays

1959 - Clark Dietz INC

13-3rd & Indiana_Signal Proj-5/30-6/26/20	BC 2019-58	08/21/2020	1,169.40
Account 54510 - Other Capital Outlays Totals	Invoice 1		\$1,169.40
	Transactions		
Program 06016B - 2016 B Ped/Signal/Intersection Totals	Invoice 1		\$1,169.40
	Transactions		
Department 06 - Controller's Office Totals	Invoice 1		\$1,169.40
	Transactions		
Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 1		\$1,169.40
	Transactions		
	Invoice 261		\$1,600,843.97
	Transactions		



H.S.A/CIGNA/IACT/ WorkComp 01-01-2020 to 08-07-2020

Invoice Date Range 01/01/20 - 08/31/20

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 53420 - Worker's Comp & Risk				
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Jeffery Morris-Tony Walden -20202	01/08/2020	01/08/2020	957.40
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Sheldon Kinser - 20205	01/16/2020	01/16/2020	97.68
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho -TTD - WC Claim Fees - 20208	01/22/2020	01/22/2020	28,488.24
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho -TTD - WC Administration Fees - 20209	01/22/2020	01/22/2020	3,808.00
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Sheldon Kinser -20207	01/22/2020	01/22/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Sheldon Kinser -202013	01/29/2020	01/29/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S.Kinser & K. Sharp-202018	02/05/2020	02/05/2020	1,058.54
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser & Sharp -202020	02/12/2020	02/12/2020	1,201.09
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Admin Fees -202024	02/19/2020	02/19/2020	5,313.00
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser-Sharp -202022	02/19/2020	02/19/2020	1,201.09
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Claim Fees -202023	02/19/2020	02/19/2020	27,347.81
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser/Sheldon-202028	02/26/2020	02/26/2020	1,201.09
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser/Sharp -202033	03/04/2020	03/04/2020	1,201.09
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Sharp/Kinser -202035	03/11/2020	03/11/2020	1,201.09
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10 TDD administration fees 202037	03/18/2020	03/18/2020	1,201.09
7311 - Golitko & Daly PC	06-Worker Compensation Settlement (C-218850)	03/19/2020	03/18/2020	205,000.00
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho -TTD - WC Claim Fees - 202038	03/20/2020	03/20/2020	17,261.46



H.S.A/CIGNA/IACT/ WorkComp 01-01-2020 to 08-07-2020

Invoice Date Range 01/01/20 - 08/31/20

2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho -TTD - WC Admin Fees - 202039	03/20/2020	03/20/2020	2,260.50
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Sharp/Kinser -202041	03/25/2020	03/25/2020	1,201.09
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser/Sharp -202047	04/01/2020	04/01/2020	1,201.09
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser/Sharp -202049	04/08/2020	04/08/2020	1,201.09
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Sharp/Kinser -202051	04/15/2020	04/15/2020	1,201.09
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD -Claim Fees -202052	04/20/2020	04/20/2020	9,576.63
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD -Admin Fees - 202053	04/20/2020	04/20/2020	1,935.35
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Sheldon/Kinser - 202055	04/23/2020	04/23/2020	1,201.09
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser/Sharp -202058	04/28/2020	04/28/2020	844.74
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser -202064	05/05/2020	05/05/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser -202066	05/12/2020	05/12/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser -20269	05/19/2020	05/19/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Claim Fees -202070	05/21/2020	05/21/2020	1,211.84
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Admin Fee -202071	05/21/2020	05/21/2020	606.00
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser -202073	05/26/2020	05/26/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser-202079	06/03/2020	06/03/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser -202081	06/08/2020	06/08/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S.Kinser -202083	06/15/2020	06/15/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser-20287	06/22/2020	06/22/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-Admin Fees -202085	06/22/2020	06/22/2020	2,367.00



H.S.A/CIGNA/IACT/ WorkComp 01-01-2020 to 08-07-2020

Invoice Date Range 01/01/20 - 08/31/20

2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-Claim Fees - 202084	06/22/2020	06/22/2020	39,275.45
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-PPI -B. Robertson -202088	06/25/2020	06/25/2020	4,566.12
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser -202093	07/01/2020	07/01/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser - 202094	07/08/2020	07/08/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser -202097	07/13/2020	07/13/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho -TTD - WC Admin Fees - 2020103	07/21/2020	07/21/2020	2,394.00
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Sheldon Kinser-2020101	07/21/2020	07/21/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho - CLAIM FEES	07/21/2020	07/21/2020	28,588.56
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser -2020106	07/27/2020	07/27/2020	488.38

