

Board of Public Works Meeting
June 23, 2020



The City will offer virtual options, including CATS public access television (live and tape-delayed), Facebook Live ([facebook.com/citybloomington](https://www.facebook.com/citybloomington)), Zoom or otherwise.

Public comments and questions will be encouraged via [bloomington.in.gov](https://www.bloomington.in.gov) rather than in person.

AGENDA
BOARD OF PUBLIC WORKS
June 23, 2020

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, June 23, 2020 at 5:30 p.m.

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

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. TITLE VI ENFORCEMENT

1. Approve Permission to Abate Property at 740 S. Westwood
2. Approve Permission to Abate Property at 1000 W. Countryside

IV. CONSENT AGENDA

1. Approval of Minutes – June 09, 2020
2. Resolution 2020-30 Approve Donation and Recycling of Surplus - ITS
3. Approval of Payroll

V. NEW BUSINESS

1. Resolution 2020-29 Approve Public Benefit of B-Line Trail Extension and Multi-Use Path Project
2. Approve Change Order #2 for the West Allen Street Traffic Calming Project
3. Approve Change Orders #6 and #7 for the Adams Street Sidewalk and Intersection Improvements Project
4. Approve Request for Full Street Closure on North Fee Lane from East 13th to East 17th Street from Snedegar Construction (July 2, 2020 – July 16, 2020)
5. Approve Request for Lane Closure on North Fee Lane from 17th Street to State Rd. 45/46 Bypass by Milestone Contractors, LP (June 24, 2020 – August 7, 2020)
6. Approve Acceptance of Public Improvements Associated with the B-Line Heights Residential Neighborhood
7. Approve Agreement with Harrell Fish, Inc. for Fluid Cooler Replacement and Temporary Fluid Cooler at City Hall
8. Approve Agreement with Umphress Masonry for Masonry Repairs at City Hall

VI. STAFF REPORTS & OTHER BUSINESS

Staff Report for Morton Street Garage Repair Project

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

Staff Report

To: Board of Public Works

From: Jo Stong/Chris Wheeler

Date: June 19, 2020

Re: Request to Abate property at 740 S. Westwood Dr., Bloomington, IN

Attachments:

1. Notice of Violation Issued on April 23, May 6 & June 10, 2020.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On April 23, May 6 & June 10, 2020, Neighborhood Compliance Officer Jo Stong inspected the property located at 740 S. Westwood Dr., Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV were issued to John A. Miller & John A. Miller Jr. (Hereinafter the “Owners”) because they are the Owners of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owners of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

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



City of Bloomington Housing and Neighborhood Development

On April 23, May 6 & June 10, 2020 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 740 S. Westwood Drive. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation, **and to continue to do so as necessary through April 23, 2021.**

BPW Meeting Date: June 23, 2020

Abatement Approved: Y/N

Property Owner: John A. Miller & John A. Miller Jr.

Address: 740 S. Westwood Drive, Bloomington

Is this a rental? No

Agent: N/A

Address: N/A

Parcel Number: 53-09-01-204-021.000-016

Legal Description: 017-00590-00 HIGHLAND VILLAGE 12A LOT 499





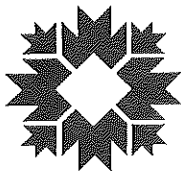
MENARDS

*Dedicated to Service & Quality*SM

VISIT MENARDS.COM

*Dedicated to Service & Quality*SM

MENARDS



Notice of Violation

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

Date 4-23-20 ^{Thurs} Time 12:14 P Address/location 740 S. Westwood

Issued by: 230 47403

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

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

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

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

Fine Due: \$50 \$100 \$150 **Warning (No fine due at this time)** Ticket# 45264

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

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

Fine Due: \$50 \$100 \$150 **Warning (No fine due at this time)** Ticket# 45265

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

Comments: - Remove trash & debris from property
- cut the overgrowth.
Verbal warning re: trash to tenant 4/3/2020

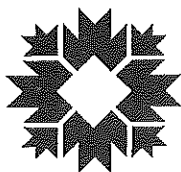
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name John A. & John A. Jr. Miller
Address 740 S. Westwood Dr.
City Blgtn State IN
Zip Code 47403

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

BPW: _____

Mail Copies To: Resident: Owner: Agent: _____



Notice of Violation

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

Date 5.6.2020 ^{Wed} Time 11:52A Address/location 740 S. Westwood
Issued by: 230 47403

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 45341

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 45342

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

Comments: - Remove trash & debris from property.
- cut the overgrowth

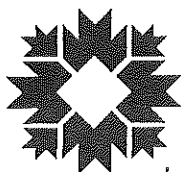
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name John & John Jr. Miller
Address 740 S. Westwood
City Blgtn. State IN
Zip Code 47403

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

BPW: _____

Mail Copies To: Resident: Owner: Agent: _____



Notice of Violation

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

Date 6-10-20 ^{Wed} Time 11:20 A Address/location 740 S. Westwood
Issued by: 230 47403

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

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

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

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

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

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

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

Fine Due: \$50 \$100 \$150 Warning (No fine due at this time) Ticket# 45660

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

Comments: Cut the overgrowth.

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

Owner Name John A & John A Miller Jr.
 Address 740 S. Westwood
 City Bton State IN
 Zip Code 47403

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

BPW: 6-23-20

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



**City of Bloomington
Housing and Neighborhood Development**

NOTICE OF REQUEST FOR ABATEMENT

To: Miller, John A & John A Jr ("Property Owner")

The City of Bloomington Housing and Neighborhood Development ("HAND") Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at 740 S Westwood Dr, Bloomington 47403, under parcel number 53-09-01-204-021.000-016 and whose legal description is 017-00590-00 HIGHLAND VILLAGE 12A LOT 499 (Hereinafter the "Property").

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

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday June 23, 2020 via ZOOM meetings.** Contact the Office of Public Works at **812-349-3410** for further information.

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

Fines are not appealed at this meeting

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

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


OFFICIAL USE

7019 0700 0002 2143 9177

Certified Mail Fee \$ _____ Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$ _____ <input type="checkbox"/> Return Receipt (electronic) \$ _____ <input type="checkbox"/> Certified Mail Restricted Delivery \$ _____ <input type="checkbox"/> Adult Signature Required \$ _____ <input type="checkbox"/> Adult Signature Restricted Delivery \$ _____ Postage \$ <u>6.90</u>	Postmark Here
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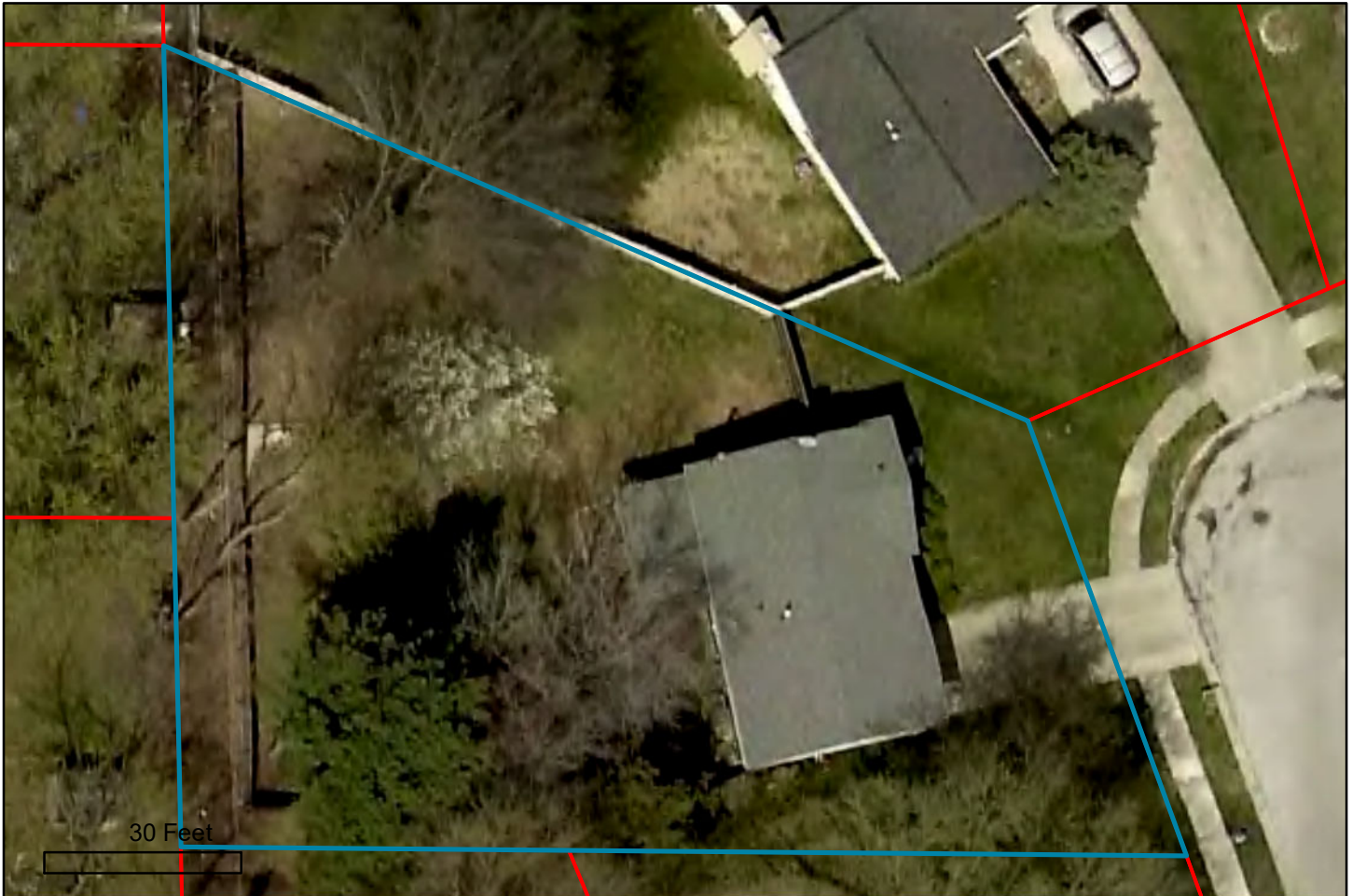
John A & John A Jr. Miller
740 S WESTWOOD DR
BLOOMINGTON, IN 47403

for instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY														
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <u>J. Miller Jr</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery <u>J. Miller Jr</u> <u>6-15-20</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>														
<p>1. Article Addressed to:</p> <p style="text-align: center; font-weight: bold;">John A & John A Jr. Miller 740 S WESTWOOD DR BLOOMINGTON, IN 47403</p> <div style="text-align: center;">  9590 9402 3152 7166 6337 53 </div>	<p>3. Service Type</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input checked="" type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> </table> <p style="font-size: 0.8em;">Mail Restricted Delivery (30)</p>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input checked="" type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®														
<input type="checkbox"/> Adult Signature Restricted Delivery	<input checked="" type="checkbox"/> Registered Mail™														
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery														
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise														
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™														
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery														
<input type="checkbox"/> Insured Mail															
<p>2. Article Number (Transfer from service label)</p> <p style="text-align: center; font-weight: bold;">7019 0700 0002 2143 9177</p>															

Monroe County, IN

740 S Westwood DR, Bloomington, IN 47403-1779
53-09-01-204-021.000-016



Parcel Information

Parcel Number: 53-09-01-204-021.000-016
Alt Parcel Number: 017-00590-00
Property Address: 740 S Westwood DR
Bloomington, IN 47403-1779
Neighborhood: Highland Village - A
Property Class: 1 Family Dwell - Platted Lot
Owner Name: Miller, John A & John A Jr
Owner Address: 740 S Westwood Dr
Bloomington, IN 47403
Legal Description: 017-00590-00 HIGHLAND VILLAGE 12A
LOT 499

Taxing District

Township: VAN BUREN TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.3	

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

This matter is before the Board of Public Works for Abatement of Notice of Violations issued April 23, May 6 & June 10, 2020, (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, June 23, 2020.

The Board of Public Works now finds as follows:

1. John A. Miller & John A. Miller Jr. (Hereinafter the “Owner”) owns the real estate located at 740 S. Westwood Dr., Bloomington, IN 47404, under parcel number 53-09-01-204-021.000-016 and whose legal description is 017-00590-00 HIGHLAND VILLAGE 12A LOT 499 (Hereinafter the “Property”).
2. On April 23, May 6 & June 10, 2020, Jo Stong, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City’s request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

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

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

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 23rd DAY OF APRIL, 2021.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 23RD Day of June, 2020.

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

Staff Report

To: Board of Public Works

From: Mike Arnold/Chris Wheeler

Date: June 19, 2020

Re: Request to Abate property at 1000 W Countryside Dr., Bloomington, IN

Attachments:

1. Notice of Violation Issued on 05/25/2020, 06/08/2020, 06/10/2020.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

Facts:

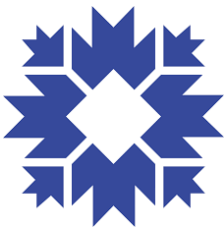
1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On 05/25/2020, 06/08/2020, 06/10/2020, Neighborhood Compliance Officer Mike Arnold inspected the property located at 1000 W Countryside Dr., Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV were issued to Alexander Theodore and Alyssa Bossenger (Hereinafter the “Owners”) because they are the Owners of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owners of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Vegetation throughout the entire Property is overgrown. The property needs to be abated to eliminate the violation and public nuisance.

Staff Recommendation:

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



City of Bloomington Housing and Neighborhood Development

On 05/25/2020, 06/08/2020, 06/10/2020 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 1000 W Countryside. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation, **and to continue to do so as necessary through May 25, 2021.**

BPW Meeting Date: 06/23/2020

Abatement Approved: Y/N

Property Owner: Alexander Theodore and Alyssa Bossenger

Address: 1000 W Countryside Bloomington IN 47403

Is this a rental? No

Agent: N/A

Address: N/A

Parcel Number: 53-08-08-402-013.000-009

Legal Description: 015-10275-25 Rockport Hills Sec 1 Lot 25



BLACK LIVES MATTER

BLACK LIVES MATTER



CITY OF BLOOMINGTON



CITY OF BLOOMINGTON







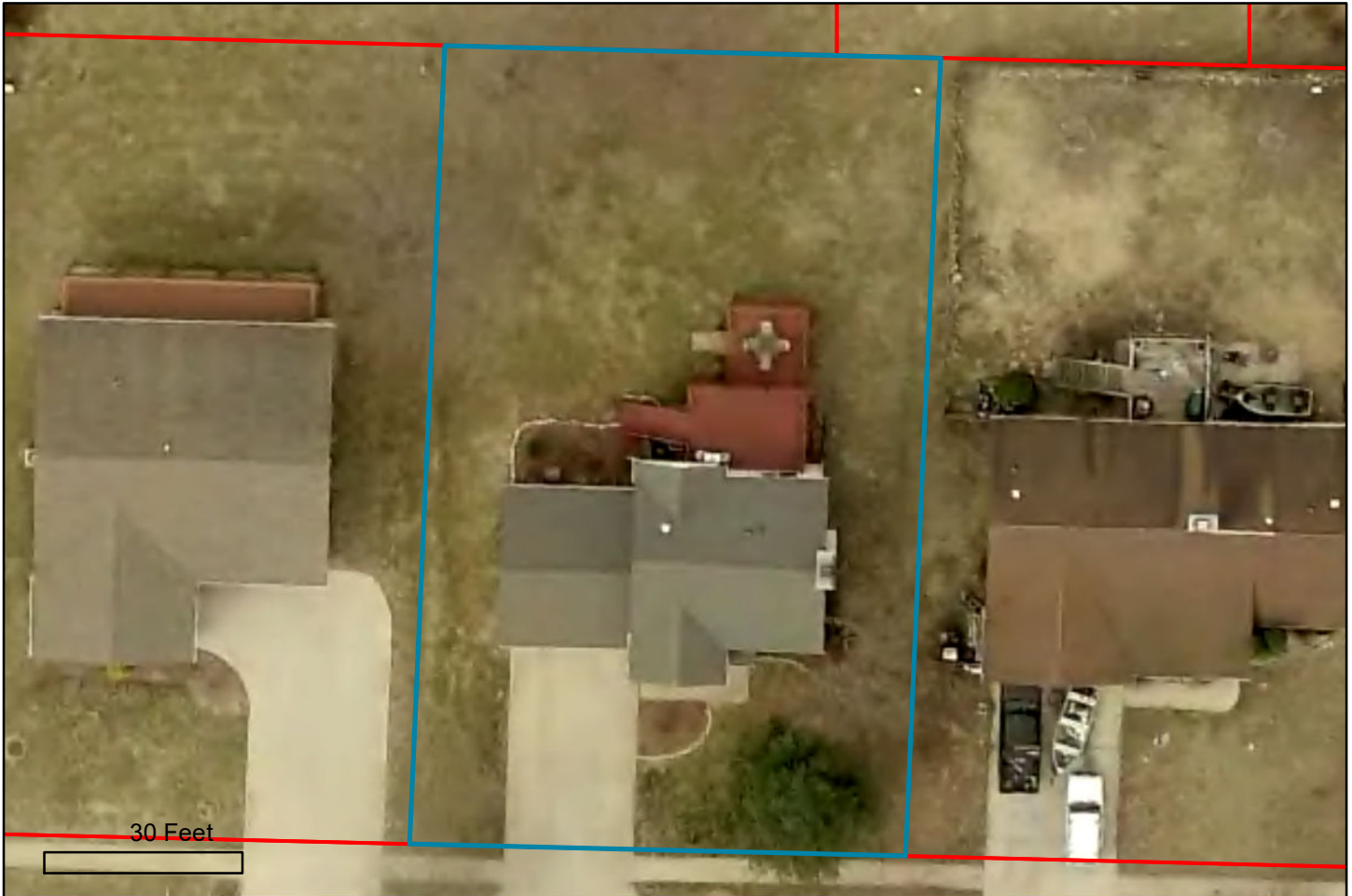
BLACK LIVES MATTER





Monroe County, IN

1000 W Countryside LN, Bloomington, IN 47403-2907
53-08-08-402-016.000-009



Parcel Information

Parcel Number: 53-08-08-402-016.000-009
Alt Parcel Number: 015-10275-25
Property Address: 1000 W Countryside LN
Bloomington, IN 47403-2907
Neighborhood: Rockport Hills - A
Property Class: 1 Family Dwell - Platted Lot
Owner Name: Bossenger, Alexander Theodore & Alyssa
Owner Address: 1000 W Countryside Ln
Bloomington, IN 47403
Legal Description: 015-10275-25 Rockport Hills Sec I
Lot 25

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.208	

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

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 05/25/2020, 06/08/2020, 06/10/2020, (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, June 23, 2020.

The Board of Public Works now finds as follows:

1. Alexander Theodore and Alyssa Bossenger (Hereinafter the “Owner”) owns the real estate located at 1000 W Countryside Dr., Bloomington, IN 47404, under parcel 53-08-08-402-013.000-009 and whose legal description is 015-10275-25 Rockport Hills Sec 1 Lot 25 (Hereinafter the “Property”).
2. On 05/25/2020, 06/08/2020, 06/10/2020, Mike Arnold, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City’s request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

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

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

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 25th DAY OF MAY, 2021.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

So Ordered this 23RD Day of June, 2020.

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

The Board of Public Works meeting was held on Tuesday, June 9 2020, at 5:30 pm virtually through Zoom with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Dana Palazzo
Beth H. Hollingsworth

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Kenny Liford – Housing and Neighborhood Dev.
Mike Arnold – Housing and Neighborhood Dev.
Christopher Wheeler – City Legal
Michael Rouker – City Legal
Jacqueline Moore – City Legal
Alex Crowley – Economic and Sustainable Dev.
Neil Kopper – Planning and Transportation
Sara Gomez– Planning and Transportation
Roy Aten – Planning and Transportation
Russell White – Planning and Transportation

Hollingsworth wanted to say good job to all of the workers during Covid-19.

**MESSAGES FROM
BOARD MEMBERS**

Jay Turner wanted information on the transfer of the Ivy Tech building. Adam Wason, Public Works, advised Turner to privately message him and Wason would give him the contact information of somebody in the Mayor’s Office to give him more information.

**PETITIONS &
REMONSTRANCES**

Christopher Wheeler, City Legal, presented the Appeal Excessive Growth Citation #45427 at 1120 N. Walnut Street. See meeting packet for details.

**HEARING ON
EXCESSIVE GROWTH
APPEAL**

**Appeal Excessive Growth
Citation #45427 at 1120 N.
Walnut St.**

Board Comments: Wason asked if this was to uphold the citation and if anything would keep them from taking this to the next Board of Public Works meeting. Wheeler said this is an appeal of the

ticket itself. He stated there should be no reason they wouldn't be able to move it until the next Board meeting 2 weeks from now. Cox Deckard asked if they could move this item until the next meeting. Wason stated he would like to move all three Title 6 items onto the next meeting agenda two weeks from now. Wheeler said the City has no objection. Wason mentioned the notifications from HAND that the BPW meeting would take place at City Hall instead of a virtual meeting. Mr. Gull feels he wasn't properly notified about the meeting. City Legal feels this meeting should be tabled until the next BPW meeting.

Hollingsworth made a motion to table Appeal Excessive Growth Citation #45427 at 1120 N. Walnut St. Palazzo seconded. Motion is tabled.

Wheeler, presented the Appeal Excessive Growth Citation #45499 at 124 N. Bryan Ave. See meeting packet for details.

Appeal Excessive Growth Citation #45499 at 124 N. Bryan Ave.

Public Comment: Kevin LeBlanc, owner of the property, stated he could not get ahold of any landscaping companies to mow the lawn. Wheeler stated the appeal was not timely filed. It must be filed within seven days of the NOV. The owner filed 13 days after the NOV.

Board Comments: Hollingsworth asked if the lawn has been mowed. Kenny Liford, Housing and Neighborhood, stated it has been mowed. Liford stated he never received a phone call after issuing a warning and citation. Cox Deckard stated she noticed the address on the tickets were sent to Bloomington addresses, not Carmel. Liford said it's up to the owner to update the mailing addresses for their system. LeBlanc stated he updated the address when he bought the property so no mailings should have went to a Bloomington address. Wason asked if the mailing address has been updated in HAND's system. LeBlanc stated they have not listed this property as a rental. Wason stated they will get the address updated. Wheeler asked Liford how he posted the violations. Liford stated he mailed the violation and left it on the property. Wason recommends the Board tables this until the next meeting. Palazzo asked LeBlanc when he called. LeBlanc stated when he showed up at the property two NOV's were posted on the property. Hollingsworth asked if any of the violations were mailed to his Carmel address; LeBlanc said no.

Palazzo made a motion uphold the Appeal Excessive Growth Citation #45499 at 124 N. Bryan Ave. Hollingsworth seconded. Motion is passed.

TITLE VI
ENFORCEMENT

Hollingsworth made a motion to table Approve Abatement at 2611 E. Roundhill Lane. Palazzo seconded. Motion is tabled.

**Approve Abatement at
2611 E. Roundhill Lane.**

CONSENT AGENDA

- 1. Approval of Minutes – May 26, 2020**
- 2. Approval of Title VI Abatement Contract**
- 3. Approval of Payroll**

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

NEW BUSINESS

Neil Kopper, Planning and Transportation, presented Resolution 2020-27: Approve Public Benefit of the S. Maxwell Street Sidewalk Project. See meeting packet for details.

**Resolution 2020-27:
Approve Public Benefit of
the S. Maxwell Street
Sidewalk Project**

Hollingsworth made a motion to Resolution 2020-27: Approve Public Benefit of the S. Maxwell Street Sidewalk Project. Palazzo seconded. Motion is passed.

Kopper presented Approve Addendum #1 to Agreement for Consulting Services for the Maxwell Street Sidewalk Project with Bynum Fanyo & Associates, Inc. See meeting packet for details.

**Approve Addendum #1 to
Agreement for Consulting
Services for the Maxwell
Street Sidewalk Project with
Bynum Fanyo & Associates,
Inc.**

Hollingsworth made a motion to Approve Addendum #1 to Agreement for Consulting Services for the Maxwell Street Sidewalk Project with Bynum Fanyo & Associates, Inc. Palazzo seconded. Motion is passed.

Kopper presented Approve Addendum to Agreement for Consulting Services for the 7th Street Bike Lane Improvements Project with American Structurepoint, Inc. See meeting packet for details.

Approve Addendum to Agreement for Consulting Services for the 7th Street Bike Lane Improvements Project with American Structurepoint, Inc.

Board Comments: Hollingsworth just wanted to comment how excited she is for this project.

Hollingsworth made a motion to Approve Addendum to Agreement for Consulting Services for the 7th Street Bike Lane Improvements Project with American Structurepoint, Inc. Palazzo seconded. Motion is passed.

Wason presented Approve Final Plat of Mill Creek Phase 2 Section 1. See meeting packet for details.

Approve Final Plat of Mill Creek Phase 2 Section 1

Board Comments: Kopper added that it's just the plat that needs approval, not right-of-way. Hollingsworth just wanted to comment that this was approved by the Plat Committee in February of this year.

Public Comment: Ted Ferguson, petitioner, wanted to comment how wonderful an improvement this project will be to Bloomington.

Palazzo made a motion to Approve Final Plat of Mill Creek Phase 2 Section 1. Hollingsworth seconded. Motion is passed.

Wason presented Approve Request for Full Street Closure on 10th Street between Fee Lane and Jordan Avenue for IU Pedestrian Crossing Improvement. See meeting packet for details.

Approve Request for Full Street Closure on 10th Street between Fee Lane and Jordan Avenue for IU Pedestrian Crossing Improvement

Public Comment: Joel Stevens, Indiana University, wanted to state this project is very important for pedestrian safety for Bloomington.

Board Comments: Hollingsworth asked if the MOT has been supplied; Wason confirmed. Cox Deckard wanted to note that the alternative pedestrian detour will be to the south of Wells Library. Hollingsworth asked if the paving schedule will start in August. Wason answered that the goal is to wrap up the paving before students return back to school.

Hollingsworth made a motion to Approve Request for Full Street Closure on 10th Street between Fee Lane and Jordan Avenue for IU

Pedestrian Crossing Improvement. Palazzo seconded. Motion is passed.

Roy Aten, Planning and Transportation, presented Approve Change Order #4 for the Kirkwood Maintenance Project. See meeting packet for details.

Approve Change Order #4 for the Kirkwood Maintenance Project

Hollingsworth made a motion to Approve Change Order #4 for the Kirkwood Maintenance Project. Palazzo seconded. Motion is passed.

Russell White, Planning and Transportation, presented Approve Change Orders #3 through #5 for the Adams Street Sidewalk and Intersection Improvements Project. See meeting packet for details.

Approve Change Orders #3 through #5 for the Adams Street Sidewalk and Intersection Improvements Project.

Public Comment: Cox Deckard read a public comment reading, why is there a change order when every wall built should have stone and a drain installed. White explained the plan was to use existing limestone, but that didn't end up being the case. They had to go with a different type of block wall. With the drain, White explained there was an existing drain at the Rose Hill Cemetery wall. White wanted to connect both drains so there wouldn't be an interference.

Hollingsworth made a motion to Approve Change Order #3 for the Adams Street Sidewalk and Intersection Improvements Project. Palazzo seconded. Motion is passed.

Hollingsworth made a motion to Approve Change Order #4 for the Adams Street Sidewalk and Intersection Improvements Project. Palazzo seconded. Motion is passed.

Hollingsworth made a motion to Approve Change Order #5 for the Adams Street Sidewalk and Intersection Improvements Project. Palazzo seconded. Motion is passed.

Michael Rouker, City Legal, presented Resolution 2020-28 Approve Temporary Street Closure on Kirkwood Avenue to Expand Existing Seating Encroachments. See meeting packet for details.

Resolution 2020-28 Approve Temporary Street Closure on Kirkwood Avenue to Expand Existing Seating Encroachments

Board Comments: Hollingsworth asked what blocks are to be closed during the first phase on Kirkwood Avenue. Alex Crowley, Economic and Sustainable Dev. said Grant St. to Indiana Ave. will be closed during the trial period. Palazzo asked if the Kirkwood Association was made up of local retail shops and restaurants; Crowley confirmed. Palazzo asked how many entities are a part of the Kirkwood Association. Wason said it's a vast majority of the businesses on Kirkwood Ave. Cox Deckard asked if the bollard infrastructure on Kirkwood would support this type of closure; Wason confirmed. Wason can see this project moving on to other blocks in the future. Cox Deckard asked if during the first trial weekend pedestrian traffic would be allowed through; Wason confirmed.

Public Comments: Mary Morgan, Bloomington Chamber of Commerce, wanted to express her support for this project.

Palazzo made a motion to Resolution 2020-28 Approve Temporary Street Closure on Kirkwood Avenue to Expand Existing Seating Encroachments. Hollingsworth seconded. Motion is passed.

