

Board of Public Works Meeting
September 15, 2020



Topic: Board Of Public Works

Time: Sep 15, 2020 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/96171688022?pwd=YWkxSjlzSGdRMk53QzlDWUFaVng1UT09>

Meeting ID: 961 7168 8022

Passcode: 831104

Dial by your location

+1 312 626 6799 US (Chicago)

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Meeting ID: 961 7168 8022

Passcode: 831104

Find your local number: <https://bloomington.zoom.us/u/ahFM1Pa39>

AGENDA
BOARD OF PUBLIC WORKS
September 15, 2020

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, September 15, 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](mailto:public.works@bloomington.in.gov) rather than in person.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. TITLE VI ENFORCEMENT

IV. CONSENT AGENDA

1. Approval of Minutes – September 01, 2020
2. Approve 2020 Blanket Noise Permit for Parks and Recreation
3. Approve Service Agreement between City of Bloomington Street Division and Precision Concrete for Repairing Sidewalks.
4. Approval of Payroll

V. NEW BUSINESS

1. Resolution 2020-47: Approve Order to Vacate Structure at 1306 W. Kirkwood
2. Approve Renewal #1 to Agreement with Republic Services for Municipal Solid Waste Disposal and Single Source Recycling

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

The Board of Public Works meeting was held on Tuesday, September 1st, 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.
Sean Starowitz – Economic and Sustainable Dev.
Chris Wheeler – City Legal
Daniel Dixon – City Legal
Jacqueline Moore – City Legal
Sara Gomez – Planning and Transportation
Paul Kehrberg – Planning and Transportation
Roy Aten – Planning and Transportation
Russell White – Planning and Transportation
Paula McDevitt – Parks and Recreation
Mallory Rickbeil – Planning and Transportation

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

1. **Approval of Minutes – September 01, 2020**
2. **Approve Noise Permit for 2020 Lotus World Music Festival (Saturday, September 26, 2020)**
3. **Resolution 2020-46: Approve Renewal of Mobile Vendor in Public Right-of-Way (Swakin, LLC)**
4. **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, HAND, presented Resolution 2020-37: Approve Order to Remove Structure at 1209 W. 11th Street. See meeting packet for details.

NEW BUSINESS

**Resolution 2020-37:
Approve Order to Remove
Structure at 1209 W. 11th
Street**

Board Comments:

Arnold explained that this has been an ongoing process that began in March 2018. Daniel Dixon, City Legal, commented on confusion of ownership with decedents, but that does not affect the order. Hollingsworth asked if the Order to Remove is for October and what will happen if the structure is not removed. Arnold explained that the removal is ordered for October and if the owners do not comply, the City will contract for removal. The owners would be billed for the expense of removal. He then explained that if owners do not pay, the City will pay the bill and put a lien on the property

Hollingsworth made a motion to approve Resolution 2020-37: Approve Order to Remove Structure at 1209 W. 11th Street. Palazzo seconded. Motion is passed

Sara Gomez, Planning and Transportation, presented Resolution 2020-44: Approve Right-of-Way Encroachment Agreement for 1100 N. Crescent Road. See meeting packet for details.

**Resolution 2020-44:
Approve Right-of-Way
Encroachment Agreement
for 1100 N. Crescent Road**

Board Comments:

Hollingsworth made a motion to approve Resolution 2020-44: Approve Right-of-Way Encroachment Agreement for 1100 N. Crescent Road. Palazzo seconded. Motion is passed.

Paul Kehrberg, Planning and Transportation, presented Approve Street Closure Request from Crider & Crider on N. Gates Drive. See meeting packet for details.

Approve Street Closure Request from Crider & Crider on N. Gates Drive (September 14th, 2020 – October 28th, 2020)

Board Comments:

Palazzo made a motion to Approve Street Closure Request from Crider & Crider on N. Gates Drive. Hollingsworth seconded. Motion is passed.

Russell White, Planning and Transportation, presented Approve Change Order #4 for the West Allen Traffic Calming Project. See meeting packet for details.

Approve Change Order #4 for the West Allen Traffic Calming Project

Board Comments: Hollingsworth questioned when the project would be completed. White explained that the project is complete. Wason further explained that it's not uncommon to have Change Orders after the completion of projects.

Hollingsworth made a motion to Approve Change Order #4 for the West Allen Traffic Calming Project. Palazzo seconded. Motion is passed.

Roy Aten, Planning and Transportation, presented Approve Construction Inspection Contract with Shrewsberry & Associates, LLC for Downtown Alleys Repaving Project. See meeting packet for details.

Approve Construction Inspection Contract with Shrewsberry & Associates, LLC for Downtown Alleys Repaving Project

Palazzo made a motion to Approve Construction Inspection Contract with Shrewsberry & Associates, LLC for Downtown Alleys Repaving Project. Hollingsworth seconded. Motion is passed.

Aten presented Award Contract for Downtown Alleys Repaving Project. Sealed Bids were opened during 8/31/2020 BPW Session. Contract awarded to E&B Paving. See meeting packet for details.

Award Contract for Downtown Alleys Repaving Project

Board Comments: Palazzo questioned how the bid compared to what was expected on cost. Aten explained that the difference

between the expected cost and the bid was an increase of 17% because it was hard to estimate the difference in the concrete jobs. Hollingsworth asked the start date of the project. Aten hopes that if approved, it will be before the end of the month.

Cox Deckard asked if the alley apron work would help with accessibility. Aten explained that after completion it would be ADA accessible.

Hollingsworth asked if lighting is included in the project.

Wason explained that lighting is not included in this particular project, but has been done recently in separate projects.

Cox Deckard asked about the MOT and ROW. Aten explained MOT and closures of alleys and sidewalks are included in this approval.

Cox Deckard asked about alternate pathways. Aten explained that walkarounds are included in the contract. Wason commented on the importance of walkarounds and committed to bringing a staff report to the Board on any requests to reduce the number of walkarounds.

Cox Deckard asked when the project would be completed. Aten explained the contract itself is for 120 calendar days, but depending on the progress, may be stalled for the winter. It would hopefully resume by April 2021 and be completed by May 2021.

Cox Deckard asked if the project would interrupt any of the current temporary projects such as the PUDO and Parklets.

Wason commented that there may be slight modifications, but no major impacts.

Palazzo asked about the trash bins in the alley and communication to the restaurant owners. Wason commented that part of the Shrewsbury contract is to coordinate between the businesses and contractors. Wason also spoke of the registration system of the trash carts to help identify who isn't keeping alleys clean

Hollingsworth made a motion to approve Award Contract for Downtown Alleys Repaving Project to E&B Paving. Palazzo seconded. Motion is passed.

Paula McDevitt, Parks and Recreation, presented Approve Extension of Lower Cascades Conversion Pilot Project to June 30, 2021. See meeting packet for details.

Approve Extension of Lower Cascades Conversion Pilot Project to June 30, 2021

Board Comments: Hollingsworth thanked McDevitt for updating them on the motorcycle situation and asked if there was a plan to

prevent motorcyclists from driving through. McDevitt responded that she is looking into the issue with other City staff to come up with a plan.

Cox Deckard asked about the current survey questions and if the parallel survey would have questions that would remove any confusion. McDevitt responded with several examples of questions, but noted that the survey is still in draft form.

Cox Deckard also asked about the plans on marketing the survey, specifically to motorists. McDevitt explained the extensive social media and marketing plan.

Palazzo asked if there is an extension, how the numbers will be impacted by weather. Mallory Rickbeil, Planning and Transportation, responded that some difference is expected with inclement weather, but has noticed more people getting out, especially during the pandemic.

Palazzo noted that she loves the idea of expanding pedestrian/bicycle access routes and is looking forward to seeing the results in June.

Cox Deckard clarified that this is just a continuing study, not a final closure of the road.

Public Comment: Paula Canfield thanked McDevitt for attending the Neighborhood Association meeting. While Canfield appreciates the additional survey, she along with others in her neighborhood feel stuck on game days or other big events held by the City unless they can take Lower Cascades. Canfield doesn't feel like this is the most appropriate time for closure because of the COVID Pandemic

Paul Kern questioned the survey and what kind of data would be considered for re-opening. McDevitt stated that the survey has many questions that have room for comments.

Linda Kern commented on the wording of the survey and feels as if the survey is not being interpreted correctly.

Mark Stosberg commented on the positive outcome of the closure and feels it is less stressful for cyclists without traffic.

Hollingsworth made a motion to Approve Extension of Lower Cascades Conversion Pilot Project to June 30, 2021. Palazzo seconded. Motion is passed.

Adam Wason, Public Works, presented Approve Contract with Hoosier Floor Covering, Inc. dba Carpets Plus Colortile for Installation of Flooring at Fire Department Training and Logistics Center. See meeting packet for details.

Approve Contract with Hoosier Floor Covering, Inc. for Installation of Flooring at Fire Department Training and Logistics Center

Board Comments:

Hollingsworth made a motion to Approve Contract with Hoosier Floor Covering, Inc. dba Carpets Plus Colortile for Installation of Flooring at Fire Department Training and Logistics Center. Palazzo seconded. Motion is passed.

Adam Wason, Public Works, commented about ongoing projects, noting that the Street Division has kept very busy, even during the pandemic. Wason thanked crews of the Street Division. He also stated he appreciates that the Board is able to have conversations on projects in a progressive way. Wason thanked all employees of the Public Works Department.

STAFF REPORTS & OTHER BUSINESS

Hollingsworth made a motion to approve claims in the amount of \$1,169,827.13. Palazzo seconded. Claims are approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 6:32 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: Noise Permits for 2020 Parks Events

Petitioner/Representative: Bloomington Parks and Recreation Department

Staff Representative: Crystal Ritter

Meeting Date: September 15, 2020

Parks and Recreation Department is requesting noise permits for their Concert Performance Series, Movie Series and other special events in 2020. In your packet is a list of all of the events covered under this request.