Account 53420 - Worker's Comp & Risk Totals 46	\$403,496.01
Program 100000 - Main Totals 46	\$403,496.01
Department 10 - Legal Totals 46	\$403,496.01
Fund 800 - Risk Management(S0203) Totals 46	\$403,496.01

Fund **801 - Health Insurance Trust**
 Department **12 - Human Resources**
 Program **120000 - Main**
 Account **53990.1201 - Other Services and Charges Health Insurance**

17785 - The Howard E. Nyhart Company, INC	12-2020 Employer HSA Contribution	01/02/2020	01/02/2020	349,084.79
17785 - The Howard E. Nyhart Company, INC	12-Sweedeen, Robert HSA 4.66	01/02/2020	01/02/2020	4.66
3908 - CIGNA Healthcare	12-Cigna Dental Claim Funding-Inv date 1/9/2020	01/09/2020	01/10/2020	31,056.94
3928 - Aim Medical Trust	12-January 2020 Medical Premiums \$910,841.67	01/10/2020	01/10/2020	910,841.67
17785 - The Howard E. Nyhart Company, INC	12-January Wellness Reimbursements \$19831.09	01/28/2020	01/28/2020	19,831.09
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$789.87	01/29/2020	01/29/2020	789.87



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Invoice Date Range 01/01/20 - 08/31/20

17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont-HSA Plan Funding-2/1/2020	02/03/2020	02/03/2020	1,639.87
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont -HSA Plan Funding-2/4/2020	02/04/2020	02/04/2020	850.00
3928 - Aim Medical Trust	12-February 2020 Medical Premiums	02/06/2020	02/11/2020	895,986.18
3908 - CIGNA Healthcare	12-Jan 2020 Cigna Dental Funding	02/06/2020	02/11/2020	38,243.92
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont -HSA Plan Funding-2/6/2020	02/06/2020	02/06/2020	250.68
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont -HSA Plan Funding-2/7/2020	02/07/2020	02/07/2020	850.00
17785 - The Howard E. Nyhart Company, INC	12-February Wellness Reimbursements \$7992.11	02/25/2020	02/25/2020	7,992.11
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$2385.37	03/02/2020	03/02/2020	2,385.37
3928 - Aim Medical Trust	12-March 2020 Insurance Premiums \$896,258.46	03/09/2020	03/09/2020	896,258.46
3908 - CIGNA Healthcare	12-Cigna Dental Claim Funding \$42,001.29	03/12/2020	03/12/2020	42,001.29
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$1585.98	03/16/2020	03/16/2020	1,585.98
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$204.93	03/18/2020	03/18/2020	204.93
17785 - The Howard E. Nyhart Company, INC	12-GASB 75 FY2019 Interim \$1,250	03/24/2020	04/03/2020	1,250.00
17785 - The Howard E. Nyhart Company, INC	12 Nyhart ER Contrilbution \$1356.06 (Solbrig & Tracey)	03/26/2020	03/26/2020	1,356.06
17785 - The Howard E. Nyhart Company, INC	12 March Wellness Reimbursement \$4371.00	03/26/2020	03/26/2020	4,371.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$198.03	04/08/2020	04/08/2020	198.03
3908 - CIGNA Healthcare	12-March 2020 Cigna Dental Funding \$36,622.59	04/15/2020	04/15/2020	36,622.59
3928 - Aim Medical Trust	12-April 2020 Medical Premium \$922,220.32	04/16/2020	04/16/2020	922,220.32
17785 - The Howard E. Nyhart Company, INC	12-Gym Memberships	04/16/2020	04/16/2020	461.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$596.16	04/21/2020	04/21/2020	596.16