Wason mentioned Ryan Daily will have an update on the parking garage at the next Board meeting. Wason also wanted to express how excited he is for all of the ongoing and future projects.

**STAFF REPORTS &
OTHER BUSINESS**

Hollingsworth made a motion to approve claims in the amount of \$1,959,328.54. Palazzo seconded. Claims are approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 6:41 P.M.

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

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

Staff Representative: Rick Dietz

Date: June 23, 2020

Report:

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

The Department of Information & Technology Services staff believe that the expense of labor, equipment, and fuel required to organize and transport all of this equipment for a sale or transfer, exceeds the value of the equipment. These items are attached as Recycle 18 - 2020, and Donation 18 – 2020.

Recommendation and Supporting Justification:

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

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

IT Department

Donation 18 - 2020 Info

Lot ID: 39, Date: 01/28/2020, Type:Donation

Donation Items List

Asset ID	Asset Num	Serial #	Name	Category	Division	Installed Date	Organization	Date
3019	120045	HQPTKS1	trn120045	Desktop	Training	07/25/2016	RBBSC	06/15/2020
6475	140083		TRN140083	LCD 1	Training		RBBSC	06/12/2020
6474	090364		TRN090364	LCD 1	Training		RBBSC	06/12/2020
3603	070072	CNOWH3187287271N39FS	trn070072	LCD 1	Training		RBBSC	06/12/2020
3602	070094	CNODC3237161871BB323	trn070094	LCD 1	Training		RBBSC	06/12/2020
3595	070111	CNOUH8524822071T0594	trn070111	LCD 1	Training		RBBSC	06/12/2020
3601	070001	CNOWH3187287271N2R4S	trn070001	LCD 1	Training		RBBSC	06/12/2020
3593	070071	CNOWH3187287271O1G9S	trn070071	LCD 1	Training		RBBSC	06/12/2020
3597	070080	CNOWH3187287271M1H3I	trn070080	LCD 1	Training		RBBSC	06/12/2020
6473	1704089D		PWS1704089D	Docking Station	Public Works	06/04/2017	RBBSC	06/04/2020
621	140170	JTV6W12	dil140170	Desktop	Dillman	05/08/2013	RBBSC	04/01/2020
1685	1525010a	DS4VW52	cfr1525010a	Desktop	Community and Family Resources	10/05/2015	RBBSC	04/01/2020
1200	1524576u	522LR52	pws1524576u	Desktop	Public Works	09/17/2015	RBBSC	03/30/2020
128	140167	JTQ7X12	mnr140167	Desktop	Monroe	05/08/2013	RBBSC	03/27/2020
129	140168	JTVDW12	mnr140168	Desktop	Monroe	05/08/2013	RBBSC	03/27/2020
1733	1525008b	5T6DW52	igl1525008b	Desktop	Legal	10/13/2015	RBBSC	03/24/2020
339	140124	5V189Z1	its140124	Desktop	IT	10/06/2014	RBBSC	03/06/2020
1219	1524576d	521KR52	pln1524576d	Desktop	Planning	07/24/2015	RBBSC	03/06/2020

IT Department

Recycle 18 - 2020 Info

Lot ID: 40, Date: 01/28/2020, Type:Recycle

Recycled Items List

Asset ID	Asset Num	Serial #	Name	Category	Installed	Description	Location	Date
6477	98764		ITS98764	Other	06/12/2020	Desktop computer	Tech-Recyclers	06/12/2020
6476	98765		ITS98765	Other	06/12/2020	Misc Box of cables, etc	Tech-Recyclers	06/12/2020
4518	1501816		CAS1501816	NetworkPrinter			Tech-Recyclers	06/12/2020
3592	030506	trnCNBDC70852	trn030506	NetworkPrinter			Tech-Recyclers	06/12/2020
3513	070338		PRS070338	NetworkPrinter			Tech-Recyclers	06/12/2020
3625	070413	H2107401583W0	trn070413	UPS			Tech-Recyclers	06/12/2020
3582	060006	T3060785	trn060006	Other		Samsung Doc Cam	Tech-Recyclers	06/12/2020
3590	060005	159219	trn060005	Other		Samsung Doc Cam	Tech-Recyclers	06/12/2020
3604	103320	1431	trn103320	NetworkPrinter			Tech-Recyclers	06/12/2020
4167	100344	A4HA045192	tr100344	LCD 1		Bad Monitor	Tech-Recyclers	06/11/2020
3251	1503061	CQYEP2004104	PLN1503061	UPS			Tech-Recyclers	06/04/2020
4451	140276		ASH140276	UPS		CyberPower UPS	Tech-Recyclers	04/14/2020
1599	1525010u	DS4WV52	its1525010u	Desktop	09/28/2015		Tech-Recyclers	03/05/2020
6448	2009999		Laptop cooling pad		03/05/2020		Tech-Recyclers	03/05/2020
6447	1703557A		Kiosk keyboard	Keyboard	03/05/2020		Tech-Recyclers	03/05/2020
894	110264		LGD033B	Monitor	01/02/2012		Tech-Recyclers	03/04/2020
3322	1524561		LGL1524561	UPS			Tech-Recyclers	02/05/2020
4549	100308	T02A4HA045147	DIL100308	LCD 1			Tech-Recyclers	02/05/2020

**BOARD OF PUBLIC WORKS
RESOLUTION 2020-30**

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

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

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

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

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

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

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

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

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

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

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

1. The equipment contained in Exhibit A is hereby declared to be surplus personal property.
2. The value of the equipment contained in the Exhibit is assessed to be less than five thousand dollars (\$5,000).
3. The costs of transporting this equipment and conducting a private sale exceed the value of the equipment.
4. The equipment contained in Exhibit A is therefore determined to be worthless and, pursuant to Indiana Code § 5-22-22-8, may be demolished, donated or junked.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this 23rd day of June, 2020.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

Attest: _____
Rick Dietz, Director
Information & Technology Services

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/19/2020	Payroll				443,350.88
					<u>443,350.88</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 \$ 443,350.88

Dated this 23rd day of June year of 2020.

Kyla Cox Deckard President

Beth H. Hollingsworth Vice President

Dana Palazzo Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Resolution 2020 - 29 Public Need to Purchase Right of Way for the B-Line Trail Extension and Multi-use Path Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 06/23/2020

Report: The project will connect the existing B-Line Trail terminus at Adams Street with the multiuse path on the West 17th Street Project. This project has been included in the MPO TIP and is anticipated to have design and right-of-way services through 2020, with construction anticipated in 2021.

The project will require purchase of additional right of way from seventeen parcels. If approved by the Board, this resolution will confirm that the Project serves a public purpose and will authorize the right of way acquisition.

Recommendation and Supporting Justification: Staff recommends that the Board approve Resolution 2020 - 29 Public Need to Purchase Right of Way for the B-Line Trail extension and Multi-use Path Project.

Recommend **Approval** **Denial** by Roy Aten

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
INDOT-LPA Agreement	Approved	09/19/2017
Design Services Contract	Approved	12/12/2017
ROW Services Contract	Approved	11/04/2019
Public Need Resolution	Current Item	06/23/2020
LPA-Railroad Agreement	Pending	06/23/2020
Construction Inspection Contract	Future	TBD - 2020
Construction Letting	Future	November 2020

Attachment A

AFFECTED PROPERTY OWNERS FOR PROJECT

Parcel No.	Owner	Property Address
1	BPI, LLC (DBA: Roto Rooter)	1820 W. Fountain Drive
2	Robinson, John R.	1816 W. Fountain Drive
3	Illinois/Indiana Systems Group, LLC	1600 W. Fountain Drive
4	N/A - Combined w/ Parcel 3	
5	Hall, Robert R. & Connie M.	615 N. Adams Street
6	HFI Vernal, LLC	2002 W. Fountain Drive
7	BDC Properties, LLC	2010 W. Fountain Drive
8	Cook, Jason N. & Kelly, Jenna M.	2102 W. Fountain Drive
9	Thrasher, Wilma J. (Contract - Haralovich Properties, LLC)	2110 W. Fountain Drive
10	Neidigh, Larry	910 N. Crescent Road
11	Kaczorowski, Harry Michael	920 N. Crescent Road
12	No Owner Listed	
13	Fields, Rudy D. & Laura Kay	2301 W. Fountain Drive
14	Bloomington Township Trustees	2115 W. Fountain Drive
15	Cherrington, Karen L. & Slone, Cassandra L.	2101 W. Fountain Drive
16	Crescent Pointe Housing Partners, LLC	1200-1330 N. Crescent Road
17	Union at Crescent, LP	1200 N. Crescent Road
18	Shelby Bloomington, LLC	1920 Fountain Drive
19	Indiana Railroad Company	Fountain Drive (No Address)

RESOLUTION 2020 – 29
BOARD OF PUBLIC WORKS
B-LINE TRAIL EXTENSION AND MULTI-USE PATH PROJECT
RIGHT OF WAY PURCHASE

WHEREAS, the City of Bloomington through its Board of Public Works (“City”) intends to connect the existing B-Line Trail terminus at Adams Street with the multiuse path on the West 17th Street Project (the “Project) in Bloomington, Indiana; and

WHEREAS, the City has determined that there is a need for the Project, and that it will serve a public purpose and be of public benefit; and

WHEREAS, it is necessary to acquire land and/or easements for construction of the Project from the property owners listed in Attachment A, incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Project serves a public purpose and will benefit the citizens of Bloomington and Monroe County, Indiana.
2. The acquisition of the land and easements from the property owners listed on Attachment A is hereby authorized. In the event the City is unable to reach agreement with a property owner regarding the purchase of the land or easement within 30 days after the issuance of a formal offer to purchase, as provided in Indiana Code 32-24-1 *et seq.*, the City is hereby authorized to commence eminent domain proceedings.

Approved this _____ day of _____, 2020.

CITY OF BLOOMINGTON, INDIANA
BOARD OF PUBLIC WORKS

Kyla Cox Deckard

Beth H. Hollingsworth

Dana Palazzo



Board of Public Works Staff Report

Project/Event: West Allen Street Traffic Calming Project Change Order #2
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Russell White
Date: 06/23/2020

Report: On December 9, 2019, the Board of Public Works opened sealed quotes for the West Allen Street Traffic Calming Project. Work to be completed under this contract includes the installation of two raised crosswalks and one speed hump on West Allen Street between S. Adams St. and S. Strong Dr. The original contract amount for this project was \$174,960.00. This change order is the result of traffic complications at Mother Hubbard's Cupboard requiring the City to flag traffic to avoid road blockage. If approved this change order will result in an increase of \$3,574.38. The adjusted total contract sum would be \$203,559.73.

Recommendation and Supporting Justification: This change order is the result of traffic complications at Mother Hubbard's Cupboard requiring the City to flag traffic to avoid road blockage. If approved this change order will result in an increase of \$3,574.38. The adjusted total contract sum would be \$203,559.73. Staff recommends approval of change order #2 for the West Allen Street Traffic Calming Project.

Recommend **Approval** **Denial by:** *Russell White*



E & B PAVING, LLC. - Bloomington Area

Address: 2520 W Industrial Park Drive
Bloomington, IN 47404

Phone: 812-334-7940

Fax: 812-334-7941

e-mail: keith.spenner@ebpaving.com

Date: 6/2/2020

Bid #: 35200324CO2

Re: West Allen Street Traffic Calming
Additional flagging to help with traffic flow @ Mother Hubbards Cupboard

To: City of Bloomington

Attn: Russel White

We propose to furnish all labor, tools, material, equipment, insurance and supervision to complete the necessary work listed below. We agree all work shall be performed in a workman like manner to meet your requirements.

E&B Paving -

Labor Cost = \$0.00
20% Labor OH& P = \$0.00
Labor Total = \$0.00

Material & Equip Cost = \$0.00
12% Material & Equip OH& P = \$0.00
Material & Equipment Total = \$0.00
E&B Paving Total = \$0.00

Subcontractor - Road safe - see attached

Subcontractor Subtotal = \$3,340.54
Subtotal \$3,340.54
7% OH & Profit = \$233.84
Subcontractor Totals = \$3,574.38

GRAND TOTAL = \$3,574.38

Price Excludes:

Notes: No bond or permits included.
Sales Tax is not included in our pricing.

Prices quoted are subject to change if not accepted within 30 days from the date of this quotation.

All work is to be completed in a substantial workman like manner, according to specifications submitted, per standard practices. Any alteration or deviation from above specifications, involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Work cannot be scheduled until a signed copy of this proposal is returned to our office

Proposed by E & B Paving, LLC. - 
Keith Spenner, Mobile: 317-501-0024

Accepted by: _____
Company Name & Title Date

E & B Paving, LLC. is an Equal Opportunity Employer



IN20026

PR GROUP 10 MIDWEST

EMPLOYEE	DATE	PROJECT	UNION	RATE	HR	TK	AMT	TASK
16093 BRUMMETT JAMES	4/14/2020	IN20026	IN274/LAB	25.35	6		\$152.10	FLG
	4/14/2020	IN20026	H/W	15.86	6		\$95.16	FLG
PT9325	4/14/2020	IN20026		15.17	6		\$91.02	FLG
							<u>\$338.28</u>	
16093 BRUMMETT JAMES	4/15/2020	IN20026	IN274/LAB	25.35	5.5		\$139.43	FLG
	4/15/2020	IN20026	H/W	15.86	5.5		\$87.23	FLG
PT9325	4/15/2020	IN20026		15.17	5.5		\$83.44	FLG
							<u>\$310.09</u>	
16093 BRUMMETT JAMES	4/16/2020	IN20026	IN274/LAB	25.35	6		\$152.10	FLG
	4/16/2020	IN20026	H/W	15.86	6		\$95.16	FLG
PT9325	4/16/2020	IN20026		15.17	6		\$91.02	FLG
							<u>\$338.28</u>	
16979 ETCHISON BRETT ETHAN	4/21/2020	IN20026	IN274/LAB	25.35	7		\$177.45	FLG
	4/21/2020	IN20026	H/W	15.86	7		\$111.02	FLG
PT9325	4/21/2020	IN20026		15.17	7		\$106.19	FLG
							<u>\$394.66</u>	
16979 ETCHISON BRETT ETHAN	4/22/2020	IN20026	IN274/LAB	25.35	7.25		\$183.79	FLG
	4/22/2020	IN20026	H/W	15.86	7.25		\$114.99	FLG
PT9325	4/22/2020	IN20026		15.17	7.25		\$109.98	FLG
							<u>\$408.76</u>	
16979 ETCHISON BRETT ETHAN	4/23/2020	IN20026	IN274/LAB	25.35	7.25		\$183.79	FLG
	4/23/2020	IN20026	H/W	15.86	7.25		\$114.99	FLG
PT9325	4/23/2020	IN20026		15.17	7.25		\$109.98	FLG
							<u>\$408.76</u>	
15816 PRUETT COREY	4/28/2020	IN20026	IN274/LAB	25.35	6.75		\$171.11	FLG
	4/28/2020	IN20026	H/W	15.86	6.75		\$107.06	FLG
PT9325	4/28/2020	IN20026		15.17	6.75		\$102.40	FLG
							<u>\$380.57</u>	
15816 PRUETT COREY	4/29/2020	IN20026	IN274/LAB	25.35	6.75		\$171.11	FLG
	4/29/2020	IN20026	H/W	15.86	6.75		\$107.06	FLG
PT9325	4/29/2020	IN20026		15.17	6.75		\$102.40	FLG
							<u>\$380.57</u>	
15816 PRUETT COREY	4/30/2020	IN20026	IN274/LAB	25.35	6.75		\$171.11	FLG
	4/30/2020	IN20026	H/W	15.86	6.75		\$107.06	FLG
PT9325	4/30/2020	IN20026		15.17	6.75		\$102.40	FLG
							<u>\$380.57</u>	

CHANGE ORDER



Project Name:
Allen Street Traffic Calming

Contractor:
E & B Paving, Inc.
2520 W. Industrial Park Drive
Bloomington, Indiana 47404

Change Order Number: 2

Date of Change Order: Thursday, June 4, 2020

Engineer's Project #:

NTP Date: Tuesday, February 11, 2020

Allowable Calendar Days: 60 (includes holiday's)

Original Completion Date: Sunday, May 31, 2020

Requested By:

Owner	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
Contractor	<input type="checkbox"/>
Field	<input type="checkbox"/>
Other	<input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Road Safe Flagger used to eleivate congeston	1	lump Sum /	\$3,574.38
2			/	\$0.00
3			/	\$0.00
4			/	\$0.00
5			/	\$0.00
6			/	\$0.00
7			/	\$0.00
8			/	\$0.00
9			/	\$0.00

The original Contract Sum:	\$174,960.00
The net change by previously authorized Change Orders:	\$25,025.35
The Contract Sum prior to this Change Order was:	\$199,985.35
The Contract Sum will be changed by this Change Order in the amount of:	\$3,574.38
The new Contract Sum including this Change Order will be:	\$203,559.73
The Contract Time will be changed by:	0 days
The date of Substantial Completion as of the date of this Change Order therefore is:	Sunday, May 31, 2020

(Note: This Change Order does not include changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

Planning and Transportation
Inertim Transportation & Traffic Engineer

401 North Morton Street
ADDRESS

Neil Kopper
TYPED / PRINTED NAME

SIGNATURE

E & B Paving, Inc.
CONTRACTOR

2520 W. Industrial Park Drive
Bloomington, Indiana 47404
ADDRESS

TYPED / PRINTED NAME

SIGNATURE

Board of Public Works
OWNER

401 North Morton Street
ADDRESS

Kyla Cox Deckard
TYPED / PRINTED NAME

SIGNATURE



Board of Public Works Staff Report

Project/Event: Adams Street Sidewalk and Intersection Improvements Change Order #6

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Russell White

Date: 06/23/2020

Report: On December 10, 2019, the Adams Street Sidewalk and Intersection Improvements Project was awarded to Milestone Contactors LP. This contract includes construction of a sidewalk along the east side of Adams Street from Patterson Drive to Kirkwood Avenue. This project includes traffic signal equipment at Adams Street and Kirkwood Avenue and physically protected bicycle lanes. This change order is the result of a relocation of a signal hand hole related to the change to the island at Kirkwood and Adams to accommodate the Fire Department. If approved this change order will result in an increase of \$2,654.92. The adjusted total contract sum would be \$1,264,024.50.



Recommendation and Supporting Justification: This change order is the result of a relocation of a signal hand hole related to the change to the island at Kirkwood and Adams to accommodate the Fire Department. If approved these change orders will result in an increase of \$2,654.92. The adjusted total contract sum would be \$1,264,024.50. Staff recommends approval of change orders #6 for the Adams Street Sidewalk and Intersection Improvements.

Recommend **Approval** **Denial by:** *Russell White*

CHANGE ORDER



Project Name:

Adams Street Sidewalk

Contractor:

Milestone Contractors LP
4755 W Arlington Road
Bloomington, Indiana 47404

Change Order Number: 6

Date of Change Order: Thursday, June 11, 2020

Engineer's Project #:

NTP Date: Friday, April 3, 2020
Allowable Calendar Days: 120 (includes holiday's)
Original Completion Date: Thursday, July 30, 2020

Requested By:

Owner	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
Contractor	<input type="checkbox"/>
Field	<input type="checkbox"/>
Other	<input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Handhole Relocate/Layout/Regrading	1.00 Lump Sum	/ \$2,654.92	\$2,654.92
2			/	\$0.00
3			/	\$0.00
4			/	\$0.00
5			/	\$0.00
6			/	\$0.00
7	####		/	\$0.00
8			/	\$0.00
9			/	\$0.00

The original Contract Sum:	\$1,259,943.00
The net change by previously authorized Change Orders:	\$1,261,369.58
The Contract Sum prior to this Change Order was:	\$1,261,369.58
The Contract Sum will be changed by this Change Order in the amount of:	\$2,654.92
The new Contract Sum including this Change Order will be:	\$1,264,024.50
The Contract Time will be changed by:	0 days
The date of Substantial Completion as of the date of this Change Order therefore is:	Thursday, July 30, 2020

(Note: This Change Order does not include changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

<p><u>Planning and Transportation</u> Interim Transportation & Traffic Engineer</p> <p><u>401 North Morton Street</u> ADDRESS</p> <p><u>Neill Kopper</u> TYPED / PRINTED NAME</p> <p>_____ SIGNATURE</p>	<p><u>Milestone Contractors LP</u> CONTRACTOR</p> <p><u>4755 W Arlington Road</u> Bloomington, Indiana 47404 ADDRESS</p> <p>_____ TYPED / PRINTED NAME</p> <p>_____ SIGNATURE</p>	<p><u>Board of Public Works</u> OWNER</p> <p><u>401 North Morton Street</u> ADDRESS</p> <p><u>Kyla Cox Deckard</u> TYPED / PRINTED NAME</p> <p>_____ SIGNATURE</p>
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Board of Public Works Staff Report

Project/Event: Adams Street Sidewalk and Intersection Improvements Change Order #7
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Russell White
Date: 06/23/2020

Report: On December 10, 2019, the Adams Street Sidewalk and Intersection Improvements Project was awarded to Milestone Contactors LP. This contract includes construction of a sidewalk along the east side of Adams Street from Patterson Drive to Kirkwood Avenue. This project includes traffic signal equipment at Adams Street and Kirkwood Avenue and physically protected bicycle lanes. This change order is the result of a plan amendment to provide a power supply to a signal pole. If approved this change order will result in an increase of \$3,054.60. The adjusted total contract sum would be \$1,267,079.10.



Recommendation and Supporting Justification: This change order is the result of a plan amendment to provide a power supply to a signal pole. If approved this change order will result in an increase of \$3,054.60. The adjusted total contract sum would be \$1,267,079.10. Staff recommends approval of change order #7 for the Adams Street Sidewalk and Intersection Improvements.

Recommend **Approval** **Denial by:** *Russell White*

Board of Public Works
Staff Report

CHANGE ORDER



Project Name:

Adams Street Sidewalk

Contractor:

Milestone Contractors LP
4755 W Arlington Road
Bloomington, Indiana 47404

Change Order Number: 7

Date of Change Order: Thursday, June 11, 2020

Engineer's Project #:

NTP Date: Friday, April 3, 2020
Allowable Calendar Days: 120 (includes holiday's)
Original Completion Date: Thursday, July 30, 2020

Requested By:

Owner	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
Contractor	<input type="checkbox"/>
Field	<input type="checkbox"/>
Other	<input type="checkbox"/>

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Pedestal Mounted Underground service	1.00 Lump Sum	/ \$3,054.60	\$3,054.60
2			/	\$0.00
3			/	\$0.00
4			/	\$0.00
5			/	\$0.00
6			/	\$0.00
7	####		/	\$0.00
8			/	\$0.00
9			/	\$0.00

The original Contract Sum:	\$1,259,943.00
The net change by previously authorized Change Orders:	\$1,261,369.58
The Contract Sum prior to this Change Order was:	\$1,261,369.58
The Contract Sum will be changed by this Change Order in the amount of:	\$3,054.60
The new Contract Sum including this Change Order will be:	\$1,264,424.18
The Contract Time will be changed by:	0 days
The date of Substantial Completion as of the date of this Change Order therefore is:	Thursday, July 30, 2020

(Note: This Change Order does not include changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

<p>_____ Planning and Transportation Interim Transportation & Traffic Engineer</p> <p>_____ 401 North Morton Street ADDRESS</p> <p>_____ Neil Kopper TYPED / PRINTED NAME</p> <p>_____ SIGNATURE</p>	<p>_____ Milestone Contractors LP CONTRACTOR</p> <p>_____ 4755 W Arlington Road Bloomington, Indiana 47404 ADDRESS</p> <p>_____ TYPED / PRINTED NAME</p> <p>_____ SIGNATURE</p>	<p>_____ Board of Public Works OWNER</p> <p>_____ 401 North Morton Street ADDRESS</p> <p>_____ Kyla Cox Deckard TYPED / PRINTED NAME</p> <p>_____ SIGNATURE</p>
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Board of Public Works Staff Report

Project/Event: Request from Snedegar Construction, Inc. for full closure on N Fee Ln

Staff Representative: Paul Kehrberg

Petitioner/Representative: Trent Stogsdill, Snedegar Construction, Inc.

Date: June 22nd, 2020

Report: Snedegar Construction, Inc. is requesting a full street closure on N Fee Ln from E 13th St to E 17th St. This will include sidewalk closures as well. They are working on a steam project for IU, and this request is to accommodate that work. Traffic control would be in place from July 2nd to July 16th.

Snedegar has supplied maintenance of traffic plans for all of the work. IU is aware of the project.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Snedegar Construction, Inc. for the full closure on N Fee Ln.

Recommend Approval Denial by

Paul Kehrberg



May 19, 2020

Board of Public Works

City of Bloomington

401 N. Morton Street

Bloomington, IN 47401

RE: Fee Lane, Requested Lane Restrictions

Dear Board Members,

Snedegar Construction, Inc. is planning on excavating for an IU Steam Line from an existing steam manhole south of the Mcnutt Circle, heading east across Fee Lane to feed the Foster Quad Steam Project. In order to facilitate this project Snedegar Construction will need a road closure between 17th Street and Fee Lane, and 13th Street and Fee Lane (this should also include the closure of the sidewalks for the aforementioned roads). Snedegar Constructions maintenance of traffic plan is to detour traffic around using N Woodlawn Ave. Snedegar Construction is requesting these closures from July 2,2020 through July 16,2020.

Snedegar Construction will coordinate with the City of Bloomington, City of Bloomington Utilities, Law enforcement, and transit providers to assure that this restriction and closure is well communicated. Therefore, Snedegar Construction respectfully request that the Board of Public Works approves the restrictions closure for the aforementioned areas from July 2,2020 through July 16,2020.

Sincerely,

Trent Stogsdill, Supervisor/Foreman

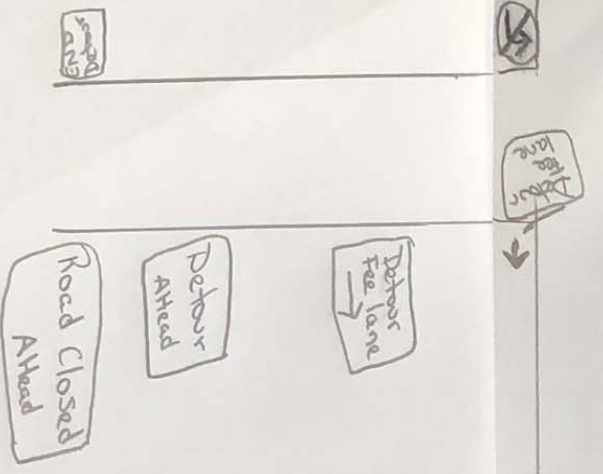
Snedegar Construction, Inc.

6935 S Old State Road 37, Bloomington, Indiana 47403

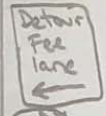
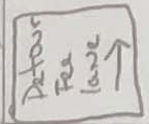
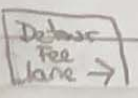
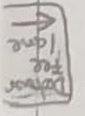
Phone: 812-824-6889

Fax: 812-824-4801

Email: info@snedegar-construction.com

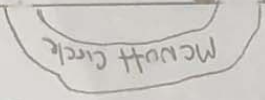


East 17th Street

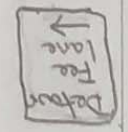


Road closed N
Suisun
Housing

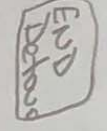
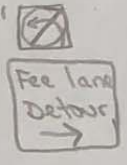
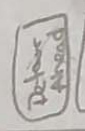
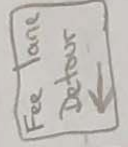
North Walnut Grove



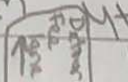
North Fee lane



Road Closed
North Housing



Northwood Lane



Attn Sarah Gomez 1 of 3



City of Bloomington

Public Works Department

401 N Morton Street, Suite 120
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3410
Fax: (812) 349-3520
Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application

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

Location: Fee Lane (Street) 17th & Fee Lane (From) 13th & Fee (To)

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

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: Steam line Foster Quad

Date(s) of Closure: From 7-2-20 To 7-16-20
> 2 weeks? Yes No
Start Time: 7:00 a.m. / p.m.
End Time: 6:00 a.m. / p.m.

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: Snedegar Construction
Contact Person (Printed Name): Trent Stogsdill
Contact Email: tstogsdill@snedegar-construction.com Contact Phone No.: 812-327-6102
Signature: Trent Stogsdill Date: 5-19-20

For Administration Use Only

Approved By: _____ BPW Staff Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Request to close the southbound lane of North Fee Lane
Staff Representative: Paul Kehrberg
Petitioner/Representative: Joel Stevens, Indiana University
Date: June 23rd, 2020

Report: Milestone Contractors, LP is requesting to close the southbound lane of N Fee Ln from June 24th to August 7th. N Fee Ln would remain open for northbound traffic. This closure request will accommodate the construction of an asphalt side path along the west side of the street.

