

# **Board of Public Works Meeting**

## **January 28, 2025**



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](http://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 at [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov) and provide your name, contact information, and a link to or description of the document or web page you are having problems with.



## Board of Public Works

### Staff Report

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**Project/Event:** Encroachment Agreement for 812 S. Morton St.  
**Petitioner/Representative:** Jenise Roane – Bailey Weiler  
**Staff Representative:** [Maria McCormick](#)  
**Date:** January 28, 2025

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#### Report:

The petitioner is requesting an encroachment agreement for a garage on the property that is partially located in the Right-of-Way. The north wall of the garage encroaches 4.5' into the alley that runs along the north side of the property. The garage was originally built in 1954 and its location and size has remained unchanged. This encroachment was discovered as part of a variance process with the Planning and Transportation Department.



**BOARD OF PUBLIC WORKS  
RESOLUTION 2025-004**

**Encroachment Agreement for 812 S. Morton St**

**WHEREAS**, Thomas J. Forbes and Martha Louise Shedd (hereinafter "Owners") own the real property at 812 S. Morton Street, which real estate is more particularly described in a deed recorded as Instrument No. 2019011301, in the Office of the Recorder of Monroe County (hereinafter "Property"); and

**WHEREAS**, the home on the Property was originally built in 1925 and the garage on the Property was built in 1954; and

**WHEREAS**, the north side of the garage was built so that it encroaches on the alley that runs to the north of the Property by approximately 4.5 feet; and

**WHEREAS**, in June 2024, Owners applied for a variance for an addition to the home that would connect the existing garage to the home. The variance was approved on July 31, 2024 and the building permit was approved on August 2, 2024. Construction was completed and the Owners received a Certificate of Occupancy on November 14, 2024; and

**WHEREAS**, Owners are requesting approval of the 4.5 feet encroachment of the garage on the alley that runs to the north of the Property; and

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

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

**NOW, THEREFORE, BE IT RESOLVED:**

That the City agrees not to initiate any legal action against Owners or their successor(s) in interest regarding the encroachment into the described right-of-way provided that:

1. Owners agree to maintain the described encroachment and to keep it in a safe and good condition. Owners shall be responsible for timely performance of maintenance and shall bear all expense regarding such maintenance.
2. The encroachment shall not deviate from the design which is depicted in Exhibit 1 of this Resolution. Exhibit 1 is attached hereto and incorporated herein by reference as though fully set forth.

3. This Resolution is not intended to relieve Owners of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.
4. Owners agrees that the only encroachment that in the right of way are described herein. In the event Owners wish to install any additional encroachment(s), Owners must first obtain additional approval from the Board of Public Works.
5. The terms of this Resolution shall be in effect upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owners and acknowledgement by Owners that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City; and (c) the return of a copy of the signed and notarized Resolution to the Engineering Department for recording, which must include the fee to the Monroe County Recorder's Office. In the event, Owners fail to return the notarized Resolution to the Engineering Department within 30 days of Board approval this agreement will be void.
6. Owners understand and agree that if the City or a public utility needs to work in said area for any reason, and the encroachment needs to be removed to facilitate the City or a utility, the removal shall be at the sole expense of Owners, and the City shall not be responsible for any damage which may occur to the encroachment by the City's workers or contractors, or by those of a public utility. Owners shall not be compensated for any expense which they may incur.
7. If at any time it is determined that the encroached upon areas should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvement interferes with the planned public improvements, then Owners shall remove any materials or other installations, included within the encroachment upon notification by the City, without compensation by the City.
8. In the event the Owners sells the property during the term of this authorization, this authorization shall continue under the original conditions and be binding on their successors and assigns. However, if Owners' successors and assigns wish to change any of the encroachment(s) in any way, Owners' successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
9. In consideration for the use of the property, pursuant to this Resolution, Owners, for themselves, their officers, directors, agents, employees, members, successors and assigns, (collectively, the "Owner Parties")

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

10. This Resolution shall run with the land and shall bind the Owners and their successors and assigns. Owners expressly consent to the provisions of this Resolution on their own behalf and on behalf of their successors and assigns.
11. Owners agree by signing that they have full power by proper action to enter into this agreement and have authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2025-004 this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF BLOOMINGTON**

**Owners of 812 S. Morton St**

**BOARD OF PUBLIC WORKS**

By: \_\_\_\_\_  
Kyla Cox Deckard, President

By: \_\_\_\_\_  
Thomas J. Forbes, Owner

By: \_\_\_\_\_  
Elizabeth Karon, Vice President

By: \_\_\_\_\_  
Martha Louise Shedd, Owner

By: \_\_\_\_\_  
James Roach, Secretary

Date: \_\_\_\_\_

STATE OF INDIANA )

) SS:

COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Elizabeth Karon, and James Roach of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

Resident of \_\_\_\_\_ County

\_\_\_\_\_  
Notary Public Signature

My Commission #: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

My Commission expires: \_\_\_\_\_

STATE OF INDIANA )

) SS:

COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared Thomas J. Forbes and Martha Louise Shedd, Owners of 812 S. Morton St., who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

Resident of \_\_\_\_\_ County

\_\_\_\_\_  
Notary Public Signature

My Commission #: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

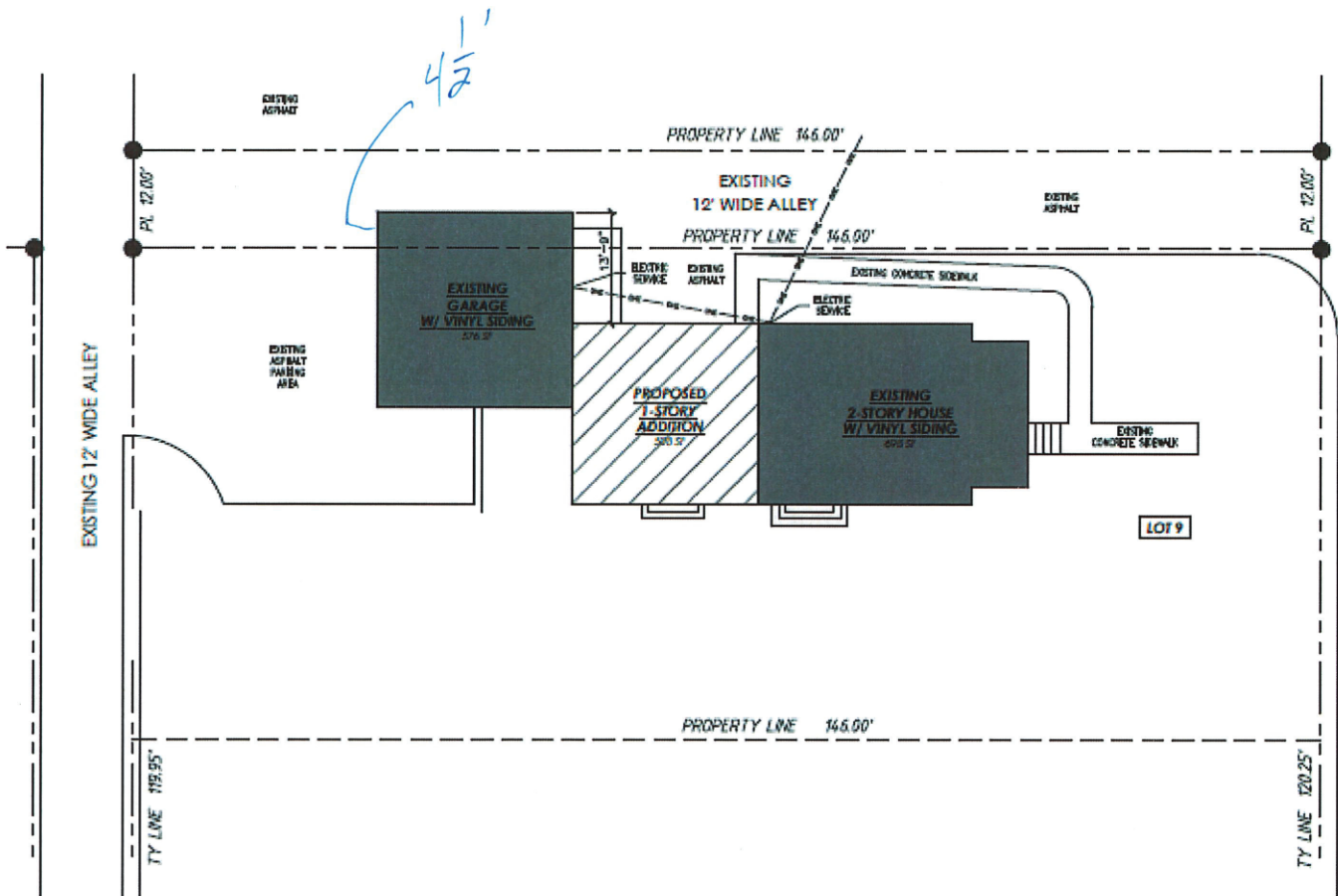
My Commission expires: \_\_\_\_\_

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Aleksandrina P. Pratt

This instrument was prepared by Aleksandrina P. Pratt, Assistant City Attorney,  
City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.

Resolution 2025-004

**SCALED DRAWING OF 812 SOUTH MORTON STREET**  
Taken from professional architectural drawings for our home



Encroachment Agreement requested for 812 S Morton Street, Building Permit R-24-419, Variance Permit V-21-24

01/02/2025

Jenise Roane  
Bailey Weiler Design Build  
648 N Madison St Suite 1  
Bloomington, IN 47404  
[jroane@bailey-weiler.com](mailto:jroane@bailey-weiler.com)

Maria McCormick  
Public Improvements Manager  
[maria.mccormick@bloomington.in.gov](mailto:maria.mccormick@bloomington.in.gov)

Hello Maria,

I am writing on behalf of Martha Shedd and JT Forbes at 812 S Morton St., Bloomington, IN 47403 to ask that an encroachment agreement be approved at the next Board of Public Works meeting on January 28<sup>th</sup>.

In June 2024, we applied for a variance for the project of an addition to the home that would connect the existing garage to the home. Our variance was approved on July 31<sup>st</sup>, and subsequently the building permit was approved on August 2<sup>nd</sup>, 2024. We have completed construction and all necessary inspections and received a Certificate of Occupancy on November 14, 2024. The home was originally built in 1925, and the garage was built in 1954. The approved variance was because the north side of the garage was built so that it encroaches on the alley by approximately 4.5 feet. The only structural update to the garage was a roof replacement to update the asphalt shingles to a metal roof. This was done to update the garage, but also to make it match the roof style of the home, and the new addition that connected the garage to the home.

There was no new construction on the garage, and nothing about the footprint of the garage was changed. Since nothing has changed with the garage itself, moving the garage would only cause undue waste of materials and additional construction expenses. We are looking for the Board of Public Works to approve our request for an encroachment agreement.

Thank you in advance for your consideration,

Jenise Roane

**BLOOMINGTON HEARING OFFICER  
STAFF REPORT  
Location: 812 S. Morton Street**

**CASE #: V-21-24  
DATE: July 31, 2024**

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**PETITIONER:** J.T. Forbes and Martha Shedd  
812 S. Morton Street, Bloomington

**CONSULTANT:** Bailey & Weiler Design, LLC  
PO Box 3134, Bloomington

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**REQUEST:** The petitioner is requesting a variance from side yard building setback standards to allow for an addition to a single family dwelling unit.

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**REPORT:** The petition site is zoned Mixed-Use Medium Scale (MM) and is located south of the intersection of W. Dodds Street and S. Morton Street. It is currently developed with a single-family residence, a detached garage, and a parking area in the rear. Surrounding land uses include single family residences to the west, east, and south with an office building to the north. This property is located in the McDoel Historic District and a Certificate of Appropriateness (COA-24-09) has been approved for this project. This project received a variance (V-05-20) for the same scope of work, but the work was not initiated and the variance expired.

The petitioner is proposing an addition to the residence and will be connecting the house to an existing detached garage. Since the detached garage is being attached to the residence, it must meet the setback requirements for a primary structure. The existing garage encroaches over the north property line approximately 4.5' into a public alley.

The proposed one-story addition would expand the residence along the existing north and south walls and meet the 7' setback from the north (side) property line. The residence is currently approximately 9' from the north property line and 28' from the south property line. An encroachment agreement for the garage may be needed from the Board of Public Works and the petitioner will coordinate that with Staff.

The petitioner is requesting a variance to legitimize the existing 0' setback from the north property line for the existing garage, in order to allow the garage to be attached to the house.

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**CRITERIA AND FINDINGS FOR DEVELOPMENT STANDARDS VARIANCE**

**20.09.130 e) Standards for Granting Variances from Development Standards:** A variance from the development standards of the Unified Development Ordinance may be approved only upon determination in writing that each of the following criteria is met:

1) *The approval will not be injurious to the public health, safety, morals, and general welfare of the community.*

**PROPOSED FINDING:** No injury is found with this petition. The proposal provides for continued use of a single-family residence. The variance will allow an existing garage to be



attached to the primary residence only, the proposed addition will meet the minimum side yard setback from the property line. The garage will not be expanded to further the existing encroachment.

2) *The use and value of the area adjacent to the property included in the Development Standards Variance will not be affected in a substantially adverse manner.*

**PROPOSED FINDING:** No adverse impacts to the use and value of the surrounding properties are found as a result of the requested variance. The site will continue to be used as a single family residence and the addition will meet all required setbacks. The granting of this approval is only necessitated because of the existing encroachment of the garage. The scope of work only involves attaching a portion of the existing garage to the residence and must therefore be legitimized to allow the structures to be connected. A letter of support from an adjacent neighbor was received and is included in the packet.

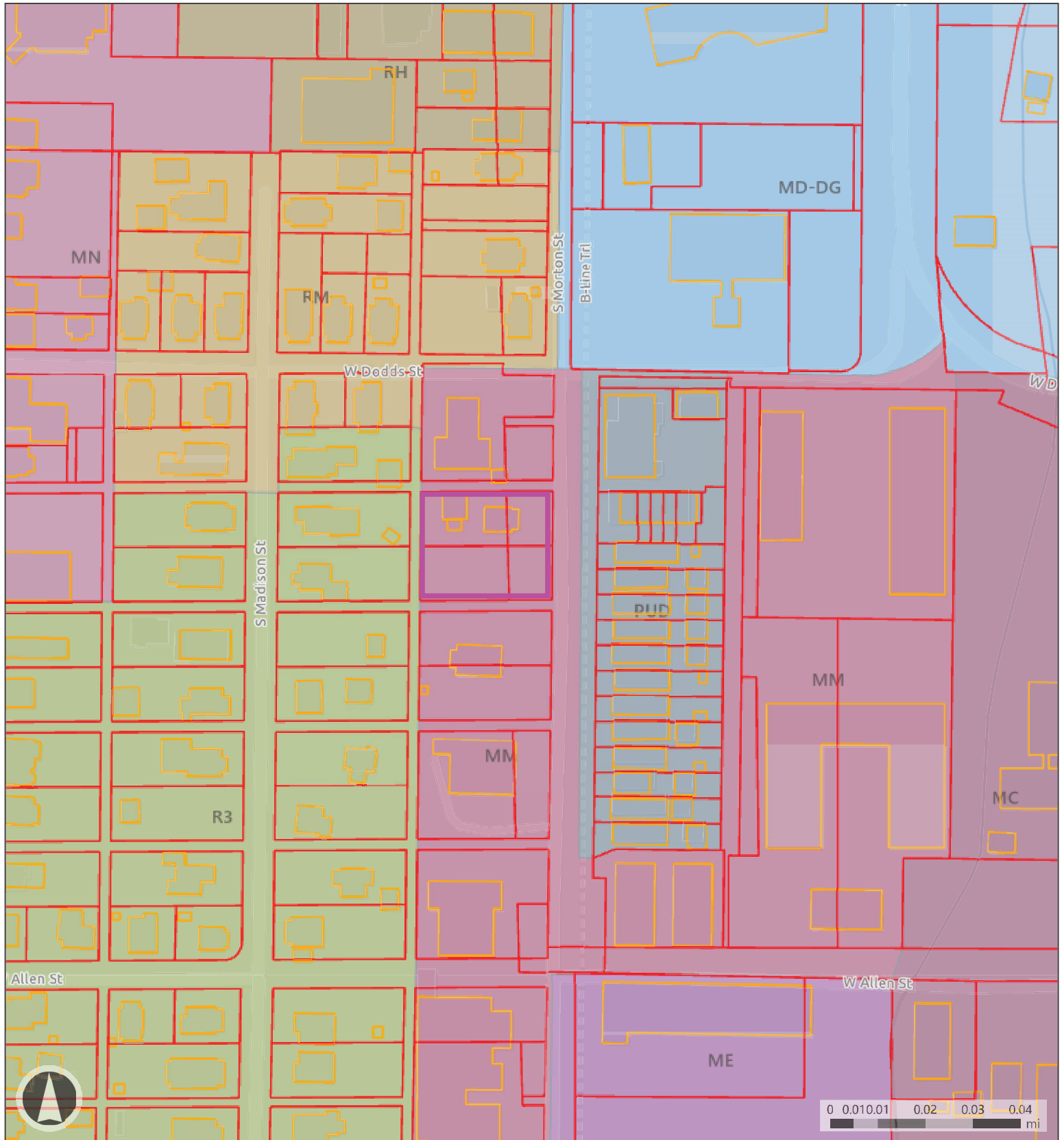
3) *The strict application of the terms of the Unified Development Ordinance will result in practical difficulties in the use of the property; that the practical difficulties are peculiar to the property in question; that the Development Standards Variance will relieve the practical difficulties.*

**PROPOSED FINDING:** Practical difficulty is found in that due to the location of the existing garage, it is not possible to connect the house to the garage without the granting of a variance. Requiring the removal of the garage in order to meet setback requirements would not allow an existing structure to be utilized and necessitate the waste of materials and additional construction expense to build a new structure. Peculiar condition is found in the location of the garage within the existing setback which does not allow the residence and the garage to be connected. The granting of this variance simply allows for a unified roof line that will connect the garage to the house. Attached garages are a typical feature on single family lots.

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**RECOMMENDATION:** The Department recommends that the Hearing Officer adopt the proposed findings and approve the petition with the following conditions:

1. The parking area in the rear of the structure must be brought into compliance with parking standards before occupancy will be issued for the addition.
2. Any addition to the garage must meet setback requirements. If the garage is removed, any new construction must meet setback requirements.
3. The petitioner will continue to work with staff on an Encroachment Agreement through the Board of Public Works if deemed necessary.



Map Legend

Parcels

Buildings

Bloomington Municipal Boundary

Urban Area

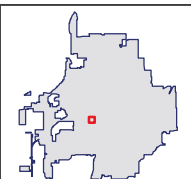
Metropolitan Planning Area

Mixed-Use Conductor

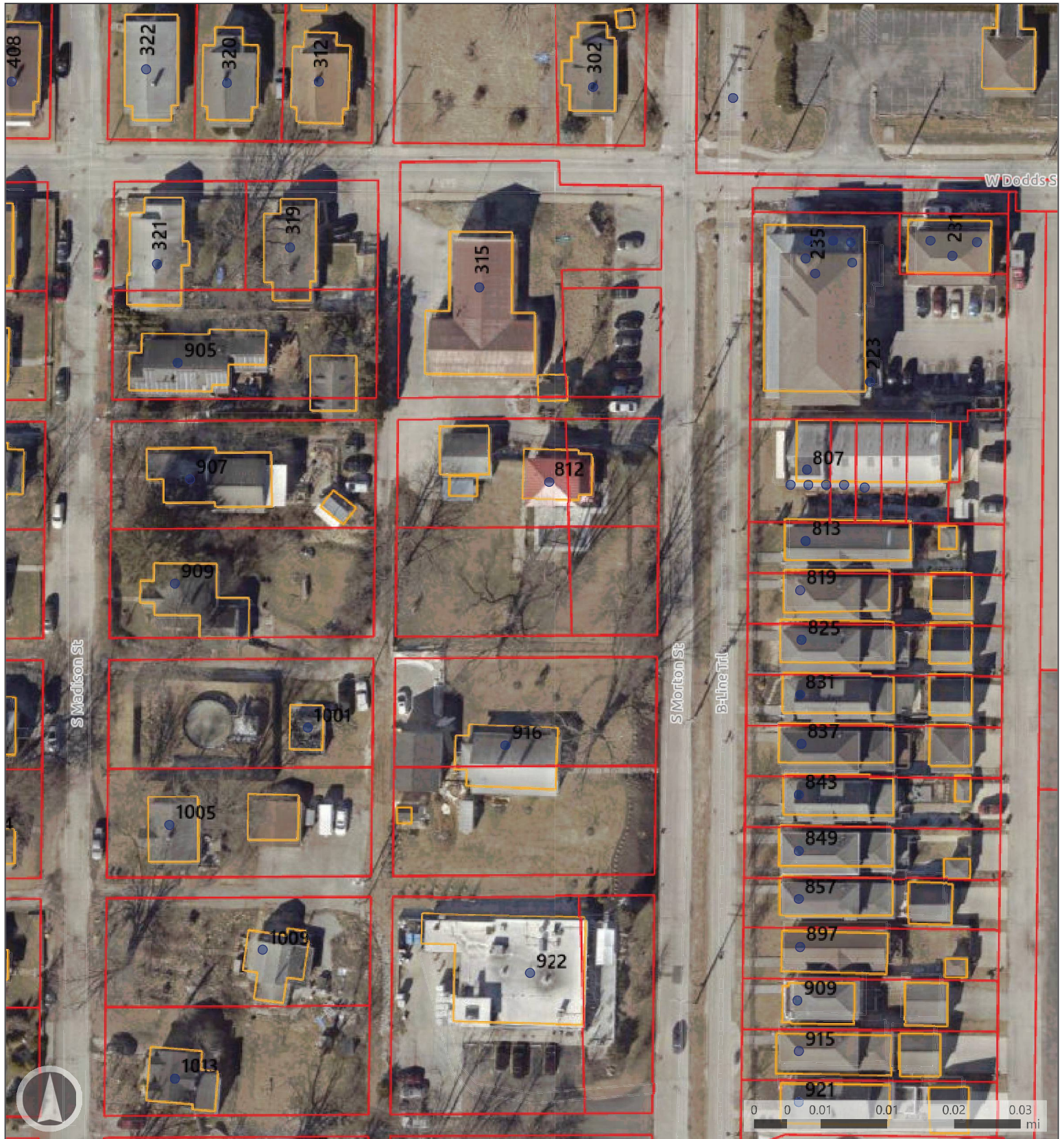
Mixed-Use Downtown Gateway

Mixed-Use Employment

Mixed-Use Medium-Scale

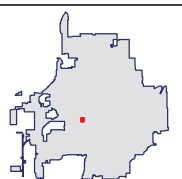






Map Legend

- Addresses
- Parcels
- Buildings
- Bloomington Municipal Boundary





## PETITIONERS' STATEMENT

We respectfully request a variance for the garage of our personal residence at 812 South Morton Street in the McDoel Historic District. Approval of this request will enable us to build a new addition that makes the house more accessible as we age in place.

The existing house structure was built in 1925 and served as a single-family owned residence for 69 years before becoming an investment property for the last two individuals who held title to the property. The garage was added in 1954 and it seems that a concrete floor was poured in 1960. Neighborhood lore has it that new drywall, insulation, wiring, and a heating and cooling unit was added in the early part of this century as part of a project to convert the garage to office space. The north side of the garage encroaches on the alley by approximately 4.5 feet.

We are committed to this neighborhood and this property as a home to age in place. Many of our adjacent neighbors, and principal authors of the McDoel Historic District Design Guidelines, have greeted us warmly and are supportive of us continuing to transform a previously vacant structure where drugs were consumed on the porch, into a vibrant home where friends, loved ones, and neighbors gather.

We have studied the history of the neighborhood and legacy of the house. For 69 years, it served as a home to common laborers who tarried for the Fagan Stone Company, Indiana University, the Monon Railroad, Monroe County Schools, and the Radio Corporation of America. It became an investment property for the last two individuals who held title to the property.

The aims of the McDoel Historic District Guidelines affirm our approach to renewing this home:

*"Livability should be supported by maintaining affordability and property values, fostering energy conservation, fostering the visual compatibility of the neighborhood, promoting aging in place, and sustaining the character of contributing buildings."*

The new addition will add approximately 840 square feet to the property, providing a master bedroom and bathroom, laundry facilities, a half-bathroom, and connect the garage to the house to make the first floor accessible in the event we experience mobility issues as we age in this, our last home.

Demolishing the existing garage seems a costly and environmentally irresponsible action. The garage is a very sound structure in very good condition. Moving the garage would be a very dramatic and financially extravagant solution. Having considered alternative designs for the addition, we are requesting a variance for the garage because it is the most affordable, accessible, and sustainable design that also is responsive to the McDoel Historic District Guidelines.

Thank you for consideration. We are both humbled and proud to add our names to the Boshears, Dillard, Hays, and Stalcup families who knew the house at 812 South Morton as a home where adults and children lived, loved, and welcomed co-workers, friends, family members, and neighbors. Approval of this variance will allow us to develop this property for ourselves and the future generations of McDoel Gardens.



## Board of Public Works Staff Report

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<b>Project/Event:</b>	2025 Asian American and Pacific Islander Heritage Month Opening Celebration/Asianfest
<b>Petitioner/Representative:</b>	Community and Family Resources Department (CFRD) and IU Asian Culture Center (ACC)
<b>Staff Representative:</b>	Andrew Shannon, Safe and Civil City Director, CFRD Melanie Castillo-Cullather, Founding Director of IU ACC
<b>Date of Event:</b>	Thursday, March 27, 2025
<b>Date of Board Meeting:</b>	Tuesday, January 28, 2025

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### Report:

Asian American and Pacific Islander Heritage Month Opening Celebration/Asianfest

Date: Thursday, March 27

Time: 5:00 pm to 8:30 pm

Venue: Outside - Kirkwood between Walnut & Washington / Inside - Buskirk-Chumley Theater, 114 E Kirkwood Ave, Bloomington, IN 47408

Description: Please join the IU Asian Culture Center and the City of Bloomington at the kickoff celebration of the 2025 Asian American and Pacific Islander Heritage Month. The event's featured activities represent the diversity within IU and broader Bloomington community. The event will include arts and crafts, a taste of Asian cuisine, and a showcase of cultural performances and fashion show. This event is open to all ages, there will be something for everyone!

Asianfest returns in Buskirk-Chumley Theater inside and outside street festival with Food Vendors.

The Asianfest Planning Committee is requesting to block off the street for a one block radius from S. Walnut and Kirkwood Avenue in front of the Buskirk-Chumley Theater, 114 E. Kirkwood Avenue to N. Washington Street.

The Asianfest Planning Committee would like to have Food Trucks outside on the main street corridor, as well as cultural activities.