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3928 - Aim Medical Trust	12-May 2020 Insurance Premiums \$919,593.37	05/01/2020	05/01/2020	919,593.37
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$1057.82	05/19/2020	05/19/2020	1,057.82
17785 - The Howard E. Nyhart Company, INC	12- GASB 75 Actuarial FYE 12/31/2019 Interim \$1,250	06/02/2020	06/12/2020	1,250.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$498.62	06/05/2020	06/05/2020	498.62
3928 - Aim Medical Trust	12-June 2020 Insurance Premiums \$902,042.37	06/08/2020	06/08/2020	902,042.37
3908 - CIGNA Healthcare	12-Apr May 2020 Dental Claim Funding \$28,534.18	06/11/2020	06/12/2020	28,534.18
17785 - The Howard E. Nyhart Company, INC	12-May Wellness Reimbursements \$200.00	06/29/2020	06/29/2020	200.00
17785 - The Howard E. Nyhart Company, INC	12-June Wellness Reimbursements \$1462.00	06/29/2020	06/29/2020	1,462.00
3928 - Aim Medical Trust	12-AIM Medical Trust \$909,832.29	07/01/2020	07/10/2020	909,832.29
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/01/2020	07/01/2020	862.10
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$431.05	07/10/2020	07/10/2020	431.05
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$632.70	07/15/2020	07/15/2020	632.70
17785 - The Howard E. Nyhart Company, INC	12-July Wellness Reimbursements \$1395.00	07/16/2020	07/16/2020	1,395.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$556.85	07/27/2020	07/27/2020	556.85
Account 53990.1201 - Other Services and Charges Health Insurance Totals 40				\$6,935,281.32
Account 53990.1278 - Other Services and Charges Disability LTD				
18539 - Life Insurance Company Of North America	12-January 2020 LINA \$36,507.12	01/01/2020	03/06/2020	6,436.58
18539 - Life Insurance Company Of North America	12-December 2019 LINA \$35,091.06	01/14/2020	01/24/2020	6,305.89
18539 - Life Insurance Company Of North America	12-February 2020 LINA \$37,092.99	03/10/2020	03/20/2020	6,593.50
18539 - Life Insurance Company Of North America	12-March 2020 LINA \$34,058.64	04/07/2020	04/17/2020	3,543.13
18539 - Life Insurance Company Of North America	12-April 2020 LINA \$36,105.90	05/05/2020	05/15/2020	5,771.36



H.S.A/CIGNA/IACT/ WorkComp 01-01-2020 to 08-07-2020

Invoice Date Range 01/01/20 - 08/31/20

18539 - Life Insurance Company Of North America	12-May 2020 LINA \$35,578.52	06/16/2020	06/26/2020	5,739.11
18539 - Life Insurance Company Of North America	12-June 2020 LINA \$35,729.71	07/14/2020	07/24/2020	5,796.29
Account 53990.1278 - Other Services and Charges Disability LTD Totals 7				\$40,185.86
Program 120000 - Main Totals 47				\$6,975,467.18
Department 12 - Human Resources Totals 47				\$6,975,467.18
Fund 801 - Health Insurance Trust Totals 47				\$6,975,467.18
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1241 - Other Services and Charges Vision				
3977 - Cigna Health & Life Insurance Company	12-January 2020 Dental Vision Admin \$9,686.33	01/14/2020	01/24/2020	7,610.03
3977 - Cigna Health & Life Insurance Company	12-Cigna Dental & Vision Admin - February 2020	02/11/2020	02/21/2020	7,616.52
3977 - Cigna Health & Life Insurance Company	12-Cigna Dental/Vision Admin \$9,848.11	03/10/2020	03/20/2020	7,755.91
3977 - Cigna Health & Life Insurance Company	12-Cigna Dental & Vision ASO/Admin \$9,930.58	04/07/2020	04/17/2020	7,805.38
3977 - Cigna Health & Life Insurance Company	12-May 2020 Cigna Dental Vision Admin \$9,815.57	05/19/2020	05/29/2020	7,720.07
3977 - Cigna Health & Life Insurance Company	12-June2020 Cigna Dental/Vision Admin \$9,810.43	06/02/2020	06/12/2020	7,718.23
3977 - Cigna Health & Life Insurance Company	12-July 2020 Cigna Dent/Vis Adm \$9,875.93	07/14/2020	07/24/2020	7,770.53
Account 53990.1241 - Other Services and Charges Vision Totals 7				\$53,996.67
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/02/2020	01/02/2020	343.71
17785 - The Howard E. Nyhart Company, INC	12-City URM	01/03/2020	01/03/2020	22.51
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-01/05/2020	01/06/2020	01/06/2020	2,730.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-01/03/2020	01/06/2020	01/06/2020	9.86
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-01/04/2020	01/06/2020	01/06/2020	952.75



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Invoice Date Range 01/01/20 - 08/31/20

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/07/2020	01/07/2020	14.10
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/08/2020	01/08/2020	164.07
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/08/2020	01/09/2020	01/09/2020	164.16
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/10/2020	01/10/2020	567.56
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/13/2020	01/13/2020	99.10
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/13/2020	01/13/2020	1,942.42
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/13/2020	01/13/2020	165.15
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/14/2020	01/14/2020	1,278.60
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	01/14/2020	01/14/2020	221.66
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/15/2020	01/15/2020	746.80
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/15/2020	01/16/2020	01/16/2020	698.32
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/17/2020	01/17/2020	450.88
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/21/2020	01/21/2020	675.95
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/21/2020	01/21/2020	85.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	01/21/2020	01/21/2020	267.15
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/21/2020	01/21/2020	151.81
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/22/2020	01/22/2020	344.07
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/23/2020	01/23/2020	245.54
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/24/2020	01/24/2020	255.82
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/27/2020	01/27/2020	289.93



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Invoice Date Range 01/01/20 - 08/31/20