The detour route for southbound traffic will utilize the SR 45/46 Bypass and E 17th St. They have also sent notices to property owners to inform them of the upcoming project and lane closure.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to who for the temporary traffic control on location.

Recommend Approval Denial by

Paul Kehrberg

June 9, 2020

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



Re: North Fee Lane - Requested Road Restriction

Dear Board Members:

Indiana University ("IU") is planning a recreational path project on the west side of North Fee Lane between 17th Street and the SR 46 Bypass. An asphalt path is to be built and will involve excavation and paving for an at-grade path, and also include minor culvert work. ADA-compliant ramps and drive aprons will be built as part of the path project. The work is entirely on the west side of Fee Lane. We are representing IU as its design consultant.

On behalf of IU, we are requesting the temporary closure of the southbound lane of Fee Lane between 17th Street and the SR 46 Bypass. IU will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. The request is made in order to maximize the safety of the workers and the traveling public, as well as to expedite the work itself. It is intended that the western lane (southbound) of Fee Lane will be closed to allow the use of that space for trucks, equipment and material movement.

This road restriction is anticipated to be in place for no more than 45 days, starting no earlier than June 24 and ending no later than August 7.

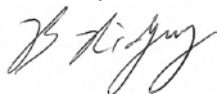
Fee Lane will continue to function as a northbound corridor (ONLY) through the project area.

Southbound traffic on Fee Lane will be detoured to use the SR 46 bypass around to 17th Street, then back to Fee Lane. Signage and barricades will be posted to meet City requirements for a formally posted detour. During this time, properties and facilities which access Fee Lane will have to turn northbound and use the roadway in a loop. Side roads and access drives on the west side of Fee Lane will be closed intermittently for work at each location. East side properties will not be impacted other than the need to travel northbound only.

On behalf of IU, we respectfully request that the Board of Public Works approves the restrictions referenced above.

If you have questions, you may contact me as listed below.

Sincerely,



Brock Ridgway, P.E
Project Manager



June 9, 2020

To: Unitarian Universalist Church of Bloomington
Attn: Carol Marks, Administrator
2120 N. Fee Lane
Bloomington, IN 47408



From: Brock Ridgway, P.E.
Eagle Ridge Civil Engineering Services, LLC

Re: **Upcoming Work along North Fee Lane
Construction of a Paved Path along the West side of Fee Lane**

On behalf of Indiana University, this letter is to inform you of upcoming construction work along Fee Lane that will temporarily alter traffic flow in your area. We are representing the University as its design consultant on this project.

An asphalt path is to be built along the west side of Fee Lane to link existing sidewalks between 17th Street and the SR 46 Bypass. The work will involve excavation and paving and minor culvert work. ADA-compliant ramps and drive aprons will be built as part of the path project. The work is entirely on the west side of Fee Lane.

In order to maximize the safety of the workers and the traveling public, as well as to expedite the work itself, the western lane (southbound) of Fee Lane will be closed to allow the use of that space for trucks, equipment and material movement.

Fee Lane will continue to function as a northbound corridor (ONLY) through the project area.

Southbound traffic on Fee Lane will be detoured to use the SR 46 bypass around to 17th Street, then back to Fee Lane. During this time, your property will be accessible from the south only, using a right turn off of northbound Fee Lane. When exiting, it will be necessary to turn right toward the bypass before continuing either east or west from there. Jordan Avenue will also be open during this time as another possible point at which to enter the corridor.

This road restriction is anticipated to be in place for no more than 45 days, starting no earlier than June 24 and ending no later than August 7.

Just to reiterate, at NO time will access to your property be closed. It will be necessary to come to the property from the south, and follow a right turn in, right turn out pattern.

If you have questions, you may contact me as listed below. Please be safe through the construction zone and they should be completed in a relatively short time. Then we hope you will enjoy the new path when it is opened.

Sincerely,

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

Brock Ridgway, P.E.
Project Manager



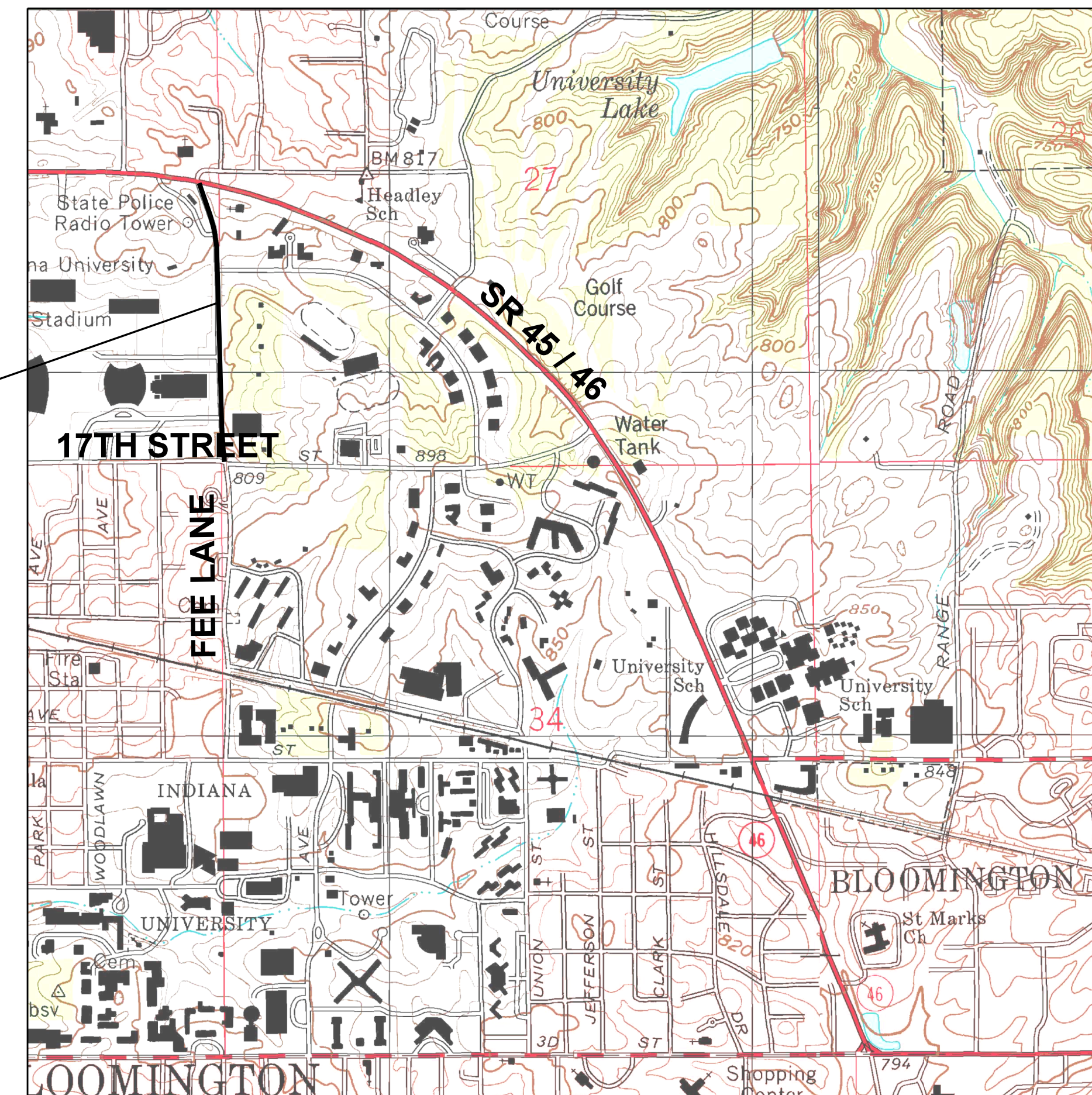
INDIANA UNIVERSITY BLOOMINGTON FEE LANE PEDESTRIAN IMPROVEMENTS BLOOMINGTON, INDIANA

I.U. PROJECT No. 20192550

INDEX OF DRAWINGS

- 1 TITLE SHEET, INDEX
- 2 GENERAL NOTES, LEGEND, UTILITY DATA, SUMMARY OF QUANTITIES TABLE
- 3 PAVING AND MISCELLANEOUS DETAILS
- 4-5 MULTI-USE PATH PLANS
- 6-7 MAINTENANCE OF TRAFFIC/EROSION CONTROL PLANS

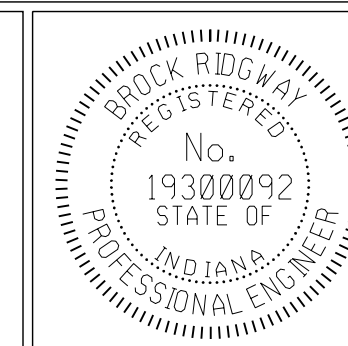
PROJECT SITE



LOCATION MAP

INDIANA UNIVERSITY
BLOOMINGTON, INDIANA

C:\Projects\2019\20192550\Drawings\TitleSheet.dgn 3/17/21 AM 4/27/2020

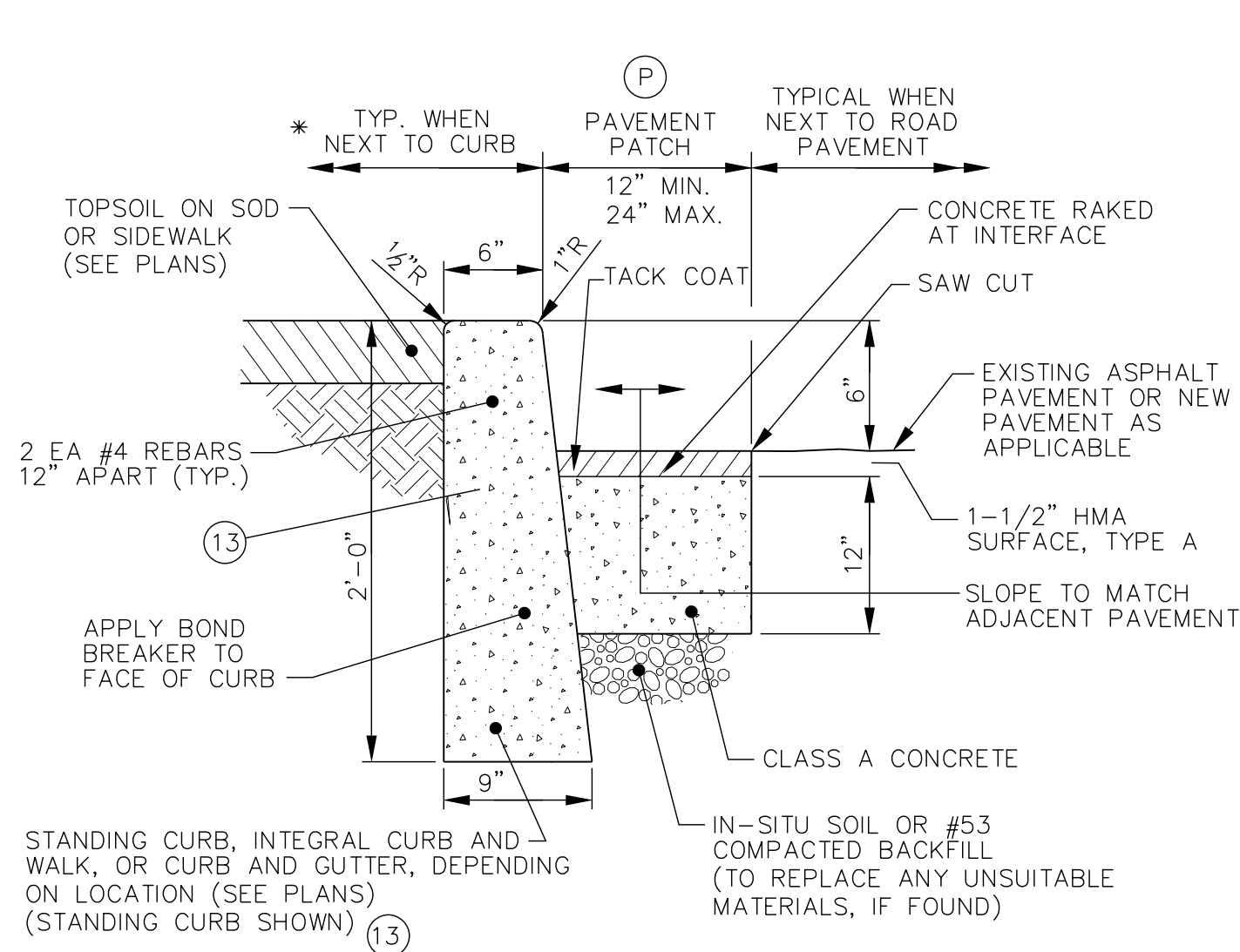


RECOMMENDED FOR APPROVAL: *B. Ridway* 4-27-2020 DATE
DESIGNED: BR DRAWN: SCS
CHECKED: MT CHECKED: BR

INDIANA UNIVERSITY BLOOMINGTON
FEE LANE PEDESTRIAN IMPROVEMENTS

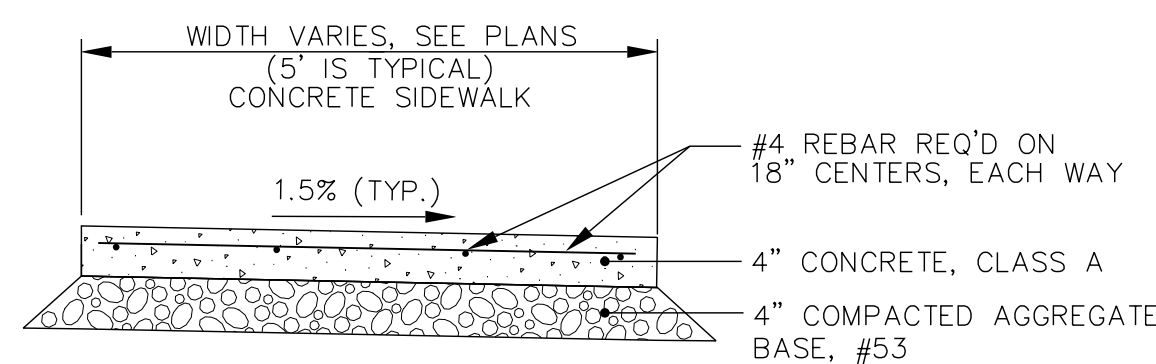
TITLE SHEET, INDEX

HORIZONTAL SCALE	BRIDGE FILE
VERTICAL SCALE	N/A
N/A	ERCES PROJECT
SURVEY BOOK	SHEETS
N/A	1 of 7
CONTRACT	IU PROJECT NUMBER
N/A	20192550



13 P PAVEMENT PATCH / CONCRETE CURB DETAIL
NTS

- NOTES:
 * 1. AREA BEHIND CURBS TO RECEIVE TREATMENT AS SHOWN ON PLANS.
 2. REFER TO CURB JOINTS NOTES FOR CURB JOINTING.
 3. PAVEMENT PATCHING MAY NOT BE REQUIRED IF EXISTING PAVEMENT CAN BE REMOVED TO A CLEAN AND STRAIGHT EDGE AT FRONT OF PROPOSED CURB OR GUTTER. OWNER APPROVAL IS REQUIRED.
 4. PAVEMENT PATCHING REQUIRED WHEREVER PAVEMENT IS CUT FOR PIPE WORK, AND WHERE EXISTING PAVEMENT IS DAMAGED TO COMPLETE THE REQUIRED CURB, DRIVE OR SIDEWALK WORK.



F TYPICAL SIDEWALK DETAIL
NTS

SIDEWALK JOINT NOTES:

- INSTALL 1/2" PREFORMED JOINT FILLER BETWEEN SIDEWALKS AND ANY OTHER FIXED FEATURES (CURBS, STEPS, RAMPS, BUILDINGS, ETC.)
- IN EACH SIDEWALK SEGMENT, TOOL CONSTRUCTION JOINTS AT EVEN SPACING BUT NO MORE THAN 6' MAXIMUM APART. INSTALL AN EXPANSION JOINT WITH 1/2" PREFORMED JOINT FILLER AT A MAXIMUM SPACING EVERY 30' IN SIDEWALKS, AND AT EACH SIDEWALK CONNECTION TO OTHER SIDEWALKS, AT CURBS, AND AT RAMPS.
- CONTRACTION AND EXPANSION JOINTS SHALL BE INSTALLED BY TOOLING, BUT FINAL SURFACE SHALL BE BROOM FINISHED. NO "WINDOW-PANE" OR SIMILAR TOOLING SHALL BE USED.

CONCRETE SLAB JOINT NOTES:

- CONCRETE SLAB CONSTRUCTION AND EXPANSION JOINTS SHALL BE IN ACCORDANCE WITH INDOT STANDARDS.

CURB JOINT NOTES:

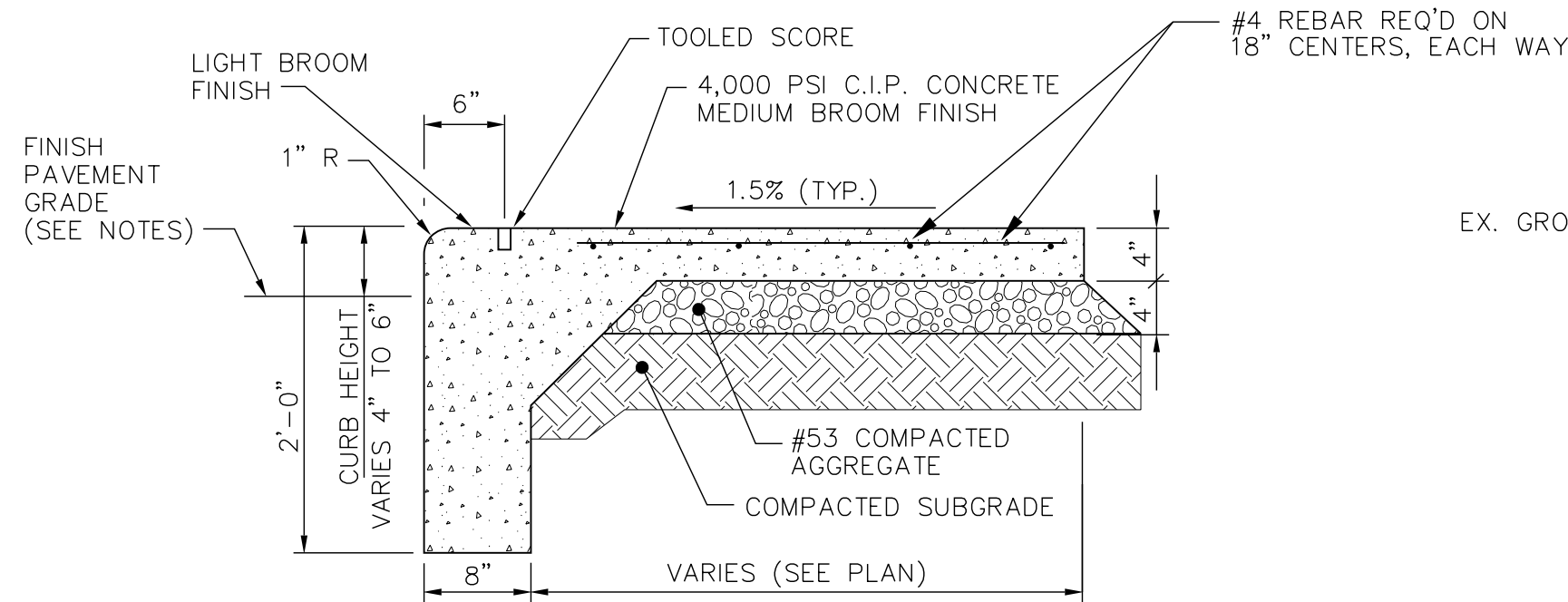
- ALL CURBS SHALL RECEIVE A FULL DEPTH EXPANSION JOINT FORMED WITH 1/2" PREFORMED JOINT FILLER AT THE FOLLOWING LOCATIONS:
 - EVERY EXPANSION JOINT IN ADJACENT SIDEWALKS OR MEDIAN BUFFER STRIP
 - AT EACH RADIUS POINT
 - ON EITHER SIDE OF CURB INLETS OR OTHER CASTINGS
 - AT SAWCUT LIMITS OF REMOVAL TO ANY EXISTING CURB
 - AT 100' MAXIMUM INTERVALS, IF NO OTHER JOINTS NEEDED

CURB RAMPS AND TRUNCATED DOMES:

- RAMPS TO BE CONSTRUCTED AT A MAXIMUM 12:1 SLOPE TO A LANDING AREA FOR ENTRY ONTO ROADWAY PER PLANS.

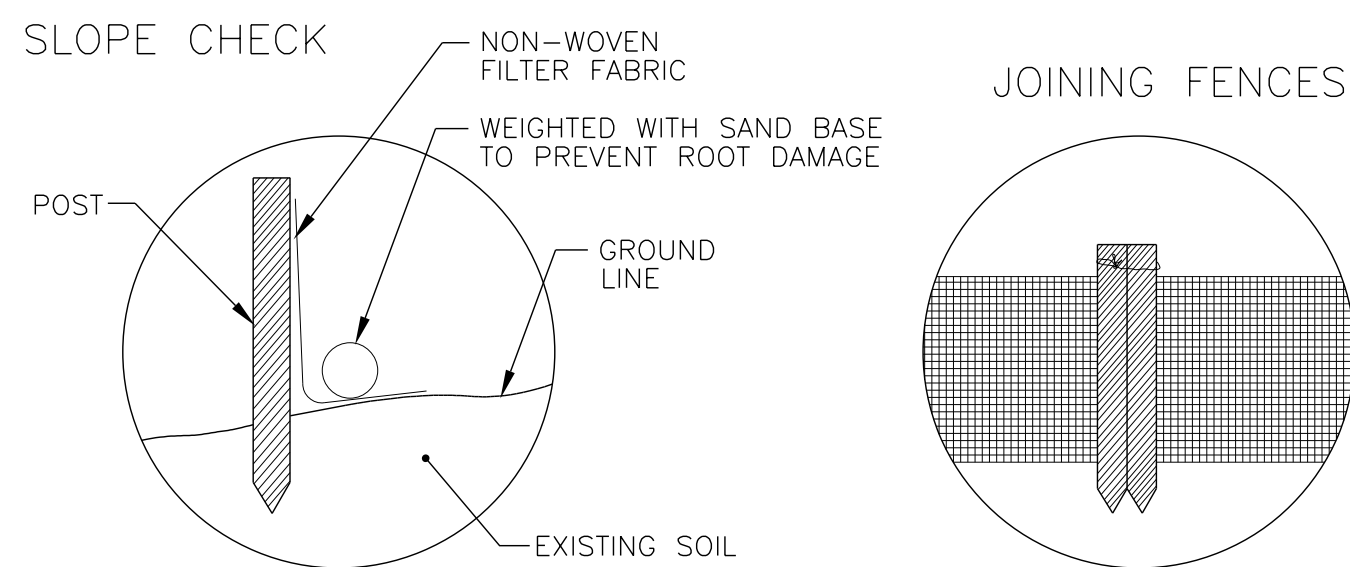
GENERAL REQUIREMENTS:

- FLAGGER OPERATIONS AND TEMPORARY SIGNAGE IN ACCORDANCE WITH INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ARE REQUIRED FOR ALL LANE RESTRICTIONS.
- ALL SIGNS TO BE MOUNTED ON STANDARDS.
- ALL SIGNS, BARRICADES AND DRUMS TO BE MOUNTED WITH A TYPE C (STEADY BURN) WARNING LIGHT AND MAINTAINED DUSK TO DAWN.



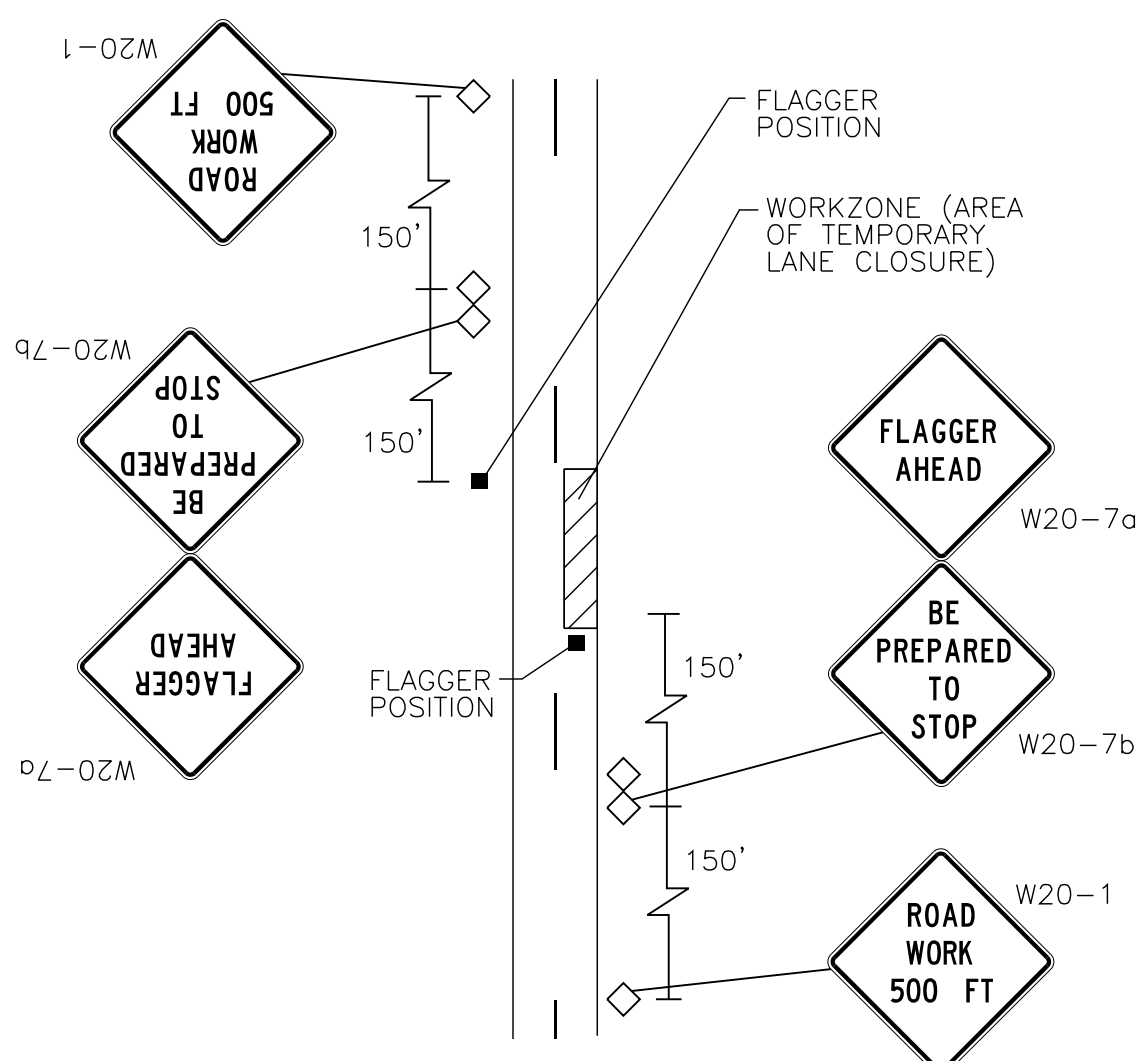
IC INTEGRAL CURB AND WALK
NTS

- NOTES:
 1. HAND FINISH CURB TO A 6" DEPTH (TYP.)
 2. THIS DETAIL MAY BE USED WHERE NEW CONCRETE WALKS ARE NEXT TO NEW CURBS AT THE CONTRACTOR'S OPTION.
 3. USE IN CONJUNCTION WITH PAVEMENT PATCH DETAIL.