# **PLACEHOLDER**

**Resolution is still under legal review**



**KERRY THOMSON**  
**MAYOR**

**CITY OF BLOOMINGTON DEPARTMENT OF PUBLIC WORKS**

401 N Morton St Suite 120 PW 812.349.3410 PO Box 100  
Bloomington IN 47402

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 three (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





# SPECIAL EVENT APPLICATION

City of Bloomington  
 Department of Public Works  
 Bloomington, Indiana 47404  
 812-349-3410

## 1. APPLICANT INFORMATION

Contact Name:	Andrew Shannon		
Contact Phone:	812-349-3430	Mobile Phone:	910-762-3145
Title/Position:	Safe and Civil City Director		
Organization:	Community and Family Resources Department		
Address:	401 N. Morton Street, Suite 260		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	andrew.shannon@bloomington.in.gov		
Organization E-Mail and URL:	cfrd@bloomington.in.gov		
Org Phone No:	812-349-3430	Fax No:	

## 2. ANY KEY PARTNERS INVOLVED (including Food Vendors if applicable)

Organization Name:	Indiana University Asian Culture Center		
Address:	807 E. 10th Street		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	mcullath@iu.edu		
Phone Number:	812-856-5361	Mobile Phone:	
Contact Name:	Melanie Castillo-Cullather		
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 checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Thursday, March 27, 2025	
Time of Event:	Date: 3/27/25 Start: 5 p.m. Date: 3/27/25 End: 8:30 p.m.	
Setup/Teardown time Needed	Date: 3/27/25 Start: 3 p.m. Date: 3/27/25 End: 9:00 p.m.	
Calendar Day of Week:	Thursday	
Description of Event:	<p>Asian American and Pacific Islander Heritage Month Opening Celebration/Asianfest            Date: Thursday, March 27            Time: 5:00 pm to 8:30 pm            Venue: Outside - Kirkwood between Walnut &amp; Washington / Inside - Buskirk-Chumley Theater, 114 E Kirkwood Ave, Bloomington, IN 47408</p> <p>Description: Please join the IU Asian Culture Center and the City of Bloomington at the kickoff celebration of the 2025 Asian American and Pacific Islander Heritage Month. The event's featured activities represent the diversity within IU and broader Bloomington community. The event will include arts and crafts, a taste of Asian cuisine, and a showcase of cultural performances and fashion show. This event is open to all ages, there will be something for everyone!</p> <p>Asianfest returns in Buskirk-Chumley Theater inside and outside street festival with Food Vendors.</p> <p>The Asianfest Planning Committee is requesting to block off the street for a one block radius from S. Walnut and Kirkwood Avenue in front of the Buskirk-Chumley Theater, 114 E. Kirkwood Avenue to N. Washington Street.</p> <p>The Asianfest Planning Committee would like to have Food Trucks outside on the main street corridor, as well as cultural activities.</p>	
Expected Number of Participants:	500	Expected # of vehicles (Use of Parking Spaces to close): 50

**4. IF YOUR EVENT IS A NEIGHBORHOOD BLOCK PARTY, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:**

<input type="checkbox"/>	<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> <li>· The starting point shall be clearly marked</li> <li>· The ending point shall be clearly marked</li> <li>· Each intersection along the route shall be clearly identified</li> <li>· A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)</li> </ul>
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	<p>A properly executed Maintenance of Traffic Plan</p> <ul style="list-style-type: none"> <li>· Determine if No Parking Signs will be required</li> </ul>
<input type="checkbox"/>	Noise Permit application

**5. 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"/>	<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> <li>· The starting point shall be clearly marked</li> <li>· The ending point shall be clearly marked</li> <li>· The number of lanes to be restricted on each road shall be clearly marked</li> <li>· Each intersection along the route shall be clearly identified</li> <li>· A notation of how each intersection is to be blocked shall be specifically noted at each intersection (i.e.: Type 3 barricades and/or law enforcement); and</li> <li>· The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<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 · Not applicable
<input type="checkbox"/>	<p>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.</p>
<input type="checkbox"/>	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required * Determine if Barricades will be required</p>
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department Not applicable ·
<input type="checkbox"/>	Noise Permit application Not · applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

**6. 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**

<b>X</b>	<p>A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)</p> <p>The starting point shall be clearly marked</p> <ul style="list-style-type: none"> <li>· The ending point shall be clearly marked</li> <li>· The number of lanes to be restricted on each road shall be clearly marked</li> <li>· Each intersection along the route shall be clearly identified</li> <li>· 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</li> <li>· The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<b>X</b>	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 <b>X</b> Not applicable
<b>X</b>	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required * Determine if Barricades will be required</p>
<b>X</b>	Noise Permit application · Not applicable
<input type="checkbox"/>	Beer& Wine Permit <b>X</b> Not applicable
<b>X</b>	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. <b>DEADLINE:</b> To Public Works no later than five days before event.
<b>X</b>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<b>X</b>	Waste and Recycling Plan if more than 100 participates (template attached)

## 7. CHECKLIST

<b>X</b>	Determine type of Event
<b>X</b>	Complete application with attachment: <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"/> For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist
<b>X</b>	Date Application will be heard by Board of Public Works - <b>January 28, 2025</b>
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park) - N/A
<b>X</b>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application) - N/A

**FOR CITY OF BLOOMINGTON USE ONLY**

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police		
	Bloomington Fire		
	Engineering		
	Legal		
	Parking Enforcement		
	Transit		
	Office of the Mayor		
	Utilities		
	Public Works		
	Board of Public Works		



## **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 Miranda Beaver with any questions: (812) 349-3411 or [miranda.beaver@bloomington.in.gov](mailto:miranda.beaver@bloomington.in.gov)

### **Event and Noise Information**

Name of Event:	2025 Asianfest			
Location of Event:	Outside - Kirkwood between Walnut & Washington Inside - Buskirk-Chumley Theater			
Date of Event:	March 27, 2025	Time of Event:	Start: 3 p.m.	
Calendar Day of Week:	Thursday		End: 8:30 p.m.	
Description of Event:	Description: Please join the IU Asian Culture Center and the City of Bloomington at the kickoff celebration of the 2025 Asian American and Pacific Islander Heritage Month. The event's featured activities represent the diversity within IU and broader Bloomington community. The event will include arts and crafts, a taste of Asian cuisine, and a showcase of cultural performances and fashion show. This event is open to all ages, there will be something for everyone!			
Source of Noise:	Live Band	Instrument	<input checked="" type="checkbox"/> Loudspeaker	Will Noise be Amplified? Yes No
Is this a Charity Event?	Yes No	If Yes, to Benefit:		

### **Applicant Information**

Name:	Andrew Shannon		
Organization:	City of Bloomington - Community and Family Resources Department	Title:	Safe and Civil City Director
Physical Address:	401 N. Morton Street, Suite 260, Bloomington, IN 47404		
Email Address:	<a href="mailto:andrew.shannon@bloomington.in.gov">andrew.shannon@bloomington.in.gov</a>	Phone Number:	812-349-3430
Signature:		Date:	



**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.**

<b>BOARD OF PUBLIC WORKS</b>	Elizabeth Karon, Vice-President
Kyla Cox Deckard, President	James Roach, Secretary
— Date	

# Waste and Recycling Management Plan Template

Event name: Asianfest

Number of expected attendees: 500

Number of food vendors: 4

Number of other vendors: 30 tables

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

Melanie Castillo-Cullather, will be the designated waste and recycling manager.

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

**TIP:** Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees.

ClearStream recycling bins are available for use through [Downtown, Bloomington, Inc.](#)

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

Type of waste	Collection plan
Food/Drink waste & non-recyclable containers	15 trash bins provided by COB Sanitation Division
Recyclable food & drink containers	5 recycle bins provided by COB Sanitation Division

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

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

COB Sanitation Division will deliver trash & recycling bins to corner parking spot of S Washington & Kirkwood morning of Thursday, March 27, 2025. Event organizers and team will distribute throughout event space according to plan. At end of event, event organizers and team will collect and place back in corner parking spot of S Washington & Kirkwood for COB Sanitation Division to collect following morning, Friday, March 28, 2025.

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

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

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

**Designation of duties:** Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.



RE: Notice of Public Meeting

Dear Sir or Madam:

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in the Public Right Way for Asianfest.

The Board of Public Works meeting to hear this request will be on January 28, 2025 at 5:30 PM. Board of Public Works meetings are held virtually via zoom and in person in the City of Bloomington Council Chambers at City Hall, 401 N. Morton Street, Bloomington, Room 115.

Zoom information for the meeting may be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for zoom information.

The proposal for this event will be on file and may be examined in the Public Works office on Friday, January 24, 2025, prior to the Tuesday, January 28, 2025 meeting. All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3411 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

Petitioner:

*Andrew J. H.*

Date:

*01/15/25*

Trojan Horse ~~North Shady~~ - 100 E. Kirkwood St.

Uptown Cafe ~~Cal Cu~~

102 E. Kirkwood Ave.

Farmington

108 E. Kirkwood Ave. (JACK LEWIS, JR.)

Blue Boy

Oli Lef

121 E. Kirkwood Ave. (OLIVIA LOHMAN)

Buckingham  
Theater

Paige Talbert

114 E. Kirkwood Ave (PAIGE TALBERT)

Chubbies DANIEL LOPEZ  
BURRITOS

118 E. KIRKWOOD AVE.

CLASH  
GALLERY Jennifer Mijczynovic

120 E. Kirkwood Ave,<sup>L</sup>  
(Jennifer Mijczynovic)

Alumni Hall Kelsey Rose

124 E. Kirkwood Ave (Kelsey Rose)

CUS PHARMACY Kurt Pope NPh.

121 E. KIRKWOOD AVE (LISA PARESH)

Businesses notified  
for Asian fest  
on 01.15.2025.

<b><u>Contact Information- Other</u></b>			
	<b><u>Location</u></b>	<b><u>Contact</u></b>	<b><u>Phone Number</u></b>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Engineering	(812) 349-3913
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works	(812) 349-3411
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department	226 S. College Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 <sup>rd</sup> Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065

Monroe County Emergency Management	5850 Foster Curry Bloomington, IN		(812)- 349-2546
Department of Homeland Security		Mike Anderson	(317) 409-9510



## **City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way**

The City of Bloomington's Policy and Procedures on Private Art Installations within the Public Right of Way ("Policy") authorizes private Art Installations in the public right of way that comply with this document and are approved through one of two City programs: (1) the Neighborhood Improvement Grant Program or (2) a Special Event Application.

This Policy is designed to reduce the risks to public safety and burden on public resources that private Art Installations within the right of way may impose while simultaneously recognizing the importance of private as well as public art to Bloomington's culture, community, and economy.

I. Definitions. The following definitions shall apply throughout this policy.

- A. Temporary Art. Art expected to remain in place within the public right of way for seven (7) or fewer days.
- B. Semi-Permanent Art or Permanent Art. Art expected to remain in place within the public right of way for more than seven (7) days.
- C. Art Installation. Temporary, Semi-Permanent, or Permanent Art that consists of a physical alteration of the right of way, such as a painting, mural, or sculpture and that is not Performative Art.
- D. Street Painting or Street Mural. Art involving the placement of paint or a similar material within the area where vehicles drive or park, commonly understood to be the space "between the curbs."
- E. Performative Art. A time-based art form that is an ephemeral event featuring a live presentation to an audience, drawing on such arts as acting, poetry, music, or dance, and that does not involve the creation of an artifact (such as a painting or sculpture) that physically alters the right of way beyond the time of the live performance.

1

F. Speech. Words, letters, numbers, universally recognized symbols, or logos of any kind.

II. Performative Art. This policy does not apply to Performative Art.<sup>1</sup>



III. Criteria Applicable to All Private Art Installations. The following criteria are applicable to any private Art Installation proposed within Bloomington's right of way, whether the Art Installation is Temporary Art, Semi-Permanent Art, or Permanent Art.

- A. Requests must be submitted to the appropriate City Department(s) and/or Board(s) or Commission(s), as required by the selected program application identified in Section VI below. Staff shall provide a recommendation on the request to the appropriate Board(s) or Commission(s) based on the request's compliance with this Policy and any other applicable laws, rules, or City of Bloomington policies.
- B. Art Installations may not use or incorporate copyrighted material in whole or part where the copyright is not owned by the artist.
- C. Art Installations may not mimic in whole or part traffic control devices including but not limited to a crosswalk, stop sign, stop bar, or similar traffic control device. Art Installation geometry should be such that drivers do not alter their course to drive around the art.
- D. Art Installations may not depict activities, materials, images, or products that are not legally available to all ages.

IV. Additional Criteria Applicable to Semi-Permanent Art Installations or Permanent Art Installations.

- A. Applications for approval of a Semi-Permanent or Permanent Art Installation within the right of way must include the following:
  - 1. An accurate depiction of the design to scale;
  - 2. Dimensions;
  - 3. A map of proposed location of the design; and
  - 4. The name and qualifications of the artist.

<sup>1</sup> Though this Policy does not apply to Performative Art taking place within the right of way, other municipal policies or ordinances may apply that impact Performative Art within the right of way, including but not limited to the City's parade ordinance or special event application process.

- B. Semi-Permanent Art Installations or Permanent Art Installations may not contain Speech.

V. Additional Criteria Applicable to Street Paintings or Street Murals. Because paintings and murals within the street create a heightened probability of conflicts with traffic control devices and driver distraction, the following additional criteria apply to all paintings or murals proposed for street surfaces, whether as Temporary, Semi-Permanent, or Permanent Art Installations.

- A. Applications for approval of a Street Painting or Street Mural within the right of way must include the following:

1. An accurate depiction of the design to scale;
2. Dimensions;
3. A map of proposed location of the design; and
4. The name and qualifications of the artist.

- B. Street paintings and street murals may only be placed on streets with a local or secondary collector functional classification under the City's Transportation Plan, where regulatory speed limits do not exceed 25 miles per hour.
- C. Street paintings and street murals may only be placed on pavement in adequate condition for materials to bond.
- D. Street paintings and street murals are not permitted on brick, paver, or other decorative surface materials (e.g., colored or stamped concrete). Street paintings and street murals are only permitted on standard non-decorative concrete or asphalt.
- E. A buffer of four feet must remain between street paintings and street murals and any crosswalk.
- F. Within an intersection, street paintings and street murals are only allowed where the intersection utilizes all-way stop control, unless the painting or mural is located on an apron.
- G. Street paintings and street murals may not be painted on the side or top of any curb or any curb ramp.
- H. Materials used must be approved by the City's Engineering Department. 3
- I. Any paint or similar material utilized as part of any street painting or street mural must provide a non-slip surface for pedestrians and must be street-grade.

VI. Programs. Individuals and external organizations seeking to place private Art Installations within the public right of way must apply pursuant to one of the programs listed below and follow the procedures associated with the program, which are linked and attached hereto for reference. Requests to place an Art Installation in the City's right of way using a program or procedure other than those listed below will not be considered.

A. Neighborhood Improvement Grant Program

1. Applications for Art Installations within the right of way pursuant to the Neighborhood Improvement Grant Programs must comply with Program guidelines, the criteria set forth in this Policy, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
2. Neighborhood Improvement Grant Program guidelines may be accessed [here](#)<sup>2</sup> and

are attached for reference.

## B. Special Event Permit

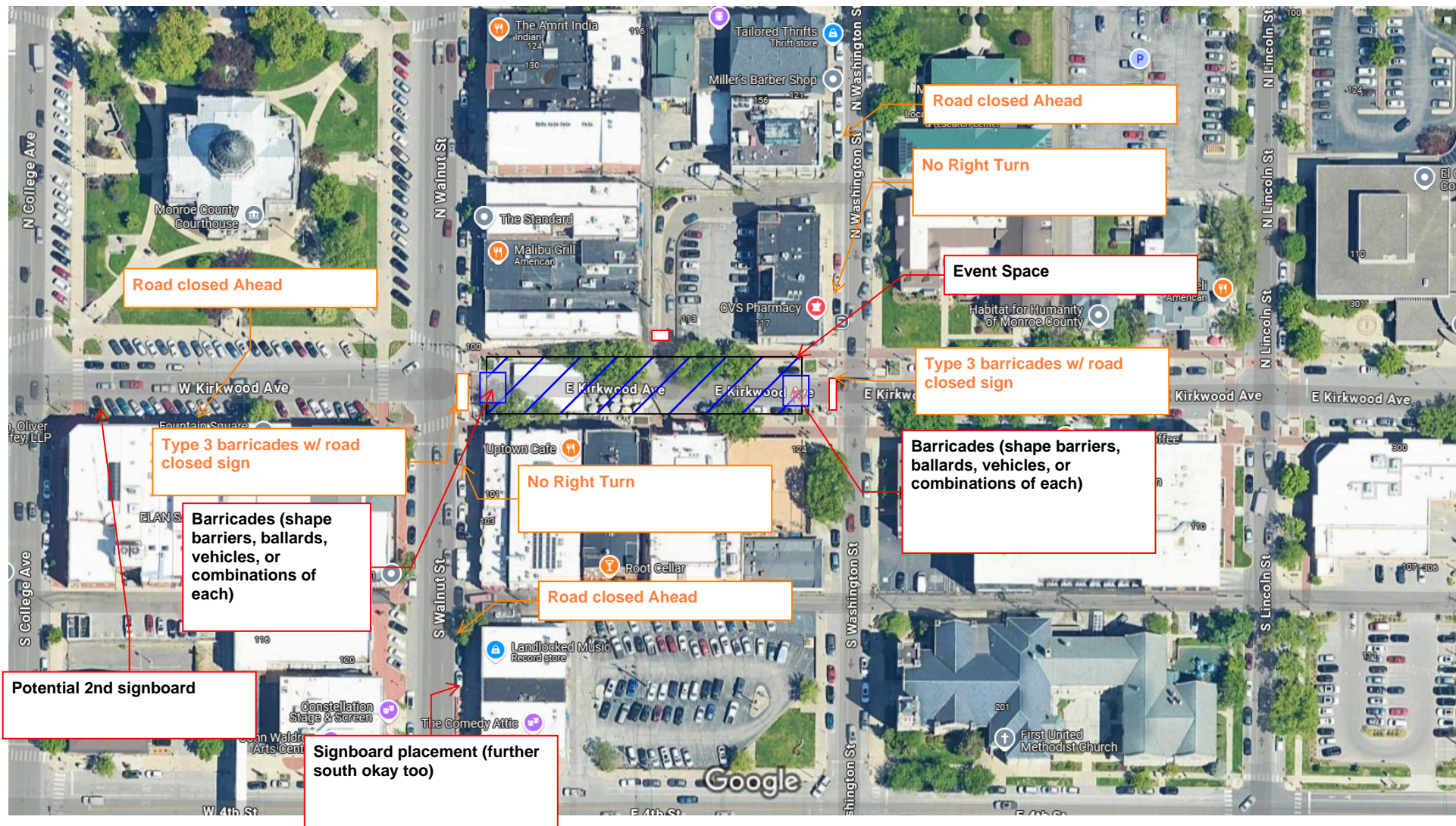
1. A special event application may be submitted for permission to conduct an event during which an Art Installation will be placed in the public right of way. The proposed Art Installation must comply with the criteria set forth in this policy, the requirements set forth in the special event permit application, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
2. A special event application may be accessed [here](#)<sup>3</sup> and is attached for reference.

<sup>2</sup> <https://bloomington.in.gov/neighborhoods/grants/improvement>

<sup>3</sup> <https://bloomington.in.gov/departments/esd>



## ACC Event MOT



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 Google 50 ft

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/24/2025	Payroll				703,191.62
					<u>703,191.62</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 **\$ 703,191.62**

**Dated this 28th day of January year of 2025.**

_____	_____	_____
Kyla Cox Deckard, President	Elizabeth Karon, Vice President	James Roach, Secretary

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Officer \_\_\_\_\_





## Board of Public Works Staff Report

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**Project/Event:** Approve Balancing Change Order for the Hawthorne Weatherstone Miller Neighborhood Greenway Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Zac Rogers

**Date:** January 28<sup>th</sup> 2024

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**Report:**

This project was awarded to E&B Paving, LLC on December 19th, 2023, for a contract amount of \$873,378.00.

This is a balancing change order for a deduction of -\$3,955.60. This brings a revised contract total to \$869,422.40.



## CONTRACT COVER MEMORANDUM

**TO:** Office of the Mayor  
**FROM:** Engineering Department  
**DATE:** January 28<sup>th</sup>, 2025  
**RE:** Balancing Change Order – Hawthorne, Weatherstone & Miller Neighborhood Greenways

<b>Contract Recipient/Vendor Name:</b>	E&B Paving
<b>Department Head Initials of Approval:</b>	Andrew Cibor
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Zac Rogers
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	
<b>Due Date For Signature:</b>	1/28/2025
<b>Expiration Date of Contract:</b>	June 2025
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	Authorized Amount \$873,378.00 CO Amount -\$3955.60 Revised Amount \$869,422.40
<b>Funding Source:</b>	ARPA 454-07-070000-54310 601 07-070000-54310 101 07-070000-54310 176 07-G21005-54310
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

**Summary of Contract:** This project shall include but is not limited to, the installation of asphalt speed cushions and speed humps, asphalt trail, concrete curb bump-outs, concrete curb ramps, pavement markings, signs, rectangular rapid flashing beacons, incidental patching, removal of trees, and restoration of areas with topsoil, sodding, and trees.

## City of Bloomington Contract and Purchase Justification Form

Vendor: E&amp;B Paving

Contract Amount: \$869,422.40

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		Yes	No
# of Submittals: 0			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
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:

This project was awarded to E&B Paving on December 19th, 2023 by the Board of Public Works. Change Orders are being processed in compliance with the contract documents.

Authorized Contract Amount, \$873,378.00

Change Order Amount, -\$3955.60

Total Contract Amount, \$869,422.40

Zac Rogers

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Print/Type Name

Project Manager

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Print/Type Title

Engineering

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Department





# City of Bloomington, Indiana

## Change Order Details

Hawthorne, Weatherstone Miller Neighborhood Greenway

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<b>Description</b>	Hawthorne, Weatherstone and Miller Neighborhood Greenway
<b>Prime Contractor</b>	E & B Paving, INC 2520 W Industrial Park Dr Bloomington, IN 47404
<b>Change Order</b>	2
<b>Status</b>	Pending
<b>Date Created</b>	12/11/2024
<b>Summary</b>	Balancing Change Order for Final Payment
<b>Change Order Description</b>	Balancing Change Order for Final Payment
<b>Awarded Project Amount</b>	\$873,378.00
<b>Authorized Project Amount</b>	\$873,378.00
<b>Change Order Amount</b>	-\$3,955.60
<b>Revised Project Amount</b>	\$869,422.40

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0004	203-02070	CYS	\$72.000	98.000	\$7,056.00	1.450	\$104.40	99.450	\$7,160.40
BORROW									
Reason: Balancing Change Order									
0006	207-08266	SYS	\$29.000	208.000	\$6,032.00	-104.000	-\$3,016.00	104.000	\$3,016.00
SUBGRADE TREATMENT, TYPE III									
Reason: Balancing Change Order									
0007	207-09935	SYS	\$45.000	98.000	\$4,410.00	-53.000	-\$2,385.00	45.000	\$2,025.00
SUBGRADE TREATMENT, TYPE IC									
Reason: Balancing Change Order									
0010	301-12234	CYS	\$140.000	49.000	\$6,860.00	-16.000	-\$2,240.00	33.000	\$4,620.00
COMPACTED AGGREGATE, NO. 53									
Reason: Balancing Change Order									
0011	305-07468	SYS	\$65.000	121.000	\$7,865.00	-36.000	-\$2,340.00	85.000	\$5,525.00
PCC BASE PATCHING, 12 IN.									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0017	401-10258	LFT	\$3.000	440.000	\$1,320.00	-120.000	-\$360.00	320.000	\$960.00
JOINT ADHESIVE, SURFACE									
Reason: Balancing Change Order									
0018	401-11785	LFT	\$1.050	440.000	\$462.00	-120.000	-\$126.00	320.000	\$336.00
LIQUID ASPHALT SEALANT									
Reason: Balancing Change Order									
0021	604-05528	TON	\$500.000	26.000	\$13,000.00	-5.000	-\$2,500.00	21.000	\$10,500.00
HMA FOR SIDEWALK									
Reason: Balancing Change Order									
0022	604-06070	SYS	\$105.000	231.000	\$24,255.00	14.000	\$1,470.00	245.000	\$25,725.00
SIDEWALK, CONCRETE									
Reason: Balancing Change Order									
0023	604-08086	SYS	\$250.000	196.000	\$49,000.00	17.000	\$4,250.00	213.000	\$53,250.00
CURB RAMP, CONCRETE									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0025	605-06120	LFT	\$74.000	144.000	\$10,656.00	-1.000	-\$74.00	143.000	\$10,582.00
CURB, CONCRETE									
Reason: Balancing Change Order									
0026	605-06125	LFT	\$93.000	527.000	\$49,011.00	4.000	\$372.00	531.000	\$49,383.00
CURB, CONCRETE, MODIFIED									
Reason: Balancing Change Order									
0027	605-06140	LFT	\$93.000	306.000	\$28,458.00	54.000	\$5,022.00	360.000	\$33,480.00
CURB AND GUTTER, CONCRETE									
Reason: Balancing Change Order									
0028	605-06155	LFT	\$93.000	120.000	\$11,160.00	-14.000	-\$1,302.00	106.000	\$9,858.00
CURB AND GUTTER, CONCRETE, MODIFIED									
Reason: Balancing Change Order									
0029	605-97937	LFT	\$93.000	28.000	\$2,604.00	-9.000	-\$837.00	19.000	\$1,767.00
CURB AND GUTTER, ROLL CURB									
Reason: Balancing Change Order									
0030	610-07487	TON	\$400.000	49.000	\$19,600.00	-9.000	-\$3,600.00	40.000	\$16,000.00
HMA FOR APPROACHES, TYPE B									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Reason: Balancing Change Order									
0034	621-09867	SYS	\$4.000	177.000	\$708.00	512.000	\$2,048.00	689.000	\$2,756.00
MULCHED SEEDING, CITY CUSTOM MIX									
Reason: Balancing Change Order									
0035	621-06545	TON	\$800.000	0.010	\$8.00	0.990	\$792.00	1.000	\$800.00
FERTILIZER									
Reason: Balancing Change Order									
0036	621-06567	kGAL	\$1.000	11.000	\$11.00	-11.000	-\$11.00	0.000	\$0.00
WATER									
Reason: Balancing Change Order									
0037	621-06575	SYS	\$15.000	274.000	\$4,110.00	44.000	\$660.00	318.000	\$4,770.00
SODDING, NURSERY									
Reason: Balancing Change Order									
0061	808-75297	LFT	\$13.000	115.000	\$1,495.00	9.000	\$117.00	124.000	\$1,612.00
TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.									
Reason: Balancing Change Order									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
21 items			Totals		\$248,081.00		-\$3,955.60		\$244,125.40

Not valid until signed by the Engineer, Contractor, and Owner

\_\_\_\_\_

Engineer

\_\_\_\_\_

Contractor

\_\_\_\_\_

Board of Public Works

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date



## Board of Public Works Staff Report

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<b>Project/Event:</b>	Downtown Street Maintenance Change Order #8
<b>Petitioner/Representative:</b>	Engineering Department
<b>Staff Representative:</b>	Zac Rogers
<b>Date:</b>	January 28 <sup>th</sup> 2024

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**Report:** This project was awarded to Milestone Contractors on July 30, 2024, for a contract amount of \$1,997,075.00. The Board has previously approved change orders totaling \$55,406.14, which has increased the current authorized contract amount to \$2,052,481.14.

Change Order #8, requested by Bloomington Parking Enforcement, authorizes Milestone Contractors to repair damaged parking meter posts at five downtown locations for an additional \$2,725.00. This brings the total contract amount to \$2,055,206.14.



## CONTRACT COVER MEMORANDUM

**TO:** Office of the Mayor  
**FROM:** Engineering Department  
**DATE:** January 28<sup>th</sup>, 2025  
**RE:** Downtown Street Maintenance Project Change Order #8

<b>Contract Recipient/Vendor Name:</b>	Milestone Contractors, LP
<b>Department Head Initials of Approval:</b>	Andrew Cibor
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Zac Rogers
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	
<b>Due Date For Signature:</b>	January 28 <sup>th</sup> , 2025
<b>Expiration Date of Contract:</b>	December 2026
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	Authorized Amount: \$2,052,481.14 Change Order #8: \$2,725.00 Final Amount: \$2,055,206.14
<b>Funding Source:</b>	455-26-260000-53990 (parking) 101-13-13CRED-54510 (safety) 101-20-20CRED-54510 (HMA)
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

**Summary of Contract:** This project includes, but is not limited to, asphalt resurfacing, pavement markings, curb ramp modifications, and updates to stormwater infrastructure along sections of 4th Street, 6th Street, College Avenue, and Walnut Street. Additionally, it will involve the installation of new accessible parking spaces in the downtown area, as well as maintenance activities for signs, pavement markings, and parking meter posts related to parking spaces.



## City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contracting, LP

Contract Amount: \$2,055,206.14

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		Yes	No
# of Submittals: 1			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
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:

Construction project awarded to Milestone Contractors on July 30th, 2024 by the Board of Public Works. Change Orders are being processed in compliance with the contract documents.

Authorized Contract Amount, \$2,052,481.14

Change Order #8, \$2,725.00

Total Contract Amount, \$2,055,206.14

Zac Rogers

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department



# City of Bloomington, Indiana

## Change Order Details

Downtown St Maintenance Project, (ENG 24 Downtown)

Description	<p>This project will resurface downtown streets, including College Avenue, Walnut Street, 4th Street, and 6th Street. While primarily focused on asphalt resurfacing, this project will also include pedestrian safety and accessibility improvements such as new curb ramps, intersection bump-outs, and accessible parking spaces.</p>
Prime Contractor	<p>Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN</p>
Change Order	<p>8</p>
Status	<p>Pending</p>
Date Created	<p>12/18/2024</p>
Type	<p>Other</p>
Summary	<p>Meter post changes</p>
Change Order Description	<p>Bloomington City Parking Enforcement would like to add the following meter locations so that the post can be removed and reinstalled because of damage.</p> <p>COLN 409A/B COLN 303A/B MORN 609A MORN 105A 5THW 115ADA</p> <p>There is also two unused post on the College and Walnut side of the courthouse. Those post needs to be removed also.</p>
Awarded Project Amount	<p>\$1,997,075.00</p>
Authorized Project Amount	<p>\$2,052,481.14</p>
Change Order Amount	<p>\$2,725.00</p>

Revised Project Amount      \$2,055,206.14

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0048	802-93496	EACH	\$335.000	81.000	\$27,135.00	5.000	\$1,675.00	86.000	\$28,810.00
PARKING METER POST, INSTALL									
			Funding Details						
			Parking	57.000	\$19,095.00	5.000	\$1,675.00	62.000	\$20,770.00
			Paving	24.000	\$8,040.00	0.000	\$0.00	24.000	\$8,040.00
			Safety	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
0049	802-93496	EACH	\$150.000	41.000	\$6,150.00	7.000	\$1,050.00	48.000	\$7,200.00
PARKING METER POST, REMOVE									
			Funding Details						
			Parking	25.000	\$3,750.00	7.000	\$1,050.00	32.000	\$4,800.00
			Paving	16.000	\$2,400.00	0.000	\$0.00	16.000	\$2,400.00
			Safety	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
2 items			Totals		\$33,285.00		\$2,725.00		\$36,010.00

Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Safety	\$445,436.00	\$463,255.27	\$0.00	\$463,255.27
Parking	\$59,150.00	\$59,150.00	\$2,725.00	\$61,875.00
Paving	\$1,492,489.00	\$1,530,075.87	\$0.00	\$1,530,075.87
3 fund packages	\$1,997,075.00	\$2,052,481.14	\$2,725.00	\$2,055,206.14

Not valid until signed by the Engineer, Contractor, and Owner

\_\_\_\_\_

Engineer

\_\_\_\_\_

Contractor

\_\_\_\_\_

Board of Public Works

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Date

Doc Express® Document Signing History

Contract: Downtown Street Maintenance Project, (ENG 24 Downtown) Document:  
change\_order-8-20241218-Rev1

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
12/19/2024	Brent Foster Milestone Contractors Digital Signature (Contractor Reviewed)
12/19/2024	Jeremy Inman City of Bloomington Digital Signature (PM Reviewed)
12/19/2024	Neil Kopper City of Bloomington Digital Signature (Engineer Reviewed)
	(Funding Approved)



## Board of Public Works Staff Report

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**Project/Event:** Approve LPA-Consulting Contract with Butler, Fairman & Seufert, Inc. for Preliminary Engineering Services for the Dunn Street Multiuse Path Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Neil Kopper, Senior Project Engineer

**Date:** 1/28/2025

---

**Report:** This project will begin with a conceptual scoping exercise, but is expected to construct a multiuse path on North Dunn Street from the SR45/46 Bypass to Clover Lane. The project is programmed in the Metropolitan Planning Organization's Transportation Improvement Program to use up to \$1,551,100 of federal funding for construction.