These are great community events that are free and open to the general public and staff supports the request.

Recommend **Approval by:** Crystal Ritter

City of Bloomington Parks and Recreation Department Request for noise permits for 2020 list of events

Movies in the Parks

Location Varies – 7:00 pm – 11:45 pm

9/18/2020 in Bryan Park

10/2/2020 in Bryan Park

Rain date: 10/3/2020 in Bryan Park

Other Events:

Glow in the Park

Waldron, Hill, and Buskirk Park – 6:00 pm – 11:00 pm

9/19/2020

Dearly Departed Cemetery Tours

Rose Hill Cemetery - 5:00 pm – 10:00 pm

10/16/2020 & 10/17/2020

Trick or Treat Trail Movie

Switchyard Park – 6:00 pm- 10:00 p.m.

10/10/2020

Pumpkin Launch

Monroe County Fairgrounds – 10:00 am – 4:00 pm

10/24/2020

Festival of Ghost Stories

Bryan Park – 6:30 pm – 9:00 pm

10/30/2020

Holiday Market

401 N. Morton St., Showers Plaza – 7:00 am – 5:00 pm

11/28/2020



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Bloomington Parks and Recreation Events for the 2020 Calendar Year		
Location of Event:	Varies- See Attached		
Date of Event:	Varies- See Attached	Time of Event:	Start: Varies- See Attached
Calendar Day of Week:	Varies- See Attached		End: Varies- See Attached
Description of Event:	Concerts, Movies, Community Events, etc. Includes the Taste of Bloomington, The Fourth of July Parade, Bloomington Street Fair, the Performing Arts Series, the Peoples Park Concert Series, etc. See Attached list for full list of events.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Crystal Ritter		
Organization:	City of Bloomington Parks and Recreation	Title:	Community Events Coo
Physical Address:	401 N. Morton St., Suite 250, Bloomington, IN 47402		
Email Address:	ritterc@bloomington.in.gov	Phone Number:	812.349.3725
Signature:		Date:	3/11/2020

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

<hr/> Kyla Cox Deckard, President	<hr/> Beth H. Hollingsworth, Vice-President
<hr/> Date	<hr/> Dana Palazzo, Secretary



Board of Public Works Staff Report

Project/Event: Contract Service Agreement
Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Meeting Date: September 15, 2020

Precision Concrete, Inc., is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located in various locations. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete Services will correct 1,000 trip hazards.

Precision Concrete Cutting **\$ 50,000**

Staff recommends to award a Service Agreement for 2020 to Precision Concrete, Inc.

Recommend **Approval by Joe VanDeventer**

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
PRECISION CONCRETE, INC.**

This Agreement, entered into on this 15th day of September, 2020, by and between the City of Bloomington Department of Public Works (the "Department"), and Precision Concrete, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall perform repair services of the following types: remove trip hazards from uneven sidewalks and other concrete walkways within the City. 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 Thursday, December 31, 2020, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joe Van Deventer, Director of Street Operations, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifty Thousand Dollars (\$50,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article I. The invoice shall be sent to: Joe Van Deventer, 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: Joe Van Deventer, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Precision Concrete, Inc., Attn: Bonnie K Bonkowski, 1896 Goldeneye Drive, Holland, MI 49424.

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

PRECISION CONCRETE, INC.

Philippa M. Guthrie, Corporation Counsel

Bonnie K Bonkowski, 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.

PRECISION CONCRETE, 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
9/11/2020	Payroll				434,580.61
					<u>434,580.61</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 \$ 434,580.61

Dated this 15th day of September 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: 15 September 2020

Report:

14 July 2020 Issued Order to Seal More Than 90 Days
04 August 2020 Resolution Upheld by Board of Public Works
28 August 2020 Issued Order to Vacate
15 September 2020 Request Resolution be upheld by the Board

This property is part of a foreclosure lawsuit initiated by the City. The City has alleged in its foreclosure action that the listed owner of the property fraudulently conveyed the property to himself after the death of the owner. There is also criminal case pending against the listed owner based on the fraudulent conveyance. The pending cases were stalled as a result of the pandemic.

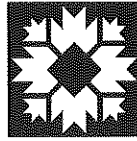
In the meantime, Housing and Neighborhood Development has received numerous complaints regarding the property and unauthorized use. An Order to Seal for More Than 90 Days was sent to start the process to get the property secured. That Resolution was approved on 04 August 2020. Complaints were still received regarding unauthorized persons accessing the property. The complainant were concerned with actions by these persons and the unsafe living conditions of the property. It was determined that an Order to Vacate should be issued as well. In both cases the notice was posted on the structure and sent via 1st class mail to the address.

HAND is requesting the Board uphold the Resolution so that it can move forward with compliance of Title 17.

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



City of Bloomington
Housing and Neighborhood Development

25 August 2020

Frances Robertson and David McDonald
1306 W Kirkwood Ave
Bloomington IN 47404

**UNSAFE BUILDING
ORDER TO VACATE**
Amended 10 September 2020

RE: Structure(s) located at 1306 W Kirkwood Ave, Bloomington, Indiana 47404
Legal description of relevant property: 013-37910-00 Waterman Pt 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 **VACATE THE STRUCTURE(S)** at the above-referenced property within **10 days**, to wit: by 12 midnight local time on **08 September 2020**. (*This Order expires 08 September 2022*)

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

The property shall be vacated by all persons and shall not be occupied until such time that Monroe County Court has determined rightful ownership of the property.

The property shall be maintained in compliance with the Order to Seal issued 14 July 2020

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 VACATE** is being issued as a result of inspection(s) conducted by HAND on 25 August, 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:

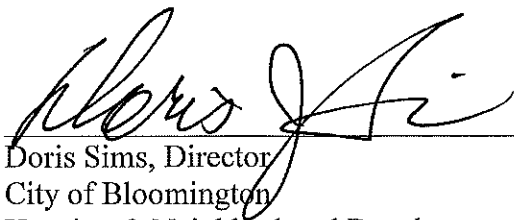
The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on 15 September 2020**. The hearing will take place during the virtual meet held on Tuesday 15 September 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.



Doris Sims, Director
City of Bloomington
Housing & Neighborhood Development (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402

9/10/2020
Date

1306 W Kirkwood Ave
25 August 2020













Supplement Facts
Serving Size 1 Scoop (22 g)
Amount Per Scoop
% Daily Value
Total Weight 22.0g
Vitamin D3 100 IU
L-Asparagine 100 mg
L-Arginine 100 mg
L-Glutamine 100 mg
L-Proline 100 mg
L-Tyrosine 100 mg
L-Histidine 100 mg
L-Valine 100 mg
L-Isoleucine 100 mg
L-Leucine 100 mg
L-Phenylalanine 100 mg
L-Serine 100 mg
L-Threonine 100 mg
L-Tryptophan 100 mg
L-Methionine 100 mg
L-Cysteine 100 mg
L-Glycine 100 mg
L-Alanine 100 mg
L-Valine 100 mg
L-Isoleucine 100 mg
L-Leucine 100 mg
L-Phenylalanine 100 mg
L-Serine 100 mg
L-Threonine 100 mg
L-Tryptophan 100 mg
L-Methionine 100 mg
L-Cysteine 100 mg
L-Glycine 100 mg
L-Alanine 100 mg

SOBRE
American History
GOLDEN AGE
LIVING IN A HISTORICAL MANSION

STIG

07/28/15
07/21/15
07/28/15
REORDER 5

0204000000000

BIGFOOT F

REGULAR
SIMPLY GREAT COFFEE
CIRCLES

HOMELESS
ANYTHING
HELPS!

②
GOD
BLESS!

BILL
CARLY
STILLHOTT
LOVE
Bill

MINNESOTA

Firm Support



ys





BOARD OF PUBLIC WORKS
RESOLUTION 2020-47
Unsafe Order for 1306 West Kirkwood Avenue, Bloomington, Indiana

WHEREAS, the City of Bloomington Housing and Neighborhood Development (HAND) has issued an **Order To Vacate** the property located at 1306 West Kirkwood Avenue, 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 September 15, 2020.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Public Works now

- Affirms the Order issued by HAND on August 28, 2020.
- Rescinds the Order issued by HAND on August 28, 2020.
- Modifies the Order issued by HAND on August 28, 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 15^h day of September, 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: Renewal of Agreement with Republic Services for Municipal Solid Waste and Recycling Processing Services

Petitioner/Representative: Department of Public Works – Sanitation Division

Staff Representative: Adam Wason, Public Works Director

Date: 9/15/2020

Report: The City of Bloomington Department of Public Works would like to utilize the extension option that is contained in the current agreement with Republic Services to provide municipal solid waste and single-stream recycling processing services. The current agreement in place with Republic Services terminates on December 31, 2021.

This proposed agreement renewal is an extension of 2 additional years, with the term beginning on January 1, 2022 and terminating on December 31, 2023. The only change from the current agreement is a one time, 3% increase in the single-stream recycling processing fee that would take effect on January 1, 2022. In all other respects, the agreement shall remain in effect as originally written. Included for reference is the current agreement in place with Republic Services that was approved by the Board of Public Works in October 2018.

The City is requesting that the Board of Public Works approve a 2 year extension to the current agreement with Republic Services to provide municipal solid waste and single-stream recycling processing services. Key points to this agreement extension include the following:

- Contains a 3-year contract renewal option.
- An evaluation of recycling pricing, based on the Midwest commodities market, will be conducted every 90-days by Republic Services to determine if recycling processing fees can be reduced.
- Single-stream recycling processing fee of \$27.19 per ton will apply for year one and two with no Consumer Price Index (CPI) based increases.
- Municipal Solid Waste (MSW) disposal and landfill rate for year one will be \$43.00 per ton; a potential year two increase will not exceed 3% of CPI.
- Monthly tonnage reports will be available for single-stream recycling collected and processed at Republic Services' 96th Street Transfer Station in Indianapolis;

these tonnage reports will also be available for the MSW disposed of at the local Republic Services Transfer Station in Monroe County as well.