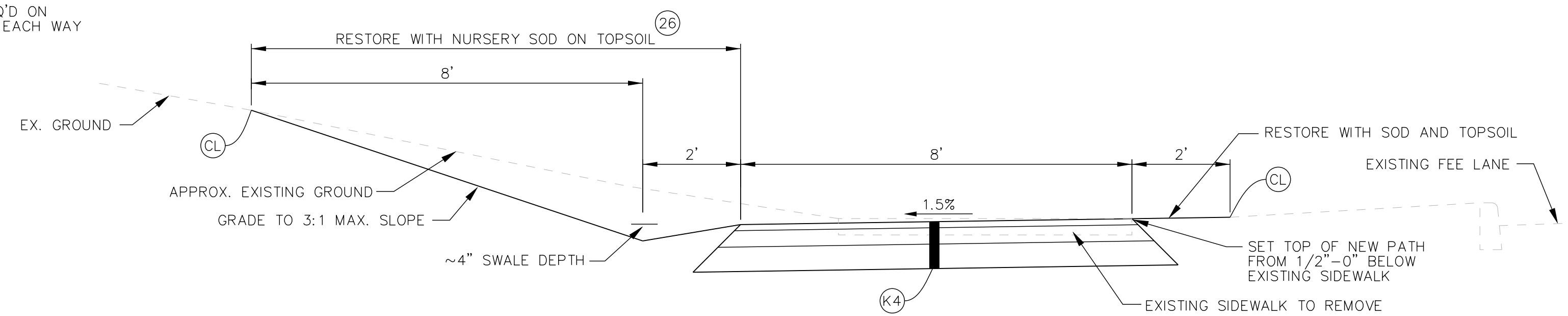
SILT FENCE DETAIL
NTS

WHEN JOINING TWO OR MORE SILT FENCES TIE THE TWO END POSTS TOGETHER WITH EXISTING NYLON CORDS.

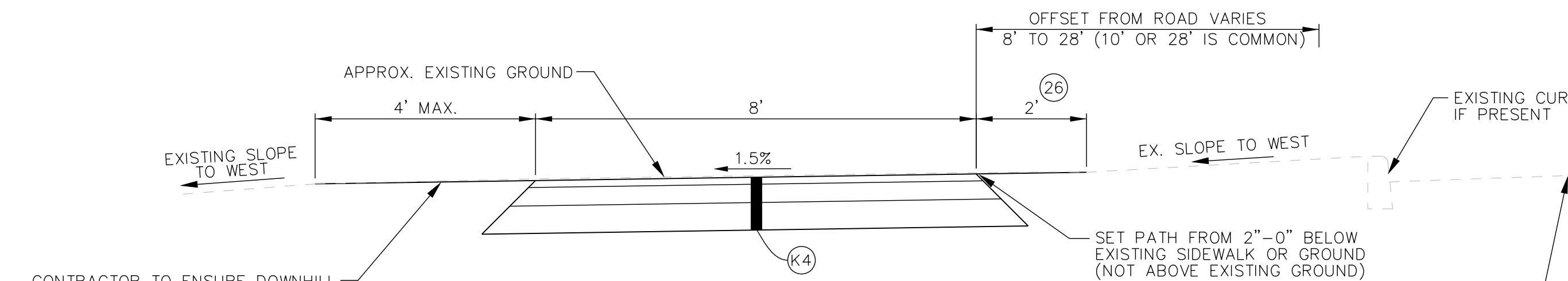


TYPICAL LANE RESTRICTIONS ON PUBLIC ROADS USING FLAGGER (IF NEEDED)
NTS

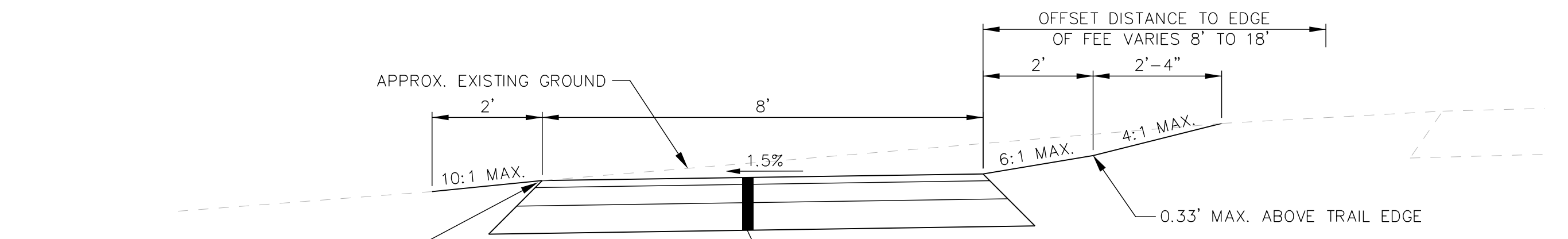
NOTE:
 DISTANCES SHALL BE ADJUSTED TO FIELD CONDITIONS WHERE SPACE IS LIMITED.
 THIS DETAIL MAY BE USED ONLY DURING DAYTIME HOURS AND A FLAGGER OPERATION IS PREFERRED. IT SHALL NOT BE USED WHERE PATCHING OPERATIONS ARE LEFT UNFINISHED OVERNIGHT WITHOUT ATTENDANTS.



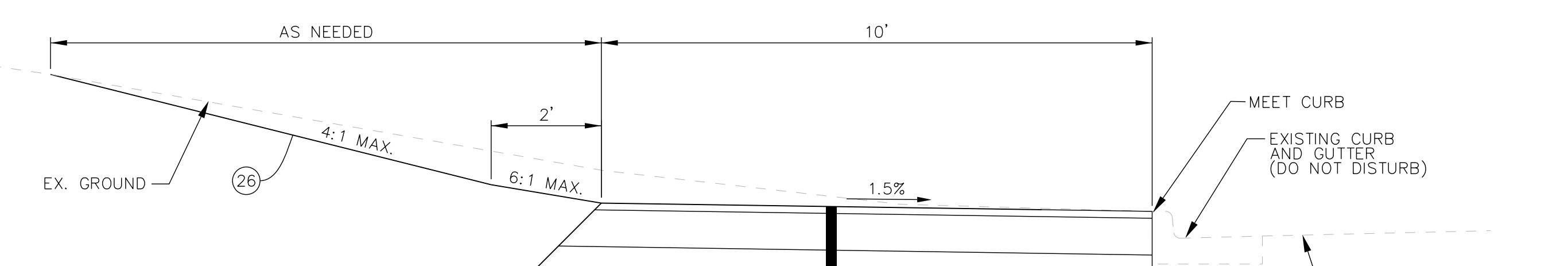
TYPICAL PATH SECTION A - A (LOOKING NORTH)
NTS



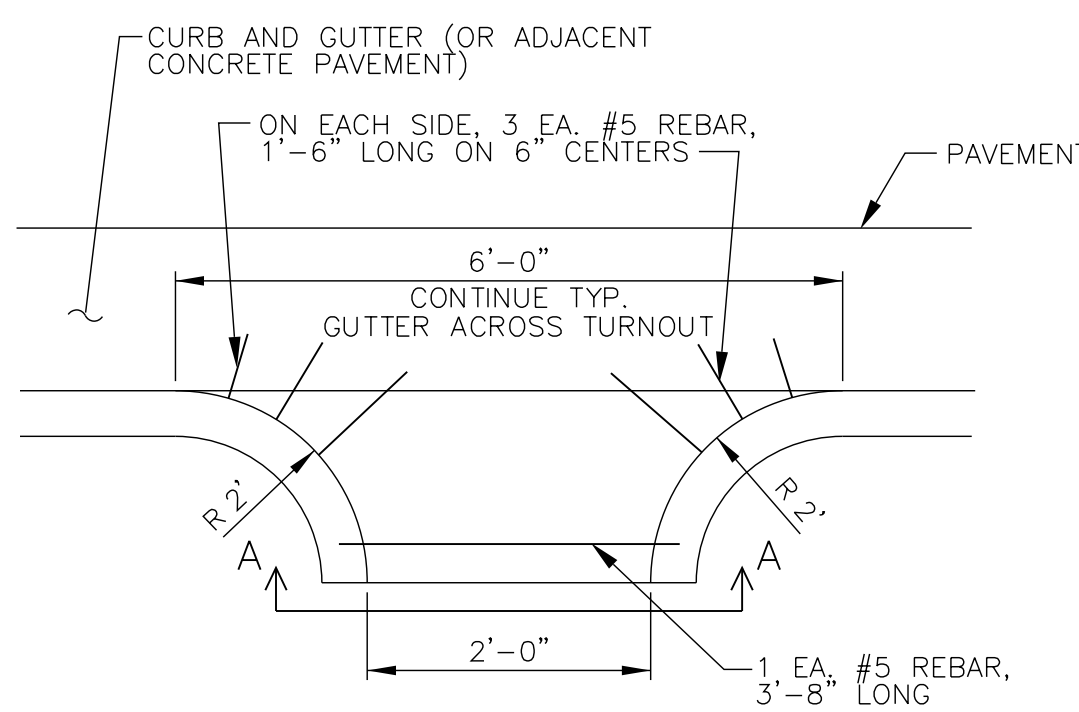
TYPICAL PATH SECTION B - B (LOOKING NORTH)
NTS



TYPICAL PATH SECTION C - C (LOOKING NORTH)
NTS

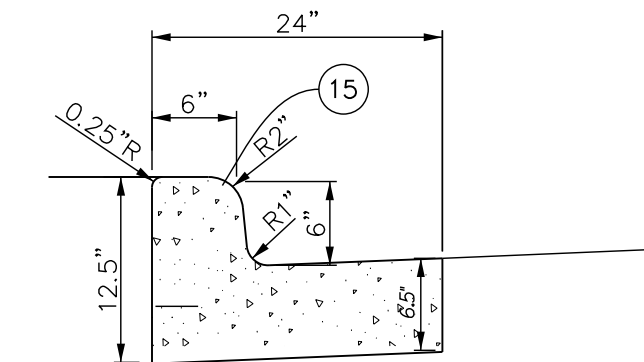


TYPICAL PATH SECTION D - D (LOOKING NORTH)
NTS

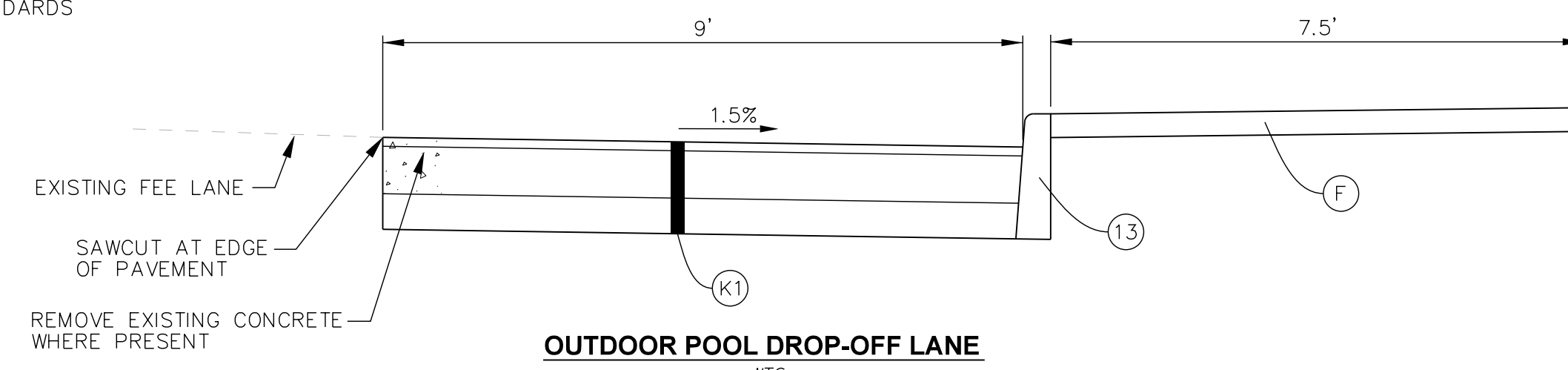


CONCRETE CURB AND GUTTER TURNOUT DETAIL
NTS (SEE PLANS FOR LOCATIONS)

AS AN ALTERNATIVE TO THE GUTTER SECTION SHOWN, TURNOUT SHALL BE CONNECTED TO ADJACENT SLAB BY DRILLED AND EPOXIED REINFORCING BARS



15 CURB AND GUTTER DETAIL
NTS

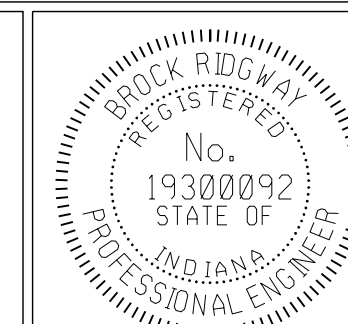


OUTDOOR POOL DROP-OFF LANE
NTS

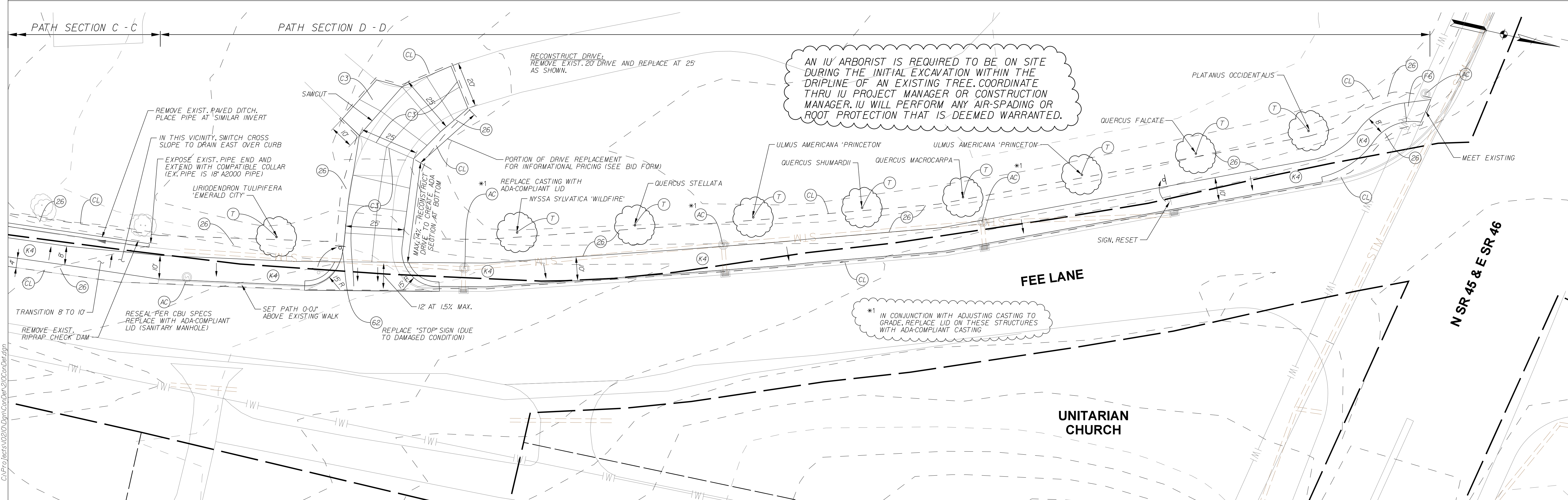
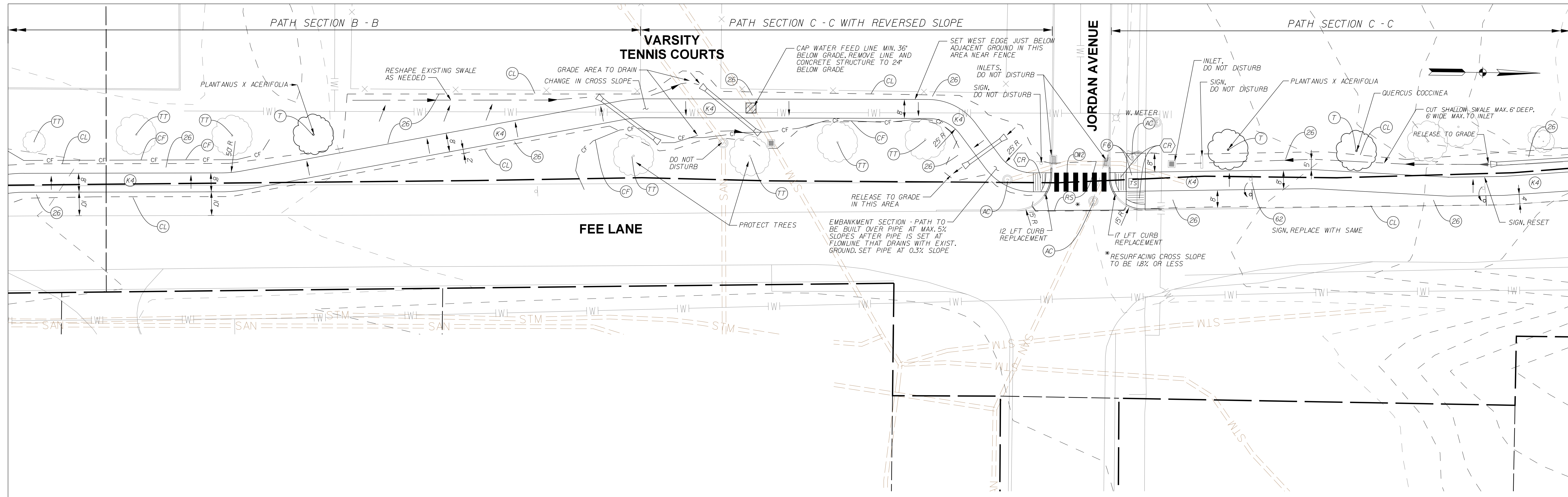
INDIANA UNIVERSITY BLOOMINGTON
 FEE LANE PEDESTRIAN IMPROVEMENTS

PAVING AND MISCELLANEOUS DETAILS

HORIZONTAL SCALE	BRIDGE FILE
VERTICAL SCALE	N/A
N/A	ERCES PROJECT
N/A	10210
SURVEY BOOK	SHEETS
N/A	3 of 7
CONTRACT	IU PROJECT NUMBER
N/A	20192550



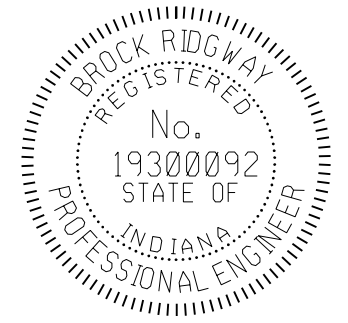
RECOMMENDED FOR APPROVAL	<i>B. Dwyer</i>	DESIGN ENGINEER	4-27-2020
DESIGNED:	BR	DRAWN:	SCS
CHECKED:	MT	CHECKED:	BR



AN IU ARBORIST IS REQUIRED TO BE ON SITE DURING THE INITIAL EXCAVATION WITHIN THE DRIPLINE OF AN EXISTING TREE. COORDINATE THRU IU PROJECT MANAGER OR CONSTRUCTION MANAGER. IU WILL PERFORM ANY AIR-SPADING OR ROOT PROTECTION THAT IS DEEMED WARRANTED.

*1 IN CONJUNCTION WITH ADJUSTING CASTING TO GRADE, REPLACE LID ON THESE STRUCTURES WITH ADA-COMPLIANT CASTING

Plan 02
 4/27/2020
 C:\Pro\fees\1020\Draw\Com\01\1000\Der\dgn

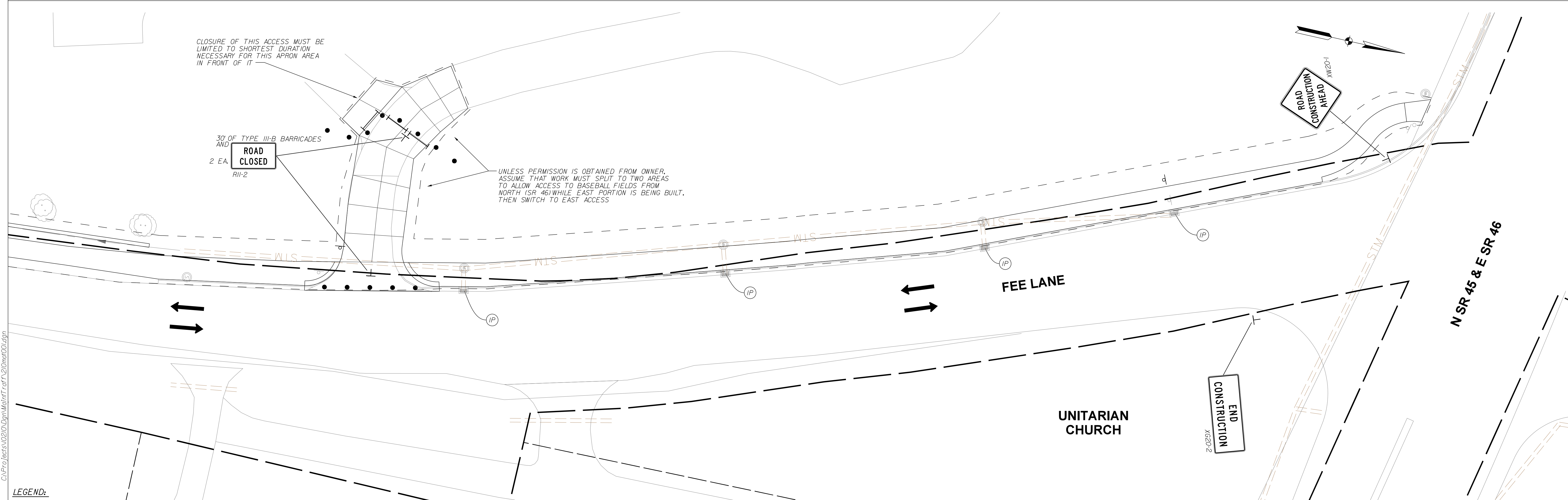
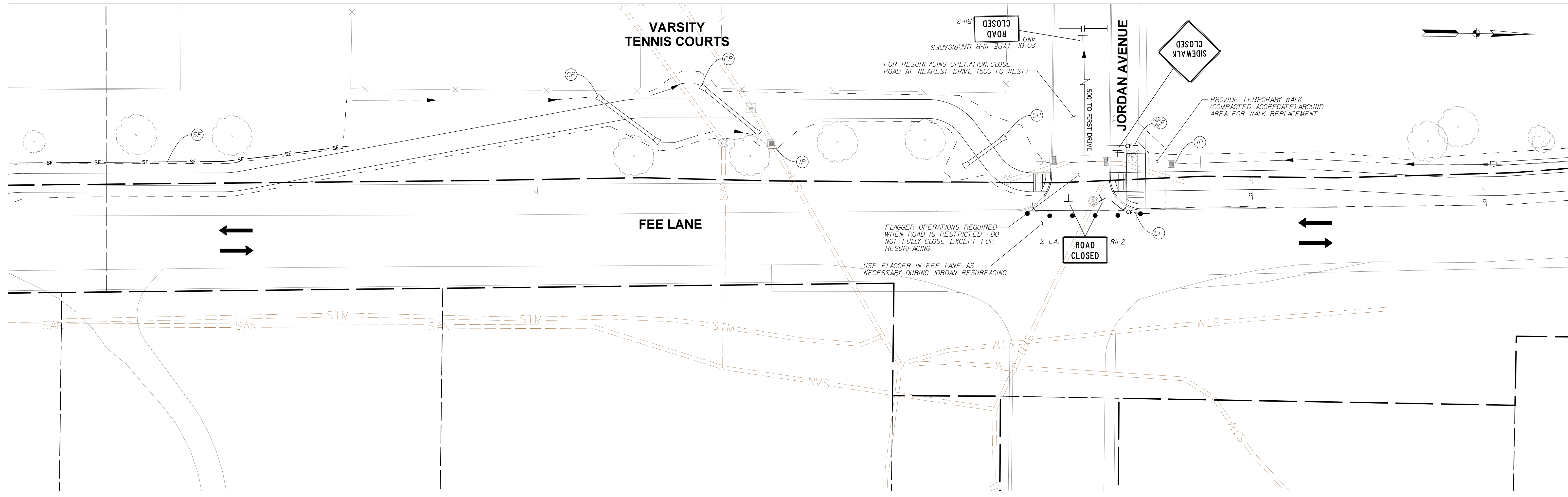


RECOMMENDED FOR APPROVAL	<i>Bridgman</i>	DESIGN ENGINEER	4-27-2020	DATE
DESIGNED:	BR	DRAWN:	SCS	
CHECKED:	MT	CHECKED:	BR	

INDIANA UNIVERSITY BLOOMINGTON
 FEE LANE PEDESTRIAN IMPROVEMENTS

MULTI-USE PATH PLANS

HORIZONTAL SCALE	F = 20'-0"	BRIDGE FILE	N/A
VERTICAL SCALE	N/A	ERCES PROJECT	10210
SURVEY BOOK	N/A	SHEETS	5 of 7
CONTRACT	N/A	IU PROJECT NUMBER	20192550



LEGEND:

IP	INLET PROTECTION	→	TRAFFIC FLOW
CF	CONSTRUCTION FENCING	⊥	CONSTRUCTION SIGN
SF	SILT FENCE		
⊥	BARRICADES, TYPE III-B		
●	STANDARD DRUM		

RECOMMENDED FOR APPROVAL: *B. Ridwan* 4-27-2020 DATE
 DESIGN ENGINEER
 DESIGNED: BR DRAWN: SCS
 CHECKED: MT CHECKED: BR

INDIANA UNIVERSITY BLOOMINGTON
FEE LANE PEDESTRIAN IMPROVEMENTS
MAINTENANCE OF TRAFFIC AND EROSION CONTROL PLANS

HORIZONTAL SCALE	BRIDGE FILE
VERTICAL SCALE	N/A
N/A	ERCES PROJECT 10210
SURVEY BOOK	SHEETS
N/A	7 of 7
CONTRACT	IU PROJECT NUMBER
N/A	20192550

MOT-02 4/27/2020 C:\Proj\ees\10210\Drawn\Main\T_caf\2\01mtr001.dwg 3:07:41 AM

Fee Lane Pedestrian Improvement

17th Street to SR 46 Bypass

Legend

40' Type IIIB
Barricades and R11-2
ROAD CLOSED, also
DETOUR w/LEFT
ARROW XM4-10

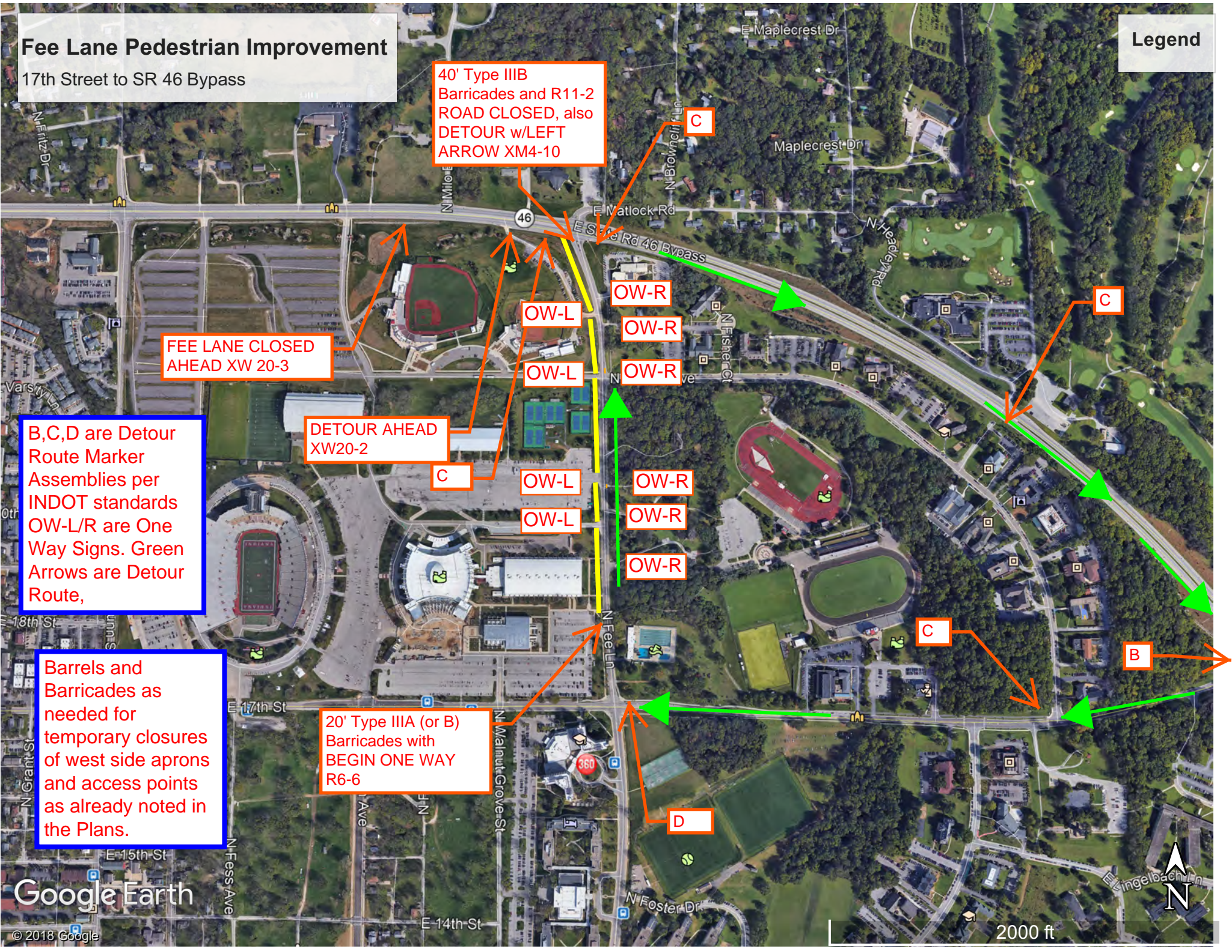
FEE LANE CLOSED
AHEAD XW 20-3

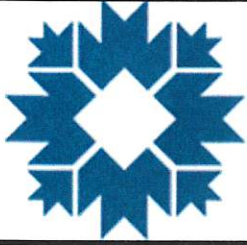
DETOUR AHEAD
XW20-2

B,C,D are Detour
Route Marker
Assemblies per
INDOT standards
OW-L/R are One
Way Signs. Green
Arrows are Detour
Route,

Barrels and
Barricades as
needed for
temporary closures
of west side aprons
and access points
as already noted in
the Plans.

