

Board of Public Works Meeting
August 04, 2020



Board Of Public Works

Tuesday, August 4·5:30 – 7:30pm

Join Zoom Meeting

<https://bloomington.zoom.us/j/98862846403?pwd=em5pbkxKNXIHZkpYMFg3MGxrbzNEQT09>

Meeting ID: 988 6284 6403 Password: 495769 One tap mobile

+19292056099,,98862846403#,,,,0#,,495769# US (New York)

+13017158592,,98862846403#,,,,0#,,495769# US (Germantown)

Dial by your location

+1 929 205 6099 US (New York) +1 301 715 8592 US (Germantown) +1 312 626 6799 US
(Chicago) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US
(Houston)

Meeting ID: 988 6284 6403 Password: 495769

Find your local number:

<https://bloomington.zoom.us/j/ab5zvfTFJw>

AGENDA
BOARD OF PUBLIC WORKS
August 04, 2020

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, August 04, 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

IV. CONSENT AGENDA

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

V. NEW BUSINESS

1. Resolution 2020-36 Approve Request to Seal Unsafe Structure at 1306 W. Kirkwood
2. Approve Addendum to Contract for Preliminary Engineering Services with American Structurepoint, Inc. for Adams Street Sidewalk and Intersection Project
3. Approve Easements and Rights-of-Way to CBU for repairs of Jordan River Culvert adjacent to BFD Headquarters
4. Approve Easements and Rights-of-Way to CBU for section of Jordan River Culvert adjacent to Waldron Hill Buskirk Park
5. Approve Pilot Project for Pick-Up/Drop-Off Zones in Downtown Corridor (August 1, 2020 – September 30, 2020)
6. Approve Pilot Project for Parklet Program in Downtown Corridor (August 1, 2020 – September 30, 2020)
7. Award Construction Contract for South College Mall Road

VI. STAFF REPORTS & OTHER BUSINESS

1. Parks & Recreation Staff Report on Extension of Lower Cascades Pedestrian Closure.
2. Request from Core Planning Strategies to Discuss September Closure of 10th Street for Placement of Crane

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

The Board of Public Works meeting was held on Tuesday, July 21, 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
Jo Stong – Housing and Neighborhood Dev.
Blaine Rout – Housing and Neighborhood Dev.
Jacqueline Moore – City Legal
Daniel Dixon – City Legal
Sara Gomez – Planning and Transportation
Russell White – Planning and Transportation

None

MESSAGES FROM BOARD MEMBERS

None

PETITIONS & REMONSTRANCES

TITLE VI ENFORCEMENT

Daniel Dixon, City Legal, presented Approve Permission to Abate Property at 708 Adams St. See meeting packet for details.

Approve Permission to Abate Property at 708 S. Adams St.

Hollingsworth made a motion to Approve Permission to Abate Property at 708 Adams St. Palazzo seconded. Motion is passed.

Dixon presented Approve Permission to Abate Property at N. Ashlynn Park Drive. See meeting packet for details.

Approve Permission to Abate Property at N. Ashlynn Park Dr. (Vacant Lot)

Board Comments: Adam Wason, Public Works, wanted to add

that this property and the property on W. 11th St. are developments that seem to have been stalled. This property is not being maintained.

Hollingsworth made a motion to Approve Permission to Abate Property at N. Ashlynn Park Dr. Palazzo seconded. Motion is passed.

Wheeler presented Approve Permission to Abate Property at W. 11th St. See meeting packet for details.

Hollingsworth made a motion to Approve Permission to Abate Property at W. 11th St. Palazzo seconded. Motion is passed.

Approve Permission to Abate Property at W. 11th St. (Vacant Lot)

CONSENT AGENDA

- 1. Approval of Minutes – July 07, 2020**
- 2. Approve Resolution 2020-31 Renewal of Mobile Vendor in Public Right-of-Way (The Big Cheeze, LLC)**
- 3. Approve Resolution 2020-32 Renewal of Mobile Vendor in Public Right-of-Way (Rasta Pops)**
- 4. Approve Resolution 2020-35 Renewal of Mobile Vendor in Public Right-of-Way (Limestone BBQ)**
- 5. Approval of Service Agreement with KONE for Morton Street Garage Hoistway Cleaning**
- 6. Approval of Payroll**

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

NEW BUSINESS

Wason presented Approve Agreement between the City of Bloomington and Bloomington/Monroe County Metropolitan Planning Organization (BMCMPPO). See meeting packet for details.

Approve Agreement between the City of Bloomington and Bloomington/Monroe County Metropolitan Planning Organization (BMCMPPO)

Palazzo made a motion to Approve Agreement between the City of Bloomington and Bloomington/Monroe County Metropolitan Planning Organization (BMCMPPO). Hollingsworth seconded. Motion is passed.

Sara Gomez, Planning and Transportation, presented Approve Resolution 2020-34 Approve Encroachment Agreement at 304 W. Kirkwood with The Foundry, 304 LLC. See meeting packet for details.

Approve Resolution 2020-34 Approve Encroachment Agreement at 304 W. Kirkwood with The Foundry, 304 LLC

Hollingsworth made a motion to Approve Resolution 2020-34 Approve Encroachment Agreement at 304 W. Kirkwood with The Foundry, 304 LLC. Palazzo seconded. Motion is passed.

Gomez presented Approve Request for Road Closure on E. 11th Street from Weddle Brothers. See meeting packet for details.

Approve Request for Road Closure on E. 11th Street from Weddle Brothers (July 22, 2020 – August 04, 2020)

Board Comments: Hollingsworth asked who is responsible for the signage; Gomez stated Weddle Brothers.

Hollingsworth made a motion to Approve Request for Road Closure on E. 11th Street from Weddle Brothers. Palazzo seconded. Motion is passed.

Gomez presented Approve Acceptance of Public Improvements Associated with Summit Ridge Development. See meeting packet for details.

Approve Acceptance of Public Improvements Associated with Summit Ridge Development

Board Comments: Hollingsworth asked about the process once this item gets approved. Wason stated they will get this process going in the next couple of weeks. Gomez said they would be able to set up trash services not in the public right-of-way. Cox Deckard asked Wason to make sure that trash services will be set up with City Sanitation.

Palazzo made a motion to Approve Acceptance of Public Improvements Associated with Summit Ridge Development. Hollingsworth seconded. Motion is passed.

Russell White, Planning and Transportation, presented Approve Change Order #3 for the West Allen Street Traffic Calming Project. See meeting packet for details.

**Approve Change Order #3
for the West Allen Street
Traffic Calming Project**

Board Comments: Hollingsworth asked when this project will be completed; White stated it's already completed.

Hollingsworth made a motion to Approve Change Order #3 for the West Allen Street Traffic Calming Project. Palazzo seconded. Motion is passed.

Wason stated Public Works is continuing to operate all services per normal schedules. The project on 10th Street, to add pedestrian safety enhancements, has been delayed. Milestone has had some conflicts. Wason wanted to thank Joel Stevens and his team at IU for going above and beyond with coordinating. The Street Department plans to be done with paving by August 2nd at the latest. Wason touched on the Mayor's executive order and on-going discussions about how that's going to affect Public Works. Wason wanted to remind residents to wear their masks. Hollingsworth asked Wason about the scooter companies. Wason stated he has seen Bird and VEO, but he hasn't seen many Lime scooters. Hollingsworth was worried about them being cleaned properly after use.

**STAFF REPORTS &
OTHER BUSINESS**

Hollingsworth made a motion to approve claims in the amount of \$2,069,240.70. Palazzo seconded. Claims are approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 5:58 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: Request for temporary right of way use
Staff Representative: Paul Kehrberg
Petitioner/Representative: Chris Deckert, WDG Construction Group, Inc.
Date: August 4th, 2020

Report: WDG Construction Group, Inc. is requesting an extension to their existing sidewalk closure as part of their project at 910 and 916 North College Avenue. They have a pedestrian walk around along the east side of N College Ave from the railroad overpass to W 14th St. This will allow them to finish their construction project. The sidewalk closure is being requested until August 31st, 2020. Traffic control will be in place until the completion of the project.

WDG Construction Group, Inc. has supplied maintenance of traffic plans for all of the work. They have also sent notices to property owners about the BPW meeting and scope of their work.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to WDG Construction Group, Inc. for the temporary traffic control on location.

Recommend Approval Denial by

Paul Kehrberg



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: 916 N. College Ave. 14th Street Train Bridge
(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 8-1-2020 To 8-31-2020
 > 2 weeks? Yes No

Start Time: 24 Hours 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: WJG Construction Group
 Contact Person (Printed Name): Chris Deckert
 Contact Email: Chris.deckert@wdjcg.com Contact Phone No.: 269-985-8373
 Signature: [Signature] Date: 7-31-2020

For Administration Use Only

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



July 31, 2020

Board of Public Works
City of Bloomington
401 N Morton Street
Bloomington IN 47404

RE: N College Ave Sidewalk closure

Dear Board Members,

As the General Contractor for the project owned by 14th Street Partners, LLC at the corner of 14th Street and N College Ave, we respectfully request the temporary closure of the sidewalk to allow us time to replace the sidewalk. Due to the closure of the sidewalk, City Code 12.04.110 states that when obstructing a sidewalk, a walkaround is to be provided and the walkaround is to be 5' wide. Therefore, we are requesting closure of 5' off the curb into the parking lane on the road. This will not restrict traffic flow on N College Ave. The closure will be in effect from August 4, 2020 until August 31, 2020. The closure will run from 14th Street to the railroad overpass to the south of 14th Street and our project.

We will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure this closure is well communicated. Therefore, we respectfully request that the Board of Public Works approves the closure as we have presented from August 4, 2020 through August 31, 2020.

Sincerely,

A handwritten signature in black ink that reads 'Chris Deckert'.

Chris Deckert
wdg Construction Group



July 31, 2020

14th & College Holdings, LLC
770 3rd Ave SW
Carmel IN 46032

To Whom it May Concern,

Concerning the construction currently underway at 14th and College adjacent to your property, as the general contractor we will be requesting closure of the sidewalk in front our project on the east side of N College Ave until August 31st. Per the City Code 12.04.110, when obstructing a sidewalk, we are required to provide a walkaround. That walkaround will be 5' off the curb into the parking lane on the east side of N College Ave. This walkaround will start at 14th Street and conclude just before the train bridge south of 14th Street and our project.

The Board of Public Works meeting where this will be heard and discussed occurs on Tuesday, August 4th at 5:30.

Sincerely,

A handwritten signature in black ink that reads 'Chris Deckert'.

Chris Deckert
wdg Construction Group



revisions:

SCALE: 1"=60'

ARCHITECTURE
CIVIL ENGINEERING
PLANNING

BYNUM FANYO & ASSOCIATES, INC.
528 north walnut street
(812) 332-8030

bloomington, indiana
(812) 339-2990 (Fax)

JEFFREY S. FANYO
No. 60018283
STATE OF INDIANA
PROFESSIONAL ENGINEER
3.7.19

certified by: *[Signature]*

PROPOSED
CO-LIVE ROOMING HOUSE 1
for JBMF, LLC
916 N. COLLEGE AVE.
BLOOMINGTON, IN 47404

title: MAINTENANCE OF TRAFFIC PLAN

designed by: JBT
drawn by: JBT
checked by: JSF
sheet no: C201
project no.: 401327

NOTE TO CONTRACTOR

CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.

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

| Date: | Type of Claim | FUND | Description | Bank Transfer | Amount |
|-----------|---------------|------|-------------|---------------|-------------------|
| 7/31/2020 | Payroll | | | | 443,681.70 |
| | | | | | <u>443,681.70</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 \$ 443,681.70

Dated this 4th day of August year of 2020.

Kyla Cox Deckard President

Beth H. Hollingsworth Vice President

Dana Palazzo Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Resolution to uphold the Order to Seal for More Than 90 Days
Petitioner/Representative: HAND
Staff Representative: Michael Arnold
Date: 04 August 2020

Report:

| | |
|--------------|-----------------------|
| 06 July 2020 | Received Complaint |
| 06 July 2020 | Open door and windows |
| 17 July 2020 | Sent Order to Seal |

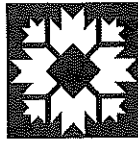
The HAND received a complaint regarding an unsealed structure at this location. A drive by of the property was conducted and it was verified that the back (north) door was open as were several windows. HAND was grant permission at view the structure from an adjoining property. The Order to Seal for More Than 90 Days was mailed 07 July 2020. This Order requires a Resolution from the Board of Public Works.

Recommend **Approval** **Denial by:** Staff name









**City of Bloomington
Housing and Neighborhood Development**

14 July 2020

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

**UNSAFE BUILDING
ORDER TO SEAL**

RE: Structure(s) located at 1306 W Kirkwood Ave, Bloomington, Indiana 47404
Legal description of relevant property: 013-37910-00 Waterman Pt Lot 1

You are the recorded owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(2), you are hereby **ORDERED** to **SEAL THE STRUCTURE(S)** at the above-referenced property within **14** days, to wit: commencing on the date of receipt of this Order to Seal. This Order expires 14 July 2022.

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

**Properly seal the structure to prevent unauthorized entry.
This requires all openings in the structure to be properly sealed (See attachment at end of report)**

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO SEAL** is being issued as a result of inspection(s) conducted by HAND on 14 July 2020. The inspection(s) revealed that the property is:

- In an impaired structural condition that makes it unsafe to a person or property;
- A fire hazard;
- A hazard to the public health;
- A public nuisance;
- Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:
17.16.060(a); and/or

- Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

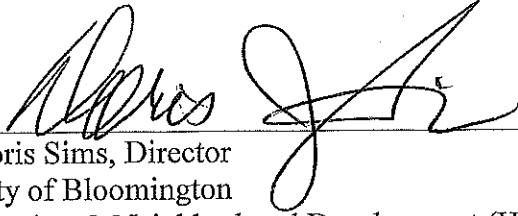
The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on 04 August 2020**. The hearing will take place during the virtual meet held on Tuesday 04 August 2020 at 5:30pm (Contact City of Bloomington Public Works for information to access the virtual meeting). You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

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

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

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

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



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

7/16/2020
Date

17.16.060 Uniform standards for sealing an unsafe building.

Pursuant to Indiana Code §§ 36-7-9-5(a)(2) and 36-7-9-5(a)(8), this section hereby establishes a uniform standard for sealing an unsafe building against intrusion by unauthorized persons when such an order is issued by the housing and neighborhood development department or the board of public of works:

- (a) All openings of a building shall be closed.
- (b) Openings that are more than one square foot in area and located less than twenty feet above the ground or that are accessible from a part of the building such as a fire escape or other means of access shall be secured by the following means:
 - (1) Plywood or oriented strand board, covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building and cut to the inside dimension of the exterior of the opening, shall be placed in all openings in such a way that no portion of the plywood or oriented strand board extends outside the existing frame.
 - (A) The plywood or oriented strand board shall be placed against any existing exterior window slide trim or a furring strip.
 - (B) If there is no slide trim or furring strip, an equivalent block shall be installed.
 - (C) The slide trim, furring strip or block shall be sufficient to prevent the plywood or oriented strand board from being pushed inward.
 - (D) The plywood or oriented strand board shall be affixed to the exterior frame by use of two and three-quarters-inch or longer ring nails spaced a maximum of eight inches apart.
 - (2) Where the inside dimension of the opening exceeds twenty-six square feet in area, additional exterior support shall be provided by placing continuous pieces of nominal two-inch by four-inch framing grade lumber on the outside of the plywood or oriented strand board in such a manner that every carriage bolt used in the opening passes through and joins such a piece of nominal two-inch by four-inch lumber, the plywood or oriented strand board and the interior brace.
 - (A) The round head of the bolt shall be on the outside of such pieces of nominal two-inch by four-inch lumber that gives exterior support.
 - (B) The pieces of nominal two-inch by four-inch framing grade lumber shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
 - (3) In case of a ground level door the following method of securing shall be used:
 - (A) The door shall be placed in good repair including, but not limited to, closing any openings in the door, repairing hinges on the door and providing for an adequate closure to the opening; and
 - (B) The door shall be locked by the use of not less than two hasp locks and padlocks to be located equidistant from the top and bottom casing and each other.
 - (C) If no door exists, or if it is impractical to repair the existing door, the opening shall be secured in the manner described in this subsection, substituting, however, a piece of plywood or oriented strand board for the door. They plywood or oriented strand board shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.

