

Board of Public Works Meeting

September 12, 2023



The City will offer virtual options, including CATS public access television (live and tape-delayed) and

Public comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact April Rosenberger, Public Works Departmental Accessibility contact at april.rosenberger@bloomington.in.gov or 812.349.3411 and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

AGENDA
BOARD OF PUBLIC WORKS
September 12, 2023

A Regular Meeting of the Board of Public Work will be held Tuesday, September 12, 2023 at 5:30 p.m. in the Council Chambers (Rm #115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link: <https://bloomington.zoom.us/j/86587824467?pwd=bzNWb0VoRmtlQVpaSnJqeFhZYTFtZz09>

Meeting ID: 865 8782 4467 Passcode: 201661

- I. MESSAGES FROM BOARD MEMBERS**
- II. PETITIONS AND REMONSTRANCES**
- III. TITLE VI ABATEMENT REQUESTS**
 1. Request for Abatement at Ashlynn Park Dr.
 2. Request for Abatement at W. 11th Street
- IV. CONSENT AGENDA**
 1. Resolution 2023-62; IU Homecoming Parade
 2. Addendum #1 to 2023 Koorsen Fire & Security Service Agreement
 3. Approval of Payroll
- V. NEW BUSINESS**
 1. Lane and Sidewalk Closure Request from Reed and Sons for the Bloomington Gateway Project at Miller Showers Park (September 18, 2023 - December 08, 2023)
 2. Right-of-Way Vacation Request for Hopewell West
 3. Approval of Public Improvements Bond for Ridgefield Neighborhood Sidewalks
 4. Approval of Public Improvements Bond for Osage Place Phase II
 5. Change Order #1 to Contract with CE Hughes Milling, Inc. for Pavement Markings
 6. Resolution 2023-63; Exchange of Property between the City of Bloomington and the City of West Lafayette
- VI. STAFF REPORTS & OTHER BUSINESS**
- VII. APPROVAL OF CLAIMS**
- VIII. ADJOURNMENT**

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The City offers virtual options, including CATS public access television (live and tape- delayed). Comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person.

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812.349.3411 or email public.works@bloomington.in.gov

Staff Report

To: Board of Public Works

From: Rebecca Davis and Colleen Newbill

Date: September 12, 2023

Re: Request to abate property at North Ashlynn Park Drive, Bloomington, Indiana

Attachments:

1. Notice of Violations issued on July 3, July 13, July 28, and August 24, 2023.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

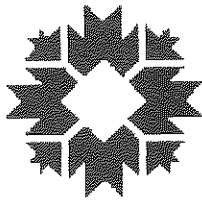
1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On July 3, July 13, July 28, and August 24, Neighborhood Compliance Officer Rebecca Davis inspected Parcel No. 53-05-33-200-023.002-005 on North Ashlynn Park Drive, Bloomington, Indiana (the “Property”) and issued Notices of Violation for excessive growth in violation of BMC § 6.06.050 (the “NOVs”).
3. The NOVs were issued to Waterstone Bloomington Land LLC (the “Owner”) because it is the owner of the Property.
4. The violations have not been corrected and the NOVs were not appealed.
5. The NOVs were posted in a conspicuous place at the Property and mailed to the Owner in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner(s) of the Property by certified mail in accordance with BMC § 6.06.080(b).

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Grass, noxious plants, and invasive weeds throughout the entire Property is overgrown. The Property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible.



Notice of Violation

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

Date 7/3/2023 Time 1:10 PM Address/location W 11th St 47404

Issued by: 219 PARCEL # 53-05-33-200-023.002-025

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 62023-07-1107

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

Comments: PLEASE CUT ALL GRASS.

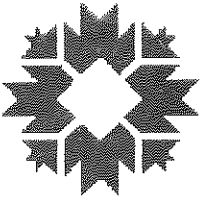
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name WATERSTONE BLOOMINGTON LAND LLC
Address 5784 LAKE FOREST DR. STE. 100
City ATLANTA State GA
Zip Code 30328

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

BPW: _____

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



Notice of Violation

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

Date 7/13/2023 Time 11:49 am Address/location W 11th St 47404

Issued by: 219 PARCEL# 53-05-33-200-023.002-005

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 62023-07-1151

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

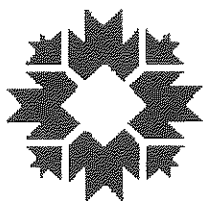
Comments: PLEASE CUT GRASS AND REMOVE NOXIOUS PLANTS AND INVASIVE WEEDS.

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

Owner Name WATERSTONE BLOOMINGTON LAND LLC
 Address 5784 LAKE FOREST DR. STE 100
 City ATLANTA State GA
 Zip Code 30328

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

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



Notice of Violation

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

Date 7/28/2023 Time 2:34 PM Address/location W. 11th St 47404

Issued by: 219 PARCEL # 53-05-33-200-023.002-005

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 62023-07-1242

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

Comments: CUT GRASS AND REMOVE NOXIOUS PLANTS ;
INVASIVE WEEDS.

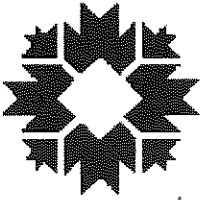
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name WATERSTONE BLOOMINGTON LAND LLC
Address 5784 LAKE FOREST DR. STE 100
City ATLANTA State GA
Zip Code 30328

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

BPW: _____

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



Notice of Violation

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

Date 8/24/2023 Time 3:08 PM Address/location W. 11th St 47404 / N. ASHLYN PARK DR

Issued by: 219 PARCEL # 53.05.33.200.0.23.002.005

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 **Warning (No fine due at this time)** Ticket# 62023-08-1429

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

Comments: SEEKING ACTION WITH BOARD OF PUBLIC WORKS.

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

Owner Name WATERSTONE BLOOMINGTON LAND
 Address 5784 LAKE FOREST DR STE 100
 City ATLANTA State GA
 Zip Code 30328

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

BPW: 9/12/2023

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



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: Waterstone Bloomington Land LLC (“Property Owner”)

The City of Bloomington Housing and Neighborhood Development (“HAND”) Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **N Ashlynn Park Dr, Bloomington 47404**, under parcel number **53-05-33-200-023.002-005** and whose legal description is **013-19330-06 Morton North Lot 2** Common Area (Hereinafter the “Property”).

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday , September 12th, 2023. LIVE in the Council Chambers and virtually via ZOOM meetings. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.**

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

Fines are not appealed at this meeting







Monroe County, IN

N ASHLYNN PARK DR, Bloomington, IN 47404
53-05-33-200-023.002-005



Parcel Information

Parcel Number: 53-05-33-200-023.002-005
Alt Parcel Number: 013-19330-02
Property Address: N ASHLYNN PARK DR
Bloomington, IN 47404
Neighborhood: 37 BLOOMINGTON CITY - COM
Property Class: Vacant Land
Owner Name: Waterstone Bloomington Land LLC
Owner Address: 5784 Lake Forrest Dr Ste 100
Atlanta, GA 30328
Legal Description: 013-19330-02 Morton North Lot 2

Taxing District

Township: BLOOMINGTON TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
11	33105.6	

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

This matter is before the Board of Public Works for Abatement of Notice of Violations issued July 3, July 13, July 28, and August 24, 2023 (the "NOVs"). The Board of Public Works received information regarding the NOVs at its regular meeting on Tuesday, September 12, 2023.

The Board of Public Works now finds as follows:

1. Waterstone Bloomington Land LLC (the "Owner") owns the real estate located at Parcel No. 53-05-33-200-023.002-005 on North Ashlynn Park Drive, Bloomington, Indiana and whose legal description is 013-19330-02 Morton North Lot 2 (the "Property").
2. On July 3, July 13, July 28, and August 24, 2023, City of Bloomington Neighborhood Compliance Officer Rebecca Davis, issued the NOVs after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
3. The NOVs were properly issued to the Owner in accordance with BMC § 6.06.070(b).
4. The NOVs were not appealed.
5. The violations cited in the NOVs were not remedied.
6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC § 6.06.080(b).

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

- A. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
- B. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
- C. If the Owner fails to comply with Paragraph B above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
- D. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
- E. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 12th Day of September, 2023.

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

Staff Report

To: Board of Public Works

From: Rebecca Davis and Colleen Newbill

Date: September 12, 2023

Re: Request to abate property at W. 11th Street, Bloomington, Indiana

Attachments:

1. Notice of Violations issued on July 3, July 13, July 28, and August 24, 2023.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

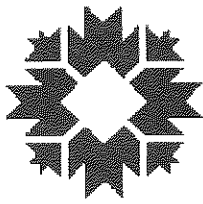
1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On July 3, July 13, July 28, and August 24, Neighborhood Compliance Officer Rebecca Davis inspected Parcel No. 53-05-33-200-023.006-005 on West 11th Street, Bloomington, Indiana (the “Property”) and issued Notices of Violation for excessive growth in violation of BMC § 6.06.050 (the “NOVs”).
3. The NOVs were issued to Waterstone Bloomington Land LLC (the “Owner”) because it is the owner of the Property.
4. The violations have not been corrected and the NOVs were not appealed.
5. The NOVs were posted in a conspicuous place at the Property and mailed to the Owner in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner(s) of the Property by certified mail in accordance with BMC § 6.06.080(b).

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Grass, noxious plants, and invasive weeds throughout the entire Property is overgrown. The Property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

Staff recommends that the property be abated as soon as reasonably possible.



Notice of Violation

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

Date 7/3/2023 Time 1:10 pm Address/location W 11th ST 47404
 Issued by: 219 Parcel # 53-05-33-200-023.006-005

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 62023-07-1108

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

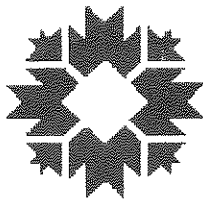
Comments: PLEASE CUT ALL GRASS

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

Owner Name WATERSTONE BLOOMINGTON LAND LLC
 Address 5784 LAKE FOREST DR. STE. 100
 City ATLANTA State GA
 Zip Code 30328

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

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



Notice of Violation

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

Date 7/13/2023 Time 11:50 AM Address/location W 11th St 47404

Issued by: 219 PARCEL# 53-06-33-200-023-006-005

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 62023-07-1150

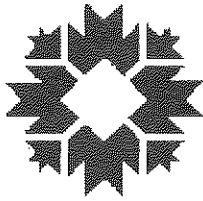
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: PLEASE CUT GRASS AND REMOVE NOXIOUS PLANTS AND INVASIVE WEEDS

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

Owner Name WATERSTONE BLOOMINGTON LAND LLC
 Address 5784 LAKE FOREST DR. STE 100
 City ATLANTA State GA
 Zip Code 30328

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



Notice of Violation

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

Date 7/28/2023 Time 2:34 PM Address/location W. 11th St 47404

Issued by: 219 PARCEL# 53-05-33-200-023-006-005

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 62023-07-1241

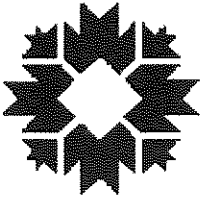
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: CUT GRASS AND REMOVE NOXIOUS PLANTS AND INVASIVE WEEDS

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

Owner Name WATERSTONE BLOOMINGTON LAND LLC
 Address 5784 LAKE FOREST DR. STE 100
 City ATLANTA State GA
 Zip Code 30328

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



Notice of Violation

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

Date 8/24/2023 Time 3:08 PM Address/location W. 11th St 47404

Issued by: 219 PARCEL # 53.05.33.200.023.006-005

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 62023-08-1428

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

Comments: SEEKING ACTION WITH BOARD OF PUBLIC WORKS

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

Owner Name WATERSTONE BLOOMINGTON LAND LLC
 Address 5784 LAKE FOREST DR STE 100
 City ATLANTA State GA
 Zip Code 30328

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

BPW: 9/12/2023

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



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: Waterstone Bloomington Land LLC (“Property Owner”)

The City of Bloomington Housing and Neighborhood Development (“HAND”) Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **W 11th St, Bloomington 47404**, under parcel number **53-05-33-200-023.006-005** and whose legal description is **013-19330-06 Morton North Lot 6 Common Area** (Hereinafter the “Property”).

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday , September 12th, 2023. LIVE in the Council Chambers and virtually via ZOOM meetings. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.**

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

Fines are not appealed at this meeting





Monroe County, IN

W 11th ST, Bloomington, IN 47404
53-05-33-200-023.006-005



Parcel Information

Parcel Number: 53-05-33-200-023.006-005
Alt Parcel Number: 013-19330-06
Property Address: W 11th ST
Bloomington, IN 47404
Neighborhood: 37 BLOOMINGTON CITY - COM
Property Class: Residential Condominiums Common Areas
Owner Name: Waterstone Bloomington Land LLC
Owner Address: 5784 Lake Forrest Dr Ste 100
Atlanta, GA 30328
Legal Description: 013-19330-06 Morton North Lot 6
Common Area

Taxing District

Township: BLOOMINGTON TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
Ca	0.17	

**City of Bloomington’s Board of Public Works
Order of Abatement for NOV
(excessive growth)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued July 3, July 13, July 28, and August 24, 2023 (the “NOVs”). The Board of Public Works received information regarding the NOVs at its regular meeting on Tuesday, September 12, 2023.

The Board of Public Works now finds as follows:

1. Waterstone Bloomington Land LLC (the “Owner”) owns the real estate located at Parcel No. 53-05-33-200-023.006-005 on West 11th Street, Bloomington, Indiana and whose legal description is 013-19330-06 Morton North Lot 6 Common Area (the “Property”).
2. On July 3, July 13, July 28, and August 24, 2023, City of Bloomington Neighborhood Compliance Officer Rebecca Davis, issued the NOVs after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
3. The NOVs were properly issued to the Owner in accordance with BMC § 6.06.070(b).
4. The NOVs were not appealed.
5. The violations cited in the NOVs were not remedied.
6. Notice of the City’s request to abate the Property was properly issued and the Owner properly notified in accordance with BMC § 6.06.080(b).

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

- A. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
- B. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
- C. If the Owner fails to comply with Paragraph B above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
- D. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
- E. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 12th Day of September, 2023.

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



Board of Public Works Staff Report

Project/Event: 2023 Indiana University Homecoming Parade

Petitioner/Representative: Indiana University Alumni Association

Staff Representative: April Rosenberger

Meeting Date: September 12, 2023

Event Date: Friday, October 20, 2023

The IU Alumni Association holds a Homecoming parade annually. This year they are requesting use of Woodlawn Ave between 13th & 17th streets with brief shutdowns on both 13th and 17th. The parade will begin at Woodlawn Ave. & 13th St. and finish by entering the Memorial Stadium parking lot at Woodlawn and 17th streets.

Indiana University Police Department will be providing traffic control.

BPD has approved a Parade Permit subject to BPW approval.



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St Suite 150
PO Box 100
Bloomington IN 47402

**DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington
Department of Economic and Sustainable Development



SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Eryn Wisler		
Contact Phone:	812-855-4664	Mobile Phone:	812-327-0074
Title/Position:	Sr. Associate Director of Student Engagement		
Organization:	IU Alumni Association		
Address:	1000 E 17th Street		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	ewisler@iu.edu		
Organization E-Mail and URL:	alumni.indiana.edu		
Org Phone No:		Fax No:	

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

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

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input checked="" type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Friday, October 20	
Time of Event:	Date: 10/20/23 Start: 5:30 pm	Date: End: 7 pm
Setup/Teardown time Needed	Date: Start: 4:30 pm	Date: End: 7pm
Calendar Day of Week:	Friday	
Description of Event:	<p>The IU Alumni Association holds a Homecoming parade annually. This year we are requesting use of Woodlawn Ave between 13th & 17th streets with brief shutdowns on both 13th and 17th.</p> <p>Begins at Woodlawn Ave & 13th St parade participant will finish by entering the Memorial Stadium parking lot at Woodlawn and 17th streets.</p>	
List of Street Closures (If applicable)	We request the closing of : 17th at Woodlawn 13th between Fess and Walnut Grove Woodlawn from 17th to 13th	
Expected Number of Participants:	close to 100	Expected # of vehicles (Use of Parking Spaces to close): no parking spaces



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 April Rosenberger with any questions: (812) 349-3411 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Homecoming Parade		
Location of Event:	Woodlawn Ave		
Date of Event:	October 20, 2023	Time of Event:	Start: 4pm staging
Calendar Day of Week:	Friday		End: 6:30 pm end
Description of Event:	community + students in a parade		
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:	Eryn Wisler	
Organization:	IU Alumni Association	Title: Dir Student Engagement
Physical Address:	1000 E-17th St.	
Email Address:	ewisler@iu.edu	Phone Number: 812-327-0074
Signature:		Date: 9/7/23

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

Date

Jennifer Lloyd, Secretary

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

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

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

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

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

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

6. CHECKLIST

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: EPIC Insurance Midwest, P.O. Box 80159, Indianapolis, IN 46280
INSURED: Indiana University Alumni Association, Off of Insurance, Loss Control & Claims, 2805 E. 10th St., Smith Research C # 110, Bloomington, IN 47408
INSURER(S) AFFORDING COVERAGE: INSURER A: The Cincinnati Insurance Company, NAIC #: 10677

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

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

Event: Homecoming Parade, October 20th, 2023

Certificate holder is an additional insured as required by written contract but only with respect to the operations of the named insured.

CERTIFICATE HOLDER

CANCELLATION

City of Bloomington
Department of Public Works
401 N Morton St.
Suite 150;PO Box 100
Bloomington, IN 47402

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

City of Bloomington

PARADE PERMIT APPLICATION

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

Organization name and mailing address: Indiana University
Alumni Association 1000 E. 17th St.

Contact person and phone number: Eryn Wisler 812-855-4664

Information regarding proposed parade:

Date: Friday, October 20, 2023

Time of commencement: 5:30 pm

Expected duration: 1.5 hrs

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

Beginning on 13th + Woodlawn
Ending on 17th + Woodlawn

Expected number of participants: 100

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

The participants would stage on 13th St.,
proceed down woodlawn, and end at 17th.

Traffic control shall be supplied by BPD, IUPD,

At the following points on the parade route: 13th between Fess + Walnut
Ornd, woodlawn between 13th + 17th,
17th at woodlawn.

NEXT PAGE

The organization requesting the permit is responsible for traffic control.

Law Enforcement Agency providing traffic control:

IUPD

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

Erin Wisler
Signature of Person requesting Permit

Permit Granted Permit Denied

Michael Diekhoff
Chief of Police, Bloomington, Indiana

08/24/23
Date

Action taken by Police Department:

The permit is granted _____, with the following conditions:

The permit is denied _____
For the following reasons:

September 7, 2023

Dear Bloomington Community and IU Campus friends:

Greetings from the Indiana University Homecoming Committee! This year, the Homecoming parade will take place on Woodlawn Ave. on Friday, October 20th at 5:30 p.m. We are contacting you because the building you live or work in will be affected by the parade. Our petition will be heard virtually by the Board of Public Works on _____. Meeting details can be found at <https://bloomington.in.gov/boards/public-works>

The staging area is in the grass lot of the IU athletic fields, between Fess and 13th St. The parade will begin on 13th and Woodlawn, head south to 17th St., and finish at 17th and Woodlawn. Multiple roads will be closed along this route from approximately 4:45 pm to 6:30 pm on Friday, October 20th. Please see the attached parade route map for a better understanding of what areas will be affected. It is likely that parking will be limited or unavailable in these areas. Not only will there be the usual college students and community members, but we anticipate many Hoosier alumni will be returning to Bloomington.

Homecoming is one of the biggest IU events of the year, and the parade is a significant part of building up the spirit for the big game. Your participation would be greatly appreciated! We encourage you to get spirited, get involved, and let's make Homecoming 2023 a year to remember!

We appreciate your patience and understanding during the parade. If you have specific questions about suggestions for navigating around the parade during this time period, please feel free to contact the Indiana University Alumni Association at (812) 855-4822 and ask to speak to someone in the programs department.

Sincerely,

Eryn Wisler
Sr. Associate Director of Student Engagement
Indiana University Alumni Association

**BOARD OF PUBLIC WORKS
RESOLUTION 2023-62**

IU HOMECOMING PARADE 2023

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

WHEREAS, the Indiana University Alumni Association (hereinafter referred to as “IUAA”) would like to have the City close the following City streets: N. Woodlawn Avenue from E. 13th Street to E. 17th Street and E. 13th, E. 14th and 17th Streets between N. Fess Ave. and N. Walnut Grove Street, with the parade to finish at the Memorial Stadium parking lot. Parade staging will begin in the grass lot of IU Athletic fields, between Fess and 13th Street.

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

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

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

1. The City declares that all or a portion of the following City streets shall be temporarily closed to motor vehicles to conduct the 2023 Indiana University Homecoming Parade: N. Woodlawn Avenue from E. 13th Street to E. 17th Street and E. 13th, E. 14th and 17th Streets between N. Fess Ave. and N. Walnut Grove Street. Parade staging will start at 4:30 p.m. in the grass lot of IU Athletic fields between Fess and 13th Street. The parade will begin at 5:30 p.m. at the corner of E. 13th Street and N. Woodlawn Avenue and end at 7:00 p.m. on Friday, October 20th, 2023.
2. IUAA shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. IUAA shall be responsible for developing a Traffic Plan to be approved by the Engineering Department. IUAA shall obtain and place at IUAA’s own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. IUAA shall not close the streets until 4:30 p.m. on Friday, October 20th, 2023 and shall remove barricades and signage by 7:00 p.m. on Friday, October 20th, 2023.
4. IUAA shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.

5. IUAA shall clean up the affected area before, during, and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and empty and remove all trash cans/receptacles. Clean-up shall be completed by 7:00 p.m. on Friday, October 20th, 2023.
6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. IUAA shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. IUAA, its officers, directors, agents, employees, members, successors and assigns, do hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. _____, a duly authorized representative of IUAA, represents that he/she is fully empowered by proper action of IUAA to bind IUAA to the terms and conditions set forth in this Resolution and does so bind IUAA by his/her signature set forth below.

ADOPTED THIS 12th DAY SEPTEMBER, 2023.

BOARD OF PUBLIC WORKS:

INDIANA UNIVERSITY ALUMNI ASSOCIATION:

Kyla Cox Deckard, President

Signature

Elizabeth Karon, Vice-President

Printed Name, Title

Date



Board of Public Works Staff Report

Project/Event: Addendum #1 to 2023 Service Agreement with Koorsen Fire and Security for Fire Alarm Inspections, Repairs, and Maintenance for Public Works Facilities

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: September 12, 2023

This supplement is being requested for the increase of the original not to exceed amount of \$30,000. The supplement we're requesting would be an additional \$20,000. This Supplement #1 increases the not to exceed amount of the Agreement to \$50,000.00. When determining the original "not to exceed" amount for the original agreement, we underestimated the amount of work we would have for this contractor to perform.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Koorsen Fire
and Security

Contract Amount: \$50,000.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> RequestforQuote(RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid(ITB)	<input type="checkbox"/> Request forQualifications (RFQ)	<input type="checkbox"/> EmergencyPurchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals: 0	Yes	No		
Met city requirements?	<input type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/> <input checked="" type="checkbox"/>
Met item or need requirements?	<input type="checkbox"/>	<input type="checkbox"/>	This is a supplement to an existing service agreement	
Was an evaluation team used?	<input type="checkbox"/>	<input type="checkbox"/>		
Was scoring grid used?	<input type="checkbox"/>	<input type="checkbox"/>		
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>		

3. State why this vendor was selected to receive the award and contract:

This is a supplement to an existing service agreement that was approved by the Board of Public Works on March 15th, 2022. We are adding an additional \$10,000 to the service agreement. Total adjusted cost is \$30,000.

JD Boruff

Director of Facilities

Public Works

Print/Type Name

Print/Type Title

Department

**ADDENDUM #1 TO 2023 SERVICE AGREEMENT FOR
KOORSEN FIRE AND SECURITY**

This Addendum #1 amends the original 2023 Service Agreement with Koorsen Fire and Security for Fire Alarm Monitoring, Inspection, and Repair Services for all facilities maintained by the Department, which was entered into on October 25, 2022, and which is attached hereto and incorporated herein by reference.

1. **Article 4. Compensation** provides that the not to exceed cost of this Service Agreement could be amended to add additional services not set forth in the original agreement. The original Not to Exceed cost was \$30,000. The Supplement #1 would increase the total compensation allowed under this Agreement by \$20,000, to a new Not to Exceed cost of to \$50,000, after the Department determined it had underestimated the amount of work they would have for Koorsen to perform
2. In all other aspects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year last written below.

OWNER

Kyla Cox Deckard
President, Board of Public Works

Elizabeth Karon
Vice President, Board of Public Works

Secretary, Board of Public Works

Date: _____

John Hamilton
Mayor

Date: _____

CONTRACTOR

John York

Date: _____



Board of Public Works Staff Report

Project/Event: 2023 Koorsen Fire Protection Monitoring
Petitioner/Representative: Public Works
Staff Representative: JD Boruff
Date: 10.25.2022

Report:

We are requesting a service agreement with Koorsen Fire and Security to perform Fire Alarm Monitoring, Inspection, and Repair Services for the following locations: City Hall (Showers Building), City Parking Garages (4th, Morton, Walnut, Trades), Fleet Services, Bloomington Animal Shelter, Bloomington Street Department, Bloomington Police Firing Range, City of Bloomington Police Department, City of Bloomington Sanitation, Bloomington Fire Department #2, and the Monroe County Dispatch Center and any other Public Works Facilities, as needed.

This contract is for fire alarm monitoring and inspection services.

Total cost = \$30,000



CONTRACT COVER MEMORANDUM

TO: Jacquelyn Moore
FROM: JD Boruff
DATE: 10.25.2022
RE: 2023 Koorsen Fire & Security Service Agreement

Contract Recipient/Vendor Name:	Koorsen Fire and Security
Department Head Initials of Approval:	AW
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	JD Boruff
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Mike Rouker
Record Destruction Date: <i>(Legal to fill in)</i>	2034
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	22-584
Due Date For Signature:	10.25.2022
Expiration Date of Contract:	12.31.2023
Renewal Date for Contract:	1/1/2024
Total Dollar Amount of Contract:	\$30,000
Funding Source:	101-01-010000-53610 (Animal Care and Control) 101-14-140000-53610 (BPD HQ and Firing Range) 101-14-145000-53610 (Dispatch Center) 101-19-190000-53610 (City Hall) 101-08-080000-53610 (Fire Dept.) 802-17-170000-53610 (Fleet Maintenance) 452-26-260000-53610 (Parking Facilities) 730-16-160000-53610 (Sanitation) 451-20-200000-53610 (Street Dept.)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	JD Boruff
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Barbara McKinney
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	JD Boruff

Summary of Contract:

Koorsen Fire and Security to perform Fire Alarm Monitoring, Inspection, and Repair Services for the following locations: City Hall (Showers Building), City Parking Garages (4th, Morton, Walnut, Trades), Fleet Services, Bloomington Animal Shelter, Bloomington Street Department, Bloomington Police Firing Range, City of Bloomington Police Department, City of Bloomington Sanitation, Bloomington Fire Department #2, Monroe County Dispatch Center, and any other Public Works Facilities, as needed

City of Bloomington Contract and Purchase Justification Form

Vendor: Koorsen Fire and Security

Contract Amount: \$30,000

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No	
# of Submittals:			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current vendor for all fire inspection systems
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

3. State why this vendor was selected to receive the award and contract:

Current vendor for all fire inspection systems

JD Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
KOORSEN FIRE AND SECURITY**

This Agreement, entered into on this 25th day of October, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Koorsen Fire and Security (“Contractor”).