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/27/2020	01/27/2020	63.29
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/27/2020	01/27/2020	188.96
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical - City	01/28/2020	01/28/2020	172.95
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical - City	01/29/2020	01/29/2020	1,291.46
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/30/2020	01/30/2020	1,036.70
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/30/2020	01/31/2020	01/31/2020	521.71
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-2/2/2020	02/03/2020	02/03/2020	106.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-2/1/2020	02/03/2020	02/03/2020	574.03
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/31/2020	02/03/2020	02/03/2020	213.85
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-2/3/2020	02/04/2020	02/04/2020	61.07
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-2/4/2020	02/05/2020	02/05/2020	561.14
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-2/5/2020	02/06/2020	02/06/2020	105.10
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-2/6/2020	02/07/2020	02/07/2020	583.34
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/10/2020	02/10/2020	137.44
17785 - The Howard E. Nyhart Company, INC	12-City URM	02/10/2020	02/10/2020	354.55
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/10/2020	02/10/2020	402.09
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/11/2020	02/11/2020	287.84
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/12/2020	02/12/2020	648.37
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/13/2020	02/13/2020	386.41
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/14/2020	02/14/2020	843.33



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/17/2020	02/17/2020	153.64
17785 - The Howard E. Nyhart Company, INC	12-City URM	02/17/2020	02/17/2020	415.60
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/17/2020	02/17/2020	158.40
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/18/2020	02/18/2020	55.18
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	02/18/2020	02/18/2020	65.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	02/19/2020	02/19/2020	308.95
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/20/2020	02/20/2020	1,481.47
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/21/2020	02/21/2020	344.09
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/24/2020	02/24/2020	180.94
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/24/2020	02/24/2020	733.06
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/24/2020	02/24/2020	2,153.16
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/26/2020	02/26/2020	356.02
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/27/2020	02/27/2020	486.37
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/28/2020	02/28/2020	382.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/02/2020	03/02/2020	273.24
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/02/2020	03/02/2020	339.96
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/02/2020	03/02/2020	361.72
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/03/2020	03/03/2020	111.85
17785 - The Howard E. Nyhart Company, INC	12-FSA UnreimbursedDDC City	03/03/2020	03/03/2020	432.14
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/04/2020	03/04/2020	320.00



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/05/2020	03/05/2020	975.05
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/06/2020	03/06/2020	320.98
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/09/2020	03/09/2020	805.62
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/09/2020	03/09/2020	259.72
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/09/2020	03/09/2020	643.01
17785 - The Howard E. Nyhart Company, INC	12-City URM	03/10/2020	03/10/2020	37.07
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/11/2020	03/11/2020	355.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/12/2020	03/12/2020	493.07
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-3/12/20	03/13/2020	03/13/2020	526.66
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/16/2020	03/16/2020	349.71
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/16/2020	03/16/2020	310.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/16/2020	03/16/2020	312.98
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/17/2020	03/17/2020	134.20
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/18/2020	03/18/2020	461.23
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/19/2020	03/19/2020	429.56
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/20/2020	03/20/2020	102.98
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/23/2020	03/23/2020	357.95
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/23/2020	03/23/2020	291.01
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/23/2020	03/23/2020	42.17
17785 - The Howard E. Nyhart Company, INC	12-City URM	03/24/2020	03/24/2020	87.25



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17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	03/24/2020	03/24/2020	51.19
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/25/2020	03/25/2020	208.08
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/26/2020	03/26/2020	277.46
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/27/2020	03/27/2020	80.18
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/30/2020	03/30/2020	369.30
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/30/2020	03/30/2020	275.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	03/30/2020	03/30/2020	63.90
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/01/2020	04/01/2020	115.82
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/02/2020	04/02/2020	128.77
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/03/2020	04/03/2020	1,438.21
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/06/2020	04/06/2020	419.44
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/06/2020	04/06/2020	250.02
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/06/2020	04/06/2020	16.78
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/07/2020	04/07/2020	308.43
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	04/07/2020	04/07/2020	150.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/08/2020	04/08/2020	30.07
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/09/2020	04/09/2020	80.73
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/13/2020	04/13/2020	52.29
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/13/2020	04/13/2020	276.87
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/13/2020	04/13/2020	815.42