06 July 2020
1306 W Kirkwood Ave



Open entry door at the rear of the structure



Open window



Open window

BOARD OF PUBLIC WORKS
RESOLUTION 2020-36
Unsafe Order for 1306 West Kirkwood Avenue, Bloomington, Indiana

WHEREAS, the City of Bloomington Housing and Neighborhood Development (HAND) has issued an **Order To Seal** the property located at 1306 West Kirkwood Avenue, Bloomington, Indiana ("Property") because said property is unsafe as defined by both Indiana Code 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

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

WHEREAS, the Board of Public Works heard testimony and reviewed evidence on this Order at its Regular Meeting of August 4, 2020.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Public Works now

- Affirms the Order issued by HAND on July 14, 2020.
- Rescinds the Order issued by HAND on July 14, 2020.
- Modifies the Order issued by HAND on July 14, 2020. The modification of HAND's original Order is less stringent and now requires the property owner to take the following actions: _____

_____.

So Ordered this 4th day of August, 2020.

By: _____
Kyla Cox Deckard, President of the Board

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name of Notary



Board of Public Works

Staff Report

Project/Event: Approve Addendum to the Contract for Preliminary Engineering Services with American Structurepoint Inc. for the Adams Street Sidewalk and Intersection Improvements Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Interim Transportation and Traffic Engineer

Date: 8/4/2020

Report: This project constructs a sidewalk along the east side of Adams Street from Patterson Drive to Kirkwood Avenue. It also replaces the traffic signal equipment at the intersection of Adams Street and Kirkwood Avenue and makes other geometric modifications along Adams Street including physically protected bicycle lanes.

American Structurepoint is currently under contract to perform preliminary engineering services for this project. This addendum will add design services for a retaining wall that was not anticipated in the original contract scope. These additional services add \$5,075 to the existing contract for a new contract not to exceed amount of \$155,175.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Addendum to the Contract for Preliminary Engineering Services with American Structurepoint Inc. for the Adams Street Sidewalk and Intersection Improvements Project.

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

| <u>Project Approvals Timeline</u> | | |
|-----------------------------------|---------------------|-----------------|
| <u>Approval Type</u> | <u>Status</u> | <u>Date</u> |
| Funding Approval | N/A | -- |
| Design Services Contract* | Current Item | 8/4/2020 |
| ROW Services Contract | N/A | -- |
| Public Need Resolution | N/A | -- |
| Construction Inspection Contract | Approved | 3/31/2020 |
| Construction Contract | Approved | 12/10/2019 |

*Original Design Services Contract approved 12/12/2017



MEMORANDUM

TO: Office of the Mayor
FROM: Planning & Transportation
DATE: 12/07/2017
RE: Adams Street Sidewalk and Intersection Improvements Project Design Contract

Funding Source: 601-02-020000-53110

Total Dollar Amount of Contract: \$150,100.00 *JW*

Expiration Date of Contract: Estimated December 2019

Department Head Initials of Approval: Terri Porter *TP*

Due Date For Signature: 12/15/2017

Record Destruction Date (Legal Dept to fill in):

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY: Jackie Moore

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE: Neil Kopper

Summary of Contract:

This project will construct a sidewalk along the east side of Adams Street from Patterson Drive to Kirkwood Avenue. It will also replace the traffic signal equipment at the intersection of Adams Street and Kirkwood Avenue and make other geometric modifications along Adams Street. This contract will be active through the project's construction and the contract expiration date listed above is an estimate.

American Structurepoint Inc. was selected from the City's on-call engineering services list to complete the preliminary engineering for this project.



Board of Public Works Staff Report

Project/Event: Approval of the Contract for Preliminary Engineering Services with American Structurepoint Inc. for the Adams Street Sidewalk and Intersection Improvements Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 12/12/2017

Report: This project will construct a sidewalk along the east side of Adams Street from Patterson Drive to Kirkwood Avenue. It will also replace the traffic signal equipment at the intersection of Adams Street and Kirkwood Avenue and make other geometric modifications along Adams Street. Construction is expected in 2018. No right of way acquisition is anticipated for this project.

American Structurepoint Inc. was selected from the City's on-call engineering services list to complete the preliminary engineering for this project. The total compensation for these services is set at a not-to-exceed amount of \$150,100.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Contract for Preliminary Engineering Services with American Structurepoint Inc. for the Adams Street Sidewalk and Intersection Improvements Project.

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

| <u>Project Approvals Timeline</u> | | |
|-----------------------------------|---------------------|-------------------|
| <u>Approval Type</u> | <u>Status</u> | <u>Date</u> |
| Funding Approval | Potential | 2018 |
| Design Services Contract | Current Item | 12/12/2017 |
| ROW Services Contract | N/A | -- |
| Public Need Resolution | N/A | -- |
| Construction Inspection Contract | N/A | -- |
| Construction Contract | Future | 2018 |

PROJECT NAME: Adams Street Sidewalk and Intersection Improvements

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 12th day of December, 2017, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and American Structurepoint, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide accessible pedestrian accommodations and intersection improvements on Adams Street from Patterson Drive to Kirkwood Avenue; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of a topographic survey including utilities, roadway and traffic design, coordination with various stakeholders including utilities and adjacent property owners, the preparation of plans, specifications and cost estimates, and the completion of right of entry documents, which shall be hereinafter referred to as "the Services"; and

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

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

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

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

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

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

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose without written consent from the Board or its designee.

Article 2. Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of One-Hundred Fifty Thousand, One-Hundred Dollars (**\$150,100**). This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to

appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

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

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

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

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

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

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes,

ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:

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

Consultant:

American Structurepoint, Inc.
Attn: C. Ryan Huebschman
7260 Shadeland Station
Indianapolis, Indiana 46256

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

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

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

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

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

is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

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

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

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

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

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

Owner

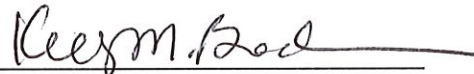
Consultant

City of Bloomington
Board of Public Works

American Structurepoint, Inc.

By: 
Kyla Cox Deckard
President


Cash Canfield, PE
Executive Vice President

By: 
Kelly M. Boatman
Vice President

By: _____
Dana Palazzo
Secretary

By: 
Philippa M. Guthrie
Corporation Counsel

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 12.7.17

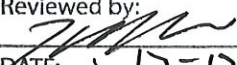
CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 12-12-17
FUND/ACCT: 601-53110

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

Consultant shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Traffic Study

- A. The Consultant shall prepare a traffic study to determine the following:
 - 1. The optimal lane configuration and signal phasing/timing of the Adams Street & Kirkwood Avenue intersection. This lane configuration will be based on a signal controlled intersection.
 - 2. The recommended lane configuration and traffic signal phasing/timing of the 3rd Street/Adams Street & S Patterson Drive intersection.
- B. The traffic study will generally include the following:
 - 1. Peak hour traffic counts provided by the City
 - 2. Existing traffic signal timings provided by the City
 - 3. Peak hour analysis of opening and design years
 - 4. The following scenarios
 - a. No-build
 - b. Up to three (3) build alternatives
- C. The traffic study will be summarized in a memorandum that will include the following:
 - 1. Goals/objectives of the study
 - 2. Descriptions of each alternative evaluated
 - 3. Summary of traffic operations for each alternative evaluated
 - 4. Recommendations

A1.02 Survey

- A. The consultant will prepare survey for purposes of the project that will include the following:
 - 1. Property deed research
 - 2. Establish horizontal control
 - a. Section corner and property corner tie-in as-needed
 - 3. Establish vertical control
 - 4. Select topographic route survey (50-foot grid) and 25-foot overlap topographic survey
 - b. Full Right of Way Width Kirkwood Avenue ($\pm 750'$)
 - c. Full Right of Way Width N Adams Street ($\pm 250'$)
 - d. Full Right of Way Width S Adams Street ($\pm 1,100'$)
 - e. Show spot elevations to the nearest 0.01 foot
 - f. Provide the location, size, and elevation of all improvements within the survey limits

- g. Plot the location of storm drainage structures, sanitary structures, asphalt paving, drives, edges of curbs, fencing, etc.
- h. Provide the location and size of all individual trees outside of heavily wooded areas that are larger than 4" DBH within the survey limits
- 5. Provide location, size, depth, material, and direction of flow for sanitary and storm sewers serving or on the site
- 6. Locate aboveground evidence of utilities on site, plus marks made on the ground by local utility companies (One Call). One Call will only locate utilities within the public right-of-way or within recorded easements
- 7. CAD Drafting and creation of a TIN and contours (1-foot contour interval)
- 8. Land Surveyor review and property line/right-of-way determination
 - a. Property lines of adjoining parcels and right-of-way lines adjoining roads will be plotted on the Survey
 - b. This survey scope does NOT include the preparation of a Boundary Survey and Boundary Survey Plat or a Location Control Route Survey

A1.03 Road Design Plans

- A. The Consultant shall prepare final road and traffic design plans, special provisions for the specifications, and other submittal documents in accordance with the accepted standards for such work, except as modified by the supplemental specifications, if any, and in accordance with the City of Bloomington Standard Drawings; the American Association of State Highway and Transportation Officials A Policy on Geometric Design of Highways and Streets; Manual of Uniform Traffic Control Devices; and the Indiana Department of Transportation's Standard Specifications. Adherence to the Indiana Department of Transportation's Design Manual is not required for this project due to the use of all local funds. The contract documents shall contain sufficient information to enable the contractor to perform the work tasks described below:
 - 1. Project will generally include the following:
 - a. Modifications at the intersections of Adams Street & Kirkwood Avenue and Adams Street & S Patterson Drive to improve traffic flow
 - b. Modifications along Adams Street between S Patterson Drive and Kirkwood Avenue to provide sidewalk along the east side of the roadway.
 - 2. The design will include maintenance of traffic design and coordination with adjacent projects.

A1.04 Pavement Analysis and Design

- A. The Consultant shall provide one pavement analysis and design for purposes of resurfacing Adams Street.

A1.05 Traffic Signal Modification Plans

- A. The Consultant shall prepare traffic signal modification plans for the intersection of Adams Street & S Patterson Drive.
- B. The Consultant shall prepare traffic signal plans for all new signal equipment at the intersection of Adams Street & Kirkwood Avenue.
- C. The Consultant shall develop and implement traffic signal timings at both intersections.

A1.06 Lighting Plans

- A. The Consultant shall prepare lighting plans, including voltage drop calculations for the intersection of Adams Street & Kirkwood Avenue. The lighting type, material, and luminaire will be coordinated with the Owner.

A1.07 Opinion of Probable Cost

- A. The Consultant shall prepare an opinion of probable cost for construction according to the current practices of INDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith. The unit prices to be used will be in accordance with those used by the Owner.
- B. Probable opinions of cost will be provided for:
 - 1. Up to three (3) alternatives for purposes of selecting the preferred alternative of the traffic study
 - 2. The preferred alternative at each submittal of plans development.

A1.08 Project Meetings and Coordination

- A. The Consultant shall make arrangements for and attend various meetings in cooperation with the Owner, planning agencies or commissions, design consultants, and civic organizations for appropriate project coordination. The Consultant will prepare meeting minutes and letter responses to questions as needed. The following meetings are anticipated for the project:
 - 1. One Preliminary field check meeting
 - 2. One neighborhood or public meeting
 - 3. Up to five "face-to-face" progress meetings with the City
 - 4. The Consultant shall provide additional coordination between all stakeholders as needed.

A1.09 Utility Coordination

- A. The Consultant shall provide project coordination necessary to prepare application documents for and process utility relocation coordination and construction permitting coordination to secure appropriate certifications and approvals necessary for construction of this project, including coordinating with utilities and supplying necessary plans and design information for coordination of utility relocations in accordance with 105 IAC 13.

A1.10 Cemetery Development Plan

- A. The CONSULTANT shall prepare a Cemetery Development Plan to identify potential impacts to the Rosehill Cemetery, as the cemetery is within 100-feet of the proposed roadway construction. The CONSULTANT shall review available records to identify the boundaries of the cemetery burials to evaluate potential impacts from the roadway construction. The Cemetery Development Plan will be submitted to the Mayor for approval.

A1.11 Permitting

- A. The Consultant shall prepare and submit Rule 5 Erosion Control Plan documents to procure appropriate Notice of Intent for construction.

A1.12 Geotechnical Engineering

- A. The Consultant shall make or cause to be made seven (7) pavement cores staggered between the center turn lane, northbound driving lane and northbound bike lane/shoulder in accordance with the INDOT Geotechnical Engineering Manual. A copy of the document is on file with INDOT, and same is incorporated herein by reference and made a part hereof. In the event more extensive boring, sampling, and testing are needed, a supplemental agreement will be executed to pay for the additional work. The Consultant shall backfill boreholes, or cause them to be backfilled, in accordance with Aquifer Protection Guidelines, dated October 30, 1996. A copy of the document is on file with INDOT, Division of Materials and Tests, Geotechnical Section.
- B. The Consultant shall make or cause to be made two (2) soil boring at two (2) of the pavement core locations. These borings will extend to a maximum depth of 5-feet beneath existing grade.
- C. The Consultant will conduct a total of two (2) soil boring at the intersection of S Adams Street & Kirkwood Avenue for the proposed traffic signal equipment. Borings will be advanced to a depth of 25-feet. The location of the boring will be as close as possible to the proposed site center given the existing constraints. Soil boring information will be used for the following:
 - 1. Determination of the subsurface soil and groundwater conditions at the site to depths that would be significantly affected by the foundation by the advancement of soil borings.
 - 2. Determination of the engineering characteristics of the subsurface materials encountered.
 - 3. Evaluation of the type or types of foundations suitable for support of the proposed tower structure.
- D. Any services required beyond these items will be considered additional services outside the scope of this fee proposal.

A1.13 Bidding Phase Services.

- A. Contract documents for purchase by others will be prepared and issued by the City. The Consultant will supply plans and specifications to the City for incorporation into the contract documents.
- B. The Consultant will assist with preparing answers to questions requiring addenda and attend a pre-bid conference.

A1.14 Construction Phase Services.

- A. The Consultant shall review all shop drawings for the contract during construction. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, or accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, coordination of the work with other trades, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the

entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

- B. Following the award of a construction contract, the Consultant will be responsible for attending the preconstruction meeting. During the course of construction, the Consultant shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the Consultant's plans. All such inquiries shall be made only by persons designated by the Owner to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The Consultant shall not be required to respond to inquiries by persons other than the Owner's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

A1.15 Services Not Provided

The following services are not provided as part of this project. American Structurepoint reserves the right to increase the not-to-exceed fee for project development services should the need for any of these services arise. Such changes require written authorization from the Board.