Article 1. Scope of Services After receiving a **Notice to Proceed**, Contractor shall perform repair and maintenance services of the following types: Fire Alarm Monitoring, Inspection, and Repair Services for the following locations: City Hall (Showers Building), City Parking Garages (4th, Morton, Walnut, Trades), Fleet Services, Bloomington Animal Shelter, Bloomington Street Department, Bloomington Police Firing Range, City of Bloomington Police Department, City of Bloomington Sanitation, Bloomington Fire Department #2, Monroe County Dispatch Center, and any other Public Works Facilities, as needed (“Services”), with a set price of Thirty Thousand Dollars (\$30,000). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J.D. Boruff, Facilities Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** 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 indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

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

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

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

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

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

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

Contractor: Koorsen Fire and Security, 1131 Air Drive, Bloomington, IN 47403

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

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

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

Article 25: Renewal This Agreement may be renewed for 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

Beth Cate
Beth Cate, Corporation Counsel

CONTRACTOR

John York
John York

CITY OF BLOOMINGTON PUBLIC WORKS

Adan/w/ [Signature]
Adan/w/ [Signature] Director

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

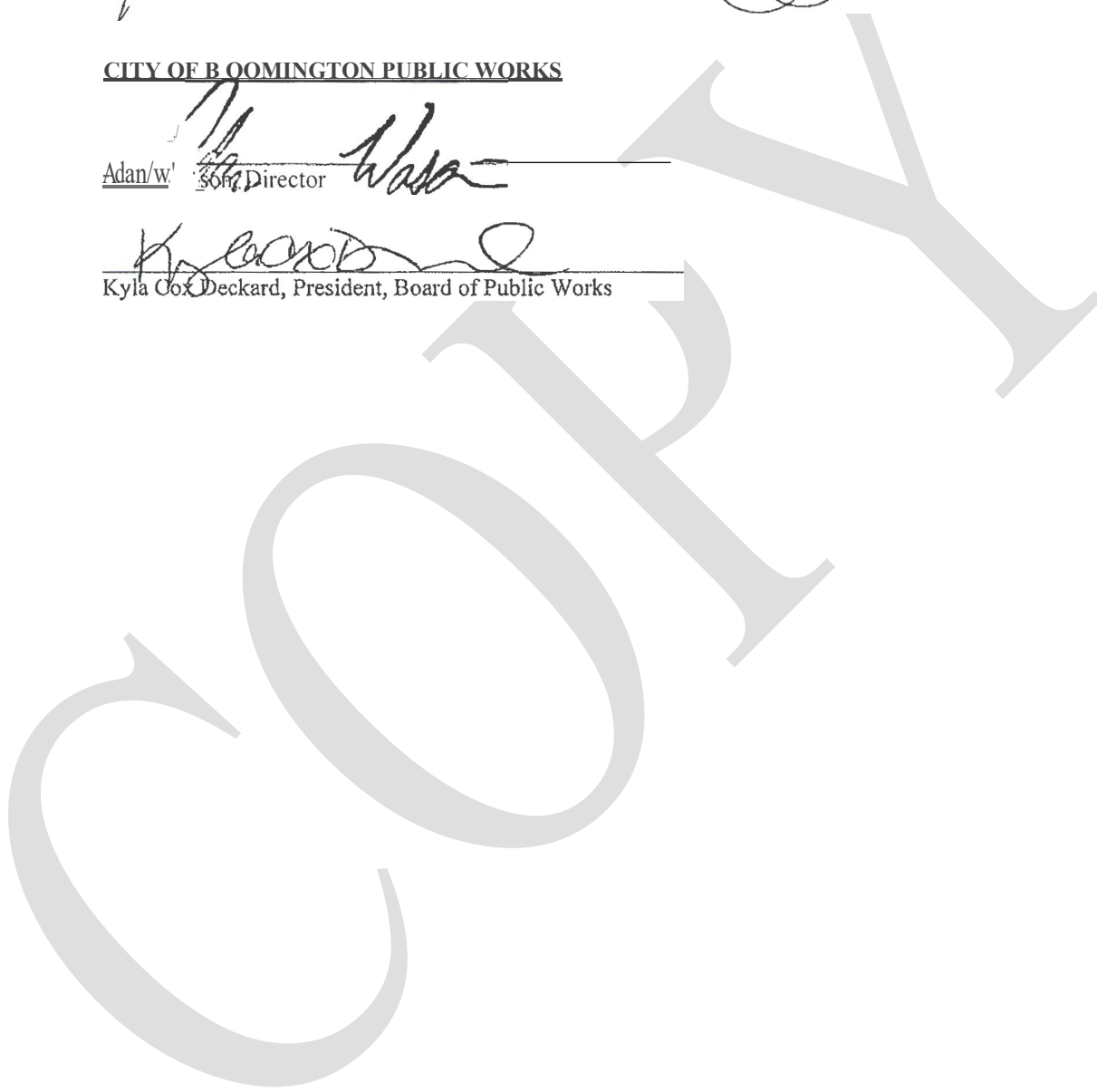


EXHIBIT A
E-VERIFY AFFIDAVIT

STATE OF INDIANA)
COUNTY OF Lawrence)SS:

AFFIDAVIT

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

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

[Signature]
Signature
John E. York
Printed Name

STATE OF INDIANA)
COUNTY OF Lawrence)SS:

Before me, a Notary Public in and for said County and State, personally appeared John York
and acknowledged the execution of the foregoing this 10 day of November, 2022.

Melissa Hirtzel
Notary Public Printed Name

[Signature]
Notary Public's Signature

My Commission Expires: September 1, 2023

County of Residence: Lawrence

My Commission#: Nfbt3 091



EXHIBIT B

STATE OF INDIANA)
COUNTY OF BOOOU) SS:

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 10th day of July, 2022.

_____ in Security

BY _____
_____ Ciolk

STATE OF INDIANA)
COUNTY OFN. D.VO) SS:

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this 11th day of

July, 2022.

Melissa Hirtzel

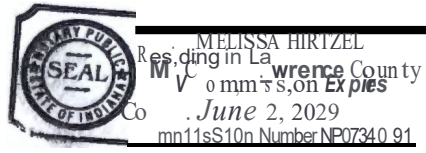
Notary Public Printed Name

[Signature]

Notary Public's Sig

My Commission Expires: 5 July 2022 County of Residence: L. O. W. Y. (fl) [e]

My Commission #: fJ/f734 a:l.l



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/8/2023	Payroll				520,943.69
					<u>520,943.69</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 \$ 520,943.69

Dated this 12th day of September year of 2023.

Kyla Cox Deckard, President Elizabeth Karon, Vice President

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.

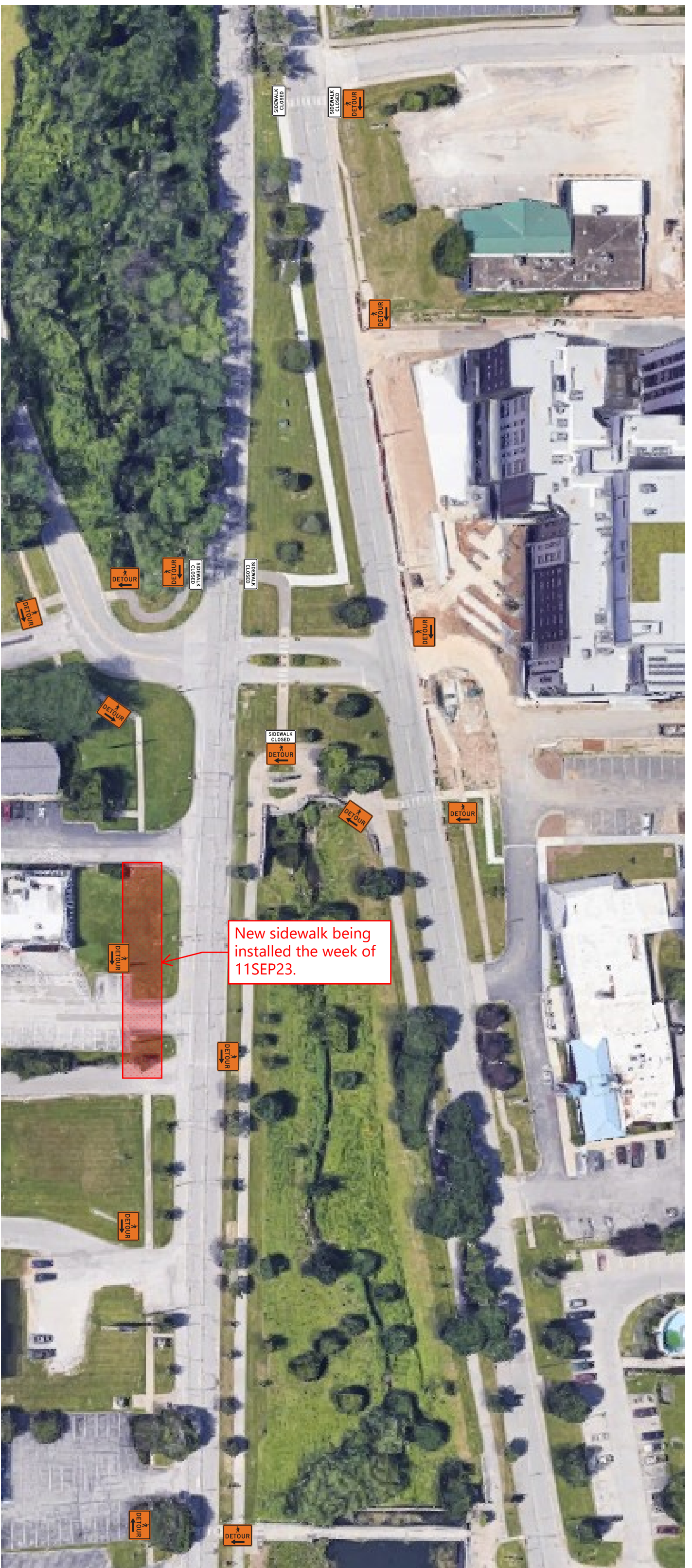
Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Road Closure on N. Old St. Road 37
Staff Representative: Alex Gray
Petitioner/Representative: Reed & Sons Construction / Parks Department
Date: September 12th, 2023

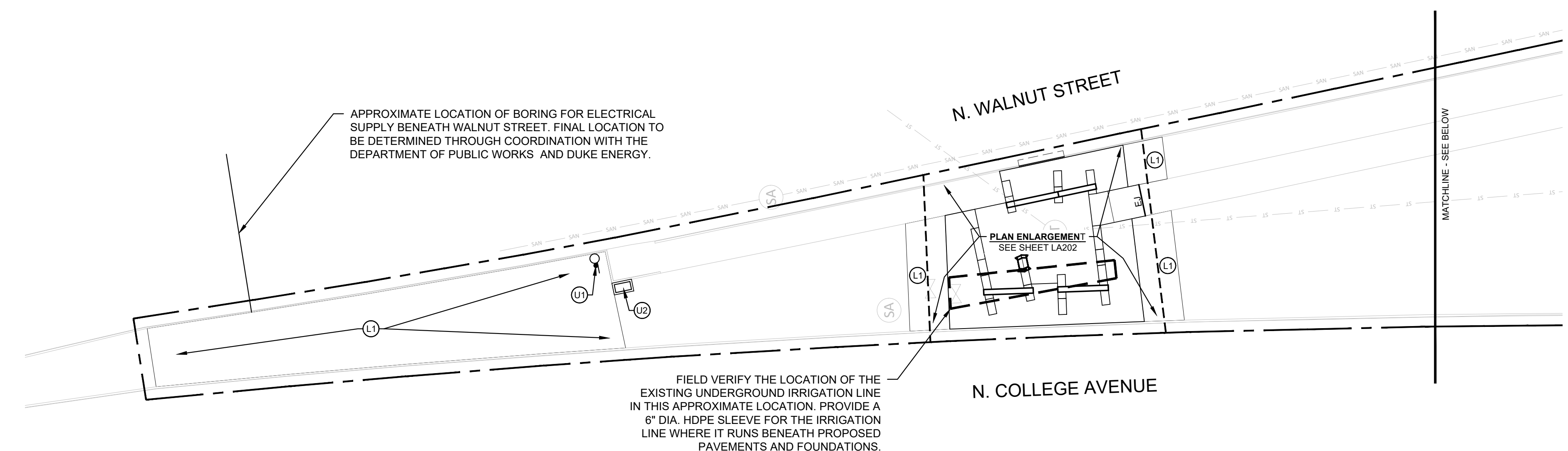
Report: Reed and Sons is a road closure of N. Old St Road 37 between N Walnut St and N College Ave as well as sidewalk and bike lane closures near Miller Showers Park. These closures are for construction of the Bloomington Gateway Phase 1 project that will include the rework of the median between N Walnut St and N College Ave, new curb, sidewalk, and gathering area in Miller Showers Park. It will also include the installation of a gateway monolith. The project is expected to start 9/18/2023 and continue until 12/08/2023 or about 80 days.



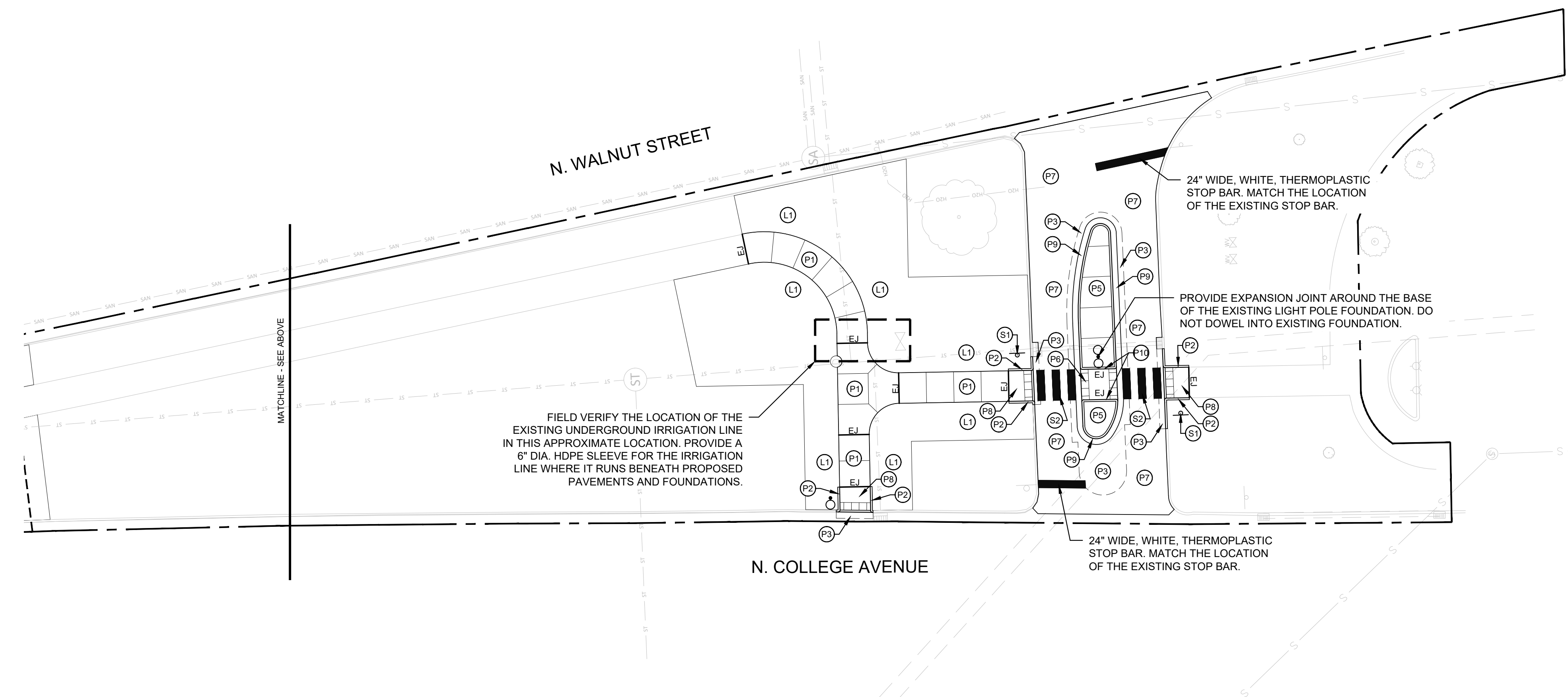
New sidewalk being installed the week of 11SEP23.



APPROXIMATE LOCATION OF BORING FOR ELECTRICAL SUPPLY BENEATH WALNUT STREET. FINAL LOCATION TO BE DETERMINED THROUGH COORDINATION WITH THE DEPARTMENT OF PUBLIC WORKS AND DUKE ENERGY.



FIELD VERIFY THE LOCATION OF THE EXISTING UNDERGROUND IRRIGATION LINE IN THIS APPROXIMATE LOCATION. PROVIDE A 6" DIA. HDPE SLEEVE FOR THE IRRIGATION LINE WHERE IT RUNS BENEATH PROPOSED PAVEMENTS AND FOUNDATIONS.



SITE GENERAL NOTES:

- ALL WORK SHALL BE COORDINATED AND IN COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL MUNICIPALITIES AS WARRANTED. ALL WORK TO BE COMPLETED WITHIN THE RIGHT-OF-WAY SHALL CONFORM TO THE CITY OF BLOOMINGTON STANDARDS.
- EROSION CONTROL MEASURES (I.E. SILT FENCING, AND SEDIMENT CONTROL) SHALL BE PROVIDED BY THE CONTRACTOR PER THE SPECIFICATIONS. SEE EROSION CONTROL DRAWINGS AND SITE CLEARING SPECIFICATIONS.
- CONTRACTOR SHALL ERECT CONSTRUCTION FENCING AND BARRICADES ALONG THE CONSTRUCTION LIMIT LINE AS NECESSARY. CONTRACTOR SHALL COORDINATE WITH THE OWNER ON THE FINAL LOCATION OF FENCING, BARRICADES, AND CONSTRUCTION ACCESS POINTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL DAMAGE RESULTING FROM DEMOLITION OR CONSTRUCTION ACTIVITY TO EXISTING SITE ELEMENTS THAT ARE TO REMAIN. ALL AREAS WHERE THE EXISTING PAVEMENT OR PAVEMENTS ARE DAMAGED DURING CONSTRUCTION FROM HEAVY TRAFFIC OR EQUIPMENT, FUEL OIL, GASOLINE, ETCETERA, BY THE GENERAL CONTRACTOR, SUBCONTRACTOR, OR SUPPLIERS SHALL BE RECONSTRUCTED TO ITS ORIGINAL CONDITION. THIS RECONSTRUCTION SHALL TAKE PLACE AT THE END OF THE PROJECT CONSTRUCTION OR DURING THE SCHEDULED GRADING AND PAVING OF THOSE AREAS.
- THE CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S REQUIREMENTS AND DIRECTIONS FOR INSTALLATION.
- PROVIDE A SMOOTH TRANSITION FROM PROPOSED PAVED AREAS TO EXISTING AREAS AS NECESSARY.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR(S) TO OBTAIN ALL FEDERAL, STATE, COUNTY, CITY, AND LOCAL PERMITS FOR ANY AND ALL WORK REQUIRED UNLESS OTHERWISE NOTED. THE CONTRACTOR(S) IS RESPONSIBLE TO PAY FOR ALL REQUIRED PERMITS BY ANY OR ALL AGENCIES MENTIONED ABOVE UNLESS OTHERWISE NOTED BY THE CONTRACT OR SPECIFICATIONS.
- "EJ" DENOTES PROPOSED EXPANSION JOINT ON SITE PLAN. JOINING LAYOUT SHOWN ON PLANS IS FOR REFERENCE ONLY. FINAL LOCATION OF JOINTS IS SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT.

KEYNOTES

ITEM	DESCRIPTION	DETAIL REFERENCE
P1	CONCRETE PAVEMENT, 4"	2 SHEET LA501
P2	CONCRETE BARRIER CURB	3 SHEET LA501
P3	ASPHALT PATCH	6 SHEET LA501
P4	CRUSHED STONE PAVEMENT	8 SHEET LA501
P5	CONCRETE MEDIAN TERMINAL	4&5 SHEET LA501
P6	MEDIAN CUT-THROUGH	12 SHEET LA501
P7	ASPHALT PAVEMENT - OVERLAY	7 SHEET LA501
P8	CONCRETE CURB RAMP	3 SHEET LA502
P9	CONCRETE MEDIAN - CURB AND GUTTER	4 LA501
P10	CONCRETE MEDIAN - BARRIER CURB	5 LA501
F1	LIMESTONE BLOCK WALL	10 SHEET LA501
F2	TIMBER BENCH	11 SHEET LA501
F3	GATEWAY MONOLITH	SHEET LA504
S1	SIGN, X-WALK WARNING	2 SHEET LA502
S2	PAVEMENT MARKING, X-WALK	9 SHEET LA501
L1	LAWN	SEE LANDSCAPE PLAN
L2	PLANT BED	SEE LANDSCAPE PLAN
U1	NEW LIGHT FIXTURE	SEE ELECTRICAL SHEETS
U2	ELECTRICAL PANEL	SEE ELECTRICAL SHEETS

PREPARED BY:

REA
RUNDELL ERNSTBERGER ASSOCIATES

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202
P 317.263.0127 / REASITE.COM

PREPARED FOR:

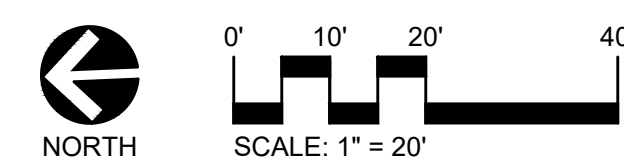
CITY OF BLOOMINGTON

PAULA MCDEVITT - DIRECTOR
CITY OF BLOOMINGTON, PARKS AND RECREATION
401 N MORTON ST, SUITE 250, BLOOMINGTON, IN 47404
P 812-349-3711 / mcdevitt@bloomington.in.gov

CONSULTANT:

PROJECT:

BLOOMINGTON GATEWAYS PHASE 1
BLOOMINGTON, INDIANA
BID SET
CONSTRUCTION DOCUMENTS



REVISIONS:

NO.	BY	DESCRIPTION	DATE

THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM PREPARED BY REA FOR THIS PROJECT ARE INSTRUMENTS OF SERVICE AND MAY BE USED SOLELY WITH RESPECT TO THIS PROJECT. THE DOCUMENTS MAY NOT BE REPRODUCED OR MODIFIED BY A THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF REA. AUTHORIZED USE OF ELECTRONIC MEDIA OR FILE DOES NOT GUARANTEE THAT THESE FILES CONTAIN COMPLETE AND ACCURATE INFORMATION. IN ORDER TO INSURE THE ACCURACY OF THE INFORMATION CONTAINED AND THAT NO CHANGES OR MODIFICATIONS HAVE BEEN MADE, THESE FILES MUST BE COMPARED TO THE PROJECT'S CONTRACT DOCUMENTS WITH STAMPED AND SEALED CERTIFICATION AND APPLICABLE APPROVED MODIFICATIONS.

DRAWING NAME:
SITE KEYNOTE PLAN

CERTIFICATION:

CECIL A. PENLAND II
REGISTERED
No. 21200004
STATE OF INDIANA
LANDSCAPE ARCHITECT

RE PROJECT #: 2022-1663
DATE: 06/07/23
DRAWN BY: KS
REVIEWED BY: JMM
DRAWING: **LA201**

© COPYRIGHT RUNDELL ERNSTBERGER ASSOCIATES, INC.




CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: _____

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: _____ E-MAIL: _____ COMPANY: _____ ADDRESS: _____ CITY, STATE, ZIP: _____ 24-HR EMERGENCY CONTACT NAME: _____ 24-HR CONTACT PHONE #: _____ INSURANCE #*: _____ COMPANY: _____ BOND #*: _____ COMPANY: _____ <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	D. TRAFFIC CONTROL DEVICES*: <input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
SUBCONTRACTOR INFORMATION (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____ <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	 TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.
H. INDEMNIFICATION AGREEMENT: The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: _____ SIGNATURE: _____ DATE: _____	

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Alley Right-of-Way Vacation – Hopewell West Development
Proposing to Vacate Existing North-South and East-West
Alleys

Petitioner/Representative: Engineering Department

Staff Representative: Scott Robinson, Director Planning and Transportation

Date: 09/08/2023

Report: As part of the redevelopment of the former Hopewell site, two platted alleys at the southwest corner of 2nd and Rogers Streets are to be vacated to allow for orderly design of new ROWs, alleys, and development parcels. The alleys have most recently been utilized by IU Health as part of a parking lot. The Hopewell West project area is generally bounded by 2nd Street to the north, 1st Street to the south, Rogers Street to the east, and the location of a future Fairview Street connection to the west. Both platted alleys are 12 feet wide. The east-west platted alley will be replaced by a 20 foot wide alley slightly to the south of the existing platted location. The north-south platted alley would be replaced in the area south of the east-west platted alley by a pedestrian easement. The project also plans to extend Jackson Street from 2nd Street to 1st Street. While the vacation of ROW is a City Council decision it has been the standard practice to present the vacations for BPW consideration prior to requesting the vacation from Council. The project seeks BPW opinion on the proposed ROW vacations.

The Bloomington Redevelopment Commission represented by Crossroad Engineers on this request has agreements to purchase the lands bordering the alleys. All local utilities have been contacted. Only CBU has replied to date, with no comments.

The alley vacations requested are in line with the Bloomington Hospital Site Redevelopment Master Plan Report dated January 2021 that underwent a rigorous public engagement process. The east-west connection currently provided by the alleys will be remain slightly to the south of the existing alley. South of this alley, a pedestrian easement is proposed to continue to provide public pedestrian access from the alley to the park area to the south.



**City of Bloomington
Planning and Transportation Department**

PETITION FOR VACATION OF PUBLIC RIGHT-OF-WAY

Filing Date _____ Ordinance # _____
Filing Fee Paid _____ BPW Resolution # _____

1st Reading _____
Committee _____
Final Hearing _____

Address of Property 601 W 2nd Street

Applicant's Name Redevelopment Commission - City of Bloomington

Address 401 N Morton Street Phone 812-349-3913

E-Mail _____

Counsel or Consultant Andrew Wolf - CrossRoad Engineers, P.C.

Address 115 N 17th Ave, Beech Grove, IN 46107 Phone 317-780-1555 x124

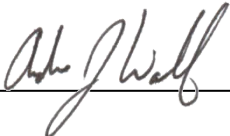
E-Mail awolf@crossroadengineers.com

This application must be accompanied by all required submittals as stated in the information packet for vacation of public right-of-way. Staff reserves the right to schedule hearing dates for petitions subject to complete submittals. Notices to adjacent property owners should not be mailed until hearing dates have been confirmed.

_____ The undersigned agree that the applicant will notify all adjacent property owners by certified mail at the applicant's expense.

I (we) further agree that the applicant will cause a legal notice of this application to be published in a paper having general circulation in Bloomington at the applicant's expense.

I (we) certify that all foregoing information is correct and that I (we) are the owners (legal agents for owners) of property adjacent to the proposed vacation of public right-of-way which is the subject of this application.