BF&S was selected to perform design services for this project based on their response to a project-specific request for information. This contract is set at a not-to-exceed amount of \$644,297. Construction of this project is anticipated in 2028.

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<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	N/A
<b>Design Services Contract</b>	<b>Current Item</b>	<b>1/28/2025</b>
ROW Services Contract	Future	TBD
Public Need Resolution	Future	TBD
Construction Inspection Contract	Future	TBD
Construction Contract	N/A - INDOT	TBD



## CONTRACT COVER MEMORANDUM

**TO:** Office of the Mayor  
**FROM:** Engineering Department  
**DATE:** 1/16/2025  
**RE:** Approval of LPA-Consulting Contract with Butler, Fairman & Seufert, Inc. for Preliminary Engineering Services for the Dunn Street Multiuse Path Project

<b>Contract Recipient/Vendor Name:</b>	Butler, Fairman & Seufert, Inc.
<b>Department Head Initials of Approval:</b>	Andrew Cíbor
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Neil Kopper
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Aleks Pratt
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2039
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	25-077
<b>Due Date For Signature:</b>	1/28/2025
<b>Expiration Date of Contract:</b>	Estimated 12/1/2028
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$644,297
<b>Funding Source:</b>	4665-18-180000-54510
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

**Summary of Contract:** This project will begin with a conceptual scoping exercise, but is expected to construct a multiuse path on North Dunn Street from the SR45/46 Bypass to Clover Lane. The project is programmed in the Metropolitan Planning Organization's Transportation Improvement Program to use up to \$1,551,100 of federal funding for construction. BF&S was selected to perform design services for this project based on their response to a project-specific request for information. This contract is set at a not-to-exceed amount of \$644,297. Construction of this project is anticipated in 2028.

## City of Bloomington Contract and Purchase Justification Form

Vendor: Butler, Fairman & Seufert

Contract Amount: \$644,297

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

☐

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

# of Submittals: 8

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?

☐
☒

Qualifications-based selection based on responses to RFI.

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

BF&S was selected for this contract based on an evaluation of their response to the RFI.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department



# **CONTRACT PLACEHOLDER**

**Contract is still in the Legal review process**



## Board of Public Works Staff Report

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**Project/Event:** Approve License Agreement with the Trustees of Indiana University for Sidewalk Construction on North Dunn Street

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Neil Kopper, Senior Project Engineer

**Date:** 1/28/2025

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**Report:** A recently awarded City construction contract includes new sidewalk on the east side of Dunn Street from 17th Street to approximately 18th Street. A portion of this work will take place on property owned by the Trustees of Indiana University. This license agreement provides permission for the City's construction contractor to enter this property and perform the work. No funding is impacted with approval of this license agreement. Project construction is scheduled for spring or summer 2025.

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# **CONTRACT PLACEHOLDER**

**Contract is still in the Legal review process**



## Board of Public Works

### Staff Report

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**Project/Event:** Request for acceptance of Public Improvements for Johnson's Creamery Subdivision – 400 W. 7<sup>th</sup> St.

**Petitioner/Representative:** Tom Ritman – Gilliatte General Contractors, Inc.

**Staff Representative:** [Maria McCormick](#)

**Date:** January 28, 2025

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#### Report:

The petitioner is requesting the board accept the Public Improvements that were required as part of the plat subdivision for the Johnson's Creamery Subdivision and move this project into the 2-year maintenance bond period.

The Public Improvements to be accepted include the following:

New crosswalk (with thermoplastic striping) mid-block on 7<sup>th</sup> St. at Madison with an accessible curb ramp. Installation of a new street tree with a metal tree grate along 7<sup>th</sup> St. All built in existing Right-of-way.

Total value of Physical Public Improvements: \$29,500.00

New land dedicated to Right-of way along W. 8<sup>th</sup> Street = .012 acers

Total value of Right-of-Way Land Dedicated: \$9,425

The maintenance bond for this project shall be in the amount of \$10,000.00 and remain in force until January 28, 2027.

\*Note: This project did not come before the board for a Public Improvement Bond. Because this project had an existing Right-of-Way Use Permit with a bond Engineering allowed this work to be completed under that existing bond. Now that the work is complete they have a separate maintenance bond for the Public Improvements.



**City of Bloomington  
Engineering Department**

**Certificate of Final Acceptance**

**Project: 400 W. 7<sup>th</sup> St. – Johnson's Creamery Subdivision**

WHEREAS, the completed public improvements within the public right-of-way do appear to comply with the design standards of Chapter 20.05.050, Subdivision Design Standards of the Bloomington Municipal Code, and do appear to have been constructed in accordance with the City of Bloomington Planning and Transportation Department and Engineering Department requirements; and

WHEREAS, the completed public improvements within the public right-of-way appear to have been installed in accordance with the approved plans; and

WHEREAS, a performance surety in an amount equal to the greater of 5% of the original surety or \$10,000.00 or as determined by the Transportation and Traffic Engineer shall be maintained for two years from 30 days after the date of the certificate of final acceptance is approved; and

NOW, THEREFORE, upon the recommendation of the Planning and Transportation Department and Engineering Department, the public improvements within the public right-of-way are hereby accepted by the City of Bloomington Board of Public Works.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Kyla Cox Deckard

Title: Board President

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Elizabeth Karon

Title: Board Vice President

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: James Roach

Title: Board Secretary

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050



**City of Bloomington  
Engineering Department**

**CERTIFICATE OF FINAL ACCEPTANCE – INSPECTION AND RECOMMENDATION**

**Project: Johnson's Creamery Secondary Plat**

**INSPECTION**

Signing of this portion of this form shall certify that the public improvements within the public right-of-way contained in this project have been visually inspected by representatives of the City of Bloomington Planning and Transportation and Engineering Department, that the public improvements within the public right-of-way appear to have been installed in accordance with appropriate specifications, and that aforementioned representatives take no exception with the installation. Additional inspection reports may be included with this document. A two (2) year performance surety for the public improvements shall be in effect and shall not terminate until a period of two (2) years after the certificate of final acceptance is approved.

**RECOMMENDATION**

- ☒ Acceptance of Public Improvements by City of Bloomington Board of Public Works and Release of Performance Surety. (Notwithstanding any partial release of the performance bond or letter of credit, the city requires a maintenance bond to remain in effect for a period of two (2) years after the certificate of final acceptance is approved. The maintenance bond shall be in the amount of five percent (5%) of the original performance bond, or \$10,000.00, whichever is greater, or as determined by the Transportation and Traffic Engineer.)
- ☐ Extension of Performance Surety. (Attach a list of deficiencies including a timeline for remediation.)
- ☐ Declaration that Performance Surety is in Default.

Development Services Representative:

Signature: Jackie Scanlan

Date: 1/22/25

Printed Name: Jackie Scanlan

Title: Development Services Manager

Engineering Department Representative:

Signature: Maria McCormick

Date: 1-13-2025

Printed Name: Maria McCormick

Title: Public Improvements Mgr.

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050



City of Bloomington  
Planning and Transportation Department

Certificate of Final Acceptance - Application

Application:

Public Improvement Project Location (Name on plat): JOHNSON CREAMERY BUILDING 7TH ST  
Public Improvement Project Description: IMPROVEMENTS 400 W. 7TH ST  
Developer: CROSSWALK, CURBING, LANDSCAPING ON 7TH ST  
General Contractor: 400 W. 7TH ST. LLC  
Relevant Instrument Number(s): GILLIATTE GENERAL CONTRACTORS  
Date of Substantial Completion of Public Improvement Project:

Applicant's Name: THOMAS J. BITMAN SR.  
Applicant's Title: PRESIDENT  
Applicant's Agency: GILLIATTE GENERAL CONTRACTORS  
Date of Application for Final Acceptance: 11-11-24

By signing below, the Applicant does hereby certify that as of the above Date of Application for Final Acceptance, the said Project meets all of the requirements for Final Acceptance according to Bloomington Municipal Code. The applicant further certifies that the completed public improvements: are in compliance with the design standards of Chapter 20.07, Design Standards of Bloomington Municipal Code; have been constructed in accordance with City of Bloomington Planning and Transportation Department requirements; and have been installed in accordance with the approved plans.

[Signature]  
Applicant's Signature

11-11-24  
Date



# LEGEND

- RR SPIKE
- STONE
- REBAR
- IRON PIPE
- MAG NAIL

BASIS OF BEARINGS:  
INDIANA STATE PLANE,  
WEST ZONE

M MEASURED  
P PLATTED  
R RECORD  
FRB FOUND REBAR  
SRB SET REBAR  
FP FOUND IRON PIPE  
FRS FOUND RAILROAD SPIKE  
FMAG FOUND MAG NAIL  
SMAG SET MAG NAIL  
BC BUILDING CORNER  
PND FOUND  
P.D.O. POSSIBLE DEED OVERLAP

P.D.G. POSSIBLE DEED GAP  
B.G. BELOW GRADE  
A.G. ABOVE GRADE  
R.W.M. RIGHT OF WAY MONUMENT  
B.S.L. BUILDING SETBACK LINE  
S.S.E. SANITARY SEWER EASEMENT  
U.E. UTILITY EASEMENT  
D.E. DRAINAGE EASEMENT  
D.A.U.E. DRAINAGE AND UTILITY EASEMENT  
A.E. ACCESS EASEMENT  
A.D. & U.E. ACCESS DRAINAGE AND UTILITY EASEMENT

## SETBACK TABLE

ZONE: MD-DC  
FRONT - BUILD TO LINE 0 FT-6 FT  
(ADJACENT TO B-LINE 10 FT MIN.)  
SIDE - NONE  
REAR - NONE

## OWNER/SUBDIVIDER

400 W. 7TH LLC.  
105 S York St 450  
Elmhurst, IL 60126  
INST 2019017122  
PARCEL 53-01-32-379-000 000-005

## ADDRESS TABLE

LOT 1: 411 WEST 8TH STREET  
LOT 2: 400 WEST 7TH STREET

## ENGINEER/SURVEYOR

SMITH DESIGN GROUP  
1467 W ARLINGTON RD  
BLOOMINGTON, IN 47404  
PHONE 812-336-6536

## GENERAL NOTES:

- BASED UPON A SCALED INTERPRETATION OF THE FLOOD INSURANCE RATE MAP 18105C0141D FOR MONROE COUNTY, INDIANA, DATED DECEMBER 17, 2010, THE SUBJECT PROPERTY IS LOCATED WITHIN (UNSHADED) ZONE X.
- SURVEY DONE WITHOUT THE BENEFIT OF TITLE WORK, AND DOES NOT TAKE INTO CONSIDERATION ADDITIONAL FACTS THAT AN ACCURATE AND CORRECT TITLE SEARCH AND/OR EXAMINATION MIGHT DISCLOSE.
- ALL MONUMENTS FOUND IN PERFORMANCE OF THIS SURVEY WERE FOUND FLUSH WITH THE EXISTING GROUND UNLESS OTHERWISE NOTED, AND THE AGE AND ORIGIN OF SAID FOUND MONUMENTS ARE UNKNOWN UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE LABELED.
- THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE BOUND BY ANY AND ALL EASEMENTS OR RESTRICTIONS OF RECORD.
- REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS  
A. ALTA/ASCM LAND TITLE SURVEY DATED SEPTEMBER 14, 1993, JOB#2017.  
B. ALTA/ASCM LAND TITLE SURVEY, JOB#3626, INST 2003033112  
C. ALTA/NSPS LAND TITLE SURVEY, JOB#5972, INST 2022003352.
- NO EXPANSION OR IMPROVEMENTS ARE PERMITTED WITHOUT SITE PLAN APPROVAL. ANY SITE MODIFICATIONS WILL REQUIRE FULL COMPLIANCE MEETING THE CITY OF BLOOMINGTON UDC REQUIREMENTS AND SITE PLAN APPROVAL.
- ENCROACHMENT AGREEMENT WITH THE CITY OF BLOOMINGTON PARKS DEPARTMENT DATED JUNE 11, 2024, RECORDED AS INSTRUMENT NUMBER 2024009977.

## EASEMENT NOTES

### UTILITY EASEMENT (UE)

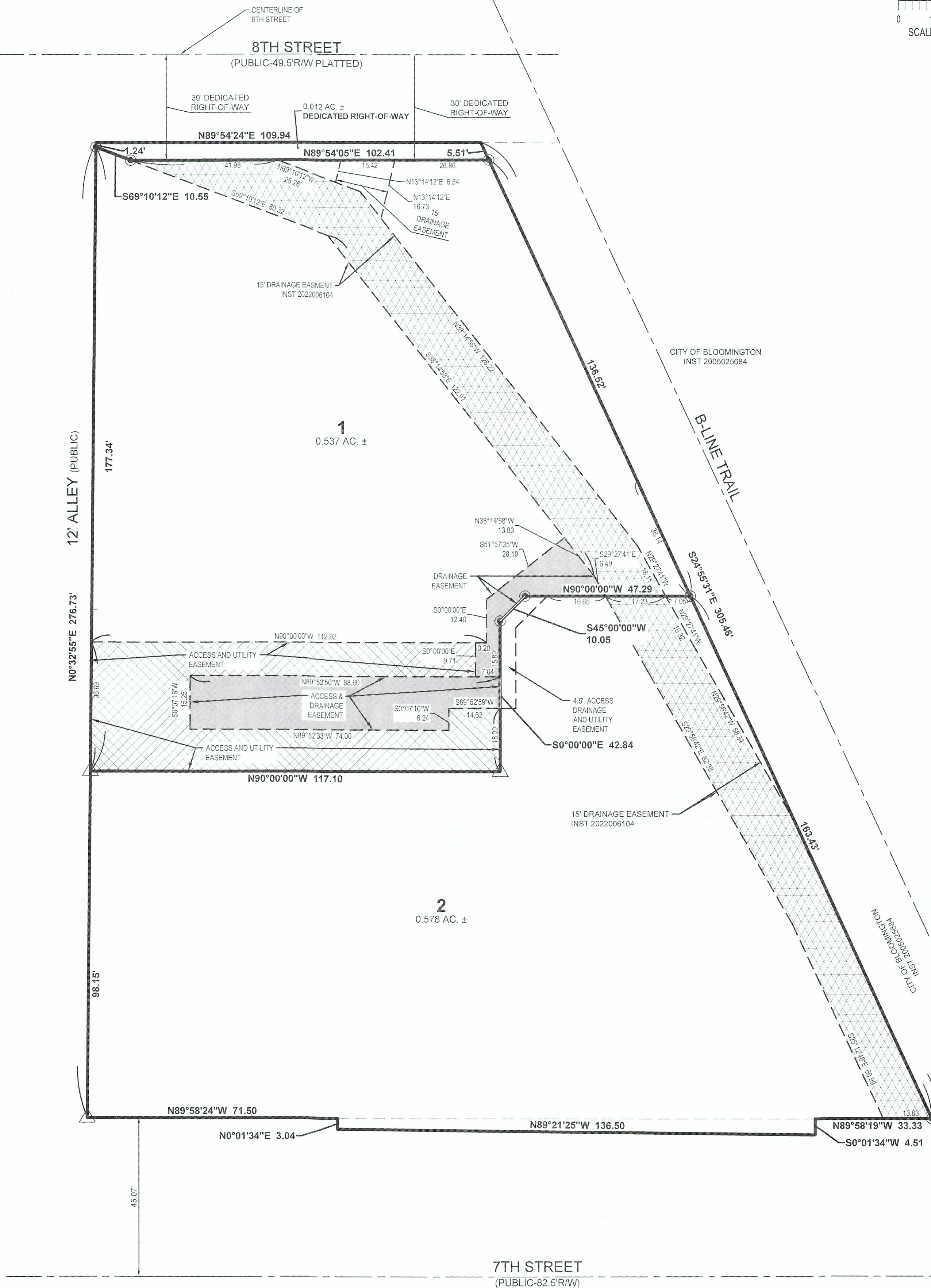
- SHALL ALLOW BOTH PRIVATE AND PUBLIC UTILITY PROVIDERS ACCESS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, REPAIR OR REMOVAL OF UTILITY FACILITIES.
- PROHIBITS THE PLACEMENT OF ANY UNAUTHORIZED OBSTRUCTION WITHIN THE EASEMENT AREA.
- SIGNS SHALL NOT BE LOCATED WITHIN UTILITY EASEMENTS UNLESS THE SIGN IS A PUBLIC SIGN AUTHORIZED BY SECTION 20.05.079(f)(1) OR IS FURTHER AUTHORIZED BY THE CITY.

### DRAINAGE EASEMENT (DE)

- SHALL BE REQUIRED FOR ANY SURFACE SWALES OR OTHER MINOR DRAINAGE IMPROVEMENTS THAT ARE INTENDED TO SERVE THE LOTS ON WHICH THEY ARE LOCATED.
- SHALL PROHIBIT ANY ALTERATION WITHIN THE EASEMENT THAT WOULD HINDER OR REDIRECT FLOW.
- SHALL PROVIDE THAT THE OWNER OF THE LOT ON WHICH THE EASEMENT IS PLACED SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE DRAINAGE FEATURES WITHIN SUCH EASEMENT.
- SHALL BE ENFORCEABLE BY THE CITY UTILITIES DEPARTMENT AND BY OWNERS OF PROPERTIES THAT ARE ADVERSELY AFFECTED BY CONDITIONS WITHIN THE EASEMENT.
- SHALL ALLOW THE CITY UTILITIES DEPARTMENT TO ENTER UPON THE EASEMENT FOR THE PURPOSE OF MAINTENANCE, TO CHARGE THE COSTS OF SUCH MAINTENANCE TO THE RESPONSIBLE PARTIES, TO CONSTRUCT DRAINAGE FACILITIES WITHIN THE EASEMENT, AND TO ASSUME RESPONSIBILITY FOR THE DRAINAGE FEATURES AT ITS DISCRETION.

### ACCESS EASEMENT (AE)

- AN EASEMENT OF VARIABLE WIDTH AS SHOWN ON THE PLAT, DEDICATED TO THE GENERAL PUBLIC AND EMERGENCY SERVICE PROVIDERS THAT:
- GRANTS THE GENERAL PUBLIC THE RIGHT TO ACCESS THE EASEMENT FOR PURPOSES OF WALKING, RUNNING, BICYCLING, SKATING, OR UTILIZING CERTAIN CLASSES OF NONMOTORIZED VEHICLES.
  - GRANTS PRIVATE AND PUBLIC EMERGENCY SERVICE PROVIDERS AND FIRST RESPONDERS THE RIGHT TO ACCESS THE EASEMENT WITH MOTORIZED VEHICLES FOR EMERGENCY SERVICE PURPOSES.
  - PROHIBITS THE PLACEMENT OF ANY OBSTRUCTION WITHIN THE EASEMENT WHICH WOULD PRECLUDE MOTORIZED VEHICLE ACCESS WITHIN THE ACCESS EASEMENT.



# JOHNSON'S CREAMERY SUBDIVISION SECONDARY PLAT

## OWNER CERTIFICATION

400 W. 7TH LLC., OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO PARCELS IN ACCORDANCE WITH THIS PLAT. THE WITHIN PLAT SHALL BE KNOWN AS JOHNSON'S CREAMERY SUBDIVISION SECONDARY PLAT.

THERE ARE STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "EASEMENT". BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERECTED OR MAINTAINED IN THESE STRIPS.

THERE ARE BUILDING SETBACKS LINES ESTABLISHED BY THIS PLAT. BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERECTED OR MAINTAINED BETWEEN SAID LINES AND THE PROPERTY LINES.

WITNESS OUR HANDS THIS 16 DAY OF DECEMBER, 2024.

*[Signature]*  
MANAGER 400 W. 7TH LLC.

STATE OF ILLINOIS

COUNTY OF DU PAGE

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS AND DuPage COUNTY, PERSONALLY APPEARED Michael Johnson, PERSONALLY KNOWN TO ME TO BE THE OWNERS OF THE DESCRIBED REAL ESTATE, AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING SUBDIVISION OF THE REAL ESTATE AS SHOWN AS A VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AN NOTARIAL SEAL THIS 16 DAY OF

December, 2024.

MY COMMISSION EXPIRES: 3/2/2026

*[Signature]*  
Tami Carr  
A RESIDENT OF ILLINOIS, NOTARY PUBLIC COUNTY, ILLINOIS

TAMI CARR  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires Mar 2, 2026

## DULY ENTERED FOR TAXATION

JAN 09 2025

*[Signature]*  
Auditor Monroe County, Indiana

## PLAT COMMITTEE

UNDER THE AUTHORITY OF INDIANA CODE 36-7-4.700 SERIES, ENACTED BY GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCES ADOPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON AS FOLLOWS:

PURSUANT TO BLOOMINGTON MUNICIPAL CODE 20.05.060(c)(3)(c)(i)(1), APPROVAL AUTHORITY WAS DELEGATED TO THE PLANNING AND TRANSPORTATION DEPARTMENT BY THE BY THE PLAT COMMITTEE HELD AT ITS HEARING ON MAY 13, 2024.

THE PLANNING AND TRANSPORTATION DEPARTMENT APPROVED THIS SECONDARY PLAT, ON

September 11, 2024  
*[Signature]*  
DIRECTOR OF PLANNING AND TRANSPORTATION

## LEGAL DESCRIPTION

THE FOLLOWING REPRESENTS A LEGAL DESCRIPTION OF INLOTS 293, 294, 295, 296, 297 AND 298 TO THE CITY OF BLOOMINGTON, INDIANA AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEING A PART OF INLOTS, 293, 294, 295, 296, 297, AND 298, TO THE CITY OF BLOOMINGTON, INDIANA AS FOUND IN PLAT BOOK A, PAGE 5, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, AND BEGINNING AT THE SOUTHWEST CORNER OF INLOT 296 TO SAID CITY; THENCE RUNNING NORTH 00 DEGREES 21 MINUTES 09 SECONDS EAST (ASSUMED BEARING) 276.73 FEET TO A POINT SET ON THE SOUTH RIGHT-OF-WAY LINE OF EIGHTH STREET AND TO THE NORTHWEST CORNER OF INLOT 293; THENCE ON AND ALONG SAID RIGHT-OF-WAY AND ALONG THE NORTH LINE OF INLOT 293, NORTH 89 DEGREES 42 MINUTES 31 SECONDS EAST 109.94 FEET AND TO THE WEST RIGHT-OF-WAY OF THE CSX RAILROAD; THENCE RUNNING ON AND ALONG THE WEST RIGHT-OF-WAY OF THE CSX RAILROAD SOUTH 25 DEGREES 07 MINUTES 12 SECONDS EAST 305.46 FEET TO A POINT SET ON THE NORTH RIGHT-OF-WAY OF SEVENTH STREET; THENCE SOUTH 89 DEGREES 49 MINUTES 51 SECONDS WEST ON AND ALONG THE NORTH RIGHT-OF-WAY OF SEVENTH STREET AND ACROSS WHAT WAS FORMERLY KNOWN AS MADISON STREET, 241.32 FEET AND TO THE POINT OF BEGINNING, CONTAINING 1.12 ACRES, MORE OR LESS.

ALSO, A TRACT OF REAL ESTATE, FORMERLY PART OF A PUBLIC STREET, VACATED BY CITY OF BLOOMINGTON ORDINANCE 93-51 DATED NOVEMBER 18, 1993, AND RECORDED IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, ON NOVEMBER 22, 1993, IN MISCELLANEOUS RECORD 223, AT PAGE 281, BEING A PART OF THE 7TH STREET RIGHT-OF-WAY TO THE CITY OF BLOOMINGTON, INDIANA, AS FOUND IN PLAT BOOK A, PAGE 5, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, COMMENCING AT THE SOUTHWEST CORNER OF INLOT 296 TO SAID CITY; THENCE NORTH 89 DEGREES 49 MINUTES 51 SECONDS EAST 71.50 FEET ALONG THE NORTH RIGHT-OF-WAY OF 7TH STREET TO THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00 DEGREES 10 MINUTES 09 SECONDS EAST 3.04 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 08 SECONDS EAST 136.50 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 09 SECONDS WEST 4.51 FEET TO THE NORTH RIGHT-OF-WAY OF 7TH STREET; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 89 DEGREES 49 MINUTES 51 SECONDS WEST 136.50 FEET TO THE POINT OF BEGINNING, CONTAINING .012 ACRE, MORE OR LESS.

ALSO, A TRACT OF REAL ESTATE, FORMERLY PART OF A PUBLIC ALLEY, VACATED BY CITY OF BLOOMINGTON ORDINANCE 93-51 DATED NOVEMBER 18, 1993, AND RECORDED IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, ON NOVEMBER 22, 1993, IN MISCELLANEOUS RECORD 223, AT PAGE 281, BEING A PART OF A PUBLIC ALLEY IN THE CITY OF BLOOMINGTON, INDIANA, AS FOUND IN PLAT BOOK A, PAGE 5, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA, COMMENCING AT THE NORTHWEST CORNER OF INLOT 293 TO SAID CITY; THENCE SOUTH 00 DEGREES 21 MINUTES 09 SECONDS WEST 2.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 21 MINUTES 09 SECONDS WEST 74.74 FEET; THENCE NORTH 01 DEGREE 33 MINUTES 00 SECONDS WEST 74.75 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 41 SECONDS WEST 1.56 FEET TO THE POINT OF BEGINNING, CONTAINING .001 ACRE, MORE OR LESS.

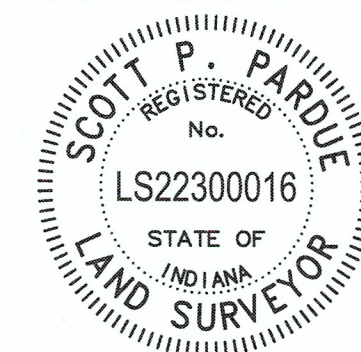
## SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA.