- A. Right-of-way engineering services
- B. Right-of-way acquisition services
- C. Abbreviated engineer's report
- D. Environmental document preparation
- E. Subsurface Utility Exploration

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Not included in the Contract Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Consultant shall furnish or obtain from others Additional Services of the types listed below.
 - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Consultant or its design

- requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Consultant's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Part 1.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Consultant.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 8. Furnishing services of Consultants for other than Basic Services.
 9. Services attributable to more than one prime construction contract.
 10. Services during out-of-town travel required of Consultant other than for visits to the Site or Owner's office.
 11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
 12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
 13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 14. Providing construction surveys and staking to enable Contractor to perform its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
 16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
 17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
 18. Preparation of operation and maintenance manuals.
 19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

20. Providing more extensive services required to enable Consultant to issue notices or certifications requested by Owner.
21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Consultant not otherwise provided for in this Agreement, including the following:
 - a. Water and sewer design and plan development, including combined sewer overflow, beyond those modifications needed to adjust inlets along Adams Street
 - b. Preparation of utility relocation plans
 - c. NEPA process and documentation, including Section 106, Section 4(f), Section 6(f), public involvement, etc.
 - d. Phase I and II Environmental Site Assessment or hazardous material remediation plan
 - e. Detailed groundwater assessment
 - f. Section 401/404 permits, including stream and wetland mitigation design and plan development

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Consultant shall advise Owner in advance that Consultant will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Consultant need not request or obtain specific advance written authorization from Owner. Consultant shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Services in connection with work change directives and change orders to reflect changes requested by Owner.
1. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 2. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 3. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5)

acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
5. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
6. Services during the Construction Phase rendered after the original date for completion of the Work.
7. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Consultant and its staff with those terms of Owner's or Contractor's safety program provided to Consultant subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

---REMAINDER OF PAGE LEFT BLANK INTENTIONALLY---

**EXHIBIT B
COMPENSATION**

This project is to be conducted using a Lump Sum basis with portions of the work being added to the total cost using a Cost Plus to a Maximum. The agreed maximum cost is **\$150,100**. In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

| Classification | Hourly Rate |
|---------------------------------|-------------|
| Project Manager | \$190.26 |
| Senior Engineer | \$171.23 |
| Project Engineer | \$137.94 |
| Senior Environmental Specialist | \$156.97 |
| Environmental Specialist | \$90.37 |
| Staff Engineer | \$95.13 |
| Survey Crew Member | \$80.86 |
| Registered Land Surveyor | \$147.45 |
| Researcher | \$95.13 |
| Senior Technician | \$133.18 |
| Technician | \$95.13 |
| Direct Expenses | At Cost |
| Subconsultants | Cost + 5% |

For the purpose of budgeting and progress tracking, the project will be invoiced based on LUMP SUM percent complete of the following tasks:

| | |
|---|------------------|
| Traffic Study | \$7,500 |
| Topographic Survey | \$15,300 |
| Roadway Design | \$69,800 |
| Geotechnical Evaluation | \$8,250 |
| Right-of-Way Engineering (service not provided) | \$0.00 |
| Cemetery Development Plan | \$7,450 |
| Utility Coordination..... | \$9,300 |
| Traffic Signal Design | \$18,900 |
| Intersection Lighting Design | \$4,400 |
| TOTAL LUMP SUM | \$140,900 |

In addition, the following COST PLUS items will be invoiced based on usage required to complete the tasks:

Construction Phase Services \$9,200

TOTAL COST PLUS \$ 9,200

TOTAL ESTIMATED COST \$150,100

EXHIBIT C
ESTIMATED PROJECT SCHEDULE

| MILESTONE | ESTIMATED DATE | COMMENTS |
|-------------------------------|-----------------------|-------------------|
| NTP | December 13, 2017 | |
| Traffic Analysis | January 15, 2018 | |
| Survey | March 1, 2018 | |
| Preliminary Field Check Plans | June 1, 2018 | |
| Final Plans | August 17, 2018 | |
| Final Tracings | September 14, 2018 | |
| Project Letting | Fall 2018 | Scheduled by City |

**EXHIBIT D
KEY PERSONNEL**

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

| <u>Position / Responsibility</u> | <u>Name</u> |
|--|----------------------------|
| Chief Highway Engineer/Principal in Charge | Mike McBride, PE |
| Project Engineer III/Project Manager | Ryan Huebschman, PE, PTOE |
| Lead Roadway Engineer | Eric Farny, PE |
| Lead Traffic Engineer | Patrick O'Connor, PE, PTOE |

EXHIBIT E

AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

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

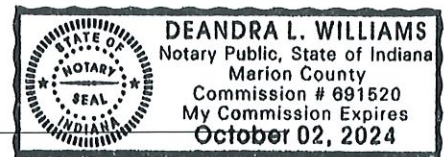
Cash E Canfield
Cash E. Canfield, PE
Executive Vice President

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this 19th day of December, 2017.

Deandra L Williams
Notary Public
Deandra L. Williams
Printed name

My Commission Expires: October 2, 2024
County of Residence: Marion



**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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 19th day of December, 2017.

American Structurepoint, Inc.
(Name of Organization)

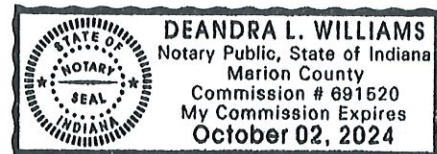
By: Cash E. Canfield
Cash E. Canfield, PE
Executive Vice President

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Subscribed and sworn to before me this 19th day of December, 2017

Deandra L. Williams
Notary Public
Deandra L. Williams
Printed name

My Commission Expires: October 2, 2024
County of Residence: Marion



**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES
FOR THE ADAMS STREET SIDEWALK AND INTERSECTION IMPROVEMENTS PROJECT
WITH AMERICAN STRUCTUREPOINT, INC.**

This Addendum supplements the Agreement for Consulting Services with American Structurepoint, Inc. (“Agreement”) for the Adams Street Sidewalk and Intersection Improvements Project which was entered into on December 12, 2017, as follows:

1. **See Scope of Engineering Services:** Exhibit A of the Agreement describes the tasks to be provided by American Structurepoint, Inc., during this Project. Exhibit A is hereby amended to include the following additional tasks: the preparation of a block wall retaining wall design and detailed plan sheets for the assumed wall location, approximately 300 feet in length along the east side of Adams Street, south of Kirkwood Avenue, in Monroe County. American Structurepoint shall provide opinion of probable cost, and all applicable design calculations and documentation in accordance with INDOT Design Manual Chapter 14 with design conforming to INDOT design criteria listed in the INDOT Design Manual.

2. **See Article 4. Compensation and Exhibit B Compensation:** The City shall pay American Structurepoint, Inc., an amount not to exceed \$5,075.00 for the additional Engineering Services. The not to exceed amount for the entire project shall be \$155,175.00.

3. In all other aspects, the Agreement shall remain in effect as originally written.

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

OWNER

Kyla Cox Deckard
President, Board of Public Works

Beth H. Hollingsworth
Vice President, Board of Public Works

Dana Palazzo
Secretary, Board of Public Works

Date: _____

Philippa M. Guthrie
Corporation Counsel

Date: _____

CONSULTANT

DocuSigned by:


Eric Farny, P.E.
Project Development Director

Date: 7/28/2020

AMERICAN STRUCTUREPOINT, INC. MANHOUR JUSTIFICATION

PROJECT: Adams Street and Kirkwood Avenue in Monroe County

DESCRIPTION: Retaining Wall Revised Design & Detailing

| WORK CLASSIFICATION | ESTIMATED TIME | | | | | | |
|---|----------------|-----------------|------------------|----------------|-------------------|------------|-------------------|
| | Principal | Project Manager | Project Engineer | Staff Engineer | Senior Technician | Technician | |
| Stage 3 Plan Submission | | | | | | | |
| Update Wall for Comments | | | 2 | | | 2 | |
| Complete final design for wall | | 2 | | 8 | | | |
| Prepare final details for wall | | | | | 6 | 8 | |
| Bill of Materials | | | | | 2 | | |
| Final QC/QA Check | | 2 | | | | | |
| Update Quantities & Cost Estimate | | | 1 | 1 | | | |
| | | | | | | | |
| Tracings Submission | | | | | | | |
| Revise Plans per Final Plan Review | | | 2 | | | | |
| Construction Cost Estimate & Estimate of Quantities | | | 2 | 1 | | | |
| Final QC/QA Check | | 2 | | | | | |
| | | | | | | | |
| TOTAL HOURS | 0 | 6 | 7 | 10 | 8 | 10 | |
| HOURLY RATE | \$237.83 | \$190.26 | \$137.94 | \$95.13 | \$133.18 | \$95.13 | |
| SALARY COSTS | \$0.00 | \$1,141.56 | \$965.58 | \$951.30 | \$1,065.44 | \$951.30 | \$5,075.18 |
| DIRECT COSTS (see below) | | | | | | | \$0.00 |
| TOTAL FEE | | | | | | | \$5,075.00 |

| DIRECT COSTS | UNIT COST | QUANTITY | COST |
|---|--------------|----------|---------------|
| Travel, (field checks, office reviews, public meetings, coordination meeting) | \$0.555 | 0 | \$0.00 |
| Newspaper Announcements (Hearing, Rule 5, DNR, etc) | \$500.00 | 0 | \$0.00 |
| Permit Fees | \$215.00 | | \$0.00 |
| Mounting, Outside printing | \$0.10 | | \$0.00 |
| Lodging | \$100.00 | | \$0.00 |
| Meals | \$15.00 | 0 | \$0.00 |
| | TOTAL | | \$0.00 |



Board of Public Works
Staff Report

Project/Event: Request for Approval of Permanent and Temporary Easements and Rights-Of-Way through the Property Located at 304 E.th Street.

Petitioner/Representative: City of Bloomington Utilities Department

Staff Representative: Christopher J. Wheeler, City Legal
Michael Carter, Utilities Department

Date: July 22, 2020

Report: CBU is preparing to renovate a length of the Jordan River Storm Culvert from 113 S. Grant St., heading down Grant Street, and continuing southwest crossing Fourth Street near the north-south alleyway that runs east of the Fire Station, and continuing south/southwest through the east half of the Fire Station parcel, then running south down Lincoln St., crossing 3rd St. running along the east side of the Waldron, Hill, Buskirk Park, crossing Smith Ave., and continuing southwest until it reaches Washington Street.

City of Bloomington acquired the real estate (Bloomington In-Lots 13 &14) upon which the Fire Station Headquarters is situated in 1990. The existing storm culvert was constructed prior to 1935. An easement was granted to the City of Bloomington in June of 1934.

Renovation will expand the footprint of the storm water infrastructure and straighten out some segments of the culvert in order to increase the flow capacity and improve drainage through the downtown area serviced by this storm water system.

Recommendation and Supporting Justification: City staff reviewed this request and recommends that the Board approve the requested easements and rights of way.

Recommend **Approval** **Denial**

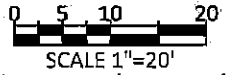
by: Christopher J. Wheeler, City Legal and Michael Carter, City Utilities



LAND SURVEYING • CIVIL ENGINEERING • GIS

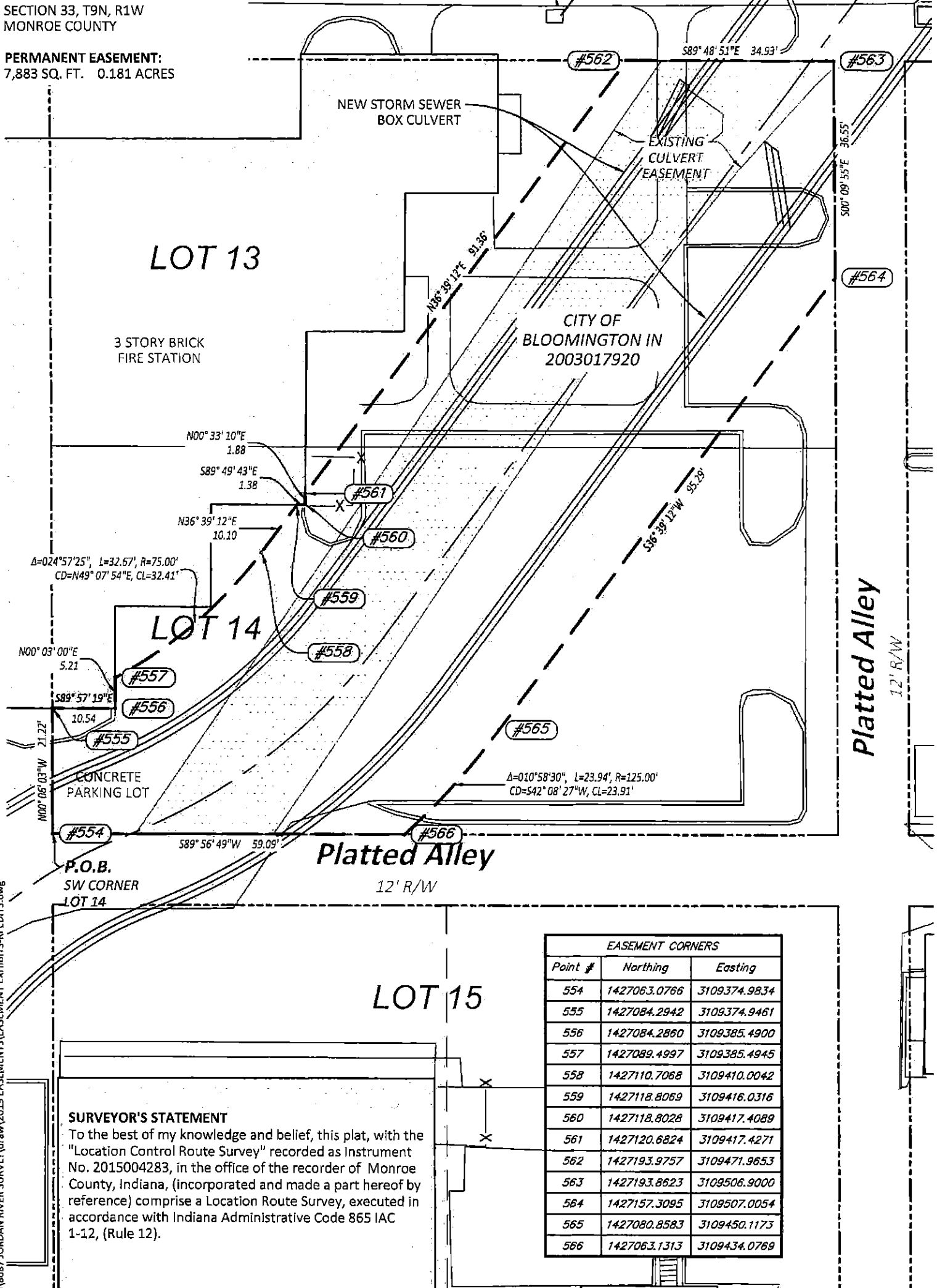
JOB# 8087

PARCEL 11
PERMANENT EASEMENT EXHIBIT 'A'
THE CITY OF BLOOMINGTON
INST# 2003017920



PARCEL 11: LOT 13 AND 14
 ORIGINAL TOWN OF BLOOMINGTON
 SECTION 33, T9N, R1W
 MONROE COUNTY

PERMANENT EASEMENT:
 7,883 SQ. FT. 0.181 ACRES



| EASEMENT CORNERS | | |
|------------------|--------------|--------------|
| Point # | Northing | Easting |
| 554 | 1427063.0766 | 3109374.9834 |
| 555 | 1427084.2942 | 3109374.9461 |
| 556 | 1427084.2860 | 3109385.4900 |
| 557 | 1427089.4997 | 3109385.4945 |
| 558 | 1427110.7068 | 3109410.0042 |
| 559 | 1427118.8069 | 3109416.0316 |
| 560 | 1427118.8028 | 3109417.4089 |
| 561 | 1427120.6824 | 3109417.4271 |
| 562 | 1427193.9757 | 3109471.9653 |
| 563 | 1427193.8623 | 3109506.9000 |
| 564 | 1427157.3095 | 3109507.0054 |
| 565 | 1427080.8583 | 3109450.1173 |
| 566 | 1427063.1313 | 3109434.0769 |

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, with the "Location Control Route Survey" recorded as Instrument No. 2015004283, in the office of the recorder of Monroe County, Indiana, (incorporated and made a part hereof by reference) comprise a Location Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).