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17785 - The Howard E. Nyhart Company, INC	12-City URM	04/13/2020	04/13/2020	610.02
17785 - The Howard E. Nyhart Company, INC	12-City DDC/URM	04/14/2020	04/14/2020	85.71
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/15/2020	04/15/2020	134.57
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/16/2020	04/16/2020	216.80
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/17/2020	04/17/2020	108.14
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/20/2020	04/20/2020	150.74
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/20/2020	04/20/2020	88.04
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/20/2020	04/20/2020	2.18
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/21/2020	04/21/2020	54.17
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/22/2020	04/22/2020	183.89
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/23/2020	04/23/2020	251.61
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/24/2020	04/24/2020	307.10
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/27/2020	04/27/2020	177.04
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/27/2020	04/27/2020	255.16
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/27/2020	04/27/2020	381.89
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/28/2020	04/28/2020	19.62
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	04/28/2020	04/28/2020	40.48
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/01/2020	05/01/2020	203.77
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/01/2020	05/01/2020	50.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/04/2020	05/04/2020	113.82



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17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical - City	05/04/2020	05/04/2020	41.75
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/05/2020	05/05/2020	16.97
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/06/2020	05/06/2020	393.72
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/07/2020	05/07/2020	191.22
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/08/2020	05/08/2020	764.39
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/11/2020	05/11/2020	321.20
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/11/2020	05/11/2020	16.80
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/11/2020	05/11/2020	42.13
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/12/2020	05/12/2020	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/13/2020	05/13/2020	143.58
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/14/2020	05/14/2020	119.92
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/15/2020	05/15/2020	681.10
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/18/2020	05/18/2020	350.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/18/2020	05/18/2020	69.14
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/20/2020	05/20/2020	2.92
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/21/2020	05/21/2020	118.64
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/22/2020	05/22/2020	449.46
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/26/2020	05/26/2020	9.38
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/26/2020	05/26/2020	209.92
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/26/2020	05/26/2020	70.00



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17785 - The Howard E. Nyhart Company, INC	12-City URM	05/26/2020	05/26/2020	10.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/26/2020	05/26/2020	158.17
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/28/2020	05/28/2020	1,164.84
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/29/2020	05/29/2020	200.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/01/2020	06/01/2020	214.29
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/01/2020	06/01/2020	1,147.17
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/01/2020	06/01/2020	99.98
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/03/2020	06/03/2020	246.97
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/03/2020	06/03/2020	134.69
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/04/2020	06/04/2020	587.87
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/05/2020	06/05/2020	280.56
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/08/2020	06/08/2020	100.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/08/2020	06/08/2020	330.71
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM/UtilDDC	06/08/2020	06/08/2020	1,072.79
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/09/2020	06/09/2020	8.26
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/10/2020	06/10/2020	181.34
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/11/2020	06/11/2020	211.92
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/12/2020	06/12/2020	186.92
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/15/2020	06/15/2020	87.50
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/15/2020	06/15/2020	4.96



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/17/2020	06/17/2020	41.17
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/18/2020	06/18/2020	17.80
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/19/2020	06/19/2020	102.81
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/22/2020	06/22/2020	167.12
17785 - The Howard E. Nyhart Company, INC	12-Util URM	06/22/2020	06/22/2020	89.55
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/22/2020	06/22/2020	650.56
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/23/2020	06/23/2020	51.79
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/24/2020	06/24/2020	163.38
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/25/2020	06/25/2020	117.68
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/26/2020	06/26/2020	160.53
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/29/2020	06/29/2020	136.51
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/29/2020	06/29/2020	127.91
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/30/2020	06/30/2020	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/DDC URM	06/30/2020	06/30/2020	24.28
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/01/2020	07/01/2020	162.57
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/02/2020	07/02/2020	388.01
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/06/2020	07/06/2020	663.60
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/06/2020	07/06/2020	801.28
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/06/2020	07/06/2020	100.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/06/2020	07/06/2020	311.89



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17785 - The Howard E. Nyhart Company, INC	12-City URM	07/07/2020	07/07/2020	9.00
17785 - The Howard E. Nyhart Company, INC	12-City URM/Util DDC	07/07/2020	07/07/2020	118.90
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/08/2020	07/08/2020	114.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/09/2020	07/09/2020	122.80
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/10/2020	07/10/2020	55.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/13/2020	07/13/2020	99.98
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/13/2020	07/13/2020	240.47
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/13/2020	07/13/2020	17.47
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/14/2020	07/14/2020	25.00
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	07/14/2020	07/14/2020	120.02
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/15/2020	07/15/2020	195.47
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/16/2020	07/16/2020	39.15
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/17/2020	07/17/2020	55.12
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/20/2020	07/20/2020	171.92
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/24/2020	07/24/2020	34.43
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/27/2020	07/27/2020	72.80
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/27/2020	07/27/2020	130.90
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/27/2020	07/27/2020	167.32
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/28/2020	07/28/2020	166.37
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/28/2020	07/28/2020	100.47