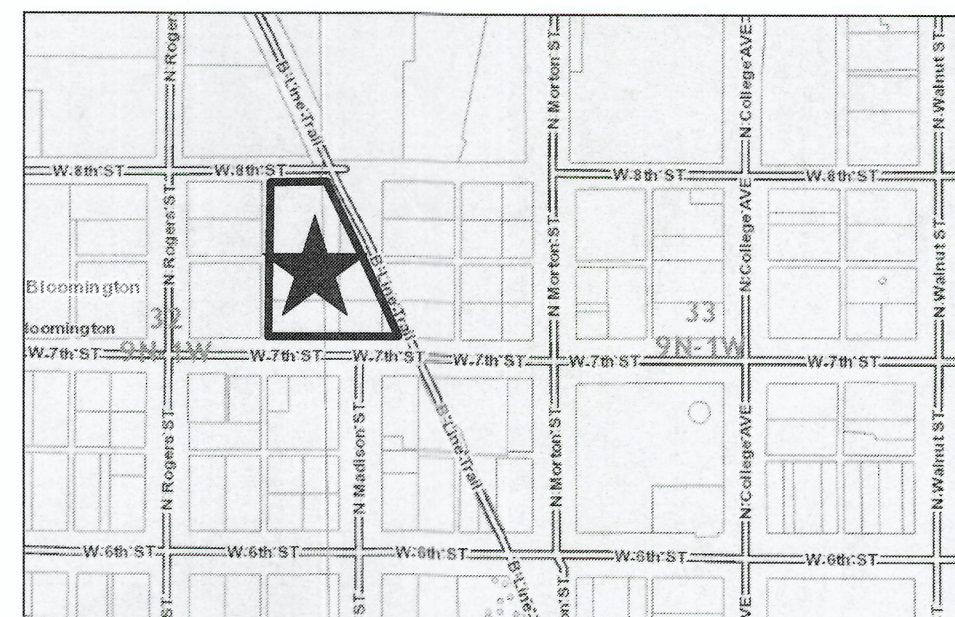
DATED NOVEMBER 27, 2024

*[Signature]*  
Scott P. Pardue

SCOTT P. PARDUE  
REGISTERED LAND SURVEYOR NO. 22300016  
STATE OF INDIANA



I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. (SCOTT PARDUE)



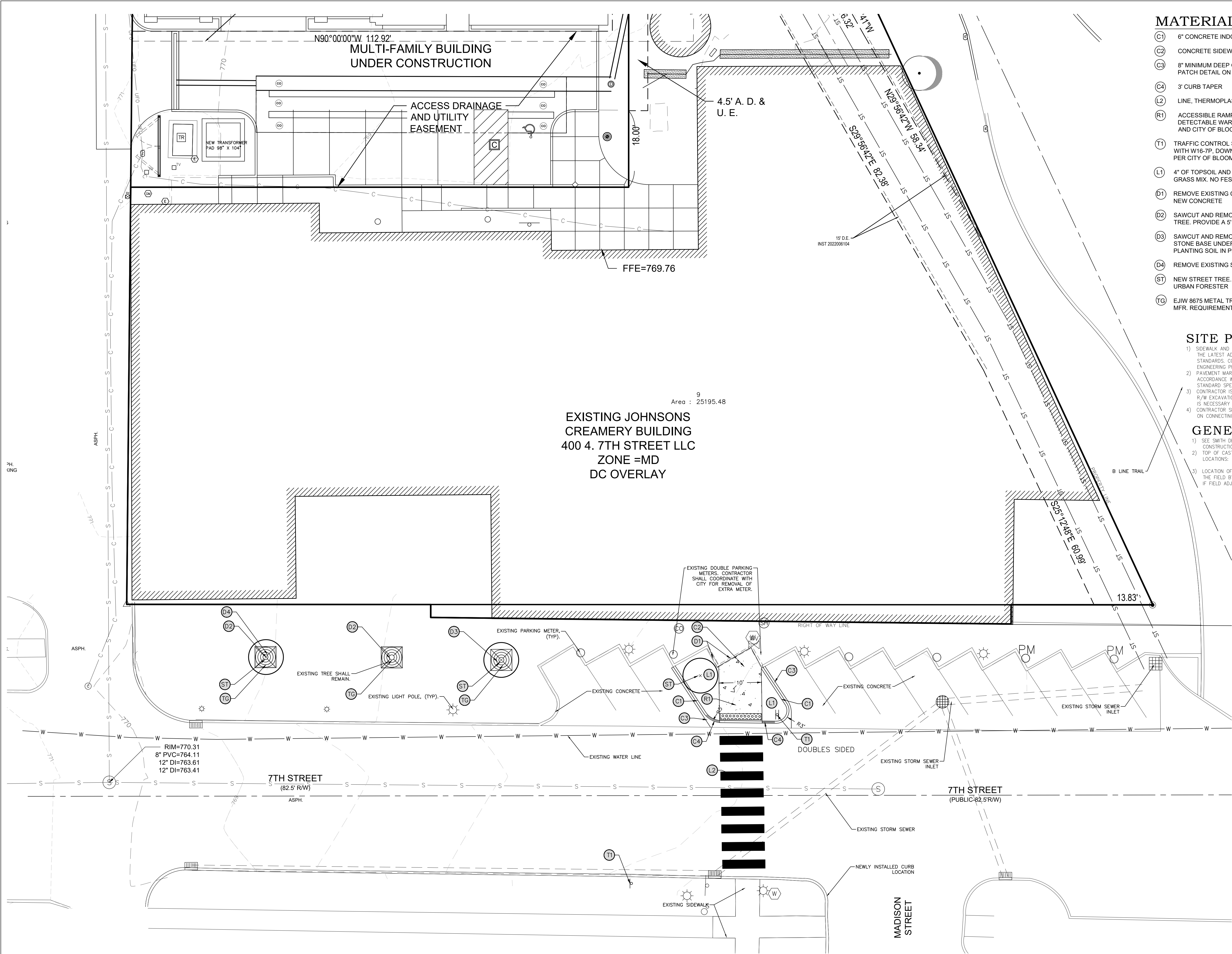
## LOCATION MAP

★ PROJECT LOCATION



CIVIL ENGINEERING • LAND SURVEYING  
1467 W Arlington Rd Bloomington, IN 47404  
(812) 336-6536 • smithdgc.com  
Job: 6028 DATE: 11/27/2024





**MATERIALS LEGEND**

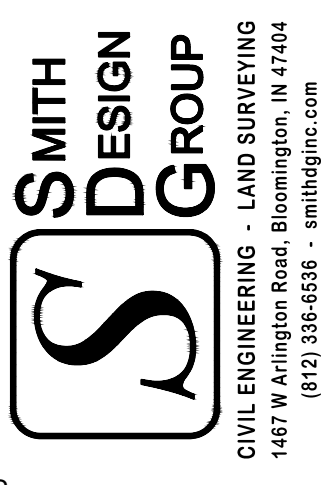
- (C1) 6" CONCRETE INDOT VERTICAL STANDING CURB
- (C2) CONCRETE SIDEWALK
- (C3) 8" MINIMUM DEEP CONCRETE PATCH AS REQUIRED. SEE PATCH DETAIL ON SHEET 2.
- (C4) 3" CURB TAPER
- (L2) LINE, THERMOPLASTIC, SOLID, WHITE, 24", CROSSWALK
- (R1) ACCESSIBLE RAMP, PERPENDICULAR WITH CAST IRON DETECTABLE WARNING ELEMENTS PER INDOT REQUIREMENTS AND CITY OF BLOOMINGTON APPROVED MATERIALS
- (T1) TRAFFIC CONTROL SIGN, W11-15, CROSSWALK SIGN 30" X 30" WITH W16-7P, DOWNWARD ARROW, 24" X 12" WITH TYPE I POST PER CITY OF BLOOMINGTON REQUIREMENTS.
- (L1) 4" OF TOPSOIL AND LAWN. LAWN SHALL BE KENTUCKY BLUE GRASS MIX. NO FESCUE PERMITTED.
- (D1) REMOVE EXISTING CONCRETE CURB AND PAVEMENT FOR NEW CONCRETE
- (D2) SAWCUT AND REMOVE EXISTING CONCRETE CURB AROUND TREE. PROVIDE A 5' X 5' FLUSH PLANTER AREA.
- (D3) SAWCUT AND REMOVE EXISTING 5' BY 5' SIDEWALK AND STONE BASE UNDERNEATH. INSTALL 18" MINIMUM OF PLANTING SOIL IN PLANTER AND NEW TREE.
- (D4) REMOVE EXISTING STREET TREE.
- (ST) NEW STREET TREE. SPECIES TO BE SELECTED BY CITY URBAN FORESTER
- (TG) EJIW 8675 METAL TREE GRATE WITH FRAME. INSTALL PER MFR. REQUIREMENTS

**SITE PLAN NOTES**

- 1) SIDEWALK AND SIDEWALK RAMPS SHALL BE IN ACCORDANCE WITH THE LATEST ADA, CITY OF BLOOMINGTON REQUIREMENTS, AND INDOT STANDARDS. CONTRACTOR SHALL COORDINATE WORK WITH CITY ENGINEERING PRIOR TO COMMENCEMENT.
- 2) 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.
- 3) CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CITY R/W EXCAVATION PERMIT IF WORK WITHIN THE PUBLIC R/W IS NECESSARY FOR THE PROJECT COMPLETION.
- 4) CONTRACTOR SHALL REMOVE ALL EXISTING "DEAD END" SIGNS ON CONNECTING STREETS WHEN THEY ARE COMPLETED.

**GENERAL NOTES**

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



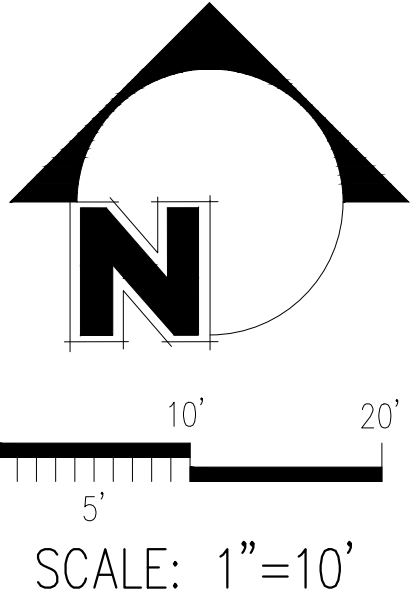
06/28/2024

**JOHNSONS CREAMERY  
BUILDING 7TH STREET  
IMPROVEMENTS  
400 W. 7TH STREET**

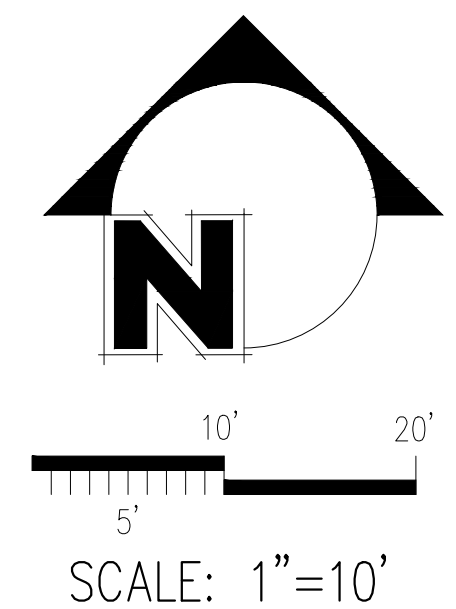
REVISIONS	BY	DATE

DESIGNED	DRAWN	CHECKED	DATE
DK	DK	DK	

JOB NUMBER <b>6028</b>
SHEET <b>1 OF 2</b>
DATE <b>06/28/2024</b>
<b>7TH STREET IMPROVEMENTS SITE PLAN</b>







A white rectangular label with rounded corners and a thin black border. It contains the following text: "JOB NUMBER" in small black capital letters at the top, followed by "6028" in large black font. Below that is "SHEET" in small black capital letters, followed by "2 OF 2" in large black font. At the bottom, it says "DATE:" in small black capital letters, followed by "06/28/2024" in large black font. The entire label is set against a background of a light gray grid.





## Board of Public Works

### Staff Report

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**Project/Event:** Request for acceptance of Public Improvements for 220 W. Gordon Pike – Wamathai Subdivision

**Petitioner/Representative:** William K. Wamathai

**Staff Representative:** [Maria McCormick](#)

**Date:** January 28, 2025

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#### Report:

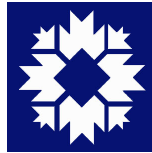
The petitioner is requesting the board accept the Public Improvements that were required as part of the plat subdivision for the Wamathai Subdivision and move this project into the 2 year maintenance bond period.

The Public Improvements to be accepted include the following:

2 Street Trees          Value \$1,200.00

(There was no Right-of-Way to be dedicated as part of this plat subdivision as the area was brought to Transportation Plan standards for ROW width as part of previous capital project completed by the county in 2019.)

The maintenance bond for this project shall be in the amount of \$2,000.00 and remain in force until January 28, 2027.



**City of Bloomington  
Engineering Department**

**Certificate of Final Acceptance**

**Project: Wamathai Subdivision – 220 W. Gordon Pike**

WHEREAS, the completed public improvements within the public right-of-way do appear to comply with the design standards of Chapter 20.05.050, Subdivision Design Standards of the Bloomington Municipal Code, and do appear to have been constructed in accordance with the City of Bloomington Planning and Transportation Department and Engineering Department requirements; and

WHEREAS, the completed public improvements within the public right-of-way appear to have been installed in accordance with the approved plans; and

WHEREAS, a performance surety in an amount equal to the greater of 5% of the original surety or \$10,000.00 or as determined by the Transportation and Traffic Engineer shall be maintained for two years from 30 days after the date of the certificate of final acceptance is approved; and

NOW, THEREFORE, upon the recommendation of the Planning and Transportation Department and Engineering Department, the public improvements within the public right-of-way are hereby accepted by the City of Bloomington Board of Public Works.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Kyla Cox Deckard

Title: Board President

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Elizabeth Karon

Title: Board Vice President

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: James Roach

Title: Board Secretary

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050



**City of Bloomington  
Engineering Department**

**CERTIFICATE OF FINAL ACCEPTANCE – INSPECTION AND RECOMMENDATION**

Project: 220 W. Gordon Pike – Wamathai Subdivision

**INSPECTION**

Signing of this portion of this form shall certify that the public improvements within the public right-of-way contained in this project have been visually inspected by representatives of the City of Bloomington Planning and Transportation and Engineering Department, that the public improvements within the public right-of-way appear to have been installed in accordance with appropriate specifications, and that aforementioned representatives take no exception with the installation. Additional inspection reports may be included with this document. A two (2) year performance surety for the public improvements shall be in effect and shall not terminate until a period of two (2) years after the certificate of final acceptance is approved.

**RECOMMENDATION**

- ☒ Acceptance of Public Improvements by City of Bloomington Board of Public Works and Release of Performance Surety. (Notwithstanding any partial release of the performance bond or letter of credit, the city requires a maintenance bond to remain in effect for a period of two (2) years after the certificate of final acceptance is approved. The maintenance bond shall be in the amount of five percent (5%) of the original performance bond, or \$10,000.00, whichever is greater, or as determined by the Transportation and Traffic Engineer.)
- ☐ Extension of Performance Surety. (Attach a list of deficiencies including a timeline for remediation.)
- ☐ Declaration that Performance Surety is in Default.

Development Services Representative:

Signature: Jackie Scanlan

Date: 1/22/25

Printed Name: Jackie Scanlan

Title: Development Services Manager

Engineering Department Representative:

Signature: Maria McCormick

Date: 1/21/2025

Printed Name: Maria McCormick

Title: Public Improvements Manager

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050



City of Bloomington  
Planning and Transportation Department

## Certificate of Final Acceptance - Application

Application:

Public Improvement Project Location (Name on plat): WAMATHAI SUBDIVISION PLAT

Public Improvement Project Description: Planting 2 trees

Developer: William Kanyi Wamathai

General Contractor: N/A

Relevant Instrument Number(s): N/A

Date of Substantial Completion of Public Improvement Project: Completed

Applicant's Name: William Kanyi Wamathai

Applicant's Title: Owner

Applicant's Agency: N/A

Date of Application for Final Acceptance: 01/09/2025

By signing below, the Applicant does hereby certify that as of the above Date of Application for Final Acceptance, the said Project meets all of the requirements for Final Acceptance according to Bloomington Municipal Code. The applicant further certifies that the completed public improvements: are in compliance with the design standards of Chapter 20.07, Design Standards of Bloomington Municipal Code; have been constructed in accordance with City of Bloomington Planning and Transportation Department requirements; and have been installed in accordance with the approved plans.

WKW

Applicant's Signature

01/09/2025

Date



WAMATHAI SUBDIVISION SECONDARY SUBDIVISION PLAT

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE ONE (1) WEST, MONROE COUNTY, INDIANA  
PARCEL NO. 53-01-53-525-500-000-009

2024009268 SPL \$25.00  
08/28/2024 08:55:42R 1 PGS  
Amy Swain  
Monroe County Recorder IN  
Recorded as Presented

RECORD DESCRIPTION (PARENT TRACT)

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP EIGHT (8) NORTH, RANGE ONE (1) WEST, IN MONROE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTERLINE OF THE GORDON PIKE ROAD, SAID POINT BEING SIX HUNDRED FIVE (605) FEET WEST OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER, THENCE NORTH ZERO (00) DEGREES TWENTY-TWO (22) MINUTES WEST TWO HUNDRED SIXTY-FIVE AND FIFTY-SIX HUNDREDTHS (265.56) FEET, THENCE EAST ONE HUNDRED AND THREE TENTHS (100.3) FEET, THENCE SOUTH ZERO (00) DEGREES TEN (10) MINUTES EAST TWO HUNDRED SIXTY-FIVE AND FOUR TENTHS (265.4) FEET, AND TO THE CENTER OF THE GORDON PIKE ROAD, THENCE WEST NINETY-EIGHT AND THIRTY-SIX HUNDREDTHS (98.36) FEET, OVER AND ALONG THE CENTERLINE OF SAID ROAD, AND TO THE PLACE OF BEGINNING. CONTAINING SIX HUNDRED FIVE THOUSANDTHS (0.605) ACRE, MORE OR LESS.

SURVEYED DESCRIPTION (LOT 1)

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA. BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE CALCULATED SOUTHEAST CORNER OF SAID QUARTER QUARTER, THENCE ALONG THE SOUTH LINE OF SAID QUARTER QUARTER, SOUTH 89 DEGREES 41 MINUTES 12 SECONDS WEST, A DISTANCE OF 531.57 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 18 MINUTES 17 SECONDS WEST, A DISTANCE OF 53.83 FEET TO THE NORTH LINE OF GORDON PIKE AND TO A REBAR WITH CAP INSCRIBED "S.P. RECTOR LS21000239" (AND HEREINAFTER REFERRED TO AS AN "IRON MONUMENT") SET AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 18 MINUTES 18 SECONDS WEST, A DISTANCE OF 95.53 FEET TO AN IRON MONUMENT SET; THENCE SOUTH 89 DEGREES 46 MINUTES 35 SECONDS WEST, A DISTANCE OF 99.50 FEET TO AN IRON MONUMENT SET; THENCE SOUTH 00 DEGREES 44 MINUTES 34 SECONDS EAST, A DISTANCE OF 90.91 FEET TO SAID NORTH LINE OF GORDON PIKE AND AN IRON MONUMENT SET; THENCE ALONG SAID NORTH LINE, SOUTH 86 DEGREES 33 MINUTES 43 SECONDS EAST, A DISTANCE OF 64.78 FEET TO AN IRON MONUMENT SET; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89 DEGREES 24 MINUTES 28 SECONDS EAST, A DISTANCE OF 34.17 FEET TO THE POINT OF BEGINNING, CONTAINING 0.213 ACRES, MORE OR LESS.

SUBJECT TO A 20 FOOT WIDE INGRESS/EGRESS EASEMENT BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHEAST CORNER OF LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 89 DEGREES 24 MINUTES 28 SECONDS WEST, A DISTANCE OF 7.60 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 89 DEGREES 24 MINUTES 28 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 95.14 FEET TO THE NORTH LINE OF LOT 1; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 14 MINUTES 19 SECONDS EAST, A DISTANCE OF 95.42 FEET TO THE POINT OF BEGINNING, CONTAINING 0.044 ACRES, MORE OR LESS

SURVEYED DESCRIPTION (LOT 2)

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA. BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE CALCULATED SOUTHEAST CORNER OF SAID QUARTER QUARTER, THENCE ALONG THE SOUTH LINE OF SAID QUARTER QUARTER, SOUTH 89 DEGREES 41 MINUTES 12 SECONDS WEST, A DISTANCE OF 531.57 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 18 MINUTES 17 SECONDS WEST, A DISTANCE OF 53.83 FEET TO THE NORTH LINE OF GORDON PIKE AND TO A REBAR WITH CAP INSCRIBED "S.P. RECTOR LS21000239" (AND HEREINAFTER REFERRED TO AS AN "IRON MONUMENT") SET; THENCE CONTINUING NORTH 00 DEGREES 18 MINUTES 18 SECONDS WEST, A DISTANCE OF 95.53 FEET TO AN IRON MONUMENT SET AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 18 MINUTES 17 SECONDS WEST, A DISTANCE OF 116.38 FEET TO AN IRON MONUMENT SET; THENCE SOUTH 89 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 100.39 FEET TO AN IRON MONUMENT SET; THENCE SOUTH 00 DEGREES 44 MINUTES 34 SECONDS EAST, A DISTANCE OF 116.19 FEET TO AN IRON MONUMENT SET; THENCE NORTH 89 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 99.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.267 ACRES, MORE OR LESS.

ALSO, A 20 FOOT WIDE INGRESS/EGRESS EASEMENT BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHEAST CORNER OF LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 89 DEGREES 24 MINUTES 28 SECONDS WEST, A DISTANCE OF 7.60 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 89 DEGREES 24 MINUTES 28 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 95.14 FEET TO THE NORTH LINE OF LOT 1; THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 46 MINUTES 35 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 14 MINUTES 19 SECONDS EAST, A DISTANCE OF 95.42 FEET TO THE POINT OF BEGINNING, CONTAINING 0.044 ACRES, MORE OR LESS

SURVEYOR'S REPORT

SCOPE OF PROJECT: THIS RETRACEMENT SURVEY AND SUBSEQUENT LOT SUBDIVISION WAS REQUESTED BY WILLIAM WAMATHAI TO DETERMINE TO BOUNDARIES OF HIS LOT AND THEN SUBDIVIDE IT TO CONSTRUCT A NEW MULTI-FAMILY DWELLING.

IN ACCORDANCE WITH INDIANA SURVEY STANDARDS AS DEFINED IN THE INDIANA ADMINISTRATIVE CODE (865 IAC 1-12 "RULE 12"), 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:

- A.) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS  
B.) EXISTING DEEDS AND PLATS OF RECORD  
C.) OCCUPATION OR POSSESSION LINES  
D.) THEORY OF LOCATION  
E.) THE RELATIVE POSITIONAL ACCURACY OF MEASUREMENTS  
THERE MAY BE UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES.

- A.) THE SOUTH QUARTER CORNER AND THE SOUTHWEST CORNER OF SECTION 16 WAS FOUND PER THE TIE SHEETS MONROE COUNTY SURVEYORS OFFICE. A BLEDSOE TAPP REBAR AND CONCRETE ROW MARKER WERE FOUND MARKING THE NORTH LINE OF AN ADJOINING LOT TO THE EAST. DECKARD REBAR WERE FOUND THE SOUTHEAST CORNER OF THE ADJOINING TRACT TO THE WEST COMMON TO THE SOUTHWEST CORNER OF THE SUBJECT TRACT AND AT THE INTERIOR CORNER OF THE SAME ADJOINING PARCEL ON THE LINE COMMON TO THE WEST LINE OF THE SUBJECT TRACT. A POTTER REBAR WAS FOUND N 03°29'37" W, 4.66' OF THE DETERMINED LOCATION OF THE NORTHWEST CORNER OF THE SUBJECT TRACT, AS CALLED OUT ON THE BLEDSOE TAPP SURVEY OF THE PREVIOUSLY DESCRIBED REBAR FOUND.  
B.) THE MOST CURRENT DEED FOR THE SUBJECT TRACT WAS FOUND ON FILE IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA. THE SUBJECT TRACT IS DESCRIBED IN INSTRUMENT 2021017179. A PORTION OF THE PARENT TRACE WAS TRANSFERRED TO THE BOARD OF COMMISSIONERS OF MONROE COUNTY PER INSTRUMENT 2015014905, HOWEVER THIS IS NOT SHOWN IN THE DEED OF THE SUBJECT TRACT.  
C.) THE SUBJECT TRACT IS IN AN OPEN AREA AND IS BOUNDED ON THE NORTH BY A TREE LINE AND FENCE, ON THE EAST BY A FENCE LINE, AND ON THE SOUTH BY GORDON PIKE.  
D.) BY HOLDING THE MONUMENTS FOUND AT THE SOUTHWEST CORNER AND SOUTH QUARTER CORNERS OF THE SECTION ALONG WITH THE BLEDSOE TAPP REBAR AND CONCRETE ROW MONUMENT ALONG THE COMMON NORTH LINE THE NORTH AND SOUTH LINES OF THE DESCRIBED PROPERTY WERE ESTABLISHED. BY HOLDING THE FOUND DECKARD REBAR THE SOUTHWEST CORNER AND WEST LINE OF THE SUBJECT TRACT WAS DEFINED. THE COMMENCING CALL FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER HOWEVER APPEARS TO BE IN ERROR. BY HOLDING THE CALLS FROM THE GORDON PIKE ROW SURVEYS, THE EAST LINES UP RIGHT WITH AN EXISTING FENCE LINE AND IS BEING HELD FOR THE EAST LINE. THE DETERMINED EAST & WEST LINES WERE EXTENDED TO MEET THE EXTENDED LINE FROM THE FOUND WALNUT STREET RIGHT OF WAY MARKER AND THE FOUND BLEDSOE TAPP REBAR TO DETERMINE THE NORTH LINE, WHICH ALSO MATCHES THE BLEDSOE TAPP SURVEY.  
E.) THE RELATIVE POSITIONAL ACCURACY OF THE LINES AND CORNERS OF THIS SURVEY DUE TO MEASUREMENTS ARE WITHIN THE SPECIFICATIONS FOR A SUBURBAN SURVEY, WHICH IS A MAXIMUM OF 0.13 FEET (40 MILLIMETERS) PLUS 100 PARTS PER MILLION.

SURVEY DATA UTILIZED FROM THE FOLLOWING SOURCES:

COPIES OF THE SURVEYS, PLATS, AND INFORMATION REFERENCED EITHER IN THIS REPORT OR ON THE ATTACHED PLAT, WERE OBTAINED FROM FILES AND INFORMATION AT THE FOLLOWING OFFICES:  
MONROE COUNTY RECORDER'S OFFICE  
MONROE COUNTY ASSESSOR'S OFFICE  
MONROE COUNTY GIS  
MONROE COUNTY SURVEYOR'S OFFICE

OWNER CERTIFICATION

The undersigned, William Kanyi Wamathai, being the owner of the above described real estate, does hereby layoff, plat and subdivide the same into lots and streets in accordance with this plat. This plat shall be known and designated as Wamathai Subdivision Final Plat.

All additional road rights-of-way shown and not previously dedicated are hereby dedicated to public use.

In witness whereof, the undersigned declarant sets their hand and seal this day of August 27, 2024.

William Kanyi Wamathai

NOTARY CERTIFICATION

Before me, a notary public in and for the State of Indiana and Monroe County, personally appeared William Kanyi Wamathai, being the owner of the described real estate, and who acknowledged the execution of the foregoing plat for the real estate known as Wamathai Subdivision Final Plat, as their voluntary act and deed for the uses and purposes therein expressed.

In witness whereof, the undersigned declarant sets their hand and seal this day of August 27, 2024.

Jessica Tucker  
Notary Public (signature)  
Notary Public (printed name)

JESSICA TUCKER  
Notary Public - Seal  
Monroe County - State of Indiana  
Commission Number NP0750027  
My Commission Expires Jul 9, 2031

My county of residence: Monroe  
My commission expires: 7/9/2031  
Commission number: NP0750027

CERTIFICATE OF APPROVAL OF PLAT COMMITTEE:

Under the authority of Indiana Code 36-7-4 700 series, 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:

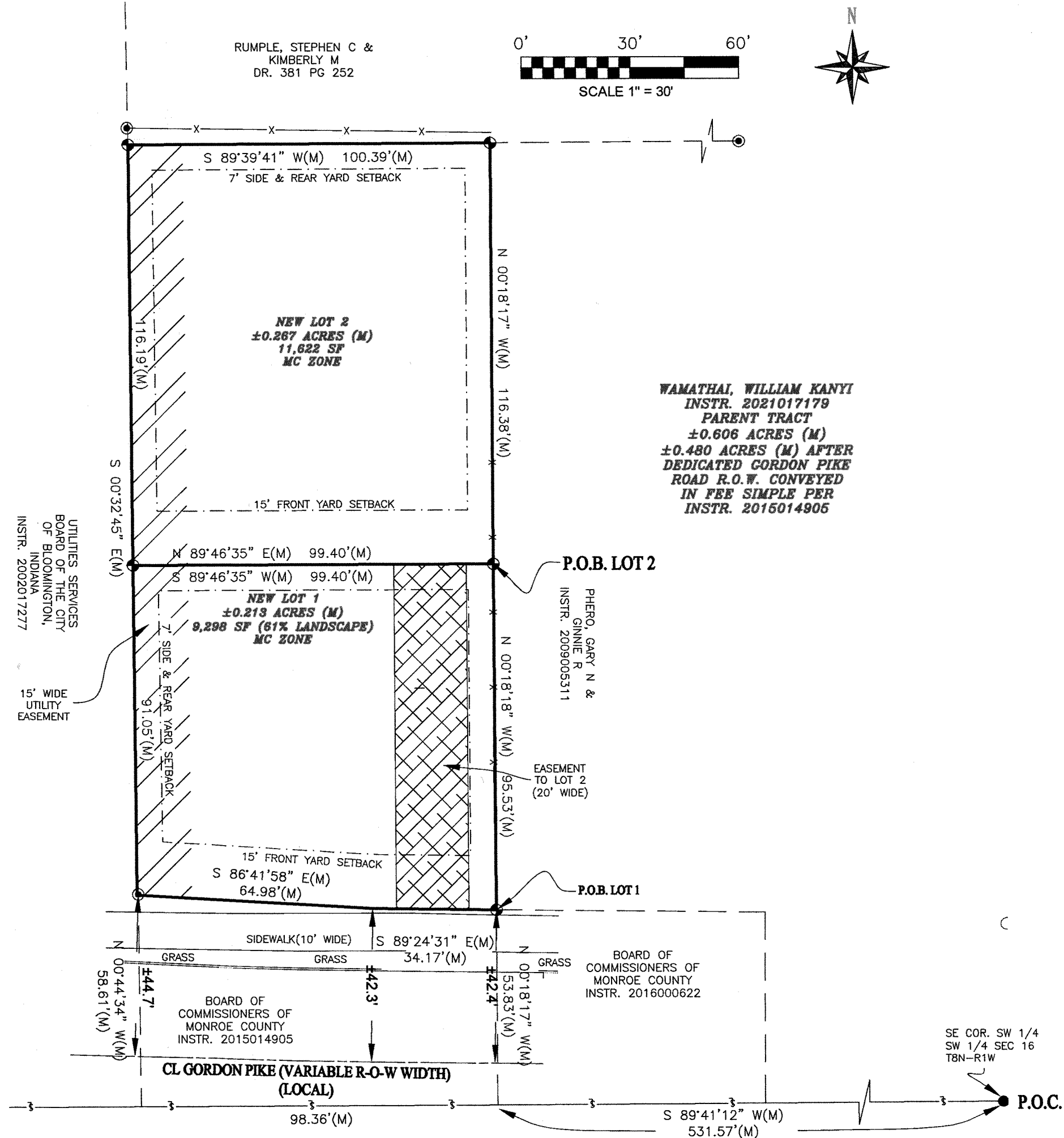
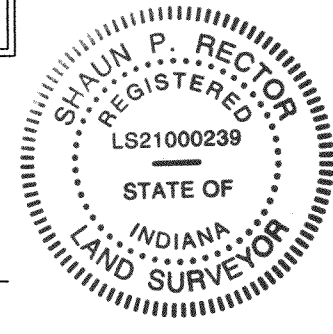
Pursuant to Bloomington Municipal Code 20.06.060(c)(3)(C)(i)(1), approval authority was delegated to the Planning and Transportation Department by the Plat Committee at its hearing on: 8-26-24

The Planning and Transportation Department approved this plat, Wamathai Subdivision Final Plat on: 8-27-24

David Hittle, Director of Planning and Transportation

I AFFIRM UNDER PENALTIES OF PERJURY THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

SHAUN P. RECTOR  
INDIANA PS NO. 21000239  
5/13/24  
DATE





## Board of Public Works

### Staff Report

---

**Project/Event:** Request for acceptance of Public Improvements for 1213-1217 W. Madison St. – Madison St. Subdivision

**Petitioner/Representative:** Caylan Marshall Evans

**Staff Representative:** [Maria McCormick](#)

**Date:** January 28, 2025

---

#### Report:

The petitioner is requesting the board accept the Public Improvements that were required as part of the plat subdivision for the 1213-1217 N. Madison St. – Madison St. Subdivision and move this project into the 2-year maintenance bond period.