S:\jobs\8001-8100\8087 JORDAN RIVER SURVEY\draw\2019 EASEMENTS\EASEMENT EXHIBITS-RI EDITS.dwg

BRCJ Job: 8087
Owner: City of Bloomington
Parcel: 11
Parent Record Document: Instrument Number 2003017920
Client: City of Bloomington Utilities

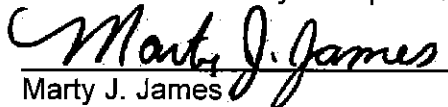
A part of Lots 13 and 14, in the Original Town Plat of Bloomington, as recorded in Plat Cabinet B, Envelope 1, in the Office of the Recorder of Monroe County, Indiana, intended to be a part of the lands described and recorded in Instrument Number 2003017920, and shown depicted on the attached Permanent Easement Exhibit 'A' Plat marked "Parcel 11", described by Marty J. James, LS29900010, on August 15, 2019, as part of a Route Survey performed by Bledsoe Riggert Cooper & James, Inc., Job #8087, recorded as Instrument No. 2015004283, in the office of the Recorder of Monroe County, Indiana, more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 14; thence NORTH 00 degrees 06 minutes 03 seconds WEST, along the West line of said Lot 14, a distance of 21.22 feet to the South face of a Brick Fire Station Building; thence leaving said West line along said South face SOUTH 89 degrees 57 minutes 19 seconds EAST, 10.54 feet to the East face of a Brick Fire Station Building; thence along said East face NORTH 00 degrees 03 minutes 00 seconds EAST, 5.21 feet to the point of curvature of a non-tangent curve to the left having a radius of 75.00 feet, a chord bearing of NORTH 49 degrees 07 minutes 54 seconds EAST, and a chord length 32.41 feet; thence along said curve an arc length of 32.67 feet; thence NORTH 36 degrees 39 minutes 12 seconds EAST, 10.10 feet to the South face of a Brick Fire Station Building; thence SOUTH 89 degrees 49 minutes 43 seconds EAST, along said South face, a distance of 1.38 feet; thence leaving said South face NORTH 00 degrees 33 minutes 10 seconds EAST, along said East face a distance of 1.88 feet; thence leaving said East face NORTH 36 degrees 39 minutes 12 seconds EAST, 91.36 feet to the North line of said Lot 13; thence SOUTH 89 degrees 48 minutes 51 seconds EAST, along said North line a distance of 34.93 feet to the Northeast corner of said Lot 13; thence SOUTH 00 degrees 09 minutes 55 seconds EAST, along said East line a distance of 36.55 feet; thence leaving said East line SOUTH 36 degrees 39 minutes 12 seconds WEST, 95.29 feet to the point of curvature of a curve to the right having a radius of 125.00 feet, a chord bearing of SOUTH 42 degrees 08 minutes 27 seconds WEST, and a chord length of 23.91 feet; thence along said curve an arc length of 23.94 feet to the South line of said Lot 14; thence SOUTH 89 degrees 56 minutes 49 seconds WEST, 59.09 feet, to the point of beginning, containing 0.181 acres (7,883 square feet) of this (3137 square feet) are within existing easement more or less and subject to all legal right of way and easements.

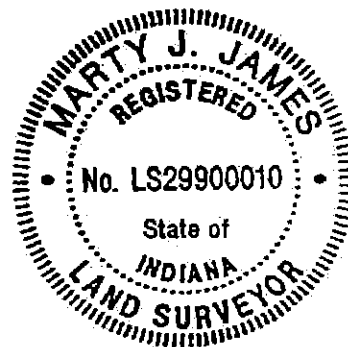
This description was prepared for the City of Bloomington.

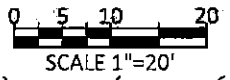
I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 6th day of September, 2019



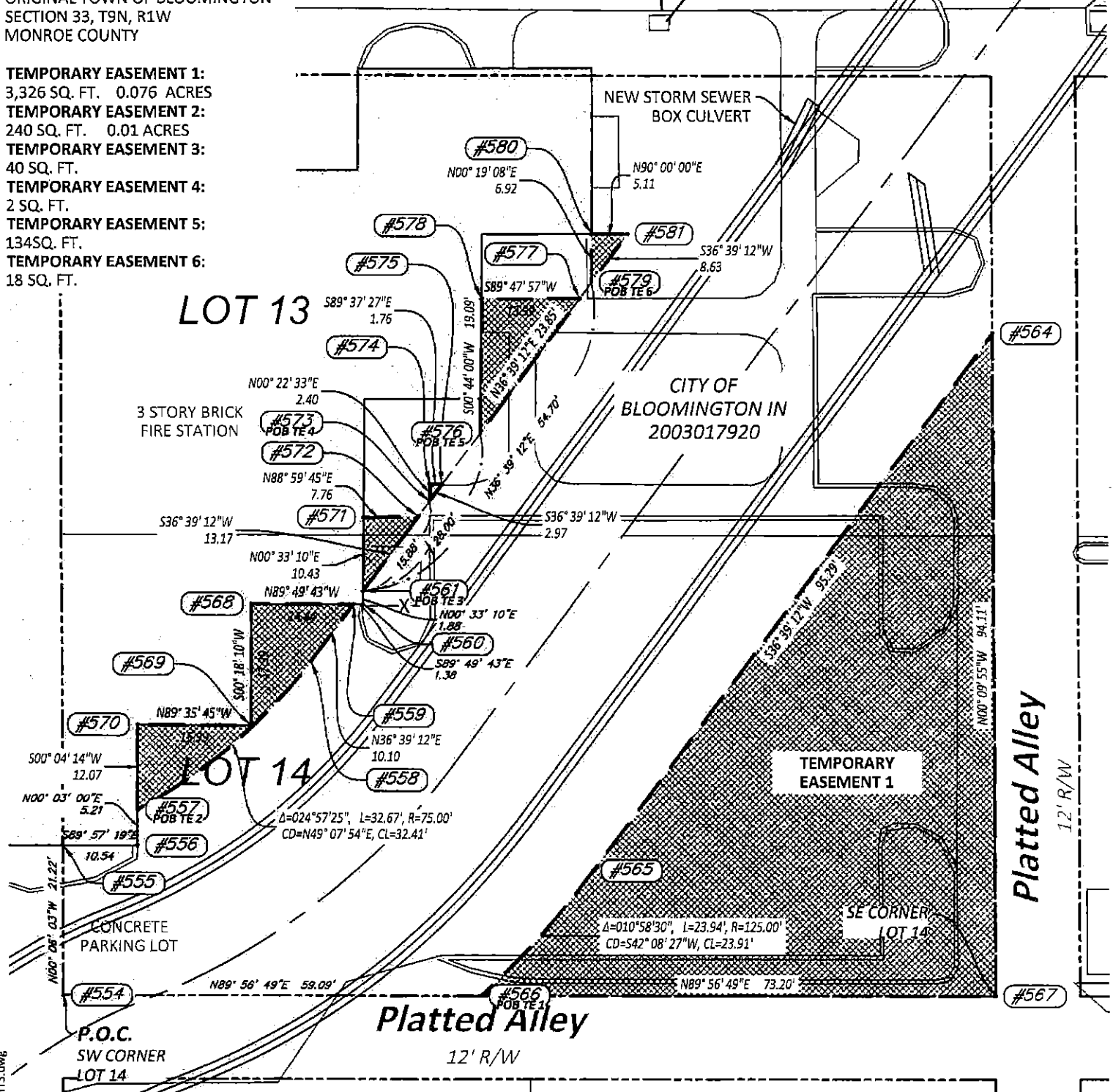
Marty J. James
Registered Land Surveyor No. LS29900010
State of Indiana





PARCEL 11: LOT 13 AND 14
 ORIGINAL TOWN OF BLOOMINGTON
 SECTION 33, T9N, R1W
 MONROE COUNTY

- TEMPORARY EASEMENT 1:
3,326 SQ. FT. 0.076 ACRES
- TEMPORARY EASEMENT 2:
240 SQ. FT. 0.01 ACRES
- TEMPORARY EASEMENT 3:
40 SQ. FT.
- TEMPORARY EASEMENT 4:
2 SQ. FT.
- TEMPORARY EASEMENT 5:
134SQ. FT.
- TEMPORARY EASEMENT 6:
18 SQ. FT.



S:\Jobs\8001-8100\8087 JORDAN RIVER SURVEY\Draw\2019 EASEMENTS\EASEMENT EXHIBITS-RI EDITS.dwg

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, with the "Location Control Route Survey" recorded as Instrument No. 2015004283, in the office of the recorder of Monroe County, Indiana, (incorporated and made a part hereof by reference) comprise a Location Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).

| EASEMENT CORNERS | | |
|------------------|--------------|--------------|
| Point # | Northing | Easting |
| 554 | 1427063.0766 | 3109374.9834 |
| 556 | 1427063.1313 | 3109434.0769 |
| 557 | 1427063.1992 | 3109507.2766 |
| 554 | 1427157.3095 | 3109507.0054 |
| 555 | 1427080.8583 | 3109450.1173 |
| 555 | 1427084.2942 | 3109374.9461 |
| 556 | 1427084.2860 | 3109385.4900 |
| 557 | 1427089.4997 | 3109385.4945 |
| 558 | 1427110.7068 | 3109410.0042 |
| 559 | 1427118.8069 | 3109416.0316 |
| 558 | 1427118.8501 | 3109401.5940 |
| 559 | 1427101.4614 | 3109401.5021 |
| 570 | 1427101.5743 | 3109385.5094 |

| EASEMENT CORNERS | | |
|------------------|--------------|--------------|
| Point # | Northing | Easting |
| 580 | 1427118.8028 | 3109417.4089 |
| 561 | 1427120.6824 | 3109417.4271 |
| 571 | 1427131.1104 | 3109417.5277 |
| 572 | 1427131.2464 | 3109425.2879 |
| 573 | 1427133.4234 | 3109426.9078 |
| 574 | 1427135.8209 | 3109426.9235 |
| 575 | 1427135.8094 | 3109428.6832 |
| 576 | 1427143.1442 | 3109434.1411 |
| 577 | 1427162.2794 | 3109448.3798 |
| 578 | 1427162.2303 | 3109434.3854 |
| 579 | 1427164.5695 | 3109450.0839 |
| 580 | 1427171.4903 | 3109450.1224 |
| 581 | 1427171.4903 | 3109455.2337 |



BRCJ Job: 8087

Owner: City of Bloomington

Parcel: 11 – Temporary Easement 1

Parent Record Document: Instrument Number 2003017920

Client: City of Bloomington Utilities

A part of Lots 13 and 14 in the Original Town Plat of Bloomington, as recorded in Plat Cabinet B, Envelope 1, in the Office of the Recorder of Monroe County, Indiana, intended to be a part of the lands described and recorded in Instrument Number 2003017920, and shown depicted on the attached Temporary Easement Exhibit 'B' Plat marked "Parcel 11", described by Marty J. James, LS29900010, on August 15, 2019, as part of a Route Survey performed by Bledsoe Riggert Cooper & James, Inc., Job #8087, recorded as Instrument No. 2015004283, in the office of the Recorder of Monroe County, Indiana, more particularly described as follows:

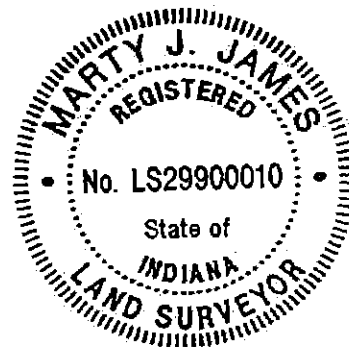
Commencing at the Southwest corner of said Lot 14; thence NORTH 89 degrees 56 minutes 49 seconds EAST, along the South line of said Lot 14, a distance of 59.09 feet to the **POINT OF BEGINNING**; thence continuing along said South line NORTH 89 degrees 56 minutes 49 seconds EAST, 73.20 feet to the Southeast corner of said Lot 14; thence leaving said South line of Lot 14 NORTH 00 degrees 09 minutes 55 seconds WEST, along said East line a distance of 94.11 feet; thence leaving said East line SOUTH 36 degrees 39 minutes 12 seconds WEST, 95.29 feet to the point of curvature of a curve to the right having a radius of 125.00 feet, a chord bearing of SOUTH 42 degrees 08 minutes 27 seconds WEST, and a chord length of 23.91 feet; thence along said curve an arc length of 23.94 feet and to the point of beginning, containing 0.076 acres (3,326 square feet), more or less and subject to all legal right of way and easements.

This description was prepared for the City of Bloomington.

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 6th day of September, 2019

Marty J. James
Registered Land Surveyor No. LS29900010
State of Indiana





BRCJ Job: 8087

Owner: City of Bloomington

Parcel: 11 – Temporary Easement 2

Parent Record Document: Instrument Number 2003017920

Client: City of Bloomington Utilities

A part of Lots 13 and 14 in the Original Town Plat of Bloomington, as recorded in Plat Cabinet B, Envelope 1, in the Office of the Recorder of Monroe County, Indiana, intended to be a part of the lands described and recorded in Instrument Number 2003017920, and shown depicted on the attached Temporary Easement Exhibit 'B' Plat marked "Parcel 11", described by Marty J. James, LS29900010, on August 15, 2019, as part of a Route Survey performed by Bledsoe Riggert Cooper & James, Inc., Job #8087, recorded as Instrument No. 2015004283, in the office of the Recorder of Monroe County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Lot 14; thence NORTH 00 degrees 06 minutes 03 seconds WEST, along the West line of said Lot 14, a distance of 21.22 feet to the South face of a Brick Fire Station Building; thence leaving said West line along said South face SOUTH 89 degrees 57 minutes 19 seconds EAST, 10.54 feet to the East face of a Brick Fire Station Building; thence leaving said South face along said East face NORTH 00 degrees 03 minutes 00 seconds EAST, 5.21 feet to the point of curvature of a non-tangent curve to the left having a radius of 75.00 feet, a chord bearing of NORTH 49 degrees 07 minutes 54 seconds EAST, and a chord length 32.41 feet to the **POINT OF BEGINNING**; thence leaving said East face along said curve an arc length of 32.67 feet; thence NORTH 36 degrees 39 minutes 12 seconds EAST, 10.10 feet to the South face of a Brick Fire Station Building; thence NORTH 89 degrees 49 minutes 43 seconds WEST, along said South face a distance of 14.44 feet to the East face of a Brick Fire Station Building; thence leaving said South face SOUTH 00 degrees 18 minutes 10 seconds WEST, along said East face a distance of 17.39 feet to the South face of a Brick Fire Station Building; thence leaving said East face NORTH 89 degrees 35 minutes 45 seconds WEST, along said South face a distance of 15.99 feet to the East face of a Brick Fire Station Building; thence leaving said South face SOUTH 00 degrees 04 minutes 14 seconds WEST, along said East face a distance of 12.07 feet to the point of beginning, containing 0.01 acres (244 square feet), more or less and subject to all legal right of way and easements.

This description was prepared for the City of Bloomington.