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/29/2020	07/29/2020	49.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/31/2020	07/31/2020	1,186.98
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals 207				\$64,729.46
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City				
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	01/14/2020	01/14/2020	190.00
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical DDC - City	01/21/2020	01/21/2020	1,223.50
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical DDC - City-2/4-2/5/2020	02/04/2020	02/04/2020	190.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/11/2020	02/11/2020	359.00
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	02/18/2020	02/18/2020	190.00
17785 - The Howard E. Nyhart Company, INC	12-FSA UnreimbursedDDC City	03/03/2020	03/03/2020	190.00
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	03/24/2020	03/24/2020	895.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM/City DDC	03/31/2020	03/31/2020	435.00
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	04/07/2020	04/07/2020	665.00
17785 - The Howard E. Nyhart Company, INC	12-City DDC/URM	04/14/2020	04/14/2020	190.00
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	04/28/2020	04/28/2020	475.00
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC	07/14/2020	07/14/2020	320.00
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical DDC - City	07/21/2020	07/21/2020	1,520.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals 13				\$6,842.50
Account 53990.1273 - Other Services and Charges Term Life				
18539 - Life Insurance Company Of North America	12-January 2020 LINA \$36,507.12	01/01/2020	03/06/2020	16,074.06
18539 - Life Insurance Company Of North America	12-December 2019 LINA \$35,091.06	01/14/2020	01/24/2020	15,538.93
18539 - Life Insurance Company Of North America	12-February 2020 LINA \$37,092.99	03/10/2020	03/20/2020	16,319.68



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18539 - Life Insurance Company Of North America	12-March 2020 LINA \$34,058.64	04/07/2020	04/17/2020	16,338.18
18539 - Life Insurance Company Of North America	12-April 2020 LINA \$36,105.90	05/05/2020	05/15/2020	16,181.89
18539 - Life Insurance Company Of North America	12-May 2020 LINA \$35,578.52	06/16/2020	06/26/2020	15,916.35
18539 - Life Insurance Company Of North America	12-June 2020 LINA \$35,729.71	07/14/2020	07/24/2020	15,923.05

Account 53990.1273 - Other Services and Charges Term Life Totals	7		\$112,292.14
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Account 53990.1277 - Other Services and Charges Disability STD

18539 - Life Insurance Company Of North America	12-January 2020 LINA \$36,507.12	01/01/2020	03/06/2020	9,703.98
18539 - Life Insurance Company Of North America	12-December 2019 LINA \$35,091.06	01/14/2020	01/24/2020	8,989.44
18539 - Life Insurance Company Of North America	12-February 2020 LINA \$37,092.99	03/10/2020	03/20/2020	9,887.30
18539 - Life Insurance Company Of North America	12-March 2020 LINA \$34,058.64	04/07/2020	04/17/2020	9,912.03
18539 - Life Insurance Company Of North America	12-April 2020 LINA \$36,105.90	05/05/2020	05/15/2020	9,837.25
18539 - Life Insurance Company Of North America	12-May 2020 LINA \$35,578.52	06/16/2020	06/26/2020	9,647.56
18539 - Life Insurance Company Of North America	12-June 2020 LINA \$35,729.71	07/14/2020	07/24/2020	9,694.07

Account 53990.1277 - Other Services and Charges Disability STD Totals	7		\$67,671.63
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Account 53990.1281 - Other Services and Charges Section 125 - URM- Util

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/02/2020	01/02/2020	3.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-01/05/2020	01/06/2020	01/06/2020	28.38
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-01/03/2020	01/06/2020	01/06/2020	123.71
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/07/2020	01/07/2020	60.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/08/2020	01/08/2020	40.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/10/2020	01/10/2020	88.10
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/13/2020	01/13/2020	70.00



H.S.A/CIGNA/IACT/ WorkComp 01-01-2020 to 08-07-2020

Invoice Date Range 01/01/20 - 08/31/20

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/13/2020	01/13/2020	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/13/2020	01/13/2020	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/14/2020	01/14/2020	176.20
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/15/2020	01/15/2020	25.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/15/2020	01/16/2020	01/16/2020	102.22
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/17/2020	01/17/2020	95.53
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/21/2020	01/21/2020	55.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/21/2020	01/21/2020	218.46
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/21/2020	01/21/2020	40.73
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/22/2020	01/22/2020	157.62
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/23/2020	01/23/2020	54.66
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/24/2020	01/24/2020	82.26
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/27/2020	01/27/2020	45.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/27/2020	01/27/2020	26.55
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/27/2020	01/27/2020	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/30/2020	01/30/2020	70.21
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/30/2020	01/31/2020	01/31/2020	25.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-2/2/2020	02/03/2020	02/03/2020	3.50
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/31/2020	02/03/2020	02/03/2020	55.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-2/4/2020	02/05/2020	02/05/2020	32.32