20' Type IIIA (or B)
Barricades with
BEGIN ONE WAY
R6-6





City of Bloomington
Public Works Department

401 N Morton Street, Suite 120
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3410
Fax: (812) 349-3520
Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application

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

Location: Feelane 17th SR 45/46 Bypass
(Street) (From) (To)

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

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: _____

Date(s) of Closure: From 6/24/2020 To 8/7/2020
 > 2 weeks? Yes No

Start Time: _____: _____ a.m. / p.m.
End Time: _____: _____ a.m. / p.m.

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: Milestone Contractors L.P.
 Contact Person (Printed Name): Justin Webb
 Contact Email: Justin.webb@milestonelp.com Contact Phone No.: (317) 419-0152
 Signature: [Signature] Date: 6/11/2020

For Administration Use Only

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Request to Accept Public Improvements
Associated with B-Line Residential
Neighborhood

Staff Representative: Sara Gomez

Petitioner/Representative: Habitat for Humanity/ Nathan Ferreira

Date: 6/23/2020

Report: Habitat for Humanity has requested to have public improvements associated with B-Line Residential Neighborhood accepted by the City. The public improvements are the sidewalks, curbs, street trees, street name/stop signs, and curb ramps located along the street W. Moravec Way as well as the alley.

A hold harmless agreement with Habitat for Humanity was approved by the Board of Public Works for sanitation services and snow/ice removal on September 18, 2018 with the condition the bond for public improvements would remain in place until the public improvements were complete and final acceptance was approved by the Board. At that time the remaining items were, the 27 street trees, a short portion of sidewalk and pedestrian crossing pavement markings which are now complete.

Acceptance of these public improvements will initiate the following city services performed by Public Works, sanitation services, street maintenance including plowing/salting/paving Moravec Way. Street Tree maintenance will be taken over by Parks and Recreation for the 27 new street trees.

Bloomington Municipal Code 20.09.330 states that public improvements that have been inspected and approved by the Planning and Transportation Department require acceptance by the Board of Public Works before becoming part of the city's inventory.

Recommendation and Supporting Justification: Planning and Transportation staff have inspected the public improvements and recommend acceptance.

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

Board of Public Works
Staff Report



City of Bloomington
Planning and Transportation Department

Certificate of Final Acceptance - Inspection and Recommendation
B-Line Heights Neighborhood
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 Department, that 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 year performance surety for the public improvements shall be in effect and shall not terminate until a period of two years after the date of substantial completion of the public improvements.

Recommendation

- Acceptance of Public Improvements by City of Bloomington Board of Public Works and Release of Performance Surety. (A performance surety in an amount equal to the greater of 10% of the original surety or \$10,000 shall be maintained for two years from the date of substantial completion.)
- Extension of Performance Surety. (Attach list of deficiencies including timeline for remediation.)
- Declaration that Performance Surety is in Default.

Development Services Representative:

Signature: Jackie Scanlan Date: 6/17/20
Printed Name: Jackie Scanlan Title: Development Services Manager

Transportation and Traffic Services Representative:

Signature: Sara Gomez Date: 6-17-2020
Printed Name: SARA GOMEZ Title: Public Improvements Manager



City of Bloomington
Planning and Transportation Department

Certificate of Final Acceptance - Application

Application:

Public Improvement Project Location (Name on plat): B-LINE NEIGHBORHOOD

Public Improvement Project Description: B-LINE NEIGHBORHOOD R.O.W. WORK

Developer: HABITAT FOR HUMANITY OF MONROE COUNTY

General Contractor: "

Relevant Instrument Number(s): 2015004782 - PLAT

Date of Substantial Completion of Public Improvement Project: 6/3/2020

Applicant's Name: NATHAN FERREIRA

Applicant's Title: DIRECTOR OF LAND DEVELOPMENT & PRODUCTION

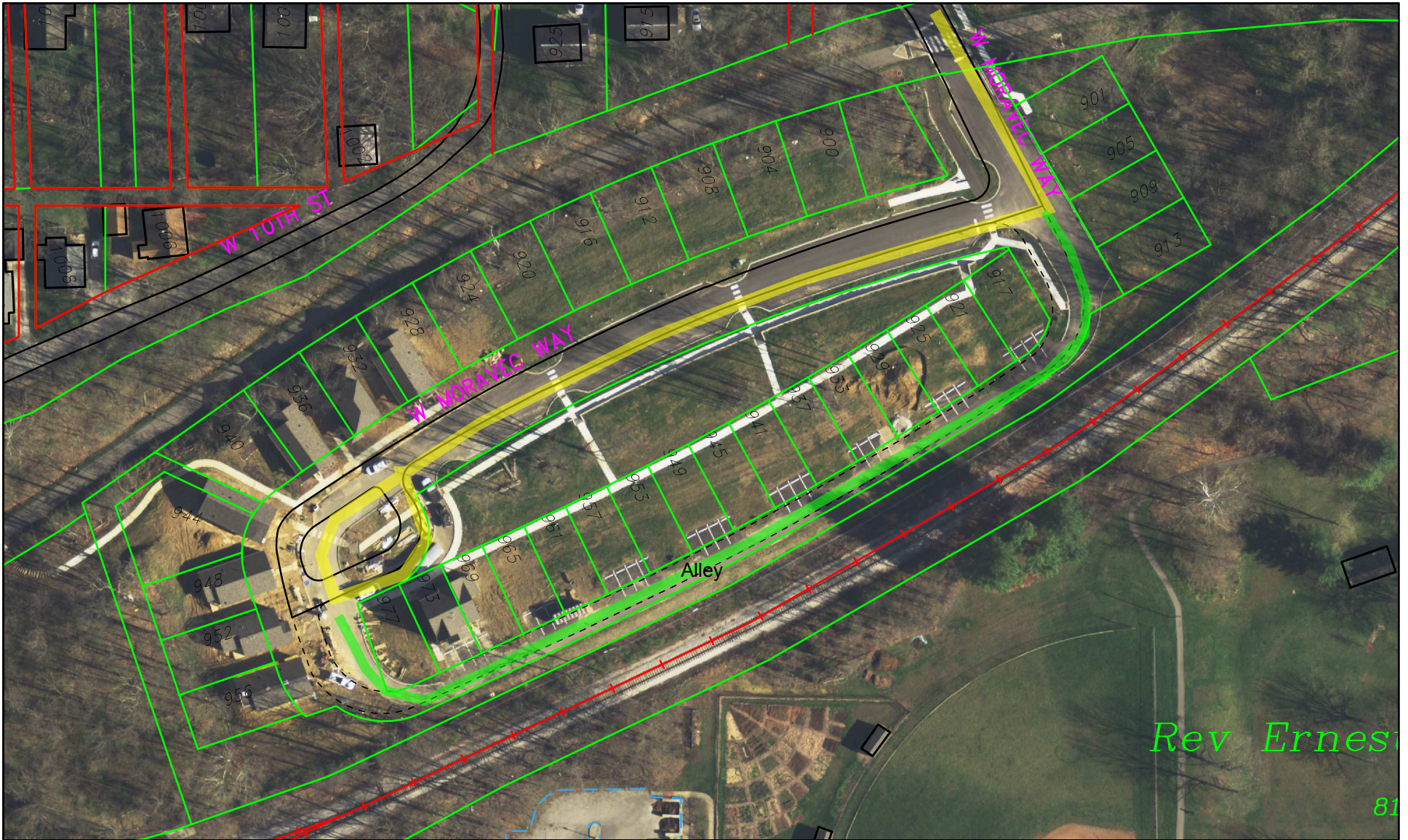
Applicant's Agency: HABITAT FOR HUMANITY OF MONROE COUNTY

Date of Application for Final Acceptance: 6/10/2020

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.

Nathan Ferreira
Applicant's Signature

6/10/2020
Date



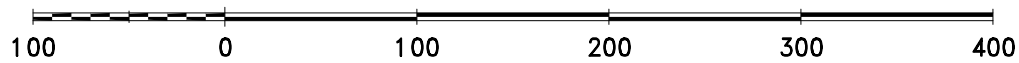
Rev Ernest
 81

West Moravec Way Approximately 0.18 miles

Alley

By: gomez

17 Jun 20



For reference only; map information NOT warranted.

City of Bloomington
 Planning & Transportation



Scale: 1" = 100'

Habitat for Humanity
Legal Description
Indiana Railroad Parcel; Part of Grandview Lots 6,7,28,29,30,31 & 32
Bloomington, Indiana

A part of the Grandview Subdivision to the City of Bloomington, as recorded in Plat Book 24 in the Office of the Recorder, Monroe County, Indiana, being more particularly described as follows:

A part of Lot 6 BEGINNING at the Southeast Corner of said Lot 6; thence West along the south line of said Lot 6 a distance of 132 feet to the west line of said Lot 6; thence along said west line, North 21 feet to a point 30 feet by perpendicular line from the centerline of Indiana Railroad south track; thence Easterly 132.09 feet, 30 feet from by perpendicular line and parallel with said south track to the east line of said Lot 6; thence along said east line, South 16 feet to the POINT OF BEGINNING, containing 0.06 acres more or less.

AND ALSO

A part of Lot 28 and 29 BEGINNING at the Southeast Corner of said Lot 28; thence West along the south line of said Lot 28 and 29, a distance of 100 feet to the west line of Lot 29; thence along said west line, North 25 feet to a point 30 feet by perpendicular line from the centerline of Indiana Railroad south track; thence Easterly 100.08 feet, 30 feet from by perpendicular line and parallel with said south track to the east line of said Lot 28; thence along said east line, South 21 feet to the POINT OF BEGINNING, containing 0.05 acres more or less.

AND ALSO

A part of Lot 30 and 31 BEGINNING at the Southeast Corner of said Lot 30; thence West along the south line of said Lot 30 and 31, a distance of 100 feet to the west line of Lot 31; thence along said west line, North 30 feet to a point 30 feet by perpendicular line from the centerline of Indiana Railroad south track; thence Easterly 100.08 feet, 30 feet from by perpendicular line and parallel with said south track to the east line of said Lot 30; thence along said east line, South 26 feet to the POINT OF BEGINNING, containing 0.06 acres more or less.

AND ALSO

A part of Lot 32 BEGINNING at the Southeast Corner of said Lot 32; thence West along the South line of Lot 32 a distance of 326 feet to the East right-of-way of Adams Street; thence Northerly along said east right-of-way, 51 feet to a point 30 feet by perpendicular line from the centerline of the south track of the Indiana Railroad; thence the following two (2) courses 30 feet from by perpendicular line and parallel with said south track:
1.) South 89 degrees 00 minutes 50 seconds East 194.45 feet; thence
2.) South 83 degrees 38 minutes 48 seconds East 143.88 feet to the east line of said Lot 32; thence along said east line, South 30 feet to the POINT OF BEGINNING, containing 0.33 acres more or less.

AND ALSO

A part of Lot 7 BEGINNING on the east line of Lot 7 at a point 30 feet by perpendicular line from the centerline of the north track of the Indiana Railroad, thence Westerly 30' from by perpendicular line and parallel to the north track of the Indiana Railroad 132 feet to the West line of Lot 7; thence along said West Line of Lot 7, North 20 feet to the South Line of B-Line Trail; thence along said South Line the following two (2) courses:
1.) South 87 degrees 36 minutes 56 seconds East 18.02 feet; thence 2.) a distance of 120.41 feet along a 1530.91 foot radius curve to the left whose chord bears North 71 degrees 27 minutes 11 seconds East 120.38 feet to the east line of Lot 7; thence along said east lot line, South 63 feet to the POINT OF BEGINNING, containing 0.12 acres more or less.

The above described parcels containing in total 0.62 acres, more or less.

The real estate described on this plat shall be and is hereby subject to the terms and Conditions of the Declaration of Covenants, conditions and Restrictions, dated _____ and recorded as Instrument No. _____ in the office of the Recorder of Monroe County, Indiana.

The undersigned, Kerry Thompson, President of Habitat for Humanity of Monroe County, being the owner of the above described real estate, does hereby layoff, plat and subdivide the same into lots in accordance with this plat. This within plat shall be known and designated B-Line Residential Neighborhood Subdivision.

IN WITNESS WHEREOF, Habitat for Humanity of Monroe County, by Kerry Thompson, President, has hereunto executed this 17th day of April, 2015.

Kerry Thompson, President, Habitat for Humanity of Monroe County

Habitat for Humanity of Monroe County
Legal Description
Parcel #1
Bloomington, Indiana

A part of the Northeast Quarter of Section 32, Township 9 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows:

COMMENCING at the Southeast Corner of the Northeast Quarter of said Section 32; thence West 1203 feet to the corner of City of Bloomington parcel (Deed Book 220, Page 262); thence North 00 degrees 00 minutes 00 seconds West along the east line of said City of Bloomington parcel, 127.37 feet to the POINT OF BEGINNING; thence the following two (2) courses along the north line of said City of Bloomington parcel, 1) South 73 degrees 54 minutes 00 seconds West 145.53 feet; thence 2) South 68 degrees 49 minutes 00 seconds West 180.51 feet; thence North 26 degrees 10 minutes 00 seconds West 32.12' to a point 30 feet off the centerline by perpendicular line of the Indiana Railroad Company; thence parallel and 30 feet from the centerline approximately 351.58 feet along a 2800.00 foot radius curve to the left whose chord bears North 51 degrees 10 minutes 53 seconds East 351.35 feet to the South right-of-way of the City of Bloomington B-Line Trail; thence along said South right-of-way, South 79 degrees 39 minutes 28 seconds East 49.35 feet to the West line of Murphy parcel (Instrument No.:200801569), thence South 00 degrees 00 minutes 00 seconds East 134.63 feet along said West line of Murphy parcel to the POINT OF BEGINNING, containing 0.71 acres more or less.

Parcel No. 2 Description

A part of the East Half of Section 32, Township 9 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows:

BEGINNING at a 5/8-inch diameter rebar with a yellow cap inscribed "SNA INC LS FIRM 0101", hereafter referred to as a "marked 5/8-inch rebar" marking the east corner of Habitat for Humanity of Monroe County, Inc. described in Instrument Number 2010019986 (recorded in the Office of the Monroe County Recorder) at a point where a line that parallels and/or concentric with and 25 feet normally distant Northwesterly from the center of the Main Tract of the Indiana Rail Road Company intersects the south line of the City of Bloomington B-Line Trail; thence along last said 25 foot parallel and/or concentric line the following four (4) courses:

- 1) SOUTH 50 degrees 14 minutes 39 seconds West, 194.94 feet to a marked 5/8-inch rebar and a non-tangent curve concave to the southwest, having a chord bearing of SOUTH 57 degrees 58 minutes 19 seconds WEST, a chord length of 601.21 feet, and a radius of 2424.89 feet; thence
2) along said curve an arc length of 602.76 feet to a marked 5/8-inch rebar; thence
3) SOUTH 64 degrees 58 minutes 30 seconds West, 179.60 feet to a marked 5/8-inch rebar and a non-tangent curve concave to the southwest, having a chord bearing of SOUTH 68 degrees 20 minutes 26 seconds WEST, a chord length of 122.66 feet, and a radius of 1201.60 feet; thence
4) along said curve an arc length of 122.72 feet to a marked 5/8-inch rebar; thence leaving last said 25 foot parallel and/or concentric line, NORTH 18 degrees 44 minutes 02 seconds West, 243.27 feet to a marked 5/8-inch rebar on the south line of the City of Bloomington B-Line Trail; thence along said south line of the B-Line Trail the following two (2) courses:
1) NORTH 55 degrees 07 minutes 20 seconds EAST, 124.79 feet to a marked 5/8-inch rebar and a non-tangent curve concave to the northeast, having a chord bearing of NORTH 73 degrees 54 minutes 50 seconds EAST, a chord length of 949.23 feet, and a radius of 1404.28 feet; thence
2) along said curve an arc length of 968.30 feet to a marked 5/8-inch rebar and to the POINT OF BEGINNING, containing in all 5.49 acres, more or less.

Parcel No. 3 Description

A part of the East Half of Section 32, Township 9 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows:

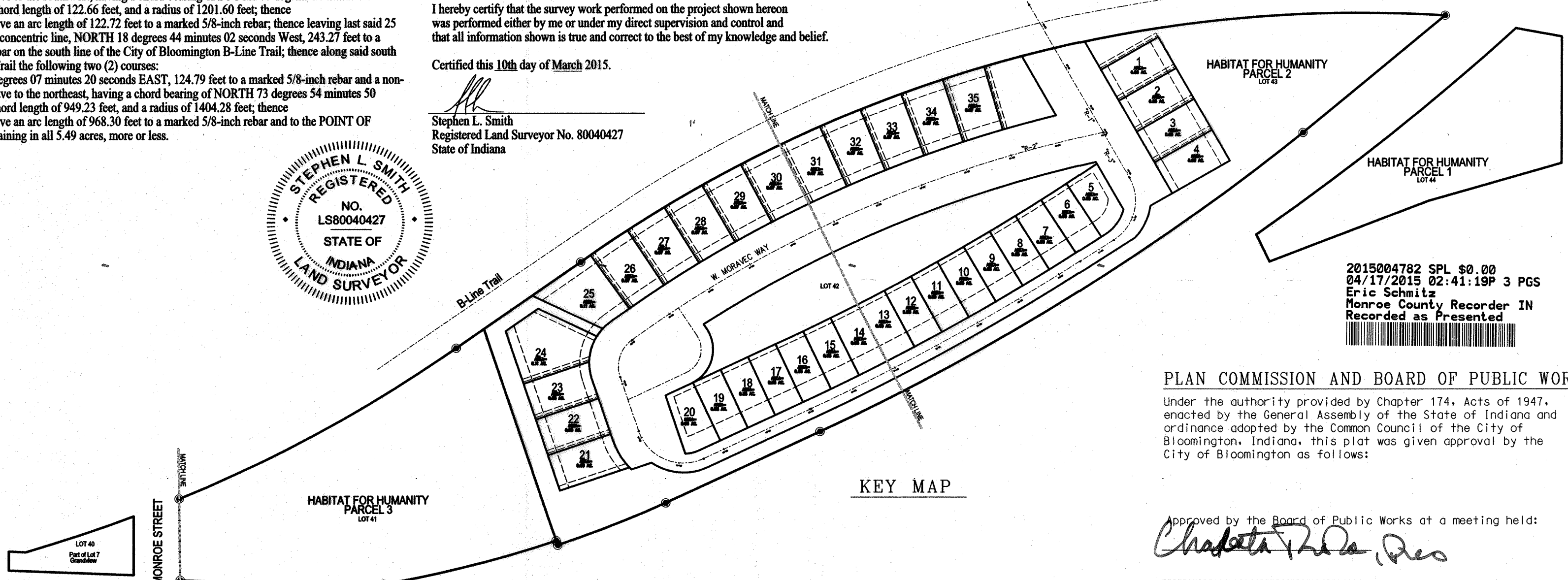
COMMENCING at a 5/8-inch diameter rebar with a yellow cap inscribed "SNA INC LS FIRM 0101", hereafter referred to as a "marked 5/8-inch rebar" marking the east corner of Habitat for Humanity of Monroe County, Inc. described in Instrument Number 2010019986 (recorded in the Office of the Monroe County Recorder) at a point where a line that parallels and/or concentric with and 25 feet normally distant Northwesterly from the center of the Main Tract of the Indiana Rail Road Company intersects the south line of the City of Bloomington B-Line Trail; thence along last said 25 foot parallel and/or concentric line the following four (4) courses:

- 5) SOUTH 50 degrees 14 minutes 39 seconds West, 194.94 feet to a marked 5/8-inch rebar and a non-tangent curve concave to the southwest, having a chord bearing of SOUTH 57 degrees 58 minutes 19 seconds WEST, a chord length of 601.21 feet, and a radius of 2424.89 feet; thence
6) along said curve an arc length of 602.76 feet to a marked 5/8-inch rebar; thence
7) SOUTH 64 degrees 58 minutes 30 seconds West, 179.60 feet to a marked 5/8-inch rebar and a non-tangent curve concave to the southwest, having a chord bearing of SOUTH 68 degrees 20 minutes 26 seconds WEST, a chord length of 122.66 feet, and a radius of 1201.60 feet; thence
8) along said curve an arc length of 122.72 feet to a marked 5/8-inch rebar; thence leaving last said 25 foot parallel and/or concentric line, NORTH 18 degrees 44 minutes 02 seconds West, 5.00 feet to a marked 5/8-inch rebar where the line parallels and/or concentric with and 30 feet normally distant Northwesterly from the center of the Main Tract of the Indiana Rail Road Company on a non-tangent curve concave to the southwest, having a chord bearing of SOUTH 75 degrees 46 minutes 07 seconds WEST, a chord length of 187.87 feet, and a radius of 1196.60 feet and the POINT OF BEGINNING; thence along last said 30 foot parallel and/or concentric line the following three (3) courses:
1) along said curve an arc length of 188.07 feet to a marked 5/8-inch rebar and a non-tangent curve concave to the southwest, having a chord bearing of SOUTH 89 degrees 24 minutes 25 seconds WEST, a chord length of 85.60 feet, and a radius of 1289.66 feet; thence
2) along said curve an arc length of 85.62 feet to a marked 5/8-inch rebar; thence
3) NORTH 87 degrees 36 minutes 51 seconds WEST, 129.76 feet to a marked 5/8-inch rebar on the east right-of-way of Monroe Street; thence leaving last said 30 foot parallel and/or concentric line along said east right-of-way, NORTH 00 degrees 47 minutes 13 seconds WEST, 87.14 feet to a marked 5/8-inch rebar on the south line of the City of Bloomington B-Line Trail and to a non-tangent curve concave to the northeast, having a chord bearing of NORTH 61 degrees 22 minutes 28 seconds EAST, a chord length of 333.49 feet, and a radius of 1530.91 feet; thence leaving said east right-of-way along said south line of the B-Line Trail the following two (2) courses:
3) along said curve an arc length of 334.15 feet to a marked 5/8-inch rebar; thence
4) NORTH 55 degrees 07 minutes 20 seconds EAST, 35.71 feet to a marked 5/8-inch rebar; thence leaving said south line of the B-Line Trail, SOUTH 18 degrees 44 minutes 20 seconds EAST, 238.27 feet to the POINT OF BEGINNING, containing in all 1.47 acres, more or less.

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

Certified this 10th day of March 2015.

Stephen L. Smith
Registered Land Surveyor No. 80040427
State of Indiana



KEY MAP

NOTES:

- 1. All corners are to be marked with a 5/8" x 2' capped rebar.

MONUMENT LEGEND

- STONE MONUMENT
STONE WITH X
CONCRETE MONUMENT
5/8" REBAR W/PLASTIC CAP SET
REBAR FOUND
RON PIPE FOUND
FENCE POST FOUND
RAILROAD SPIKE FOUND
PK NAIL
GPS MONUMENT
HIGHWAY BOX



STATE OF INDIANA)
COUNTY OF MONROE)

Before me, a Notary Public in and for the State of Indiana and Monroe County, personally appeared Kerry Thompson, personally known to me to be the CEO of Habitat for Humanity of Monroe County and who acknowledged the execution of the foregoing plat for the Real Estate known as B-Line Residential Neighborhood Subdivision, as his voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal this 17th day of April, 2015.

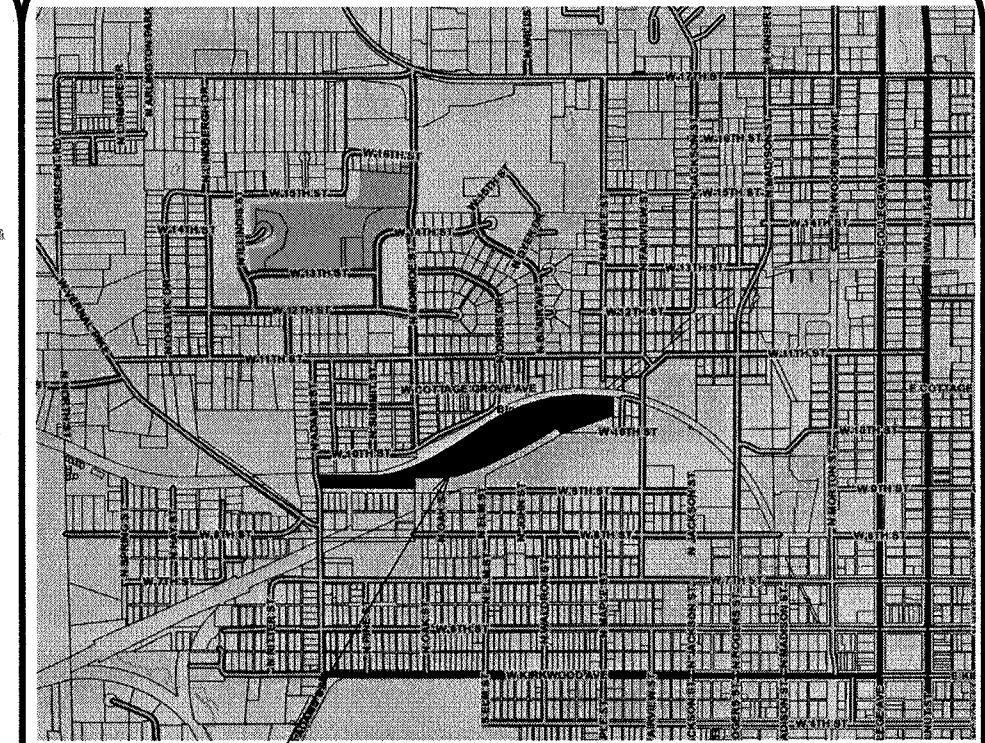
My Commission Expires: August 10, 2016

Larry G. Beckman
Notary Public
a resident of Monroe County, Indiana.

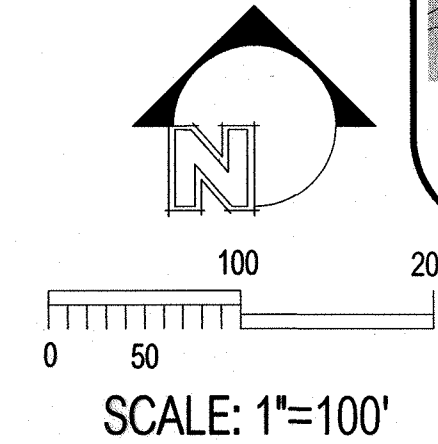
DULY ENTERED FOR TAXATION

APR 17 2015

Auditor Monroe County, Indiana



SITE LOCATION



LOCATION MAP No Scale

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Eric Schmitz
Monroe County Recorder IN
Recorded as Presented

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

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

Approved by the Board of Public Works at a meeting held:

Charlotte Zietlow, President

James McNamara, Member

Dr. Frank N. Hrisomalos, Member

Approved by the City Plan Commission at a meeting held:

6/2/14

Tom Micuda, Director of Planning and Transportation

Jack Baker, President of Plan Commission

B-LINE RESIDENTIAL NEIGHBORHOOD FINAL PLAT

PREPARED BY: SMITH BREHOB & ASSOCIATES, INC., 453 S. CLARIZZ BLVD., BLOOMINGTON, INDIANA 47401



EASEMENT STANDARDS

Tree Conservation Easements as shown on this plat shall comply with the following controls:

- (A) Prohibits the removal of any tree and the placement of a fence within the easement area except for the fence along the common property line with the railroad.
(B) Allows the removal of dead or diseased trees that pose a safety risk or impede drainage as well as allowing the removal of exotic invasive species, only after first obtaining written approval from the City of Bloomington Planning Department.
(C) Allows, in cases where removal of exotic is proposed, the restoration of disturbed areas with native plant material. Written approval from the Planning Department is required prior to any proposed restoration.

Drainage Easements as shown on this plat shall comply with the following controls:

- (A) Prohibits any alteration within the easement that would hinder or redirect flow.
(B) The owner of the lot on which the easement is placed shall be responsible for maintenance of the drainage features within such easement.
(C) Are enforceable by the City Utilities Department and by owners of properties that are adversely affected by conditions within the easement.
(D) Allow 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.