Signature: 

ATTACHMENT A

UTILITIES AND CITY SERVICES TO BE NOTIFIED OF VACATION REQUESTS

Board of Public Works [Adam Wason](#)
812-349-3410
Director
P.O. Box 100
Bloomington, IN 47402

Fire & Ambulance [Chief](#)
812-332-9763
Fire Chief
P.O. Box 100
Bloomington, IN. 47402

[REDACTED] [CenterPoint](#)
812-330-4008
1-800-666-2853
Superintendent
205 S. Madison St.
P.O. Box 966
Bloomington, IN. 47402

Duke Energy Brandon.Wilson2@duke-energy.com
812-336-6371 [Brandon Wilson](#)
Manager
P.O. Box 1028
Bloomington, IN. 47402

Comcast [Scott Templeton](#)
812-332-4152 Scott_Templeton@comcast.com
2051 W. Vernal Pike
Bloomington, IN. 47401

Utilities Department
812-339-1444 (Ext. #206)
Utility Engineer
P.O. Box 100
Bloomington, IN 47402

Police Department [Chief Diekoff](#)
812-349-4477
Chief of Police
P.O. Box 100
Bloomington, IN 47402

TCI of Indiana, Inc.
812-332-9185
1600 W. 3rd St.
P.O. Box 729
Bloomington, IN 47402

AT&T Indiana Bell am5495@att.com
812-334-4597 [Andy Mullis - Need to check](#)
Engineering Dept.
4517 E. Indiana Bell Ct.
Bloomington, IN 47402

ITS
812-349-3454
Director
P.O. Box 100
Bloomington, IN 47402

August 15, 2023

Planning & Transportation Department
City of Bloomington, Indiana



Re: Hopewell West – Alley Vacation: Pre-Petition Review Request

To Whom It May Concern,

As part of the Petition for the Vacation of a Public Right-of-Way, we are providing this letter to serve as a pre-petition review request for the Planning and Transportation Department's use and reference.

The exhibit of alley and legal description can be found on the attached page.

The subject alley right-of-way was previously used by IU Health hospital as a parking lot and the property will be transferred to the City of Bloomington RDC to be used as part of a new development called Hopewell West later this calendar year. As part of the property transaction, the site has been demolished and now sits as undeveloped land.

This site is part of the Transform Redevelopment Overlay (TRO) and the site has achieved Primary Plat approval on July 10, 2023. In order to complete the platting process and meet the requirements of the TRO the old alley rights-of-way need vacated. New alley rights-of-way are established in conformance with the TRO.

In addition to the public discussion at the July 10th Plan Commission meeting regarding the Primary Plat, the alley vacations requested are in line with the Bloomington Hospital Site Redevelopment Master Plan Report dated January 2021 that underwent a rigorous public engagement process. The act of vacating this alley right-of-way will not in any way negatively impact the site and will allow the development of the Hopewell West site to meet all established guidelines and new alley requirements as part of the TRO. There are no other properties or property owners that this vacation will impact. All utilities on this site have been disconnected and removed as part of the demolition process.

If you have any questions or need additional information, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew J. Wolf", is positioned above the typed name.

Andrew J. Wolf, PE
317-780-1555 x124

awolf@crossroadengineers.com

ALLEY VACATION EXHIBIT
 A PART OF ST. CLAIR'S SUBDIVISION
 OF PARTS OF SEMINARY LOTS 37 AND 46,
 BLOOMINGTON, MONROE CO., INDIANA
 JOB No. 11335

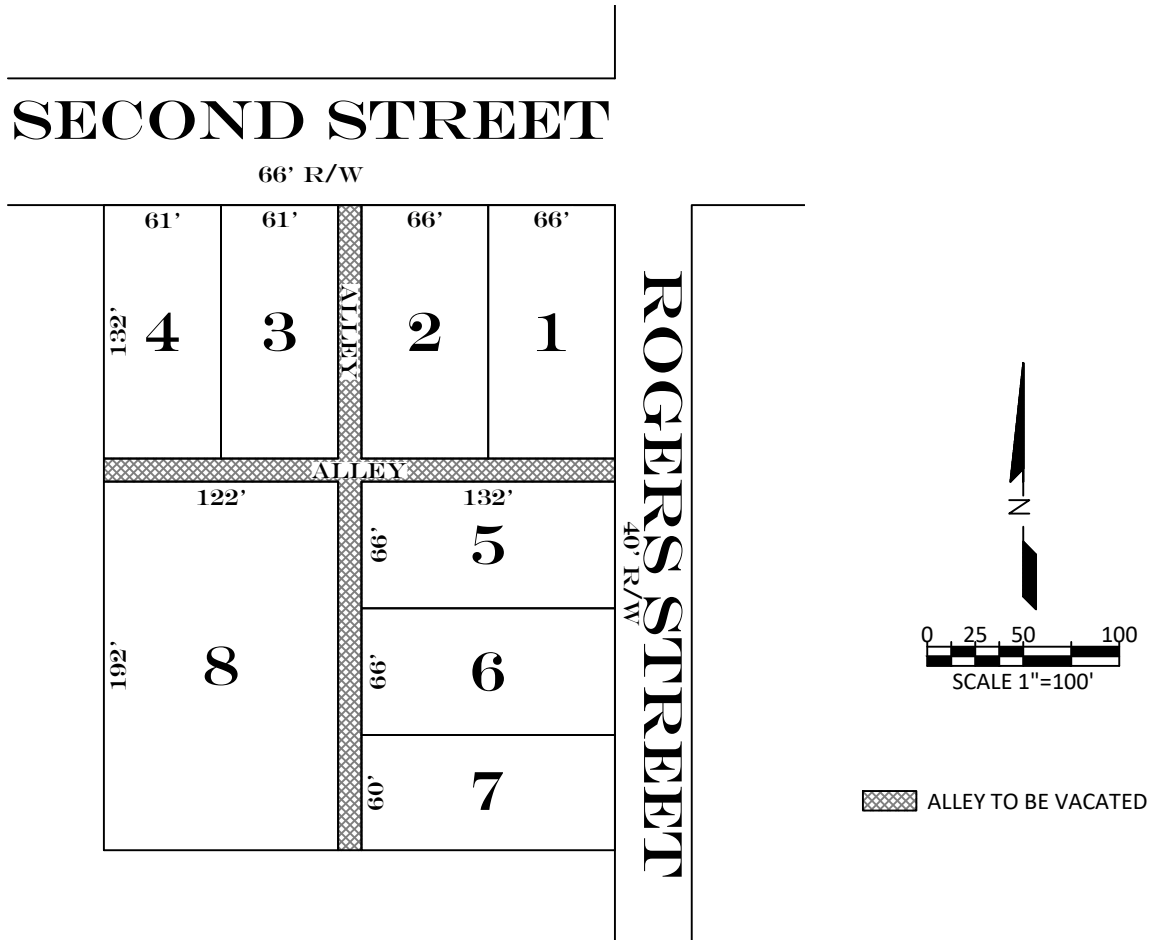
Owners Name: Bloomington Hospital, Inc.,
 DB 364 Page 240, Inst# 2004018581, Inst# 2010019969

Alleys to be vacated:

A part of St. Clair's Sub-division of parts of Seminary Lots 37 and 46 as shown on the plat found in Plat Cabinet B, Envelope 9 in the Monroe County Recorder's Office and described as:

The entirety of the north/south alley lying west of Lots 2, 5, 6 and 7.

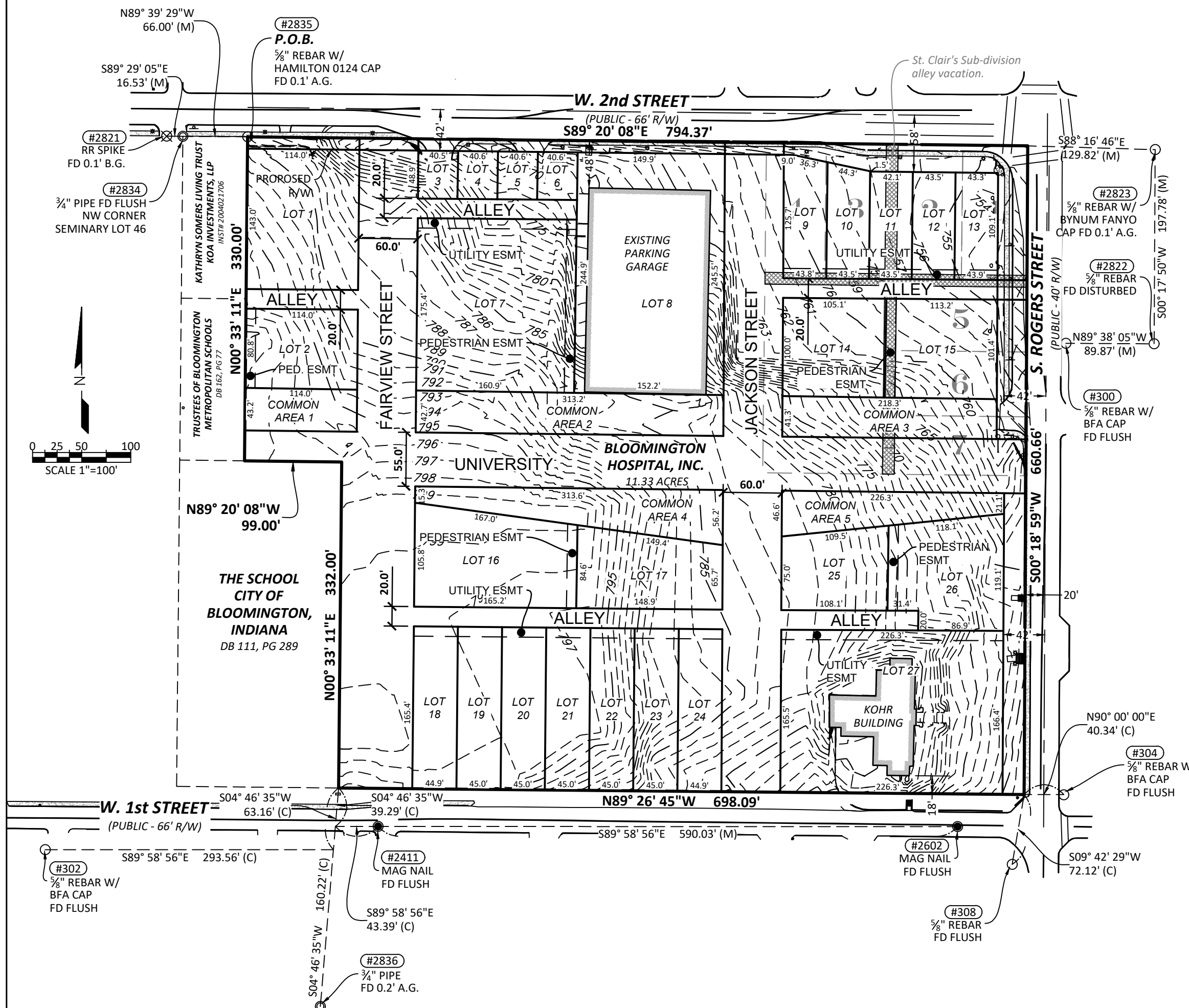
Also, the entirety of the east/west alley lying south of Lots 1, 2, 3 and 4.



S:\Jobs\11300-11399\11335 HOPEWELL WEST (2ND & ROGERS, BLGTM)\DRAW\C3D\11335_VACATION.dwg

HOPEWELL WEST SUBDIVISION - PRIMARY PLAT

A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 1 WEST MONROE COUNTY, INDIANA



LEGEND:	
---	ROAD CENTERLINE
---	LINE NOT TO SCALE
●	5/8" REBAR WITH CAP "BRCJ, INC 6892 IN"
○	IRON PIPE FOUND AS NOTED
○	REBAR FOUND AS NOTED
⊗	RAILROAD SPIKE FOUND AS NOTED
●	MAG NAIL FOUND AS NOTED
R/W	RIGHT-OF-WAY
C/L	CENTERLINE
A.G.	ABOVE GROUND
B.G.	BELOW GROUND
FD	FOUND
XXXX	ADDRESS

OWNER/DEVELOPER:
Bloomington Hospital, Inc.
XXXX N. XXXX Road
Bloomington, IN 4740X
Phone: 812-

RECORD INFORMATION:
Bloomington Hospital, Inc.
DB 364, PG 240, INST# 2004018581,
INST# 2010019969
53-08-05-100-057.000-009,
53-08-05-100-058.000-009,
53-08-05-100-059.000-009,
53-08-05-100-119.000-009,
53-08-05-100-120.000-009,
53-08-05-100-127.000-009,
53-08-05-100-132.000-009,
53-08-05-115-012.000-009

TRANSFORM REDEVELOPMENT OVERLAY (TRO) SETBACKS:
FRONT = 0 TO 15 FEET
SIDE = 0 FEET (5' ABUTTING RESIDENTIAL ZONING)
REAR = 0 FEET (25' ABUTTING RESIDENTIAL ZONING)

FLOOD ZONE:
PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.) PER FEMA FLOOD INSURANCE RATE MAP NUMBER 18105C0141D, DATED DECEMBER 17, 2010.

NOTES:

- FIELD WORK PERFORMED MAY 3-12, 2023.
- ALL REBAR SET ARE 5/8" INCH WITH YELLOW PLASTIC CAP STAMPED "BRCJ, INC 6892 IN" THIS SURVEY IS THE MONROE COUNTY ZONE OF THE INDIANA GEOSPACIAL COORDINATE SYSTEM (INGCS), NAD83 (2011).
- ALL LOTS, NUMBERED 1 THROUGH 8, AND ALL ALLEYS SHOW ON THE PLAT OF ST. CLAIR'S SUB-DIVISION OF PARTS OF SEMINARY LOTS 37 AND 46 AND AS FOUND IN PLAT CABINET B, ENVELOPE 9 IN THE MONROE COUNTY RECORDER'S OFFICE ARE HEREBY VACATED.

LEGAL DESCRIPTION

A part of Seminary Lots 37 and 46 and St. Clair's Subdivision of parts of Seminary Lots 37 and 46 in the City of Bloomington, Monroe County, Indiana, and more particularly described by Christopher L. Porter, LS21200022, on May 15, 2023, as part of Bledsoe Riggert Cooper James, Inc. Job Number 11335, as follows:

Commencing at a 3/4-inch diameter iron pipe marking the northwest corner of Seminary Lot 46; thence along the north line of said Lot 46 SOUTH 89 degrees 39 minutes 29 seconds EAST a distance of 66.00 feet to a 5/8-inch diameter rebar with cap and the Point of Beginning; thence continuing along said north line SOUTH 89 degrees 20 minutes 08 seconds EAST a distance of 794.37 feet to the northeast corner of Lot 1 of St. Clair's Subdivision as recorded in Plat Book 15, Page 65 in the Monroe County Recorder's office and the west right of way line of Rogers Street; thence along said right of way line SOUTH 00 degrees 18 minutes 59 seconds WEST a distance of 660.66 feet to the north right of way line of First Street; thence along said right of way line NORTH 89 degrees 26 minutes 45 seconds WEST a distance of 698.09 feet to the east line of Deed Book 111, Page 289 in said Recorder's office; thence along the east line of said Deed Book NORTH 00 degrees 33 minutes 11 seconds EAST a distance of 332.00 feet; thence NORTH 89 degrees 20 minutes 08 seconds WEST a distance of 99.00 feet to the southeast corner of Deed Book 162, Page 77; thence along the east line of said Deed Book and the east line of Instrument Number 2004021706 NORTH 00 degrees 33 minutes 11 seconds EAST a distance of 330.00 feet to the point of beginning, containing 11.33 acres, more or less.

This description includes the platted alleys in St. Clair's Subdivision. Said alleys may not have been vacated at the time this description was prepared.

REPORT OF SURVEY

In accordance with Title 865, 1-12-1 through 1-12-30 of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- Reference monuments of record
- Title documents of record
- Evidence of active lines of occupation
- Relative Positional Accuracy "RPA"

The Relative Positional Accuracy "RPA" (due to random errors in measurement) of this survey is within that allowable for an Urban survey (0.07 feet (21 millimeters) plus 50 parts per million) as defined in IAC, Title 865 ("Relative Positional Accuracy" means the value expressed in feet or meters that represents the uncertainty due to random errors in measurements in the location of any point on a survey relative to any other point on the same survey at the 95 percent confidence level).

In regard to "ACTIVE LINES OF OCCUPATION", point (c) above: ACTIVE refers to lines which are marked by visible, obvious, well defined and maintained, man-made or placed objects, such as, but not limited to, fences, hedges and retaining walls. The uncertainty cited for a line of occupation is general in nature and is NOT intended to be specific for every point along the line. Therefore, portions of the occupation line may vary from the surveyed line by a distance greater or less than uncertainty cited in this report.

This is a partial Retracement Survey and an Original Survey performed at the request of the City of Bloomington Redevelopment Commission.

The property is currently in the name of Bloomington Hospital, Inc (Deed Book 364, Page 240, Instrument No. 2004018581 and Instrument Number 2010019969).

The field work was performed May, 2023.

- SURVEYS & PLATS OF RECORD:**
- ALTA/NSPS Land Title Survey for Indiana University Health, Inc. by Terry D. Wright, Hamilton Designs Job Number 2018-147, dated May 25, 2018, provided by Indiana University Health, Inc.
 - Plat of Seminary Square and Lots, found in Plat Cabinet B, Envelope 5 in the Monroe County Recorder's office.
 - Plat of St. Claire's Subdivision of Parts of Seminary Lots 37 and 46, found in Plat Cabinet B, Envelope 9 in said Recorder's office.
 - Survey of Seminary Lots 11, 12, 13, 14 and Part of Lot 10 and Part of Seminary Lot 37 by Charles D. Graham, found recorded as Instrument Number 2021024040 in said Recorder's Office.

- MONUMENTS FOUND:**
- A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown as number 500 on the Graham survey.
 - A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown on the Hamilton survey as the northwest corner of Tract 6, PCL 3 per Deed Record 371, Page 479.
 - A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown as number 504 on the Graham survey.
 - A 5/8-inch diameter rebar with illegible cap was found flush with grade. The origin of this monument is unknown.
 - A railroad spike was found 0.1 foot below grade. The origin of this monument is unknown.
 - A 5/8-inch diameter rebar was found disturbed. This monument is shown as number 501 on the Graham survey.
 - A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found 0.1 foot above grade. This monument is shown as number 502 on the Graham survey.
 - A 3/4-inch diameter iron pipe was found flush with grade and accepted as the northwest corner of Seminary Lot 46 per survey 1.
 - A 5/8-inch diameter rebar with Hamilton 0124 cap was found 0.1 foot above grade and accepted as the northwest corner of Instrument Number 2004018581 per survey 1.
 - A 3/4-inch diameter iron pipe was found 0.2 feet above grade. This monument is shown on the Hamilton survey as the southeast corner of Tract 6, PCL 2 per Deed Record 371, Page 478.

DEED ANALYSIS:
No discrepancies were found when comparing the legal descriptions for the western adjoiners with the Bloomington Hospital, Inc. descriptions.

ESTABLISHMENT OF LINES AND CORNERS:
Monument 2835 as held for the geometry shown on the Hamilton survey. Said geometry was then rotated to monument 2836 to establish the perimeter lines of the Bloomington Hospital, Inc. parcels.

As a result of the above observations, it is my opinion that the uncertainties in the location of the lines and corners established on this survey are as follows:

Due to Availability and condition of reference monuments: Up to 1.5 feet when comparing the distance between monuments 2835 and 2836 calculated per the Hamilton survey with the measured distance.

Due to Occupation or possession lines: No discrepancies noted.

Due to Clarity or ambiguity of the record description used and of adjoiners' descriptions and the relationship of the lines of the subject tract with adjoiners' lines: No discrepancies noted.

OWNER CERTIFICATION

Bloomington Hospital, Inc., Owner of the real estate shown and described herein, does hereby certify, layoff, and plat (X) tracts, numbered X-X.

Rights-of-way not heretofore dedicated are hereby dedicated to Monroe County, Indiana. In accordance with this plat and certificate, this plat shall be known as HOPEWELL WEST Subdivision.

IN WITNESS WHEREOF, the undersigned Owner set their hand and seal this ____ day of _____, 2023.

Bloomington Hospital, Inc.

STATE OF INDIANA COUNTY OF MONROE
Before me, a Notary Public in and for said County and State, personally appeared Bloomington Hospital, Inc., owner, who acknowledged the execution of the above referenced plat, to be their voluntary act for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public (Signature)

Notary Public (Printed Name)

My Commission Expires: _____

My County of Residence: _____

PLAN COMMISSION AND BOARD OF PUBLIC WORKS
Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

APPROVED BY THE PLAT COMMITTEE AT A MEETING HELD: _____, 2023

Director of Planning & Transportation Department

SURVEYOR'S CERTIFICATION

This survey was executed according to survey requirements contained in Section 1 through 19 of 865 IAC 1-12.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 26th day of June, 2023.

Christopher L. Porter
Professional Surveyor No. LS21200022
State of Indiana



Revised 7-21-2023: Updated street right of way and proposed lot lines.

PRELIMINARY PLAT NOTE:

1. Site was an active demolition project when field work was performed. Contours are shown based on an AutoCAD file by DLZ, provided by The City of Bloomington, and represent proposed elevations at 1 foot intervals.

Bledsoe Riggert Cooper James

BRCJ

LAND SURVEYING • CIVIL ENGINEERING • GIS

1351 West Tapp Road Bloomington, Indiana 47403
Phone: 812-336-8277 Email: cporter@brjcivil.com

PLAT DATED: July 31, 2023 JOB # 11335



Board of Public Works

Staff Report

Project/Event: Request for acceptance of Ridgefield Subdivision Section V, Phase 1 - Sidewalk and Curb Ramp Modifications Public Improvement Bond

Petitioner/Representative: Bill Riggert – Bledsoe Riggert Cooper James & Bob Shaw - Developer

Staff Representative: [Maria McCormick](#)

Date: September 12, 2023

Report:

Bill Riggert with Bledsoe Riggert Cooper James Civil Engineering and Bob Shaw Ridgefield Developer are requesting approval of the Public Improvement Bond Estimate for Ridgefield Subdivision – Section V, Phase 1 Sidewalk and Ramp Modifications. The secondary plat was approved on July 2, 2009. The sidewalks and curb ramps that were initially installed in this development did not meet city acceptance standards. This bond covers the costs for replacement of public improvements for this phase of the development including – sidewalks & curb ramps with detectable warnings. This bond estimate has been reviewed and approved by Engineering Department staff at a value of \$ 95,600.00

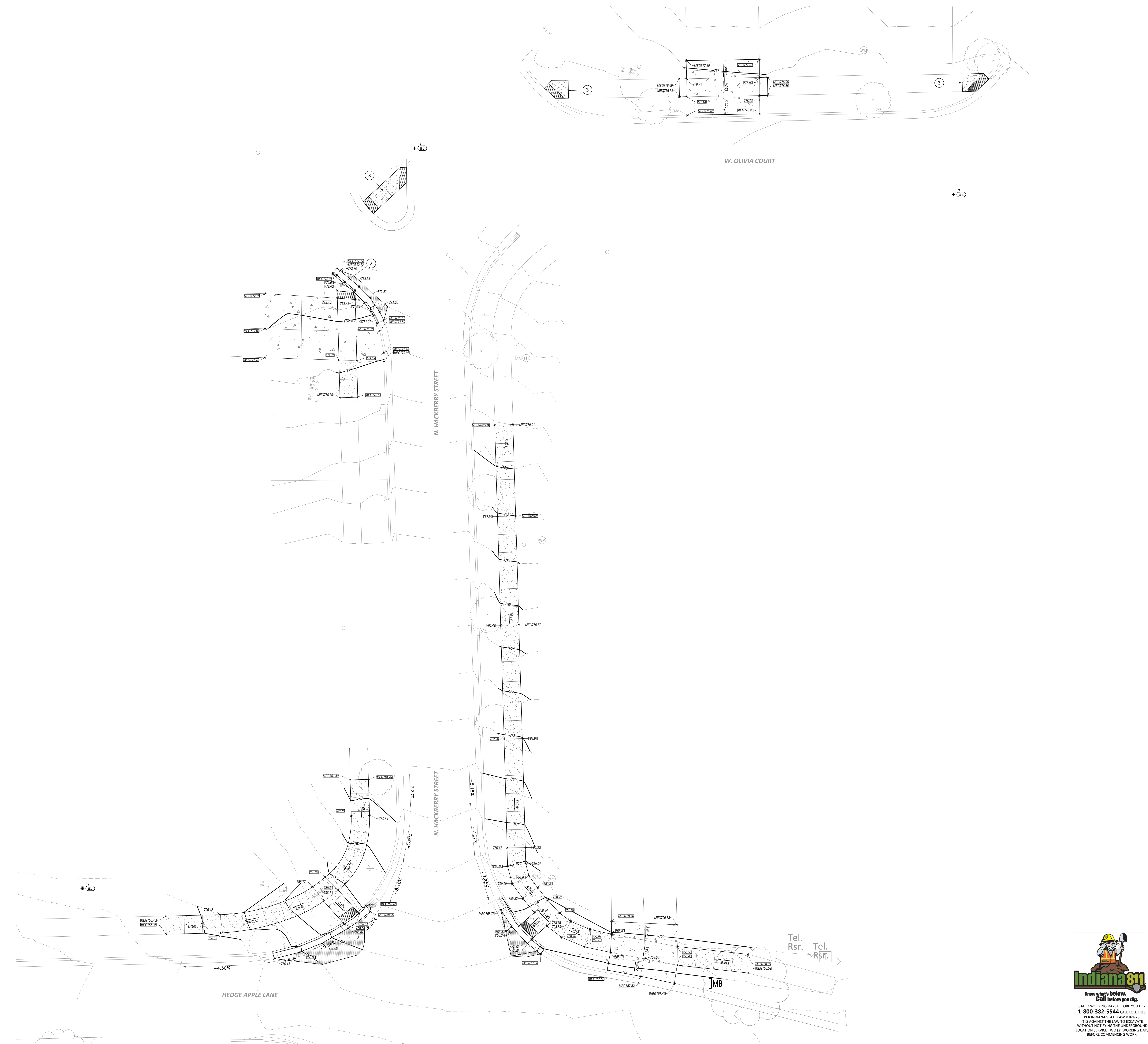
Ridgefield Subdivision - Sidewalk and Ramp Modifications

BRCJ 6015

North Prow Road, Bloomington, Indiana

June 9, 2023
Revision 1 July 21, 2023
Revision 2 August 24, 2023

Engineer's Estimate for Public Improvement Bond	Quantity	Units	Unit Price	Amount
202-02240 Pavement Removal - Sidewalk and Driveway	572	SYS	15.30	8,751.60
202-02278 Curb, Concrete, Remove	140	LFT	13.06	1,828.40
301-12234 Compacted Aggregate No. 53	78	CYS	49.18	3,836.04
306-08034 Milling, Asphalt, 1-1/2 IN.	29	SYS	1.70	49.30
402-07452 HMA Wedge and Level	3	TON	242.41	727.23
604-06070 Sidewalk and Driveway, Concrete	550	SYS	60.13	33,071.50
604-08086 Curb Ramp, Concrete	22	SYS	171.35	3,769.70
604-12083 Detectable Warning Surfaces	8	SYS	238.97	1,911.76
605-97937 Curb and Gutter, Roll Curb	140	LFT	38.49	5,388.60
611-06497 Mailbox Assembly, Single	1	EA	175.00	175.00
621-06550 Mulched Seeding, P	6164	SYS	2.23	13,745.72
621-06570 Topsoil	40	CYS	54.89	2,195.60
715-05756 Pipe Extension, Circular, 21.IN.	16	LFT	65.50	1,048.00
Anticipated Cost			Subtotal	76,498.45
Bond Contingency			25%	19,124.61
			Total	95,623.06
Total Bond Value				95,600