Recommend **Approval** **Denial by:** Adam Wason

**PROJECT NAME: Disposal of Municipal Solid Waste and Single-Stream Recycling
Collected by the City**

**AGREEMENT FOR DISPOSAL SERVICES OF MUNICIPAL SOLID WASTE AND
SINGLE-STREAM RECYCLING**

This Agreement, entered into on this 16th day of October, 2018, by and between the City of Bloomington Public Works Department through the Board of Public Works (hereinafter referred to as "Department"), and Republic Services, (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to retain Contractor's services for disposal of the municipal solid waste and recycling collected by the City's Sanitation Division of the Public Works Department; and

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

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

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

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

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

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the Public Works Sanitation Division Director or her or his designee(s).

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

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

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

A. Representative

The Department hereby designates Adam Wason, Director of the Public Works Department or his or her designee(s), ("Wason"), to serve as the Department's representative for the project. Wason shall have the authority to transmit instructions, receive information, interpret and define the Department's requirements and make decisions with respect to the Services.

B. Decisions

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

Article 4. Term of Agreement:

Initial Term: This Agreement shall begin on January 1, 2019, and terminate on December 31, 2021, provided neither party gives written notice to the other of its intent to terminate this Agreement as set forth in this Agreement.

Renewal Term: Following the Initial Term, the Department has the option, in its sole and absolute discretion, to renew this Agreement for an additional three (3) years, provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration the Initial Term. The Renewal Term, if entered, would begin on January 1, 2022, and end on December 31, 2024. The Department or its designee(s) will notify Contractor of its intention to exercise the option to renew this Agreement at least ninety (90) days prior to the end of the Initial Term.

Article 5. Compensation: Upon submittal of approved claims, the Department shall compensate Contractor as set forth in Exhibit B – Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid under this Agreement for the first year of the Initial Term, including fees and expenses, shall not exceed the amount of Four Hundred Five Thousand, Nine Hundred Seventy-Two Dollars (\$405,972.00). The compensation sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made for the services completed only.

The total compensation paid under this Agreement for the second and third years of the Initial Term, including fees and expenses, shall be determined respectively based upon the Consumer Price Index (CPI) for the previous year. At no time shall compensation for either year increase by more than Three Percent (3%) CPI.

In accordance with Indiana Code § 5-22-17-4, an agreement that contains a provision for escalation of the price of the agreement may be renewed if the price escalation is computed using a commonly accepted index named in the agreement. Total compensation paid under this Agreement for the Renewal Term, if entered, shall be provided in an Addendum to this Agreement.

The Department and Contractor acknowledge and agree that a quarterly evaluation of recycling pricing based upon the Midwest market shall be conducted throughout the term of this Agreement. The Department and Contractor further agree that the compensation paid to Contractor for processing single-stream recycling shall be decreased in the following quarter by an amount equivalent to the decrease demonstrated by the quarterly evaluations. In no instance shall the amount of compensation paid to Contractor for processing single-stream recycling increase as a result of said evaluations.

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

A. Timing and Format for Billing:

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

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

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

B. Billing Records:

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

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

Article 7. Schedule: Contractor shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 8. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

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

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

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

Article 11. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 20. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Department of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor shall comply with the City's Living Wage Ordinance throughout the term of this Agreement.

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

Department:

City of Bloomington
Public Works Department
Attn: Adam Wason, Director
410 N. Morton Street, Suite 120
Bloomington, Indiana 47404

Contractor:

Republic Services
Attn: Kenny DePasse
6660 S. Old State Road 37
Bloomington, IN 47401

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

Article 22. Intent to be Bound: The Department and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

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

Article 24. Verification of New Employee' Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the Department obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Department shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that

the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) day period, the Department shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Department may allow the Agreement to remain in effect until the Department procures a new Contractor. If the Department terminates the Agreement, the Contractor or its subcontractor is liable to the Department for actual damages.

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

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

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

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

This Agreement may be modified only by a written amendment signed by both parties hereto.

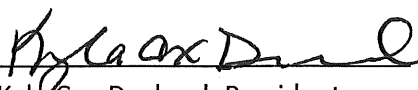
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

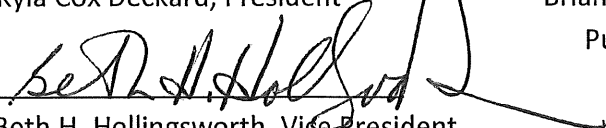
Contractor

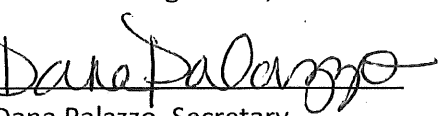
City of Bloomington
Department of Public Works

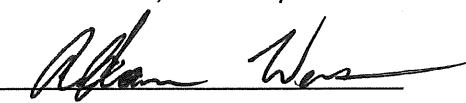
Republic Services

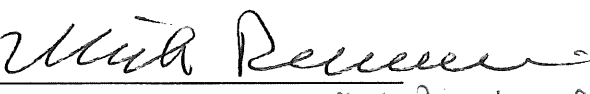
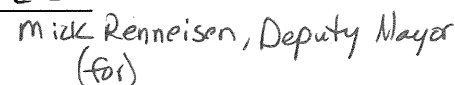
By: 
Kyla Cox Deckard, President


Brian Short, Director of Operations for
Public Services

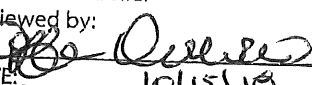
By: 
Beth H. Hollingsworth, Vice President

By: 
Dana Palazzo, Secretary

By: 
Adam Wason, Director
Public Works Department

By: 
John Hamilton, Mayor 
Mick Renneisen, Deputy Mayor
(for)

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 10.15.18

CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 10/15/18
FUND/ACCT: 730-16-395

**EXHIBIT A
SCOPE OF SERVICES**

Contractor shall perform all services as provided below:

MUNICIPAL SOLID WASTE:

1. Dispose of Municipal Solid Waste for the First Year of the Initial Term of this Agreement at the rate of \$43.00 per ton;
2. Dispose of Municipal Solid Waste for the Second Year and the Third Year of the Initial Term of this Agreement at a rate not to exceed Three Percent (3%) CPI, respectively;
3. Dispose of Municipal Solid Waste for the First Renewal Term of this Agreement, if entered, at the rate of ---;
4. Dispose of Municipal Solid Waste for the Second (and final) Renewal Term of this Agreement, if entered, at the rate of ---; and
5. Provide the Department with monthly tonnage reports regarding the Municipal Solid Waste disposed of at Hoosier Disposal Transfer Station.

SINGLE-STREAM RECYCLING:

6. Dispose of Single-Stream Recycling Materials collected by the City at a Processing Fee of \$26.40 per ton for all three (3) years of the Initial Term of this Agreement, unless this Processing Fee is reduced one (1) or more times as a result of a ninety (90) day evaluation of recycling pricing based on the Midwest market, as provided in this Agreement;
7. Provide the Department with Monthly tonnage reports for single-stream recycling tons processed at the 96th Street Transfer Station;

EXHIBIT B
SCHEDULE OF COMPENSATION

The total compensation for the first year of the Initial Term of this Agreement, from January 1, 2019, to December 31, 2019, including any and all fees and expenses, shall not exceed the amount of Four Hundred Five Thousand, Nine Hundred Seventy-Two Dollars (\$405,972.00).

Compensation paid for the second year of the Initial Term of this Agreement, from January 1, 2020, through December 31, 2020, shall not exceed a three percent (3%) CPI increase over the total compensation paid for the first year of the Initial Term of this Agreement.

Compensation paid for the third and final year of the Initial Term of this Agreement, from January 1, 2021 through December 31, 2021, shall not exceed a three percent (3%) CPI increase over the total compensation paid for the second year of the Initial Term of this Agreement.

This Agreement may be renewed for calendar years 2022 through 2024. Total compensation paid during the Renewal Term, if entered, will be provided for by an Addendum to this Agreement.

**EXHIBIT C
SCHEDULE**

Contractor shall begin providing services on January 1, 2019, in accordance with the conditions stated in this Agreement and shall continue providing such services through December 31, 2021, (the Initial Term) unless terminated before in accordance with the conditions contained in this Agreement.

This Agreement may be renewed for calendar years 2022 through 2024, as provided in this Agreement.

EXHIBIT D
PRINCIPAL PERSONNEL

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

Position / Responsibility

Name

Director of Operations for Public Services
Governmental Affairs

Brian Short
Kenny DePasse

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF Vigo)

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

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

Kenny DePasse Muni. manager
Printed Name, Title

STATE OF INDIANA)
) SS:
COUNTY OF Vigo)

Before me, a Notary Public in and for said County and State, personally appeared Kenny DePasse and acknowledged the execution of the foregoing this 18th day of December, 2018.

Autumn Crnic
Notary Public
Autumn Crnic
Printed name

My Commission Expires: 7/9/26
County of Residence: Vigo

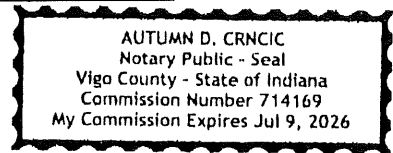


EXHIBIT F
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF Vigo)

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 16 day of December, 2018.