Waterline Easements as shown on this plat shall comply with the following controls:

- (A) Allow the City Utilities Department exclusive access for installation, maintenance, repair, or removal of potable water facilities.
(B) Encroachment by other utilities is prohibited, without the written approval by the City Utilities Department.
(C) Trees and structures, including but not limited to, buildings, fences, retaining walls, signs, and light fixtures, shall not be located within Waterline Easements.
(D) Grading activity shall be prohibited within Waterline Easements without written permission from the City Utilities Department.

Pedestrian Easements as shown on this plat shall comply with the following controls:

- (A) Grants the general public the right to access the pedestrian easement for the purposes of walking, running, bicycling, skating, or utilizing certain classes of non-motorized vehicles.
(B) Grants the City the right to construct, alter, repair, maintain, or remove improvements within the easement area.
(C) Prohibits the placement of any obstruction within the pedestrian easement.

No Build Easements (NBE) as shown on this plat shall comply with the following controls:

- (A) Grants access rights to adjacent property owner, maintenance staff employed by the adjacent property owner, and contractors employed by the adjacent property owner to maintain, operate, alter, preserve, and repair structures located on the adjacent property.
(B) Grants access rights to HOA representatives, maintenance staff employed by the HOA, and contractors employed by the HOA to construct, alter, repair, maintain, or preserve drainage appurtenances located within the easement area.
(C) Grants access rights to Duke Energy to construct, maintain, alter, operate, and preserve electric utilities located within the easement area.
(D) Grants access rights to Habitat for Humanity staff, volunteers, and contractors for the duration of the construction of the adjacent home.
(E) Prohibits the placement of any structure or obstruction within the easement area.

Eve Overhang Easements (EOE) as shown on this plat shall comply with the following controls:

- (A) Allows the eve of the adjacent house to encroach up to 24 inches from the common property line into the No Build Easement.
(B) Grants access rights to adjacent property owner, maintenance staff employed by the adjacent property owner, and contractors employed by the adjacent property owner to maintain, operate, alter, preserve, and repair structures located on the adjacent property.
(C) Grants access rights to HOA representatives, maintenance staff employed by the HOA, and contractors employed by the HOA to construct, alter, repair, maintain, or preserve drainage appurtenances located within the easement area.
(D) Grants access rights to Duke Energy to construct, maintain, alter, operate, and preserve electric utilities located within the easement area.
(E) Grants access rights to Habitat for Humanity staff, volunteers, and contractors for the duration of the construction of the adjacent home.
(F) Prohibits the placement of any structure or obstruction within the easement area.

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Eric Schmitz
Monroe County Recorder IN
Recorded as Presented

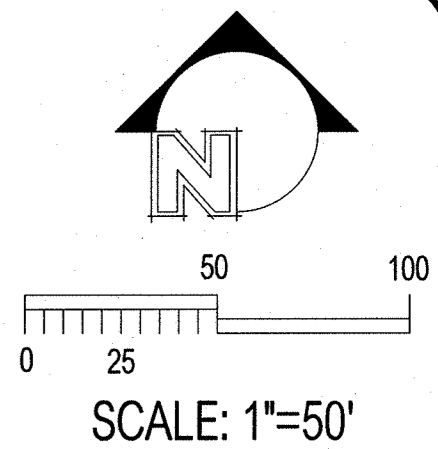
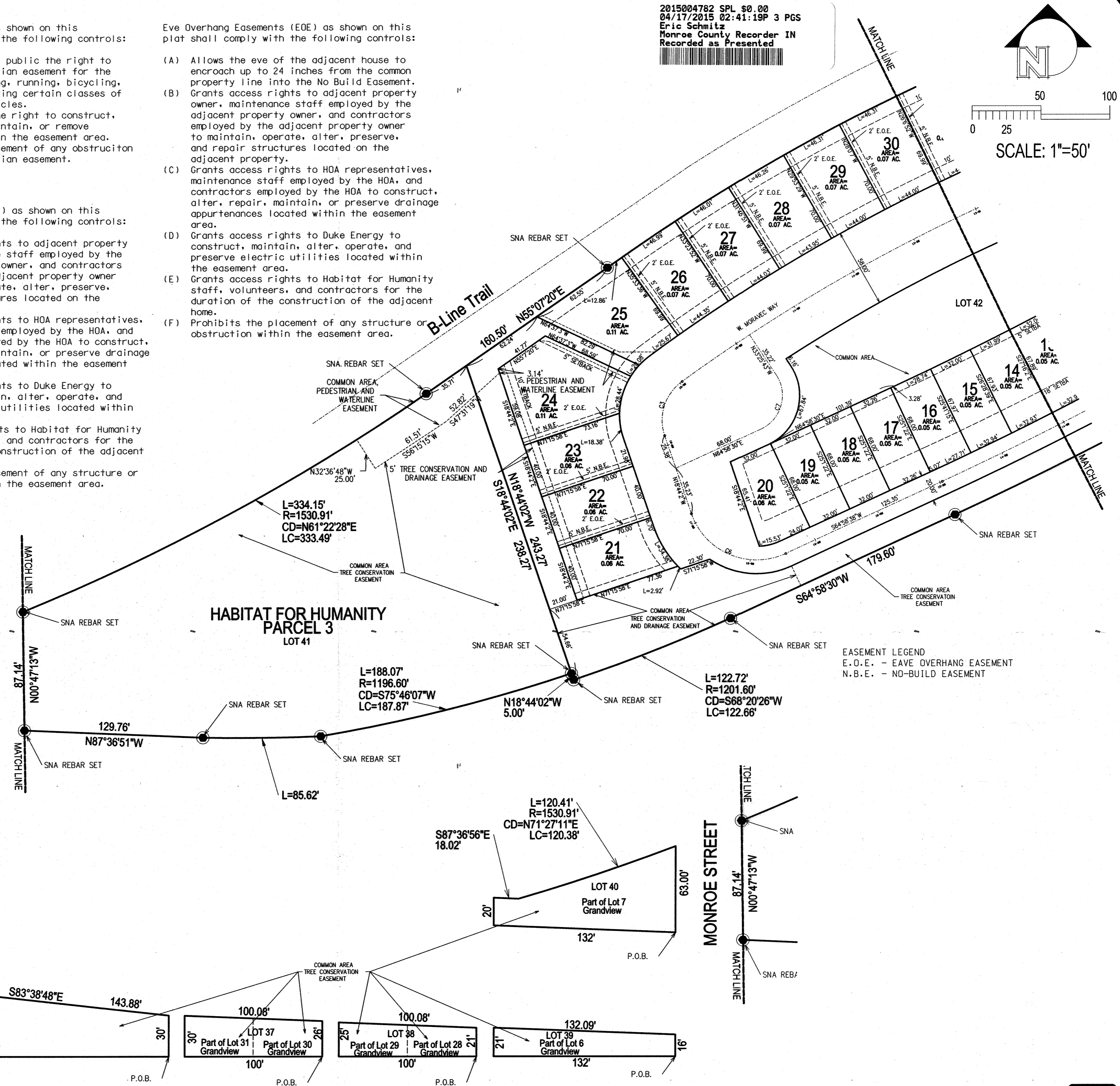


Table with 4 columns: LOT NUMBER, ADDRESS, LOT NUMBER, ADDRESS. It lists addresses for lots 1 through 20 on Moravec Way, ranging from 901 W. MORAVEC WAY to 977 W. MORAVEC WAY.

LOT ADDRESSES



EASEMENT LEGEND
E.O.E. - EVE OVERHANG EASEMENT
N.B.E. - NO-BUILD EASEMENT

B-LINE RESIDENTIAL NEIGHBORHOOD FINAL PLAT

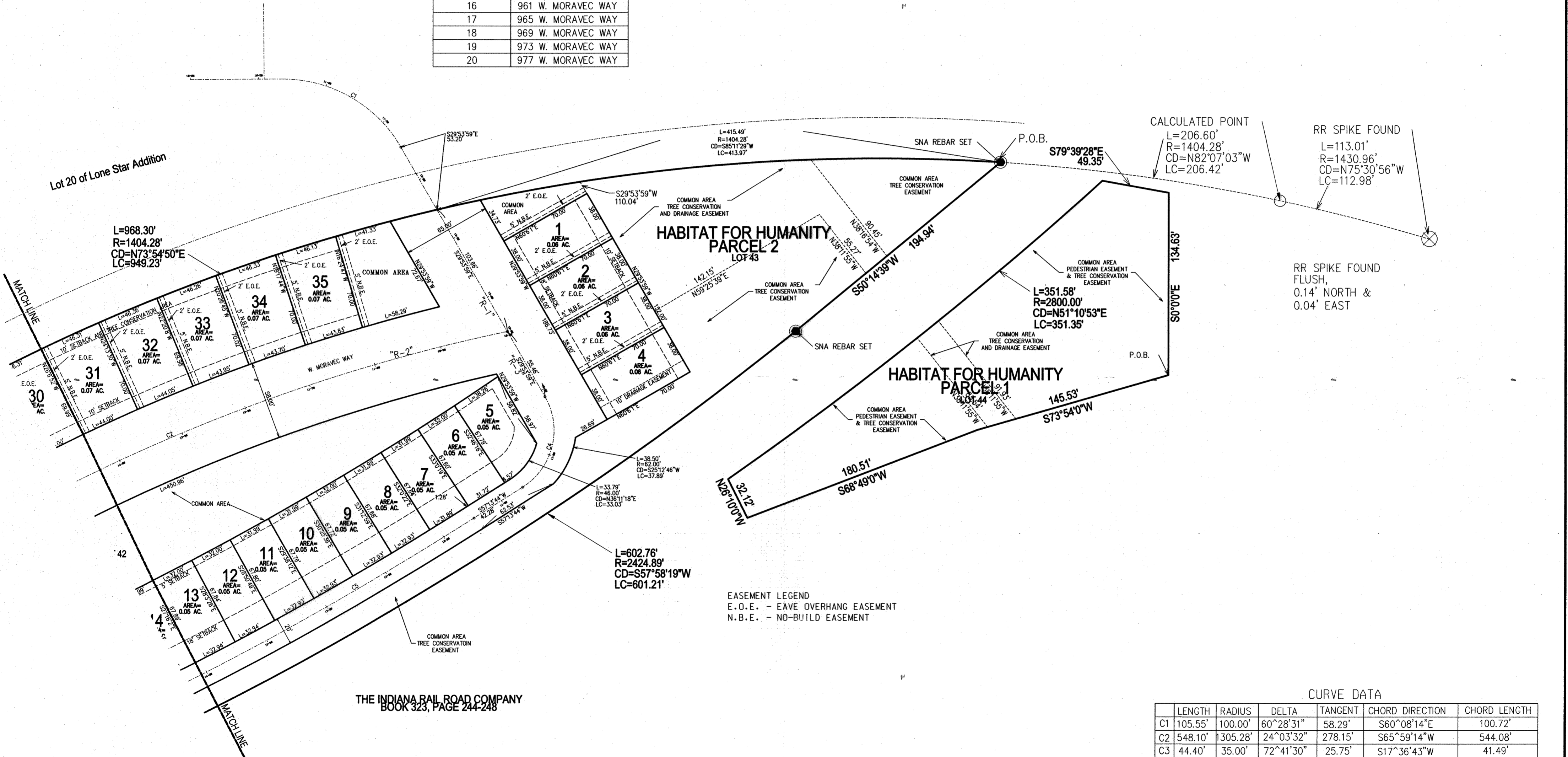
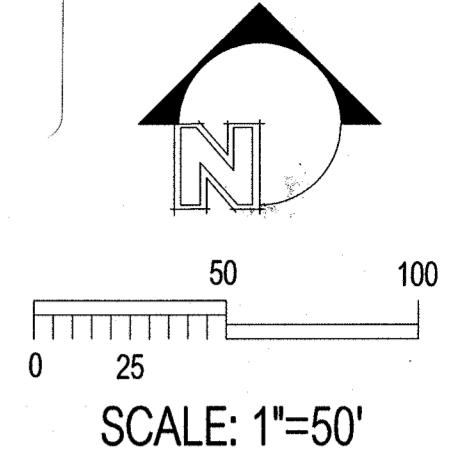
PREPARED BY: SMITH BREHOB & ASSOCIATES, INC., 453 S. CLARIZZ BLVD., BLOOMINGTON, INDIANA 47401



LOT ADDRESSES

LOT NUMBER	ADDRESS	LOT NUMBER	ADDRESS
1	901 W. MORAVEC WAY	21	956 W. MORAVEC WAY
2	905 W. MORAVEC WAY	22	952 W. MORAVEC WAY
3	909 W. MORAVEC WAY	23	948 W. MORAVEC WAY
4	913 W. MORAVEC WAY	24	944 W. MORAVEC WAY
5	917 W. MORAVEC WAY	25	940 W. MORAVEC WAY
6	921 W. MORAVEC WAY	26	936 W. MORAVEC WAY
7	925 W. MORAVEC WAY	27	932 W. MORAVEC WAY
8	929 W. MORAVEC WAY	28	928 W. MORAVEC WAY
9	933 W. MORAVEC WAY	29	924 W. MORAVEC WAY
10	937 W. MORAVEC WAY	30	920 W. MORAVEC WAY
11	941 W. MORAVEC WAY	31	916 W. MORAVEC WAY
12	945 W. MORAVEC WAY	32	912 W. MORAVEC WAY
13	949 W. MORAVEC WAY	33	908 W. MORAVEC WAY
14	953 W. MORAVEC WAY	34	904 W. MORAVEC WAY
15	957 W. MORAVEC WAY	35	900 W. MORAVEC WAY
16	961 W. MORAVEC WAY		
17	965 W. MORAVEC WAY		
18	969 W. MORAVEC WAY		
19	973 W. MORAVEC WAY		
20	977 W. MORAVEC WAY		

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Eric Schmitz
Monroe County Recorder IN
Recorded as Presented



EASEMENT LEGEND
E.O.E. - EAVE OVERHANG EASEMENT
N.B.E. - NO-BUILD EASEMENT

CURVE DATA

	LENGTH	RADIUS	DELTA	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	105.55'	100.00'	60°28'31"	58.29'	S60°08'14"E	100.72'
C2	548.10'	1305.28'	24°03'32"	278.15'	S65°59'14"W	544.08'
C3	44.40'	35.00'	72°41'30"	25.75'	S17°36'43"W	41.49'
C4	76.03'	50.00'	87°07'43"	47.56'	S13°39'53"W	68.92'
C5	324.41'	2398.90'	7°44'54"	162.45'	S61°06'11"W	324.16'
C6	84.03'	50.00'	96°17'20"	55.81'	N66°52'42"W	74.48'

THE INDIANA RAIL ROAD COMPANY
BOOK 323, PAGE 244-248

B-LINE RESIDENTIAL NEIGHBORHOOD FINAL PLAT

PREPARED BY: SMITH BREHOB & ASSOCIATES, INC., 453 S. CLARIZZ BLVD., BLOOMINGTON, INDIANA 47401

JOB NO. 4553
PAGE 3 OF 3





City of Bloomington
Planning and Transportation Department

Certificate of Final Acceptance - Application

Application:

Public Improvement Project Location (Name on plat): B-LINE NEIGHBORHOOD

Public Improvement Project Description: B-LINE NEIGHBORHOOD R.O.W. WORK

Developer: HABITAT FOR HUMANITY OF MONROE COUNTY

General Contractor: "

Relevant Instrument Number(s): 2015004782 - PLAT

Date of Substantial Completion of Public Improvement Project: 6/3/2020

Applicant's Name: NATHAN FERREIRA

Applicant's Title: DIRECTOR OF LAND DEVELOPMENT & PRODUCTION

Applicant's Agency: HABITAT FOR HUMANITY OF MONROE COUNTY

Date of Application for Final Acceptance: 6/10/2020

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.

Nathan Ferreira
Applicant's Signature

6/10/2020
Date



**City of Bloomington
Planning and Transportation Department**

Certificate of Final Acceptance

WHEREAS, the completed public improvements within the public right-of-way do appear to comply with the design standards of Chapter 20.07, Design Standards of the Bloomington Municipal Code, and do appear to have been constructed in accordance with City of Bloomington Planning and Transportation 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 10% of the original surety or \$10,000 shall be maintained for two years from the date of substantial completion of the public improvements.

NOW, THEREFORE, upon the recommendation of the Planning and Transportation 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: _____



Board of Public Works Staff Report

Project/Event: Fluid Cooler Replacement and Temporary Fluid Cooler at City Hall

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: June 23, 2020

We recently had a catastrophic failure in the fluid cooler that serves the HVAC system at City Hall. This contract is for the replacement of the fluid cooler and also covers the temporary fluid cooler that will be used until the new unit is installed. We proceeded with an emergency purchase, which was approved by the Controller, based on the urgent need that arose.

Staff recommends awarding the contract to Harrell-Fish, Inc. not to exceed \$225,000.00.

Respectfully submitted,

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

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



June 4, 2020

Mr. J.D. Boruff
City of Bloomington Public Works
401 North Morton Street
Bloomington, IN 47402

RE: Fluid Cooler Replacement and Temporary Cooling

Dear J.D.:

Harrell-Fish, Inc. will provide all necessary labor and material to complete the following scope of work for the proposed price of **\$210,000.00**.

Inclusions:

1. Set rental cooling tower. A 2-month rental of the cooling tower is included in the proposed price.
2. Break inlet and outlet water from existing tower.
3. Install new Mega Lug flanges for inlet and outlet piping.
4. Connect tower water feeds to rental cooling tower flex hoses.
5. Disconnect power from the existing tower and connect wiring to rental tower.
6. Connect makeup water piping to rental tower.
7. Set up controls to work with rental cooling tower.
8. Remove and dispose of existing fluid cooler.
9. Furnish and install one (1) new 200-ton Evapco fluid cooler.
10. Furnish and install one (1) new control cabinet including:
 - a. NEMA 3R Outdoor Enclosure
 - b. Single-Point Field Power Connection
 - c. Main Circuit Breaker Disconnect
 - d. 40HP Fan Motor Soft Starter
 - e. HOA Selector Switches
 - f. Fan Motor Run Lights
 - g. Circuit Breaker
 - h. 15HP Pony Motor Starter with Adj Overload
 - i. Basin Heater Contactor
 - j. 460V – 120V Transformer
 - k. 120V Terminals
 - l. Vibration Switch Terminal
 - m. 15A Heat Trace Terminals
 - n. Damper Operation Terminals
 - o. Ground Bar
11. Furnish and install all necessary material to connect new fluid cooler to the existing tower water piping,

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

812-339-2579 www.harrell-fish.com



makeup water piping, drain/overflow piping and electrical/control wiring.

12. Fill fluid cooler to proper levels.
13. Replenish closed loop system with proper mix of propylene glycol.
14. Insulate drain piping, overflow piping and makeup water piping with fiberglass insulation. Cover insulation with aluminum jacketing for preservation of insulation material.
15. Startup.
16. Crane Lift.

Exclusions:

1. Overtime/Shift Work.
2. Sales Tax.

All payments made with credit card will incur a 3% charge added to the quoted price. Please note that this proposal is valid for 30 days. Thank you for the opportunity to work with you on this project. Please let me know if you have any questions or concerns.

Sincerely,

Harrell-Fish, Inc.

Aaron Wagoner

Aaron Wagoner
Account Manager

City of Bloomington Emergency Purchase Justification Form

Emergency Purchase is a purchase which has been determined by the Department Head, and approved by the Controller, to be an emergency, and would cause immediate danger to health, safety or welfare, or other substantial loss to the City if not procured. This is a Special Purchasing Method as established by Indiana State Code 5-22-10, and does not require formal quotes, bids, or proposals.

PURCHASE INFORMATION

1. State the reason for the emergency purchase by explaining what the emergency is and what caused the emergency situation:

The cooling tower that serves the City Hall HVAC system has had a catastrophic failure in the blower unit.

2. State the facts that lead to the conclusion that financial or operational damage or risk of damage will occur if needs are not satisfied immediately (do not simply say that there will be damage or risk of damage):

The HVAC system at City Hall will not remain functional unless the cooling tower is replaced. There is also risk to the other elements of the HVAC system as the loop temperature far exceeds the normal operational temperatures they are designed for. This replacement will also include rental of a temporary cooling tower, which would be in place in 24 to 48 hours.

3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:

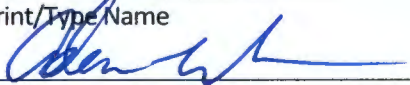
There is \$250,000.00 budgeted in 2020 for replacement of the cooling tower. This project was put on hold, along with almost all capitol replacement projects, when it became apparent there would be a major budget shortfall in 2020 due to the COVID-19 shutdown. With the current failure of the cooling tower, this has become an urgent replacement. The HVAC system at City Hall will not remain functional without it. The normal purchasing process would take too long. There is the possibility that we would have to shut City Hall down completely, as well as the possibility of damage to the other elements of the HVAC system.

4. State the reason and process used for selecting the vendor (Attach all quotes/proposals received from other sources, if applicable):

HFI had given us an quote in 2019 for replacement that was used for budgeting purposes. Since the project was put on hold, we had not solicited quotes from other vendors. HFI was also awarded the current service contract and are the vendor for HVAC service at City Hall. Their staff are very familiar with the existing system, including the cooling tower and cooling water loop inside the building. HFI has agreed to honor the price given in their 2019 quote

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

J. D. Boruff

 Print/Type Name


 Department Head Signature

Facilities Director

 Print/Type Title
 6/29/20

 Date

Public Works

 Department
 812-349-3516

 Telephone Number

Amount: Not to exceed \$225,000.00

Budget Line: _____

Approved by: _____

Date: _____

Jeffery H. Underwood - Controller

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
HARRELL-FISH, INC.
FOR
FLUID COOLER REPLACEMENT AND TEMPORARY FLUID COOLER AT CITY HALL

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Harrell-Fish, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Fluid Cooler Replacement and Temporary Fluid Cooler , (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote 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 Quoter for said project.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 60 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 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. The 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.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him 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 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Two Hundred Twenty-Five Thousand Dollars (\$225,000.00). 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 own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

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

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

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

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

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his 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 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 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 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 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 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 Surety for his 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 Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
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 from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) 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
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. 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.

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

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

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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 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 both 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 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR’s Payment Bond.

5.12.04 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 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	Harrell-Fish, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Aaron Wagoner
401 North Morton Street	P.O. Box 1998
Bloomington, Indiana 47404	Bloomington, Indiana 47402

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 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 swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Harrell-Fish, Inc.

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

FLUID COOLER REPLACEMENT AND TEMPORARY FLUID COOLER AT CITY HALL

This project shall include, but is not limited to:

Inclusions:

1. Set rental cooling tower. A 2-month rental of the cooling tower is included in the proposed price.
2. Break inlet and outlet water from existing tower.
3. Install new Mega Lug flanges for inlet and outlet piping.
4. Connect tower water feeds to rental cooling tower flex hoses.
5. Disconnect power from the existing tower and connect wiring to rental tower.
6. Connect makeup water piping to rental tower.
7. Set up controls to work with rental cooling tower.
8. Remove and dispose of existing fluid cooler.
9. Furnish and install one (1) new 200-ton Evapco fluid cooler.
10. Furnish and install one (1) new control cabinet including:
 - a. NEMA 3R Outdoor Enclosure
 - b. Single-Point Field Power Connection
 - c. Main Circuit Breaker Disconnect
 - d. 40HP Fan Motor Soft Starter
 - e. HOA Selector Switches
 - f. Fan Motor Run Lights
 - g. Circuit Breaker
 - h. 15HP Pony Motor Starter with Adj Overload
 - i. Basin Heater Contactor
 - j. 460V – 120V Transformer
 - k. 120V Terminals
 - l. Vibration Switch Terminal
 - m. 15A Heat Trace Terminals
 - n. Damper Operation Terminals
 - o. Ground Bar
11. Furnish and install all necessary material to connect new fluid cooler to the existing tower water piping, makeup water piping, drain/overflow piping and electrical/control wiring.
12. Fill fluid cooler to proper levels.
13. Replenish closed loop system with proper mix of propylene glycol.
14. Insulate drain piping, overflow piping and makeup water piping with fiberglass insulation. Cover insulation with aluminum jacketing for preservation of insulation material.
15. Startup.
16. Crane Lift.

Exclusions:

1. Overtime/Shift Work.
2. Sales Tax.

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 #: _____

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

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

ATTACHMENT D

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____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Notary Public Signature

Resident of _____ County _____
Printed Name

Commission #: _____

ESCROW AGREEMENT
Replacement of Fluid Cooler for City Hall

THIS ESCROW AGREEMENT is made and entered into this _____ day of _____, 20_____, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and _____ Harrell-Fish, Inc. _____, (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the _____ day of _____, 20_____, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably

satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at

its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have

against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works
401 N. Morton Street, Suite 120
Bloomington IN 47404
Attn: Adam Wason, Director

If to Escrow Agent:

First Financial Bank 536 N. College Ave.
Bloomington, IN 47404
Attn: Cindy Kinnarney

If to Contractor:

Name: _____

Address: _____

City/State: _____

Attn: _____

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

OWNER:

City of Bloomington, Board of Public Works

By: _____

Kyla Cox Deckard, President

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____

Printed Name: _____

Title: _____

AUTHORIZATION TO RELEASE ESCROW FUNDS
(Date)

First Financial Bank
536 N. College Avenue
Bloomington, IN 47404

Attn: Cindy Kinnarney

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of _____, 20____, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project: _____
Account Holder/Contractor: _____
Primary Account Number: _____

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and it employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

Reviewed and Approved By:

By: _____

Printed Name: _____

Adam Wason, Director
Public Works Department

Title: _____

Dated: _____

Escrow Agent
First Financial Bank

By: _____

Printed Name and Title



Board of Public Works Staff Report

Project/Event: Masonry Repairs at City Hall

Petitioner/Representative: Public Works Department

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

Meeting Date: June 23, 2020

This contract is for masonry repairs to the south end of City Hall. The CFC portion of the south elevation had begun showing structural instability. Upon investigation by consulting engineers and masonry contractors, it was determined that there was an urgent need to complete structural repairs to the header portions of the upper windows. We felt the urgent nature of the repairs justified an emergency purchase to complete these repairs. Umphress Masonry, Inc. was selected to complete the repairs on the CFC owned portion of the building. We felt it made the most sense to utilize the same contractor for repairs on the City owned portion. The Controller agreed and approved the emergency purchase.

The contract with Umphress Masonry, Inc. is for an amount not to exceed One Hundred Thousand Dollars (\$100,000.00). The window repairs will cost approximately Seventy Thousand Dollars (\$70,000.00). The remainder of the contract funds will be used to tuck-point as many areas where water is infiltrating the brick masonry.

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff".

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

City of Bloomington Emergency Purchase Justification Form

Emergency Purchase is a purchase which has been determined by the Department Head, and approved by the Controller, to be an emergency, and would cause immediate danger to health, safety or welfare, or other substantial loss to the City if not procured. This is a Special Purchasing Method as established by Indiana State Code 5-22-10, and does not require formal quotes, bids, or proposals.

PURCHASE INFORMATION

1. State the reason for the emergency purchase by explaining what the emergency is and what caused the emergency situation:

There are structural problems with the window headers on the south end of the Showers Building. CFC and the City have both had engineers investigate these issues. There is an immediate structural problem with the header above one particular window in the CFC owned section that is at risk of structural failure. This structural problem has been created by corrosion of the metal load bearing element of the header. All windows along the south end of the Showers Building show this corrosion and the possibility of structural damage or failure. It would be best to complete the same repairs to all windows. If there were a structural failure, it could lead to portions of the wall failing and materials falling into the interior of the building. This is considered a safety issue for the public, as well as employees.

2. State the facts that lead to the conclusion that financial or operational damage or risk of damage will occur if needs are not satisfied immediately (do not simply say that there will be damage or risk of damage):

The area in most critical need of repair is in the CFC portion of the building. It has been determined that repairs to their area should begin immediately. CFC will begin these repairs next week. We were wanting to use the same contractor for repairs to the City portion of the building for the reasons stated in #4 below.

3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:

We are trying to cooperate with CFC to complete these repairs. If we wait until we go through the normal purchasing procedure, we will not be able to utilize the same contractor. The reasons for utilizing the same contractor are listed below in #4.