GENERAL NOTES

- A. GRADE ALL AREAS TO THE FINISH GRADES SHOWN.
- B. CONTRACTOR TO VERIFY FIELD CONDITIONS WITH RESPECT TO THE PROPOSED GRADING PLANS AND NOTIFY ENGINEER OF ANY AND ALL DISCREPANCIES PRIOR TO BEGINNING WORK.
- C. INSTALL AND MAINTAIN EROSION CONTROL DEVICES AS REQUIRED AND WHERE NECESSARY TO CONTROL SEDIMENT.
- D. CONTRACTOR SHALL PREVENT SURFACE WATER AND GROUND WATER FROM ENTERING EXCAVATIONS, FROM PONDING ON PREPARED SUBGRADES AND FROM FLOODING PROJECT SITE AND SURROUNDING AREAS. PROTECT SUBGRADES FROM SOFTENING, UNDERMINING, WASHOUT AND DAMAGE BY RAIN OR WATER ACCUMULATION. THIS WILL REQUIRE SUPPLEMENTAL GRADING ABOVE AND BEYOND THAT SHOWN.
- E. CONTRACTOR SHALL ADJUST ALL CASTINGS TO FINISHED GRADE.
- F. CONTRACTOR SHALL ESTABLISH FINISH GRADES TO ENSURE POSITIVE DRAINAGE WITH NO PONDING.
- G. LONGITUDINAL SIDEWALK SLOPE SHALL NOT EXCEED 5% UNLESS NOTED OTHERWISE. TRANSVERSE SIDEWALK SLOPE SHALL NOT EXCEED 2%.
- H. SPOT GRADES GIVEN AT THE FACE OF CURB INDICATE PAVEMENT EDGE/CURB INTERFACE (FLOW LINE) ELEVATION UNLESS NOTED OTHERWISE. BOTTOM OF WALL ELEVATIONS INDICATE WHERE FINISH GRADE AND WALL MEET.
- I. ALL SLOPES 3:1 OR GREATER TO BE COVERED WITH NORTH AMERICAN GREEN S150N EROSION CONTROL BLANKET OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

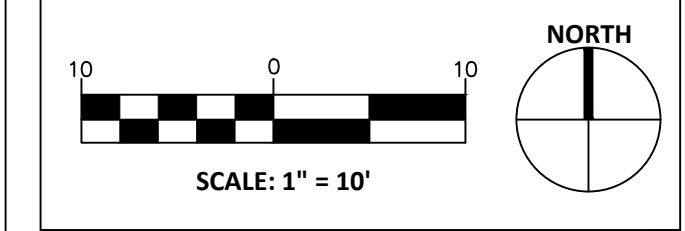
PLAN NOTES

- 1. ADD DETECTABLE WARNING ELEMENT - DETECTABLE WARNINGS TO COMPLY WITH CITY APPROVED MATERIAL LIST
- 2. RELOCATE EXISTING MAIL BOX.
- 3. WORK COMPLETE - SIDEWALK PANELS REPLACED AND DETECTABLE WARNING ELEMENTS ADDED



**RIDGEFIELD SUBDIVISION
SIDEWALK AND RAMP
MODIFICATIONS**
BLOOMINGTON, INDIANA
BRCJ Project No: 6015

**SITE IMPROVEMENT AND
GRADING PLAN**



Date: 08-24-2023 Issue: ISSUED FOR CITY REVIEW

REVISION SCHEDULE

Rev. #	Rev. Description:	Issue Date

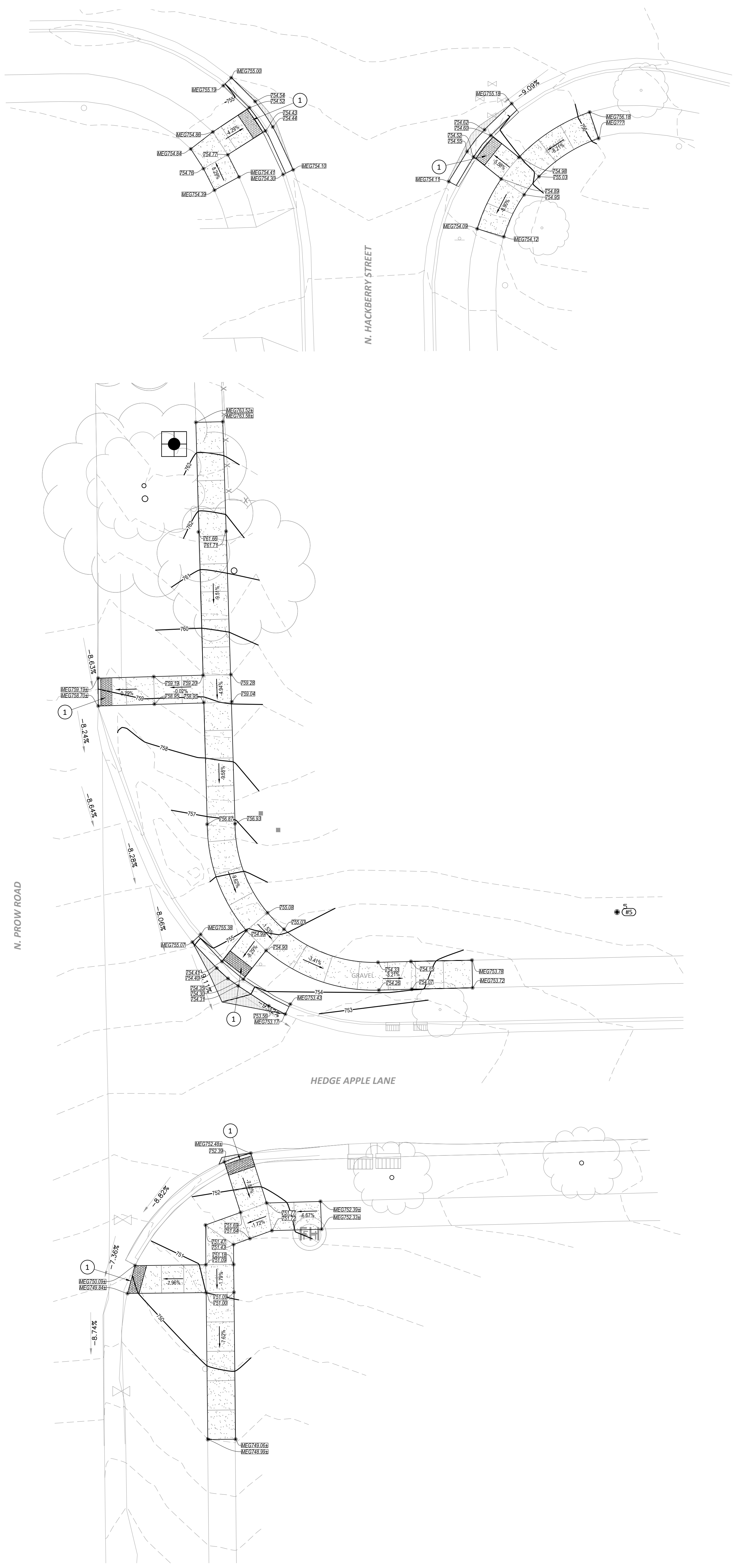
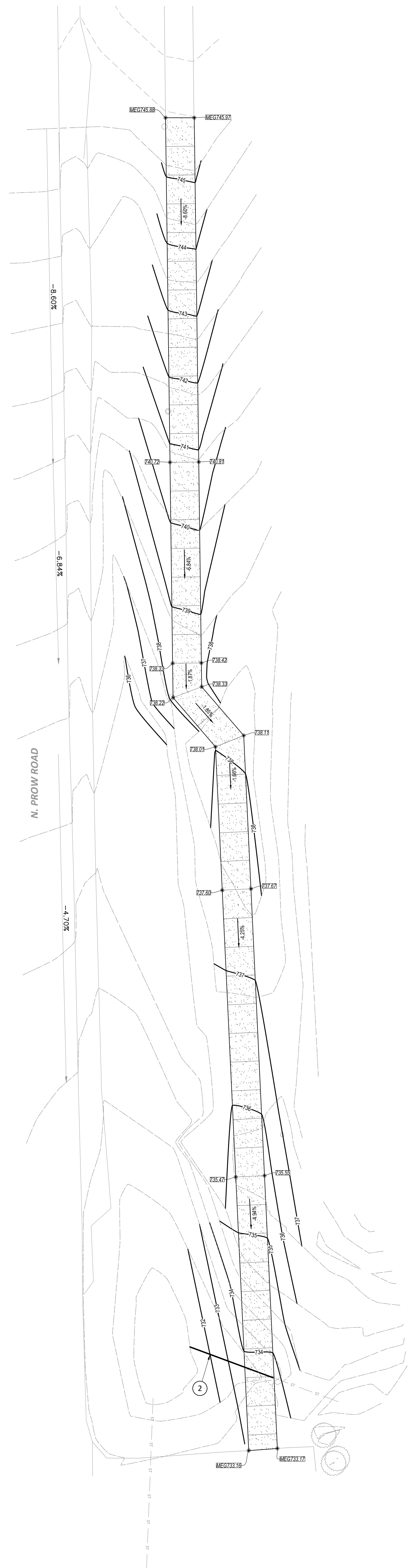
LEGEND

- PROPOSED CONTOURS
- - - EXISTING CONTOURS
- SPOT ELEVATION
- MEG MATCH EXISTING GRADE
- [Pattern] LIMITS OF ASPHALT PAVEMENT - MILL, WEDGE, AND LEVEL
- [Pattern] LIMITS OF STANDARD DUTY CONCRETE PAVING
- [Pattern] LIMITS OF HEAVY DUTY CONCRETE PAVING



Drawn By: DLN
Designed By: DLN
Checked By: WSR

C001



GENERAL NOTES

- A. GRADE ALL AREAS TO THE FINISH GRADES SHOWN.
- B. CONTRACTOR TO VERIFY FIELD CONDITIONS WITH RESPECT TO THE PROPOSED GRADING PLANS AND NOTIFY ENGINEER OF ANY AND ALL DISCREPANCIES PRIOR TO BEGINNING WORK.
- C. INSTALL AND MAINTAIN EROSION CONTROL DEVICES AS REQUIRED AND WHERE NECESSARY TO CONTROL SEDIMENT.
- D. CONTRACTOR SHALL PREVENT SURFACE WATER AND GROUND WATER FROM ENTERING EXCAVATIONS, FROM PONDING ON PREPARED SUBGRASSES AND FROM FLOODING PROJECT SITE AND SURROUNDING AREAS. PROTECT SUBGRASSES FROM SOFTENING, UNDERMINING, WASHOUT AND DAMAGE BY RAIN OR WATER ACCUMULATION. THIS WILL REQUIRE SUPPLEMENTAL GRADING ABOVE AND BEYOND THAT SHOWN.
- E. CONTRACTOR SHALL ADJUST ALL CASTINGS TO FINISHED GRADE.
- F. CONTRACTOR SHALL ESTABLISH FINISH GRADES TO ENSURE POSITIVE DRAINAGE WITH NO PONDING.
- G. LONGITUDINAL SIDEWALK SLOPE SHALL NOT EXCEED 5% UNLESS NOTED OTHERWISE. TRANSVERSE SIDEWALK SLOPE SHALL NOT EXCEED 2%.
- H. SPOT GRADES GIVEN AT THE FACE OF CURB INDICATE PAVEMENT EDGE/CURB INTERFACE (FLOW LINE) ELEVATION, UNLESS NOTED OTHERWISE. BOTTOM OF WALL ELEVATIONS INDICATE WHERE FINISH GRADE AND WALL MEET.
- I. ALL SLOPES 3:1 OR GREATER TO BE COVERED WITH NORTH AMERICAN GREEN S8150N EROSION CONTROL BLANKET OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S INSTRUCTIONS.

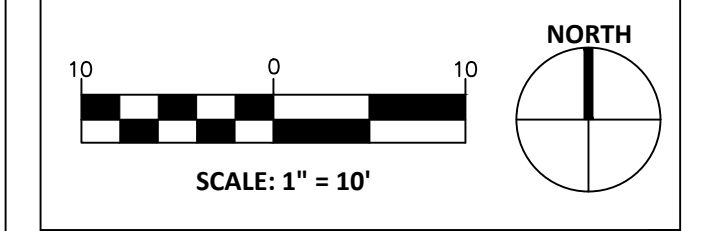
PLAN NOTES ①

- 1. ADD DETECTABLE WARNING ELEMENT – DETECTABLE WARNINGS TO COMPLY WITH CITY APPROVED MATERIAL LIST
- 2. EXTEND THE 12" CPP CULVERT APPROXIMATELY 3'; ADD FILL AND REGRADE EMBANKMENT. MAXIMUM EMBANKMENT SLOPE TO BE 3:1. STABILIZE WITH EROSION CONTROL BLANKET, SEED AND MULCH.



**RIDGEFIELD SUBDIVISION
SIDEWALK AND RAMP
MODIFICATIONS**
BLOOMINGTON, INDIANA
BRCJ Project No: 6015

**SITE IMPROVEMENT AND
GRADING PLAN**



Date: 08-24-2023 Issue: ISSUED FOR CITY REVIEW

REVISION SCHEDULE

Rev. #	Rev. Description:	Issue Date

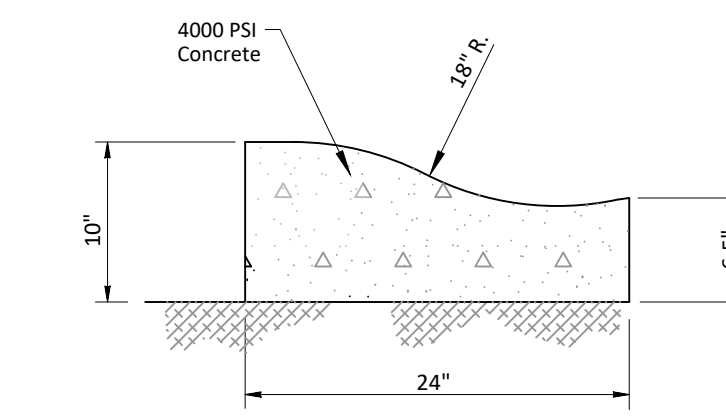
LEGEND

- PROPOSED CONTOURS
- - - EXISTING CONTOURS
- SPOT ELEVATION
- MEG MATCH EXISTING GRADE
- [Pattern] LIMITS OF ASPHALT PAVEMENT - MILL WEDGE, AND LEVEL
- [Pattern] LIMITS OF STANDARD DUTY CONCRETE PAVING
- [Pattern] LIMITS OF HEAVY DUTY CONCRETE PAVING



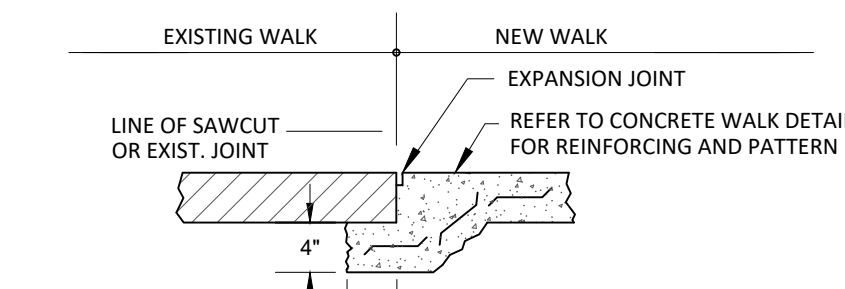
Drawn By: DLN
Designed By: DLN
Checked By: WSR

C002

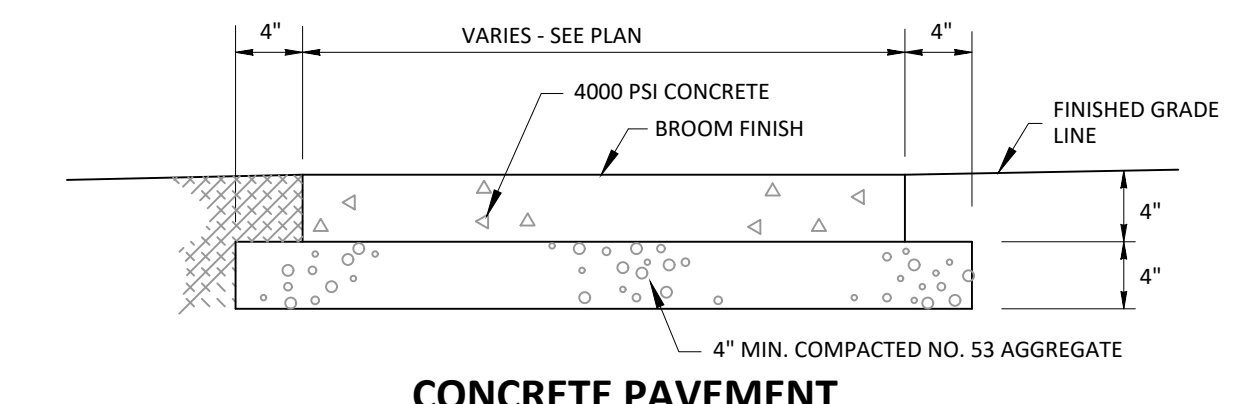


1. CURB SHALL HAVE 1/2" EXPANSION JOINTS @ 40'-0" MAX. AND @ ENDS OF RAD. CONTROL JOINTS @ 30'-0" MAX. UNLESS OTHERWISE NOTED.

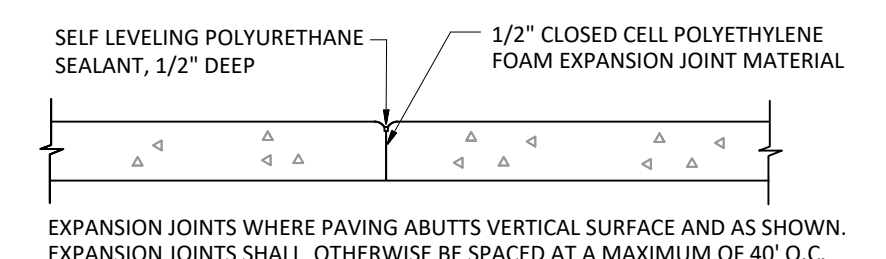
4 CONCRETE ROLL CURB



3 NEW CONCRETE TO EXISTING CONCRETE

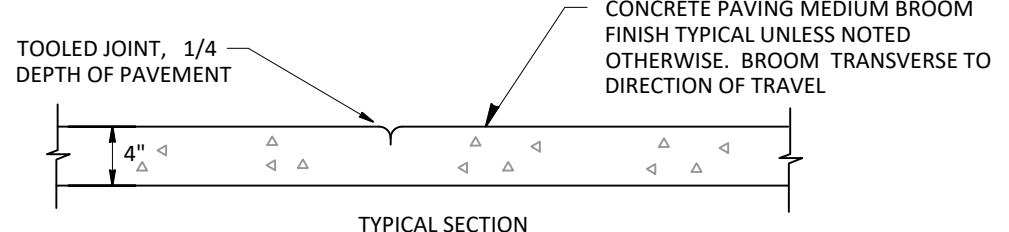


CONCRETE PAVEMENT



EXPANSION JOINTS WHERE PAVING ABUTTS VERTICAL SURFACE AND AS SHOWN. EXPANSION JOINTS SHALL OTHERWISE BE SPACED AT A MAXIMUM OF 40' O.C.

TYPICAL EXPANSION JOINT

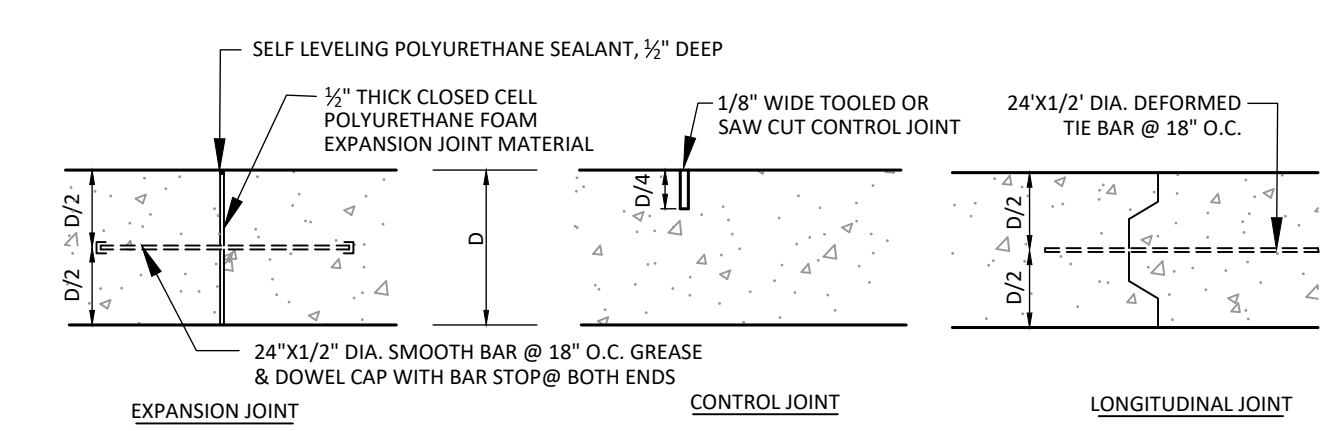


TYPICAL SECTION

TOOLED SCORE JOINTS SHALL BE SPACED 5' ON CENTER UNLESS OTHERWISE NOTED OR SHOWN.

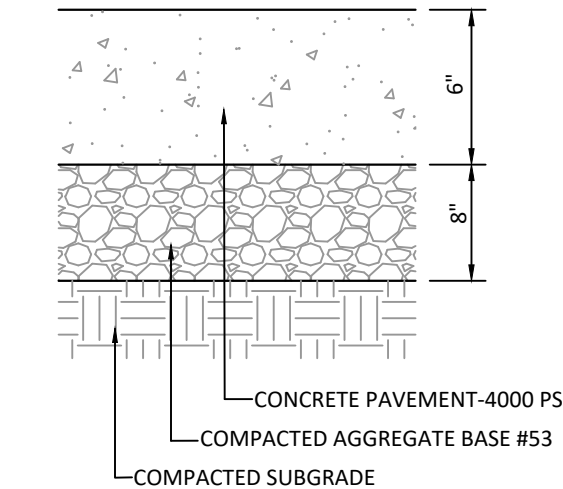
SIDEWALK LONGITUDINAL SECTION AND JOINT DETAIL

2 STANDARD DUTY CONCRETE PAVEMENT



NOTE: CONSTRUCT EXPANSION JOINTS WHERE INDICATED AT FIXED OBJECTS, INCLUDING CURBS, BUILDINGS AND LIGHT BASES AND CONTROL JOINTS AT 15' MAX. UNLESS OTHERWISE NOTED

CONCRETE JOINT DETAILS



1 HEAVY DUTY CONCRETE PAVEMENT



**RIDGEFIELD SUBDIVISION
 SIDEWALK AND RAMP
 MODIFICATIONS
 BLOOMINGTON, INDIANA
 BRCJ Project No: 6015**

SITE DETAILS

SCALE: NOT TO SCALE

Date: 08-24-2023 Issue: ISSUED FOR CITY REVIEW

REVISION SCHEDULE		
Rev. #	Rev. Description:	Issue Date

Drawn By: DLN
 Designed By: DLN
 Checked By: WSR

C003

RIDGEFIELD SUBDIVISION SECTION V PHASE 1

FINAL PLAT

PART OF THE E 1/2, NE 1/4, S20, T9N, R1W

2009011475 SPL \$20.00
07/02/2009 11:10:54A 1 PGS

Monroe County Recorder IN
Recorded as Presented

RECORDER'S STAMP

DULY ENTERED
FOR TAXATION

JUL 02 2009

Auditor Monroe County, Indiana

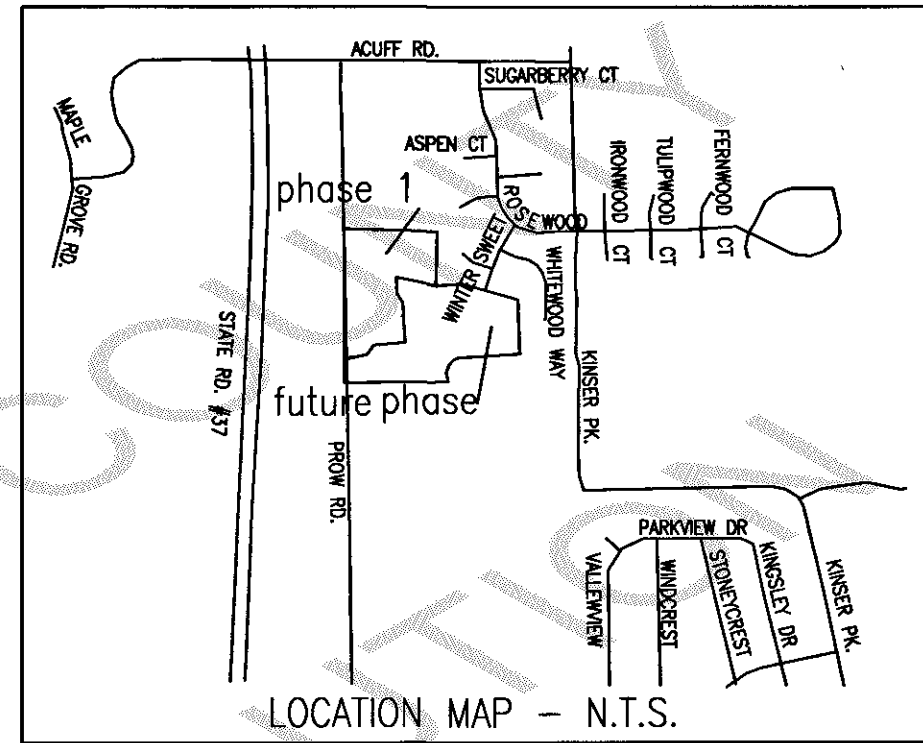
AUDITOR'S STAMP

SEE COV & RES + HOA

I affirm, under the penalties for perjury,
that I have taken reasonable care to
report each social security number in
this document, unless required by law.

Prepared for recording by
[Signature]

Authorized Agent of
Bledsoe Riggert & Guerrettaz, Inc.



Survey Description

A part of the East Half of the Northwest Quarter of Section 20, Township 9 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows:

COMMENCING at a 5/8-inch rebar marking the Northeast corner of the East half of the Northwest quarter of Section 20, Township 9 North, Range 1 West, Monroe County, Indiana; thence NORTH 88 degrees 50 minutes 11 seconds WEST along the North line of said East half (basis of bearings per a survey by Jess A. Gwinn, dated April 4, 1995 and recorded in Survey Book 3, page 539, in the Office of the Recorder, Monroe County, Indiana), 784.85 feet; thence leaving said North line SOUTH 00 degrees 16 minutes 32 seconds WEST, 1074.63 feet to the point of beginning, being a 5/8-inch rebar stamped "Smith Quillman" marking the Southeast corner of a parcel in the name of Bloomington Meadows as found in Deed Record 405, Page 569, in office of said Recorder, being also the Northwest corner of Ridgefield Phase 3, as recorded in Instrument #2002024220SPL, in the office of said Recorder; thence along said Phase 3 SOUTH 00 degrees 16 minutes 32 seconds WEST 285.47 feet; thence leaving said Phase 3 NORTH 76 degrees 25 minutes 08 seconds WEST, 172.15 feet; thence NORTH 84 degrees 02 minutes 26 seconds WEST 85.46 feet; thence SOUTH 00 degrees 49 minutes 39 seconds EAST 198.57 feet; thence SOUTH 36 degrees 17 minutes 51 seconds EAST 80.52 feet; thence SOUTH 00 degrees 49 minutes 39 seconds EAST 203.19 feet; thence NORTH 88 degrees 40 minutes 59 seconds WEST 125.24 feet; to the EAST right of way of dedicated street, thence along said right of way SOUTH 00 degrees 50 minutes 36 seconds EAST 45.27 feet to a curve concave NORTHEAST with a radius of 25.00 feet; thence along said curve 38.78 feet; thence leaving said EAST right of way SOUTH 00 degrees 13 minutes 35 seconds WEST 50.00 feet to the SOUTH right of way of dedicated street and a curve concave SOUTHWEST with a radius of 45.00 feet; thence along said curve 116.77 feet; thence leaving said SOUTH right of way NORTH 89 degrees 55 minutes 17 seconds WEST 166.42 feet to the WEST line of the EAST half of the NORTHWEST quarter of said Section 20; thence along said WEST line NORTH 00 degrees 04 minutes 43 seconds EAST, 707.18 feet; thence SOUTH 88 degrees 53 minutes 43 seconds EAST, 32.67 feet to a 5/8-inch rebar stamped "SNA" on the South line of said Bloomington Meadows parcel; thence SOUTH 88 degrees 53 minutes 43 seconds EAST along said SOUTH line, 506.93 feet to the point of beginning, containing 6.60 acres, more or less.