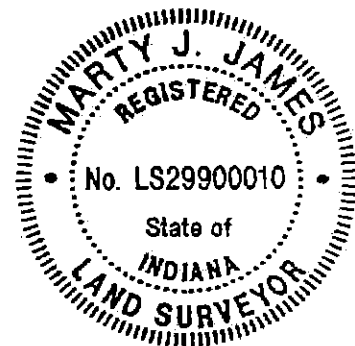
I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 6th day of September, 2019

Marty J. James

Registered Land Surveyor No. LS29900010

State of Indiana



BRCJ Job: 8087
Owner: City of Bloomington
Parcel: 11 – Temporary Easement 3
Parent Record Document: Instrument Number 2003017920
Client: City of Bloomington Utilities

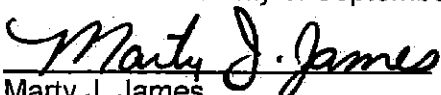
A part of Lots 13 and 14, in the Original Town Plat of Bloomington as recorded in Plat Cabinet B, Envelope 1, in the Office of the Recorder of Monroe County, Indiana, intended to be a part of the lands described and recorded in Instrument Number 2003017920, and shown depicted on the attached Temporary Easement Exhibit 'B' Plat marked "Parcel 11", described by Marty J. James, LS29900010, on August 15, 2019, as part of a Route Survey performed by Bledsoe Riggert Cooper & James, Inc., Job #8087, recorded as Instrument No. 2015004283, in the office of the Recorder of Monroe County, Indiana, more particularly described as follows:

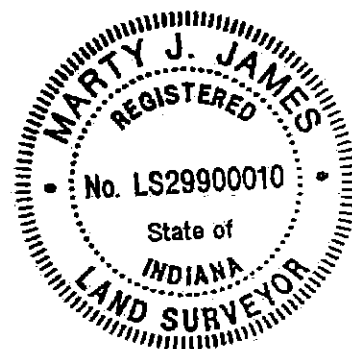
Commencing at the Southwest corner of said Lot 14; thence NORTH 00 degrees 06 minutes 03 seconds WEST, along the West line of said Lot 14, a distance of 21.22 feet to the South face of a Brick Fire Station Building; thence leaving said West line along said South face SOUTH 89 degrees 57 minutes 19 seconds EAST, 10.54 feet to the East face of a Brick Fire Station Building; thence leaving said South face along said East face NORTH 00 degrees 03 minutes 00 seconds EAST, 5.21 feet to the point of curvature of a non-tangent curve to the left having a radius of 75.00 feet, a chord bearing of NORTH 49 degrees 07 minutes 54 seconds EAST, and a chord length 32.41 feet; thence leaving said East face along said curve an arc length of 32.67 feet ; thence NORTH 36 degrees 39 minutes 12 seconds EAST, 10.10 feet to the South face of a Brick Fire Station Building; thence SOUTH 89 degrees 49 minutes 43 seconds EAST, along said South face a distance of 1.38 feet; thence leaving said South face NORTH 00 degrees 33 minutes 10 seconds EAST, along said East face of a Brick Fire Station, a distance of 1.88 feet to the **POINT OF BEGINNING**; thence NORTH 00 degrees 33 minutes 10 seconds EAST, along said East face a distance of 10.43 feet; thence leaving said East face NORTH 88 degrees 59 minutes 45 seconds EAST, 7.76 feet; thence SOUTH 36 degrees 39 minutes 12 seconds WEST, 13.17 feet to the point of beginning, containing 40 square feet, more or less and subject to all legal right of way and easements.

This description was prepared for the City of Bloomington.

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 6th day of September, 2019


Marty J. James
Registered Land Surveyor No. LS29900010
State of Indiana





BRCJ Job: 8087

Owner: City of Bloomington

Parcel: 11 – Temporary Easement 4

Parent Record Document: Instrument Number 2003017920

Client: City of Bloomington Utilities

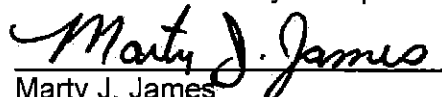
A part of Lots 13 and 14, in the Original Town Plat of Bloomington, as recorded in Plat Cabinet B, Envelope 1, in the Office of the Recorder of Monroe County, Indiana, intended to be a part of the lands described and recorded in Instrument Number 2003017920, and shown depicted on the attached Temporary Easement Exhibit 'B' Plat marked "Parcel 11", described by Marty J. James, LS29900010, on August 15, 2019, as part of a Route Survey performed by Bledsoe Riggert Cooper & James, Inc., Job #8087, recorded as Instrument No. 2015004283, in the office of the Recorder of Monroe County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Lot 14; thence NORTH 00 degrees 06 minutes 03 seconds WEST, along the West line of said Lot 14, a distance of 21.22 feet to the South face of a Brick Fire Station Building; thence leaving said West line along said South face SOUTH 89 degrees 57 minutes 19 seconds EAST, 10.54 feet to the East face of a Brick Fire Station Building; thence leaving said South face along said East face NORTH 00 degrees 03 minutes 00 seconds EAST, 5.21 feet to the point of curvature of a non-tangent curve to the left having a radius of 75.00 feet, a chord bearing of NORTH 49 degrees 07 minutes 54 seconds EAST, and a chord length 32.41 feet; thence leaving said East face along said curve an arc length of 32.67 feet; thence NORTH 36 degrees 39 minutes 12 seconds EAST, 10.10 feet to the South face of a Brick Fire Station Building; thence SOUTH 89 degrees 49 minutes 43 seconds EAST, along said South face a distance of 1.38 feet; thence leaving said South face NORTH 00 degrees 33 minutes 10 seconds EAST, along said East face a distance of 1.88 feet; thence leaving said East face NORTH 36 degrees 39 minutes 12 seconds EAST, 15.88 feet to the **POINT OF BEGINNING**; thence NORTH 00 degrees 22 minutes 33 seconds EAST, 2.40 feet; thence SOUTH 89 degrees 37 minutes 27 seconds EAST, 1.76 feet; thence SOUTH 36 degrees 39 minutes 12 seconds WEST, 2.97 feet to the point of beginning, containing 2 square feet, more or less and subject to all legal right of way and easements.

This description was prepared for the City of Bloomington.

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.

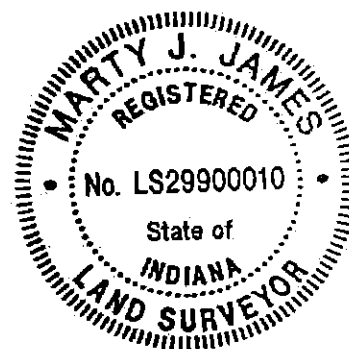
Certified this 6th day of September, 2019



Marty J. James

Registered Land Surveyor No. LS29900010

State of Indiana



BRCJ Job: 8087
Owner: City of Bloomington
Parcel: 11 – Temporary Easement 5
Parent Record Document: Instrument Number 2003017920
Client: City of Bloomington Utilities

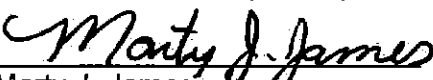
A part of Lots 13 and 14, in the Original Town Plat of Bloomington, as recorded in Plat Cabinet B, Envelope 1, in the Office of the Recorder of Monroe County, Indiana, intended to be a part of the lands described and recorded in Instrument Number 2003017920, and shown depicted on the attached Temporary Easement Exhibit Plat marked "Parcel 11", described by Marty J. James, LS29900010, on August 15, 2019, as part of a Route Survey performed by Bledsoe Riggert Cooper & James, Inc., Job #8087, recorded as Instrument No. 2015004283, in the office of the Recorder of Monroe County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Lot 14; thence NORTH 00 degrees 06 minutes 03 seconds WEST, along the West line of said Lot 14, a distance of 21.22 feet to the South face of a Brick Fire Station Building; thence leaving said West line along said South face SOUTH 89 degrees 57 minutes 19 seconds EAST, 10.54 feet to the East face of a Brick Fire Station Building; thence leaving said South face along said East face NORTH 00 degrees 03 minutes 00 seconds EAST, 5.21 feet to the point of curvature of a non-tangent curve to the left having a radius of 75.00 feet, a chord bearing of NORTH 49 degrees 07 minutes 54 seconds EAST, and a chord length 32.41 feet; thence leaving said East face along said curve an arc length of 32.67 feet ; thence NORTH 36 degrees 39 minutes 12 seconds EAST, 10.10 feet to the South face of a Brick Fire Station Building; thence SOUTH 89 degrees 49 minutes 43 seconds EAST, along said South face a distance of 1.38 feet; thence leaving said South face NORTH 00 degrees 33 minutes 10 seconds EAST, along said East face a distance of 1.88 feet; thence leaving said East face NORTH 36 degrees 39 minutes 12 seconds EAST, 28.00 feet to the **POINT OF BEGINNING**; thence NORTH 36 degrees 39 minutes 12 seconds EAST, 23.85 feet; thence SOUTH 89 degrees 47 minutes 57 seconds WEST, 13.99 feet to the East face of a Brick Fire Station Building; thence SOUTH 00 degrees 44 minutes 00 seconds WEST, along said East face a distance of 19.09 feet to the point of beginning, containing 134 square feet, more or less and subject to all legal right of way and easements.

This description was prepared for the City of Bloomington.

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 6th day of September, 2019


Marty J. James
Registered Land Surveyor No. LS29900010
State of Indiana





BRCJ Job: 8087

Owner: City of Bloomington

Parcel: 11 – Temporary Easement 6

Parent Record Document: Instrument Number 2003017920

Client: City of Bloomington Utilities

A part of Lots 13 and 14, in the Original Town Plat of Bloomington, as recorded in Plat Cabinet B, Envelope 1, in the Office of the Recorder of Monroe County, Indiana, intended to be a part of the lands described and recorded in Instrument Number 2003017920, and shown depicted on the attached Temporary Easement Exhibit 'B' Plat marked "Parcel 11", described by Marty J. James, LS29900010, on August 15, 2019, as part of a Route Survey performed by Bledsoe Riggert Cooper & James, Inc., Job #8087, recorded as Instrument No. 2015004283, in the office of the Recorder of Monroe County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Lot 14; thence NORTH 00 degrees 06 minutes 03 seconds WEST, along the West line of said Lot 14, a distance of 21.22 feet to the South face of a Brick Fire Station Building; thence leaving said West line along said South face SOUTH 89 degrees 57 minutes 19 seconds EAST, 10.54 feet to the East face of a Brick Fire Station Building; thence leaving said South face along said East face NORTH 00 degrees 03 minutes 00 seconds EAST, 5.21 feet to the point of curvature of a non-tangent curve to the left having a radius of 75.00 feet, a chord bearing of NORTH 49 degrees 07 minutes 54 seconds EAST, and a chord length of 32.41 feet; thence leaving said East face along said curve an arc length of 32.67 feet; thence NORTH 36 degrees 39 minutes 12 seconds EAST, 10.10 feet to the South face of a Brick Fire Station Building; thence SOUTH 89 degrees 49 minutes 43 seconds EAST, along said South face a distance of 1.38 feet; thence leaving said South face NORTH 00 degrees 33 minutes 10 seconds EAST, along said East face a distance of 1.88 feet; thence leaving said East face NORTH 36 degrees 39 minutes 12 seconds EAST, 54.70 feet to the **POINT OF BEGINNING**; thence NORTH 00 degrees 19 minutes 08 seconds EAST, 6.92 feet; thence NORTH 90 degrees 00 minutes 00 seconds EAST, 5.11 feet; thence SOUTH 36 degrees 39 minutes 12 seconds WEST, 8.63 feet to the point of beginning, containing 18 square feet, more or less and subject to all legal right of way and easements.

This description was prepared for the City of Bloomington.

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 6th day of September, 2019

Marty J. James

Registered Land Surveyor No. LS29900010

State of Indiana



**PERMANENT AND TEMPORARY
STORMWATER DRAINAGE and UTILITY EASEMENTS and RIGHTS OF WAY**

THIS INDENTURE WITNESSETH, that the CITY OF BLOOMINGTON, (hereinafter referred to collectively as "GRANTOR"), owners of the real estate hereinafter described, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grants to CITY OF BLOOMINGTON UTILITIES (hereinafter referred to as "GRANTEE"), permanent and temporary storm water drainage and utility easements and rights-of-way across and beneath the real estate located in Monroe County, Indiana, described in the deed recorded as Instrument Number 2003017920 on June 30th, 2003, in the office of the Recorder of Monroe County, Indiana (hereinafter referred to as the "Real Estate"). The Permanent Easement area is shown on and described in the survey which is attached hereto, marked as **Exhibit "A"** and by this reference incorporated herein. The Temporary Easement area is shown on and described in the survey which is attached hereto, marked as **Exhibit "B"** and by this reference incorporated herein. These Easements and Rights-of-Way run with the land.

These Easements and Rights-of-Way are granted for the purpose of permitting the GRANTEE, its employees, agents, assigns and independent contractors the right to enter upon the Real Estate to operate, maintain, repair, and replace any and all storm water drainage and utility infrastructure located on and in the Real Estate as GRANTEE in its sole discretion deems necessary. The temporary easement shall commence on the date of the notice to proceed for the Jordan River Storm Culvert Reconstruction Project across the Real Estate (hereinafter referred to as the "PROJECT") and shall terminate three years thereafter or on the date of final completion of the PROJECT, whichever is earlier.

It is further understood and agreed that as an additional consideration for the granting of these Easements and Rights-of-Way, GRANTEE hereby promises and agrees that after any maintenance, repair, or replacement caused or conducted by GRANTEE, GRANTEE shall repair or cause to be repaired any and all damage done to the Real Estate and agrees to place the Real Estate in as good a condition as the same was immediately prior to the execution of the Easements and Rights-of-Way and immediately prior to any future maintenance, repair, or replacement. Other conditions of the Easements and Rights-of-Way are:

1. These Easements and Rights-of-Way are exclusive to the GRANTEE; any new utility installations by any entity other than GRANTEE are not permitted without prior written authorization by GRANTEE.
2. No permanent structures or alterations within the Easements will be permitted, including, but not limited to, trees, signs, structures, or fences unless prior written approval is granted by GRANTEE.
3. GRANTOR shall be permitted to use the surface of the Real Estate within the Permanent and Temporary Easement areas for paving, parking, and landscaping, or change the grade of the Real Estate if plans for such improvements or grading are approved by GRANTEE in writing prior to commencement of any construction.

GRANTOR states that it is the sole owner of the Real Estate.

Signature Page To Follow:

IN WITNESS WHEREOF, the GRANTOR has set her hand and seal this 3rd day of August, 2020.

CITY OF BLOOMINGTON
BOARD of PUBLIC WORKS

Kyla Cox Deckard, President of the Board

STATE OF INDIANA) SS:
COUNTY OF MONROE)

Subscribed and sworn to before me this _____ day of _____, 2020.

Signature of Notary Public

Date Commission expires

Printed Name of Notary Public

County of Residence

Commission Number: _____

EXECUTED AND DELIVERED in my presence:

Witness: _____
April Rosenbarger

STATE OF INDIANA) SS:
COUNTY OF MONROE)

Before me, a notary public, in and for said County and State, personally appeared April Rosenbarger, being known to me to be the person whose name is subscribed as witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Kayla Cox Deckard in the presence of the above-named subscribing witness, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest or proceeds from the property that is the subject of the transaction.

Subscribed and sworn to before me this _____ day of _____, 2020.

Signature of Notary Public

Date Commission expires

Printed Name of Notary Public

County of Residence

Commission Number: _____

This instrument prepared by: Christopher J. Wheeler, Assistant City Attorney, City of Bloomington, P.O. Box 100, Bloomington, IN 47402

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. /s/ Christopher J. Wheeler



Board of Public Works
Staff Report

Project/Event: Request for Approval of Permanent and Temporary Easements and Rights-Of-Way through the Waldron, Hill and Buskirk Park on 3rd Street

Petitioner/Representative: City of Bloomington Utilities Department

Staff Representative: Christopher J. Wheeler, City Legal
Michael Carter, Utilities Department

Date: July 22, 2020

Report: CBU is preparing to renovate a length of the Jordan River Storm Culvert from just north of fourth street, heading south down Grant Street, crossing Third Street and continuing south/southwest through the Waldron, Hill and Buskirk Park, then crossing Smith Street and continuing south west until it reaches Washington Street.