Republic services
(Name of Organization)

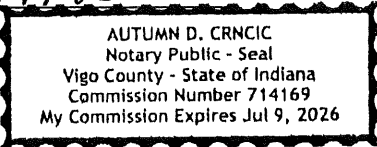
By: Kenny DePasse Munimanager
Printed Name, Title

STATE OF INDIANA)
) SS:
COUNTY OF Vigo)

Subscribed and sworn to before me this 18th day of December, 2018

Autumn Cmaic
Notary Public
Autumn Cmaic
Printed name

My Commission Expires: 7/9/26
County of Residence: Vigo





September 28, 2018

Adam Wason, Public Works Director
City of Bloomington
401 N Morton Street
Bloomington, Indiana

Adam,
Please accept the following:

1. Cost per ton to process municipal solid waste delivered to the Hoosier Disposal Transfer Station located at 6660 S State Road 37, Bloomington, IN

Year 1:	\$43.00 per ton
Year 2:	\$44.28 per ton
Year 3:	\$45.61 per ton

2. Cost to process municipal single-stream recycling delivered to the Hoosier Disposal Transfer Station located at 6660 S State Road 37, Bloomington, IN

Year 1:	\$26.40 per ton
Year 2:	\$26.40 per ton
Year 3:	\$26.40 per ton

Please feel free to contact me with any questions. We look forward to continuing our relationship with the City of Bloomington.

Best regards,

Kenny



September 11, 2020

Adam Wason, Public Works Director
City of Bloomington
401 N Morton Street
Bloomington, Indiana 47402

Adam,

Per our conversation, the extension will take effect January 1st, 2022. The only change from the current agreement is a one-time 3% increase in the single-stream rate, that would take effect January 1st, 2022.

Thanks for all your help; let me know if you need anything.

Best Regards,

A handwritten signature in black ink, appearing to read "Kenny Depasse".

Kenny Depasse

**RENEWAL #1 TO DISPOSAL OF MUNICIPAL SOLID WASTE AND
SINGLE-STREAM RECYCLING COLLECTED BY THE CITY**
between the
CITY OF BLOOMINGTON
and
REPUBLIC SERVICES

On October 16, 2018, the Board of Public Works awarded the Agreement for Disposal Services of Municipal Solid Waste and Single-Stream Recycling to Republic Services. The Initial Term of this Agreement began on January 1, 2019, with a termination date of December 31, 2021. This Renewal #1 supplements that Agreement, as follows:

1. **Article 4. Term of Agreement** states that the Agreement may be renewed for an additional three (3) years, provided neither party gives written notice of its intent not to renew this Agreement.
2. Republic Services and the City of Bloomington wish to renew this Agreement for an additional two (2) years. This Renewal Term shall begin on January 1, 2022, and terminate on December 31, 2023.
3. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Renewal #1 to be executed the day and year last written below:

CITY OF BLOOMINGTON

REPUBLIC SERVICES

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

By: _____
Kenny DePasse, Munimanager
Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____



Board of Public Works Claim Register

Invoice Date Range 08/31/20 - 09/18/20

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-envelopes, pens		09/18/2020	56.46
	Account 52110 - Office Supplies Totals		Invoice 1	\$56.46
			Transactions	
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01-trash can liners-8/20/20		09/18/2020	252.70
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/kitten food-7/31/20		09/18/2020	440.28
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/puppy/kitten food-8/28/20		09/18/2020	742.24
4633 - Midwest Veterinary Supply, INC	01-cough tabs, antibiotics, vinyl exam gloves-8/20/20		09/18/2020	229.78
4633 - Midwest Veterinary Supply, INC	01-antibiotics-Tobramycin Ophth Sol-8/20/20		09/18/2020	33.12
4633 - Midwest Veterinary Supply, INC	01-rabbit food-Timothy Hay-8/17/20		09/18/2020	73.08
4633 - Midwest Veterinary Supply, INC	01-antibiotics, disinfectant, insulin-8/17/20		09/18/2020	141.71
4633 - Midwest Veterinary Supply, INC	01-milk replacer-8/17/20		09/18/2020	64.68
4633 - Midwest Veterinary Supply, INC	01-pain relief-topical pain relief spray-8/17/20		09/18/2020	51.92
4633 - Midwest Veterinary Supply, INC	01-disinfectant-8/14/20		09/18/2020	35.60
4633 - Midwest Veterinary Supply, INC	01-disinfectant bulk-Rescue concentrate 55 gal-8/17/20		09/18/2020	1,474.34
4137 - Patterson Veterinary Supply, INC	01-Trazodone, Gastrafate Canine-9/1/20		09/18/2020	72.85
4666 - Zoetis, INC	01-antibiotics-Diroban-FDC, Clavamox drops-8/21/20		09/18/2020	759.00



Board of Public Works Claim Register

Invoice Date Range 08/31/20 - 09/18/20

4666 - Zoetis, INC

01-antibiotics-Convenia 10 ML-8/24/20 09/18/2020 243.26

Account **52210 - Institutional Supplies** Totals Invoice 14
Transactions \$4,614.56

Account 53130 - Medical

3376 - Bloomington Pets Alive, INC

01-spay/neuter surgeries-8/19-8/28/20 09/18/2020 1,971.00

54639 - Shake Veterinary Services, INC (Town & Country Vet

01-x-ray, bloodwork, spay/neuter-9/1/20 09/18/2020 450.90

54639 - Shake Veterinary Services, INC (Town & Country Vet

01-spay/neuter surgeries-8/25/20 09/18/2020 365.00

Account **53130 - Medical** Totals Invoice 3
Transactions \$2,786.90

Account 53160 - Instruction

7458 - People Incorporated

01-De-Escalation Training for Virgil @ ACC 09/18/2020 30.00

Account **53160 - Instruction** Totals Invoice 1
Transactions \$30.00

Account 53220 - Postage

4487 - PMB East, INC (PakMail)

01-BOH shipping-8/31/20 09/18/2020 13.30

4487 - PMB East, INC (PakMail)

01-BOH shipping-8/25/20 09/18/2020 13.30

4487 - PMB East, INC (PakMail)

01-BOH shipping-8/26/20 09/18/2020 28.30

Account **53220 - Postage** Totals Invoice 3
Transactions \$54.90

Account 53540 - Natural Gas

6769 - EDF, INC (EDF Energy Services)

06-City Fac.-Natural Gas Commodity-July 2020 management fee 09/02/2020 443.92

Account **53540 - Natural Gas** Totals Invoice 1
Transactions \$443.92

Account 53990 - Other Services and Charges

4045 - Datamars, INC

01-microchip registrations (1)-9/1/20 09/18/2020 9.99

Account **53990 - Other Services and Charges** Totals Invoice 1
Transactions \$9.99



Board of Public Works Claim Register

Invoice Date Range 08/31/20 - 09/18/20

		Program 010000 - Main Totals	Invoice 24 Transactions	\$7,996.73
 Program 010001 - Donations Over \$5K				
Account 53130 - Medical				
6529 - BloomingPaws, LLC	01-heartworm exam-8/24/20		09/18/2020	73.08
6529 - BloomingPaws, LLC	01-heartworm exam-8/28/20		09/18/2020	34.61
		Account 53130 - Medical Totals	Invoice 2 Transactions	\$107.69
		Program 010001 - Donations Over \$5K Totals	Invoice 2 Transactions	\$107.69
		Department 01 - Animal Shelter Totals	Invoice 26 Transactions	\$8,104.42
 Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-surface-10th Street-824.92 tons-8/4-8/6/20	BC 2020-13	09/18/2020	3,864.61
		Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 1 Transactions	\$3,864.61
 Account 53210 - Telephone				
1079 - AT&T	02-Radio circuits-phone charges 7/29-8/28/20		09/10/2020	180.64
		Account 53210 - Telephone Totals	Invoice 1 Transactions	\$180.64
		Program 020000 - Main Totals	Invoice 2 Transactions	\$4,045.25
		Department 02 - Public Works Totals	Invoice 2 Transactions	\$4,045.25
 Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 53170 - Mgt. Fee, Consultants, and Workshops				



Board of Public Works Claim Register

Invoice Date Range 08/31/20 - 09/18/20

3560 - First Financial Bank / Credit Cards	04 - Registration for Chamber Speaker Series	09/18/2020	10.00
7214 - Pale Blue Dot, LLC	04 - Climate Vulnerability Assessment	09/18/2020	8,178.25
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 2 Transactions	<hr/> \$8,188.25
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	04 - 2020 HootSuite Monthly Subscription (ESD)	09/18/2020	5.99
7082 - ICLEI-Local Governments for Sustainability USA INC	04 - Annual Membership 10-01-2020 to 09-30-2021	09/18/2020	1,200.00
Account 53910 - Dues and Subscriptions Totals		Invoice 2 Transactions	<hr/> \$1,205.99
Account 53970 - Mayor's Promotion of Business			
6714 - Dimension Mill, INC	04 - 2020 Crossroads Sponsorship	09/18/2020	1,000.00
Account 53970 - Mayor's Promotion of Business Totals		Invoice 1 Transactions	<hr/> \$1,000.00
Program 040000 - Main Totals		Invoice 5 Transactions	<hr/> \$10,394.24
Department 04 - Economic & Sustainable Dev Totals		Invoice 5 Transactions	<hr/> \$10,394.24
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53170 - Mgt. Fee, Consultants, and Workshops			
5648 - Reedy Financial Group, PC	06- Financial Services - TIF	09/18/2020	6,620.83
5648 - Reedy Financial Group, PC	06- Financial Services - TIF	09/18/2020	3,567.50
5648 - Reedy Financial Group, PC	06- Financial Services - TIF	09/18/2020	9,320.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 3 Transactions	<hr/> \$19,508.33
Account 53990 - Other Services and Charges			
910 - BKD, LLP	06 Financial Consulting	09/18/2020	28,600.00