Owner's Certificate

The Undersigned, Robert V. Shaw, the owner of the above described real estate, does hereby layoff and plat the same into lots and streets in accordance with the plat certificate.

This plat shall be known and designated as Ridgefield Subdivision Section V Phase I Final Plat.

In Witness Whereof, Robert V. Shaw, has executed this instrument and caused his name to be subscribed thereto this 20th day of June, 2009.

Robert V. Shaw
Robert V. Shaw

State of INDIANA
County of MONROE

Affirmed and subscribed before me this 20th day of June, 2009, Robert V. Shaw appeared before me, to be the signers of the above instrument.

Michelle E. Yoda
Notary Public

My Commission expires Sept. 1, 2016

CERTIFICATE OF APPROVAL OF PLAN COMMISSION AND BOARD OF PUBLIC WORKS

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

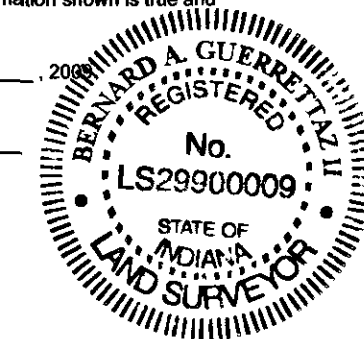
APPROVED BY THE BOARD OF PUBLIC WORKS AS A MEETING HELD

Charlotte Zietlow
Charlotte Zietlow, President

Frank N. Hrisomalos
DR. FRANK N. HRISOMALOS, MEMBER

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD (PLAT COMMITTEE 3/6/09)

Tom Micuda
TOM MICUDA, AICP
PLANNING DIRECTOR
Bill Stuebe
BILL STUEBE



OWNER:
ROBERT V. SHAW
2005 S. ROGERS ST. #59
BLOOMINGTON, IN 47403

PROJECT NO. 6015
PLAT DATE: JUNE 15, 2009
SHEET 1 OF 1

CURVE DATA TABLE

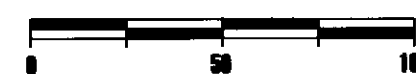
NUMBER	DELTA ANGLE	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	15°40'51"	S 82°31'42" E	350.00	95.79	95.49

LEGEND

- MAGNAIL OR SPIKE SET
- MAGNAIL OR SPIKE FOUND
- 5/8" REBAR WITH YELLOW CAP SET STAMPED BRG PC 50920004
- MONUMENTS OF VARIOUS TYPE AND SIZE FOUND AS NOTED
- ADDRESS
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT

PHASE I FINAL PLAT

SCALE: 1" = 50'



All easements are as defined by the City of Bloomington Development Ordinance in effect at the time of filing.

This Plat is subject to the Declaration of Covenants & Restrictions of Ridgefield Subdivision Section V recorded as Instrument Number 2010006615 in the Office of the Recorder of Monroe County, Indiana.

This Plat is subject to the Declaration of Homeowner's Association of Ridgefield Subdivision Section V recorded as Instrument Number 2010006614 in the Office of the Recorder of Monroe County, Indiana.

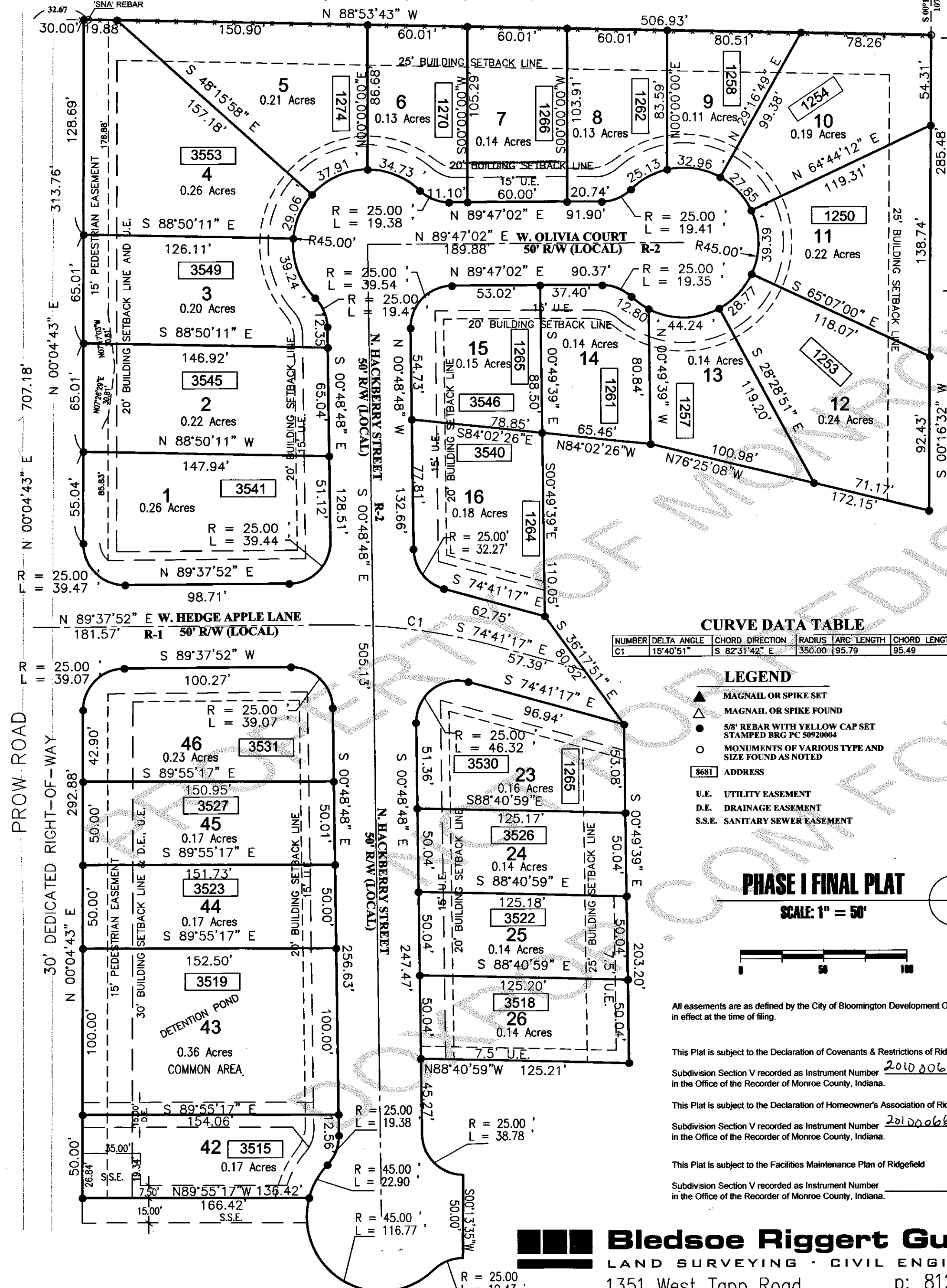
This Plat is subject to the Facilities Maintenance Plan of Ridgefield Subdivision Section V recorded as Instrument Number in the Office of the Recorder of Monroe County, Indiana.

Bledsoe Riggert Guerrettaz

LAND SURVEYING · CIVIL ENGINEERING

1351 West Tapp Road
Bloomington, Indiana 47403
p: 812-336-8277
f: 812-336-0817

PROW ROAD





Board of Public Works

Staff Report

Project/Event: Request for acceptance of Osage Place Phase 2 Public Improvement Bond

Petitioner/Representative: Katie Stein – Smith Design Group & Kari Bennett – Monroe County Habitat

Staff Representative: [Maria McCormick](#)

Date: September 12, 2023

Report:

Smith Design Group and Monroe County Habitat are requesting approval of the Public Improvement Bond Estimate for Phase 2 of the Osage Place Development. The secondary plat is scheduled to be heard at the September 11, 2023 Plat Committee hearing. This bond covers the costs for all public improvements for this phase of the development including – public streets, sidewalks, curb ramps, multiuse paths, street trees, storm sewer, sanitary sewer and water lines. This bond estimate has been reviewed and approved by Engineering Department staff at a value of \$2,009,915.00

COST ESTIMATE
OSAGE PLACE
HABITAT FOR HUMANITY
PHASE 2

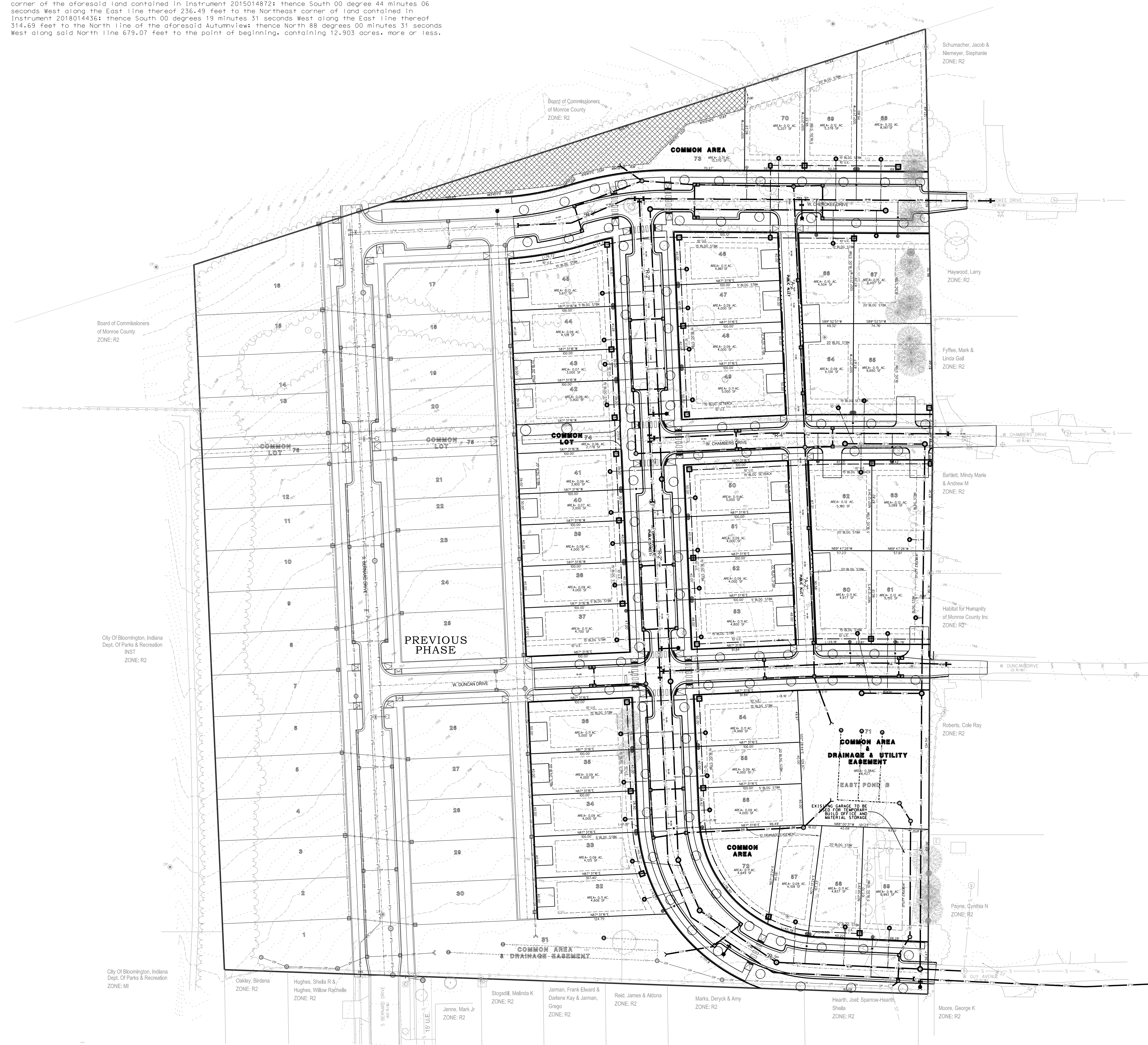
Job No. 5254
SMITH DESIGN GROUP, INC

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Common Excavation	25360	CYS	\$8.50	\$215,560.00
2	HMA Surface for Roadway, 1.5"	480	TONS	\$100.00	\$48,000.00
3	HMA Intermediate for Roadway, 2.5"	800	TONS	\$85.00	\$68,000.00
4	HMA Base for Roadway, 3"	960	TONS	\$71.00	\$68,160.00
5	Compacted Aggregate Base, #53 for Roadway, 6", Type "O"	2249	TONS	\$24.00	\$53,976.00
6	HMA Surface for Path, 1.25"	7	TONS	\$250.00	\$1,750.00
7	HMA Base for Path, 2"	11	TONS	\$110.00	\$1,210.00
8	Compacted Aggregate Base, #53 for Path, 6", Type "O"	31	TONS	\$37.00	\$1,147.00
9	Concrete Curb and Gutter, 2'	4898	LFT	\$40.00	\$195,920.00
10	Concrete Roll Curb, 2'	713	LFT	\$27.00	\$19,251.00
11	Concrete Sidewalk, 4"	2378	SYS	\$34.00	\$80,852.00
12	Compacted Aggregate Base, #53 for Sidewalk, 6", Type "O"	523	TONS	\$27.00	\$14,121.00
13	Line, Thermoplastic, Solid, White, 24" Crosswalk	413	LFT	\$11.00	\$4,543.00
14	Line, Thermoplastic, Solid, White, 24" Stop Bar	30	LFT	\$11.00	\$330.00
15	Snowplowable Raised Blue Pavement Markers	5	EACH	\$394.00	\$1,970.00
16	Accessible Ramp, Perpendicular with Warning Element	22	EACH	\$1,010.00	\$22,220.00
17	Accessible Ramp, Perpendicular	8	EACH	\$798.00	\$6,384.00
18	Retaining Walls	333	SFT	\$37.00	\$12,321.00
19	Street Trees	91	EACH	\$450.00	\$40,950.00
20	Signage	1	LSUM	\$12,000.00	\$12,000.00
21	Storm Curb Inlet, 24" X 30" Box, AE 7505	23	EACH	\$2,400.00	\$55,200.00
22	Storm Double Curb Inlet, EJIW 7030	10	EACH	\$2,400.00	\$24,000.00
23	Storm Roll Curb Inlet, 24" X 30" Box, AE 7495	5	EACH	\$2,225.00	\$11,125.00
24	Storm Manhole, 4' dia, 2'-5', AE 1022-1	6	EACH	\$2,320.00	\$13,920.00
25	Storm Yard Inlet, 30"x30", 2'-5', AE 6610	3	EACH	\$2,200.00	\$6,600.00
26	Pipe, HDPE N-12, 12"	1001	LFT	\$27.00	\$27,027.00
27	Pipe, HDPE N-12, 18"	538	LFT	\$30.00	\$16,140.00
28	Pipe, HDPE N-12, 24"	664	LFT	\$35.00	\$23,240.00
29	Pipe End Sections, 12"	2	EACH	\$350.00	\$700.00
30	Pipe End Sections, 18"	1	EACH	\$375.00	\$375.00
31	Pipe End Sections, 24"	1	EACH	\$450.00	\$450.00
32	East Pond "B"	1	EACH	\$23,163.00	\$23,163.00
33	East Pond "B", Outlet Structure #714	1	EACH	\$2,144.00	\$2,144.00
34	Pipe Main, C-900, DR-14, 8"	1792	LFT	\$51.00	\$91,392.00
35	Pipe Main, C-900, DR-14, 12"	467	LFT	\$102.00	\$47,634.00
36	Water Service Line, 1"	306	EACH	\$69.00	\$21,114.00
37	Water Service Line, 1.5"	408	LFT	\$81.00	\$33,048.00
38	Fire Hydrant Assembly	5	EACH	\$5,600.00	\$28,000.00
39	Gate Valve, 8"	11	EACH	\$1,800.00	\$19,800.00
40	Gate Valve, 12"	11	EACH	\$2,300.00	\$25,300.00
41	Tee, 12" x 12" x 8"	1	EACH	\$1,594.00	\$1,594.00
42	Tee, 8" x 8" x 8"	2	EACH	\$1,350.00	\$2,700.00
43	Standard Manhole, Sanitary, 4'-8'	13	EACH	\$3,607.00	\$46,891.00
44	Clean-out, Sanitary	39	EACH	\$550.00	\$21,450.00
45	Pipe, SDR 35 PVC, Sanitary Sewer, 8"	1777	LFT	\$60.00	\$106,620.00
46	Sanitary Lateral, SDR-35 PVC, 6"	1494	LFT	\$60.00	\$89,640.00
				Subtotal	\$1,607,932.00
				25% Contingency	\$401,983.00
				Total Cost Estimate	\$2,009,915

LEGAL DESCRIPTION

A part of the Northeast quarter of Section 8, Township 8 North, Range 1 West, Monroe County, Indiana, described as follows:

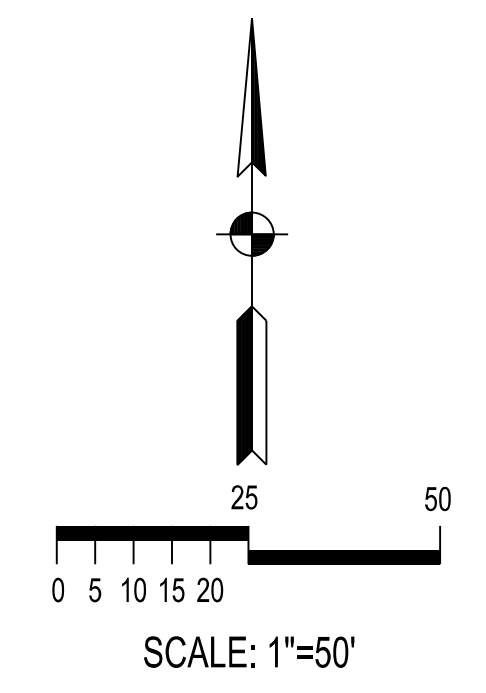
Commencing at a stone marking the Southwest corner of said quarter, thence North 00 degrees 55 minutes 14 seconds West (Indiana State Plane, West Zone) along the West Line of Autumview (Plot Cabinet "C", Envelope 80) 529.41 to the Southwest corner of land contained in Instrument 2015014872 and to the point of beginning; thence North 02 degrees 28 minutes 44 seconds West along the West Line of said land and the extension thereof 680.91 feet to the South line of the electric transmission line easement (Book 120, Page 600); thence North 72 degree 07 minutes 44 seconds East along said South line 741.50 feet to the extension of an East line of land contained in Instrument 200230818; thence South 01 degree 05 minutes 10 seconds East along said East line and the extension thereof 380.33 feet to the Northeast corner of the aforesaid land contained in Instrument 2015014872; thence South 00 degree 44 minutes 06 seconds West along the East line thereof 236.49 feet to the Northeast corner of land contained in Instrument 2018014435; thence South 00 degrees 19 minutes 31 seconds West along the East line thereof 314.69 feet to the North line of the aforesaid Autumview; thence North 88 degrees 00 minutes 31 seconds West along said North line 679.07 feet to the point of beginning, containing 12.903 acres, more or less.



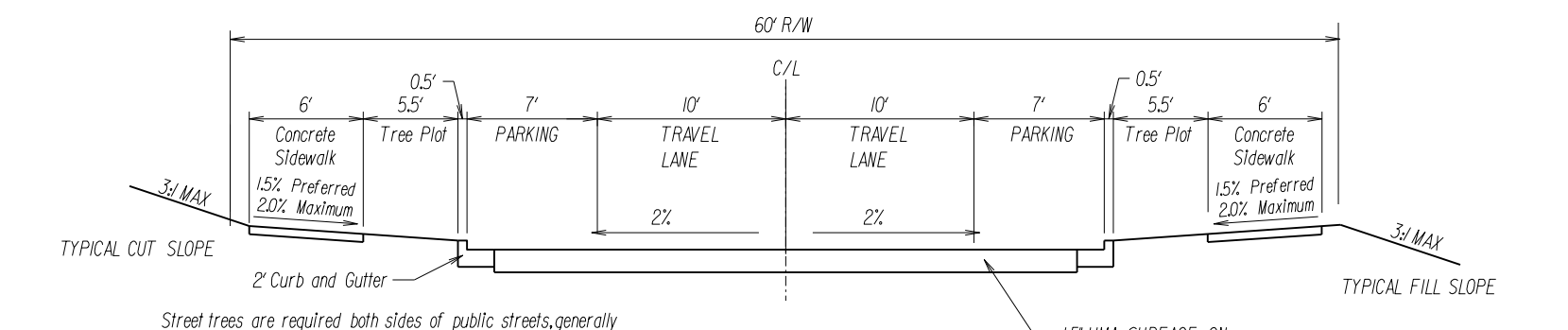
PERRY TOWNSHIP
SECTION 8
TOWNSHIP 8 NORTH
RANGE 1 WEST
DEVELOPER(S) & APPLICANT(S)
HABITAT FOR HUMANITY OF MONROE COUNTY
213 E KIRKWOOD AVE
BLOOMINGTON, IN 47408
(812) 331-4069
DESIGNER(S) & SURVEYOR(S)
SMITH DESIGN GROUP, INC.
2755 E CANADA DRIVE, STE 101
BLOOMINGTON, IN 47401
(812) 336-6536
OWNER(S)
HABITAT FOR HUMANITY OF MONROE COUNTY
213 E KIRKWOOD AVE
BLOOMINGTON, IN 47408
(812) 331-4069

SITE LEGEND

- 10' DE DRAINAGE EASEMENT
- 10' UE UTILITY EASEMENT
- DR. & UT. EASEMENT
- 2' ROLL CURB
- 2' CURB AND GUTTER
- 6" STANDING CURB
- CONCRETE SIDEWALK
- HANDICAPPED RAMP
- HANDICAPPED RAILING
- RET. WALL (CONCRETE)
- RET. WALL (MASSONRY)
- RET. WALL (STONE)
- RET. WALL (WOOD)
- FENCE (BARB WIRE)
- FENCE (CHAIN LINK)
- FENCE (SMOOTH WIRE)
- FENCE (POST & RAIL)
- FENCE (WOOD SLAT)
- GUARD RAIL
- PROPOSED STREET TREE
- BOLLARD
- DUMPSTER (WOOD)
- DUMPSTER (MASONRY)

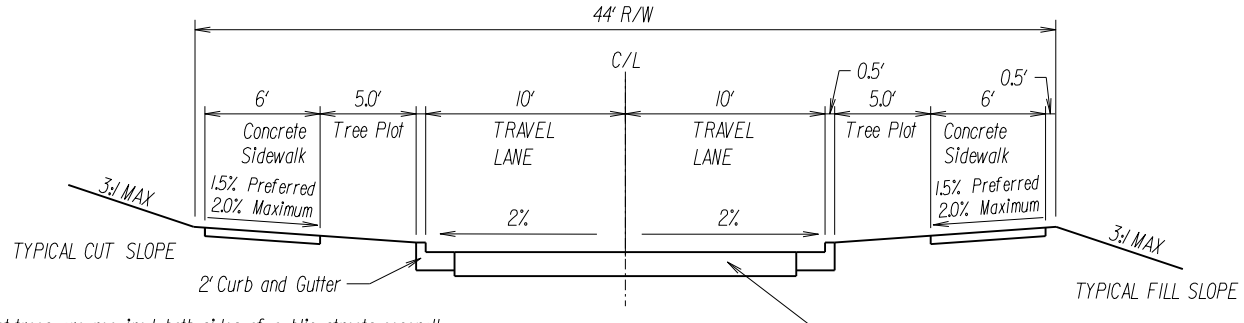


ZONE: THOMPSON PUD
LOT STANDARDS
MIN. LOT AREA = 4000 SF DETACHED, 3000 SF ATTACHED
MIN. LOT WIDTH = 40' DETACHED, 30' ATTACHED
BUILDING SETBACKS
FRONT = 15'
CARPORT/GARAGE = 10' BEHIND FRONT WALL LINE
SIDE YARD = 5'
REAR YARD = 20'
MAX COVERAGE = 45% DETACHED, 50% ATTACHED



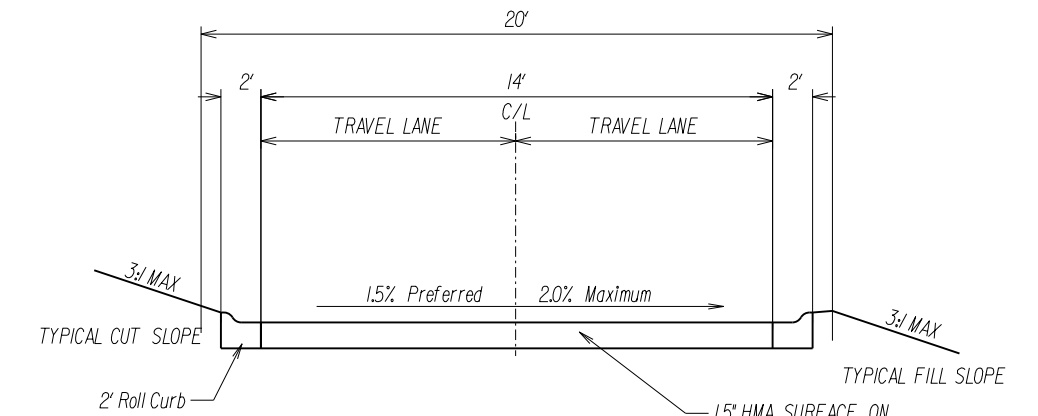
Street trees are required both sides of public streets, generally at 40' spacing. Refer to site plan for location. Street trees may be any species listed in the City Unified Development Ordinance as suitable for street trees with the exception of maple trees. Maple trees shall not be used. Not more than 1 species of street tree shall total more than 25% of the total street trees planted on site. Min. 2" caliper.
All trees shall be reviewed and approved by City of Bloomington's Urban Forester.

TYPICAL CROSS SECTIONS FOR R-1, R-2, & R-3 PUBLIC STREET
NO SCALE



Street trees are required both sides of public streets, generally at 40' spacing. Refer to site plan for location. Street trees may be any species listed in the City Unified Development Ordinance as suitable for street trees with the exception of maple trees. Maple trees shall not be used. Not more than 1 species of street tree shall total more than 25% of the total street trees planted on site. Min. 2" caliper.
All trees shall be reviewed and approved by City of Bloomington's Urban Forester.