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17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-2/5/2020	02/06/2020	02/06/2020	15.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/10/2020	02/10/2020	46.65
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/10/2020	02/10/2020	985.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/11/2020	02/11/2020	103.74
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/12/2020	02/12/2020	324.76
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/13/2020	02/13/2020	56.80
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/14/2020	02/14/2020	70.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/17/2020	02/17/2020	22.75
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/17/2020	02/17/2020	135.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/18/2020	02/18/2020	8.65
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/20/2020	02/20/2020	15.63
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/21/2020	02/21/2020	32.62
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/24/2020	02/24/2020	17.81
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/24/2020	02/24/2020	765.49
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/24/2020	02/24/2020	12.47
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/26/2020	02/26/2020	4.17
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/27/2020	02/27/2020	163.58
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/28/2020	02/28/2020	75.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/02/2020	03/02/2020	36.55
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/02/2020	03/02/2020	122.50



H.S.A/CIGNA/IACT/ WorkComp 01-01-2020 to 08-07-2020

Invoice Date Range 01/01/20 - 08/31/20

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/02/2020	03/02/2020	50.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/03/2020	03/03/2020	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/04/2020	03/04/2020	12.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/05/2020	03/05/2020	44.43
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/06/2020	03/06/2020	1,050.28
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/09/2020	03/09/2020	35.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/09/2020	03/09/2020	104.52
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/09/2020	03/09/2020	159.40
17785 - The Howard E. Nyhart Company, INC	12-DDC/URM Utilities	03/10/2020	03/10/2020	250.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/11/2020	03/11/2020	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/12/2020	03/12/2020	225.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-3/12/20	03/13/2020	03/13/2020	267.33
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/16/2020	03/16/2020	60.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/16/2020	03/16/2020	125.34
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/16/2020	03/16/2020	300.38
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/17/2020	03/17/2020	160.45
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/17/2020	03/17/2020	1,462.17
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/18/2020	03/18/2020	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/19/2020	03/19/2020	125.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/20/2020	03/20/2020	373.83



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Invoice Date Range 01/01/20 - 08/31/20

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/23/2020	03/23/2020	15.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/23/2020	03/23/2020	89.25
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/23/2020	03/23/2020	127.33
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/25/2020	03/25/2020	97.08
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/26/2020	03/26/2020	87.52
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/27/2020	03/27/2020	81.54
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/30/2020	03/30/2020	248.70
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/30/2020	03/30/2020	46.56
17785 - The Howard E. Nyhart Company, INC	12-Util URM/City DDC	03/31/2020	03/31/2020	1,673.75
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/01/2020	04/01/2020	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/06/2020	04/06/2020	40.02
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/08/2020	04/08/2020	24.34
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/09/2020	04/09/2020	149.40
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/13/2020	04/13/2020	89.89
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/13/2020	04/13/2020	65.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/15/2020	04/15/2020	44.22
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/16/2020	04/16/2020	75.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/17/2020	04/17/2020	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/20/2020	04/20/2020	127.33
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/20/2020	04/20/2020	120.00



H.S.A/CIGNA/IACT/ WorkComp 01-01-2020 to 08-07-2020

Invoice Date Range 01/01/20 - 08/31/20

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/21/2020	04/21/2020	109.33
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/23/2020	04/23/2020	196.81
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/27/2020	04/27/2020	32.60
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/27/2020	04/27/2020	4.42
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/27/2020	04/27/2020	65.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/28/2020	04/28/2020	40.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/01/2020	05/01/2020	48.89
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/01/2020	05/01/2020	120.81
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/04/2020	05/04/2020	100.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/06/2020	05/06/2020	20.93
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/07/2020	05/07/2020	50.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/08/2020	05/08/2020	138.51
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/11/2020	05/11/2020	354.33
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/11/2020	05/11/2020	32.15
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical - Util	05/12/2020	05/12/2020	674.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/13/2020	05/13/2020	107.81
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/14/2020	05/14/2020	84.36
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/15/2020	05/15/2020	317.99
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/18/2020	05/18/2020	206.49
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/18/2020	05/18/2020	132.29



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Invoice Date Range 01/01/20 - 08/31/20

17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical - Util	05/19/2020	05/19/2020	123.46
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/20/2020	05/20/2020	28.06
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/21/2020	05/21/2020	160.50
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/22/2020	05/22/2020	773.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM	05/27/2020	05/27/2020	3.03
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/28/2020	05/28/2020	53.83
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/29/2020	05/29/2020	400.23
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/01/2020	06/01/2020	48.03
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/01/2020	06/01/2020	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/03/2020	06/03/2020	248.81
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/05/2020	06/05/2020	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/08/2020	06/08/2020	5.17
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM/UtilDDC	06/08/2020	06/08/2020	13.03
17785 - The Howard E. Nyhart Company, INC	12-Util URM	06/09/2020	06/09/2020	97.95
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/11/2020	06/11/2020	60.93
17785 - The Howard E. Nyhart Company, INC	12-Util URM	06/15/2020	06/15/2020	33.09
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/15/2020	06/15/2020	3.50
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/17/2020	06/17/2020	160.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/18/2020	06/18/2020	408.81
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/19/2020	06/19/2020	35.00