4. State the reason and process used for selecting the vendor (Attach all quotes/proposals received from other sources, if applicable):

CFC will be using Umphress Masonry to complete the repairs on their portion of the building. We would like to use Umphress as well. There are several factors that went into this decision. The first is consistency of the repairs. Using the same contractor will guarantee the repairs look the same and are completed to the same standards. It will also allow CFC and the City to share mobilization costs, in that we will not have two separate mobilizations from two different contractors. It will give us some economy of scale since Umphress Masonry will be doing both the CFC and City portions of the building and will price their work accordingly. It will also prevent any potential conflicts between different contractors working on the same project.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

J. D. Boruff
Print/Type Name

Facilities Director
Print/Type Title

Public Works
Department


Department Head Signature

Date

Telephone Number

Amount: \$100,000.00

Budget Line: 101-19-190000-54510

Approved by: _____

Date: _____

Jeffery H. Underwood - Controller

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
UMPHRESS MASONRY, INC.
FOR
MASONRY REPAIRS AT CITY HALL

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Umphress Masonry, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **masonry repairs to City Hall**, (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote 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 Quoter for said project.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 45 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 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. The 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.

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him 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 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Thousand Dollars (\$100,000.00). 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 own and all subcontracted employees, to City Engineer or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

3.06 **Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

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

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

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

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

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his 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 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 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 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 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 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 Surety for his 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 Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
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 from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) 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
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. 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.

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

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

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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 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 both 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 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR’s Payment Bond.

5.12.04 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 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	Umphress Masonry, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Dave Umphress, President/Owner
P.O. Box 100 Suite 130	420 Hayes Road
Bloomington, Indiana 47402	Bedford, Indiana 47421

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 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 swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Umphress Masonry, Inc.

BY:

BY:

Kyla Cox Deckard, President

Dave Umphress, President / Owner

Beth H. Hollingsworth, Member

Dana Palazzo, Member

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

MASONRY REPAIRS AT CITY HALL

All repairs shall be limited to the City owned portion of the Showers Building. This project shall include, but is not limited to:

1. Removal of decayed support irons above top row of windows on south end of building.
2. Install new galvanized 4 inch by 7 inch angle irons above windows.
3. Install new flashings above windows.
4. Grind and tuck-point above all windows on south elevation.
5. Application of sealant to the brick masonry.
6. Tuck-pointing of additional areas as the project budget allows and is approved by Owner.

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 #: _____

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

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: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

Commission #: _____

ATTACHMENT D

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____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

Commission #: _____



Board of Public Works Staff Report

Project/Event: 2020 Morton Street Garage Repair
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 05.26.2020

Report:

In accordance with the recommendations with the 2017 CE Solutions Structural Report, we are finalizing repairs to the Morton Street Garage. These repairs include:

- Barrier Tendon Anchorage repair
- Stair tread nosing repair
- Expansion joint replacement
- Exterior repairs consisting of Elastomeric Coating, Epoxy Injection, and Concrete Sealing

The following bids were received on 4.27.2020:

Contractor	Project Name	Base Bid	Alt 1	Total Contract
Haire Construction	Repairs & Waterproofing	\$96,500	No Bid	\$96,500
Structural Systems Repair Group, LLC	Repairs & Waterproofing	\$145,000	\$45,000	\$190,000
Structural Preservation Systems, LLC	Repairs & Waterproofing	\$129,980	\$11,060	\$141,040
Advance Restoration Contractors, Inc.	Repairs & Waterproofing	\$78,000	\$42,000	\$120,000
Browning Chapman, LLC	Repairs & Waterproofing	\$65,450	\$5,000	\$70,450

At this time, staff is not recommending any repairs due to COVID-19 operational budgetary shortfalls. Staff is anticipating completing these repairs in 2021.

Total cost to repair = \$ N/A

Line Item: 452.26.26000.53650

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



Board of Public Works Claim Register

Invoice Date Range 06/10/20 - 06/26/20

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Heather Addison	01-refund adoption fee-canine-5/29/20		06/26/2020	75.00
Pam Quisenberry	01-refund adoption fee-feline-6/5/20		06/26/2020	75.00
Account 43430 - Animal Adoption Fees Totals			Invoice 2	<u>\$150.00</u>
			Transactions	
Account 52110 - Office Supplies				
5819 - Synchrony Bank	06-Desk Phone Organizer		06/18/2020	21.28
Account 52110 - Office Supplies Totals			Invoice 1	<u>\$21.28</u>
			Transactions	
Account 52210 - Institutional Supplies				
4623 - Bayer Corporation	01-antibiotics-Baytril Otic 15 ML		06/26/2020	158.76
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-5/29/20		06/26/2020	173.72
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)-5/28/20		06/26/2020	54.40
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L), syringes-5/21/20		06/26/2020	256.50
4633 - Midwest Veterinary Supply, INC	01-antiparasitic, surgi-lube-5/28/20		06/26/2020	316.71
6530 - Office Depot, INC	01-pkg dish brushes		06/26/2020	10.59
6530 - Office Depot, INC	01-water hose		06/26/2020	59.99
4137 - Patterson Veterinary Supply, INC	01-lime dip-6/3/20		06/26/2020	5.79
4137 - Patterson Veterinary Supply, INC	01-nursing bottles		06/26/2020	21.26



Board of Public Works Claim Register

Invoice Date Range 06/10/20 - 06/26/20

4137 - Patterson Veterinary Supply, INC	01-Albon anti-bacterial-5/28/20	06/26/2020	44.05
4137 - Patterson Veterinary Supply, INC	01-ID bands, Gastrafate-5/28/20	06/26/2020	126.66
4137 - Patterson Veterinary Supply, INC	01-puppy milk-6/3/20	06/26/2020	151.60
4666 - Zoetis, INC	01-vaccines-Felocell 3 RCP	06/26/2020	364.00
4666 - Zoetis, INC	01-antibiotics-Convenia, Clavamox Drops	06/26/2020	438.86
4574 - John Deere Financial (Rural King)	01-pellet bedding	06/26/2020	299.50
Account 52210 - Institutional Supplies Totals		Invoice 15 Transactions	<hr/> \$2,482.39
Account 52410 - Books			
4832 - Animal Care Equipment & Services, LLC	01-cadaver bags, catch pole, stretcher, books, animal grabber	06/26/2020	40.00
Account 52410 - Books Totals		Invoice 1 Transactions	<hr/> \$40.00
Account 52420 - Other Supplies			
5819 - Synchrony Bank	02 - Sanitizer Supplies	06/26/2020	50.85
5819 - Synchrony Bank	02 - Sanitizer Supplies	06/26/2020	223.60
5819 - Synchrony Bank	02 - Sanitizer Supplies	06/26/2020	155.16
Account 52420 - Other Supplies Totals		Invoice 3 Transactions	<hr/> \$429.61
Account 52430 - Uniforms and Tools			
4832 - Animal Care Equipment & Services, LLC	01-thermometers-inc. s/h	06/26/2020	140.36
4832 - Animal Care Equipment & Services, LLC	01-cadaver bags, catch pole, stretcher, books, animal grabber	06/26/2020	351.35
Account 52430 - Uniforms and Tools Totals		Invoice 2 Transactions	<hr/> \$491.71
Account 53130 - Medical			
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-5/26-5/28/20	06/26/2020	861.00



Board of Public Works Claim Register

Invoice Date Range 06/10/20 - 06/26/20

175 - Monroe County Humane Association, INC	01-urinalysis-2/17/20		06/26/2020	22.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visits/diagnostics/surgeries-6/9/20		06/26/2020	1,316.11
Account 53130 - Medical Totals			Invoice 3 Transactions	\$2,199.11
Account 53220 - Postage				
4487 - PMB East, INC (PakMail)	01-BOH shipping-6/1/20		06/26/2020	12.98
4487 - PMB East, INC (PakMail)	01-BOH shipping-6/4/20		06/26/2020	13.30
4487 - PMB East, INC (PakMail)	01-BOH shipping-6/9/2020		06/26/2020	13.30
Account 53220 - Postage Totals			Invoice 3 Transactions	\$39.58
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill - May 2020		06/10/2020	162.70
Account 53530 - Water and Sewer Totals			Invoice 1 Transactions	\$162.70
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-May 2020 management fee		06/18/2020	318.54
222 - Vectren	19-ACC-gas bill 5/4-6/2/20		06/18/2020	234.96
Account 53540 - Natural Gas Totals			Invoice 2 Transactions	\$553.50
Account 53610 - Building Repairs				
4483 - City Lawn Corporation	19-SA Mowing on 3410 S Walnut 5/4,5/11,5/18, 5/26	BC 2019-121	06/26/2020	480.00
4483 - City Lawn Corporation	19-SA Mowing @ ACC 4/13,4/20,4/27	BC 2019-121	06/26/2020	360.00
4483 - City Lawn Corporation	19-SA Mowing @ ACC 4/6	BC 2019-121	06/26/2020	120.00
1537 - Indiana Door & Hardware Specialties, INC	01-New Yale Entry Lock at ACC		06/26/2020	183.00
Account 53610 - Building Repairs Totals			Invoice 4 Transactions	\$1,143.00



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Program 010000 - Main Totals		Invoice 37 Transactions	\$7,712.88
Program 010001 - Donations Over \$5K			
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-HTW treatment-6/1/20	06/26/2020	58.20
6529 - BloomingPaws, LLC	01-HTW treatment-6/2/20	06/26/2020	57.96
Account 53130 - Medical Totals		Invoice 2 Transactions	\$116.16
Program 010001 - Donations Over \$5K Totals		Invoice 2 Transactions	\$116.16
Department 01 - Animal Shelter Totals		Invoice 39 Transactions	\$7,829.04
Department 02 - Public Works			
Program 020000 - Main			
Account 53210 - Telephone			
1079 - AT&T	02-Radio circuits-phone charges 4/29-5/28/20	06/10/2020	180.64
Account 53210 - Telephone Totals		Invoice 1 Transactions	\$180.64
Account 53990 - Other Services and Charges			
3472 - Lucity, INC	2020-2021 Annual Service Contract for Lucity Software	BC 2018-76 06/26/2020	10,431.45
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	\$10,431.45
Program 020000 - Main Totals		Invoice 2 Transactions	\$10,612.09
Department 02 - Public Works Totals		Invoice 2 Transactions	\$10,612.09
Department 03 - City Clerk			
Program 030000 - Main			
Account 53310 - Printing			



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20152 - Municipal Code Corporation	03-BMC Supplement 36, Update 1	06/26/2020	1,393.00
	Account 53310 - Printing Totals	Invoice 1	<hr/> \$1,393.00
		Transactions	
	Program 030000 - Main Totals	Invoice 1	<hr/> \$1,393.00
		Transactions	
	Department 03 - City Clerk Totals	Invoice 1	<hr/> \$1,393.00
		Transactions	
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	04: Purdue Training Jane Kupersmith	06/26/2020	2,195.00
	Account 53160 - Instruction Totals	Invoice 1	<hr/> \$2,195.00
		Transactions	
Account 53170 - Mgt. Fee, Consultants, and Workshops			
7214 - Pale Blue Dot, LLC	04 - Climate Vulnerability Assessment (50% of total)	06/26/2020	8,178.25
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1	<hr/> \$8,178.25
		Transactions	
Account 53320 - Advertising			
3560 - First Financial Bank / Credit Cards	04: Job Search listing on LinkedIn - Spec Proj Mgr	06/26/2020	250.00
	Account 53320 - Advertising Totals	Invoice 1	<hr/> \$250.00
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	04 - 2020 HootSuite Monthly Subscription (ESD)	06/26/2020	5.99
53442 - Paragon Micro, INC	04 - Monthly Power BI allocated subscription (ESD)	06/26/2020	18.32
	Account 53910 - Dues and Subscriptions Totals	Invoice 2	<hr/> \$24.31
		Transactions	
Account 53990 - Other Services and Charges			
6515 - Green Camino, INC	04 - Monthly Composting Services (City, CBU, Transit)	06/26/2020	60.00



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Account 53990 - Other Services and Charges Totals	Invoice 1	\$60.00
	Transactions	
Program 040000 - Main Totals	Invoice 6	\$10,707.56
	Transactions	
Department 04 - Economic & Sustainable Dev Totals	Invoice 6	\$10,707.56
	Transactions	

Department **05 - Common Council**

Program **050000 - Main**

Account **53910 - Dues and Subscriptions**

3956 - West Publishing Corporation (Thomson Reuters)	05 - 2020 Westlaw Electronic Subscription	06/26/2020	340.78
3956 - West Publishing Corporation (Thomson Reuters)	10 books and online monthly fee west 842490451	06/26/2020	204.18
	Account 53910 - Dues and Subscriptions Totals	Invoice 2	\$544.96
		Transactions	
	Program 050000 - Main Totals	Invoice 2	\$544.96
		Transactions	
	Department 05 - Common Council Totals	Invoice 2	\$544.96
		Transactions	

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52420 - Other Supplies**

3560 - First Financial Bank / Credit Cards	06-Hand Sanitizer 8 oz bottles at 80% alcohol	06/26/2020	143.76
5099 - Office Three Sixty, INC	06-Hand Sanitizer (2) 33.8 oz bottles	06/18/2020	24.18
5819 - Synchrony Bank	06-Touchless hand sanitizers, face masks	06/18/2020	51.82
5819 - Synchrony Bank	06-gloves	06/18/2020	6.55
	Account 52420 - Other Supplies Totals	Invoice 4	\$226.31
		Transactions	

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

5648 - Reedy Financial Group, PC	06- Financial Services - TIF	06/18/2020	5,911.65
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Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1	\$5,911.65
		Transactions	
Account 53630 - Machinery and Equipment Repairs			
371 - Pitney Bowes, INC	06-Postage meter rental and maintenance 2020	06/18/2020	120.00
Account 53630 - Machinery and Equipment Repairs Totals		Invoice 1	\$120.00
		Transactions	
Account 53990 - Other Services and Charges			
5648 - Reedy Financial Group, PC	06- Financial Services for Financial Plan Prep.	06/18/2020	10,025.83
5444 - Tyler Technologies, INC	06-Energov Community Development Software	06/18/2020	8,575.00
1352 - Cornerstone Planning & Design INC	18- Project Management	06/26/2020	6,084.60
Account 53990 - Other Services and Charges Totals		Invoice 3	\$24,685.43
		Transactions	
Program 060000 - Main Totals		Invoice 9	\$30,943.39
		Transactions	
Department 06 - Controller's Office Totals		Invoice 9	\$30,943.39
		Transactions	
Department 09 - CFRD			
Program 090000 - Main			
Account 53640 - Hardware and Software Maintenance			
6090 - Smartsheet, INC	09-CFRD business subscription for 6-30-20 to 6-29-21	06/26/2020	996.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	\$996.00
		Transactions	
Program 090000 - Main Totals		Invoice 1	\$996.00
		Transactions	
Department 09 - CFRD Totals		Invoice 1	\$996.00
		Transactions	
Department 10 - Legal			
Program 100000 - Main			
Account 52410 - Books			



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3956 - West Publishing Corporation (Thomson Reuters)	10 books and online monthly fee west 842490451	06/26/2020	996.95
	Account 52410 - Books Totals	Invoice 1	\$996.95
Account 53160 - Instruction		Transactions	
259 - Indiana Association Of Cities & Towns (AIM)	10 IMLA Municipal law webinars 69296	06/26/2020	1,050.00
52374 - Indiana Chamber Of Commerce	10 seminar Risk Ind Worker's Comp seminar	06/26/2020	499.00
	Account 53160 - Instruction Totals	Invoice 2	\$1,549.00
Account 53910 - Dues and Subscriptions		Transactions	
1409 - Monroe County Bar Association	10 2020 monroe county bar dues	06/26/2020	240.00
3956 - West Publishing Corporation (Thomson Reuters)	05 - 2020 Westlaw Electronic Subscription	06/26/2020	1,363.09
	Account 53910 - Dues and Subscriptions Totals	Invoice 2	\$1,603.09
		Transactions	
	Program 100000 - Main Totals	Invoice 5	\$4,149.04
		Transactions	
Program 101000 - Human Rights			
Account 53160 - Instruction			
6807 - National Employment Law Institute	10 webinar mid year ethics seminar 20Eth1- 55637	06/26/2020	211.65
	Account 53160 - Instruction Totals	Invoice 1	\$211.65
		Transactions	
	Program 101000 - Human Rights Totals	Invoice 1	\$211.65
		Transactions	
	Department 10 - Legal Totals	Invoice 6	\$4,360.69
		Transactions	
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	11-tabloid paper, pens	06/26/2020	46.10



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		Account 52110 - Office Supplies Totals	Invoice 1 Transactions	\$46.10
Account 52420 - Other Supplies				
1096 - Thomas M Renneisen	11-reimbursement for lunch (Fire negotiations #2)		06/26/2020	66.70
		Account 52420 - Other Supplies Totals	Invoice 1 Transactions	\$66.70
Account 53310 - Printing				
129 - FedEx Office and Print Service, INC	11-signs for COVID19 reopening		06/26/2020	24.20
		Account 53310 - Printing Totals	Invoice 1 Transactions	\$24.20
Account 53320 - Advertising				
50706 - Bloomington Magazine, INC (Bloom Magazine)	11-ad in Bloom June/July issue (COVID thanks)		06/26/2020	1,134.00
50706 - Bloomington Magazine, INC (Bloom Magazine)	11-Bloom website ads June/July		06/26/2020	240.00
		Account 53320 - Advertising Totals	Invoice 2 Transactions	\$1,374.00
Account 53910 - Dues and Subscriptions				
53442 - Paragon Micro, INC	11-PowerBI subscriptions for Innovation		06/26/2020	18.32
		Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$18.32
		Program 110000 - Main Totals	Invoice 6 Transactions	\$1,529.32
		Department 11 - Mayor's Office Totals	Invoice 6 Transactions	\$1,529.32
Department 12 - Human Resources				
Program 120000 - Main				
Account 53320 - Advertising				
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12 Job Ad Invoice 53120 \$344.89		06/26/2020	344.89
		Account 53320 - Advertising Totals	Invoice 1 Transactions	\$344.89



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Program 120000 - Main Totals		Invoice 1	\$344.89
		Transactions	
Department 12 - Human Resources Totals		Invoice 1	\$344.89
		Transactions	
Department 13 - Planning			
Program 130000 - Main			
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	13-FFB (REFUND) for Shared Use Mobility Summit/Chicago	06/26/2020	(530.00)
Account 53160 - Instruction Totals		Invoice 1	(\$530.00)
		Transactions	
Account 53170 - Mgt. Fee, Consultants, and Workshops			
6289 - Clarion Associates, LLC	13-UDO Update Contract Ext.-serv as of 5/31/20	06/26/2020	337.50
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1	\$337.50
		Transactions	
Account 53320 - Advertising			
3560 - First Financial Bank / Credit Cards	13 - Reimbursement for APWA job posting-- Project Engineer Deta	06/26/2020	325.00
3560 - First Financial Bank / Credit Cards	13 - Reimbursement_ITE_Project Engineer job posting	06/26/2020	295.00
3560 - First Financial Bank / Credit Cards	13 - Reimbursement_SWE_Project Engineer job posting	06/26/2020	220.00
Account 53320 - Advertising Totals		Invoice 3	\$840.00
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	13 - Reimbursement_PE license renewal_Neil Kopper	06/26/2020	105.56
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$105.56
		Transactions	
Account 53990 - Other Services and Charges			
6728 - Precision Quality Contracting, LLC	13-P&T_removal & re-install of network cables for cubicles.	06/26/2020	10,114.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$10,114.00
		Transactions	



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Account 54310 - Improvements Other Than Building

818 - Everywhere Signs, LLC	13-Rogers Rd Sidepath, pedestrian signs (extra signage)		06/26/2020	470.00
19278 - Milestone Contractors, LP	13-Adams St SW & Intersection-4/9-5/1/20	BC 2019-129	06/26/2020	156,483.13

Account 54310 - Improvements Other Than Building Totals		Invoice 2	<hr/>	\$156,953.13
		Transactions	<hr/>	
Program 130000 - Main Totals		Invoice 9	<hr/>	\$167,820.19
		Transactions	<hr/>	
Department 13 - Planning Totals		Invoice 9	<hr/>	\$167,820.19
		Transactions		

Department 19 - Facilities Maintenance

Program 190000 - Main

Account 52310 - Building Materials and Supplies

177 - Indiana Oxygen Company, INC	19-cylinder rental, torch supplies, other		06/26/2020	36.52
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Account 52310 - Building Materials and Supplies Totals		Invoice 1	<hr/>	\$36.52
		Transactions		

Account 52420 - Other Supplies

3560 - First Financial Bank / Credit Cards	19-Hand Sanitizer Dispensers and Refill of Hand Sanitizer		06/26/2020	312.00
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Account 52420 - Other Supplies Totals		Invoice 1	<hr/>	\$312.00
		Transactions		

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill-May 2020		06/10/2020	1,307.41
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208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-May 2020		06/18/2020	15.48
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Account 53530 - Water and Sewer Totals		Invoice 2	<hr/>	\$1,322.89
		Transactions		

Account 53610 - Building Repairs

4483 - City Lawn Corporation	19-SA Mowing on 4th/Washington	BC 2019-121	06/26/2020	120.00
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4483 - City Lawn Corporation	19-SA Mowing on 2541 W Third St	BC 2019-121	06/26/2020	250.00
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4483 - City Lawn Corporation	19-SA Mowing on 2nd & Weimer 5/21	BC 2019-121	06/26/2020	35.00
4483 - City Lawn Corporation	19-SA Mowing on 4th/Washington 4/15,4/21	BC 2019-121	06/26/2020	60.00
4483 - City Lawn Corporation	19-SA Mowing on 2541 W Third St 4/15,4/22	BC 2019-121	06/26/2020	100.00
4483 - City Lawn Corporation	19-SA Mowing on 1910 W 3rd St. 5/1,5/6,5/20,5/28	BC 2019-121	06/26/2020	160.00
4483 - City Lawn Corporation	19-SA Mowing on Tapp & Rockport Rd 5/21	BC 2019-121	06/26/2020	35.00
4483 - City Lawn Corporation	19-SA Mowing @ ACC 4/13,4/20,4/27	BC 2019-121	06/26/2020	80.00
4483 - City Lawn Corporation	19-SA Mowing on 2nd & Weimer 4/20	BC 2019-121	06/26/2020	35.00
4483 - City Lawn Corporation	19-SA Mowing 4th/Washington 4/1,4/7	BC 2019-121	06/26/2020	60.00
4483 - City Lawn Corporation	19-SA Mowing 1920 W. 3rd St 4/8	BC 2019-121	06/26/2020	40.00
4483 - City Lawn Corporation	19-SA Mowing on Tapp & Rockport Rd 4/10	BC 2019-121	06/26/2020	35.00
4483 - City Lawn Corporation	19-SA Mowing City Hall 4/6	BC 2019-121	06/26/2020	50.00
1537 - Indiana Door & Hardware Specialties, INC	19-New Core Off System, New Keys for above, Control Key		06/26/2020	166.00
392 - Koorsen Fire & Security, INC	19-SA June Sprinkler Inspection @ City Hall	BC 2019-126	06/26/2020	154.50
Account 53610 - Building Repairs Totals			Invoice 15 Transactions	<hr/> \$1,380.50
Program 190000 - Main Totals			Invoice 19 Transactions	<hr/> \$3,051.91
Department 19 - Facilities Maintenance Totals			Invoice 19 Transactions	<hr/> \$3,051.91
Department 28 - ITS				
Program 280000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	28 - Cubicle Coat Hooks for TSG		06/26/2020	14.96
6530 - Office Depot, INC	28 - Task Light for Tech Specialist		06/26/2020	39.99



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5819 - Synchrony Bank	28 - Hand Sanitizer Gallon Pump	06/26/2020	209.94
5819 - Synchrony Bank	28 - Swiffer Dusters	06/26/2020	17.99
Account 52110 - Office Supplies Totals		Invoice 4 Transactions	\$282.88
Account 52420 - Other Supplies			
6274 - Quality Logo Products	28 - Retractable Badge Holders (300)	06/26/2020	303.69
337 - Stansifer Radio Co, INC	28 - Cords and Cables for ITS Training Room	06/26/2020	39.92
5819 - Synchrony Bank	28 - Wipes for Cleaning IT Equipment/Touchscreens in City Hall	06/26/2020	97.93
Account 52420 - Other Supplies Totals		Invoice 3 Transactions	\$441.54
Account 53640 - Hardware and Software Maintenance			
3989 - Ricoh USA, INC	28 - Copier Maintenance - Police Substation - May 2020	06/26/2020	8.83
8750 - Service Express, INC	28 - Server Maintenance - 7/1/20 - 9/30/20	06/26/2020	2,868.00
7177 - Zoho Corporation	28 - Manage Engine Desktop Central - minus training	06/26/2020	43,028.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 3 Transactions	\$45,904.83
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	28 - Annual Canva Subscription-5/26/20-5/26/21 - 14 Users	06/26/2020	1,671.60
3560 - First Financial Bank / Credit Cards	28 - Zoom Annual Business Subscription - 17 Host Licenses	06/26/2020	3,352.99
3560 - First Financial Bank / Credit Cards	28 - Google Domain Purchase bloomington.dev	06/26/2020	12.00
6556 - KnowBe4, INC	28 - Annual Renewal - Security Awareness Training Subscription	06/26/2020	11,160.00
5786 - Promevo, LLC	28 - G Suite Basic User License - Additional 20	06/26/2020	828.40
5786 - Promevo, LLC	28 - Google Drive Storage Subscription 50GB - May 2020	06/26/2020	95.08
Account 53910 - Dues and Subscriptions Totals		Invoice 6 Transactions	\$17,120.07



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	Program 280000 - Main Totals	Invoice 16 Transactions	\$63,749.32
	Department 28 - ITS Totals	Invoice 16 Transactions	\$63,749.32
	Fund 101 - General Fund (S0101) Totals	Invoice 117 Transactions	\$303,882.36
Fund 152 - Food & Beverage Tax(S9509)			
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53970 - Mayor's Promotion of Business			
18844 - First Financial Bank, N.A.	06-FAB RRF 06/11/20 Switchard Brewing	06/11/2020	50,000.00
18844 - First Financial Bank, N.A.	06-FAB RRF 06/11/20 Cup & Kettle	06/11/2020	35,000.00
18844 - First Financial Bank, N.A.	06-FAB RRF 06/12/2020-PopKorn Kernels & Little Tibet	06/12/2020	65,000.00
18844 - First Financial Bank, N.A.	06-Midway Music Speaks \$5,000 FAB Loan	06/18/2020	5,000.00
	Account 53970 - Mayor's Promotion of Business Totals	Invoice 4 Transactions	\$155,000.00
	Program 060000 - Main Totals	Invoice 4 Transactions	\$155,000.00
	Department 06 - Controller's Office Totals	Invoice 4 Transactions	\$155,000.00
	Fund 152 - Food & Beverage Tax(S9509) Totals	Invoice 4 Transactions	\$155,000.00
Fund 249 - Grants Non Approp			
Department 04 - Economic & Sustainable Dev			
Program G17018 - Bloomington Wide Brownfields			
Account 53170 - Mgt. Fee, Consultants, and Workshops			
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	06/26/2020	830.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	06/26/2020	484.00



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4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	06/26/2020	6,998.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	06/26/2020	16,217.49
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	06/26/2020	2,380.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	06/26/2020	2,765.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 6	<hr/> \$29,674.49
Program G17018 - Bloomington Wide Brownfields Totals		Invoice 6	<hr/> \$29,674.49
Department 04 - Economic & Sustainable Dev Totals		Invoice 6	<hr/> \$29,674.49
Fund 249 - Grants Non Approp Totals		Invoice 6	<hr/> \$29,674.49
Fund 401 - Non-Reverting Telecom (S1146)		Transactions	
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 53640 - Hardware and Software Maintenance			
13482 - Northern Lights Locating & Inspection, INC	25-line locations services-May 2020	BC 2007-29 06/26/2020	2,500.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	<hr/> \$2,500.00
Account 54450 - Equipment		Transactions	
6222 - Apple, INC	25 - Capital Replacement - 1 MacBook (Apple Care)	06/26/2020	119.00
Account 54450 - Equipment Totals		Invoice 1	<hr/> \$119.00
Program 254000 - Infrastructure Totals		Invoice 2	<hr/> \$2,619.00
Program 256000 - Services		Transactions	
Account 53150 - Communications Contract			
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business services/equip chgs-6/21-7/20/20	06/18/2020	118.00