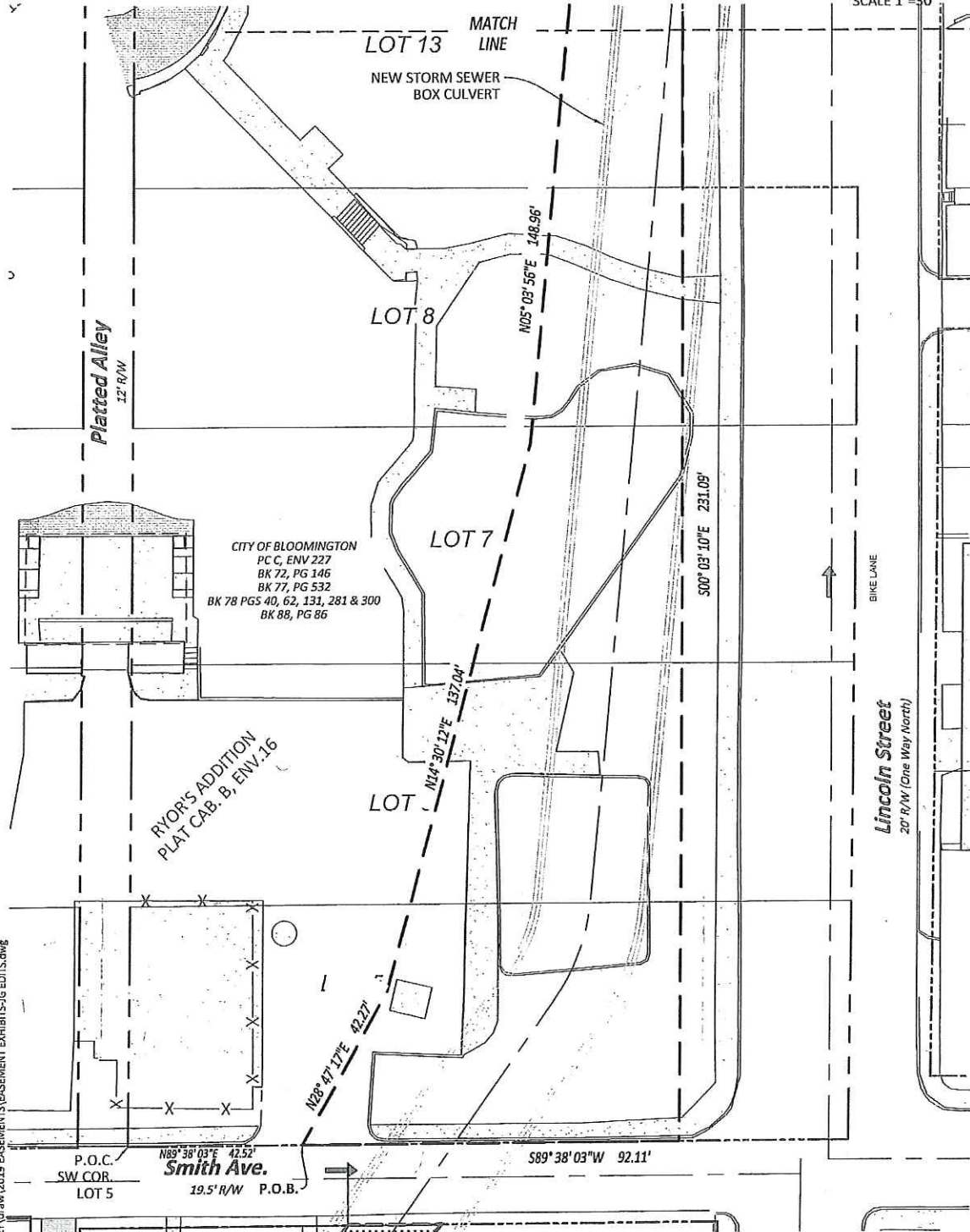
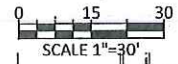
City of Bloomington acquired the real estate upon which the Park is situated and through which the Jordan River Storm Culvert runs between 1925 and 1927. The existing storm culvert was constructed prior to 1935. Renovation will expand the footprint of the storm water infrastructure and straighten out some segments of the culvert in order to increase the flow capacity and improve drainage through the downtown area serviced by this storm water system.

Recommendation and Supporting Justification: City staff reviewed this request and recommends that the Board approve the requested easements and rights of way.

Recommend **Approval** **Denial**

by: Christopher J. Wheeler, City Legal
Michael Carter, Utilities

PARCEL 8
PERMANENT EASEMENT # 1 EXHIBIT 'A'
 THE CITY OF BLOOMINGTON
 PC C, ENV 227, BK 72, PG 146, BK 77, PG 532
 BK 78 PGS 40, 62, 131, 281 & 300
 BK 88, PG 86

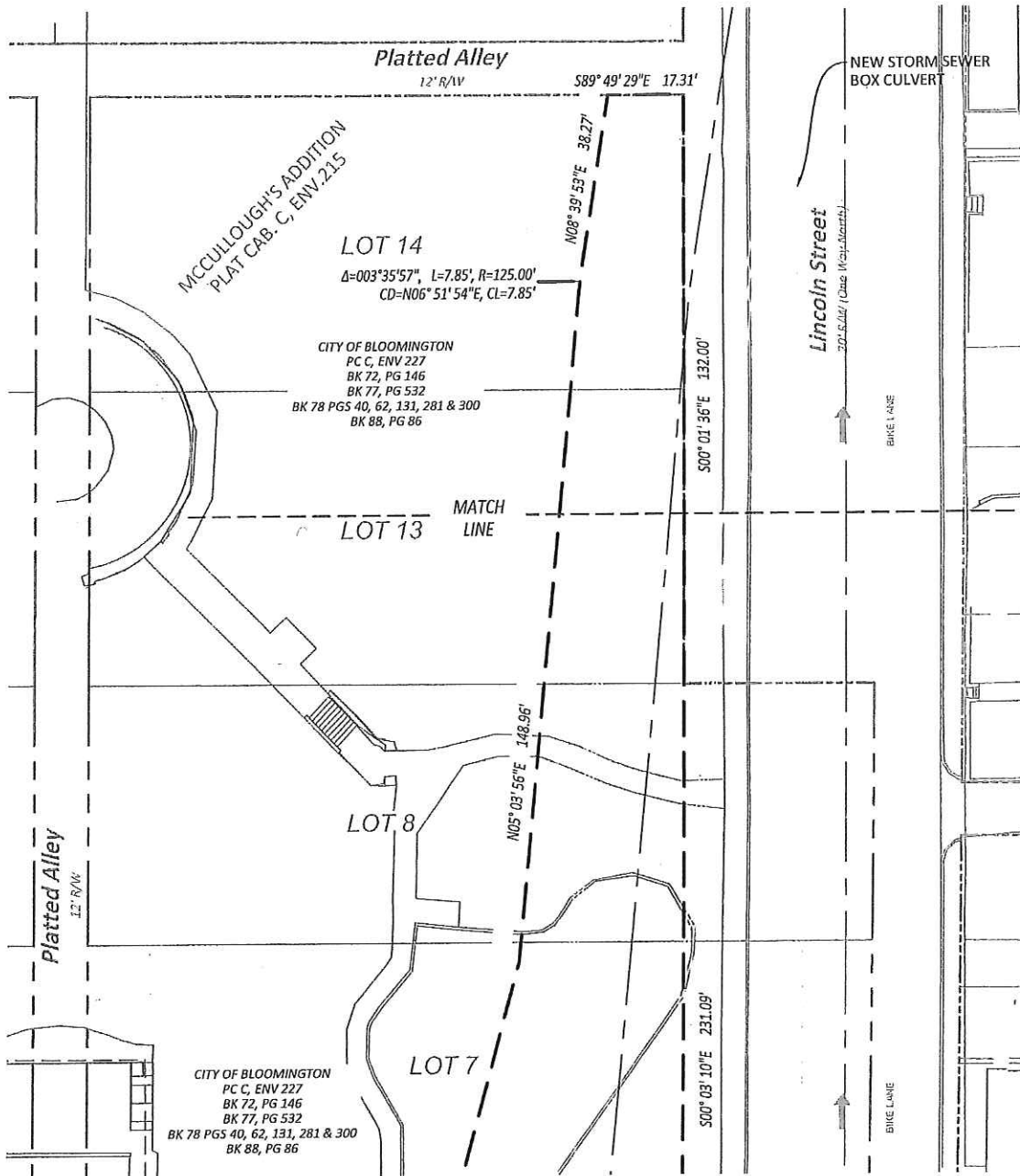
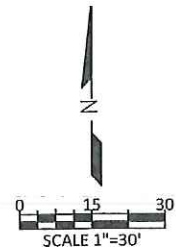


PARCEL 8: PART OF LOTS 13 & 14
 McCULLOUGH'S ADDITION
 PART OF LOTS 5, 6, 7, 8
 RYOR'S ADDITION
 SECTION 4, T8N, R1W
 MONROE COUNTY

PERMANENT EASEMENT: 15,741 SQ. FT. 0.36 ACRES

SURVEYOR'S STATEMENT
 To the best of my knowledge and belief, this plat, with the "Location Control Route Survey" recorded as Instrument No. 2015004283, in the office of the recorder of Monroe County, Indiana, (incorporated and made a part hereof by reference) comprise a Location Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).

S:\Jobs\8000-8100\8087 JORDAN RIVER SURVEY\Draw\2019 EASEMENTS\EASEMENT EXHIBITS-JG EDITS.dwg



PARCEL 8: PART OF LOTS 13 & 14
 McCULLOUGH'S ADDITION,
 PART OF LOTS 5,6,7,8
 RYOR'S ADDITION
 SECTION 4, T8N, R1W
 MONROE COUNTY
PERMANENT EASEMENT: 15,741 SQ. FT. 0.36 ACRES

SURVEYOR'S STATEMENT
 To the best of my knowledge and belief, this plat, with the
 "Location Control Route Survey" recorded as Instrument
 No. 2015004283, in the office of the recorder of Monroe
 County, Indiana, (incorporated and made a part hereof by
 reference) comprise a Location Route Survey, executed in
 accordance with Indiana Administrative Code 865 IAC
 1-12, (Rule 12).

S:\Jobs\8001-8109\8087 JORDAN RIVER SURVEY\Draw\2019 EASEMENTS\EASEMENT EXHIBITS-JG EDITS.dwg

BRCJ Job: 8087

Owner: City of Bloomington

Parcel: 8

Parent Record Document: Plat Cabinet C, Envelope 227; Deed Book 72, page 146; Deed Book 77, page 532; Deed Book 78, pages 40, 62, 131, 281, and 300; Deed Book 88, page 86

Client: City of Bloomington

A part of Lots 5, 6, 7, and 8 in Ryor's Addition, as recorded in Plat Cabinet B, Envelope 16 and a part of Lots 13 and 14 in McCullough's Addition, as recorded in Plat Cabinet C, Envelope 215 in the Office of the Recorder of Monroe County, Indiana, intended to be a part of the lands described and recorded in Plat Cabinet C, Envelope 227; Deed Book 72, page 146; Deed Book 77, page 532; Deed Book 78, pages 40, 62, 131, 281, and 300; Deed Book 88, page 86, and shown depicted on the attached Permanent Easement Exhibit 'A' Plat marked "Parcel 8", described by Marty J. James, LS29900010, on February 7, 2020, as part of a Route Survey performed by Bledsoe Riggert Cooper & James, Inc., Job #8087, recorded as Instrument No. 2015004283, in the office of the Recorder of Monroe County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Lot 5; thence NORTH 89 degrees 38 minutes 03 seconds EAST, along the South line of said Lot 5, a distance of 42.52 feet and to the **POINT OF BEGINNING**; thence leaving said South line of Lot 5, NORTH 28 degrees 47 minutes 17 seconds EAST, 42.27; thence NORTH 14 degrees 30 minutes 12 seconds EAST, 137.04; thence NORTH 05 degrees 03 minutes 56 seconds EAST 148.96 feet to a point of curvature of a curve to the right having a radius of 125.00 feet, a chord bearing of NORTH 06 degrees 51 minutes 54 seconds EAST, and a chord length of 7.85 feet; thence along said curve an arc length of 7.85 feet; thence NORTH 08 degrees 39 minutes 53 seconds EAST, 38.27 feet to the North line of said Lot 14; thence SOUTH 89 degrees 49 minutes 29 seconds EAST, along said North line 17.31 feet to the northeast corner of said Lot 14; thence leaving said north line SOUTH 00 degrees 01 minutes 36 seconds EAST, along the east line of said Lot 14, a distance of 132.00 feet to the southeast corner of said lot 13; thence SOUTH 00 degrees 03 minutes 10 seconds EAST, 231.09 feet to the South line of said Lot 5; thence SOUTH 89 degrees 38 minutes 03 seconds WEST, along said South line 92.11 feet to the point of beginning, containing 0.36 acres (15,741 square feet), more or less and subject to all legal right of way and easements.

This description was prepared for the City of Bloomington.

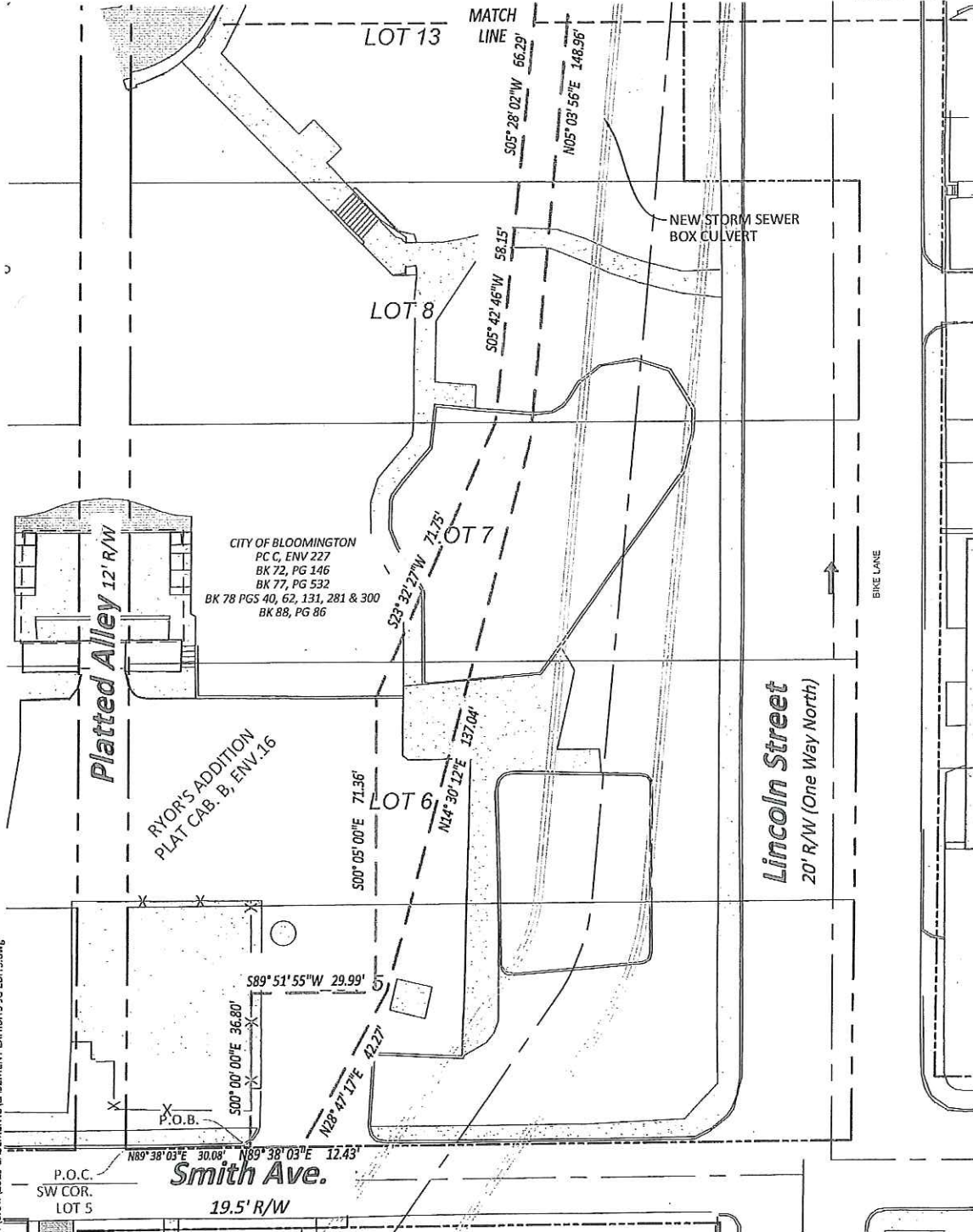
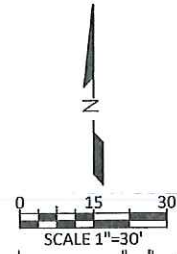
I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 7th day of February, 2020