TYPICAL CROSS SECTIONS FOR R-4 & R-5 PUBLIC STREET
NO SCALE



TYPICAL CROSS SECTIONS FOR A-1 & A-2 PUBLIC ALLEY
NO SCALE

SMITH DESIGN GROUP
CIVIL ENGINEERING - LAND SURVEYING
1487 W. Arlington Road, Bloomington, IN 47404
(812) 336-6536 - smithdesign.com

CERTIFICATION DATE

JOB TITLE
**OSAGE PLACE, PHASE 2
BLOOMINGTON, INDIANA
HABITAT FOR HUMANITY**

REVISIONS	BY	DATE

PREPARED BY	CHECKED BY	DATE
KES	WVW	
KES		

JOB NUMBER
5254
SHEET
2 OF 22
DATE
08/17/23
PRIMARY PLAT

OSAGE PLACE SUBDIVISION, PHASE 2 PRIMARY PLAT

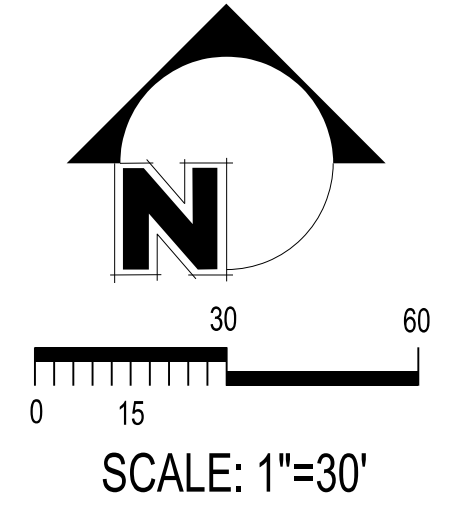
MATERIALS LEGEND

- (P) 1.5" HMA SURFACE ON 2.5" HMA INTERMEDIATE ON 3" HMA BASE ON 6" COMPACTED AGGREGATE BASE #53, TYPE "0" WITH INDOT SUBGRADE TREATMENT 1C
- (P2) 1.25" HMA SURFACE ON 2" HMA BASE ON 6" COMPACTED AGGREGATE BASE #53, TYPE "0" WITH SUBGRADE TREATMENT TYPE 111
- (C) 2' CURB & GUTTER
- (C2) 6" CONCRETE SIDEWALK 4" THICK, 3500 PSI CONCRETE 4" COMPACTED AGGREGATE BASE #53
- (C3) 2' ROLL CURB
- (C4) 6" STANDING CURB
- (C5) 6" THICK, 3500 PSI CONCRETE 6" COMPACTED AGGREGATE BASE #53
- (C6) TRANSITION FROM 2' CURB AND GUTTER TO MATCH EX. 2' ROLL CURB
- (L) LINE, THERMOPLASTIC, SOLID, WHITE, 24", CROSSWALK
- (L2) LINE, THERMOPLASTIC, SOLID, WHITE, 24" STOP BAR
- (RP) BLUE RETROREFLECTORS FOR SNOWPLOWABLE RAISED PAVEMENT MARKERS TO DENOTE LOCATIONS OF FIRE HYDRANTS
- (R) ACCESSIBLE RAMP, PERPENDICULAR WITH CAST IRON DETECTABLE WARNING ELEMENT PER INDOT REQUIREMENTS AND CITY OF BLOOMINGTON APPROVED MATERIAL
- (R2) ACCESSIBLE RAMP, PERPENDICULAR, DETECTABLE WARNING ELEMENT ARE NOT REQUIRED AT ALLEY CROSSINGS
- (R3) ACCESSIBLE RAMP, CORNER WITH CAST IRON DETECTABLE WARNING ELEMENT PER INDOT REQUIREMENTS AND CITY OF BLOOMINGTON APPROVED MATERIAL

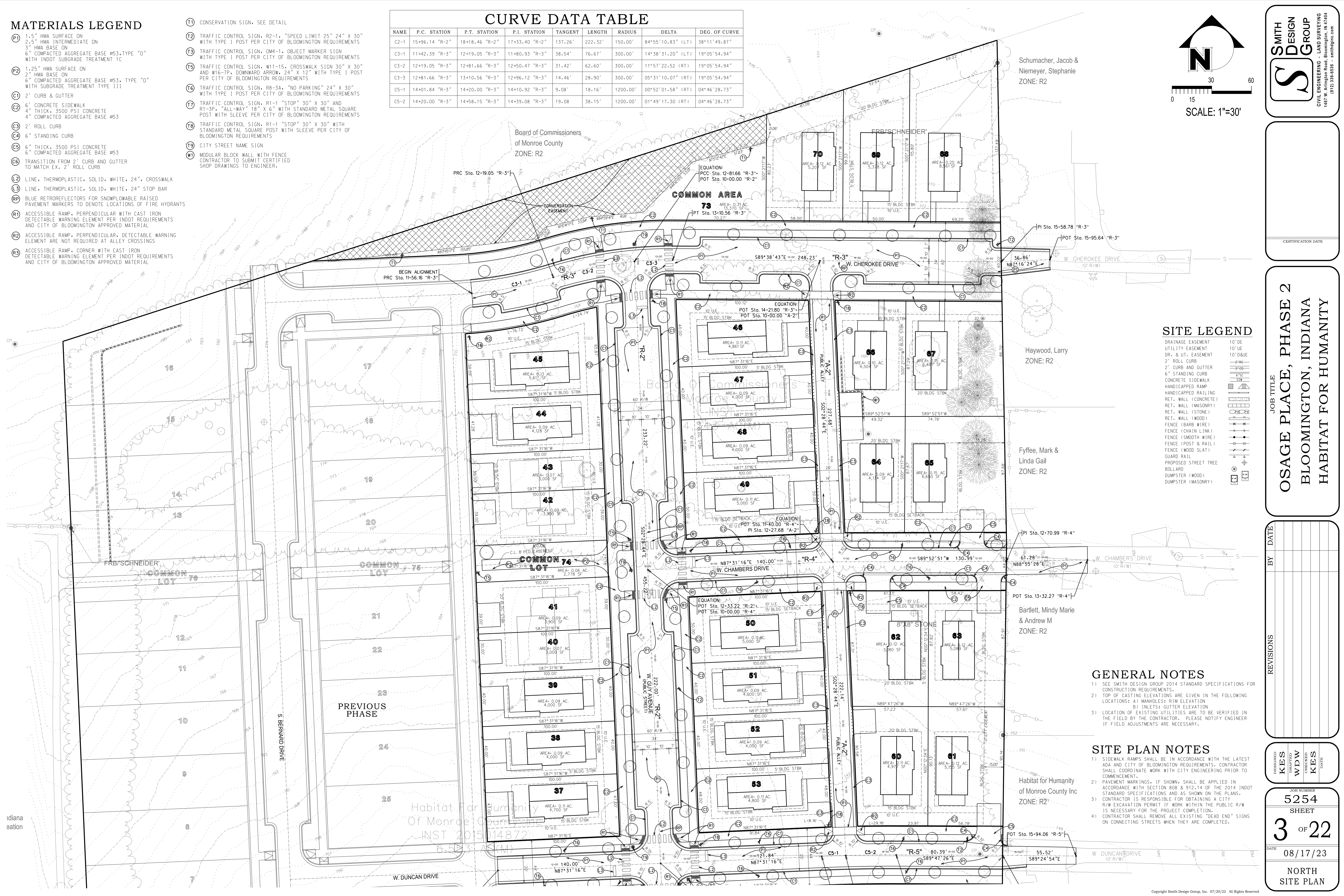
- (T1) CONSERVATION SIGN, SEE DETAIL
- (T2) TRAFFIC CONTROL SIGN, R2-1, "SPEED LIMIT 25" 24" X 30" WITH TYPE I POST PER CITY OF BLOOMINGTON REQUIREMENTS
- (T3) TRAFFIC CONTROL SIGN, DM-1, OBJECT MARKER SIGN WITH TYPE I POST PER CITY OF BLOOMINGTON REQUIREMENTS
- (T5) TRAFFIC CONTROL SIGN, W1-15, CROSSWALK SIGN 30" X 30" AND W16-7P, DOWNWARD ARROW, 24" X 12" WITH TYPE I POST PER CITY OF BLOOMINGTON REQUIREMENTS
- (T6) TRAFFIC CONTROL SIGN, R8-3A, "NO PARKING" 24" X 30" WITH TYPE I POST PER CITY OF BLOOMINGTON REQUIREMENTS
- (T7) TRAFFIC CONTROL SIGN, R1-1 "STOP" 30" X 30" AND R1-3P, "ALL-WAY" 18" X 6" WITH STANDARD METAL SQUARE POST WITH SLEEVE PER CITY OF BLOOMINGTON REQUIREMENTS
- (T8) TRAFFIC CONTROL SIGN, R1-1 "STOP" 30" X 30" WITH STANDARD METAL SQUARE POST WITH SLEEVE PER CITY OF BLOOMINGTON REQUIREMENTS
- (T9) CITY STREET NAME SIGN
- (W) MODULAR BLOCK WALL WITH FENCE CONTRACTOR TO SUBMIT CERTIFIED SHOP DRAWINGS TO ENGINEER.

CURVE DATA TABLE

NAME	P.C. STATION	P.T. STATION	P.I. STATION	TANGENT	LENGTH	RADIUS	DELTA	DEG. OF CURVE
C2-1	15+96.14 "R-2"	18+18.46 "R-2"	17+33.40 "R-2"	137.26'	222.32'	150.00'	84°55'10.83" (LT)	38°11'49.87"
C3-1	11+42.39 "R-3"	12+19.05 "R-3"	11+80.93 "R-3"	38.54'	76.67'	300.00'	14°38'31.20" (LT)	19°05'54.94"
C3-2	12+19.05 "R-3"	12+81.66 "R-3"	12+50.47 "R-3"	31.42'	62.60'	300.00'	11°57'22.52" (RT)	19°05'54.94"
C3-3	12+81.66 "R-3"	13+10.56 "R-3"	12+96.12 "R-3"	14.46'	28.90'	300.00'	05°31'10.07" (RT)	19°05'54.94"
C5-1	14+01.84 "R-3"	14+20.00 "R-3"	14+10.92 "R-3"	9.08'	18.16'	1200.00'	00°52'01.58" (RT)	04°46'28.73"
C5-2	14+20.00 "R-3"	14+58.15 "R-3"	14+39.08 "R-3"	19.08'	38.15'	1200.00'	01°49'17.30" (RT)	04°46'28.73"



SMITH DESIGN GROUP
 CIVIL ENGINEERING - LAND SURVEYING
 1487 W. Arlington Road, Bloomington, IN 47404
 (812) 338-6536 - smithdesign.com



SITE LEGEND

- 10' DE DRAINAGE EASEMENT
- 10' U.E. UTILITY EASEMENT DR. & UT. EASEMENT
- 2" ROLL CURB
- 6" STANDING CURB
- CONCRETE SIDEWALK
- HANDICAPPED RAMP
- HANDICAPPED RAILING
- RET. WALL (CONCRETE)
- RET. WALL (MASONRY)
- RET. WALL (STONE)
- RET. WALL (WOOD)
- FENCE (CHAIN LINK)
- FENCE (SMOOTH WIRE)
- FENCE (POST & RAIL)
- FENCE (WOOD SLAT)
- GUARD RAIL
- PROPOSED STREET TREE
- BOLLARD
- DUMPSTER (WOOD)
- DUMPSTER (MASONRY)

GENERAL NOTES

- SEE SMITH DESIGN GROUP 2014 STANDARD SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS.
- TOP OF CASTING ELEVATIONS ARE GIVEN IN THE FOLLOWING LOCATIONS: A) MANHOLE: RIM ELEVATION B) INLETS: GUTTER ELEVATION
- LOCATION OF EXISTING UTILITIES ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR. PLEASE NOTIFY ENGINEER IF FIELD ADJUSTMENTS ARE NECESSARY.

SITE PLAN NOTES

- SIDEWALK RAMPS SHALL BE IN ACCORDANCE WITH THE LATEST ADA AND CITY OF BLOOMINGTON REQUIREMENTS. CONTRACTOR SHALL COORDINATE WORK WITH CITY ENGINEERING PRIOR TO COMMENCEMENT.
- PAVEMENT MARKINGS, IF SHOWN, SHALL BE APPLIED IN ACCORDANCE WITH SECTION 808 & 912.14 OF THE 2014 INDOT STANDARD SPECIFICATIONS AND AS SHOWN ON THE PLANS.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CITY RAW EXCAVATION PERMIT IF WORK WITHIN THE PUBLIC R/W IS NECESSARY FOR THE PROJECT COMPLETION.
- CONTRACTOR SHALL REMOVE ALL EXISTING "DEAD END" SIGNS ON CONNECTING STREETS WHEN THEY ARE COMPLETED.

JOB TITLE:
 OSAGE PLACE, PHASE 2
 BLOOMINGTON, INDIANA
 HABITAT FOR HUMANITY

REVISIONS	BY	DATE

APPROVED	DATE
KES	
WJW	
KES	

JOB NUMBER
5254
 SHEET
3 OF **22**
 DATE
 08/17/23
 NORTH
 SITE PLAN



Board of Public Works Staff Report

Project/Event: Award 2023 Pavement Marking Contract
Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Meeting Date: September 12, 2023

Bids were opened at the March 13, 2023 Board of Public Works session. CE Hughes Milling, Inc. DBA The Airmarking Co. was determined the most responsible and responsive with action recommended for the 2023 Pavement Marking Contract.

This change order is due to run-over of thermoplastic, 4" solid white, 4" double yellow, 6" bike lane makings in the amount of \$10,596.

New total contract amount \$190,036

City of Bloomington Contract and Purchase Justification Form

Vendor: CE Hughes Milling, Inc. DBA The

Contract Amount: \$190,036

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This is a change order in compliance with the contract documents.
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

3. State why this vendor was selected to receive the award and contract:

Contract amount was \$179,440, change order #1 is in the amount of \$10,596. The new contract amount is \$190,036.

This change order is due to overrun of thermoplastic, 4' solid white, 4' double yellow, 6" bike lanes.

Joe VanDeventer

Director of Operations

PW/Street Division

Print/Type Name

Print/Type Title

Department



Board of Public Works Staff Report

Project/Event:	Award 2023 Pavement Marking Contract
Petitioner/Representative:	Street Department
Staff Representative:	Joe Van Deventer
Meeting Date:	March 14, 2023

Bids were opened at the March 13, 2023 Board of Public Works session. CE Hughes Milling, Inc. OBA The Airmarking Co. was determined the most responsible and responsive with action recommended for the 2023 Pavement Marking Contract.

@ CE Hughes Milling, Inc. DBA The Airmarking Co. \$ 179,440.00

Indiana Sign & Barricade, Inc. \$ 197,795.00

City of Bloomington Contract and Purchase Justification Form

Vendor: CE Hughes Milling, Inc. OBA The

Contract Amount: \$179,440 .00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents .

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

Request for Quote (RFQ)

Request for Proposal (RFP)

Sole Source

D Not Applicable (NA)

0 Invitation to Bid (ITB)

Request for Qualifications (RFQ)

Emergency Purchase

2. List the results of procurement process. Give further explanation where requested.

Yes No

of Submittals: 2

Yes No

Was the lowest cost selected? (If no, please state below why it was not.)

Met city requirements?

Met item or need requirements?

Was an evaluation team used?

Was scoring grid used?

Were vendor presentations requested? **D**

Bids were opened at Board of Public Work Session on 3/13/2023. Two bids received.

3. State why this vendor was selected to receive the award and contract:

Bids were conducted, CE Hughes Milling, Inc. OBA The Airmarking Co. was determined the most responsible and responsive, action to recommend award of 2023 Pavement Marking Contract.

Joe VanDeventer

Director of Operations

Public Works/Street Division

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS - STREET DIVISION

AND

CE Hughes Milling, Inc. DBA The Airmarking Co.

FOR

Pavement Marking Services

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works - Street Division through the Board of Public Works (hereinafter CITY), and CE Hughes Milling, Inc. DBA The Airmarking Co. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the furnishing of all necessary labor and materials, and equipment for installing, or removing of pavement markings for the City of Bloomington. All materials and work shall meet with the current edition of the Indiana Manual on Uniform Traffic Control Devices (MUTCD), and the Indiana Department of Transportation (INDOT) Standard Specifications, and current supplements thereto. These specifications can be located on the INDOT website.

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

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

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

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

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR by December 31, 2023 unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 Work under this Agreement shall be conducted during the summer and fall months of 2023. This agreement may be renewed up to two (2) times for additional one (1) year terms for work to be conducted in the summer and fall of 2024 and 2025, provided the Contractor gives written notice to the City on or before December 31, 2024, and December 31, 2025, respectively, of its intent to renew this Agreement, and both the City and Contractor agree to a one-year renewal of this Agreement.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR.

It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services/ project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified and indicated in this Agreement.

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

3.03 The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

3.04 CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 Engineer The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. When referred to throughout the Contract Documents the term "Engineer" refers to the Director of Street Operations or his/her designee.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held set out below.

4.01 Escrow Agent The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall

prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

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

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his or her services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

5.02.03 Default: If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he or she shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or his or her representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his or her Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions

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

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his or her Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

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

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

5.03 Successors and Assigns

5.03.01 Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

5.03.02 No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments .
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents .
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed .
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless agreements;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced .

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements . CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of

Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding :

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable ; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion . Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent " if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate

material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility

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for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

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

5.10.01 CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R. 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

5.11.01 Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

5.11.03 If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he or she shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

5.11.04 CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	CE Hughes Milling, Inc. OBA The Airmarking Co
Attn: Joe VanDeventer	Attn: 6 Fet1: e;;;@ Cq rol:n- \-l.c.. o ht"
P.O . Box 100	1544 N State Road 25
Bloomingt on, Indiana 47402	Rochester, Indiana 46975

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

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

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

subcontractor is liable to the City for actual damages.

COPY

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

5.20 Living Wage Ordinance (LWO)

Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer's contribution to health insurance available to the covered employee.

Contractor is determined to be a covered employer under the LWO. Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit F; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

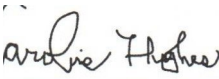
DATE: March 14, 2023

City of Bloomington
Bloomington Board of Public Works

BY:


Kyla Cox Beckard, President

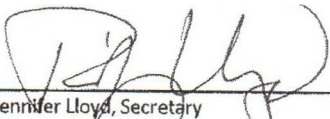
BY:


Contractor Representative

Caroline E. Hughes

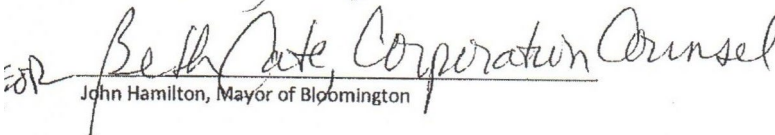
Printed Name

esident


Jennifer Lloyd, Secretary

PPresident

Title of Contractor Representative


John Hamilton, Mayor of Bloomington



Board of Public Works Staff Report

Project/Event: Exchange of Property between the City of Bloomington and the City of West Lafayette

Petitioner/Representative: Legal Department

Staff Representative: Michael Large

Meeting Date: 9/12/2023

Indiana Code § 5-22-22-10 allows the City of Bloomington to exchange property with another governmental entity on terms and conditions agreed upon by the governmental entities provided that each entity adopts a substantially identical resolution documenting the exchange.

**BOARD OF PUBLIC WORKS
RESOLUTION 23-63**

**EXCHANGE OF PROPERTY BETWEEN THE CITY OF BLOOMINGTON AND THE
CITY OF WEST LAFAYETTE**

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

WHEREAS, the City of Bloomington is in possession of the below-described Sanitation Department vehicle which is no longer useful to the City of Bloomington for its intended purpose; and

WHEREAS, Indiana Code § 5-22-22-10 allows the City of Bloomington to exchange property with another governmental entity on terms and conditions agreed upon by the governmental entities provided that each entity adopts a substantially identical resolution documenting the exchange; and

WHEREAS, the City of West Lafayette wishes to purchase the below-described vehicle in accordance with the terms and conditions set forth in this Resolution;

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

1. The City of Bloomington is in possession of a 2020 Mack Waste Disposal Vehicle model number LR64 with Vehicle Identification Number 1M2LR2GC2LM002694
2. Pursuant to IC 5-22-22, §§ 3 and 4.5, the above-described vehicle is declared to be surplus.
3. The City of Bloomington agrees to sell the above-described vehicle to the City of West Lafayette in exchange for a payment of One Hundred and Eighty Thousand Dollars (\$180,000), made from the City of West Lafayette to the City of Bloomington.

ADOPTED THIS _____ DAY OF _____, 2023.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice President



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52210 - Institutional Supplies				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	01-Stainless Steel Funnels		09/15/2023	4.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	01-cat condo, bowls, litterboxes, feeding supplies		09/15/2023	320.50
4136 - C. Specialties, INC	01-cat carriers (320)		09/15/2023	963.18
7508 - Elanco US INC	01-Droncit		09/15/2023	198.98
313 - Fastenal Company	01-Bleach		09/15/2023	16.75
3560 - First Financial Bank / Credit Cards	01-Petsmart-Lizard and Snake Food		09/15/2023	9.99
3560 - First Financial Bank / Credit Cards	01-Petsmart-Lizard and Snake Food		09/15/2023	18.08
3560 - First Financial Bank / Credit Cards	01- Petsmart-Lizard and Snake Food		09/15/2023	24.99
3560 - First Financial Bank / Credit Cards	01-Petsmart-refund-cost adjustment		09/15/2023	(4.75)
3560 - First Financial Bank / Credit Cards	01-Petsmart-Lizard and Snake Food		09/15/2023	30.46
4586 - Hill's Pet Nutrition Sales, INC	01-Dog, puppy, cat and kitten Food		09/15/2023	366.95
4549 - Kroger Limited Partnership I	01-Cat milk		09/15/2023	11.98
4549 - Kroger Limited Partnership I	01-Gas drops & plates		09/15/2023	14.48
4633 - Midwest Veterinary Supply, INC	01-Rabbit food		09/15/2023	16.33
4633 - Midwest Veterinary Supply, INC	01-Gloves		09/15/2023	27.35
4633 - Midwest Veterinary Supply, INC	01-Thermometer, syringies		09/15/2023	30.30
4633 - Midwest Veterinary Supply, INC	01-Syringes		09/15/2023	74.55
4633 - Midwest Veterinary Supply, INC	01-Syringes, antibiotics, antifungal		09/15/2023	124.87



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

4633 - Midwest Veterinary Supply, INC	01-Gloves, syringes	09/15/2023	143.05
4633 - Midwest Veterinary Supply, INC	01-Antibiotics, antivirals, thyroid treatment. ID bands	09/15/2023	236.82
4633 - Midwest Veterinary Supply, INC	01-Sanitizer-Rescue Concentrate (55 gal). rabbit food	09/15/2023	1,725.03
175 - Monroe County Humane Association, INC	01-Idoxuridine	09/15/2023	240.00
4666 - Zoetis, INC	01-Dog & Cat Vaccines	09/15/2023	1,487.00
Account 52210 - Institutional Supplies Totals		Invoice 23	\$6,081.88
Account 52310 - Building Materials and Supplies		Transactions	
8658 - Kleindorfer's Hardware LLC	01-Acorn nuts & screws	09/15/2023	9.60
Account 52310 - Building Materials and Supplies Totals		Invoice 1	\$9.60
Account 52340 - Other Repairs and Maintenance		Transactions	
313 - Fastenal Company	01-Towels, cable ties, bleach	09/15/2023	80.95
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1	\$80.95
Account 52430 - Uniforms and Tools		Transactions	
4447 - Municipal Emergency Services, INC	01-ACO uniforms, pants & jackets	09/15/2023	1,000.10
Account 52430 - Uniforms and Tools Totals		Invoice 1	\$1,000.10
Account 53130 - Medical		Transactions	
50350 - Arlington Heights Veterinary Hospital, INC	01-Spay/Neuter & dental surgery	09/15/2023	3,954.04
Account 53130 - Medical Totals		Invoice 1	\$3,954.04
Account 53210 - Telephone		Transactions	
13969 - AT&T Mobility II, LLC	06- cell phone chgs 07/12/23-08/11/23-Inv. 287297421132X081923 I	09/06/2023	40.78
Account 53210 - Telephone Totals		Invoice 1	\$40.78
Account 53220 - Postage		Transactions	
3560 - First Financial Bank / Credit Cards	01-UPS-BOH Shipping-7/31/23	09/15/2023	12.72



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

3560 - First Financial Bank / Credit Cards	01-UPS-BOH Shipping-8/15/23	09/15/2023	12.72
3560 - First Financial Bank / Credit Cards	01-UPS-BOH Shipping-8/17/23	09/15/2023	12.72
3560 - First Financial Bank / Credit Cards	01-UPS-BOH Shipping-8/24/23	09/15/2023	12.72
3560 - First Financial Bank / Credit Cards	01-USPS-certified mail -8/23/23	09/15/2023	8.56
Account 53220 - Postage Totals		Invoice 5 Transactions	\$59.44
Account 53610 - Building Repairs			
321 - Harrell Fish, INC (HFI)	01 - SA - Quarterly PM Contract - Spring 2023	BC 2022-115 09/15/2023	2,816.24
Account 53610 - Building Repairs Totals		Invoice 1 Transactions	\$2,816.24
Account 53620 - Motor Repairs			
4572 - Auto Body Specialists	01-Auto repair due to accident-Chevy Silverado work truck-	09/15/2023	3,033.57
Account 53620 - Motor Repairs Totals		Invoice 1 Transactions	\$3,033.57
Account 53650 - Other Repairs			
6378 - ANN-KRISS, LLC	01-Yard Maintenance, remove excess growth and seed	09/15/2023	2,000.00
Account 53650 - Other Repairs Totals		Invoice 1 Transactions	\$2,000.00
Account 53990 - Other Services and Charges			
231 - IU Health OCC Health Services	01-N. Steury-ACO rabies vaccination-8/10/23	09/15/2023	315.00
231 - IU Health OCC Health Services	01-M. Clarke-ACO rabies vaccination-8/9/23	09/15/2023	355.00
Account 53990 - Other Services and Charges Totals		Invoice 2 Transactions	\$670.00
Program 010000 - Main Totals		Invoice 38 Transactions	\$19,746.60
Program 010001 - Donations Over \$5K			
Account 53130 - Medical			
50350 - Arlington Heights Veterinary Hospital, INC	01-Wound Care-7/26/23	09/15/2023	293.39
50350 - Arlington Heights Veterinary Hospital, INC	01-Spay/Neuter surgeries	09/15/2023	1,199.26



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

6529 - BloomingPaws, LLC	01-Wound/Broke leg care	09/15/2023	104.80
6529 - BloomingPaws, LLC	01-Wound/Broke leg care	09/15/2023	114.50
6529 - BloomingPaws, LLC	01-HW treatment	09/15/2023	159.66
6529 - BloomingPaws, LLC	01-HW treatment and emergency vet exam and treatment	09/15/2023	903.92
6529 - BloomingPaws, LLC	01 - Spay/Neuter, Diagnostics and Surgeries	09/15/2023	1,356.64
3929 - IDEXX Laboratories, INC	01-Blood work	09/15/2023	196.01

Account **53130 - Medical** Totals

Invoice 8 \$4,328.18

Transactions

Program **010001 - Donations Over \$5K** Totals

Invoice 8 \$4,328.18

Transactions

Department **01 - Animal Shelter** Totals

Invoice 46 \$24,074.78

Transactions

Department **02 - Public Works**

Program **020000 - Main**

Account **46060 - Other Violations**

Stephen Dyar	26-Ticket 23204705344 was paid and then voided	09/15/2023	25.00
Alexander Goodlad	26-Capital Recovery Systems collected \$138 on a \$60 ticket	09/15/2023	78.00
Philipe Saad	26-Ticket 23205304580 was paid and then ticket was voided	09/15/2023	25.00
Sandra Sabbagh	26-Customer mailed in check for \$60, only owed \$30	09/15/2023	30.00