The Public Improvements to be accepted include the following:

1 New street tree.

Total value of Physical Public Improvements: \$600.00

New land dedicated to Right-of way along N. Madison St. = 0.033 acres

Total value of Right-of-Way Land Dedicated: \$9,741.00

The maintenance bond for this project shall be in the amount of \$2,500.00 and remain in force until January 28, 2027.

\*Note: This project did not come before the board for a Public Improvement Bond. Because this project planted the required tree prior to recording the secondary plat, it is going directly into a maintenance bond.





**City of Bloomington  
Engineering Department**

**Certificate of Final Acceptance**

**Project: 1213-1217 S. Madison St. – Madison St. Subdivision**

WHEREAS, the completed public improvements within the public right-of-way do appear to comply with the design standards of Chapter 20.05.050, Subdivision Design Standards of the Bloomington Municipal Code, and do appear to have been constructed in accordance with the City of Bloomington Planning and Transportation Department and Engineering Department requirements; and

WHEREAS, the completed public improvements within the public right-of-way appear to have been installed in accordance with the approved plans; and

WHEREAS, a performance surety in an amount equal to the greater of 5% of the original surety or \$10,000.00 or as determined by the Transportation and Traffic Engineer shall be maintained for two years from 30 days after the date of the certificate of final acceptance is approved; and

NOW, THEREFORE, upon the recommendation of the Planning and Transportation Department and Engineering Department, the public improvements within the public right-of-way are hereby accepted by the City of Bloomington Board of Public Works.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050



**City of Bloomington  
Engineering Department**

**CERTIFICATE OF FINAL ACCEPTANCE – INSPECTION AND RECOMMENDATION**

Project: 1213-1217 N. Madison St. – Madison St, Subdivision

**INSPECTION**

Signing of this portion of this form shall certify that the public improvements within the public right-of-way contained in this project have been visually inspected by representatives of the City of Bloomington Planning and Transportation and Engineering Department, that the public improvements within the public right-of-way appear to have been installed in accordance with appropriate specifications, and that aforementioned representatives take no exception with the installation. Additional inspection reports may be included with this document. A two (2) year performance surety for the public improvements shall be in effect and shall not terminate until a period of two (2) years after the certificate of final acceptance is approved.

**RECOMMENDATION**

- ☒ Acceptance of Public Improvements by City of Bloomington Board of Public Works and Release of Performance Surety. (Notwithstanding any partial release of the performance bond or letter of credit, the city requires a maintenance bond to remain in effect for a period of two (2) years after the certificate of final acceptance is approved. The maintenance bond shall be in the amount of five percent (5%) of the original performance bond, or \$10,000.00, whichever is greater, or as determined by the Transportation and Traffic Engineer.)
- ☐ Extension of Performance Surety. (Attach a list of deficiencies including a timeline for remediation.)
- ☐ Declaration that Performance Surety is in Default.

Development Services Representative:

Signature: Jackie Scanlan

Date: 1/22/25

Printed Name: Jackie Scanlan

Title: Development Services Manager

Engineering Department Representative:

Signature: Maria McCormick

Date: 1/21/2025

Printed Name: Maria McCormick

Title: Public Improvements Manager

In accordance with Bloomington Municipal Code 20.06.060 and 20.05.050



City of Bloomington  
Planning and Transportation Department

Certificate of Final Acceptance - Application

Application:

Public Improvement Project Location (Name on plat): 1213 - 1217 N MADISON ST, Bloomington, 47404

Public Improvement Project Description: PLANTING OF 1 STREET TREE

Developer: LATITUDE 39 NORTH PROPERTIES, LLC

General Contractor: \_\_\_\_\_

Relevant Instrument Number(s): \_\_\_\_\_

Date of Substantial Completion of Public Improvement Project: 12/24/24

Applicant's Name: CAYLAN ELAND

Applicant's Title: MEMBER, LATITUDE 39 NORTH PROPERTIES, LLC

Applicant's Agency: \_\_\_\_\_

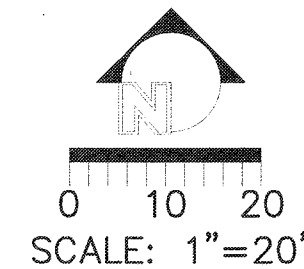
Date of Application for Final Acceptance: 12/23/24

By signing below, the Applicant does hereby certify that as of the above Date of Application for Final Acceptance, the said Project meets all of the requirements for Final Acceptance according to Bloomington Municipal Code. The applicant further certifies that the completed public improvements: are in compliance with the design standards of Chapter 20.07, Design Standards of Bloomington Municipal Code; have been constructed in accordance with City of Bloomington Planning and Transportation Department requirements; and have been installed in accordance with the approved plans.

  
Applicant's Signature

12/23/24  
Date





#### LEGEND

- RR SPIKE
- STONE
- REBAR
- IRON PIPE
- MAG NAIL

AUE ACCESS & UTILITY EASEMENT

BASIS OF BEARINGS:  
INDIANA STATE PLANE, WEST ZONE  
VERTICAL DATUM: NAVD 88

#### SETBACK TABLE

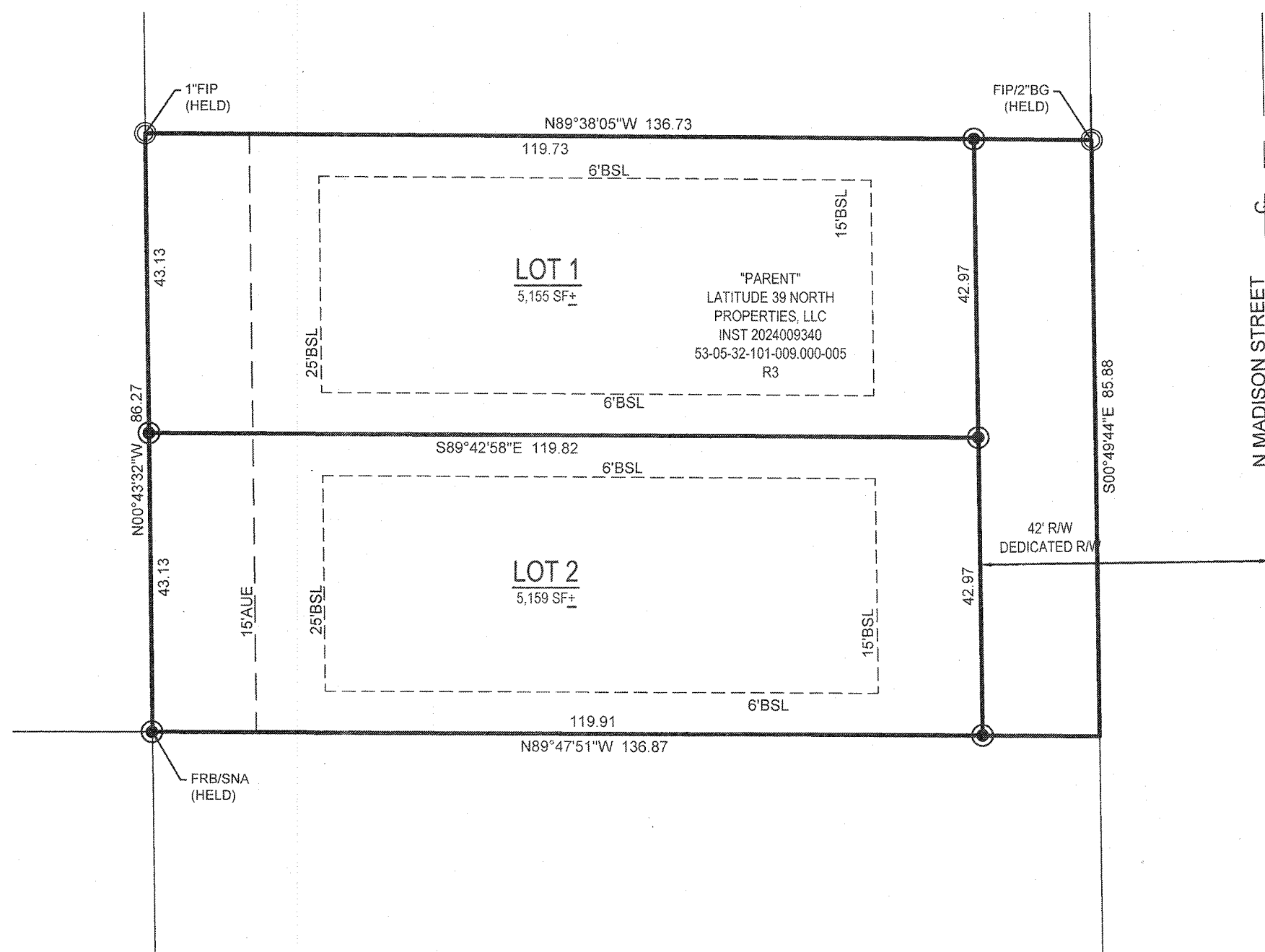
R3: RESIDENTIAL SMALL LOT  
FRONT BUILD-TO-LINE: 15 FEET OR THE MEDIAN FRONT SETBACK OF  
ABUTTING RESIDENTIAL STRUCTURES, WHICHEVER IS LESS  
SIDE - 6 FEET 1st FLOOR  
(10 FEET EACH STORY ABOVE GROUND FLOOR)  
REAR - 25 FEET

#### OWNER/SUBDIVIDER

LATITUDE 39 NORTH PROPERTIES, LLC  
PO BOX 67  
BLOOMINGTON, INDIANA 47402  
INST 2024009340  
53-05-32-101-009 000-005

#### ADDRESS TABLE

LOT 1-1217 N MADISON ST, BLOOMINGTON, IN 47404  
LOT 2-1213 N MADISON ST, BLOOMINGTON, IN 47404



ILENE A SCHAEFFER  
Notary Public, State of Indiana  
Commission # NP0673020  
My Commission Expires  
September 15, 2031

#### OWNER CERTIFICATION

LATITUDE 39 NORTH PROPERTIES, LLC, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAYOFF: PLAT AND SUBDIVIDE THE SAME INTO PARCELS IN ACCORDANCE WITH THIS PLAT. THE WITHIN PLAT SHALL BE KNOWN AS MADISON STREET SUBDIVISION FINAL PLAT.

ANY STRIPS OF GROUND SHOWN ON THE PLAT AND MARKED "EASEMENT", BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERECTED OR MAINTAINED IN THESE STRIPS.

THERE ARE BUILDING SETBACKS LINES ESTABLISHED BY THIS PLAT. BUILDINGS OR OTHER STRUCTURES SHALL NOT BE ERECTED OR MAINTAINED BETWEEN SAID LINES AND THE PROPERTY LINES.

ALL ADDITIONAL ROAD RIGHTS OF WAY SHOWN & NOT PREVIOUSLY DEDICATED ARE HEREBY DEDICATED TO PUBLIC USE.

ALL DEDICATED RIGHTS OF WAY ARE HEREBY DEDICATED TO PUBLIC USE.

WITNESS OUR HANDS THIS 2<sup>ND</sup> DAY OF JAN 2025

CAYLAN EVANS, MEMBER  
STATE OF INDIANA  
COUNTY OF Monroe

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND Monroe COUNTY, PERSONALLY APPEARED CAYLAN EVANS, A MEMBER OF LATITUDE 39 NORTH PROPERTIES, LLC, PERSONALLY KNOWN TO ME TO BE THE OWNER OF THE DESCRIBED REAL ESTATE, AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING SUBDIVISION OF THE REAL ESTATE AS SHOWN AS A VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 2<sup>ND</sup> DAY OF January 2025

MY COMMISSION EXPIRES: 9-15-2031

ILENE A SCHAEFFER  
A RESIDENT OF Monroe COUNTY

#### GENERAL NOTES

- 1) BASED UPON A SCALED INTERPRETATION OF THE FLOOD INSURANCE RATE MAP (18105C0141D) FOR MONROE COUNTY, INDIANA, DATED DECEMBER 17, 2010, THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA, AS ESTABLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE NATIONAL FLOOD INSURANCE PROGRAM.
- 2) ALL MONUMENTS FOUND IN PERFORMANCE OF THIS SURVEY WERE FOUND FLUSH WITH THE EXISTING GROUND UNLESS OTHERWISE NOTED, AND THE AGE AND ORIGIN OF SAID FOUND MONUMENTS ARE UNKNOWN UNLESS OTHERWISE NOTED.
- 3) ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE LABELED.
- 4) REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS: SMITH DESIGN GROUP, JOB 6261

This plat is subject to the Zoning  
Commitment recorded under Instrument  
Number: 2025000323

#### LEGAL DESCRIPTION - INST 2024007645

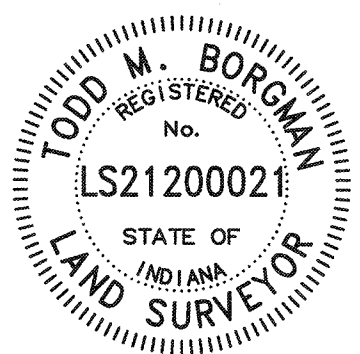
A part of the Northeast Quarter of Section Thirty-two (32), Township Nine (9) North, Range One (1) West, in Monroe County, Indiana, bounded and described as follows, to-wit: Beginning at a point Two Hundred Fifteen and Seventy-five Hundredths (215.75) feet South of the Northeast Corner of Out Lot Number One Hundred Twenty (120) in Maple Heights Addition to the City of Bloomington, Indiana, thence West One Hundred Thirty-seven (137) feet, thence South Eighty-five and Twenty-five Hundredths (85.25) feet, thence East One Hundred Thirty-seven (137) feet, thence North Eighty-five and Twenty-five Hundredths (85.25) feet to the place of beginning, in the City of Bloomington, Indiana.  
CONTAINING 0.270 ACRES, MORE OR LESS.

#### SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA.

DATED DECEMBER 13, 2024

TODD M. BORGMAN  
REGISTERED LAND SURVEYOR NO. 21200021  
STATE OF INDIANA



I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. (TODD BORGMAN)

#### PLAN COMMISSION AND BOARD OF PUBLIC WORKS AND PLAT COMMITTEE

UNDER THE AUTHORITY OF INDIANA CODE 36-7-4 700 SERIES, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCES ADOPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON AS FOLLOWS:

PURSUANT TO BLOOMINGTON MUNICIPAL CODE 20.06.060(c)(3)(C)(i)(1), APPROVAL AUTHORITY WAS DELEGATED TO THE PLANNING AND TRANSPORTATION DEPARTMENT BY THE PLAT COMMITTEE AT ITS

HEARING ON December 9, 2024

THE PLANNING AND TRANSPORTATION DEPARTMENT APPROVED THIS SECONDARY PLAT, MADISON STREET SUBDIVISION SECONDARY PLAT

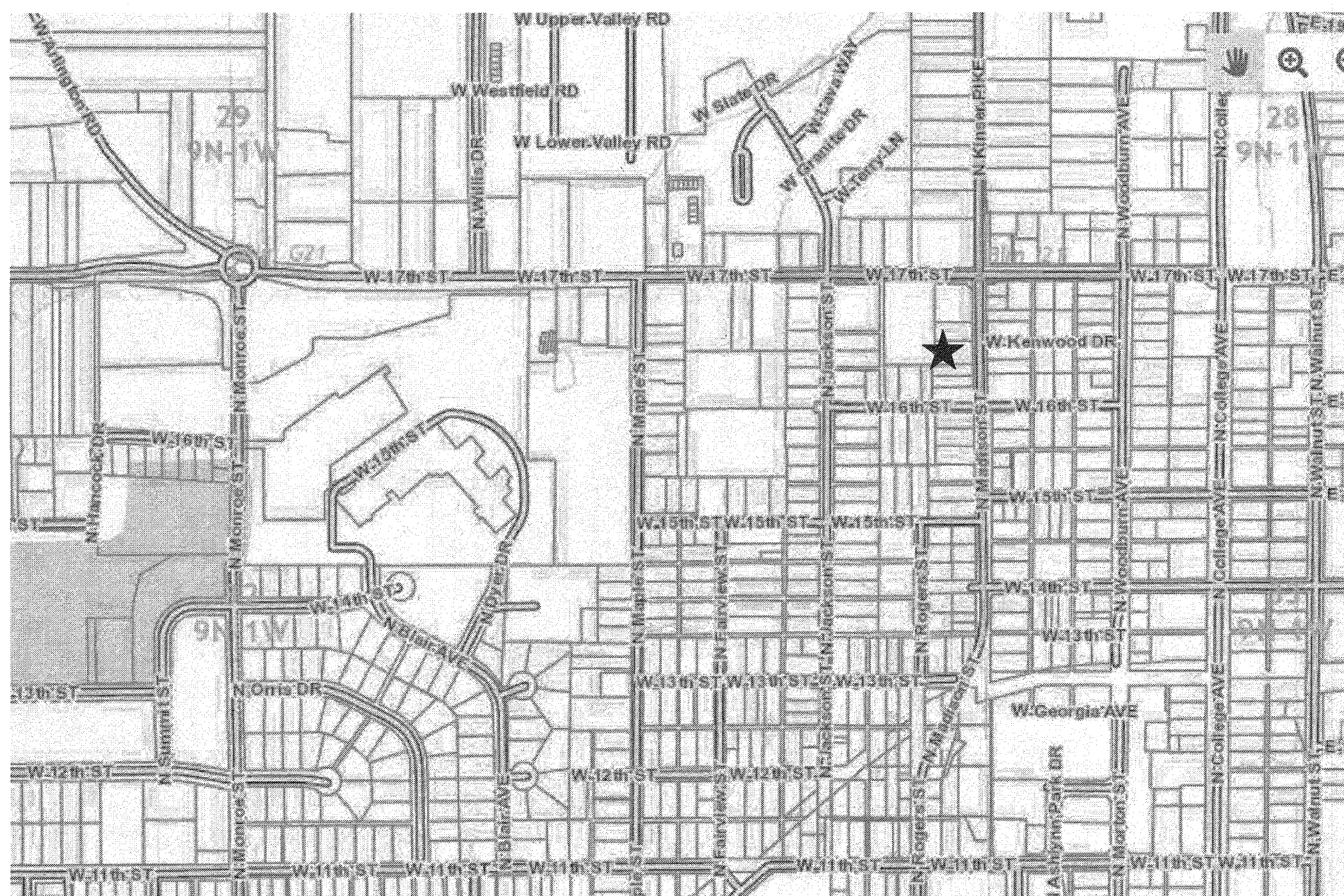
ON January 7, 2025

DAVID HITTLE, DIRECTOR

DULY ENTERED  
FOR TAXATION

JAN 09 2025

Auditor Monroe County, Indiana



#### REDUCED BULK INCENTIVE REQUIREMENTS

THE LOTS HEREON ARE SUBJECT TO THE CITY OF BLOOMINGTON'S UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 20.04.110, AFFORDABLE HOUSING AND SUSTAINABLE DEVELOPMENT INCENTIVES. NO LOT SHALL RECEIVE A BUILDING PERMIT UNTIL THE APPLICABLE AFFORDABLE HOUSING OR SUSTAINABLE DEVELOPMENT STANDARDS ARE SATISFIED DUE TO THE REDUCED MINIMUM LOT WIDTH REQUIREMENTS ESTABLISHED IN SECTION 20.04.110(C)(5)(A) (REDUCED BULK REQUIREMENTS).

#### EASEMENT NOTES

- UTILITY EASEMENT (UE)
- (A) SHALL ALLOW BOTH PRIVATE AND PUBLIC UTILITY PROVIDERS ACCESS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, REPAIR, OR REMOVAL OF UTILITY FACILITIES.
  - (B) PROHIBITS THE PLACEMENT OF ANY UNAUTHORIZED OBSTRUCTION WITHIN THE EASEMENT AREA.
  - (C) SIGNS SHALL NOT BE LOCATED WITHIN UTILITY EASEMENTS UNLESS THE SIGN IS A PUBLIC SIGN AUTHORIZED BY SECTION 20.05.079(i)(1) OR IS FURTHER AUTHORIZED BY THE CITY.

- ACCESS EASEMENT (AE)
- AN EASEMENT OF VARIABLE WIDTH AS SHOWN ON THE PLAT, DEDICATED TO THE GENERAL PUBLIC AND EMERGENCY SERVICE PROVIDERS THAT:
- (A) GRANTS THE GENERAL PUBLIC THE RIGHT TO ACCESS THE EASEMENT FOR PURPOSES OF WALKING, RUNNING, BICYCLING, SKATING, OR UTILIZING CERTAIN CLASSES OF NONMOTORIZED VEHICLES.
  - (B) GRANTS PRIVATE AND PUBLIC EMERGENCY SERVICE PROVIDERS AND FIRST RESPONDERS THE RIGHT TO ACCESS THE EASEMENT WITH MOTORIZED VEHICLES FOR EMERGENCY SERVICE PURPOSES.
  - (C) PROHIBITS THE PLACEMENT OF ANY OBSTRUCTION WITHIN THE EASEMENT WHICH WOULD PRECLUDE MOTORIZED VEHICLE ACCESS WITHIN THE ACCESS EASEMENT.

#### MADISON STREET SUBDIVISION SECONDARY PLAT

SMITH DESIGN GROUP, INC., 1467 W ARLINGTON ROAD, BLOOMINGTON, INDIANA 47404  
T: 812.336.6536 W: www.smithdgc.com Job: 6958 Page: 1/1 Date: December 17, 2024





## Board of Public Works Staff Report

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<b>Project/Event:</b>	Award Contract to RLH Sealcoating, Inc – Crack Sealing Project
<b>Petitioner/Representative:</b>	Street Department
<b>Staff Representative:</b>	Joe Van Deventer
<b>Meeting Date:</b>	January 28, 2025

---

This project shall include all necessary labor, materials, and equipment for crack sealing 7.61 miles of roadways. This project is aimed at extending the lifespan of our roadways by sealing cracks that have developed over time. This process helps to prevent water infiltration, which can cause further damage and deterioration of the pavement.

Quotes were received and RLH Sealcoating, Inc. was determined the lowest responsive and reasonable bidder with action recommended for Crack Sealing Project.

RLH Sealcoating, Inc. \$ 51,367.50  
Lentz Paving, LLC \$ 51,780.00  
Wallace Construction, Inc. \$ 52,223.63  
Bloomington Seal Coating – Withdrew Quote

---



## CONTRACT COVER MEMORANDUM

**TO:** Legal Department  
**FROM:** Joe VanDeventer, PW/Street Division  
**DATE:** January 28, 2025  
**RE:** Contract with RLH Sealcoating, Inc. – Crack Seal Project

<b>Contract Recipient/Vendor Name:</b>	RLH Sealcoating, Inc.
<b>Department Head Initials of Approval:</b>	AW
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Danna Stephens
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2036
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	25-075
<b>Due Date For Signature:</b>	1/28/2025
<b>Expiration Date of Contract:</b>	06/30/2025
<b>Renewal Date for Contract:</b>	NA
<b>Total Dollar Amount of Contract:</b>	\$51,367.50
<b>Funding Source:</b>	2203-20-200000-54510
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

### **Summary of Contract:**

This project shall include all necessary labor, materials, and equipment for crack sealing 7.61 miles of roadways. This project is aimed at extending the lifespan of our roadways by sealing cracks that have developed over time. This process helps to prevent water infiltration, which can cause further damage and deterioration of the pavement.

Quotes were received and RLH Sealcoating, Inc. was determined the lowest responsive and reasonable bidder with action recommended for Crack Sealing Project.

RLH Sealcoating, Inc. \$ 51,367.50  
Lentz Paving, LLC \$ 51,780.00  
Wallace Construction, Inc. \$ 52,223.63  
Bloomington Seal Coating – Withdrew Quote

## City of Bloomington Contract and Purchase Justification Form

Vendor: RLH Sealcoating, Inc.

Contract Amount: \$ 51,367.50

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 checked="" type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input 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: 4	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"/>	Four quotes were received December 24, 2024 with one withdrawing.
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input 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:

This project shall include all necessary labor, materials, and equipment for crack sealing 7.61 miles of roadways. This project is aimed at extending the lifespan of our roadways by sealing cracks that have developed over time. This process helps to prevent water infiltration, which can cause further damage and deterioration of the pavement.

Quotes were received and RLH Sealcoating, Inc. was determined the lowest responsive and reasonable bidder with action recommended for Crack Sealing Project.

RLH Sealcoating, Inc. \$ 51,367.50  
 Lentz Paving, LLC \$ 51,780.00  
 Wallace Construction, Inc. \$ 52,223.63

---

 Joe VanDeventer

Print/Type Name

---

 Director of Operations

Print/Type Title

---

 PW/Street Division

Department



# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS/STREET DIVISION

AND

RLH SEALCOATING, INC.

FOR

CRACK SEAL PROJECTS

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Public Works/Street Division through the Board of Public Works (hereinafter CITY), and RLH SEALCOATING, INC., (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for this project shall include, but is not limited to, cost to provide the labor, equipment, materials, maintenance of traffic, and blow and prep area for crack seal projects.

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 516-13 *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. The Work is generally described in Attachment A, "Scope of Work".

**2.02** All work required under this Agreement shall be substantially completed by the CONTRACTOR within one hundred and fifty (150) calendar days from the date of the Notice to Proceed, 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** 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 in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

**3.02** Owner shall pay Contractor (LUMP SUM) \$51,367.50 (Fifty-one Thousand Three Hundred Sixty-Seven Dollars and Fifty Cents) for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract. 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 or Director of Street Operations 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.

### **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 as set out below.

**4.02** **Retainage Amount** The retainage amount shall be five percent (5%) of the dollar value of all work satisfactorily completed and shall be withheld until the Contract work is complete. The retainage amount shall be placed in an escrow account with an escrow agent or shall be held by the Board of Public Works ("Board"). Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent.

**4.03** **Escrow Agent** If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement and Contractor shall work directly with the escrow agent to set up the account. 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.

**4.04** **Board** If the retainage is held by the Board, the Owner shall place the funds so retained in a retainage account with the Board. Such deposit shall be made within three business days after the date such payments are made to Contractor. No income will be earned or will be payable on the deposit.

**4.05** **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of Owner, at which time 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 4.07.

**4.06 Payment of Retainage Amount by the Board** The Board shall hold the retainage until notice from the Owner that the Contract work has been substantially completed to the reasonable satisfaction of the Owner. At this 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 Board to pay the Contractor the retainage. No interest will have been earned or will be payable. Nothing in this section shall prohibit Owner from requiring the Board to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.07.

**4.07 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, the Owner may direct the escrow agent or the Board to retain 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 or the Board 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 the Owner or another party under contract with Owner, said funds shall be released to 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.

### **5.04 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>Limit</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. 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) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$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, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate. Deductible shall not be more than \$10,000.
F. Cyber Attack and Cyber Extortion	
Computer Attack Limit (Annual Aggregate)	\$1,000,000
Sublimit (Per Occurrence) for Cyber Extortion	\$100,000
Computer Attack and Cyber Extortion deductible (per occurrence)	\$10,000
G. Network Security Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (per occurrence)	\$10,000
H. Electronic Media Liability	
Limit (Annual Aggregate)	\$1,000,000
Deductible (Per Occurrence)	\$10,000
I. Fraudulent Impersonator Coverage	
Limit (Annual Aggregate)	\$250,000
Deductible (Per Occurrence)	\$5,000

### **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 Bloomington Municipal Code 2.23.110 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.

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 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	RLH Sealcoating, Inc.
Attn: Joe VanDeventer	Attn: Jake Thacker
P.O. Box 100 Suite 130	5306 State Road 39
Bloomington, Indiana 47404	Martinsville, IN 46151

**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 contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

**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.

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

DATE: \_\_\_\_\_

City of Bloomington

BY: \_\_\_\_\_

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Margie Rice, Corporation Counsel

BY: \_\_\_\_\_

Contractor Representative

Printed Name

Title of Contractor Representative





## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **CRACK SEAL PROJECTS**

This project shall include, but is not limited to, the cost to provide the labor, equipment, materials, maintenance of traffic, and blow and prep area for crack seal projects.

Crack Seal 7.61 miles

Eastern Heights Addition – All

Grandview Addition – All

Tamarron Addition – All

E Kirkwood Ave – N Indiana Ave to N Walnut St

E 7<sup>th</sup> St – N Morton St to N Woodlawn Ave

E 2<sup>nd</sup> St – S High St to S Swain Ave

N Rogers St – W 4<sup>th</sup> St to W 11<sup>th</sup> St

S Henderson St - E Winslow Rd to S Walnut Street Pk

S Walnut St Pike – S Henderson St to E Allendale Dr

## ATTACHMENT 'B'

BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;  
COST RECOVERY

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

# AFFIDAVIT

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

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_  
(job title)  
(company name).
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. 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.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below\*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$_____

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

Commission #: \_\_\_\_\_

\*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

## **“E-Verify Affidavit”**

## E-Verify AFFIDAVIT

My Commission #: \_\_\_\_\_

**ATTACHMENT 'D'**

**COMPLIANCE AFFIDAVIT REGARDING INDIANA CODE CHAPTER 4-13-18 DRUG TESTING OF  
EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

AFFIDAVIT The

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

1. The undersigned is the \_\_\_\_\_ of  
(job title)  
\_\_\_\_\_.  
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned: iii. \_\_\_\_\_ has contracted with or seeking to contract with the City of Bloomington to provide services; **OR** iv. \_\_\_\_\_ is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

My Commission #: \_\_\_\_\_



## Board of Public Works Staff Report

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**Project/Event:** Renewal #2 Agreement for Pavement Marking Contract to CE Hughes Milling Inc. DBA The AirMarking Co.