Marty J. James
Registered Land Surveyor No. LS29900010
State of Indiana



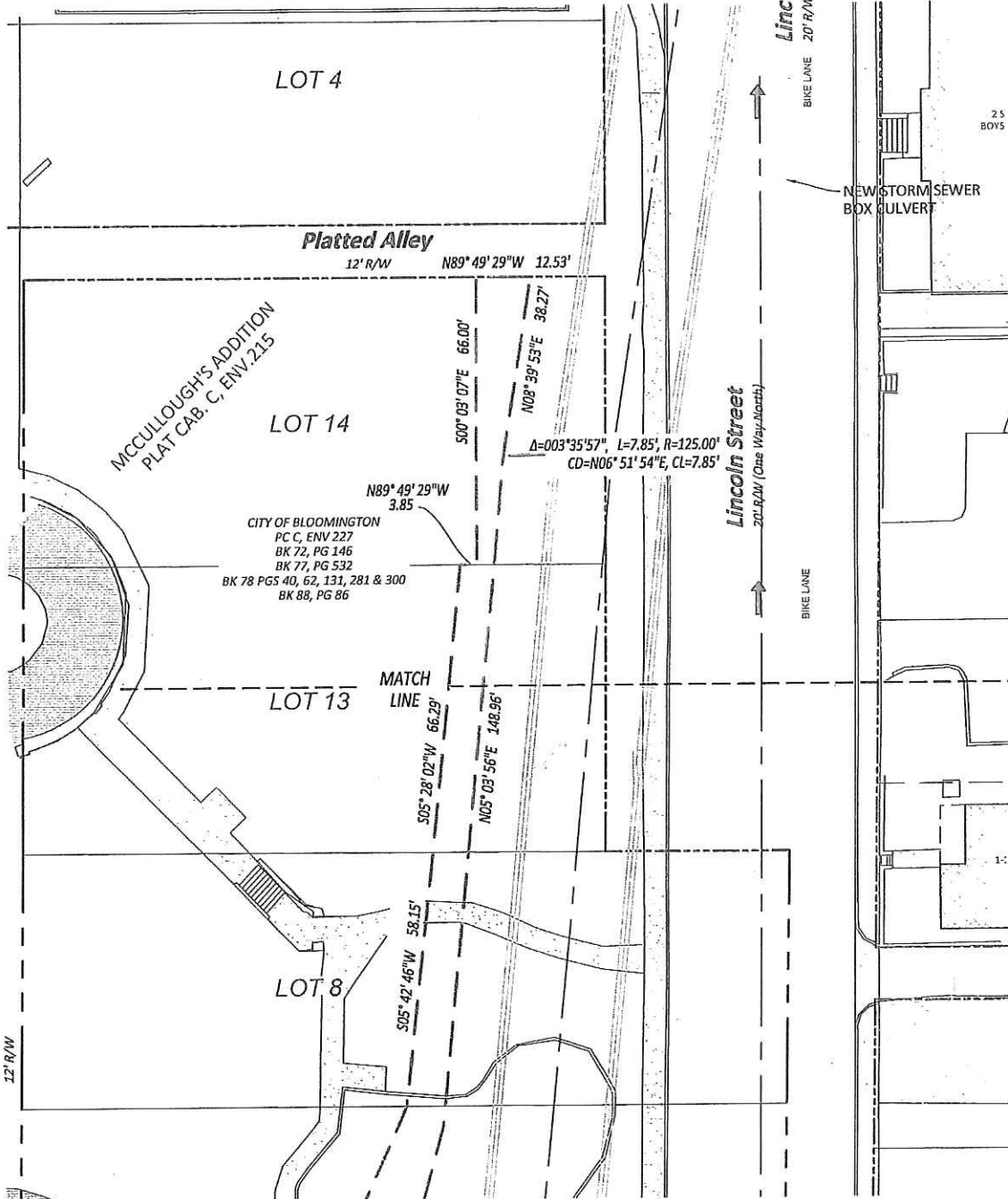
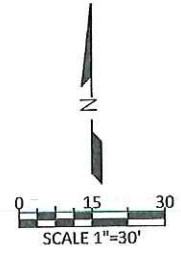


PARCEL 8: PART OF LOTS 13 & 14
 McCULLOUGH'S ADDITION,
 PART OF LOTS 5, 6, 7, 8
 RYOR'S ADDITION
 SECTION 4, T8N, R1W
 MONROE COUNTY

TEMPORARY EASEMENT: 4244 SQ. FT. 0.1 ACRES

SURVEYOR'S STATEMENT
 To the best of my knowledge and belief, this plat, with the
 "Location Control Route Survey" recorded as Instrument No.
 2015004283, in the office of the recorder of Monroe County,
 Indiana, (incorporated and made a part hereof by reference)
 comprise a Location Route Survey, executed in accordance with
 Indiana Administrative Code 865 IAC 1-12, (Rule 12).

S:\jobs\80001-81000\8087 JORDAN RIVERS SURVEY\DRAWING\2019 EASEMENTS\EXHIBIT-B\IG EDITS.dwg



PARCEL 8: PART OF LOTS 13 & 14
 McCULLOUGH'S ADDITION,
 PART OF LOTS 5,6,7,8
 RYOR'S ADDITION
 SECTION 4, T8N, R1W
 MONROE COUNTY
TEMPORARY EASEMENT: 4244 SQ. FT. 0.1 ACRES

SURVEYOR'S STATEMENT
 To the best of my knowledge and belief, this plat, with the "Location Control Route Survey" recorded as Instrument No. 2015004283, in the office of the recorder of Monroe County, Indiana, (incorporated and made a part hereof by reference) comprise a Location Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).



BRCJ Job: 8087

Owner: City of Bloomington

Parcel: 8 – Temporary Easement

Parent Record Document: Plat Cabinet C, Envelope 227; Deed Book 72, page 146; Deed Book 77, page 532; Deed Book 78, pages 40, 62, 131, 281, and 300; Deed Book 88, page 86

Client: City of Bloomington

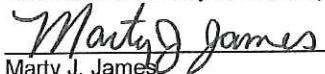
A part of Lots 5, 6, 7, and 8 in Ryor's Addition, as recorded in Plat Cabinet B, Envelope 16 and a part of Lots 13 and 14 in McCullough's Addition, as recorded in Plat Cabinet C, Envelope 215 in the Office of the Recorder of Monroe County, Indiana, intended to be a part of the lands described and recorded in Plat Cabinet C, Envelope 227; Deed Book 72, page 146; Deed Book 77, page 532; Deed Book 78, pages 40, 62, 131, 281, and 300; and Deed Book 88, page 86, and shown depicted on the attached Temporary Easement Exhibit 'B' Plat marked "Parcel 8", described by Marty J. James, LS29900010, on February 7, 2020, as part of a Route Survey performed by Bledsoe Riggert Cooper & James, Inc., Job #8087, recorded as Instrument No. 2015004283, in the office of the Recorder of Monroe County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Lot 5; thence NORTH 89 degrees 38 minutes 03 seconds EAST, along the South line of said Lot 5, a distance of 30.08 feet and to the **POINT OF BEGINNING**; thence continuing along said South line NORTH 89 degrees 38 minutes 03 seconds EAST, 12.43 feet; thence leaving said South line of Lot 5, NORTH 28 degrees 47 minutes 17 seconds EAST, 42.27; thence NORTH 14 degrees 30 minutes 12 seconds EAST, 137.04; thence NORTH 05 degrees 03 minutes 56 seconds EAST 148.96 feet to a point of curvature of a curve to the right having a radius of 125.00 feet, a chord bearing of NORTH 06 degrees 51 minutes 54 seconds EAST, and a chord length of 7.85 feet; thence along said curve an arc length of 7.85 feet; thence NORTH 08 degrees 39 minutes 53 seconds EAST, 38.27 feet to the North line of said Lot 14; thence NORTH 89 degrees 49 minutes 29 seconds WEST, along said North line a distance of 12.53 feet; thence SOUTH 00 degrees 03 minutes 07 seconds EAST, to the North line of said Lot 13, a distance of 66.0 feet; thence NORTH 89 degrees 49 minutes 29 seconds WEST, along said North line a distance of 3.85 feet; thence leaving said North line SOUTH 05 degrees 28 minutes 02 seconds WEST, 66.29 feet; thence SOUTH 05 degrees 42 minutes 46 seconds WEST, 58.15 feet; thence SOUTH 23 degrees 32 minutes 27 seconds WEST, 71.75 feet; thence SOUTH 00 degrees 05 minutes 00 seconds EAST, 71.36 feet; thence SOUTH 89 degrees 51 minutes 55 seconds WEST, 29.99 feet; thence SOUTH 00 degrees 00 minutes 00 seconds EAST, 36.80 feet, to the point of beginning, containing 0.1 acres (4244 square feet), more or less and subject to all legal right of way and easements.

This description was prepared for the City of Bloomington.

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.

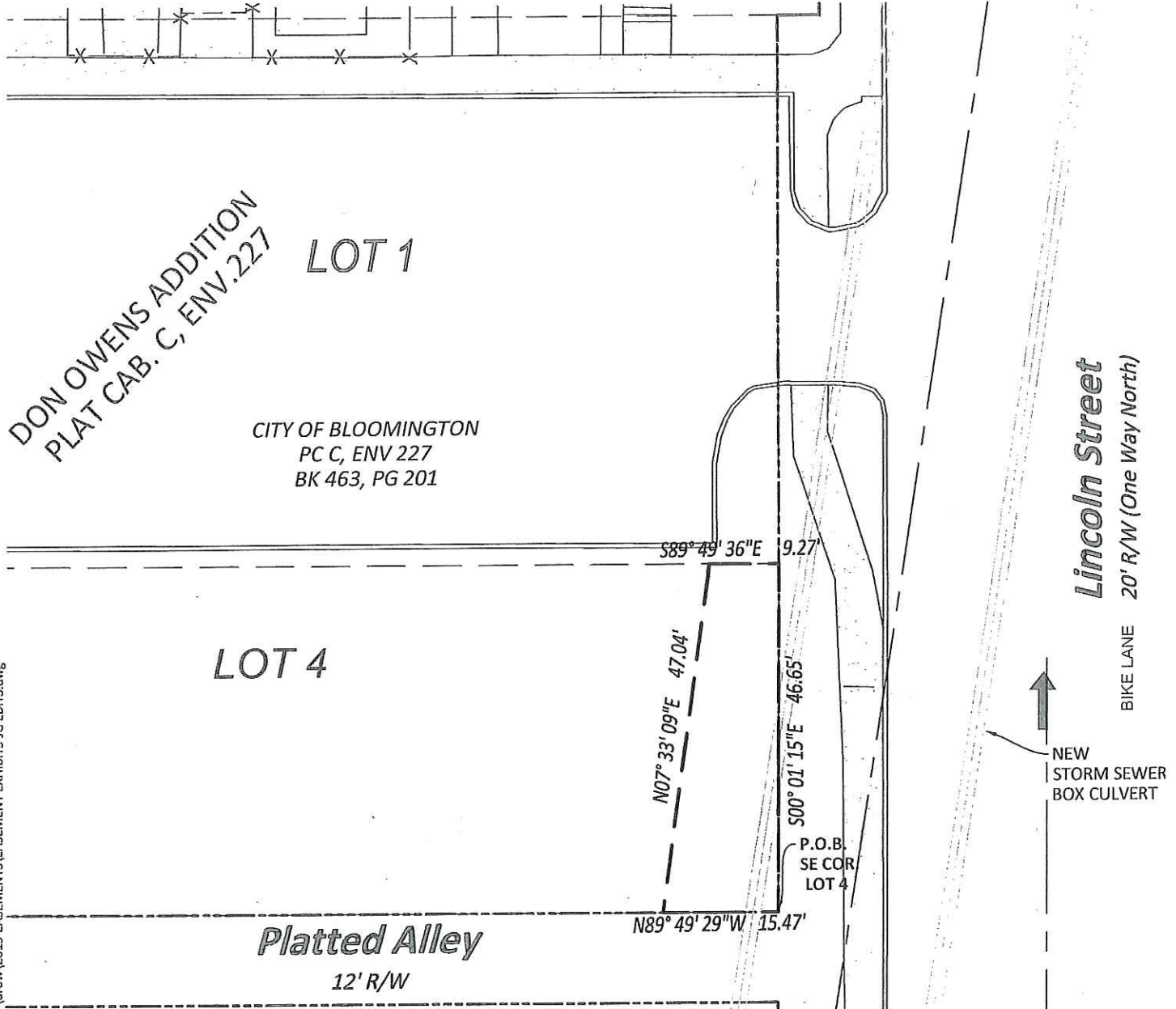
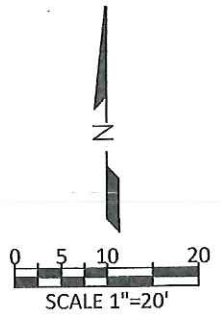
Certified this 7th day of February, 2020



Marty J. James
Registered Land Surveyor No. LS29900010
State of Indiana



PARCEL 8
PERMANENT EASEMENT #2 EXHIBIT 'A'
 THE CITY OF BLOOMINGTON
 PC C, ENV 227, BK 72, PG 146, BK 77, PG 532
 BK 78 PGS 40, 62, 131, 281 & 300
 BK 88, PG 86

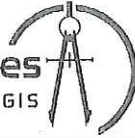


PARCEL 8: A PART OF LOT 4 DON OWENS ADDITION
 SECTION 4, T8N, R1W
 MONROE COUNTY

PERMANENT EASEMENT: 577 SQ. FT. 0.01 ACRES

SURVEYOR'S STATEMENT
 To the best of my knowledge and belief, this plat, with the "Location Control Route Survey" recorded as Instrument No. 2015004283, in the office of the recorder of Monroe County, Indiana, (incorporated and made a part hereof by reference) comprise a Location Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).

S:\jobs\8001-8100\8087 JORDAN RIVER SURVEY\draw\2019 EASEMENTS\EASEMENT EXHIBITS-JG EDITS.dwg



BRCJ Job: 8087

Owner: City of Bloomington

Parcel: 8 Permanent # 2

Parent Record Document: Plat Cabinet C, Envelope 227; Deed Book 72, page 146; Deed Book 77, page 532; Deed Book 78, pages 40, 62, 131, 281, and 300; Deed Book 88, page 86

Client: City of Bloomington Utilities

A part of Lot 4 in Don Owens Addition, as recorded in Plat Cabinet C , Envelope 227, in the Office of the Recorder of Monroe County, Indiana, intended to be a part of the lands described and recorded in Plat Cabinet C, Envelope 227; Deed Book 72, page 146; Deed Book 77, page 532; Deed Book 78, pages 40, 62, 131, 281, and 300; Deed Book 88, page 86, and shown depicted on the attached Permanent Easement Exhibit 'A' Plat marked "Parcel 8", described by Marty J. James, LS29900010, on February 7, 2020, as part of a Route Survey performed by Bledsoe Riggert Cooper & James, Inc., Job #8087, recorded as Instrument No. 2015004283, in the office of the Recorder of Monroe County, Indiana, more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 4; thence NORTH 89 degrees 49 minutes 29 seconds WEST, along the South line of said Lot 4, a distance of 15.47 feet; thence leaving said South line of said Lot 4, NORTH 07 degrees 33 minutes 09 seconds EAST, 47.04' to the North line of said Lot 4; thence SOUTH 89 degrees 49 minutes 36 seconds EAST, along said North line a distance of 9.27 feet to the Northeast corner of said Lot 4; thence SOUTH 00 degrees 01 minutes 15 seconds EAST, along the EAST line of said Lot 4, a distance of 46.65 feet to the point of beginning, containing 0.01 acres (577 square feet), more or less and subject to all legal right of way and easements.