Board of Public Works Claim Register

Invoice Date Range 08/31/20 - 09/18/20

5648 - Reedy Financial Group, PC	06- Financial Services - Financial Planning Prep	09/18/2020	10,217.49
5648 - Reedy Financial Group, PC	06- Financial Services for Financial Plan Prep.	09/18/2020	9,080.89
5648 - Reedy Financial Group, PC	06- Financial Services for Financial Plan Prep.	09/18/2020	8,572.49
5444 - Tyler Technologies, INC	06-Energov Community Development Software	09/18/2020	2,493.75
	Account 53990 - Other Services and Charges Totals	Invoice 5 Transactions	<hr/> \$58,964.62
	Program 060000 - Main Totals	Invoice 8 Transactions	<hr/> \$78,472.95
	Department 06 - Controller's Office Totals	Invoice 8 Transactions	<hr/> \$78,472.95
Department 09 - CFRD			
Program 090000 - Main			
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	09-Crossroads National-Intro to Antibias Antiracism Training	09/18/2020	75.00
	Account 53160 - Instruction Totals	Invoice 1 Transactions	<hr/> \$75.00
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	09-USPS - ship Be More Awards-7/31/20	09/18/2020	30.10
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	<hr/> \$30.10
	Program 090000 - Main Totals	Invoice 2 Transactions	<hr/> \$105.10
	Department 09 - CFRD Totals	Invoice 2 Transactions	<hr/> \$105.10
Department 10 - Legal			
Program 100000 - Main			
Account 53120 - Special Legal Services			
3560 - First Financial Bank / Credit Cards	10-Waiver-Joseph Christine, LLC (Bomba)-8/11/20-Inc. proc fee	09/18/2020	28.50



Board of Public Works Claim Register

Invoice Date Range 08/31/20 - 09/18/20

3560 - First Financial Bank / Credit Cards	10-waivers-Weider/Baugh & Robinson-8/13/20-inc. proc fee	09/18/2020	53.50
3560 - First Financial Bank / Credit Cards	10-waiver ass't-8/25/20-inc. proc fee	09/18/2020	28.50
3560 - First Financial Bank / Credit Cards	10-medical records copy fee So Ind Surgery-7/8/20	09/18/2020	20.75
Account 53120 - Special Legal Services Totals		Invoice 4 Transactions	\$131.25
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	10 credit for refund on seminar of fire discipline-Lloyd	09/18/2020	(151.00)
3560 - First Financial Bank / Credit Cards	10 credit for refund on seminar of fire discipline-Wheeler	09/18/2020	(151.00)
Account 53160 - Instruction Totals		Invoice 2 Transactions	(\$302.00)
Account 53220 - Postage			
3560 - First Financial Bank / Credit Cards	10-D. Dixon case-postage-mailed from Blgtn PO-7/20/20	09/18/2020	22.78
Account 53220 - Postage Totals		Invoice 1 Transactions	\$22.78
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	10-Annual IN Attorney Registration-8 attorneys	09/18/2020	1,440.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1 Transactions	\$1,440.00
Program 100000 - Main Totals		Invoice 8 Transactions	\$1,292.03
Program 101000 - Human Rights			
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	10- webinar drafting easements-Wheeler	09/18/2020	149.00
Account 53160 - Instruction Totals		Invoice 1 Transactions	\$149.00
Program 101000 - Human Rights Totals		Invoice 1 Transactions	\$149.00
Department 10 - Legal Totals		Invoice 9 Transactions	\$1,441.03



Board of Public Works Claim Register

Invoice Date Range 08/31/20 - 09/18/20

Department 11 - Mayor's Office

Program 110000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	11-paper, paper towels	09/18/2020	63.89
	Account 52110 - Office Supplies Totals	Invoice 1	<u>\$63.89</u>
		Transactions	

Account 52420 - Other Supplies

1096 - Thomas M Renneisen	11-reimbursement for lunch (Fire negotiations #4)	09/18/2020	67.40
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$67.40</u>
		Transactions	

Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards	11-Mary Catherine registration for ICMA engagement program	09/18/2020	199.00
	Account 53160 - Instruction Totals	Invoice 1	<u>\$199.00</u>
		Transactions	

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	11-Mary Catherine's membership for ICMA	09/18/2020	292.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	<u>\$292.00</u>
		Transactions	
	Program 110000 - Main Totals	Invoice 4	<u>\$622.29</u>
		Transactions	
	Department 11 - Mayor's Office Totals	Invoice 4	<u>\$622.29</u>
		Transactions	

Department 12 - Human Resources

Program 120000 - Main

Account 53320 - Advertising

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12 Job Ads Invoice 83120	09/18/2020	549.51
	Account 53320 - Advertising Totals	Invoice 1	<u>\$549.51</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 08/31/20 - 09/18/20

		Program 120000 - Main Totals	Invoice 1	\$549.51
			Transactions	
		Department 12 - Human Resources Totals	Invoice 1	\$549.51
			Transactions	
Department 13 - Planning				
Program 130000 - Main				
Account 52420 - Other Supplies				
5819 - Synchrony Bank	13-Otterbox cases for (7) P&T staff		09/18/2020	314.72
		Account 52420 - Other Supplies Totals	Invoice 1	\$314.72
			Transactions	
Account 53320 - Advertising				
3560 - First Financial Bank / Credit Cards	13-APWA (45-day) Job Post_Project Engineer position		09/18/2020	325.00
3560 - First Financial Bank / Credit Cards	13 - Reimbursement_ITE_Project Engineer job posting		09/18/2020	295.00
3560 - First Financial Bank / Credit Cards	13 - Reimbursement_NSBE_Project Engineer job posting		09/18/2020	350.00
		Account 53320 - Advertising Totals	Invoice 3	\$970.00
			Transactions	
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	13-Assoc. of Ped & Bike Professionals_membership renewal (Mal)		09/18/2020	50.00
3560 - First Financial Bank / Credit Cards	13-State-Required Continuing Ed. for Notaries (Carmen)		09/18/2020	50.00
		Account 53910 - Dues and Subscriptions Totals	Invoice 2	\$100.00
			Transactions	
Account 54310 - Improvements Other Than Building				
1959 - Clark Dietz INC	13-Kirkwood Ave Maintenance-serv. 6/27-7/31/20	BC 2020-27	09/18/2020	940.50
		Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$940.50
			Transactions	
		Program 130000 - Main Totals	Invoice 7	\$2,325.22
			Transactions	
		Department 13 - Planning Totals	Invoice 7	\$2,325.22
			Transactions	



Board of Public Works Claim Register

Invoice Date Range 08/31/20 - 09/18/20

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

177 - Indiana Oxygen Company, INC	19-Small Acetylene & Small HP	09/18/2020	36.52
394 - Kleindorfer Hardware & Variety	19-Spray bottle for Facilities Maintenance	09/18/2020	6.29
394 - Kleindorfer Hardware & Variety	19-2 safety glasses for Facilities Maintenance	09/18/2020	8.98
394 - Kleindorfer Hardware & Variety	19-Paint mixer & mineral spirits for Facilities Maintenance	09/18/2020	16.48
394 - Kleindorfer Hardware & Variety	19-Wire brushes for Facilities Maintenance	09/18/2020	23.95
394 - Kleindorfer Hardware & Variety	19-2 bx nitrile gloves for Facilities Maintenance	09/18/2020	45.98
394 - Kleindorfer Hardware & Variety	19-roller covers, fabric mini roller safety glasses, chip brush	09/18/2020	82.55
53005 - Menards, INC	19-fill valve. flappers for facilities maintenance	09/18/2020	28.11
53005 - Menards, INC	19-gloves, compound & painting supplies-facilities maintenance	09/18/2020	49.30
53005 - Menards, INC	19-Gorilla Super Glue Gel	09/18/2020	5.97
53005 - Menards, INC	19-Construction Adhesive and Adhesive Spreader	09/18/2020	24.95
53005 - Menards, INC	19 -Repair parts	09/18/2020	35.89
Account 52310 - Building Materials and Supplies Totals		Invoice 12 Transactions	<u>\$364.97</u>

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - August 2020	09/10/2020	702.21
Account 53530 - Water and Sewer Totals		Invoice 1 Transactions	<u>\$702.21</u>

Account **53610 - Building Repairs**

6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for July difference paid 18754.sb 18854.	BC 2020-05 09/18/2020	100.00
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Board of Public Works Claim Register

Invoice Date Range 08/31/20 - 09/18/20

6688 - SSW Enterprises, LLC (Office Pride)

19-Cleaning Services for PW Facilities for August BC 2020-05 09/18/2020 17,950.12

Account **53610 - Building Repairs** Totals Invoice 2 \$18,050.12

Transactions

Program **190000 - Main** Totals Invoice 15 \$19,117.30

Transactions

Department **19 - Facilities Maintenance** Totals Invoice 15 \$19,117.30

Transactions

Department **28 - ITS**

Program **280000 - Main**

Account **52420 - Other Supplies**

5819 - Synchrony Bank

28-Network, Cabling Tools/Supp-drill, bit set, CAT6 connectors 09/18/2020 188.56

5819 - Synchrony Bank

28-Network, Cabling Tools/Supp-truCABLE CAT6 riser (CMR) 09/18/2020 146.99

Account **52420 - Other Supplies** Totals Invoice 2 \$335.55

Transactions

Account **53160 - Instruction**

8315 - Indiana Geographic Information Council, INC

28 - 2020 Virtual Conference Registration - GIS Team 09/18/2020 300.00

Account **53160 - Instruction** Totals Invoice 1 \$300.00

Transactions

Account **53170 - Mgt. Fee, Consultants, and Workshops**

5534 - Presidio Holdings, INC

28-Physical Sec. field services-hourly-8/28/20 09/18/2020 708.75

6348 - SwovaTech, INC

25-Esri -Facility Web Viewer 4/15-8/5/20 09/18/2020 8,905.00

Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals Invoice 2 \$9,613.75

Transactions

Account **53210 - Telephone**

1079 - AT&T

28-phone chares 7/20-8/19/20-#812 339-2261 261 1 09/02/2020 5,766.11

Account **53210 - Telephone** Totals Invoice 1 \$5,766.11

Transactions

Account **53640 - Hardware and Software Maintenance**



Board of Public Works Claim Register

Invoice Date Range 08/31/20 - 09/18/20

53442 - Paragon Micro, INC	28 - RAM for ArcGIS Server	09/18/2020	88.99
3989 - Ricoh USA, INC	28-copier maintenance-CH/off site fac.--7/17-8/16/20	09/18/2020	1,580.48
8750 - Service Express, INC	28-Server Maintenance-10/1-12/31/20-ITS portion	09/18/2020	2,868.00