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Account 53150 - Communications Contract Totals		Invoice 1	\$118.00
		Transactions	
Account 54420 - Purchase of Equipment			
5819 - Synchrony Bank	28 - TV and Mount for ITS Training Room	06/26/2020	1,587.97
Account 54420 - Purchase of Equipment Totals		Invoice 1	\$1,587.97
		Transactions	
Program 256000 - Services Totals		Invoice 2	\$1,705.97
		Transactions	
Department 25 - Telecommunications Totals		Invoice 4	\$4,324.97
		Transactions	
Fund 401 - Non-Reverting Telecom (S1146) Totals		Invoice 4	\$4,324.97
		Transactions	
Fund 450 - Local Road and Street(S0706)			
Department 20 - Street			
Program 200000 - Main			
Account 53520 - Street Lights / Traffic Signals			
223 - Duke Energy	02-2nd&Patterson-Signal-elec. chgs 4/23-5/22/20	06/10/2020	40.00
223 - Duke Energy	02-3rd & Westplex-equip chgs/electric bill-5/26/20	BC 2019-69 06/10/2020	17.17
223 - Duke Energy	02-912 S. Walnut-Crosswalk-electric bill-4/27-5/27/20	06/10/2020	9.13
223 - Duke Energy	02-420 E. 19th-Crosswalk-elec. bill 4/27-5/27/20	06/10/2020	9.13
223 - Duke Energy	02-420 E. 19th-HAWK Signal-elec. bill 5/1-6/2/20	06/18/2020	14.45
223 - Duke Energy	02-4th&WA-metered surface lot-elec. bill-4/30-6/1/20	BC 2019-85 06/18/2020	22.74
223 - Duke Energy	02-Blue Bird Alleyway-elec bill -4/28-5/28/20	BC 2020-01 06/18/2020	20.97
223 - Duke Energy	02-Various locations-street lght chgs.-elec. bill-4/28-5/28/20	BC 2018-03 06/18/2020	25.58
223 - Duke Energy	02-2200 W. Tapp Rd-elec chgs-5/5-6/4/20	BC 2019-03 06/18/2020	4.40
223 - Duke Energy	02-4th&Dunn-surface lot-elec. chgs & equip costs-5/1-6/2/20	BC 2019-72 06/18/2020	27.06



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223 - Duke Energy	02-Countryside & Sunflower-street light chgs-4/28-5/28/20	BC 2018-101	06/18/2020	3.85
223 - Duke Energy	02-114 N Walnut St (alley)-street light chgs.-4/30-6/1/20	BC 2018-86	06/18/2020	4.88
223 - Duke Energy	02-W. 11th btwn Rogers & Fairview-elec bill-4/30-6/1/20		06/18/2020	11.83
223 - Duke Energy	02-10th & Union signal-electric bill 5/7-6/8/20		06/18/2020	43.08
223 - Duke Energy	02-Country Club Dr-ped bridge-energy usage-5/11-6/10/20	BC 2019-70	06/18/2020	25.08
223 - Duke Energy	02-E. Cottage Grove-electric bill-5/11-6/10/20	BC 2019-06	06/18/2020	29.25
223 - Duke Energy	02-Traffic Signal Summary electric bill-4/30-6/1/20	BC 2010-23	06/18/2020	2,854.79
223 - Duke Energy	02-Street Light Summary Electric bill-06/05/2020	BC 2010-23	06/18/2020	33,438.23
223 - Duke Energy	02-E.10th St. LED lights-elec bill 5/7-6/8/20		06/18/2020	118.94

Account 53520 - Street Lights / Traffic Signals Totals	Invoice 19	\$36,720.56
	Transactions	
Program 200000 - Main Totals	Invoice 19	\$36,720.56
	Transactions	
Department 20 - Street Totals	Invoice 19	\$36,720.56
	Transactions	
Fund 450 - Local Road and Street(S0706) Totals	Invoice 19	\$36,720.56
	Transactions	

Fund 451 - Motor Vehicle Highway(S0708)

Department **20 - Street**

Program **200000 - Main**

Account **52110 - Office Supplies**

9523 - Freedom Business Solutions, LLC	20- Color LJ 4600/4650 Canon IC C2500-LBP-2510 Yellow		06/26/2020	130.00
	Account 52110 - Office Supplies Totals	Invoice 1		\$130.00
		Transactions		

Account **52420 - Other Supplies**

4574 - John Deere Financial (Rural King)	20 Paint Supplies for Kirkwood ballards storage		06/26/2020	29.99
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7225 - Arctic Glacier USA, INC	20-ice for crews-145 7lb bags		06/26/2020	224.75
313 - Fastenal Company	20-supplies-gloves, earplugs, tape measure, spray paint-6/8/20		06/26/2020	169.63
786 - Richard's Small Engine, INC	20 -Hygiene set for tree crew helmets		06/26/2020	12.99
Account 52420 - Other Supplies Totals			Invoice 4 Transactions	\$437.36
Account 53250 - Pagers				
332 - Indiana Paging Network, INC	20 Paging Service for Snow Control-July 2020		06/26/2020	87.26
Account 53250 - Pagers Totals			Invoice 1 Transactions	\$87.26
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Traffic Bldg.-water/sewer bill-May 2020		06/10/2020	35.28
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-May 2020		06/10/2020	247.58
208 - City Of Bloomington Utilities	19-Street Dept-fire hydrant-water/sewer bill-May 2020		06/10/2020	41.84
Account 53530 - Water and Sewer Totals			Invoice 3 Transactions	\$324.70
Account 53540 - Natural Gas				
222 - Vectren	19-Street Dept-gas bill 5/6-6/4/20		06/18/2020	30.47
222 - Vectren	19-Traffic Bldg-gas bill 5/6-6/4/20		06/18/2020	27.88
Account 53540 - Natural Gas Totals			Invoice 2 Transactions	\$58.35
Account 53610 - Building Repairs				
392 - Koorsen Fire & Security, INC	19-SA May Fire Extinguisher @ Traffic	BC 2019-126	06/26/2020	71.85
Account 53610 - Building Repairs Totals			Invoice 1 Transactions	\$71.85
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/27/20	BC 2009-52	06/26/2020	18.95



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19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-5/27/20		06/26/2020	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded-6/3/20	BC 2009-52	06/26/2020	18.03
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-6/3/20		06/26/2020	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-6/10/20		06/26/2020	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-6/10/20	BC 2009-52	06/26/2020	18.03
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 6	<hr/> \$157.85
			Transactions	
Account 53990 - Other Services and Charges				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-May 2020 management fee		06/18/2020	99.46
52226 - Hoosier Transfer Station-3140	20- Disposal Fee for sweeper dumps-5/7/20		06/26/2020	1,511.72
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets-April 2020-741 tickets		06/26/2020	703.95
6152 - K&S Rolloff, INC	20 Rolloff Service for sweeper dumps-2-5/7/20		06/26/2020	330.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-5/11/20		06/26/2020	170.00
Account 53990 - Other Services and Charges Totals			Invoice 5	<hr/> \$2,815.13
			Transactions	
Program 200000 - Main Totals			Invoice 23	<hr/> \$4,082.50
			Transactions	
Department 20 - Street Totals			Invoice 23	<hr/> \$4,082.50
			Transactions	
Fund 451 - Motor Vehicle Highway(S0708) Totals			Invoice 23	<hr/> \$4,082.50
			Transactions	
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-May 2020		06/18/2020	47.56



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Account 53530 - Water and Sewer Totals	Invoice 1	\$47.56
	Transactions	
Program 260000 - Main Totals	Invoice 1	\$47.56
	Transactions	
Department 26 - Parking Totals	Invoice 1	\$47.56
	Transactions	
Fund 452 - Parking Facilities(S9502) Totals	Invoice 1	\$47.56
	Transactions	

Fund 456 - MVH Restricted

Department 20 - Street

Program 200000 - Main

Account 52330 - Street , Alley, and Sewer Material

19278 - Milestone Contractors, LP	20-surface-Atwater-167.96 tons-5/11/20	BC 2019-32	06/26/2020	7,978.12
19278 - Milestone Contractors, LP	20-surface-Atwater/Swain/patching-590.22 tons-5/12-5/19/20	BC 2019-32	06/26/2020	27,751.98
19278 - Milestone Contractors, LP	20-surface-Atwater-66.99 tons-5/20/20	BC 2019-32	06/26/2020	3,182.03
19278 - Milestone Contractors, LP	20-surface-Rose Ave-249.77 tons-5/21 & 5/26/20	BC 2019-32	06/26/2020	11,864.12
19278 - Milestone Contractors, LP	20-surface-Breckenmore/patching-146.60 tons-5/27/20	BC 2019-32	06/26/2020	6,769.24
365 - Rogers Group, INC	20-#11 stone-33.10 tons-5/14/20		06/26/2020	297.90
365 - Rogers Group, INC	20-#11 Stone (30.81 tons), #53 stone (11.07 tons)-5/19 & 5/21/20		06/26/2020	342.05
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 7 Transactions	\$58,185.44

Account 52340 - Other Repairs and Maintenance

4519 - Osburn Associates, INC	20- Sign Materials (signs, sheeting, blanks)-5/22/20		06/26/2020	1,020.00
Account 52340 - Other Repairs and Maintenance Totals			Invoice 1 Transactions	\$1,020.00

Account 52420 - Other Supplies

313 - Fastenal Company	20-Expansion Anchor Bolts for Sidewalks-5/28/20		06/26/2020	49.50
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Invoice Date Range 06/10/20 - 06/26/20

394 - Kleindorfer Hardware & Variety	20-truck #4141-marking stick		06/26/2020	23.49
336 - Southside Rental Center, INC	20- 14" Diamond Blade for asphalt crew		06/26/2020	100.00
	Account 52420 - Other Supplies Totals	Invoice 3		\$172.99
		Transactions		
	Program 200000 - Main Totals	Invoice 11		\$59,378.43
		Transactions		
	Department 20 - Street Totals	Invoice 11		\$59,378.43
		Transactions		
	Fund 456 - MVH Restricted Totals	Invoice 11		\$59,378.43
		Transactions		
Fund 601 - Cumulative Capital Devlp(S2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-surface-Atwater/Swain/patching-590.22 tons- BC 2019-32		06/26/2020	283.58
	5/12-5/19/20			
19278 - Milestone Contractors, LP	20-surface-Breckenmore/patching-146.60 tons- BC 2019-32		06/26/2020	194.28
	5/27/20			
	Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 2		\$477.86
		Transactions		
	Program 020000 - Main Totals	Invoice 2		\$477.86
		Transactions		
	Department 02 - Public Works Totals	Invoice 2		\$477.86
		Transactions		
Department 13 - Planning				
Program 130000 - Main				
Account 54310 - Improvements Other Than Building				
18844 - First Financial Bank, N.A.	13-Adams St SW & Intersection-Escrow #2-4/9- BC 2020-20		06/26/2020	9,237.39
	5/1/20			
6754 - John M Simpson (Monroe LLC)	13-ROW Clearing Sare Road Multi-Use Path- BC 2020-20		06/26/2020	6,380.00
	Change Order			
	Account 54310 - Improvements Other Than Building Totals	Invoice 2		\$15,617.39
		Transactions		



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Program 130000 - Main Totals	Invoice 2	\$15,617.39
	Transactions	
Department 13 - Planning Totals	Invoice 2	\$15,617.39
	Transactions	
Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice 4	\$16,095.25
	Transactions	

Fund 610 - Vehicle Replacement Fund(S0012)

Department **06 - Controller's Office**

Program **060000 - Main**

Account **54410 - Lease Purchase**

6070 - 72 Hour LLC (National Auto Fleet Group)	02-2020 Chevrolet Bolt Electric Vehicles-5 Dr Wgn LT-Unit #241	06/26/2020	34,678.94
6070 - 72 Hour LLC (National Auto Fleet Group)	02-2020 Chevrolet Bolt Electric Vehicle-5 Dr Wgn LT-Unit #242	06/26/2020	34,678.94
	Account 54410 - Lease Purchase Totals	Invoice 2	\$69,357.88
		Transactions	
	Program 060000 - Main Totals	Invoice 2	\$69,357.88
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 2	\$69,357.88
		Transactions	
	Fund 610 - Vehicle Replacement Fund(S0012) Totals	Invoice 2	\$69,357.88
		Transactions	

Fund 730 - Solid Waste (S6401)

Department **16 - Sanitation**

Program **160000 - Main**

Account **43370 - Other Sales**

204 - State Of Indiana	18-Salex Tax May 2020	06/19/2020	72.88
	Account 43370 - Other Sales Totals	Invoice 1	\$72.88
		Transactions	

Account **52420 - Other Supplies**

7225 - Arctic Glacier USA, INC	16-ice for employees-96 7lb bags of ice-5/29/20	06/26/2020	148.80
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53005 - Menards, INC	16-hand soap for office		06/26/2020	17.97
	Account 52420 - Other Supplies Totals	Invoice 2		\$166.77
		Transactions		
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Sanitation-water/sewer bill-May 2020		06/10/2020	163.84
	Account 53530 - Water and Sewer Totals	Invoice 1		\$163.84
		Transactions		
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-May 2020 management fee		06/18/2020	22.18
222 - Vectren	19-Sanitation-gas bill 5/4-6/2/20		06/18/2020	59.53
	Account 53540 - Natural Gas Totals	Invoice 2		\$81.71
		Transactions		
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-6/3/20	BC 2009-52	06/26/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-6/3/20		06/26/2020	27.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-6/10/20	BC 2009-52	06/26/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-6/10/20		06/26/2020	27.26
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4		\$76.80
		Transactions		
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-recycling fees-5/18-5/28/20		06/26/2020	3,629.21
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-5/18-5/30/20		06/26/2020	14,765.59
	Account 53950 - Landfill Totals	Invoice 2		\$18,394.80
		Transactions		
	Program 160000 - Main Totals	Invoice 12		\$18,956.80
		Transactions		
	Department 16 - Sanitation Totals	Invoice 12		\$18,956.80
		Transactions		



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Fund 730 - Solid Waste (S6401) Totals

Invoice 12
Transactions

\$18,956.80

Fund 800 - Risk Management(S0203)

Department 10 - Legal

Program 100000 - Main

Account 52430 - Uniforms and Tools

8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 6063 baugh	06/26/2020	76.50
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 6065 moy	06/26/2020	95.25
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 6066 burnworth	06/26/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 6068 zike	06/26/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 5996 snedegar	06/26/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane 6070 Lutes	06/26/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Hoosier Workwear 6070	06/26/2020	97.50
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 6073 Creech	06/26/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 shoes Crane's 6075 Oakley	06/26/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-Safety Shoes for Ike Martin	06/26/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-Safety Shoes for Christ Johnson	06/26/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-Safety Shoes for Logan Nickless	06/26/2020	100.00
327 - Hoosier Workwear Outlet, INC	10 shoes Hoosier Workwear 357143 williams d	06/26/2020	99.99
327 - Hoosier Workwear Outlet, INC	10 shoes Hoosier Workwear 357198 cantrell	06/26/2020	100.00
327 - Hoosier Workwear Outlet, INC	10 shoes Hoosier Workwear inv3607 pritchard	06/26/2020	100.00
4291 - Monroe Optical, INC	10 shoes Monroe Optical FS520/ Klarich & Banks	06/26/2020	200.00



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		Account 52430 - Uniforms and Tools Totals	Invoice 16 Transactions	\$1,669.24
Account 53130 - Medical				
6091 - Frank L Corns	10 CDL physical 20 reimbursement corns		06/26/2020	89.00
7377 - Zachary D Eads	10 CDL physical 20 reimbursement Eads Z		06/26/2020	97.00
6946 - Sean McCoy	10 CDL physical 20 reimbursement mccoys		06/26/2020	100.00
18180 - Richard D Sexton	10 CDL physical 20 reimbursement sexton		06/26/2020	90.00
		Account 53130 - Medical Totals	Invoice 4 Transactions	\$376.00
Account 53410 - Liability / Casualty Premiums				
20275 - The Travelers Indemnity	10-Deductible on claim #FBU6129		06/26/2020	11,097.20
		Account 53410 - Liability / Casualty Premiums Totals	Invoice 1 Transactions	\$11,097.20
Account 53420 - Worker's Comp & Risk				
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S.Kinser -202083		06/15/2020	488.38
		Account 53420 - Worker's Comp & Risk Totals	Invoice 1 Transactions	\$488.38
		Program 100000 - Main Totals	Invoice 22 Transactions	\$13,630.82
		Department 10 - Legal Totals	Invoice 22 Transactions	\$13,630.82
		Fund 800 - Risk Management (S0203) Totals	Invoice 22 Transactions	\$13,630.82
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
18539 - Life Insurance Company Of North America	12-May 2020 LINA \$35,578.52		06/26/2020	4,275.50



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Account 53990 - Other Services and Charges Totals		Invoice 1	\$4,275.50
Account 53990.1201 - Other Services and Charges Health Insurance		Transactions	
3908 - CIGNA Healthcare	12-Apr May 2020 Dental Claim Funding	06/12/2020	28,534.18
	\$28,534.18		
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 1	\$28,534.18
Account 53990.1278 - Other Services and Charges Disability LTD		Transactions	
18539 - Life Insurance Company Of North America	12-May 2020 LINA \$35,578.52	06/26/2020	5,739.11
Account 53990.1278 - Other Services and Charges Disability LTD Totals		Invoice 1	\$5,739.11
Program 120000 - Main Totals		Transactions	
Department 12 - Human Resources Totals		Invoice 3	\$38,548.79
Fund 801 - Health Insurance Trust Totals		Transactions	
		Invoice 3	\$38,548.79
		Transactions	
		Invoice 3	\$38,548.79
		Transactions	
Fund 802 - Fleet Maintenance(\$9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52230 - Garage and Motor Supplies			
50605 - Bauer Built, INC	17-tires-385/65R225-(1), 11R225 PXYD1 RTRD-(13)	06/26/2020	3,384.40
4693 - Monroe County Tire & Supply, INC	17-tires-P265/70R16-4	06/26/2020	413.28
4693 - Monroe County Tire & Supply, INC	17-tires-255/70R17-4	06/26/2020	644.52
4693 - Monroe County Tire & Supply, INC	17-tires-12x16.5-Titan 10Ply TL-4	06/26/2020	1,150.80
Account 52230 - Garage and Motor Supplies Totals		Invoice 4	\$5,593.00
Account 52240 - Fuel and Oil		Transactions	
613 - Hoosier Penn Oil Company, INC	17-stock-Aeroshell fluid 4 6/1	06/26/2020	577.71



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613 - Hoosier Penn Oil Company, INC	17-stock-HP FS 5w20, HP FS CK4 5w40	06/26/2020	4,797.30
613 - Hoosier Penn Oil Company, INC	17-stock-P66 Triton HD ATF 1/55	06/26/2020	1,599.97
349 - White River Cooperative, INC	17-diesel fuel (2,982 gallons)&Unleaded (4,975 gallons)-5/27/20	BC 2019-107A 06/26/2020	13,375.88
Account 52240 - Fuel and Oil Totals		Invoice 4 Transactions	<hr/> \$20,350.86
Account 52320 - Motor Vehicle Repair			
7330 - Autozone Stores LLC	17-#462-oil filter	06/26/2020	1.99
7330 - Autozone Stores LLC	17-#665-vapor can solenoid	06/26/2020	30.23
7330 - Autozone Stores LLC	17-#702-duralast gold pad, elite brake pad, coated rotor	06/26/2020	149.98
7330 - Autozone Stores LLC	17-#498-end 7 way vehicle	06/26/2020	15.27
7330 - Autozone Stores LLC	17-#702-lucas oil stabilizer	06/26/2020	9.99
7330 - Autozone Stores LLC	17-#702-oil filter, air filter	06/26/2020	22.68
7330 - Autozone Stores LLC	17-parts return-duralast seals, axle pinion seals	06/26/2020	(59.78)
1107 - Best Equipment Company, INC	17- replacement floor	06/26/2020	7,500.00
244 - Bloomington Ford, INC	17-parts-kit-TPMS sensor	06/26/2020	62.72
244 - Bloomington Ford, INC	17-parts-replaced vac. pump assem. and road tested, varified rep	06/26/2020	801.59
244 - Bloomington Ford, INC	17-parts-handle-asy	06/26/2020	32.07
244 - Bloomington Ford, INC	17-parts return-rod asy-drag link-Inv. #5069349	06/26/2020	(174.34)
244 - Bloomington Ford, INC	17-parts-relay-micro	06/26/2020	23.76
4335 - Circle Distributing, INC	17-stock-valve, A/C refrig serv	06/26/2020	4.61
4335 - Circle Distributing, INC	17-parts-clutch asm-fan blade	06/26/2020	149.37
4335 - Circle Distributing, INC	17-parts-radiator asm	06/26/2020	203.86



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594 - Curry Auto Center, INC	17-parts-SL-N-sensor	06/26/2020	44.83
594 - Curry Auto Center, INC	17-parts-SI-N-Seal	06/26/2020	42.96
796 - Interstate Battery System of Bloomington, INC	17-batteries-MTP-65HD	06/26/2020	97.25
11672 - Jack Doheny Companies, INC	17-stock-sweeper parts-scraper-dirt shoe, filter, clamp	06/26/2020	232.20
11672 - Jack Doheny Companies, INC	17-stock-sweeper parts-elbow, fill hose connector	06/26/2020	97.67
394 - Kleindorfer Hardware & Variety	17-pipe	06/26/2020	56.97
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#957 battery box	06/26/2020	152.23
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#955 gasoline fill up	06/26/2020	139.46
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#961 shut off valve	06/26/2020	21.95
786 - Richard's Small Engine, INC	17-parts return-belt A38 Raw Edge	06/26/2020	(12.59)
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-parts & tools-May 2020	06/26/2020	4,188.03
54351 - Sternberg, INC	17-parts-filter	06/26/2020	30.86
4398 - TruckPro Holding Corporation	17-misc parts-GladHand	06/26/2020	47.64
4398 - TruckPro Holding Corporation	17-stock-GladHand-5/27/20	06/26/2020	47.64
2096 - West Side Tractor Sales CO.	17-parts-window, screws, latch, guides, inserts	06/26/2020	654.41
2096 - West Side Tractor Sales CO.	17-parts-street pad, 1/2 nut, washers	06/26/2020	279.28
2096 - West Side Tractor Sales CO.	17-#468 engine repair	06/26/2020	27.95
2096 - West Side Tractor Sales CO.	17-parts return-guides	06/26/2020	(142.76)
2096 - West Side Tractor Sales CO.	17-parts-oil filter, oil	06/26/2020	256.42

Account **52320 - Motor Vehicle Repair** Totals

Invoice 35
Transactions

\$15,036.40

Account **52420 - Other Supplies**



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177 - Indiana Oxygen Company, INC	17-cylinder rental-5 yr lease-5/4/20-5/3/25		06/26/2020	212.19
177 - Indiana Oxygen Company, INC	17-stock-acetylene, fuel gases, oxygen		06/26/2020	162.90
Account 52420 - Other Supplies Totals			Invoice 2 Transactions	<hr/> \$375.09
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-May 2020		06/10/2020	119.99
Account 53530 - Water and Sewer Totals			Invoice 1 Transactions	<hr/> \$119.99
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-May 2020 management fee		06/18/2020	116.27
222 - Vectren	19-Fleet Maint-gas bill 5/6-6/4/20		06/18/2020	63.81
Account 53540 - Natural Gas Totals			Invoice 2 Transactions	<hr/> \$180.08
Account 53610 - Building Repairs				
392 - Koorsen Fire & Security, INC	19-SA Annual Fire Extinguisher Inspection @ Fleet	BC 2019- 126	06/26/2020	283.10
Account 53610 - Building Repairs Totals			Invoice 1 Transactions	<hr/> \$283.10
Account 53620 - Motor Repairs				
11672 - Jack Doheny Companies, INC	17 - 601 OSL for repair to the jet rodder pump		06/26/2020	479.23
4474 - Ken's Westside Service & Towing, LLC	17-towing service-Unit #4-5/21/20		06/26/2020	90.00
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#955 gasoline fill up		06/26/2020	30.60
2096 - West Side Tractor Sales CO.	17-#468 engine repair		06/26/2020	1,192.05
Account 53620 - Motor Repairs Totals			Invoice 4 Transactions	<hr/> \$1,791.88
Account 53640 - Hardware and Software Maintenance				
3286 - Peacetree, INC (PEI Maintenance)	17 - Annual Maintenance agreement-Fuelmaster Adam & Henderson	BC 2011-36	06/26/2020	2,790.00



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3472 - Lucity, INC	2020-2021 Annual Service Contract for Lucity Software	BC 2018-76	06/26/2020	5,385.00
Account 53640 - Hardware and Software Maintenance Totals			Invoice 2 Transactions	<hr/> \$8,175.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service- 6/3/20		06/26/2020	70.60
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-6/3/2020	BC 2009-52	06/26/2020	15.94
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 2 Transactions	<hr/> \$86.54
Account 53990 - Other Services and Charges				
3560 - First Financial Bank / Credit Cards	17-BMV-title fees-5/13/20		06/26/2020	15.00
3560 - First Financial Bank / Credit Cards	17-BMV-title fees-5/26/20		06/26/2020	30.00
3560 - First Financial Bank / Credit Cards	17-BMV-title fees-5/20/20		06/26/2020	15.00
Account 53990 - Other Services and Charges Totals			Invoice 3 Transactions	<hr/> \$60.00
Program 170000 - Main Totals			Invoice 60 Transactions	<hr/> \$52,051.94
Department 17 - Fleet Maintenance Totals			Invoice 60 Transactions	<hr/> \$52,051.94
Fund 802 - Fleet Maintenance(\$9500) Totals			Invoice 60 Transactions	<hr/> \$52,051.94
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City URM		06/10/2020	181.34
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/11/2020	211.92
17785 - The Howard E. Nyhart Company, INC	12-City URM		06/12/2020	186.92



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17785 - The Howard E. Nyhart Company, INC	12-City URM	06/15/2020	87.50
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/15/2020	4.96
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/17/2020	41.17
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/18/2020	17.80
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/19/2020	102.81
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/22/2020	167.12
17785 - The Howard E. Nyhart Company, INC	12-Util URM	06/22/2020	89.55
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/22/2020	650.56
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 11 Transactions	<hr/> \$1,741.65
Account 53990.1273 - Other Services and Charges Term Life			
18539 - Life Insurance Company Of North America	12-May 2020 LINA \$35,578.52	06/26/2020	15,916.35
Account 53990.1273 - Other Services and Charges Term Life Totals		Invoice 1 Transactions	<hr/> \$15,916.35
Account 53990.1277 - Other Services and Charges Disability STD			
18539 - Life Insurance Company Of North America	12-May 2020 LINA \$35,578.52	06/26/2020	9,647.56
Account 53990.1277 - Other Services and Charges Disability STD Totals		Invoice 1 Transactions	<hr/> \$9,647.56
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/11/2020	60.93
17785 - The Howard E. Nyhart Company, INC	12-Util URM	06/15/2020	33.09
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/15/2020	3.50
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/17/2020	160.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/18/2020	408.81



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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/19/2020	35.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/22/2020	91.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		06/22/2020	207.94
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals			Invoice 8	<hr/> \$1,000.27
			Transactions	
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions		06/18/2020	19,089.52
Account 53990.1283 - Other Services and Charges Health Savings Account Totals			Invoice 1	<hr/> \$19,089.52
			Transactions	
Program 120000 - Main Totals			Invoice 22	<hr/> \$47,395.35
			Transactions	
Department 12 - Human Resources Totals			Invoice 22	<hr/> \$47,395.35
			Transactions	
Fund 804 - Insurance Voluntary Trust Totals			Invoice 22	<hr/> \$47,395.35
			Transactions	
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016C - 2016 C Jackson Trail				
Account 54310 - Improvements Other Than Building				
Bobbi Bowden	13-ROW Jackson Creek Trail Ph 2 Parcel 9-9A	BC 2019-88	06/26/2020	3,052.50
Angelo J Pizzo	13-ROW-Jackson Creek Trail Ph 2 Parcel 9-9A	BC 2019-88	06/26/2020	3,052.50
Account 54310 - Improvements Other Than Building Totals			Invoice 2	<hr/> \$6,105.00
			Transactions	
Program 06016C - 2016 C Jackson Trail Totals			Invoice 2	<hr/> \$6,105.00
			Transactions	
Program 06016D - 2016 D Multi Use Paths				
Account 54310 - Improvements Other Than Building				
16 - Butler, Fairman & Seufert, INC	13 - Rogers/Winslow/Henderson multi-use path design-4/1-4/30/20	BC 2019-11	06/26/2020	20,839.30



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Account 54310 - Improvements Other Than Building Totals	Invoice 1	<hr/>	\$20,839.30
	Transactions		
Program 06016D - 2016 D Multi Use Paths Totals	Invoice 1	<hr/>	\$20,839.30
	Transactions		
Department 06 - Controller's Office Totals	Invoice 3	<hr/>	\$26,944.30
	Transactions		
Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 3	<hr/>	\$26,944.30
	Transactions		
Grand Totals	Invoice 313	<hr/> <hr/>	\$876,092.00
	Transactions		

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/26/2020	Claims				876,092.00
					<u>876,092.00</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 876,092.00

Dated this 23rd day of June year of 2020.

Kyla Cox Deckard President

Beth H. Hollingsworth Vice President

Dana Palazzo Secretary

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

Fiscal Office _____