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/22/2020	06/22/2020	91.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/22/2020	06/22/2020	207.94
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/24/2020	06/24/2020	155.42
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/26/2020	06/26/2020	631.50
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/29/2020	06/29/2020	115.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/29/2020	06/29/2020	33.03
17785 - The Howard E. Nyhart Company, INC	12-Util URM	06/29/2020	06/29/2020	241.86
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/30/2020	06/30/2020	44.44
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/01/2020	07/01/2020	588.76
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/02/2020	07/02/2020	50.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/06/2020	07/06/2020	204.82
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/06/2020	07/06/2020	35.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/06/2020	07/06/2020	80.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/09/2020	07/09/2020	180.23
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/10/2020	07/10/2020	132.75
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/13/2020	07/13/2020	56.19
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/13/2020	07/13/2020	3.03
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/15/2020	07/15/2020	43.82
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/16/2020	07/16/2020	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/17/2020	07/17/2020	45.47



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17785 - The Howard E. Nyhart Company, INC	12 -Util URM	07/20/2020	07/20/2020	96.64
17785 - The Howard E. Nyhart Company, INC	12-Util URM	07/20/2020	07/20/2020	180.23
17785 - The Howard E. Nyhart Company, INC	12-Util URM	07/21/2020	07/21/2020	227.20
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/24/2020	07/24/2020	177.73
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/27/2020	07/27/2020	10.30
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/27/2020	07/27/2020	97.58
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/29/2020	07/29/2020	1.75
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/31/2020	07/31/2020	464.09
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals 155				\$22,633.61
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util				
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical DDC - Util	01/07/2020	01/07/2020	165.80
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical DDC - Util	01/28/2020	01/28/2020	835.00
17785 - The Howard E. Nyhart Company, INC	12-DDC/URM Utilities	03/10/2020	03/10/2020	961.55
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/17/2020	03/17/2020	70.45
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM/UtilDDC	06/08/2020	06/08/2020	180.23
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical DDC - Util	06/23/2020	06/23/2020	740.00
17785 - The Howard E. Nyhart Company, INC	12-City/DDC URM	06/30/2020	06/30/2020	640.00
17785 - The Howard E. Nyhart Company, INC	12-City URM/Util DDC	07/07/2020	07/07/2020	600.00
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals 8				\$4,193.03
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	12-HSA Payroll 1/2/2019	01/02/2020	01/02/2020	18,414.96
17785 - The Howard E. Nyhart Company, INC	12-HSA EE JContributions-1-16-2020	01/16/2020	01/16/2020	18,422.65



H.S.A/CIGNA/IACT/ WorkComp 01-01-2020 to 08-07-2020

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17785 - The Howard E. Nyhart Company, INC	12-HSA EE Contributions-1-31-2020	01/30/2020	01/30/2020	19,622.65
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	02/13/2020	02/13/2020	19,647.65
17785 - The Howard E. Nyhart Company, INC	12-February 28, 2020 Payroll	02/27/2020	02/27/2020	18,072.65
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	03/12/2020	03/12/2020	18,211.79
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	03/26/2020	03/26/2020	18,251.79
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	04/08/2020	04/08/2020	18,241.40
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	04/23/2020	04/23/2020	18,318.32
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	05/07/2020	05/07/2020	18,184.52
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	05/21/2020	05/21/2020	18,249.52
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	06/04/2020	06/04/2020	19,524.52
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	06/18/2020	06/18/2020	19,089.52
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	07/01/2020	07/01/2020	19,639.52
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	07/16/2020	07/16/2020	18,855.02
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/30/2020	07/30/2020	117.80
17785 - The Howard E. Nyhart Company, INC	12-City URM	07/30/2020	07/30/2020	20,243.78

Account 53990.1283 - Other Services and Charges Health Savings Account Totals	17	\$301,108.06
Program 120000 - Main Totals	421	\$633,467.10
Department 12 - Human Resources Totals	421	\$633,467.10
Fund 804 - Insurance Voluntary Trust Totals	421	\$633,467.10
Grand Totals	514	\$8,012,430.29

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/21/2020	Claims				1,600,843.97
Jan-Aug	HSA/WorkComp/MT & Gym/CIGNA		Jan to Aug 2020		8,012,430.29
					<u>9,613,274.26</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 **\$ 9,613,274.26**

Dated this 18th day of August 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 _____