Account 53640 - Hardware and Software Maintenance Totals	Invoice 3	\$4,537.47
	Transactions	

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	28 - Google Application Programming Interfaces - July 2020	09/18/2020	62.14
3560 - First Financial Bank / Credit Cards	28 - Zoom - 4 Additional Host Licenses	09/18/2020	633.11
3560 - First Financial Bank / Credit Cards	28 - Zoom Webinar - August 2020	09/18/2020	135.48
3560 - First Financial Bank / Credit Cards	28 - Zoom - Monthly Cloud Recording 100GB - August 2020	09/18/2020	40.00
3560 - First Financial Bank / Credit Cards	28 - Google Application Programming Interfaces - August 2020	09/18/2020	66.67
5534 - Presidio Holdings, INC	28 - Annual Firewall Renewals-10/24/20-10/24/21	09/18/2020	13,466.13
5786 - Promevo, LLC	28 - Google Drive Storage Subscription 50GB - August 2020	09/18/2020	105.00

Account 53910 - Dues and Subscriptions Totals	Invoice 7	\$14,508.53
	Transactions	

Program 280000 - Main Totals	Invoice 16	\$35,061.41
	Transactions	

Department 28 - ITS Totals	Invoice 16	\$35,061.41
	Transactions	

Fund 101 - General Fund (S0101) Totals	Invoice 95	\$160,238.72
	Transactions	

Fund 270 - CC Jack Hopkins NR17-42 (S0011)

Department 05 - Common Council

Program 050000 - Main

Account 53960 - Grants

242 - Amethyst House, INC	15-JH20-new countertop-Mens House-215 N Rogers	09/18/2020	9,493.50
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47 - Community Kitchen Of Monroe County, INC

15-JH20-battery/charger/decking	09/18/2020	8,113.00
Account 53960 - Grants Totals	Invoice 2	<u>\$17,606.50</u>
	Transactions	
Program 050000 - Main Totals	Invoice 2	<u>\$17,606.50</u>
	Transactions	
Department 05 - Common Council Totals	Invoice 2	<u>\$17,606.50</u>
	Transactions	
Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	Invoice 2	<u>\$17,606.50</u>
	Transactions	

Fund **312 - Community Services**

Department **09 - CFRD**

Program **090018 - CBVN**

Account **53170 - Mgt. Fee, Consultants, and Workshops**

4440 - Points of Light Foundation	09-CBVN POL 2021 Network fees 10-1-20 to 9-30-21	09/18/2020	125.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1	<u>\$125.00</u>
		Transactions	

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	09-CBVN PicMonkey--Annual Pro Subscription-graphics editing	09/18/2020	72.00
3560 - First Financial Bank / Credit Cards	09-PicMonkey-Annual Pro Subscription-graphics editing	09/18/2020	48.00
	Account 53990 - Other Services and Charges Totals	Invoice 2	<u>\$120.00</u>
		Transactions	
	Program 090018 - CBVN Totals	Invoice 3	<u>\$245.00</u>
		Transactions	
	Department 09 - CFRD Totals	Invoice 3	<u>\$245.00</u>
		Transactions	
	Fund 312 - Community Services Totals	Invoice 3	<u>\$245.00</u>
		Transactions	

Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**



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Account 53640 - Hardware and Software Maintenance

13482 - Northern Lights Locating & Inspection, INC

25 - Line Location Services - August 2020-incl chgs over allowan	09/18/2020	5,334.00
Account 53640 - Hardware and Software Maintenance Totals	Invoice 1 Transactions	<u>\$5,334.00</u>
Program 254000 - Infrastructure Totals	Invoice 1 Transactions	<u>\$5,334.00</u>
Department 25 - Telecommunications Totals	Invoice 1 Transactions	<u>\$5,334.00</u>
Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 1 Transactions	<u>\$5,334.00</u>

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 7/23-8/21/20	09/02/2020	44.82
223 - Duke Energy	02-821 W. 6th Street-Crosswalk-elec. chgs 7/23-8/21/20	BC 2018-58 09/02/2020	10.86
223 - Duke Energy	02-Various locations-street lght chgs. 7/28-8/26/20	BC 2018-03 09/02/2020	24.73
223 - Duke Energy	02-Alley Activation Project-elec. chgs 7/28-8/26/20	BC 2019-68 09/02/2020	19.30
223 - Duke Energy	02-3rd & Westplex-equip & electric chgs-7/23-8/21/20	BC 2019-69 09/02/2020	16.39
223 - Duke Energy	02-3rd/5th/Adams traffic signal-elec chgs 8/10-8/21/20-1st bill	09/02/2020	12.98
223 - Duke Energy	02-Countryside & Sunflower-street light chgs-7/28-8/26/20	BC 2018-101 09/02/2020	3.73
223 - Duke Energy	02-420 W. 4th-Crosswalk-electric bill-7/27-8/25/20	09/02/2020	10.86
223 - Duke Energy	02-912 S. Walnut-Crosswalk-electric bill-7/27-8/25/20	09/02/2020	10.86
Account 53520 - Street Lights / Traffic Signals Totals		Invoice 9 Transactions	<u>\$154.53</u>
Program 200000 - Main Totals		Invoice 9 Transactions	<u>\$154.53</u>



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		Department 20 - Street Totals	Invoice 9	\$154.53
			Transactions	
		Fund 450 - Local Road and Street(S0706) Totals	Invoice 9	\$154.53
			Transactions	
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52420 - Other Supplies				
313 - Fastenal Company	20-safety supplies-earplugs, gloves-8/19/20		09/18/2020	22.83
		Account 52420 - Other Supplies Totals	Invoice 1	\$22.83
			Transactions	
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-July 2020 management fee		09/02/2020	14.47
		Account 53540 - Natural Gas Totals	Invoice 1	\$14.47
			Transactions	
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded-8/26/20	BC 2008-52	09/18/2020	16.25
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-8/26/20		09/18/2020	34.28
		Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 2	\$50.53
			Transactions	
		Program 200000 - Main Totals	Invoice 4	\$87.83
			Transactions	
		Department 20 - Street Totals	Invoice 4	\$87.83
			Transactions	
		Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 4	\$87.83
			Transactions	
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				



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Account 52340 - Other Repairs and Maintenance

3397 - Evens Time, INC	26-Gate Arms for Garages		09/18/2020	24.22
	Account 52340 - Other Repairs and Maintenance Totals		Invoice 1	<u>\$24.22</u>
			Transactions	

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill -August 2020		09/10/2020	47.56
	Account 53530 - Water and Sewer Totals		Invoice 1	<u>\$47.56</u>
			Transactions	

Account 53610 - Building Repairs

3397 - Evens Time, INC	26-Replacement of damaged gate arms		09/18/2020	402.00
	Account 53610 - Building Repairs Totals		Invoice 1	<u>\$402.00</u>
			Transactions	

Account 53650 - Other Repairs

6197 - CE Solutions, INC	26-Design Services for 10 yr. Capital Repairs at Walnut Garage	BC 2020-06	09/18/2020	7,105.00
	Account 53650 - Other Repairs Totals		Invoice 1	<u>\$7,105.00</u>
			Transactions	

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	26-July Bank Fees 2020		08/31/2020	353.30
	Account 53830 - Bank Charges Totals		Invoice 1	<u>\$353.30</u>
			Transactions	

Account 53840 - Lease Payments

512 - 7th & Walnut , LLC	26-Walnut St Garage-October 2020 Rent		09/18/2020	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-October 2020 rent		09/18/2020	38,035.85
	Account 53840 - Lease Payments Totals		Invoice 2	<u>\$56,795.83</u>
			Transactions	
	Program 260000 - Main Totals		Invoice 7	<u>\$64,727.91</u>
			Transactions	
	Department 26 - Parking Totals		Invoice 7	<u>\$64,727.91</u>
			Transactions	



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Fund 452 - Parking Facilities(S9502) Totals Invoice 7
Transactions \$64,727.91

Fund 454 - Alternative Transport(S6301)

Department 02 - Public Works

Program 020000 - Main

Account 43170.0004 - Residential Neighborhood Permits Zone # 4

Matthew Beck	26-refund payment pkg citation #20202002092	09/18/2020	30.00
Jared Flick	26-refund payment Zone 4 permit #25523	09/18/2020	46.00
Jake Kleinfeld	26-refund zone 4 permit #Z425408-took a space in garage	09/18/2020	46.00
Erik Stelle	26-refund payment Zone 4 visitor permit ZV417340	09/18/2020	46.00

Account 43170.0004 - Residential Neighborhood Permits Zone # 4 Totals Invoice 4
Transactions \$168.00

Account 46060 - Other Violations

Alexander Buring	26-refund payment pkg citation #20202002096	09/18/2020	30.00
Marshall Dockery	26-refund payment pkg citation #20202002046	09/18/2020	30.00
Durbin Donahue	26-refund payment pkg citation #20202002059	09/18/2020	30.00
Kevin Flood	26-refund payment pkg citation #20202002107	09/18/2020	30.00
Steven Gaertig	26-refund payment pkg citation 20202002011	09/18/2020	30.00
Thomas R. Lane	26-refund payment pkg citation #20202002144	09/18/2020	30.00
Lara McClymonds	26-refund payment pkg citation #20202001951	09/18/2020	30.00
Kenneth Moio	26-refund payment pkg citation #20202002114	09/18/2020	30.00
Matthew Novak	26-refund payment pkg citation #20202002013	09/18/2020	30.00
Clifford Olsen	26-refund payment pkg citation #20202002134	09/18/2020	30.00