**Petitioner/Representative:** Street Department

**Staff Representative:** Joe Van Deventer

**Meeting Date:** January 28, 2025

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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 Renewal #2 supplements the pavement markings contract for 2025 as agreed by both City and CE Hughes Milling Co DBA The AirMarking Co.

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



## CONTRACT COVER MEMORANDUM

**TO:** Legal Department  
**FROM:** PW/Street Division  
**DATE:** January 28, 2025  
**RE:** Renewal #2 Agreement Pavemen

<b>Contract Recipient/Vendor Name:</b>	CE Hughes Milling, Inc. DBA The AirMarking Co.
<b>Department Head Initials of Approval:</b>	Adam Wason
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Danna Stephens
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2036
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	25-076
<b>Due Date For Signature:</b>	1/28/2025
<b>Expiration Date of Contract:</b>	12/31/2025
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$ 179,440.00
<b>Funding Source:</b>	CCD 4402-02-020000-54510
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	<input checked="" type="radio"/> Yes <input type="radio"/> NA
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	<input checked="" type="radio"/> Yes <input type="radio"/> NA
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No

### Summary of Contract:

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 Renewal #2 supplements the pavement markings contract for 2025 as agreed by both City and CE Hughes Milling Co DBA The AirMarking Co.



## City of Bloomington Contract and Purchase Justification Form

Vendor: CE Hughes Milling Inc DBA 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

☒

Not Applicable (NA)

☐

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes      No

# of Submittals: 2

Yes      No

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

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

☐☐

Bids were opened March 13, 2023 BPW work session. CE Hughes Milling, Inc. DBA The AirMarking Co. was determined the most responsible and responsive with action to award.

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

Bids were opened March 13, 2023 BPW work 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 Renewal #2 supplements the pavement markings contract for 2025 as agreed by both City and CE Hughes Milling Co DBA The AirMarking Co.

Joe VanDeventer

Director of Street Operations

PW/Stree Division

Print/Type Name

Print/Type Title

Department



CE Hughes Milling, Inc. DBA  
The Airmarking Company  
1544 NORTH STATE ROAD 25 \* ROCHESTER, INDIANA 46975 \* TELEPHONE (574) 223-5817

November 20, 2024

Mr. Freddy Love  
City of Bloomington  
Board of Public Works  
401 N. Morton St., Ste. 130  
Bloomington, IN 47404

Re: 2023 Pavement Marking Contract

Dear Mr. Love,

Per the 2023 pavement marking contract, we would like to extend our prices for another year. If you have any questions, please contact me at 574-223-5817, or [nick@airmarking.com](mailto:nick@airmarking.com).

Thank you,

A handwritten signature in blue ink, appearing to read 'Nick Relias', with a stylized flourish at the end.

Nick Relias  
Operations Manager

**RENEWAL #2 TO AGREEMENT  
FOR PAVEMENT MARKING CONTRACT**

**Between the  
CITY OF BLOOMINGTON**

**And**

**CE Hughes Milling, Inc. DBA The AirMarking Co.**

In March of 2023, the Board of Public Works approved the 2023 Agreement with CE Hughes Milling, Inc. DBA The AirMarking Co. for Pavement Markings, as the lowest responsive and responsible bidder. This Renewal #2 supplements that Agreement for installation of pavement markings with CE Hughes Milling, Inc. DBA The AirMarking Co. as follows:

1. **Article 2 Services.** states the agreement maybe renewed for two times for additional one-year terms, 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 one-year renewal of the Agreement.
2. CE Hughes Milling, Inc. DBA The AirMarking Co. provided notice to the City on November 20, 2024 of its wish to renew this Agreement.
3. The City also wishes to renew this Agreement for 2025 Pavement Marking Services.
4. In all other respects, the Agreement shall remain in effect as originally written.

CITY OF BLOOMINGTON

CE Hughes Milling, Inc. DBA The AirMarking Co.

By: \_\_\_\_\_  
Kyla Cox Deckard, President  
Board of Public Works

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Adam Wason, Director  
Public Works Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Margie Rice, Corporation Counsel



## Board of Public Works Staff Report

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**Project/Event:** 4<sup>th</sup> Street Parking Garage Skywalk Heat Repair  
**Petitioner/Representative:** Public Works Parking Services  
**Staff Representative:** Jess Goodman  
**Date:** 1/16/2025

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**Report:** The 4<sup>th</sup> st Skywalk is in need of a secondary heating unit. The current heating unit we have cannot keep up with the low temperatures. Do to all the windows and size of unit the backup heat is necessary.

The secondary heat will kick on when the thermostat is under the temp it is set on. This will take the load off of the current unit we have so it will last longer and not run 100% all the time.

Scope:

**Inclusions:**

- Cut existing duct to house new electric heat bank.
  - Furnish and install one (1) 20kW electric duct heater.
  - Furnish and install one (1) LG PRARH1 Auxiliary Heater Relay Kit.
  - Furnish and install all necessary control wiring between new duct heater and auxiliary heater relay kit.
  - Connect wiring harness from auxiliary heater relay kit to existing indoor unit.
  - Furnish and install all necessary electrical wiring, conduit, and breaker from existing breaker panel to new electric duct heater.
  - Startup and verify operation.
- 

**Recommendation and Supporting Justification:** Cost = \$20,550.00

**Recommend** ☒ **Approval** ☐ **Denial by:** *Jess Goodman*





## CONTRACT COVER MEMORANDUM

**TO:** Adam Wason  
**FROM:** Jess Goodman  
**DATE:** 1.16.2025  
**RE:** 4<sup>th</sup> St. Garage Skywalk Heat Repair

<b>Contract Recipient/Vendor Name:</b>	HFI
<b>Department Head Initials of Approval:</b>	AW
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Jess Goodman
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2036
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	25-072
<b>Due Date For Signature:</b>	1.28.2025
<b>Expiration Date of Contract:</b>	03.31.2025
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$20,550.00
<b>Funding Source:</b>	101.26.260000.54510 (CRED)
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Jess Goodman

### Summary of Contract:

The 4<sup>th</sup> St garage skywalk is in need of a secondary heating unit. The current heating unit we have cannot keep up with the low temperatures. Do to all the windows and size of unit the backup heat is necessary.

The secondary heat will kick on when the thermostat is under the temp it is set on. This will take the load off of the current unit we have so it will last longer and not run 100% all the time.

Scope:

**Inclusions:**

- Cut existing duct to house new electric heat bank.
- Furnish and install one (1) 20kW electric duct heater.
- Furnish and install one (1) LG PRARH1 Auxiliary Heater Relay Kit.
- Furnish and install all necessary control wiring between new duct heater and auxiliary heater relay kit.
- Connect wiring harness from auxiliary heater relay kit to existing indoor unit.
- Furnish and install all necessary electrical wiring, conduit, and breaker from existing breaker panel to new electric duct heater.
  
- Startup and verify operation.

## City of Bloomington Contract and Purchase Justification Form

Vendor: HFI

Contract Amount: \$20,550.00

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 checked="" type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input 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		Yes	No
# of Submittals: 2			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
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:

Hfi was chosen for this project since they were the lowest bid and met all the criteria in the scope of work.

\_\_\_\_\_  
Jess Goodman

Print/Type Name

\_\_\_\_\_  
Parking Garage Manager

Print/Type Title

\_\_\_\_\_  
PW-Parking Services Division

Department



**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
HARRELL FISH, INC.**

This Agreement, by and between the City of Bloomington, Department of Public Works (the “Department”) and Harrell Fish, Inc. (“Contractor”) is effective upon execution by both parties.

**Article 1. Scope of Services** Contractor shall perform repairs to the 4<sup>th</sup> street garage skywalk of the following type: cut existing duct to house and add electric heat bank, install 1 20kw electric duct heater, install one LG auxiliary heater relay kit, install control wiring between duct heater and auxiliary heater relay kit, connect wiring harness, install all electrical wiring, conduit, and breaker from existing breaker panel. 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 March 31, 2025, 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 Jess Goodman, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty Thousand Five Hundred Fifty Dollars (\$20,550.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. Invoices shall be sent 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: Contractor shall complete the Services required under this Agreement on or before March 31, 2025. 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").

Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

**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) Comprehensive General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence; \$1,000,000 personal injury and advertising injury; \$2,000,000 products and completed operations aggregate; and \$2,000,000 general 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) Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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 a Certificate of Insurance showing each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

**Article 13. Conflict of Interest** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services 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 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

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

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

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

**Department:** City of Bloomington Public Works, Attn: Jess Goodman, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

**Contractor:** HFI, 2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402

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. Living Wage Ordinance** Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$16.22 per hour for covered employees, and up to 15% of that amount, or \$2.43, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; 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.

**CITY OF BLOOMINGTON**

**HFI, Harrell-Fish Incorporated**

\_\_\_\_\_  
Margie Rice, Corporation Counsel

\_\_\_\_\_  
Aaron Wagoner, Account Manager

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

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

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

**EXHIBIT B**

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**HFI, Harrell-Fish Incorporated**

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public Printed Name

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

My Commission #: \_\_\_\_\_

## EXHIBIT “C”

### AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)  
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
\_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2024.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Commission Number



## 4th St. Garage Skywalk HVAC Contract

### Contractor Bid List

Contractor	Email	Phone Number
Sierra Heating	lmason@sierramechservices.com	812.606.9585
HFI	awagoner@harrell-fish.com	812.361.7620
Commercial Services		812.339.9114

Date of Contact	Date of Walk Through	Bid Amount	Notes
9/1/2024	9/18/2024	\$34,500.00	
12/3/2024	12/10/2024	\$20,550.00	
9/1/2024	Declined		Declined a walk through

gh on this project



December 20, 2024

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

Attn: Jess Goodman

Re: 4<sup>th</sup> Street Parking Garage Sewalheat

Harrell-Fish, Inc. proposes the following scope of work

**Inclusions:**

- ☐ Cut existing duct to house new electric heat fan
- ☐ Furnish and install one (1) 20" electric duct heater
- ☐ Furnish and install one (1) LGP 1" fan coil heater relay
- ☐ Furnish and install all necessary control wiring between new duct heater and fan coil heater relay
- ☐ Connect wiring harness from fan coil heater relay to existing indoor unit
- ☐ Furnish and install all necessary electrical wiring, conduit, and breaker from existing breaker panel to new electric duct heater
- ☐ Start-up and verification

**Exclusions:**

- ☐ Owner beyond the scope of work listed above
- ☐ Overtime/Shift work
- ☐ Sales tax

**Total Project Investment – \$20,550.00**

\_\_\_\_\_  
Client Acceptance Date

***Due to increased volatility in the cost of raw materials, if the price of material significantly increases, this quote may be adjusted proportionately.*** Change for the contract to submit this proposal. Please contact me with any questions.

Sincerely,

**Aaron Wagoner**  
Account Manager  
awagoner@harrellfish.com  
812-304-081

***This proposal is subject to the accompanying HFI Standard Terms and Conditions***

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402  
812-339-2579 www.harrell-fish.com





## Mechanical & Building Solutions

### HFI Standard Terms and Conditions

- 1□ This proposal shall be considered withdrawn if not accepted within thirty (30) days□
- 2□ We shall provide only trained and qualified technicians employed and/or subcontracted and supervised by us□
- 3□ All labor is to be performed during HFI's regular working hours, unless noted in this proposal□
- 4□ Until final payment is made, we will retain the title to all materials and equipment it installs□
- 5□ Unless stated otherwise in this proposal, payment is due in full upon completion of work□ Payment not made within thirty (30) days of completion or due date shall bear interest at the rate of 2% per month□
- 6□ In the event Client's account is referred to attorneys for collection, Client shall pay reasonable attorney fees, court costs and other collection costs□
- 7□ Client shall carry fire, extended coverage and all other necessary insurance for its premises□
- 8□ Client hereby assumes the risk of loss or damage to the equipment installed on premises from any cause whatsoever after the equipment is installed□
- 9□ Either party will be liable to complete the work on the date(s) specified, but because we have no control over equipment availability and delivery, all completion dates are estimates only□
- 10□ We shall not be liable for damage, injury, illness, loss or delays resulting from asbestos, fire, explosion, flooding, the elements, labor troubles, old or old related situations, or any other cause beyond our control□
- 11□ We shall not be liable for injuries to persons or damage to property except those directly caused by negligent acts of omissions or HFI's employees. This term shall be subject to paragraph 15 below.
- 12□ We shall not be responsible for any damages incurred due to inability of the building structure to properly support the installed equipment, or for expense incurred in repairing, replacing or refinishing part of the building structure necessary for the performance of any service or installation, unless otherwise noted in this proposal□
- 13□ We shall not be liable for any present or future taxes, charges or other governmental fees, or any items of equipment, labor or special tests required or recommended by insurance companies, equipment vendors or governmental authorities□
- 14□ Neither we nor its employees or agents are experts in the identification of hazardous substances or materials□ Therefore, Client agrees that we shall not be liable for the identification, detection, abatement, encapsulation, storage, removal or transportation of old, old life substances, or any regulated or hazardous substances regulated or hazardous substances which include, but are not limited to asbestos, certain refrigerants and refrigerant oils□ If any such substances or materials are encountered during the course of work, we shall stop work until all such substances or materials have been removed and/or an hazard or liability is eliminated□ We shall be granted an extension of time to complete performance equal to the delay, and we reserves the right to be compensated for any loss due to a delay□
- 15□ Client agrees that, notwithstanding any other term or condition, we shall not be liable for any property damage or loss (whether direct or indirect), personal injury or illness, or death caused by the presence of old or similar substances in, around, or emanating from any of the materials or equipment supplied, installed, serviced, or repaired by us□
- 16□ This agreement contains the entire understanding between us and the Client□ Any modifications, amendments or changes must be in writing and signed by both parties□
- 17□ Client is hereby notified of the existence of certain lien rights pursuant to Indiana Code 32-28-3 et. seq. Client's signature shall constitute acknowledgement and receipt of this notice of HFI's lien rights.
- 18□ We shall provide a one (1) year limited labor warranty on new equipment installations□
- 19□ The manufacturer provides a limited warranty on the equipment for □□□□□ Such warranty is typically a one (1) year limited parts warranty on new equipment installations and five (5) years on compressors□
- 20□ Regular, recommended maintenance must be provided by a qualified provider and documented in writing or all warranties are void□
- 21□ For residential work, and unless otherwise negotiated, payment terms are approved check or cash with 50% of contract amount due upon contract signing so we can order the equipment□ The remaining 50% of contract amount is due upon job completion□ Our installer will collect our final payment before he leaves the job site□ All payments by credit card are subject to a 3% fee□
- 22□ For non-residential work, and unless otherwise negotiated, payment is due upon receipt of invoice□ Payments are approved check or cash□ All payments by credit card are subject to a 3% fee□
- 23□ Any alteration or deviation from the attached written specifications incurring extra costs will be executed only upon written orders and will incur an extra charge order and approve this agreement□
- 24□ We does not provide tax advice□ It is the responsibility of the customer to verify all tax credits, deductions and energy rebates□

2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402

812-339-2579 [www.harrell-fish.com](http://www.harrell-fish.com)





11926 E Carmichael Road  
Bloomfield, IN 47424  
+18126069585  
lmason@sierramechservices.com

## Estimate

### ADDRESS

Jessica Goodman  
City of Bloomington 4th St  
Parking Garage  
401 N. Morton St.  
Bloomington, IN 47404  
United States

ESTIMATE # 1063

DATE 09/18/2024

### DESCRIPTION

QTY

AMOUNT

4th Street Parking Garage Bridge Electric  
Heat Addition:

34,500.00

CBK20 DUCT HEATER 208/1PH  
LG PRARH1 AUX HEAT KIT

Heat Kit Sized for Bridge Square Footage  
and Window Load Loss. Heat Kit to  
Intergrate with LG

Sierra to Furnish & Install 20kw Electric Heat  
Element (14"x32") With Exterior Electrical  
Control Panel. Install LG Control Kit for  
Ducted Unit above ceiling currently providing  
5 Ton of Heat. Program Controls to bring on  
Emergency Heat for temps Below 32  
Degrees outdoors. Electric Heat will Be in 2  
Stages to Help with EFFICIENCY.

This Price Includes Affordable Electric  
Installing and providing 2 seperate Electrical  
Circuits to the Bridge For 20kw of Heat.

Lift will be on site for 1 Week.

TOTAL

**\$34,500.00**

Thank you for your business!

Accepted By

Accepted Date

Thank you for your business!





# Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 1101 - General</b>										
Department <b>01 - Animal Shelter</b>										
Program <b>010000 - Main</b>										
Account <b>43442 - Equipment Deposits</b>										
Joanna McWhorter	MCWHORTER-011225	01-refund trap deposit-1/12/25	Paid by Check # 79660		01/21/2025	01/21/2025	01/31/2025		01/31/2025	40.00
Account <b>43442 - Equipment Deposits</b> Totals										Invoice Transactions 1
										<u>\$40.00</u>
Account <b>52210 - Institutional Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1Q7X-D76J-WRPP	01-Martingale Collars & Nail Trimmers	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	439.66
4586 - Hill's Pet Nutrition Sales, INC	251952538	01-Dog food	Paid by EFT # 63718		01/21/2025	01/21/2025	01/31/2025		01/31/2025	114.24
4586 - Hill's Pet Nutrition Sales, INC	251870375	01-Dog, puppy, cat food	Paid by EFT # 63718		01/21/2025	01/21/2025	01/31/2025		01/31/2025	297.56
4586 - Hill's Pet Nutrition Sales, INC	251870372	01-Dog, Puppy, Kitten and Cat Food	Paid by EFT # 63718		01/21/2025	01/21/2025	01/31/2025		01/31/2025	372.50
4574 - John Deere Financial f.s.b. (Rural King)	319969	01-litter-50 40lb bags pellet bedding	Paid by Check # 79642		01/21/2025	01/21/2025	01/31/2025		01/31/2025	249.50
4633 - Midwest Veterinary Supply, INC	23408350-101	01-Solution for med compounding	Paid by EFT # 63758		01/21/2025	01/21/2025	01/31/2025		01/31/2025	18.06
4633 - Midwest Veterinary Supply, INC	24077616-050	01-Syringes	Paid by EFT # 63758		01/21/2025	01/21/2025	01/31/2025		01/31/2025	98.85
4633 - Midwest Veterinary Supply, INC	24077616-000	01-Syringes	Paid by EFT # 63758		01/21/2025	01/21/2025	01/31/2025		01/31/2025	198.40
4137 - Patterson Veterinary Supply, INC	3034673500	01-Capstar	Paid by EFT # 63778		01/21/2025	01/21/2025	01/31/2025		01/31/2025	248.59
Account <b>52210 - Institutional Supplies</b> Totals										Invoice Transactions 9
										<u>\$2,037.36</u>
Account <b>52340 - Other Repairs and Maintenance</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	191C-1XD3-KXGD	01-Sink Plug	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	8.88
313 - Fastenal Company	INBLM237485	01-Trash Liners	Paid by EFT # 63701		01/21/2025	01/21/2025	01/31/2025		01/31/2025	358.26
Account <b>52340 - Other Repairs and Maintenance</b> Totals										Invoice Transactions 2
										<u>\$367.14</u>
Account <b>52430 - Uniforms and Tools</b>										
4832 - Animal Care Equipment & Services, LLC	131025	01-Squeeze Cage	Paid by EFT # 63635		01/21/2025	01/21/2025	01/31/2025		01/31/2025	371.37
Account <b>52430 - Uniforms and Tools</b> Totals										Invoice Transactions 1
										<u>\$371.37</u>
Account <b>53130 - Medical</b>										
6529 - BloomingPaws, LLC	729877	01-Xrays-Rudy	Paid by EFT # 63651		01/21/2025	01/21/2025	01/31/2025		01/31/2025	384.00
175 - Monroe County Humane Association, INC	49895	01-spay/neuter surgeries-1/7/25	Paid by EFT # 63762		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,336.00
Account <b>53130 - Medical</b> Totals										Invoice Transactions 2
										<u>\$1,720.00</u>



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<b>Fund 1101 - General</b>										
Department <b>01 - Animal Shelter</b>										
Program <b>010000 - Main</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	19-01.17.25-FAC	19-Facilities electric billing -11/26/24-01/02/25	Paid by Check # 79620		01/22/2025	01/22/2025	01/22/2025		01/22/2025	1,543.88
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$1,543.88
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	13241218-0010925	01-ACC-gas bill 12/05/24-01/03/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	583.74
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 1	\$583.74
Program <b>010000 - Main</b> Totals									Invoice Transactions 17	\$6,663.49
Department <b>01 - Animal Shelter</b> Totals									Invoice Transactions 17	\$6,663.49
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>46060 - Other Violations</b>										
Justin Salamanca	SALAMANCA-011425	26-Customer paid, citation was voided	Paid by Check # 79662		01/21/2025	01/21/2025	01/31/2025		01/31/2025	30.00
Account <b>46060 - Other Violations</b> Totals									Invoice Transactions 1	\$30.00
Program <b>020000 - Main</b> Totals									Invoice Transactions 1	\$30.00
Department <b>02 - Public Works</b> Totals									Invoice Transactions 1	\$30.00
Department <b>03 - City Clerk</b>										
Program <b>030000 - Main</b>										
Account <b>53310 - Printing</b>										
6309 - CivicPlus, LLC	323132	03-Bloomington Mun Code online and print 2025 subscription	Paid by EFT # 63674		01/21/2025	01/21/2025	01/31/2025		01/31/2025	7,953.75
Account <b>53310 - Printing</b> Totals									Invoice Transactions 1	\$7,953.75
Program <b>030000 - Main</b> Totals									Invoice Transactions 1	\$7,953.75
Department <b>03 - City Clerk</b> Totals									Invoice Transactions 1	\$7,953.75
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53910 - Dues and Subscriptions</b>										
8292 - Bloomington Rotary Club	4641946	04-3rd Qtr-Club/RI/District Dues-Magazine/Quarterly Guest meals	Paid by EFT # 63657		01/21/2025	01/21/2025	01/31/2025		01/31/2025	92.29
8845 - ClimateNav, INC	Bloomington-004	04- Full Annual Subscription Fee for FY25 per Dashboard Contract	Paid by EFT # 63676		01/21/2025	01/21/2025	01/31/2025		01/31/2025	60,000.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>1101 - General</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	MC20790011	04-JAN2025 - MailChimp Monthly Subscription	Paid by Check # 79629		01/22/2025	01/22/2025	01/22/2025		01/22/2025	45.00
Account <b>53910 - Dues and Subscriptions</b> Totals Invoice Transactions 3										<u>\$60,137.29</u>
Account <b>53960 - Grants</b>										
9594 - Alyson Alde	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63628		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9603 - Janan Alexandra	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63629		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
8559 - John Chance Allen (RTR Tapes)	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63630		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9020 - Allyn J. Boley (Art by Allyn)	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63659		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9626 - Katie Elizabeth Chapman	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63673		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9607 - Hannah Crane	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63680		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9605 - Daniel Cueto	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63683		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
8811 - Gail Fairfield (Gail Fairfield, LLC)	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63700		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9658 - Benjamin Cartha Fowler (Jefferson Street Music LLC)	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63706		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00



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Fund <b>1101 - General</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53960 - Grants</b>										
9034 - Claire Pendreigh Frohman	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63707		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9038 - Leila Renee Grossman	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63711		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
8354 - Bethany Habegger	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63712		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
8211 - Nicholas J Hall	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63713		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9016 - Andreea Hrehorciuc-Caragea (Andreea Alunei)	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63720		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9617 - Hannah Kish	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63743		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9653 - Jesse Kogge	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63746		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9627 - Essence London	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63751		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9614 - Malory Owen (Little Tiger Glassworks LLC)	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63773		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9528 - Gabriel Peoples	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63779		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00



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Fund <b>1101 - General</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53960 - Grants</b>										
8510 - Kyle T Quass	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63789		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9595 - April S Ridge	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63795		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
8302 - Katherine Robertson	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63796		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
8374 - Casey Rogers	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63797		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9604 - Gloria Manzanares Romero	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63798		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
8964 - Daniel Sullivan (Bloomington Poetry Slam INC)	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63813		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9620 - Eve Swanson	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63815		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9625 - Austin White	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63839		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9597 - Leni Mae Wiegand	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63841		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9599 - Matthew Woods	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63845		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
Account <b>53960 - Grants</b> Totals							Invoice Transactions 29		\$29,000.00	



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<b>Fund 1101 - General</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
7532 - Christina Elem	024	04- Consulting Services for public art 12/13/24-12/18/24	Paid by EFT # 63693		01/21/2025	01/21/2025	01/31/2025		01/31/2025	416.00
								Account <b>53990 - Other Services and Charges</b> Totals	Invoice Transactions 1	<u>\$416.00</u>
								Program <b>040000 - Main</b> Totals	Invoice Transactions 33	<u>\$89,553.29</u>
Program <b>04CRED - ESD CRED</b>										
Account <b>53960 - Grants</b>										
9656 - Sydney Bohuk	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63658		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
205 - City Of Bloomington	18-15242	04-Performing Arts, Diamond Level Sponsor	Paid by Check # 79635		01/21/2025	01/21/2025	01/31/2025		01/31/2025	10,000.00
								Account <b>53960 - Grants</b> Totals	Invoice Transactions 2	<u>\$11,000.00</u>
								Program <b>04CRED - ESD CRED</b> Totals	Invoice Transactions 2	<u>\$11,000.00</u>
								Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Invoice Transactions 35	<u>\$100,553.29</u>
Department <b>05 - Common Council</b>										
Program <b>050000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
798 - Winters Associates Promotional Products, INC	115566	05 - Council quarter zips for promotion of business/city - Blue	Paid by EFT # 63844		01/21/2025	01/21/2025	01/31/2025		01/31/2025	10.97
								Account <b>52110 - Office Supplies</b> Totals	Invoice Transactions 1	<u>\$10.97</u>
Account <b>52420 - Other Supplies</b>										
798 - Winters Associates Promotional Products, INC	115566	05 - Council quarter zips for promotion of business/city - Blue	Paid by EFT # 63844		01/21/2025	01/21/2025	01/31/2025		01/31/2025	768.00
								Account <b>52420 - Other Supplies</b> Totals	Invoice Transactions 1	<u>\$768.00</u>
Account <b>53960 - Grants</b>										
1138 - BCT Management, INC	1651	05-Operation & Programming Support Q1 2025	Paid by EFT # 63646		01/21/2025	01/21/2025	01/31/2025		01/31/2025	13,750.00
								Account <b>53960 - Grants</b> Totals	Invoice Transactions 1	<u>\$13,750.00</u>
								Program <b>050000 - Main</b> Totals	Invoice Transactions 3	<u>\$14,528.97</u>
								Department <b>05 - Common Council</b> Totals	Invoice Transactions 3	<u>\$14,528.97</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 1101 - General</b>										
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>53160 - Instruction</b>										
202 - Government Finance Officers Association (GFOA)	3171311	06-GFOA class for Jessica McClellan "Positive Arbitrage"	Paid by Check # 79639		01/21/2025	01/21/2025	01/31/2025		01/31/2025	100.00
Account <b>53160 - Instruction</b> Totals							Invoice Transactions	1		<u>\$100.00</u>
Program <b>060000 - Main</b> Totals							Invoice Transactions	1		<u>\$100.00</u>
Department <b>06 - Controller's Office</b> Totals							Invoice Transactions	1		<u>\$100.00</u>
Department <b>07 - Engineering</b>										
Program <b>070000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16MV-4NL3-NG7W	07-Gaming Mouse Pad 31.5x15.7x0.12	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	18.99
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions	1		<u>\$18.99</u>
Program <b>070000 - Main</b> Totals							Invoice Transactions	1		<u>\$18.99</u>
Department <b>07 - Engineering</b> Totals							Invoice Transactions	1		<u>\$18.99</u>
Department <b>10 - Legal</b>										
Program <b>100000 - Main</b>										
Account <b>53910 - Dues and Subscriptions</b>										
259 - Indiana Association Of Cities & Towns (AIM)	DUES-2025-010125	10-Ind ADA & Title VI coord assoc. dues 2025 Brittingham & Pratt	Paid by EFT # 63725		01/21/2025	01/21/2025	01/31/2025		01/31/2025	50.00
Account <b>53910 - Dues and Subscriptions</b> Totals							Invoice Transactions	1		<u>\$50.00</u>
Program <b>100000 - Main</b> Totals							Invoice Transactions	1		<u>\$50.00</u>
Department <b>10 - Legal</b> Totals							Invoice Transactions	1		<u>\$50.00</u>
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53640 - Hardware and Software Maintenance</b>										
9122 - Governmentjobs.com, INC (NEOGOV)	INV-128505	12-eForms Subscription and Setup 01/01-08/16/25	Paid by EFT # 63710		01/21/2025	01/21/2025	01/31/2025		01/31/2025	15,838.37
Account <b>53640 - Hardware and Software Maintenance</b> Totals							Invoice Transactions	1		<u>\$15,838.37</u>
Account <b>53990 - Other Services and Charges</b>										
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	9193	12-Near-Site Employer Clinic Support - January 2025	Paid by EFT # 63750		01/21/2025	01/21/2025	01/31/2025		01/31/2025	2,600.00
9148 - Office Easel LLC	127802A	12-Custom plastic cards (500), Custom 2x8 bookmarks (500)	Paid by EFT # 63770		01/21/2025	01/21/2025	01/31/2025		01/31/2025	467.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	2		<u>\$3,067.00</u>
Program <b>120000 - Main</b> Totals							Invoice Transactions	3		<u>\$18,905.37</u>
Department <b>12 - Human Resources</b> Totals							Invoice Transactions	3		<u>\$18,905.37</u>