Account **46060 - Other Violations** Totals

Invoice 4 \$158.00

Transactions

Account **52110 - Office Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	02-Color Coding Stickers-PW Admin	09/15/2023	5.99
6530 - Office Depot, INC	02-Headphones for PW Admin	09/15/2023	6.99
6530 - Office Depot, INC	02-letter file folders, gel pens, spiral notebooks for PW Admin	09/15/2023	23.23

Account **52110 - Office Supplies** Totals

Invoice 3 \$36.21

Transactions

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



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

5149 - E&B Paving, INC	20-Asphalt materials for Paving S. Rogers BC 2023-009A	09/15/2023	2,065.84
5149 - E&B Paving, INC	St 8th/Eastside 20-Asphalt materials for Paving Franklin BC 2023-009A	09/15/2023	25,145.30
5149 - E&B Paving, INC	St 20-Asphalt materials for Paving BC 2023-009A	09/15/2023	20,958.88
5149 - E&B Paving, INC	Holidav/Franklin/Fairfield 20-Asphalt materials for Paving BC 2023-009A	09/15/2023	51,719.78
	Anila/Hinkle. S Rogers		
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 4	<u>\$99,889.80</u>

Transactions

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	02-54 cu foot Storage Shed Leafing Program	09/15/2023	370.00
3560 - First Financial Bank / Credit Cards	02-Menards-Drill Bits used for Scooter	09/15/2023	14.99
3560 - First Financial Bank / Credit Cards	Corral Installation 02-Menards-rill Bit used for Scooter	09/15/2023	33.96
8658 - Kleindorfer's Hardware LLC	Corral Installation 02- Pad lock for Innovation storage shed leafing	09/15/2023	11.99
Account 52420 - Other Supplies Totals		Invoice 4	<u>\$430.94</u>

Transactions

Account 53910 - Dues and Subscriptions

7450 - International City/County Management Association	02 - Annual Membership for M Large for ICMA	09/15/2023	200.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1	<u>\$200.00</u>

Transactions

Program 020000 - Main Totals

Invoice 16 \$100,714.95

Department 02 - Public Works Totals

Transactions Invoice 16 \$100,714.95

Transactions

Department 03 - City Clerk

Program 030000 - Main

Account 52110 - Office Supplies

3560 - First Financial Bank / Credit Cards	03- Office supplies - paper	09/15/2023	66.97
6530 - Office Depot, INC	03-tissues	09/15/2023	7.49
6530 - Office Depot, INC	03-Office supplies - air deodorizer	09/15/2023	38.99
Account 52110 - Office Supplies Totals		Invoice 3	<u>\$113.45</u>

Transactions



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC

06- cell phone chgs 07/12/23-08/11/23-
Inv. 287297421132X081923 I
Account **53210 - Telephone** Totals

09/06/2023	163.12
Invoice 1	<u>\$163.12</u>
Transactions	

Account 53230 - Travel

5461 - Nicole Bolden

03-Clerk AIM Ideas Summit-Bolden travel voucher

09/15/2023 143.72

3560 - First Financial Bank / Credit Cards

03-Bolden roundtrip flight Indy-Wash DC conf-11/29-12/3/23

09/15/2023 322.80

3560 - First Financial Bank / Credit Cards

03-Bolden LGBTQ Victory Institute conference fee Nov 2023

09/15/2023 200.00

3560 - First Financial Bank / Credit Cards

03-Bolden AIM Ideas Summit - hotel room

09/15/2023 542.40

Account **53230 - Travel** Totals

Invoice 4	<u>\$1,208.92</u>
Transactions	

Program **030000 - Main** Totals

Invoice 8	<u>\$1,485.49</u>
Transactions	

Department **03 - City Clerk** Totals

Invoice 8	<u>\$1,485.49</u>
Transactions	

Department 04 - Economic & Sustainable Dev

Program 040000 - Main

Account 52420 - Other Supplies

53442 - Paragon Micro, INC

04: Dell P2722H - 27" LED monitors for S. Coates

09/15/2023 615.98

Account **52420 - Other Supplies** Totals

Invoice 1	<u>\$615.98</u>
Transactions	

Account 53170 - Mgt. Fee, Consultants, and Workshops

3560 - First Financial Bank / Credit Cards

04: Hopscotch Coffee Bloomington Arts Commission (BAC) dinner/me

09/15/2023 43.66

3560 - First Financial Bank / Credit Cards

04: Social Cantina Bloomington Arts Commission (BAC) dinner/meet

09/15/2023 68.40

3560 - First Financial Bank / Credit Cards

04-Eventbite 2 tickets for Butter Fine Art Fair Warren/Mottinaer

09/15/2023 89.04

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

Invoice 3	<u>\$201.10</u>
Transactions	

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC

06- cell phone chgs 07/12/23-08/11/23-
Inv. 287297421132X081923 I

09/06/2023 40.78



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Account 53210 - Telephone Totals		Invoice 1	\$40.78
Account 53230 - Travel		Transactions	
3560 - First Financial Bank / Credit Cards	04: Refund for Sales Tax on PO 2023-6319 (Expedia)	09/15/2023	(16.22)
Account 53230 - Travel Totals		Invoice 1	(16.22)
Account 53910 - Dues and Subscriptions		Transactions	
8845 - ClimateNav INC	04: Climate Action Plana Dashboard 1 of 2 FY 23-24	09/15/2023	30,000.00
3560 - First Financial Bank / Credit Cards	04: MailChimp Monthly Subscription - August 2023	09/15/2023	39.50
Account 53910 - Dues and Subscriptions Totals		Invoice 2	\$30,039.50
Account 53990 - Other Services and Charges		Transactions	
3560 - First Financial Bank / Credit Cards	04: Credit for Sales Tax on 2023-6319 (Lowes)	09/15/2023	(.55)
Account 53990 - Other Services and Charges Totals		Invoice 1	(\$0.55)
Program 040000 - Main Totals		Transactions	
Department 04 - Economic & Sustainable Dev Totals		Invoice 9	\$30,880.59
Department 05 - Common Council		Transactions	
Program 050000 - Main		Invoice 9	\$30,880.59
Account 53210 - Telephone		Transactions	
13969 - AT&T Mobility II, LLC	06- cell phone chgs 07/12/23-08/11/23-Inv. 287297421132X081923 I	09/06/2023	40.78
Account 53210 - Telephone Totals		Invoice 1	\$40.78
Program 050000 - Main Totals		Transactions	
Department 05 - Common Council Totals		Invoice 1	\$40.78
Department 06 - Controller's Office		Transactions	
Program 060000 - Main		Invoice 1	\$40.78
Account 52110 - Office Supplies		Transactions	
		Invoice 1	\$40.78



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

6530 - Office Depot, INC	06-Chair mats 3'x4' for carpet w/lip	09/15/2023	66.60
	Account 52110 - Office Supplies Totals	Invoice 1	<u>\$66.60</u>
Account 53910 - Dues and Subscriptions		Transactions	
202 - Government Finance Officers Association (GFOA)	06-GFOA 2023-2024 Membership dues for Controllers Office	09/15/2023	640.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	<u>\$640.00</u>
Account 53990 - Other Services and Charges		Transactions	
391 - O. W. Krohn & Associates, LLP	06-prof serv in connection w/ general acct & TIF- 6/15-7/31/23	09/15/2023	7,245.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$7,245.00</u>
	Program 060000 - Main Totals	Transactions	
	Department 06 - Controller's Office Totals	Invoice 3	<u>\$7,951.60</u>
		Transactions	
Department 07 - Engineering		Invoice 3	<u>\$7,951.60</u>
Program 070000 - Main		Transactions	
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-Safety Hard Hats (3),coat hooks for cubicle panel	09/15/2023	8.79
	Account 52110 - Office Supplies Totals	Invoice 1	<u>\$8.79</u>
Account 52430 - Uniforms and Tools		Transactions	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-Safety Hard Hats (3),coat hooks for cubicle panel	09/15/2023	50.52
	Account 52430 - Uniforms and Tools Totals	Invoice 1	<u>\$50.52</u>
Account 53160 - Instruction		Transactions	
3560 - First Financial Bank / Credit Cards	07-ITE- LTAP Transportation Seminar- Cibor-8/30/23	09/15/2023	50.00
	Account 53160 - Instruction Totals	Invoice 1	<u>\$50.00</u>
Account 53210 - Telephone		Transactions	
13969 - AT&T Mobility II, LLC	06- cell phone chgs 07/12/23-08/11/23- Inv. 287297421132X081923 I	09/06/2023	550.06



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Account 53210 - Telephone Totals		Invoice 1	\$550.06
		Transactions	
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	07-250 Business cards (Driss Tahir)	09/15/2023	67.08
3892 - Midwest Color Printing, INC	07-250 Business cards (J. Inman, Z. Rogers, J. Kerr)	09/15/2023	195.41
Account 53310 - Printing Totals		Invoice 2	\$262.49
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	07-doxpop Subscription Access to Public Records 8/13 #1023656	09/15/2023	24.45
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$24.45
		Transactions	
Program 070000 - Main Totals		Invoice 7	\$946.31
		Transactions	
Department 07 - Engineering Totals		Invoice 7	\$946.31
		Transactions	
Department 09 - CFRD			
Program 090000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	09-White Cardstock and Paper Towels	09/15/2023	163.95
Account 52110 - Office Supplies Totals		Invoice 1	\$163.95
		Transactions	
Account 52420 - Other Supplies			
11693 - The Award Center, INC	09-Name Badge-Ximena Martinez Ruiz	09/15/2023	24.00
Account 52420 - Other Supplies Totals		Invoice 1	\$24.00
		Transactions	
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	09-Women of Resilience Event-Ticket for Michelle Moss	09/15/2023	35.00
3560 - First Financial Bank / Credit Cards	09-Middle Way House Wrapped in Love Tickets for 3 Staff	09/15/2023	154.79
Account 53160 - Instruction Totals		Invoice 2	\$189.79
		Transactions	
Account 53210 - Telephone			



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

13969 - AT&T Mobility II, LLC

06- cell phone chgs 07/12/23-08/11/23-
Inv. 287297421132X081923 I
Account **53210 - Telephone** Totals

09/06/2023	122.34
Invoice 1	<hr/> \$122.34
Transactions	

Account **53310 - Printing**

3892 - Midwest Color Printing, INC

09-Business Cards for Charles Culp and
Ximena Martinez
Account **53310 - Printing** Totals

09/15/2023	130.27
Invoice 1	<hr/> \$130.27
Transactions	

Account **53910 - Dues and Subscriptions**

7000 - Aunt Bertha, a Public Benefit Corporation

09-HBM-Basic Platform Services 8/1/23-
7/31/24

09/15/2023 5,784.00

3560 - First Financial Bank / Credit Cards

09-Constant Contact Monthly-August
2023

09/15/2023 145.00

Account **53910 - Dues and Subscriptions** Totals

Invoice 2	<hr/> \$5,929.00
Transactions	

Account **53960 - Grants**

205 - City Of Bloomington

09-CFRD Sponsorship for Safe & Civil
Civt Programs Install #1

09/15/2023 4,800.00

Account **53960 - Grants** Totals

Invoice 1	<hr/> \$4,800.00
Transactions	

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards

09-Notary Public Application Fee-Ximena
Martinez Ruiz

09/15/2023 74.37

3560 - First Financial Bank / Credit Cards

09-Limited background check-Notary-
Ximena Martinez Ruiz

09/15/2023 15.70

Account **53990 - Other Services and Charges** Totals

Invoice 2	<hr/> \$90.07
Transactions	

Program **090000 - Main** Totals

Invoice 11	<hr/> \$11,449.42
Transactions	

Department **09 - CFRD** Totals

Invoice 11	<hr/> \$11,449.42
Transactions	

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

205 - City Of Bloomington

10-PC reimb-Mo Co Rec- 8.22.23 waivers
Lavne Kemp

09/15/2023 50.00

Account **53120 - Special Legal Services** Totals

Invoice 1	<hr/> \$50.00
Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	10-IN Courts Annual Attorney Registration Dues (7)	09/15/2023	1,260.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	<u>\$1,260.00</u>
	Program 100000 - Main Totals	Transactions Invoice 2	<u>\$1,310.00</u>
	Department 10 - Legal Totals	Transactions Invoice 2	<u>\$1,310.00</u>
		Transactions	

Department 11 - Mayor's Office

Program 110000 - Main

Account 47060 - Refunds

3560 - First Financial Bank / Credit Cards	11 - deposit refund for Uptown venue, Bia Ten city Mars conf.	09/15/2023	(52.25)
	Account 47060 - Refunds Totals	Invoice 1	<u>(\$52.25)</u>
		Transactions	

Account 52420 - Other Supplies

7149 - Namify, LLC	11 - name badge for Linda Pride Thompson	09/15/2023	25.65
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$25.65</u>
		Transactions	

Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards	11 - media training software subscription	09/15/2023	200.00
	Account 53160 - Instruction Totals	Invoice 1	<u>\$200.00</u>
		Transactions	

Account 53170 - Mgt. Fee, Consultants, and Workshops

8233 - Lafayette-West Lafayette Development Corp (Greater	11-Wabash Valley Lean Network Membership-Kidd	09/15/2023	500.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1	<u>\$500.00</u>
		Transactions	

Account 53310 - Printing

3892 - Midwest Color Printing, INC	11 - 250 business cards Crystal Ritter, Anaela Van Roov	09/15/2023	132.49
3892 - Midwest Color Printing, INC	11 -250 business cards for Larry Allen	09/15/2023	67.08
	Account 53310 - Printing Totals	Invoice 2	<u>\$199.57</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Account 53990 - Other Services and Charges

205 - City Of Bloomington	11-Safe & Civil City sponsorship package	09/15/2023	4,500.00
205 - City Of Bloomington	11-Blgtn Volunteer Fair Sponsorship- refreshments-9/9/23	09/15/2023	300.00
3560 - First Financial Bank / Credit Cards	11- Brevo (sendinblue) email marketing- 7/30-8/30/23	09/15/2023	181.00
5954 - The Greater Bloomington Chamber Of Commerce, INC	11 - annual meeting Larry Allen, Crystal Ritter	09/15/2023	100.00
55092 - WonderLab Museum of Science, Health & Technology	11 - table at 2023 Science Night Out event	09/15/2023	720.00
Account 53990 - Other Services and Charges Totals		Invoice 5	\$5,801.00
		Transactions	
Program 110000 - Main Totals		Invoice 11	\$6,673.97
		Transactions	
Department 11 - Mayor's Office Totals		Invoice 11	\$6,673.97
		Transactions	

Department 12 - Human Resources

Program 120000 - Main

Account 53990 - Other Services and Charges

3892 - Midwest Color Printing, INC	12-250 Business Cards - Stephen Johnson	09/15/2023	67.08
Account 53990 - Other Services and Charges Totals		Invoice 1	\$67.08
		Transactions	
Program 120000 - Main Totals		Invoice 1	\$67.08
		Transactions	
Department 12 - Human Resources Totals		Invoice 1	\$67.08
		Transactions	

Department 13 - Planning

Program 130000 - Main

Account 52110 - Office Supplies

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13- Pens, ink refills, mechanical pencils	09/15/2023	85.66
Account 52110 - Office Supplies Totals		Invoice 1	\$85.66
		Transactions	

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06- cell phone chgs 07/12/23-08/11/23- Inv. 287297421132X081923 I	09/06/2023	367.02
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Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$367.02
Account 53230 - Travel			
3560 - First Financial Bank / Credit Cards	13- Airfare--Hirtzel-Admin Conference- Las Vegas-10/22-10/25/23	09/15/2023	347.97
8456 - Gabriel Holbrow	13- Reimb-Parking for Terre Haute APA Conf-5/12/23	09/15/2023	10.00
	Account 53230 - Travel Totals	Invoice 2 Transactions	\$357.97
Account 53990 - Other Services and Charges			
6235 - Toole Design Group, LLC	13-Corridor Study-College & Walnut St- 7/1-7/28/23	BC 2022-086 09/15/2023	4,555.62
6235 - Toole Design Group, LLC	13-Corridor Study-College & Walnut St- 4/29-5/26/23	BC 2022-086 09/15/2023	13,668.94
6235 - Toole Design Group, LLC	13-Corridor Study_College Ave & Walnut St.-5/27-6/30/23	BC 2022-086 09/15/2023	33,064.00
6235 - Toole Design Group, LLC	13- Safe Streets and Roads for All Action Plan-thru 7/28/23	BC 2023-036 09/15/2023	1,772.39
	Account 53990 - Other Services and Charges Totals	Invoice 4 Transactions	\$53,060.95
	Program 130000 - Main Totals	Invoice 8 Transactions	\$53,871.60
Program 132000 - MPO			
Account 53990 - Other Services and Charges			
7053 - BlueBeam, INC	13-Annual Subscription Renewal 8/24/23-8/23/24	09/15/2023	2,340.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$2,340.00
	Program 132000 - MPO Totals	Invoice 1 Transactions	\$2,340.00
	Department 13 - Planning Totals	Invoice 9 Transactions	\$56,211.60
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52210 - Institutional Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19 - Graffiti Remover	09/15/2023	112.69
4704 - Urban Restoration Group US, INC	19 - SA - Graffiti Remover-4 gallons	09/15/2023	302.00



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Account 52210 - Institutional Supplies Totals		Invoice 2 Transactions	\$414.69
Account 52310 - Building Materials and Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19 - Thermostat Locking Box	09/15/2023	21.99
293 - J&S Locksmith Shop, INC	19 - Keys	09/15/2023	1.85
395 - Kirby Risk Corp	19 - 30 Fluorescent bulbs	09/15/2023	119.70
8658 - Kleindorfer's Hardware LLC	19 - 3/8 pin drive, (6) ea. washers, anchors & Bolts	09/15/2023	13.73
Account 52310 - Building Materials and Supplies Totals		Invoice 4 Transactions	\$157.27
Account 52430 - Uniforms and Tools			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19 - Electrical Insulating Gloves	09/15/2023	97.62
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19 - Lockout Tagout Kit	09/15/2023	131.88
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19 - (3) Electrical Insulatee Screwdriver Set	09/15/2023	149.97
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19 - (3) Electrical Insulated Tool Set	09/15/2023	254.97
Account 52430 - Uniforms and Tools Totals		Invoice 4 Transactions	\$634.44
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	19-Busiess Cards for R Flake, Z Sowders & B Wallock	09/15/2023	195.40
Account 53310 - Printing Totals		Invoice 1 Transactions	\$195.40
Account 53610 - Building Repairs			
8143 - Cummins INC dba Cummins Sales and Service	19 - SA - Planned maintenance service- 8/15/23	BC 2022-103 09/15/2023	438.27
321 - Harrell Fish, INC (HFI)	19-SA-HR-Installed new blower motor and fuses	BC 2022-115 09/15/2023	1,876.97
321 - Harrell Fish, INC (HFI)	19-SA-Room B141-nstalled new plumbina-condensate pumps/new pumps	BC 2022-116 09/15/2023	1,382.94
392 - Koorsen Fire & Security, INC	19-SA-Annual Com Cell/Net & Base Monitoring 8/30/23-8/29/24	BC 2022-092 09/15/2023	600.00
3560 - First Financial Bank / Credit Cards	19 -IN Dept of Homeland Security- Elevator Permit for City Hall	09/15/2023	524.07
Account 53610 - Building Repairs Totals		Invoice 5 Transactions	\$4,822.25



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Program 190000 - Main Totals		Invoice 16	\$6,224.05
Department 19 - Facilities Maintenance Totals		Transactions	
		Invoice 16	\$6,224.05
		Transactions	
Department 28 - ITS			
Program 280000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	28 -12 Cases Copy Paper	09/15/2023	460.80
Account 52110 - Office Supplies Totals		Invoice 1	\$460.80
		Transactions	
Account 52420 - Other Supplies			
6530 - Office Depot, INC	28 - Case Printer Tape	09/15/2023	21.08
6274 - Quality Logo Products	28 - 500 Retractable City badge Reels	09/15/2023	650.00
2998 - Seiler Instrument & Mfg Co, INC	28- GPS Catalyst 30 subscription & equipment	09/15/2023	1,510.40
Account 52420 - Other Supplies Totals		Invoice 3	\$2,181.48
		Transactions	
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	28 - ASAP - Office Manager AI Training	09/15/2023	395.00
Account 53160 - Instruction Totals		Invoice 1	\$395.00
		Transactions	
Account 53170 - Mgt. Fee, Consultants, and Workshops			
2898 - JDH Contracting, INC	28-Butler Pk Fiber Extension-Wifi in the Pks proj-Inv 12/8/22	09/15/2023	6,825.00
2898 - JDH Contracting, INC	28 -4th & Geneva Fiber Repair TT-5-FS#2 Fiber Extension	09/15/2023	5,880.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 2	\$12,705.00
		Transactions	
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06- cell phone chgs 07/12/23-08/11/23-Inv. 287297421132X081923 I	09/06/2023	119.26
1079 - AT&T	28-phone charges 7/20-8/19/23-#812 339-2261 261 1	09/06/2023	6,007.42
Account 53210 - Telephone Totals		Invoice 2	\$6,126.68
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Account 53640 - Hardware and Software Maintenance

3989 - Ricoh USA, INC	28-Copiers/Printers ITS Portion 07/17-08/16/23	09/15/2023	149.34
3989 - Ricoh USA, INC	28-Copiers/Printers ITS Portion 07/17-08/16/23	09/15/2023	2,666.55
Account 53640 - Hardware and Software Maintenance Totals		Invoice 2 Transactions	\$2,815.89

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	28 - Canva Subscriptions 2023	09/15/2023	134.85
3560 - First Financial Bank / Credit Cards	28 -Bluesky Zoom Timer Billed Monthly	09/15/2023	89.95
3560 - First Financial Bank / Credit Cards	28 - Submittable monthly subscription 8/27/23-9/27/23	09/15/2023	119.00
3560 - First Financial Bank / Credit Cards	28 - Zoom 500., 1000 webinar, 500GB cloud- 8/20-9/19	09/15/2023	430.00
3560 - First Financial Bank / Credit Cards	28 - Google APIs July 2023	09/15/2023	128.36
3560 - First Financial Bank / Credit Cards	28 - HT monthly Newspaper Subscription August 2023	09/15/2023	11.99
6556 - KnowBe4, INC	28 - PhishER Subscription- 08/23/2023-07/02/2024	09/15/2023	328.00
7344 - Periodic INC	28 -2023 Online Booking Subscription August 2023	09/15/2023	138.50
8441 - Promevo Holdings, INC (Promevo, LLC)	28-Google Workspace Enterprise Plus 27 seats-July 2023	09/15/2023	115.98
8441 - Promevo Holdings, INC (Promevo, LLC)	28 - Promevo - Google Voice Monthly Subscription July 2023	09/15/2023	74.89
Account 53910 - Dues and Subscriptions Totals		Invoice 10 Transactions	\$1,571.52

Account 54420 - Purchase of Equipment

8437 - AVI Systems, INC	28 - AVI - Conference Room Improvement WEB PRESENTER	09/15/2023	565.00
8437 - AVI Systems, INC	28 - AVI - Conference Room Improvement DAC	09/15/2023	522.00
Account 54420 - Purchase of Equipment Totals		Invoice 2 Transactions	\$1,087.00
Program 280000 - Main Totals		Invoice 23 Transactions	\$27,343.37
Department 28 - ITS Totals		Invoice 23 Transactions	\$27,343.37
Fund 101 - General Fund (S0101) Totals		Invoice 163 Transactions	\$275,373.99



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Fund 103 - Restricted Donations(ord 05-17)

Department **06 - Controller's Office**

Program **400102 - Animal Supplies**

Account **52210 - Institutional Supplies**

4633 - Midwest Veterinary Supply, INC	01-Antiparasitic/capstar	09/15/2023	247.47
4633 - Midwest Veterinary Supply, INC	01-Antiparasidics, pain treatment, supportive therapy	09/15/2023	260.16
4633 - Midwest Veterinary Supply, INC	01-Antibiotics, antivirals, thyroid treatment. ID bands	09/15/2023	95.36
4633 - Midwest Veterinary Supply, INC	01-Antibiotics, syringes, cough tubs	09/15/2023	458.99
Account 52210 - Institutional Supplies Totals		Invoice 4	<u>\$1,061.98</u>
Program 400102 - Animal Supplies Totals		Transactions Invoice 4	<u>\$1,061.98</u>
Department 06 - Controller's Office Totals		Transactions Invoice 4	<u>\$1,061.98</u>
Fund 103 - Restricted Donations(ord 05-17) Totals		Transactions Invoice 4	<u>\$1,061.98</u>
		Transactions	

Fund 153 - LIT – Economic Development

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53960 - Grants**

8829 - Heidi Dowding	04: BGHIP Rebate -1727 S Maxwell Street	09/15/2023	1,000.00
7993 - Elliot Joseph Reichert	04: BGHIP Rebate - 807 S. Morton St, #5	09/15/2023	1,000.00
4448 - Varsity Brands Holding Co., INC (BSN Sports)	04: Battery Powered Field Striper for Parks	09/15/2023	1,945.89
Account 53960 - Grants Totals		Invoice 3	<u>\$3,945.89</u>
Program 040000 - Main Totals		Transactions Invoice 3	<u>\$3,945.89</u>
Department 04 - Economic & Sustainable Dev Totals		Transactions Invoice 3	<u>\$3,945.89</u>
		Transactions	

Department **09 - CFRD**



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Program 090000 - Main

Account 53960 - Grants

230 - South Central Community Action Program INC

09-SCCAP Local Income Tax Grant-Medical Debt Relief Program	09/15/2023	500,000.00
Account 53960 - Grants Totals	Invoice 1	<u>\$500,000.00</u>
Program 090000 - Main Totals	Transactions Invoice 1	<u>\$500,000.00</u>
Department 09 - CFRD Totals	Transactions Invoice 1	<u>\$500,000.00</u>
	Transactions	

Department 19 - Facilities Maintenance

Program 190000 - Main

Account 53990 - Other Services and Charges

421 - Centerstone Of Indiana, INC

02-Brighten B-Town Program-June 2023 plus June lease payment	BC 2023-001	09/15/2023	24,451.42
Account 53990 - Other Services and Charges Totals	Invoice 1		<u>\$24,451.42</u>
Program 190000 - Main Totals	Transactions Invoice 1		<u>\$24,451.42</u>
Department 19 - Facilities Maintenance Totals	Transactions Invoice 1		<u>\$24,451.42</u>
Fund 153 - LIT - Economic Development Totals	Transactions Invoice 5		<u>\$528,397.31</u>
	Transactions		

Fund 162 - Opioid Settlement Unrestricted

Department 09 - CFRD

Program 090000 - Main

Account 53960 - Grants

5849 - Wheeler Mission Ministries, INC

09-Downtown Outreach Grant 2023-Full Amount	09/06/2023	11,125.00
Account 53960 - Grants Totals	Invoice 1	<u>\$11,125.00</u>
Program 090000 - Main Totals	Transactions Invoice 1	<u>\$11,125.00</u>
Department 09 - CFRD Totals	Transactions Invoice 1	<u>\$11,125.00</u>
Fund 162 - Opioid Settlement Unrestricted Totals	Transactions Invoice 1	<u>\$11,125.00</u>
	Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Fund 176 - ARPA Local Fiscal Recvry (S9512)