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James Robinson	26-refund payment pkg citation 20202002005	09/18/2020	30.00
Madeline Stewart	26-refund payment pkg citation #20202002085	09/18/2020	30.00
Kyle Thompson	26-refund payment pkg citation #20202002133	09/18/2020	30.00
Michael Truxell	26-refund payment pkg citation #20202002061	09/18/2020	30.00
Marsha Whitehead	26-refund payment pkg citation #20202002031	09/18/2020	30.00
Cameron Zwick	26-refund payment pkg citation #20202002048	09/18/2020	30.00

Account 46060 - Other Violations Totals	Invoice 16 Transactions	\$480.00
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Account 54310 - Improvements Other Than Building

399 - American Structurepoint, INC	13-7th St Multimodal Corridor Proj-7/1-7/31/20	BC 2018-109	09/18/2020	3,925.64
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Account 54310 - Improvements Other Than Building Totals	Invoice 1 Transactions	\$3,925.64
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Program 020000 - Main Totals	Invoice 21 Transactions	\$4,573.64
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Department 02 - Public Works Totals	Invoice 21 Transactions	\$4,573.64
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Fund 454 - Alternative Transport(S6301) Totals	Invoice 21 Transactions	\$4,573.64
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Fund 456 - MVH Restricted

Department 20 - Street

Program 200000 - Main

Account 52330 - Street , Alley, and Sewer Material

334 - Irving Materials, INC	20-3771 Claybridge-Class A Stone Ash-7 cy-8/11/20	BC 2019-36	09/18/2020	710.50
334 - Irving Materials, INC	20-2405 E. Oakmont Dr-Class A Stone Ash-6 cy-8/13/20	BC 2019-36	09/18/2020	609.00
334 - Irving Materials, INC	20-100 W. Kirkwood-Class A Stone Ash-7 cy-8/18/20	BC 2019-36	09/18/2020	710.50

Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 3 Transactions	\$2,030.00
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Program 200000 - Main Totals	Invoice 3	\$2,030.00
	Transactions	
Department 20 - Street Totals	Invoice 3	\$2,030.00
	Transactions	
Fund 456 - MVH Restricted Totals	Invoice 3	\$2,030.00
	Transactions	

Fund **601 - Cumulative Capital Devlp(\$2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

19278 - Milestone Contractors, LP	20-surface-patching-2.07 tons-8/3/20	BC 2020-13	09/18/2020	98.33
19278 - Milestone Contractors, LP	20-surface-10th Street-824.92 tons-8/4-8/6/20	BC 2020-13	09/18/2020	35,319.21
19278 - Milestone Contractors, LP	20-surface-patching-2.07 tons-8/17/20	BC 2020-13	09/18/2020	98.33
19278 - Milestone Contractors, LP	20-surface-Lincoln/6th/patching-493.34 tons-8/18-8/20/20	BC 2020-13	09/18/2020	23,433.72
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 4	\$58,949.59
			Transactions	

Account **54310 - Improvements Other Than Building**

399 - American Structurepoint, INC	13-Signal Timing-On-Call Serv. Contract-7/1-7/31/20		09/18/2020	1,203.39
Account 54310 - Improvements Other Than Building Totals			Invoice 1	\$1,203.39
			Transactions	
Program 020000 - Main Totals			Invoice 5	\$60,152.98
			Transactions	
Department 02 - Public Works Totals			Invoice 5	\$60,152.98
			Transactions	

Department **13 - Planning**

Program **130000 - Main**

Account **53110 - Engineering and Architectural**

10081 - Strand Associates, INC	13-Crosswalk Imp. Proj (HSIP)-serv. 7/1-7/31/20	BC 2020-49	09/18/2020	15,286.39
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		Account 53110 - Engineering and Architectural Totals	Invoice 1 Transactions	\$15,286.39
Account 54310 - Improvements Other Than Building				
5999 - The Etica Group, INC	13-School Zone Enhancements Proj -6/21-7/25/20	BC 2019-86	09/18/2020	3,305.15
		Account 54310 - Improvements Other Than Building Totals	Invoice 1 Transactions	\$3,305.15
		Program 130000 - Main Totals	Invoice 2 Transactions	\$18,591.54
		Department 13 - Planning Totals	Invoice 2 Transactions	\$18,591.54
		Fund 601 - Cumulative Capital Devlp(\$2391) Totals	Invoice 7 Transactions	\$78,744.52
Fund 730 - Solid Waste (\$6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52420 - Other Supplies				
7225 - Arctic Glacier USA, INC	16-ice for employees-135 7# bags-8/26/20		09/18/2020	116.25
53005 - Menards, INC	Misc Cleaning Supplies for garage and office		09/18/2020	77.07
		Account 52420 - Other Supplies Totals	Invoice 2 Transactions	\$193.32
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control @ Sanitation	BC 2019-109	09/18/2020	125.00
		Account 53140 - Exterminator Services Totals	Invoice 1 Transactions	\$125.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/26/20	BC 2009-52	09/18/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-8/26/20		09/18/2020	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-9/2/20	BC 2009-52	09/18/2020	11.14



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19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-9/2/20	09/18/2020	23.26
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 4 Transactions	<u>\$68.80</u>
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	16-recycling fees - 8/3-8/13/20	09/18/2020	4,314.01
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 8/1-8/15/20	09/18/2020	16,556.27
Account 53950 - Landfill Totals		Invoice 2 Transactions	<u>\$20,870.28</u>
Program 160000 - Main Totals		Invoice 9 Transactions	<u>\$21,257.40</u>
Department 16 - Sanitation Totals		Invoice 9 Transactions	<u>\$21,257.40</u>
Fund 730 - Solid Waste (S6401) Totals		Invoice 9 Transactions	<u>\$21,257.40</u>
Fund 800 - Risk Management(S0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 52430 - Uniforms and Tools			
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-A. Edwards (11M)-8/17/20	09/18/2020	90.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Marrero (11M)-8/24/20	09/18/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-A. Garcia (9M)-8/31/20	09/18/2020	100.00
Account 52430 - Uniforms and Tools Totals		Invoice 3 Transactions	<u>\$290.00</u>
Account 53130 - Medical			
6213 - Christopher T Johnson	10- reimb for physical for CDL-8/17/20	09/18/2020	90.00
7481 - Casey Konermann	10- reimb for physical for CDL-8/14/20	09/18/2020	85.00
3096 - Robbie J Turpin	10- reimb for physical for CDL-6/26/20	09/18/2020	100.00



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		Account 53130 - Medical Totals	Invoice 3 Transactions	\$275.00
Account 53420 - Worker's Comp & Risk				
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser -2020133		09/01/2020	488.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser -2020135		09/08/2020	488.38
		Account 53420 - Worker's Comp & Risk Totals	Invoice 2 Transactions	\$976.76
		Program 100000 - Main Totals	Invoice 8 Transactions	\$1,541.76
		Department 10 - Legal Totals	Invoice 8 Transactions	\$1,541.76
		Fund 800 - Risk Management(S0203) Totals	Invoice 8 Transactions	\$1,541.76
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1201 - Other Services and Charges Health Insurance				
3928 - Aim Medical Trust	12-AIM September 2020 Insurance Premiums \$892,845.58		09/09/2020	892,845.58
		Account 53990.1201 - Other Services and Charges Health Insurance Totals	Invoice 1 Transactions	\$892,845.58
		Program 120000 - Main Totals	Invoice 1 Transactions	\$892,845.58
		Department 12 - Human Resources Totals	Invoice 1 Transactions	\$892,845.58
		Fund 801 - Health Insurance Trust Totals	Invoice 1 Transactions	\$892,845.58
Fund 802 - Fleet Maintenance(S9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52230 - Garage and Motor Supplies				



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4693 - Monroe County Tire & Supply, INC	17-tires-LT245/75R17-4	09/18/2020	713.12
4693 - Monroe County Tire & Supply, INC	17-tires-12.5/80-18-2, brass valve, disposal fee	09/18/2020	670.50
4693 - Monroe County Tire & Supply, INC	17-tires-13.6-28, 13.6/14.9R28, BP4, service call	09/18/2020	197.74
4693 - Monroe County Tire & Supply, INC	17-tires-19.5L24, serv. call, stem, disp. fee	09/18/2020	1,228.00
Account 52230 - Garage and Motor Supplies Totals		Invoice 4 Transactions	\$2,809.36
Account 52240 - Fuel and Oil			
613 - Hoosier Penn Oil Company, INC	17-stock oil/fluids-pro-shoot grease dip valve	09/18/2020	150.82
613 - Hoosier Penn Oil Company, INC	17-stock oil/fluids-HP Group II AW 46	09/18/2020	1,093.44
349 - White River Cooperative, INC	17-fuel-unleaded-87 regular-7,931 gallons-9/1/20	09/18/2020	15,089.52
Account 52240 - Fuel and Oil Totals		Invoice 3 Transactions	\$16,333.78
Account 52320 - Motor Vehicle Repair			
4150 - Alexander's LLC	17-parts-bearing	09/18/2020	6.00
4150 - Alexander's LLC	17-parts-backing plate electric LH 12 x 2 7K black wires	09/18/2020	95.00
4150 - Alexander's LLC	17-parts-hub/drum, seal, bearings	09/18/2020	140.50
244 - Bloomington Ford, INC	17-parts-latch	09/18/2020	70.76
244 - Bloomington Ford, INC	17-parts-switch asy-dir	09/18/2020	82.30
941 - Central Indiana Truck Equipment Corporation	17-truck part-sock-allen bolt, blade taper	09/18/2020	42.06
941 - Central Indiana Truck Equipment Corporation	17-truck parts-rubber pull latch (inc. freight)	09/18/2020	86.23
941 - Central Indiana Truck Equipment Corporation	17-truck parts-filter H P - includes freight	09/18/2020	65.05
941 - Central Indiana Truck Equipment Corporation	17-truck parts-shaft, upper TO-includes freight	09/18/2020	263.90
941 - Central Indiana Truck Equipment Corporation	17-truck parts-inside cylinder	09/18/2020	1,190.66