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Fund <b>1101 - General</b>										
Department <b>13 - Planning</b>										
Program <b>130000 - Main</b>										
Account <b>52410 - Books</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YV9-6J3V-P4CL	13- Engineering of Roads Book for Director of P&T	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	34.20
Account <b>52410 - Books</b> Totals							Invoice Transactions	1		\$34.20
Program <b>130000 - Main</b> Totals							Invoice Transactions	1		\$34.20
Program <b>132000 - MPO</b>										
Account <b>53990 - Other Services and Charges</b>										
3414 - Burgess & Niple, INC	1177856	13-BMCMPO 2050 Transportation Plan 12/01/24-12/31/24	Paid by EFT # 63665		01/21/2025	01/21/2025	01/31/2025		01/31/2025	4,000.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$4,000.00
Program <b>132000 - MPO</b> Totals							Invoice Transactions	1		\$4,000.00
Program <b>13CRED - PLANNING CRED</b>										
Account <b>54510 - Other Capital Outlays</b>										
19278 - Milestone Contractors, LP	MILEENG24DW TN-3	20-ENG 2024 Downtown Maint. Proj- 11/1-12/11-App 3	Paid by EFT # 63759		01/21/2025	01/21/2025	01/31/2025		01/31/2025	161,576.00
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	1		\$161,576.00
Program <b>13CRED - PLANNING CRED</b> Totals							Invoice Transactions	1		\$161,576.00
Department <b>13 - Planning</b> Totals							Invoice Transactions	3		\$165,610.20
Department <b>19 - Facilities Maintenance</b>										
Program <b>190000 - Main</b>										
Account <b>52310 - Building Materials and Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DTM-G9QT-11PX	19-new vehicle-tools, bateries,safety glasses,leak detector	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	2,514.82
409 - Black Lumber Co. INC	593558	19 - 12' Fiberglass Stepladder	Paid by EFT # 63649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	326.41
8658 - Kleindorfer's Hardware LLC	763921	19 - bolts, clips, shims, tape	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	255.03
Account <b>52310 - Building Materials and Supplies</b> Totals							Invoice Transactions	3		\$3,096.26
Account <b>52430 - Uniforms and Tools</b>										
19171 - Vestis Group, INC (FKA Aramark)	4080163829	19 - pants rental Russel Flake-1/9/25	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	14.20
19171 - Vestis Group, INC (FKA Aramark)	4080162713	19 - pants rental Russel Flake-1/2/25	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	14.20
Account <b>52430 - Uniforms and Tools</b> Totals							Invoice Transactions	2		\$28.40



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<b>Fund 1101 - General</b>										
Department <b>19 - Facilities Maintenance</b>										
Program <b>190000 - Main</b>										
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	19-01.17.25-FAC	19-Facilities electric billing -11/26/24-01/02/25	Paid by Check # 79620		01/22/2025	01/22/2025	01/22/2025		01/22/2025	12,638.75
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	<u>\$12,638.75</u>
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	200249-0011224	19-Temp Mtr-Graffiti Team-water/sewer bill-December 2024	Paid by Check # 79615		01/22/2025	01/22/2025	01/22/2025		01/22/2025	16.16
Account <b>53530 - Water and Sewer</b> Totals									Invoice Transactions 1	<u>\$16.16</u>
Account <b>53610 - Building Repairs</b>										
393 - Kone INC	871563796	19-SA-City Hall elevator maintenance Jan 2025	Paid by EFT # 63747		01/21/2025	01/21/2025	01/31/2025		01/31/2025	387.62
Account <b>53610 - Building Repairs</b> Totals									Invoice Transactions 1	<u>\$387.62</u>
Program <b>190000 - Main</b> Totals									Invoice Transactions 8	<u>\$16,167.19</u>
Department <b>19 - Facilities Maintenance</b> Totals									Invoice Transactions 8	<u>\$16,167.19</u>
Department <b>20 - Street</b>										
Program <b>20CRED - STREET CRED</b>										
Account <b>54510 - Other Capital Outlays</b>										
19278 - Milestone Contractors, LP	MILEENG24DW TN-3	20-ENG 2024 Downtown Maint. Proj-11/1-12/11-App 3	Paid by EFT # 63759		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,050,989.70
Account <b>54510 - Other Capital Outlays</b> Totals									Invoice Transactions 1	<u>\$1,050,989.70</u>
Program <b>20CRED - STREET CRED</b> Totals									Invoice Transactions 1	<u>\$1,050,989.70</u>
Department <b>20 - Street</b> Totals									Invoice Transactions 1	<u>\$1,050,989.70</u>
Department <b>26 - Parking</b>										
Program <b>26CRED - PARKING CRED</b>										
Account <b>54510 - Other Capital Outlays</b>										
6378 - ANN-KRISS, LLC	760-11325	26-painting for the 4th St Garage skywalk (CRED)	Paid by EFT # 63636		01/21/2025	01/21/2025	01/31/2025		01/31/2025	2,746.20
4141 - Tennant Sales & Service Company	920990796	26-sweeper scrubber machine for parking decks for all garages	Paid by EFT # 63819		01/21/2025	01/21/2025	01/31/2025		01/31/2025	75,574.28
Account <b>54510 - Other Capital Outlays</b> Totals									Invoice Transactions 2	<u>\$78,320.48</u>
Program <b>26CRED - PARKING CRED</b> Totals									Invoice Transactions 2	<u>\$78,320.48</u>
Department <b>26 - Parking</b> Totals									Invoice Transactions 2	<u>\$78,320.48</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 1101 - General</b>										
Department <b>28 - ITS</b>										
Program <b>280000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17K9-1V9W- NXM3	28-Apple Magic Trackpad for G. Overtoom	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	129.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MJ1-RQMK- 6RJN	28-HDMI Cables for ITS Stock (20)	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	179.10
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NV6-G931- YWD4	28-ITS Network Hardware	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	100.94
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 3	<u>\$409.04</u>
Account <b>53210 - Telephone</b>										
8545 - Zoom Video Communications INC.	INV285876852	28-UC Implementation Services 1st 30% payment	Paid by EFT # 63850		01/21/2025	01/21/2025	01/31/2025		01/31/2025	15,054.00
1079 - AT&T	849494015- 010925	28-CH/off site fac-long distance chgs 01/09/2025-BAN #849494015	Paid by Check # 79612		01/22/2025	01/22/2025	01/22/2025		01/22/2025	64.45
Account <b>53210 - Telephone</b> Totals									Invoice Transactions 2	<u>\$15,118.45</u>
Account <b>53640 - Hardware and Software Maintenance</b>										
4408 - Environmental Systems Research Institute,INC ESRI	94881659	28-(10) ArcGIS Online Credits 01-07-25- 01/06/27	Paid by EFT # 63696		01/21/2025	01/21/2025	01/31/2025		01/31/2025	120.00
2895 - Rapid Reproductions, INC	119794	28-Annual ITS & Plan/Trans Plotter Maintenance 2025	Paid by EFT # 63790		01/21/2025	01/21/2025	01/31/2025		01/31/2025	995.00
2895 - Rapid Reproductions, INC	119795	28-2025 Annual ITS Plotter Maint-Pro Rated 9/1/24-12/31/25	Paid by EFT # 63790		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,600.00
Account <b>53640 - Hardware and Software Maintenance</b> Totals									Invoice Transactions 3	<u>\$2,715.00</u>
Account <b>53910 - Dues and Subscriptions</b>										
8441 - Promveo Holdings, INC (Promveo, LLC)	253788	28-Google Workspace 12/01/24-12/31/24	Paid by EFT # 63786		01/21/2025	01/21/2025	01/31/2025		01/31/2025	145.78
8441 - Promveo Holdings, INC (Promveo, LLC)	253938	28-Google Voice 12/01/24-12/31/24	Paid by EFT # 63786		01/21/2025	01/21/2025	01/31/2025		01/31/2025	72.53
3560 - First Financial Bank / Credit Cards	CC72C925-0051	28-Submittable- Application Submission Software-12/27/24- 1/27/25	Paid by Check # 79629		01/22/2025	01/22/2025	01/22/2025		01/22/2025	119.00
3560 - First Financial Bank / Credit Cards	P175uVL8	28-Google - Website & Application APIs & Domain 12/1/24- 12/31/24	Paid by Check # 79629		01/22/2025	01/22/2025	01/22/2025		01/22/2025	56.76



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<b>Fund 1101 - General</b>										
Department <b>28 - ITS</b>										
Program <b>280000 - Main</b>										
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	INV285692996	28-Zoom-Annual and Monthly Subscription Fees 12/20/24-01/19/25	Paid by Check # 79629		01/22/2025	01/22/2025	01/22/2025		01/22/2025	430.00
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 5	\$824.07
Account <b>53980 - Community Access TV/Radio</b>										
64 - Monroe County Public Library	MCPL-01.15.2024	28-CATS Public Mtg Rec, Broadcasting, Stream-Jan-March 2025	Paid by EFT # 63764		01/21/2025	01/21/2025	01/31/2025		01/31/2025	117,404.75
Account <b>53980 - Community Access TV/Radio</b> Totals									Invoice Transactions 1	\$117,404.75
Program <b>280000 - Main</b> Totals									Invoice Transactions 14	\$136,471.31
Department <b>28 - ITS</b> Totals									Invoice Transactions 14	\$136,471.31
Fund <b>1101 - General</b> Totals									Invoice Transactions 91	\$1,596,362.74
<b>Fund 2201 - Motor Vehicle Highway</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>52210 - Institutional Supplies</b>										
313 - Fastenal Company	INBLM237521	20-Safety & Supplies-gloves	Paid by EFT # 63701		01/21/2025	01/21/2025	01/31/2025		01/31/2025	111.93
Account <b>52210 - Institutional Supplies</b> Totals									Invoice Transactions 1	\$111.93
Account <b>52420 - Other Supplies</b>										
409 - Black Lumber Co. INC	592746	20-Extension cord for snow truck #445	Paid by EFT # 63649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	9.99
409 - Black Lumber Co. INC	593271	20-Garden hose, pistol nozzle for brine tank	Paid by EFT # 63649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	26.98
409 - Black Lumber Co. INC	593344	20-Duct tape and straw spray for Street Cut Crew	Paid by EFT # 63649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	19.48
4574 - John Deere Financial f.s.b. (Rural King)	262125	20-Tow straps & Tie down Ratchel for Supervisors & Unit #443	Paid by Check # 79642		01/21/2025	01/21/2025	01/31/2025		01/31/2025	181.86
4574 - John Deere Financial f.s.b. (Rural King)	319947	20-Spark plug & 3 piece locking set for generator	Paid by Check # 79642		01/21/2025	01/21/2025	01/31/2025		01/31/2025	23.48
8658 - Kleindorfer's Hardware LLC	796408	20-Unit #453-detailer	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	9.59
8658 - Kleindorfer's Hardware LLC	796978	20-(3) gloves for Brine Tank	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	21.87



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<b>Fund 2201 - Motor Vehicle Highway</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
8658 - Kleindorfer's Hardware LLC	797011	20-Supplies for sidewalk crews-glue, PVC, primer	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	27.76
8658 - Kleindorfer's Hardware LLC	800550	20-Mountian tape & goo gone for signs crew	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	14.18
786 - Richard's Small Engine, INC	566527	20-Electric 56V Battery Blowers (Street Cut/Sidewalk Crews)	Paid by EFT # 63793		01/21/2025	01/21/2025	01/31/2025		01/31/2025	319.98
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	10	\$655.17
Account <b>53150 - Communications Contract</b>										
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	510446	20-Monthly Radio Service for Street Vehicles-January 2025	Paid by EFT # 63694		01/21/2025	01/21/2025	01/31/2025		01/31/2025	2,321.25
Account <b>53150 - Communications Contract</b> Totals								Invoice Transactions	1	\$2,321.25
Account <b>53210 - Telephone</b>										
1079 - AT&T	849494015-010925	28-CH/off site fac-long distance chgs 01/09/2025-BAN #849494015	Paid by Check # 79612		01/22/2025	01/22/2025	01/22/2025		01/22/2025	9.16
Account <b>53210 - Telephone</b> Totals								Invoice Transactions	1	\$9.16
Account <b>53250 - Pagers</b>										
332 - Indiana Paging Network, INC	15836899	20- Paging Service for Snow Control Crews February 2025	Paid by EFT # 63728		01/21/2025	01/21/2025	01/31/2025		01/31/2025	158.95
Account <b>53250 - Pagers</b> Totals								Invoice Transactions	1	\$158.95
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	19-01.17.25-FAC	19-Facilities electric billing -11/26/24-01/02/25	Paid by Check # 79620		01/22/2025	01/22/2025	01/22/2025		01/22/2025	769.30
Account <b>53510 - Electrical Services</b> Totals								Invoice Transactions	1	\$769.30
Account <b>53530 - Water and Sewer</b>										
208 - City Of Bloomington Utilities	200669-0081124	20-Street Dept-fire hydrant-water/sewer bill-November 2024	Paid by Check # 79615		01/22/2025	01/22/2025	01/22/2025		01/22/2025	47.22
Account <b>53530 - Water and Sewer</b> Totals								Invoice Transactions	1	\$47.22
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879646-3011325	20-Street Dept Bldg-gas bill 12/07/24-01/07/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	287.15



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Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 2201 - Motor Vehicle Highway</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12879634-9011325	20-Traffic Bldg-gas bill 12/07/24-01/07/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	167.72
Account <b>53540 - Natural Gas</b> Totals Invoice Transactions 2										<u>\$454.87</u>
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Vestis Group, INC (FKA Aramark)	4080162690	20-uniform rental (minus payroll ded)-1/1/25	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	9.01
19171 - Vestis Group, INC (FKA Aramark)	4080162691	20-mat/towel service-1/1/25	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	36.53
19171 - Vestis Group, INC (FKA Aramark)	4080163690	20-uniform rental (minus payroll ded)-1/8/25	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	9.01
19171 - Vestis Group, INC (FKA Aramark)	4080163691	20-mat/towel service-1/8/25	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	42.50
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals Invoice Transactions 4										<u>\$97.05</u>
Account <b>53990 - Other Services and Charges</b>										
902 - Indiana Underground Plant Protection Service, INC	INV-10265	20-Ticket Fees for Line Locates December 2024	Paid by EFT # 63730		01/21/2025	01/21/2025	01/31/2025		01/31/2025	706.80
7654 - Pretium Bloomington Suites, LLC (Springhill Suites)	205W700007678	20-Hotel Rooms for Snow Crews 1/6/2025 (2)	Paid by Check # 79650		01/21/2025	01/21/2025	01/31/2025		01/31/2025	198.00
7654 - Pretium Bloomington Suites, LLC (Springhill Suites)	205W700007679	20-Hotel Rooms for Snow Crews-Fleet-1/7/2025 (3)	Paid by Check # 79650		01/21/2025	01/21/2025	01/31/2025		01/31/2025	297.00
Account <b>53990 - Other Services and Charges</b> Totals Invoice Transactions 3										<u>\$1,201.80</u>
Program <b>200000 - Main</b> Totals Invoice Transactions 25										<u>\$5,826.70</u>
Department <b>20 - Street</b> Totals Invoice Transactions 25										<u>\$5,826.70</u>
Fund <b>2201 - Motor Vehicle Highway</b> Totals Invoice Transactions 25										<u>\$5,826.70</u>
<b>Fund 2202 - Local Road and Street</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>53520 - Street Lights / Traffic Signals</b>										
223 - Duke Energy	02-SL01.15.25-01	02-Street Light (Misc Lights)-11/15/24-01/02/25	Paid by Check # 79622		01/22/2025	01/22/2025	01/22/2025		01/22/2025	1,735.09
223 - Duke Energy	02-SL01.15.25-02	02-Street Light (Misc Lights)-11/22/24-01/02/25	Paid by Check # 79623		01/22/2025	01/22/2025	01/22/2025		01/22/2025	20,337.12



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<b>Fund 2202 - Local Road and Street</b>										
Department <b>20 - Street</b>										
Program <b>200000 - Main</b>										
Account <b>53520 - Street Lights / Traffic Signals</b>										
223 - Duke Energy	02-SL01.15.25-03	02-Street Light (Misc Lights)-11/27/24-01/02/25	Paid by Check # 79624		01/22/2025	01/22/2025	01/22/2025		01/22/2025	6,327.49
223 - Duke Energy	02-SL01.15.25-04	02-Street Light (Misc Lights)-11/26/24-12/27/24	Paid by Check # 79625		01/22/2025	01/22/2025	01/22/2025		01/22/2025	3,704.22
223 - Duke Energy	02-SL01.15.25-05	02-Street Light (Misc Lights)-11/26/24-12/27/24	Paid by Check # 79626		01/22/2025	01/22/2025	01/22/2025		01/22/2025	908.64
223 - Duke Energy	02-SL01.15.25-06	02-Street Light (Misc Lights)-11/26/24-12/27/24	Paid by Check # 79627		01/22/2025	01/22/2025	01/22/2025		01/22/2025	1,121.70
223 - Duke Energy	02-SL01.15.25-07	02-Street Light (Misc Lights)-11/21/24-01/06/25	Paid by Check # 79628		01/22/2025	01/22/2025	01/22/2025		01/22/2025	1,415.96
223 - Duke Energy	02-TS01.15.25-01	02-Traffic Signals-11/22/24-01/03/25	Edit		01/29/2025	01/29/2025	01/29/2025			1,300.03
223 - Duke Energy	02-TS01.21.25-02	02-Traffic Signals-11/27/24-01/03/25	Edit		01/29/2025	01/29/2025	01/29/2025			1,175.90
223 - Duke Energy	02-TS01.21.25-03	02-Traffic Signals-11/27/24-01/03/25	Edit		01/29/2025	01/29/2025	01/29/2025			950.97
Account <b>53520 - Street Lights / Traffic Signals</b> Totals									Invoice Transactions 10	\$38,977.12
Account <b>53990 - Other Services and Charges</b>										
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	M4009522	20-Repairs to TruckCat #469	Paid by EFT # 63662		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,717.86
4474 - Ken's Westside Service & Towing, LLC	25-0106-99314	20-Winching Snow Truck-Snow Control - Unit #444-1/6/25	Paid by EFT # 63741		01/21/2025	01/21/2025	01/31/2025		01/31/2025	325.00
4474 - Ken's Westside Service & Towing, LLC	25-0106-99332	20-Winching Snow Trucks-Snow Control-Hardin-1/6/2025	Paid by EFT # 63741		01/21/2025	01/21/2025	01/31/2025		01/31/2025	325.00
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 3	\$2,367.86
Program <b>200000 - Main</b> Totals									Invoice Transactions 13	\$41,344.98
Department <b>20 - Street</b> Totals									Invoice Transactions 13	\$41,344.98
Fund <b>2202 - Local Road and Street</b> Totals									Invoice Transactions 13	\$41,344.98





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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>2207 - Parking Meter</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11NY-JLPM-TTY	26-hand sanitizers for office and parking officer staff	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	101.65
651 - Engraving & Stamp Center, INC	48677	26-signature stamps for Michelle Wahl and Jess Goodman	Paid by EFT # 63695		01/21/2025	01/21/2025	01/31/2025		01/31/2025	67.00
6530 - Office Depot, INC	402881163001	26-desk calendar-pens-correction tape-large envelopes	Paid by EFT # 63769		01/21/2025	01/21/2025	01/31/2025		01/31/2025	42.26
Account <b>52110 - Office Supplies</b> Totals							Invoice Transactions 3			\$210.91
Account <b>52340 - Other Repairs and Maintenance</b>										
4264 - IPS Group, INC	INV106092	26-battery for kiosk	Paid by EFT # 63735		01/21/2025	01/21/2025	01/31/2025		01/31/2025	15.00
Account <b>52340 - Other Repairs and Maintenance</b> Totals							Invoice Transactions 1			\$15.00
Account <b>52420 - Other Supplies</b>										
8658 - Kleindorfer's Hardware LLC	796955	26-Sand bag	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	8.50
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions 1			\$8.50
Account <b>53210 - Telephone</b>										
1079 - AT&T	849494015-010925	28-CH/off site fac-long distance chgs 01/09/2025-BAN #849494015	Paid by Check # 79612		01/22/2025	01/22/2025	01/22/2025		01/22/2025	2.53
Account <b>53210 - Telephone</b> Totals							Invoice Transactions 1			\$2.53
Account <b>53240 - Freight / Other</b>										
4264 - IPS Group, INC	INV106092	26-battery for kiosk	Paid by EFT # 63735		01/21/2025	01/21/2025	01/31/2025		01/31/2025	59.24
Account <b>53240 - Freight / Other</b> Totals							Invoice Transactions 1			\$59.24
Account <b>53990 - Other Services and Charges</b>										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-241922	26-Parking Services Office cleaning 01/01/25	Paid by EFT # 63808		01/21/2025	01/21/2025	01/31/2025		01/31/2025	309.60
19278 - Milestone Contractors, LP	MILEENG24DW TN-3	20-ENG 2024 Downtown Maint. Proj- 11/1-12/11-App 3	Paid by EFT # 63759		01/21/2025	01/21/2025	01/31/2025		01/31/2025	31,459.25
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 2			\$31,768.85
Program <b>260000 - Main</b> Totals							Invoice Transactions 9			\$32,065.03
Department <b>26 - Parking</b> Totals							Invoice Transactions 9			\$32,065.03
Fund <b>2207 - Parking Meter</b> Totals							Invoice Transactions 9			\$32,065.03





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Fund <b>2209 - LIT – Economic Development</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53960 - Grants</b>										
6631 - Tony Brewer	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63661		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9598 - Sara Colvard	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63677		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9045 - Heritage Fund-The Comm. Foundation of Bartholomew	2025-PRJCT46	04-Project 46 Annual Contribution-2025-Final	Paid by EFT # 63716		01/21/2025	01/21/2025	01/31/2025		01/31/2025	40,000.00
9083 - Makobi, Sylvester Matete	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63752		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9616 - Rodney Margison	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63753		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9019 - Thomas Pieciak	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63780		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9624 - Nicholas M Romy	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63799		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9240 - Zachary Taylor	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63818		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9618 - Robert Perry Vance	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63830		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00
9606 - Steven M Warnock	BACGRANT-12.2024	04-2024 Bloomington Arts Commission Artistic Advancement Grant	Paid by EFT # 63835		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,000.00



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<b>Fund 2209 - LIT – Economic Development</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>040000 - Main</b>										
Account <b>53960 - Grants</b>										
409 - Black Lumber Co. INC	593292	20-Electric 40V 14" Power Cutter, blade & water tank	Paid by EFT # 63649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	3,080.00
Account <b>53960 - Grants</b> Totals							Invoice Transactions	11		\$52,080.00
Program <b>040000 - Main</b> Totals							Invoice Transactions	11		\$52,080.00
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals							Invoice Transactions	11		\$52,080.00
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
9044 - Emily Buuck	906657790 Fall24	12-E Buuck Education Reimbursement-Fall 2024	Paid by EFT # 63667		01/21/2025	01/21/2025	01/31/2025		01/31/2025	2,500.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$2,500.00
Program <b>120000 - Main</b> Totals							Invoice Transactions	1		\$2,500.00
Department <b>12 - Human Resources</b> Totals							Invoice Transactions	1		\$2,500.00
Department <b>19 - Facilities Maintenance</b>										
Program <b>190000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
421 - Centerstone Of Indiana, INC	BPWV1224	19-Brighten B-Town-DPW Partnership-Van Lease-Dec 2024	Paid by EFT # 63672		01/21/2025	01/21/2025	01/31/2025		01/31/2025	649.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$649.00
Program <b>190000 - Main</b> Totals							Invoice Transactions	1		\$649.00
Department <b>19 - Facilities Maintenance</b> Totals							Invoice Transactions	1		\$649.00
Fund <b>2209 - LIT – Economic Development</b> Totals							Invoice Transactions	13		\$55,229.00
<b>Fund 2402 - ARP COVID Local Fiscal Recovery</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b>										
Account <b>53960 - Grants</b>										
9380 - Back Door Bloomington LLC (The Back Door)	SBGRANT-12.2024	04- Creative Community + Arts Venue Grant	Paid by EFT # 63643		01/21/2025	01/21/2025	01/31/2025		01/31/2025	25,000.00
7256 - Bellwether Properties, LLC	000004	04-300 West Hillside Dr-lease-Rent/CAM/TI-Jan-June 2025	Paid by EFT # 63648		01/21/2025	01/21/2025	01/31/2025		01/31/2025	52,590.00
9649 - Blockhouse Bar LLC	SBGRANT-12.2024	04-Creative Community + Arts Venue Grant	Paid by EFT # 63650		01/21/2025	01/21/2025	01/31/2025		01/31/2025	25,000.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>2402 - ARP COVID Local Fiscal Recovery</b>										
Department <b>04 - Economic &amp; Sustainable Dev</b>										
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b>										
Account <b>53960 - Grants</b>										
9419 - The Town LLC (Orbit Room)	SBGRANT-12.2024	04-Creative Community + Arts Venue Grant	Paid by EFT # 63823		01/21/2025	01/21/2025	01/31/2025		01/31/2025	25,000.00
Account <b>53960 - Grants</b> Totals							Invoice Transactions	4		\$127,590.00
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals							Invoice Transactions	4		\$127,590.00
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals							Invoice Transactions	4		\$127,590.00
Fund <b>2402 - ARP COVID Local Fiscal Recovery</b> Totals							Invoice Transactions	4		\$127,590.00
Fund <b>2506 - Community Services</b>										
Department <b>09 - CFRD</b>										
Program <b>090002 - Com Serv - MLK Comm</b>										
Account <b>52420 - Other Supplies</b>										
651 - Engraving & Stamp Center, INC	48613	09-MLK Jr. Legacy Award 2025-Recipient Name Plate Engraving	Paid by EFT # 63695		01/21/2025	01/21/2025	01/31/2025		01/31/2025	12.40
11693 - The Award Center, INC	62785	09-Dr. MLK Jr. Legacy Award 2025-Plaque for Award Recipient	Paid by EFT # 63820		01/21/2025	01/21/2025	01/31/2025		01/31/2025	55.00
Account <b>52420 - Other Supplies</b> Totals							Invoice Transactions	2		\$67.40
Program <b>090002 - Com Serv - MLK Comm</b> Totals							Invoice Transactions	2		\$67.40
Department <b>09 - CFRD</b> Totals							Invoice Transactions	2		\$67.40
Fund <b>2506 - Community Services</b> Totals							Invoice Transactions	2		\$67.40
Fund <b>2512 - Non-Reverting Telecom (S1146)</b>										
Department <b>25 - Telecommunications</b>										
Program <b>254000 - Infrastructure</b>										
Account <b>53640 - Hardware and Software Maintenance</b>										
902 - Indiana Underground Plant Protection Service, INC	INV-10267	28-BDU 811 Line Location Service December 2024	Paid by EFT # 63730		01/21/2025	01/21/2025	01/31/2025		01/31/2025	304.00
Account <b>53640 - Hardware and Software Maintenance</b> Totals							Invoice Transactions	1		\$304.00
Account <b>53750 - Rentals - Other</b>										
203 - INDIANA UNIVERSITY	95251523	25 - IU Data Cent July 2024	Paid by Check # 79640		01/21/2025	01/21/2025	01/31/2025		01/31/2025	820.00
Account <b>53750 - Rentals - Other</b> Totals							Invoice Transactions	1		\$820.00
Program <b>254000 - Infrastructure</b> Totals							Invoice Transactions	2		\$1,124.00



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Fund <b>2512 - Non-Reverting Telecom (S1146)</b>										
Department <b>25 - Telecommunications</b>										
Program <b>256000 - Services</b>										
Account <b>53150 - Communications Contract</b>										
4170 - Comcast Cable Communications, INC	1190626704011825	25 - Comcast Internet - 401 N Morton February 2025	Paid by Check # 79616		01/22/2025	01/22/2025	01/22/2025		01/22/2025	222.90
4170 - Comcast Cable Communications, INC	1190988955011325	25 - Internet - 627 N Morton - 01/17/25-02/16/25	Paid by Check # 79618		01/22/2025	01/22/2025	01/22/2025		01/22/2025	278.40
Account <b>53150 - Communications Contract</b> Totals							Invoice Transactions 2			\$501.30
Program <b>256000 - Services</b> Totals							Invoice Transactions 2			\$501.30
Department <b>25 - Telecommunications</b> Totals							Invoice Transactions 4			\$1,625.30
Fund <b>2512 - Non-Reverting Telecom (S1146)</b> Totals							Invoice Transactions 4			\$1,625.30
Fund <b>2520 - Parking Facilities(S9502)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>43160 - Lot/Garage Leases - Annual</b>										
Miranda Olenick	OLENICK-011525	26-Customer over paid due to an issue with new software	Paid by Check # 79661		01/21/2025	01/21/2025	01/31/2025		01/31/2025	128.00
Pablo Soto	SOTO-011525	26-Customer overpaid due to an issue with the software	Paid by Check # 79663		01/21/2025	01/21/2025	01/31/2025		01/31/2025	910.00
Account <b>43160 - Lot/Garage Leases - Annual</b> Totals							Invoice Transactions 2			\$1,038.00
Account <b>52310 - Building Materials and Supplies</b>										
293 - J&S Locksmith Shop, INC	262771	26-Motomix gas oil mix for leaf backpack blower	Paid by EFT # 63738		01/21/2025	01/21/2025	01/31/2025		01/31/2025	34.99
Account <b>52310 - Building Materials and Supplies</b> Totals							Invoice Transactions 1			\$34.99
Account <b>53210 - Telephone</b>										
1079 - AT&T	849494015-010925	28-CH/off site fac-long distance chgs 01/09/2025-BAN #849494015	Paid by Check # 79612		01/22/2025	01/22/2025	01/22/2025		01/22/2025	3.07
Account <b>53210 - Telephone</b> Totals							Invoice Transactions 1			\$3.07
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	9101229243210125	26-320 S. College Ave - 12/03/24-01/02/25	Paid by Check # 79619		01/22/2025	01/22/2025	01/22/2025		01/22/2025	330.10
Account <b>53510 - Electrical Services</b> Totals							Invoice Transactions 1			\$330.10
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888919-3010825	26-Trades Garage-489 W. 10th-gas bill 12/03/24-01/03/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	49.57