Department **20 - Street**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

Account **52420 - Other Supplies**

6262 - Koenig Equipment, INC	20-Supplies for tree crew chainsaw files	09/15/2023	32.37
	Account 52420 - Other Supplies Totals	Invoice 1	<hr/> \$32.37
	Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Transactions Invoice 1	<hr/> \$32.37
	Department 20 - Street Totals	Transactions Invoice 1	<hr/> \$32.37
	Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals	Transactions Invoice 1	<hr/> \$32.37
		Transactions	

Fund 312 - Community Services

Department **09 - CFRD**

Program **090003 - Com Serv - Status of Women**

Account **52420 - Other Supplies**

3560 - First Financial Bank / Credit Cards	09-Party City-Women's Market 2023- balloon weights	09/15/2023	8.99
3560 - First Financial Bank / Credit Cards	09-Party City-Women's Market 2023- Balloons. Banner. Beads	09/15/2023	89.50
3560 - First Financial Bank / Credit Cards	09-Office Depot-Women's Market & Equalitv Dav Banners	09/15/2023	169.04
2546 - Monroe County Historical Society, INC	09-Photos from MCHC Collection- Women's Market Slideshow	09/15/2023	40.00
	Account 52420 - Other Supplies Totals	Invoice 4	<hr/> \$307.53
	Program 090003 - Com Serv - Status of Women Totals	Transactions Invoice 4	<hr/> \$307.53
		Transactions	

Program **090014 - Latino Programs**

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	09-Stickers, Decor, Candies-Fiesta del Otono 2023	09/15/2023	90.85
	Account 52420 - Other Supplies Totals	Invoice 1	<hr/> \$90.85
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

	Program 090014 - Latino Programs Totals	Invoice 1 Transactions	\$90.85
Program 090016 - Com Serv - Safe & Civil			
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	09-Water Bottles-2023 JDAI Grant for Youth Summit Giveaways	09/15/2023	19.99
3560 - First Financial Bank / Credit Cards	09-Office Depot-Vinyl Banner-Fiesta/Black v Brown Banner	09/15/2023	139.09
8002 - Safeguard Business Systems, INC	09-Black y Brown Logo Magnets-Black y Brown 2023	09/15/2023	51.13
	Account 52420 - Other Supplies Totals	Invoice 3 Transactions	\$210.21
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform-8/23-9/23/23	09/15/2023	19.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$19.00
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform-8/29-9/29/23	09/15/2023	19.00
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$19.00
	Program 090016 - Com Serv - Safe & Civil Totals	Invoice 5 Transactions	\$248.21
	Department 09 - CFRD Totals	Invoice 10 Transactions	\$646.59
	Fund 312 - Community Services Totals	Invoice 10 Transactions	\$646.59
Fund 401 - Non-Reverting Telecom (S1146)			
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 53640 - Hardware and Software Maintenance			
13482 - Northern Lights Locating & Inspection, INC	25 - BDU Line Locates July 2023	09/15/2023	2,500.00
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1 Transactions	\$2,500.00
	Program 254000 - Infrastructure Totals	Invoice 1 Transactions	\$2,500.00



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Program **256000 - Services**

Account **53150 - Communications Contract**

203 - INDIANA UNIVERSITY

25 - IU Fire Station Dark Fiber Service	09/15/2023	65.00
Aug 2023		
Account 53150 - Communications Contract Totals	Invoice 1	\$65.00
	Transactions	

Account **54450 - Equipment**

53442 - Paragon Micro, INC

28 - CAPR PC for Parks	09/15/2023	2,664.98
Account 54450 - Equipment Totals	Invoice 1	\$2,664.98
	Transactions	
Program 256000 - Services Totals	Invoice 2	\$2,729.98
	Transactions	
Department 25 - Telecommunications Totals	Invoice 3	\$5,229.98
	Transactions	
Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 3	\$5,229.98
	Transactions	

Fund **405 - Non-Reverting Improve I(S0113)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53120 - Special Legal Services**

608 - Krieg Devault, LLP

10-legal services Governmental Affairs	09/15/2023	2,500.00
August 2023		
Account 53120 - Special Legal Services Totals	Invoice 1	\$2,500.00
	Transactions	
Program 060000 - Main Totals	Invoice 1	\$2,500.00
	Transactions	
Department 06 - Controller's Office Totals	Invoice 1	\$2,500.00
	Transactions	
Fund 405 - Non-Reverting Improve I(S0113) Totals	Invoice 1	\$2,500.00
	Transactions	

Fund **450 - Local Road and Street(S0706)**

Department **20 - Street**

Program **200000 - Main**

Account **53520 - Street Lights / Traffic Signals**



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

223 - Duke Energy	02-Illinois St/Illinois Ct-elec chgs 07/21-08/21/23	BC 2021-12	09/06/2023	6.32
223 - Duke Energy	02-W. 12th & N. Lindberg -elec. chgs 07/21-08/21/23	BC 2021-11	09/06/2023	3.52
223 - Duke Energy	02 - 17th & Dunn - elec charges for 07/04/23 to 08/02/23	BC 2015-70	09/06/2023	40.29
223 - Duke Energy	02-N. Blair Ave-walkway elec chgs-07/21-08/21/23	BC 2021-76	09/06/2023	3.27
223 - Duke Energy	02-Rogers Rd Sidepath-elec chgs 07/18-08/15/23	BC 2019-99	09/06/2023	8.81
223 - Duke Energy	02 - 3rd & Indiana signal- elec charges for 07/04- 08/02/23		09/06/2023	36.96
223 - Duke Energy	02-W 11th (Fairview & Fountain)-elec chas 07/21/23-08/21/23	BC 2021-10	09/06/2023	41.43
223 - Duke Energy	02-Gray/Lemon/Fountain-elec chgs-07/21/23-08/21/23	BC 2021-143	09/06/2023	20.38
223 - Duke Energy	02-Tapp & Deborah-signal chgs 07/02-08/01/23		09/06/2023	44.59
223 - Duke Energy	02-11th & Walnut Signal-elec chgs 07/08-08/07/23		09/06/2023	44.47
223 - Duke Energy	02- Int. of 14th & walnut-elec chgs 07/08/23-08/07/23		09/06/2023	42.70
223 - Duke Energy	02-2301 E. Woodstock Pl equip/elec chgs 07/06-08/03/23	BC 2022-124	09/06/2023	28.30
223 - Duke Energy	02-Signal Summary Billing-elec chgs 06/29-08/03/23	BC 2010-23	09/06/2023	3,214.06
223 - Duke Energy	02-308 N Roger-crosswalk-elec chgs 7/27-8/28/23			11.28
223 - Duke Energy	02-W 17th St Reconstruction Proj-elec chas 7/28-8/29/23	BC 2019-15		99.89
223 - Duke Energy	02-3rd/5th/Adams traffic signal-elec chgs 07/25/23-08/24/23			49.75
223 - Duke Energy	02-Downtown Alleys LED PH II-elec chgs 07/27/23-08/28/23	BC 2021-60		19.18

Account **53520 - Street Lights / Traffic Signals** Totals Invoice 17 Transactions \$3,715.20

Account **54440 - Motor Equipment**

5792 - Clark Truck Equipment Co., INC	20-Western Pro Plus Ultra Mount 8'6" Plow		09/15/2023	6,795.00
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Account **54440 - Motor Equipment** Totals Invoice 1 Transactions \$6,795.00

Program **200000 - Main** Totals Invoice 18 Transactions \$10,510.20

Department **20 - Street** Totals Invoice 18 Transactions \$10,510.20



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Fund 450 - Local Road and Street(S0706) Totals		Invoice 18	\$10,510.20
		Transactions	
Fund 451 - Motor Vehicle Highway(S0708)			
Department 20 - Street			
Program 200000 - Main			
Account 52210 - Institutional Supplies			
313 - Fastenal Company	20-Marking Paint, white	09/15/2023	181.20
Account 52210 - Institutional Supplies Totals		Invoice 1	\$181.20
		Transactions	
Account 52340 - Other Repairs and Maintenance			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-Gearwrench Set for Sign/Signal Crew	09/15/2023	239.99
336 - Southside Rental Center, INC	20-Propane for crews (60)	09/15/2023	71.40
Account 52340 - Other Repairs and Maintenance Totals		Invoice 2	\$311.39
		Transactions	
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	20-Rain bird sprinkler head for repair	09/15/2023	39.99
409 - Black Lumber Co. INC	2508 E Cedarwood Circle	09/15/2023	11.98
409 - Black Lumber Co. INC	20-Brush for sidewalk crew	09/15/2023	17.99
409 - Black Lumber Co. INC	20-SDS Makita for scooter corrals	09/15/2023	8.94
409 - Black Lumber Co. INC	20-Tie down strap, tree crew	09/15/2023	99.97
409 - Black Lumber Co. INC	20-Rapid Grass for Sidewalk crew	09/15/2023	35.88
409 - Black Lumber Co. INC	20-Rust-Oleum white for signal crew	09/15/2023	201.25
3560 - First Financial Bank / Credit Cards	20-Makita PC6114 Starter Assy for concrete saw	09/15/2023	\$416.00
Account 52420 - Other Supplies Totals		Invoice 7	\$416.00
		Transactions	
Account 53130 - Medical			
231 - IU Health OCC Health Services	20-DOT 5 Panel Screen-D. Bitner-8/10/23	09/15/2023	50.00
231 - IU Health OCC Health Services	20-DOT 5 Panel Screen -K. Bievins-8/10/23	09/15/2023	50.00



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

231 - IU Health OCC Health Services	20-DOT 5 Panel Screen -T. Carroll-8/10/23	09/15/2023	50.00
231 - IU Health OCC Health Services	20-DOT 5 Panel Screen-R. Hitchcox-8/10/23	09/15/2023	50.00
231 - IU Health OCC Health Services	20-DOT 5 Panel Screen-J. Morris-8/10/23	09/15/2023	50.00
231 - IU Health OCC Health Services	20-DOT 5 Panel Screen-A. Stillions-8/10/23	09/15/2023	50.00
Account 53130 - Medical Totals		Invoice 6 Transactions	<u>\$300.00</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06- cell phone chgs 07/12/23-08/11/23-Inv. 287297421132X081923 I	09/06/2023	130.22
Account 53210 - Telephone Totals		Invoice 1 Transactions	<u>\$130.22</u>
Account 53250 - Pagers			
332 - Indiana Paging Network, INC	20-Monthly Service for Pagers (Snow Control)-Oct 2023	09/15/2023	86.14
Account 53250 - Pagers Totals		Invoice 1 Transactions	<u>\$86.14</u>
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-8/23/23	09/15/2023	38.47
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/30/23	09/15/2023	8.35
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-8/30/23	09/15/2023	38.47
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 3 Transactions	<u>\$85.29</u>
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	20-Disposal fees for sweeper dump debris 7/31/23	09/15/2023	2,017.52
52226 - Hoosier Transfer Station-3140	20-Disposal fees for sweeper dump debris 8/14/23	09/15/2023	1,652.80
Account 53950 - Landfill Totals		Invoice 2 Transactions	<u>\$3,670.32</u>
Account 53990 - Other Services and Charges			
Tyler Abram	20-accident-Street emp-7-26-2023	09/15/2023	2,812.34
6152 - K&S Rolloff, INC	20-Rolloff Services for sweeper debris - 7/31/23 & 8/14/23	09/15/2023	1,000.00



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

392 - Koorsen Fire & Security, INC	20-Fire Extinguisher Inspection for Traffic BC 2022-092	09/15/2023	121.46
19444 - Jeffery D Todd (Todd Septic Tank Service)	Blda 20-pump saltwater collection tanks- 8/15/23	09/15/2023	200.00
Account 53990 - Other Services and Charges Totals		Invoice 4	<u>\$4,133.80</u>
		Transactions	
Program 200000 - Main Totals		Invoice 27	<u>\$9,314.36</u>
		Transactions	
Department 20 - Street Totals		Invoice 27	<u>\$9,314.36</u>
		Transactions	
Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice 27	<u>\$9,314.36</u>
		Transactions	
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 53150 - Communications Contract			
53442 - Paragon Micro, INC	26-2 computer for monitoring parking garage cameras	09/15/2023	2,151.96
Account 53150 - Communications Contract Totals		Invoice 1	<u>\$2,151.96</u>
		Transactions	
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06- cell phone chgs 07/12/23-08/11/23- Inv. 287297421132X081923 I	09/06/2023	40.78
Account 53210 - Telephone Totals		Invoice 1	<u>\$40.78</u>
		Transactions	
Account 53610 - Building Repairs			
392 - Koorsen Fire & Security, INC	26-Trades Garage- e-light inspection and service	BC 2022-092 09/15/2023	137.50
392 - Koorsen Fire & Security, INC	26-Morton St Gar-repair/service-fire alarm due to vandalizm	BC 2022-092 09/15/2023	277.95
Account 53610 - Building Repairs Totals		Invoice 2	<u>\$415.45</u>
		Transactions	
Account 53840 - Lease Payments			
512 - 7th & Walnut , LLC	26-Walnut St Garage - OCT 2023 garage rent	09/15/2023	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-October 2023 garage rent	09/15/2023	38,035.85
Account 53840 - Lease Payments Totals		Invoice 2	<u>\$55,860.64</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards

26-membership fees for IPMI-Wahl 09/15/2023 250.00

Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$250.00
	Transactions	
Program 260000 - Main Totals	Invoice 7	\$58,718.83
	Transactions	
Department 26 - Parking Totals	Invoice 7	\$58,718.83
	Transactions	
Fund 452 - Parking Facilities(S9502) Totals	Invoice 7	\$58,718.83
	Transactions	

Fund 454 - Alternative Transport(S6301)

Department **26 - Parking**

Program **260000 - Main**

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards

26-membership fees for IPMI-Wahl 09/15/2023 200.00

Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$200.00
	Transactions	
Program 260000 - Main Totals	Invoice 1	\$200.00
	Transactions	
Department 26 - Parking Totals	Invoice 1	\$200.00
	Transactions	
Fund 454 - Alternative Transport(S6301) Totals	Invoice 1	\$200.00
	Transactions	

Fund 455 - Parking Meter Fund(S2141)

Department **09 - CFRD**

Program **090000 - Main**

Account 53960 - Grants

5849 - Wheeler Mission Ministries, INC

09-Downtown Outreach Grant 2023-Full Amount 09/06/2023 41,000.00

Account 53960 - Grants Totals	Invoice 1	\$41,000.00
	Transactions	
Program 090000 - Main Totals	Invoice 1	\$41,000.00
	Transactions	
Department 09 - CFRD Totals	Invoice 1	\$41,000.00
	Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Department **26 - Parking**

Program **260000 - Main**

Account **52110 - Office Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-band-aids for first aid kit in Pkg Serv Office	09/15/2023	16.24
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-magnetic white boards for parking services office	09/15/2023	71.96
6530 - Office Depot, INC	26-office supplies-post it notes, tape, pens, staples, mouse pad	09/15/2023	147.76
Account 52110 - Office Supplies Totals		Invoice 3	<u>\$235.96</u>

Transactions

Account **52420 - Other Supplies**

8658 - Kleindorfer's Hardware LLC	26-Materials to post "No Parking" signs-hammer	09/15/2023	16.79
8658 - Kleindorfer's Hardware LLC	26-Materials to post "No Parking" signs-stapler & staples	09/15/2023	17.98
Account 52420 - Other Supplies Totals		Invoice 2	<u>\$34.77</u>

Transactions

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06- cell phone chgs 07/12/23-08/11/23-Inv. 287297421132X081923 I	09/06/2023	122.34
Account 53210 - Telephone Totals		Invoice 1	<u>\$122.34</u>

Transactions

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	26-membership fees for IPMI-Wahl	09/15/2023	245.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1	<u>\$245.00</u>

Transactions

Program **260000 - Main Totals** Invoice 7 \$638.07

Department **26 - Parking Totals** Invoice 7 \$638.07

Fund **455 - Parking Meter Fund(S2141) Totals** Invoice 8 \$41,638.07

Transactions

Fund **456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Account 52330 - Street , Alley, and Sewer Material

5149 - E&B Paving, INC	20-Tac oil for asphalt paving	BC 2023-009A	09/15/2023	1,341.15
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 1		<u>\$1,341.15</u>
		Transactions		
Program 200000 - Main Totals		Invoice 1		<u>\$1,341.15</u>
		Transactions		
Department 20 - Street Totals		Invoice 1		<u>\$1,341.15</u>
		Transactions		
Fund 456 - MVH Restricted Totals		Invoice 1		<u>\$1,341.15</u>
		Transactions		

Fund 600 - Cumulative Cap Imprv(CIG)(S2379)

Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street , Alley, and Sewer Material

5149 - E&B Paving, INC	20-Asphalt for patching W 13th St	BC 2023-009A	09/15/2023	348.08
5149 - E&B Paving, INC	20-Asphalt for patching Driscoll Rd	BC 2023-009A	09/15/2023	119.60
334 - Irving Materials, INC	20-Concrete Materials class A stone-Fairview & 13th	BC 2023-008	09/15/2023	740.00
334 - Irving Materials, INC	20-Concrete Materials class A stone-2509 Cedarwood Circle	BC 2023-008	09/15/2023	884.00
334 - Irving Materials, INC	20-Concrete Materials class A stone-Cedarwood Cir & Clavbridae	BC 2023-008	09/15/2023	740.00
365 - Rogers Group, INC	20-Stone (sidewalk & alley projects) commercial stone 15.63 unit		09/15/2023	186.78
365 - Rogers Group, INC	20-Stone (sidewalk & alley projects) commercial stone 15.04 unit		09/15/2023	179.73
365 - Rogers Group, INC	20-Stone (sidewalk & alley projects) commercial stone 14.72 unit		09/15/2023	117.02
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 8		<u>\$3,315.21</u>
		Transactions		
Program 020000 - Main Totals		Invoice 8		<u>\$3,315.21</u>
		Transactions		
Department 02 - Public Works Totals		Invoice 8		<u>\$3,315.21</u>
		Transactions		
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals		Invoice 8		<u>\$3,315.21</u>
		Transactions		

Fund 601 - Cumulative Capital Devlp(S2391)



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Department **02 - Public Works**

Program **020000 - Main**

Account **52420 - Other Supplies**

19681 - Southeastern Equipment Co, INC	20-Skirts for milling machine repairs	09/15/2023	236.31
603 - Traffic Control Corporation	20-Preempt/Priority AI Installation at 8 Intersections	09/15/2023	30,376.00
	Account 52420 - Other Supplies Totals	Invoice 2	<u>\$30,612.31</u>
	Program 020000 - Main Totals	Transactions Invoice 2	<u>\$30,612.31</u>
	Department 02 - Public Works Totals	Transactions Invoice 2	<u>\$30,612.31</u>
	Fund 601 - Cumulative Capital Devlp(S2391) Totals	Transactions Invoice 2	<u>\$30,612.31</u>
		Transactions	

Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

7076 - Beaver Research Company	16-Foam Degreaser for trucks	09/15/2023	540.65
337 - Stansifer Radio Co, INC	16-tablet parts for truck	09/15/2023	39.90
	Account 52420 - Other Supplies Totals	Invoice 2	<u>\$580.55</u>
		Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06- cell phone chgs 07/12/23-08/11/23-Inv. 287297421132X081923 I	09/06/2023	419.36
	Account 53210 - Telephone Totals	Invoice 1	<u>\$419.36</u>
		Transactions	

Account **53240 - Freight / Other**

7076 - Beaver Research Company	16-Foam Degreaser for trucks	09/15/2023	126.21
	Account 53240 - Freight / Other Totals	Invoice 1	<u>\$126.21</u>
		Transactions	

Account **53410 - Liability / Casualty Premiums**



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

8850 - Project Resources Group, INC	16-Insurance Claim Duke Energy-3333 Rolling Oak Dr-3/16/23		09/15/2023	4,019.87
	Account 53410 - Liability / Casualty Premiums Totals		Invoice 1	<hr/> \$4,019.87
			Transactions	
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 08/30/2023		09/15/2023	7.97
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 08/23/2023		09/15/2023	7.97
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 8/16/23		09/15/2023	7.97
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 08/30/2023		09/15/2023	26.76
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 08/16/2023		09/15/2023	26.76
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 08/23/2023		09/15/2023	26.76
	Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 6	<hr/> \$104.19
			Transactions	
Account 53990 - Other Services and Charges				
392 - Koorsen Fire & Security, INC	16-Fire Alarm repair Service Call	BC 2022-092	09/15/2023	272.95
	Account 53990 - Other Services and Charges Totals		Invoice 1	<hr/> \$272.95
			Transactions	
	Program 160000 - Main Totals		Invoice 12	<hr/> \$5,523.13
			Transactions	
	Department 16 - Sanitation Totals		Invoice 12	<hr/> \$5,523.13
			Transactions	
	Fund 730 - Solid Waste (S6401) Totals		Invoice 12	<hr/> \$5,523.13
			Transactions	
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	10- folders		09/15/2023	13.88
	Account 52110 - Office Supplies Totals		Invoice 1	<hr/> \$13.88
			Transactions	
Account 52430 - Uniforms and Tools				



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-G. Hill (11.5 D)-8/23/23	09/15/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Brown (13 M)-8/24/23	09/15/2023	100.00
Account 52430 - Uniforms and Tools Totals		Invoice 2	<u>\$200.00</u>
		Transactions	
Account 53130 - Medical			
6185 - David Wayne Douglas	10-reimb for CDL physical-8/24/23	09/15/2023	100.00
6198 - Allan Russell Frye	10-reimb for CDL physical-8/22/23	09/15/2023	100.00
Account 53130 - Medical Totals		Invoice 2	<u>\$200.00</u>
		Transactions	
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	10-International IMLA webinar Pratt Animal Law	09/15/2023	99.00
Account 53160 - Instruction Totals		Invoice 1	<u>\$99.00</u>
		Transactions	
Account 53420 - Worker's Comp & Risk			
7792 - ONB Benefit Administration LLC (JWF Specialty)	10- Workers Comp Payment (Admin Fee) 6/01/23-6/01/24	09/15/2023	19,000.00
Account 53420 - Worker's Comp & Risk Totals		Invoice 1	<u>\$19,000.00</u>
		Transactions	
Program 100000 - Main Totals		Invoice 7	<u>\$19,512.88</u>
		Transactions	
Department 10 - Legal Totals		Invoice 7	<u>\$19,512.88</u>
		Transactions	
Fund 800 - Risk Management(S0203) Totals		Invoice 7	<u>\$19,512.88</u>
		Transactions	
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	12-employer clinic support - September 2023	09/15/2023	2,600.00
17785 - The Howard E. Nyhart Company, INC	12 - Nyhart Admin Fee (FSA, HSA, Wellness) - July 2023	09/15/2023	1,262.15
Account 53990 - Other Services and Charges Totals		Invoice 2	<u>\$3,862.15</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/02/23 -
09/15/23

Account 53990.1201 - Other Services and Charges Health Insurance

17785 - The Howard E. Nyhart Company, INC	12-FYE 12/31/2022 FULL GASB 75 REPORT	09/15/2023	8,700.00
3908 - CIGNA Healthcare	12-Cigna Dental Funding - 9/7/2023	09/07/2023	46,112.51
Account 53990.1201 - Other Services and Charges Health Insurance Totals			Invoice 2 Transactions \$54,812.51
Program 120000 - Main Totals			Invoice 4 Transactions \$58,674.66
Department 12 - Human Resources Totals			Invoice 4 Transactions \$58,674.66
Fund 801 - Health Insurance Trust Totals			Invoice 4 Transactions \$58,674.66

Fund 802 - Fleet Maintenance(S9500)

Department 17 - Fleet Maintenance

Program 170000 - Main

Account 52230 - Garage and Motor Supplies

50605 - Bauer Built, INC	17 - Disposal Fee for (2)medium & (4)large agriculture tires	09/15/2023	360.00
50605 - Bauer Built, INC	17 - (4) LT24575R17 Delta Sierra Rad AT4S tires & Ind. tire fee	09/15/2023	641.00
50605 - Bauer Built, INC	17 - various tires & repaired tires for shop	09/15/2023	2,889.59
Account 52230 - Garage and Motor Supplies Totals			Invoice 3 Transactions \$3,890.59

Account 52240 - Fuel and Oil

612 - Petroleum Traders Corporation	17 - unleaded fuel (7,607 gallons)- 7/20/23	09/15/2023	25,686.11
Account 52240 - Fuel and Oil Totals			Invoice 1 Transactions \$25,686.11

Account 52320 - Motor Vehicle Repair

53385 - O'Reilly Automotive Stores, INC	17 - Wheel Weights for shop	09/15/2023	241.37
Account 52320 - Motor Vehicle Repair Totals			Invoice 1 Transactions \$241.37

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	17 - hose end connect & hose mender, Krud Kutter conc - shop	09/15/2023	23.26
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Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

	Account 52420 - Other Supplies Totals	Invoice 1 Transactions	\$23.26
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)- 8/23/2023	09/15/2023	22.11
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat rentals and shop towels-8/9/23	09/15/2023	88.90
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel services- 8/16/2023	09/15/2023	88.90
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Mat & towel rentals - 8/23/2023	09/15/2023	88.90
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)- 8/9/2023	09/15/2023	43.89
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)- 8/16/2023	09/15/2023	21.88
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 6 Transactions	\$354.58
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	17 - BMV Unit 4691	09/15/2023	15.00
3560 - First Financial Bank / Credit Cards	17 - BMV Unit 8761	09/15/2023	15.00
3560 - First Financial Bank / Credit Cards	17 - Refridgator	09/15/2023	698.78
3560 - First Financial Bank / Credit Cards	17 -Cummins Racing Engines- turn flvwheel	09/15/2023	65.00
3560 - First Financial Bank / Credit Cards	17-Blesch Bros- clutch plate and cover for Ford 6610S	09/15/2023	1,357.69
3560 - First Financial Bank / Credit Cards	17 - AutoAuth yearly subscription charge	09/15/2023	50.00
	Account 53990 - Other Services and Charges Totals	Invoice 6 Transactions	\$2,201.47
	Program 170000 - Main Totals	Invoice 18 Transactions	\$32,397.38
	Department 17 - Fleet Maintenance Totals	Invoice 18 Transactions	\$32,397.38
	Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice 18 Transactions	\$32,397.38
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			



Board of Public Works Claim Register

Invoice Date Range 09/02/23 - 09/15/23

Account 53990.1271 - Other Services and Charges Section 125 - URM- City

17785 - The Howard E. Nyhart Company, INC	12-City URM	09/05/2023	378.54
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/05/2023	3.27
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/05/2023	126.16
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/06/2023	58.20
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/07/2023	301.77

Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice 5	\$867.94
	Transactions	

Account 53990.1272 - Other Services and Charges Section 125 - DDC- City

17785 - The Howard E. Nyhart Company, INC	12-City DDC	09/05/2023	98.09
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Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals	Invoice 1	\$98.09
	Transactions	

Account 53990.1283 - Other Services and Charges Health Savings Account

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA Employee Contribution 9-08-2023	09/07/2023	22,995.92
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Account 53990.1283 - Other Services and Charges Health Savings Account Totals	Invoice 1	\$22,995.92
	Transactions	

Program 120000 - Main Totals	Invoice 7	\$23,961.95
	Transactions	

Department 12 - Human Resources Totals	Invoice 7	\$23,961.95
	Transactions	

Fund 804 - Insurance Voluntary Trust Totals	Invoice 7	\$23,961.95
	Transactions	

Grand Totals	Invoice 308	\$1,120,087.35
	Transactions	

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
09/15/23	Claims				\$1,120,087.35

\$1,120,087.35

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 \$1,120,087.35

Dated this 12th **day of** September **year of 20** 23 **.**

 Kyla Cox Deckard, President

 Elizabeth Karon, Vice President

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 _____