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4335 - Circle Distributing, INC	17-parts-seal	09/18/2020	5.60
3560 - First Financial Bank / Credit Cards	17-bracket ordered from LKQ	09/18/2020	80.00
4044 - Industrial Hydraulics, INC	17-repair/return hydraulic cylinder	09/18/2020	649.96
455 - Industrial Service & Supply, INC	17-#4211 hyd elbow	09/18/2020	5.81
455 - Industrial Service & Supply, INC	17-#4211-straight ORB connector	09/18/2020	10.68
455 - Industrial Service & Supply, INC	17-#4211-metal line fabricating, tubing, nuts	09/18/2020	313.94
796 - Interstate Battery System of Bloomington, INC	17-batteries-31P-MHD, DRY0070, DRY0075, DRY0085, MT-78, MTP	09/18/2020	728.75
796 - Interstate Battery System of Bloomington, INC	17-batteries-MTX-94R/H7	09/18/2020	177.95
796 - Interstate Battery System of Bloomington, INC	17-batteries-31-MHD, MTP-65HD	09/18/2020	592.62
293 - J&S Locksmith Shop, INC	17 - #839 switch	09/18/2020	63.44
4439 - JX Enterprises, INC	17-peterbilt parts-resistor-12V 152 degrees C	09/18/2020	20.93
4439 - JX Enterprises, INC	17-misc. peterbilt part-sensor-nitrogen oxide	09/18/2020	533.42
4439 - JX Enterprises, INC	17-core returns-Inv. #27145971P	09/18/2020	(91.28)
394 - Kleindorfer Hardware & Variety	17-shop supplies-OFF deep wood, mosquito killer	09/18/2020	22.48
6262 - Koenig Equipment, INC	17-#518 blade	09/18/2020	57.18
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-stock filters	09/18/2020	198.12
680 - NCH Corporation- Partsmaster	17-parts-washer flat USS domestic	09/18/2020	13.16
680 - NCH Corporation- Partsmaster	17-parts-nut locks, washers, lugs, fuses	09/18/2020	448.98
337 - Stansifer Radio Co, INC	17-misc. electrical parts-35-080 Waldom	09/18/2020	3.54
6216 - Terminal Supply, INC	17-supplies-drill bits	09/18/2020	57.64
582 - Town & Country Chrysler Dodge Jeep, INC	17-parts-front rotor: brake	09/18/2020	720.00



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622 - Truck Country of Indiana, INC (Stoops Freightliner	17-parts-tube assy-shunt, clamp-muffler inlet		09/18/2020	700.06
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-parts-connector-1-1/16 OR 12		09/18/2020	36.06
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc. parts-HI torque clamps		09/18/2020	5.65
2096 - West Side Tractor Sales CO.	17-misc JD parts-snap rings, washers		09/18/2020	5.28
2096 - West Side Tractor Sales CO.	17-misc JD parts-snap rings, washers		09/18/2020	26.90
2096 - West Side Tractor Sales CO.	17-misc. JD parts-hose spring guard, fittings, bulk hose		09/18/2020	80.52
Account 52320 - Motor Vehicle Repair Totals			Invoice 37	\$7,509.85
			Transactions	
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	17-stock-commercial lever entry-door going into compressor room		09/18/2020	69.99
177 - Indiana Oxygen Company, INC	17-cylinder rental, torch supplies-ALY, FLX, Mix, Oxy		09/18/2020	168.33
6770 - Noregon Systems, INC	17 - Allison DOC software		09/18/2020	900.00
Account 52420 - Other Supplies Totals			Invoice 3	\$1,138.32
			Transactions	
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-SA Altosid Pellets @ Fleet - One Time Special	BC 2019-109	09/18/2020	100.00
Account 53140 - Exterminator Services Totals			Invoice 1	\$100.00
			Transactions	
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-August 2020		09/10/2020	119.99
Account 53530 - Water and Sewer Totals			Invoice 1	\$119.99
			Transactions	
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-July 2020 management fee		09/02/2020	4.82
Account 53540 - Natural Gas Totals			Invoice 1	\$4.82
			Transactions	



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Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental /lost clothes chg (minus payroll ded)- 8/26/20	BC 2009-52	09/18/2020	55.26
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-8/26/20		09/18/2020	70.34
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-9/2/20		09/18/2020	70.08
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-9/2/20	BC 2009-52	09/18/2020	16.94

Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4	<u>\$212.62</u>
	Transactions	

Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	17-Unit #812-title fees-8/18/20		09/18/2020	15.00
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Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$15.00</u>
	Transactions	

Program 170000 - Main Totals	Invoice 55	<u>\$28,243.74</u>
	Transactions	

Department 17 - Fleet Maintenance Totals	Invoice 55	<u>\$28,243.74</u>
	Transactions	

Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice 55	<u>\$28,243.74</u>
	Transactions	

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		08/31/2020	20.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/31/2020	60.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		08/31/2020	158.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/01/2020	10.00
17785 - The Howard E. Nyhart Company, INC	12-City URM/DCC		09/01/2020	106.21



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/02/2020	160.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/03/2020	501.32
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/04/2020	145.71
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/08/2020	43.22
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical - City	09/08/2020	94.95
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/08/2020	490.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/09/2020	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/10/2020	407.78
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/11/2020	35.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/14/2020	68.27
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/14/2020	35.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/14/2020	162.99
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 17 Transactions	<hr/> \$2,528.45
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City			
17785 - The Howard E. Nyhart Company, INC	12-City URM/DCC	09/01/2020	454.00
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical DDC - City	09/08/2020	119.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals		Invoice 2 Transactions	<hr/> \$573.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/31/2020	101.98
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/31/2020	261.41
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/31/2020	253.16



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/01/2020	50.01
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/02/2020	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/03/2020	80.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/08/2020	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/08/2020	35.73
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/10/2020	50.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/11/2020	55.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/14/2020	496.92
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/14/2020	4.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 12 Transactions	<u>\$1,448.21</u>
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	09/10/2020	18,245.39
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1 Transactions	<u>\$18,245.39</u>
Program 120000 - Main Totals		Invoice 32 Transactions	<u>\$22,795.05</u>
Department 12 - Human Resources Totals		Invoice 32 Transactions	<u>\$22,795.05</u>
Fund 804 - Insurance Voluntary Trust Totals		Invoice 32 Transactions	<u>\$22,795.05</u>
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 August \$2314.93	09/18/2020	2,314.93



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Account 53990 - Other Services and Charges Totals	Invoice 1	\$2,314.93
	Transactions	
Program 120000 - Main Totals	Invoice 1	\$2,314.93
	Transactions	
Department 12 - Human Resources Totals	Invoice 1	\$2,314.93
	Transactions	
Fund 805 - Unemployment Comp Non-Reverting Totals	Invoice 1	\$2,314.93
	Transactions	

Fund **978 - City 2016 GO Bond Proceeds**

Department **06 - Controller's Office**

Program **06016C - 2016 C Jackson Trail**

Account **54310 - Improvements Other Than Building**

2117, LLC	13-Right of Way Jackson Creek Trail Phase 2 Parcel 11		09/18/2020	1,500.00
WILLIAM W ADAM	13-Right of Way Jackson Creek Trail Phase 2 Parcel 3 & 3A		09/18/2020	10,075.00
HARMON FARM II, LLC	13-Right of Way Jackson Creek Trail Phase 2 PARCEL 7 & 7A		09/18/2020	27,600.00
CHARLES E JESSEPH	13-Right of Way Jackson Creek Trail Phase 2 PARCEL 10 & 10A		09/18/2020	8,240.35
LAURA B JESSEPH	13-Right of Way Jackson Creek Trail Phase 2 PARCEL 10 & 10A		09/18/2020	8,240.35
DEAN L LENZ	13-Right of Way Jackson Creek Trail Phase 2 Parcel 1 & 1A		09/18/2020	21,130.00
16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail PH2_(PE)-7/1-7/31/20	BC 2019-11	09/18/2020	3,116.00

Account 54310 - Improvements Other Than Building Totals	Invoice 7	\$79,901.70
	Transactions	
Program 06016C - 2016 C Jackson Trail Totals	Invoice 7	\$79,901.70
	Transactions	

Program **06016D - 2016 D Multi Use Paths**

Account **54310 - Improvements Other Than Building**

7059 - Eagle Ridge Civil Engineering Services, LLC	13-Rogers Road Sidepath-6/13-8/7/20-Inv date 8/7/20	BC 2017-28	09/18/2020	559.50
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Winslow Avenue Sidepath-6/13-8/7/20-Inv. date 8/7/20	BC 2017-27	09/18/2020	605.50



7059 - Eagle Ridge Civil Engineering Services, LLC

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13-Henderson Street Sidepath-6/13-8/7/20-Inv. date 8/7/20	BC 2017-26	09/18/2020	628.50
Account 54310 - Improvements Other Than Building Totals	Invoice 3		<u>\$1,793.50</u>
	Transactions		
Program 06016D - 2016 D Multi Use Paths Totals	Invoice 3		<u>\$1,793.50</u>
	Transactions		
Department 06 - Controller's Office Totals	Invoice 10		<u>\$81,695.20</u>
	Transactions		
Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 10		<u>\$81,695.20</u>
	Transactions		
Grand Totals	Invoice 268		<u><u>\$1,384,436.31</u></u>
	Transactions		

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/18/2020	Claims				1,384,436.31
					<u>1,384,436.31</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 \$ 1,384,436.31

Dated this 15th day of September 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_____