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 2520 - Parking Facilities(S9502)</b>										
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888965-6010825	26-4th St Garage-105 W. 4th St-gas bill 12/03/24-01/03/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	49.57
Account <b>53540 - Natural Gas</b> Totals										Invoice Transactions 2
										\$99.14
Account <b>53610 - Building Repairs</b>										
6378 - ANN-KRISS, LLC	72160-1525-1	26-repair ceiling and tiles on skywalk at 4th St garage	Paid by EFT # 63636		01/21/2025	01/21/2025	01/31/2025		01/31/2025	600.00
393 - Kone INC	871563795	26-Walnut St Garage elevator maintenance period 01/01-01/31/25	Paid by EFT # 63747		01/21/2025	01/21/2025	01/31/2025		01/31/2025	242.06
393 - Kone INC	871563799	26-Morton St Garage elevator maintenance period 01/01-01/31/25	Paid by EFT # 63747		01/21/2025	01/21/2025	01/31/2025		01/31/2025	531.64
393 - Kone INC	871563800	26-Trades District Garage elevator maint period 01/01-01/31/25	Paid by EFT # 63747		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,063.28
393 - Kone INC	871563801	26-Fourth St Garage elevator maint period 01/01-01/31/25	Paid by EFT # 63747		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,063.28
Account <b>53610 - Building Repairs</b> Totals										Invoice Transactions 5
										\$3,500.26
Account <b>53990 - Other Services and Charges</b>										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-241922	26-Parking Services Office cleaning 01/01/25	Paid by EFT # 63808		01/21/2025	01/21/2025	01/31/2025		01/31/2025	100.00
Account <b>53990 - Other Services and Charges</b> Totals										Invoice Transactions 1
										\$100.00
Program <b>260000 - Main</b> Totals										Invoice Transactions 13
										\$5,105.56
Department <b>26 - Parking</b> Totals										Invoice Transactions 13
										\$5,105.56
Fund <b>2520 - Parking Facilities(S9502)</b> Totals										Invoice Transactions 13
										\$5,105.56
<b>Fund 2521 - Alternative Transport(S6301)</b>										
Department <b>07 - Engineering</b>										
Program <b>070000 - Main</b>										
Account <b>53110 - Engineering and Architectural</b>										
5999 - The Etica Group, INC	0230124.00-11	07-Downtown Curb Ramps Ph IV 12/01/24-12/31/24	Paid by EFT # 63821		01/21/2025	01/21/2025	01/31/2025		01/31/2025	5,541.96
Account <b>53110 - Engineering and Architectural</b> Totals										Invoice Transactions 1
										\$5,541.96



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Fund <b>2521 - Alternative Transport(S6301)</b>										
Department <b>07 - Engineering</b>										
Program <b>070000 - Main</b>										
Account <b>54310 - Improvements Other Than Building</b>										
5999 - The Etica Group, INC	0230240.00-43	07-Neighborhood Greenway (PE) 12/01/24-12/31/24	Paid by EFT # 63821		01/21/2025	01/21/2025	01/31/2025		01/31/2025	19,435.00
Account <b>54310 - Improvements Other Than Building</b> Totals							Invoice Transactions 1			\$19,435.00
Program <b>070000 - Main</b> Totals							Invoice Transactions 2			\$24,976.96
Department <b>07 - Engineering</b> Totals							Invoice Transactions 2			\$24,976.96
Department <b>26 - Parking</b>										
Program <b>260000 - Main</b>										
Account <b>52110 - Office Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11NY-JLPM-TTY	26-hand sanitizers for office and parking officer staff	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	20.32
Account <b>52110 - Office Supplies</b> Totals							Invoice Transactions 1			\$20.32
Account <b>53210 - Telephone</b>										
1079 - AT&T	849494015-010925	28-CH/off site fac-long distance chgs 01/09/2025-BAN #849494015	Paid by Check # 79612		01/22/2025	01/22/2025	01/22/2025		01/22/2025	3.54
Account <b>53210 - Telephone</b> Totals							Invoice Transactions 1			\$3.54
Account <b>53990 - Other Services and Charges</b>										
6688 - SSW Enterprises, LLC (Office Pride)	Inv-241922	26-Parking Services Office cleaning 01/01/25	Paid by EFT # 63808		01/21/2025	01/21/2025	01/31/2025		01/31/2025	77.40
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 1			\$77.40
Program <b>260000 - Main</b> Totals							Invoice Transactions 3			\$101.26
Department <b>26 - Parking</b> Totals							Invoice Transactions 3			\$101.26
Fund <b>2521 - Alternative Transport(S6301)</b> Totals							Invoice Transactions 5			\$25,078.22



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Fund <b>3342 - 2019 4th St Garage (S )</b>										
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>53810 - Principal</b>										
4740 - Bank Of New York	BLOOMTIR19A1-225	06-Bloomington RD TIRB 2019A-1-4th St Garage-2/2025	Paid by EFT # 63621		01/24/2025	01/24/2025	01/24/2025		01/24/2025	325,000.00
Account <b>53810 - Principal</b> Totals							Invoice Transactions		1	<u>\$325,000.00</u>
Account <b>53820 - Interest</b>										
4740 - Bank Of New York	BLOOMTIR19A1-225	06-Bloomington RD TIRB 2019A-1-4th St Garage-2/2025	Paid by EFT # 63621		01/24/2025	01/24/2025	01/24/2025		01/24/2025	319,312.50
Account <b>53820 - Interest</b> Totals							Invoice Transactions		1	<u>\$319,312.50</u>
Program <b>060000 - Main</b> Totals							Invoice Transactions		2	<u>\$644,312.50</u>
Department <b>06 - Controller's Office</b> Totals							Invoice Transactions		2	<u>\$644,312.50</u>
Fund <b>3342 - 2019 4th St Garage (S )</b> Totals							Invoice Transactions		2	<u>\$644,312.50</u>
Fund <b>3344 - 2019 Trades Garage (S )</b>										
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>53810 - Principal</b>										
4740 - Bank Of New York	BLOOMTIRB19B-225	06-Bloomington RD TIRB 2019B-Trades Garage-2/2025	Paid by EFT # 63621		01/24/2025	01/24/2025	01/24/2025		01/24/2025	270,000.00
Account <b>53810 - Principal</b> Totals							Invoice Transactions		1	<u>\$270,000.00</u>
Account <b>53820 - Interest</b>										
4740 - Bank Of New York	BLOOMTIRB19B-225	06-Bloomington RD TIRB 2019B-Trades Garage-2/2025	Paid by EFT # 63621		01/24/2025	01/24/2025	01/24/2025		01/24/2025	268,062.50
Account <b>53820 - Interest</b> Totals							Invoice Transactions		1	<u>\$268,062.50</u>
Program <b>060000 - Main</b> Totals							Invoice Transactions		2	<u>\$538,062.50</u>
Department <b>06 - Controller's Office</b> Totals							Invoice Transactions		2	<u>\$538,062.50</u>
Fund <b>3344 - 2019 Trades Garage (S )</b> Totals							Invoice Transactions		2	<u>\$538,062.50</u>
Fund <b>4402 - Cumulative Capital Development</b>										
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
50944 - Cargill Deicing Techno	2910447488	20-De-icing Salt (Clear Lane)-290.34 tons-1/8/25	Paid by EFT # 63669		01/21/2025	01/21/2025	01/31/2025		01/31/2025	27,802.96
50944 - Cargill Deicing Techno	2910457986	20-De-icing Salt (Clear Lane)- 126.93 tons-1/9/25	Paid by EFT # 63669		01/21/2025	01/21/2025	01/31/2025		01/31/2025	12,154.82





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<b>Fund 4402 - Cumulative Capital Development</b>										
Department <b>02 - Public Works</b>										
Program <b>020000 - Main</b>										
Account <b>52330 - Street , Alley, and Sewer Material</b>										
50944 - Cargill Deicing Techno	2910489127	20-De-icing Salt (Clear Lane)- 176.37 tons- 1/13/25	Paid by EFT # 63669		01/21/2025	01/21/2025	01/31/2025		01/31/2025	16,889.20
50944 - Cargill Deicing Techno	2910497457	20-De-icing Salt (Clear Lane)-123.99 tons- 1/14/25	Paid by EFT # 63669		01/21/2025	01/21/2025	01/31/2025		01/31/2025	11,873.29
50944 - Cargill Deicing Techno	2910506313	20-De-icing Salt (Clear Lane)- 79.2 tons- 1/15/25	Paid by EFT # 63669		01/21/2025	01/21/2025	01/31/2025		01/31/2025	7,584.19
9194 - Flynn Brothers Holdings, INC	F27044	20-Bulk Cold Patch for patching 41.31 TNS at \$150	Paid by EFT # 63704		01/21/2025	01/21/2025	01/31/2025		01/31/2025	6,196.50
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals								Invoice Transactions	6	\$82,500.96
Account <b>52420 - Other Supplies</b>										
603 - Traffic Control Corporation	156001	20-Signal Supplies - Smart Mon, BIU, Load switch, pwr sup, relay	Paid by EFT # 63827		01/21/2025	01/21/2025	01/31/2025		01/31/2025	24,480.00
Account <b>52420 - Other Supplies</b> Totals								Invoice Transactions	1	\$24,480.00
Program <b>020000 - Main</b> Totals								Invoice Transactions	7	\$106,980.96
Department <b>02 - Public Works</b> Totals								Invoice Transactions	7	\$106,980.96
Department <b>07 - Engineering</b>										
Program <b>070000 - Main</b>										
Account <b>54310 - Improvements Other Than Building</b>										
5149 - E&B Paving, INC	E&BHAWMILL-4	07-Hawthorne/Weatherstone/Miller Greenway- 9/27/24-1/9/25-App 4	Paid by EFT # 63689		01/21/2025	01/21/2025	01/31/2025		01/31/2025	52,616.46
Account <b>54310 - Improvements Other Than Building</b> Totals								Invoice Transactions	1	\$52,616.46
Program <b>070000 - Main</b> Totals								Invoice Transactions	1	\$52,616.46
Department <b>07 - Engineering</b> Totals								Invoice Transactions	1	\$52,616.46
Fund <b>4402 - Cumulative Capital Development</b> Totals								Invoice Transactions	8	\$159,597.42



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<b>Fund 4439 - Food and Beverage Tax</b>										
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>47030 - Principal Repayments</b>										
6678 - Bloomington Urban Enterprise Association	2024-00207048	06-Refund for check deposited in error to COB, should be BUEA	Paid by Check # 79632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	433.90
Account <b>47030 - Principal Repayments</b> Totals							Invoice Transactions	1		\$433.90
Program <b>060000 - Main</b> Totals							Invoice Transactions	1		\$433.90
Department <b>06 - Controller's Office</b> Totals							Invoice Transactions	1		\$433.90
Fund <b>4439 - Food and Beverage Tax</b> Totals							Invoice Transactions	1		\$433.90
<b>Fund 4667 - Econ Dev LIT Bonds of 2022</b>										
Department <b>06 - Controller's Office</b>										
Program <b>08FIR1 - Fire Station 1</b>										
Account <b>54510 - Other Capital Outlays</b>										
8375 - Air Technology Solutions LLC	232211	08-Air Filtration units (14) for each bunk room in coordination	Paid by EFT # 63627		01/21/2025	01/21/2025	01/31/2025		01/31/2025	11,620.00
503 - Reed And Sons Construction, INC	REED-FS#1-RETAIN	08 - FS#1 Project-Pay App 7-Inv. 24488-Release of Bd Retainage	Paid by EFT # 63791		01/21/2025	01/21/2025	01/31/2025		01/31/2025	24,267.36
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	2		\$35,887.36
Program <b>08FIR1 - Fire Station 1</b> Totals							Invoice Transactions	2		\$35,887.36
Program <b>08FIR3 - Fire Station 3</b>										
Account <b>54510 - Other Capital Outlays</b>										
6985 - Martin Riley, INC	9368	08-Construction Administration-FS# 3 reno thru 12/31/24	Paid by EFT # 63755		01/21/2025	01/21/2025	01/31/2025		01/31/2025	5,200.00
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	1		\$5,200.00
Program <b>08FIR3 - Fire Station 3</b> Totals							Invoice Transactions	1		\$5,200.00
Program <b>08FIRL - Fire Logistics</b>										
Account <b>54510 - Other Capital Outlays</b>										
6985 - Martin Riley, INC	9369	08-Trng Ctr-Constr documents/schematic design thru 12/31/24	Paid by EFT # 63755		01/21/2025	01/21/2025	01/31/2025		01/31/2025	103,837.47
Account <b>54510 - Other Capital Outlays</b> Totals							Invoice Transactions	1		\$103,837.47
Program <b>08FIRL - Fire Logistics</b> Totals							Invoice Transactions	1		\$103,837.47
Department <b>06 - Controller's Office</b> Totals							Invoice Transactions	4		\$144,924.83
Fund <b>4667 - Econ Dev LIT Bonds of 2022</b> Totals							Invoice Transactions	4		\$144,924.83



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Fund <b>6604 - Trash &amp; Garbage Pickup (if operating mostly from user fees)</b>										
Department <b>16 - Sanitation</b>										
Program <b>160000 - Main</b>										
Account <b>53210 - Telephone</b>										
1079 - AT&T	849494015-010925	28-CH/off site fac-long distance chgs 01/09/2025-BAN #849494015	Paid by Check # 79612		01/22/2025	01/22/2025	01/22/2025		01/22/2025	10.38
Account <b>53210 - Telephone</b> Totals									Invoice Transactions 1	\$10.38
Account <b>53240 - Freight / Other</b>										
8511 - AaquaTools, INC	61775	16-cart washer repair	Paid by EFT # 63625		01/21/2025	01/21/2025	01/31/2025		01/31/2025	35.00
Account <b>53240 - Freight / Other</b> Totals									Invoice Transactions 1	\$35.00
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	19-01.17.25-FAC	19-Facilities electric billing -11/26/24-01/02/25	Paid by Check # 79620		01/22/2025	01/22/2025	01/22/2025		01/22/2025	149.68
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$149.68
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887449-2010925	16-Sanitation-gas bill 12/05/24-01/03/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	343.31
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 1	\$343.31
Account <b>53650 - Other Repairs</b>										
8511 - AaquaTools, INC	61775	16-cart washer repair	Paid by EFT # 63625		01/21/2025	01/21/2025	01/31/2025		01/31/2025	546.64
Account <b>53650 - Other Repairs</b> Totals									Invoice Transactions 1	\$546.64
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Vestis Group, INC (FKA Aramark)	4080162693	16-uniform rental (minus payroll ded)- 1-1-2025	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080163693	16-uniform rental (minus payroll ded)- 01/08/2025	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	6.48
19171 - Vestis Group, INC (FKA Aramark)	4080163694	16-Mat Services - 01/08/2025	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	29.68
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals									Invoice Transactions 3	\$42.64
Account <b>53990 - Other Services and Charges</b>										
4474 - Ken's Westside Service & Towing, LLC	25-0107-99402	16-Tow out of ditch truck 957-1/7/25	Paid by EFT # 63741		01/21/2025	01/21/2025	01/31/2025		01/31/2025	350.00
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$350.00
Program <b>160000 - Main</b> Totals									Invoice Transactions 9	\$1,477.65
Department <b>16 - Sanitation</b> Totals									Invoice Transactions 9	\$1,477.65
Fund <b>6604 - Trash &amp; Garbage Pickup (if operating mostly from user fees)</b> Totals									Invoice Transactions 9	\$1,477.65



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<b>Fund 7006 - Health Insurance Trust</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53990.1201 - Other Services and Charges Health Insurance</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	012125Wellness	12-January 2025 Wellness	Paid by EFT # 63851		01/21/2025	01/21/2025	01/21/2025		01/21/2025	27,373.81
9375 - WEX Health INC (Chard, Snyder & Associates)	012325HSA	12-HSA Employer Contributions - 1-23-25	Paid by EFT # 63854		01/23/2025	01/23/2025	01/23/2025		01/23/2025	27,750.00
Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals							Invoice Transactions	2		\$55,123.81
Program <b>120000 - Main</b> Totals							Invoice Transactions	2		\$55,123.81
Department <b>12 - Human Resources</b> Totals							Invoice Transactions	2		\$55,123.81
Fund <b>7006 - Health Insurance Trust</b> Totals							Invoice Transactions	2		\$55,123.81
<b>Fund 7008 - Insurance Voluntary Trust</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>47090.1282 - Employee Contributions Section 125 - DDC- Util</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	012125checkre g	12-City/Util DDC	Paid by EFT # 63619		01/21/2025	01/21/2025	01/21/2025		01/21/2025	1,104.00
Account <b>47090.1282 - Employee Contributions Section 125 - DDC- Util</b> Totals							Invoice Transactions	1		\$1,104.00
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	011625daily	12-City URM	Paid by EFT # 63615		01/21/2025	01/21/2025	01/21/2025		01/21/2025	115.00
9375 - WEX Health INC (Chard, Snyder & Associates)	011725daily	12-City/Util URM	Paid by EFT # 63616		01/21/2025	01/21/2025	01/21/2025		01/21/2025	42.11
9375 - WEX Health INC (Chard, Snyder & Associates)	011925daily	12-City URM	Paid by EFT # 63617		01/21/2025	01/21/2025	01/21/2025		01/21/2025	73.39
9375 - WEX Health INC (Chard, Snyder & Associates)	011825daily	12-City/Util URM	Paid by EFT # 63618		01/21/2025	01/21/2025	01/21/2025		01/21/2025	5.00
9375 - WEX Health INC (Chard, Snyder & Associates)	012125daily	12-City/Util URM	Paid by EFT # 63620		01/22/2025	01/22/2025	01/22/2025		01/22/2025	417.70
9375 - WEX Health INC (Chard, Snyder & Associates)	012225daily	12-City/Util URM	Paid by EFT # 63852		01/23/2025	01/23/2025	01/23/2025		01/23/2025	174.91
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> Totals							Invoice Transactions	6		\$828.11
Account <b>53990.1272 - Other Services and Charges Section 125 - DDC- City</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	012125checkre g	12-City/Util DDC	Paid by EFT # 63619		01/21/2025	01/21/2025	01/21/2025		01/21/2025	31.35
9375 - WEX Health INC (Chard, Snyder & Associates)	012325checkre g	12-City DDC-1/23/25	Paid by EFT # 63853		01/23/2025	01/23/2025	01/23/2025		01/23/2025	540.00
Account <b>53990.1272 - Other Services and Charges Section 125 - DDC- City</b> Totals							Invoice Transactions	2		\$571.35
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	011725daily	12-City/Util URM	Paid by EFT # 63616		01/21/2025	01/21/2025	01/21/2025		01/21/2025	65.23
9375 - WEX Health INC (Chard, Snyder & Associates)	011825daily	12-City/Util URM	Paid by EFT # 63618		01/21/2025	01/21/2025	01/21/2025		01/21/2025	190.98



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Fund <b>7008 - Insurance Voluntary Trust</b>										
Department <b>12 - Human Resources</b>										
Program <b>120000 - Main</b>										
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b>										
9375 - WEX Health INC (Chard, Snyder & Associates)	012125daily	12-City/Util URM	Paid by EFT # 63620		01/22/2025	01/22/2025	01/22/2025		01/22/2025	110.00
9375 - WEX Health INC (Chard, Snyder & Associates)	012225daily	12-City/Util URM	Paid by EFT # 63852		01/23/2025	01/23/2025	01/23/2025		01/23/2025	60.00
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util Totals</b>							Invoice Transactions 4			<u>\$426.21</u>
Program <b>120000 - Main Totals</b>							Invoice Transactions 13			<u>\$2,929.67</u>
Department <b>12 - Human Resources Totals</b>							Invoice Transactions 13			<u>\$2,929.67</u>
Fund <b>7008 - Insurance Voluntary Trust Totals</b>							Invoice Transactions 13			<u>\$2,929.67</u>
Fund <b>7702 - Garage (where reimbursed for services from other departments)</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52230 - Garage and Motor Supplies</b>										
50605 - Bauer Built, INC	360150690	17 - (2) tires for 343	Paid by EFT # 63645		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,592.86
4693 - Monroe County Tire & Supply, INC	075621	17 - (2) tires for 518	Paid by EFT # 63765		01/21/2025	01/21/2025	01/31/2025		01/31/2025	110.50
4693 - Monroe County Tire & Supply, INC	075628	17 - replace RF tire & fluid valve stem for titan loader dozer	Paid by EFT # 63765		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,287.29
Account <b>52230 - Garage and Motor Supplies Totals</b>							Invoice Transactions 3			<u>\$2,990.65</u>
Account <b>52240 - Fuel and Oil</b>										
7854 - Premier AG CO-OP, INC (Premier Energy)	21027	17-fuel-B5 PDX4 Clear Winter on Road(7,369 gallons)-1/8/25	Paid by EFT # 63784		01/21/2025	01/21/2025	01/31/2025		01/31/2025	22,032.57
9072 - Sunoco LP (Sunoco, LLC)	50047335	17 - unleaded and diesel fuel - 1/14/2025	Paid by EFT # 63814		01/21/2025	01/21/2025	01/31/2025		01/31/2025	21,988.00
Account <b>52240 - Fuel and Oil Totals</b>							Invoice Transactions 2			<u>\$44,020.57</u>
Account <b>52320 - Motor Vehicle Repair</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KY1-Y1T7-F3DK	17 - pump repair kit	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	123.39
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DCR-97DX-DFGQ	17 - motor replacement part for gear motor #4000	Paid by EFT # 63632		01/21/2025	01/21/2025	01/31/2025		01/31/2025	597.95
455 - Industrial Service & Supply, INC	85169	17 - 2250psi w/p hose, steel ferrule, Swivel female 45deg & stem	Paid by EFT # 63731		01/21/2025	01/21/2025	01/31/2025		01/31/2025	282.15
455 - Industrial Service & Supply, INC	85197	17 - M/F Firg 1/2 NPT for 4000	Paid by EFT # 63731		01/21/2025	01/21/2025	01/31/2025		01/31/2025	664.02
796 - Interstate Battery System of Bloomington, INC	11887422	17 - SRM-24 battery	Paid by EFT # 63734		01/21/2025	01/21/2025	01/31/2025		01/31/2025	101.16



# Board of Public Works Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 7702 - Garage (where reimbursed for services from other departments)</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52320 - Motor Vehicle Repair</b>										
796 - Interstate Battery System of Bloomington, INC	10983	17 - MT-58 battery for 208	Paid by EFT # 63734		01/21/2025	01/21/2025	01/31/2025		01/31/2025	107.16
796 - Interstate Battery System of Bloomington, INC	401310967	17 - batteries-MTP-55HD, MTX-94R/H7	Paid by EFT # 63734		01/21/2025	01/21/2025	01/31/2025		01/31/2025	534.20
4439 - JX Enterprises, INC	27409554P	17 - Poly 8 ribs x 2430 end & Tensioner belt for 438	Paid by EFT # 63740		01/21/2025	01/21/2025	01/31/2025		01/31/2025	73.10
4439 - JX Enterprises, INC	27409646P	17 - #4221 Compressor tube, connector, plain adapter, cap screw	Paid by EFT # 63740		01/21/2025	01/21/2025	01/31/2025		01/31/2025	166.53
4439 - JX Enterprises, INC	27409152P	17 - #4221 tube, connector, screws, washers, valve	Paid by EFT # 63740		01/21/2025	01/21/2025	01/31/2025		01/31/2025	177.49
4439 - JX Enterprises, INC	27409553P	17 - Valve modulating brake for 1241	Paid by EFT # 63740		01/21/2025	01/21/2025	01/31/2025		01/31/2025	221.99
4439 - JX Enterprises, INC	27409086P	17 - sensors, screws, clamps, hose, exhaust kit for 4221	Paid by EFT # 63740		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,987.88
8658 - Kleindorfer's Hardware LLC	796922	17 - 1 1/2 street 90deg, 1 1/2 gate valve & 1 1/2 barb fitting	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	38.67
53385 - O'Reilly Automotive Stores, INC	1903-489067	17 - Wiper blades & winter fuel mix for stock	Paid by Check # 79649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	75.62
53385 - O'Reilly Automotive Stores, INC	1903-488182	17 - megacrimp for inventory	Paid by Check # 79649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	104.28
53385 - O'Reilly Automotive Stores, INC	1903-488462	17 - Megacrimps for inventory	Paid by Check # 79649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	294.90
53385 - O'Reilly Automotive Stores, INC	1903-488728	17 - megacrimps and hyd fitting for inventory	Paid by Check # 79649		01/21/2025	01/21/2025	01/31/2025		01/31/2025	509.82
54351 - Sternberg, INC	986084	17 - Clamp for 431	Paid by EFT # 63811		01/21/2025	01/21/2025	01/31/2025		01/31/2025	48.73
54351 - Sternberg, INC	986172	17 - Wipers for 429	Paid by EFT # 63811		01/21/2025	01/21/2025	01/31/2025		01/31/2025	460.26
950 - Tri-State Bearing Co, INC	1456710-00	17 - bearing for 444	Paid by EFT # 63828		01/21/2025	01/21/2025	01/31/2025		01/31/2025	12.24
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	0603NV0714	17 - New CV Axle for 1215	Paid by EFT # 63847		01/21/2025	01/21/2025	01/31/2025		01/31/2025	132.23
Account <b>52320 - Motor Vehicle Repair</b> Totals									Invoice Transactions 21	\$6,713.77



# Board of Public Works Claim Register

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<b>Fund 7702 - Garage (where reimbursed for services from other departments)</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>52420 - Other Supplies</b>										
7083 - Alro Steel Corporation	FAB5259CB	17 - steel plates and tubing for shop, misc steel for shop table	Paid by EFT # 63631		01/21/2025	01/21/2025	01/31/2025		01/31/2025	402.61
7083 - Alro Steel Corporation	FAC6182LV	17 - (1) 1/2 A-36 steel plates for shop	Paid by EFT # 63631		01/21/2025	01/21/2025	01/31/2025		01/31/2025	643.01
7083 - Alro Steel Corporation	FAC6181IN	17 - steel plates and tubing for shop	Paid by EFT # 63631		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,142.37
8181 - Lawson Products, INC	9312130670	17 - Hex cap screw grade 8 YZ for shop	Paid by EFT # 63749		01/21/2025	01/21/2025	01/31/2025		01/31/2025	43.89
8181 - Lawson Products, INC	9312123451	17 - misc shop supplies screws, zip ties wire and etc	Paid by EFT # 63749		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,679.36
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 5	\$3,911.24
Account <b>53210 - Telephone</b>										
1079 - AT&T	849494015-010925	28-CH/off site fac-long distance chgs 01/09/2025-BAN #849494015	Paid by Check # 79612		01/22/2025	01/22/2025	01/22/2025		01/22/2025	7.48
Account <b>53210 - Telephone</b> Totals									Invoice Transactions 1	\$7.48
Account <b>53510 - Electrical Services</b>										
223 - Duke Energy	19-01.17.25-FAC	19-Facilities electric billing -11/26/24-01/02/25	Paid by Check # 79620		01/22/2025	01/22/2025	01/22/2025		01/22/2025	268.94
Account <b>53510 - Electrical Services</b> Totals									Invoice Transactions 1	\$268.94
Account <b>53540 - Natural Gas</b>										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	13041931-0011325	17-Fleet Maint - gas bill 12/07/24-07/07/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	494.49
Account <b>53540 - Natural Gas</b> Totals									Invoice Transactions 1	\$494.49
Account <b>53620 - Motor Repairs</b>										
4474 - Ken's Westside Service & Towing, LLC	25-0106-99317	17- tow plow truck Unit #441-1/6/25	Paid by EFT # 63741		01/21/2025	01/21/2025	01/31/2025		01/31/2025	325.00
Account <b>53620 - Motor Repairs</b> Totals									Invoice Transactions 1	\$325.00
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Vestis Group, INC (FKA Aramark)	4080163688	17-uniform rental (minus payroll ded)-1/8/25	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	49.31
19171 - Vestis Group, INC (FKA Aramark)	4080162689	17 - mat rentals and shop towels-01/01/2025	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	93.34





# Board of Public Works Claim Register

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Fund <b>7702 - Garage (where reimbursed for services from other departments)</b>										
Department <b>17 - Fleet Maintenance</b>										
Program <b>170000 - Main</b>										
Account <b>53920 - Laundry and Other Sanitation Services</b>										
19171 - Vestis Group, INC (FKA Aramark)	4080163689	17 - mat rentals and shop towels- 01/08/2025	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	93.34
19171 - Vestis Group, INC (FKA Aramark)	4080162688	17-uniform rental (minus payroll ded)- 1/1/25	Paid by EFT # 63832		01/21/2025	01/21/2025	01/31/2025		01/31/2025	222.97
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals							Invoice Transactions	4		\$458.96
Program <b>170000 - Main</b> Totals							Invoice Transactions	39		\$59,191.10
Department <b>17 - Fleet Maintenance</b> Totals							Invoice Transactions	39		\$59,191.10
Fund <b>7702 - Garage (where reimbursed for services from other departments)</b> Totals							Invoice Transactions	39		\$59,191.10
Grand Totals							Invoice Transactions	259		\$3,496,348.31

**REGISTER OF CLAIMS**  
**Board of Public Works Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
01/31/25	Claims				\$3,496,348.31

\$3,496,348.31

**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 \$3,496,348.31

**Dated this 28th day of January year of 2025.**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
James Roach, Secretary

I herby 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 \_\_\_\_\_