This description was prepared for the City of Bloomington.

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 7th day of February, 2020

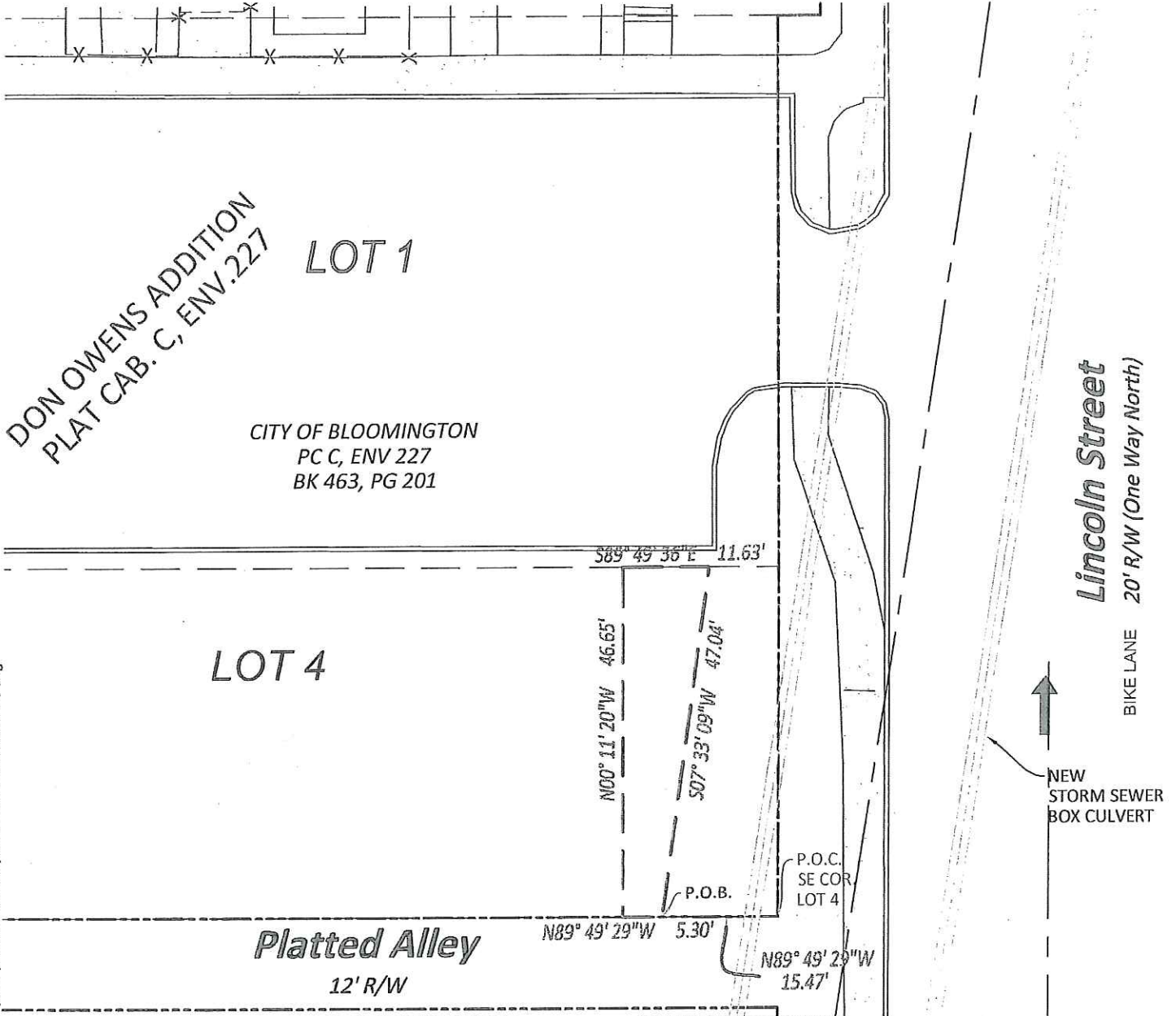
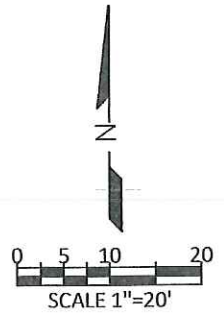


Marty J. James
Registered Land Surveyor No. LS29900010
State of Indiana



SHEET 2 OF 2

PARCEL 8
TEMPORARY EASEMENT #2 EXHIBIT 'B'
 THE CITY OF BLOOMINGTON
 PC C, ENV 227, BK 72, PG 146, BK 77, PG 532
 BK 78 PGS 40, 62, 131, 281 & 300
 BK 88, PG 86



PARCEL 8: A PART OF LOT 4 DON OWENS ADDITION
 SECTION 4, T8N, R1W
 MONROE COUNTY
TEMPORARY EASEMENT: 395 SQ. FT. 0.01 ACRES

SURVEYOR'S STATEMENT
 To the best of my knowledge and belief, this plat, with the "Location Control Route Survey" recorded as Instrument No. 2015004283, in the office of the recorder of Monroe County, Indiana, (incorporated and made a part hereof by reference) comprise a Location Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).

S:\jobs\8001-8100\8087 JORDAN RIVER SURVEY\DRAW\2019 EASEMENTS\EASEMENT EXHIBITS-JG EDITS.dwg



BRCJ Job: 8087

Owner: City of Bloomington

Parcel: 8 – Temporary Easement # 2

Parent Record Document: Plat Cabinet C, Envelope 227; Deed Book 72, page 146; Deed Book 77, page 532; Deed Book 78, pages 40, 62, 131, 281, and 300; Deed Book 88, page 86

Client: City of Bloomington Utilities

A part of Lot 4 in Don Owens Addition, as recorded in Plat Cabinet C, Envelope 227, in the Office of the Recorder of Monroe County, Indiana, intended to be a part of the lands described and recorded in Plat Cabinet C, Envelope 227; Deed Book 72, page 146; Deed Book 77, page 532; Deed Book 78, pages 40, 62, 131, 281, and 300; Deed Book 88, page 86, and shown depicted on the attached Temporary Easement Exhibit 'B' Plat marked "Parcel 8", described by Marty J. James, LS29900010, on February 7, 2020, as part of a Route Survey performed by Bledsoe Riggert Cooper & James, Inc., Job #8087, recorded as Instrument No. 2015004283, in the office of the Recorder of Monroe County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Lot 4; thence NORTH 89 degrees 49 minutes 29 seconds WEST, along the South line of said Lot 4, a distance of 15.47 feet to the **POINT OF BEGINNING**; thence continuing along said South line of Lot 4, NORTH 89 degrees 49 minutes 29 seconds WEST, 5.30 feet; thence leaving said South line of Lot 4, NORTH 00 degrees 11 minutes 20 seconds WEST, 46.65 feet to the North line of said Lot 4; thence SOUTH 89 degrees 49 minutes 36 seconds EAST, along said North line of Lot 4 a distance of 11.63 feet; thence leaving said North line of Lot 4, SOUTH 07 degrees 33 minutes 09 seconds WEST, 47.04 feet to the point of beginning, containing 0.01 acres (395 square feet), more or less and subject to all legal right of way and easements.

This description was prepared for the City of Bloomington.

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 7th day of February, 2020


Marty J. James

Registered Land Surveyor No. LS29900010
State of Indiana



SHEET 2 OF 2

**PERMANENT AND TEMPORARY
STORMWATER DRAINAGE and UTILITY EASEMENTS
and RIGHTS-OF-WAY**

THIS INDENTURE WITNESSETH, that the CITY OF BLOOMINGTON, (hereinafter referred to as the "GRANTOR"), owner of the real estate hereinafter described, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants to the CITY OF BLOOMINGTON UTILITIES (hereinafter referred to as "GRANTEE"), permanent and temporary storm water drainage and utility easements and rights-of-way across and beneath the real estate located in Monroe County, Indiana, described in the deeds recorded in Deed Book 72, page 146; Deed Book 77, page 532; Deed Book 78, pages 40, 62, 131, 281, 300; Deed Book 88, page 86, in the office of the Recorder of Monroe County, Indiana, commonly referred to as Waldron, Hill and Buskirk Park (hereinafter referred to as the "Real Estate"). The Permanent Easement area is shown on and described in the survey which is attached hereto, marked as **Exhibit "A"** and by this reference incorporated herein. The Temporary Easement area is shown on and described in the survey which is attached hereto, marked as **Exhibit "B"** and by this reference incorporated herein. These Easements and Rights-of-Way run with the land.

These Easements and Rights-of-Way are granted for the purpose of permitting the GRANTEE, its employees, agents, assigns and independent contractors the right to enter upon the Real Estate to operate, maintain, repair, and replace any and all storm water drainage and utility infrastructure located on and in the Real Estate as GRANTEE in its sole discretion deems necessary. The temporary easement shall commence on the date of the notice to proceed for the Jordan River Storm Culvert Reconstruction Project across the Real Estate (hereinafter referred to as the "PROJECT") and shall terminate three years thereafter or on the date of final completion of the PROJECT, whichever is earlier.

It is further understood and agreed that as an additional consideration for the granting of these Easements and Rights-of-Way, GRANTEE hereby promises and agrees that after any maintenance, repair, or replacement caused or conducted by GRANTEE, GRANTEE shall repair or cause to be repaired any and all damage done to the Real Estate and agrees to place the Real Estate in as good a condition as the same was immediately prior to the execution of the Easements and Rights-of-Way and immediately prior to any future maintenance, repair, or replacement. Other conditions of the Easements and Rights-of-Way are:

1. These Easements and Rights-of-Way are exclusive to the GRANTEE; any new utility installations by any entity other than GRANTEE are not permitted without prior written authorization by GRANTEE.
2. No permanent structures or alterations within the Easements will be permitted, including, but not limited to, trees, signs, structures, or fences unless prior written approval is granted by GRANTEE.
3. GRANTOR shall be permitted to use the surface of the Real Estate within the Permanent and Temporary Easement areas for paving, parking, and landscaping, or change the grade of the Real Estate if plans for such improvements or grading are approved by GRANTEE in writing prior to commencement of any construction.

GRANTOR states that it is the sole owner of the Real Estate.

IN WITNESS WHEREOF, the GRANTOR has set her hand and seal this 3rd day of August, 2020.

CITY OF BLOOMINGTON
BOARD of PUBLIC WORKS

Kyla Cox Deckard, President of the Board

STATE OF INDIANA) SS:
COUNTY OF MONROE)

Subscribed and sworn to before me this _____ day of _____, 2020.

Signature of Notary Public

Date Commission expires

Printed Name of Notary Public

County of Residence

Commission Number: _____

EXECUTED AND DELIVERED in my presence:

Witness: _____
April Rosenbarger

STATE OF INDIANA) SS:
COUNTY OF MONROE)

Before me, a notary public, in and for said County and State, personally appeared April Rosenbarger, being known to me to be the person whose name is subscribed as witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Kayla Cox Deckard in the presence of the above-named subscribing witness, and that the above-named subscribing witness is not a party to the transaction described in the foregoing instrument and will not receive any interest or proceeds from the property that is the subject of the transaction.

Subscribed and sworn to before me this _____ day of _____, 2020.

Signature of Notary Public

Date Commission expires

Printed Name of Notary Public

County of Residence

Commission Number: _____

This instrument prepared by: Christopher J. Wheeler, Assistant City Attorney, City of Bloomington, P.O. Box 100, Bloomington, IN 47402

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. /s/ Christopher J. Wheeler



MEMORANDUM

TO: City of Bloomington Board of Public Works

FROM: Kaisa Goodman, Special Projects Manager Economic & Sustainable Development

DATE: July 30, 2020

RE: Parking Pick-up/Drop-off (PUDO) Zones in the Downtown Corridor

Introduction:

COVID has unfolded differently than originally anticipated, and as a result the City must make adjustments to our initial plans, in order to best serve residents and local businesses. This proposal is one of a number that will serve to ensure small businesses will be able to generate economic activity in spite of the current and potential spikes in cases.

As part of our initial COVID response, COB offered two hours of free parking as a way to remove a barrier to visiting downtown and supporting local businesses. Parking will again be at a premium in August, with the return of IU students, and therefore COB is slated to begin monitoring parking as of August 1st. However, many downtown businesses, especially restaurants have a large amount of carryout and curbside delivery business. In order to remain competitive with drive-thrus and big box stores offering curbside pick-up, it is essential that parking spots be available for short-term parking.

ESD recommends that along with the return of monitored parking, COB allot 30 pick-up/drop-off (PUDO) zones, selected by COB, for 15-minute PUDO parking. Each PUDO zone is comprised of 1-2 parking spaces, for a total of 54 total parking spaces that would be 15-minute free parking. These PUDO zones would be spread across 28 blocks of the downtown corridor and represent 5.4% percent of the on-street metered parking spaces within the study area. For reference, the PUDO zones represent 3.5% of the total on-street metered parking spaces in Bloomington. The main goal of this proposal is to increase accessibility for both customers and small, locally-owned businesses, as reliable PUDO parking access is critical to economic recovery.

Background:

What other cities are doing to mitigate parking problems due to the increase in PUDO traffic:

- Los Angeles

- Free parking PUDO spaces for restaurants only (10 minute time limit)
 - Restaurants must apply and have their application approved
- Washington DC
 - Free parking PUDO zones (each is 3 spaces) for businesses
 - The City chose 20 zones across the city--most are in the middle of blocks
 - Additional free parking permits available; must be requested by Commissioners
 - Parking enforcement has commenced
- Seattle
 - Free parking PUDO zones (1 per block) for businesses (15 minute time limit)
 - Businesses can call or email to request a zone
 - They first did 3-minute zones for restaurants only--700 zones at 400+ restaurants
 - Parking meters, booting of vehicles, and towing have been suspended
- Ithaca, NY
 - Free parking PUDO hubs at 6 downtown locations
 - The City determined the locations
- Lawrence, KS
 - Temporary parking PUDO spots for businesses
 - Businesses must request spots (each business only gets 1)
- Ann Arbor, MI
 - Free parking PUDO zones for businesses
 - Parking enforcement has continued

Other information considered:

- Parking meter layout in the downtown corridor
- Spatial distribution of restaurant and retail businesses in the downtown corridor

Objectives:

- Help downtown businesses adapt to the new and safe PUDO mode of doing business
- Aid with economic recovery efforts in the downtown corridor
- Provide predictable curbside access for customers
- Ensure the availability of ADA-accessible PUDO spaces
- Promote the turnover of parking spaces downtown through the reinstatement of metered parking, leading to available parking when it is needed
- Help alleviate the strain of returning to paid parking downtown, by providing a free option for people who are just spending a few minutes downtown. This may help to mitigate negative reactions from residents and small businesses with regards to paid parking being reinstated.
- Make the process of implementing PUDO zones streamlined for both the COB and downtown businesses by proactively determining where there is a need for PUDO zones and not requiring businesses to submit requests for them

Overview of Plan:

PUDO zones will be denoted on commercial blocks in the downtown corridor. Blocks that have PUDO zones will have 1-2 adjacent spaces per block. The exact location of the zones will vary

based on the businesses on the block and the availability of parking spaces to use. These PUDO zones will be non-metered 15-minute parking spaces which are available for the patrons of any downtown business. Businesses doing curbside carryout may also elect to deliver the food to the customer who is parked in a PUDO zone.

Study Area:

The area within which the PUDO zones are found is:

- The area bounded by 3rd St., 6th St., Morton St., and Indiana Ave., *plus*
- The area bounded by 6th St., 7th St., Madison St., and N. Washington St., *plus*
- The area bounded by 7th St., 9th St., Morton St., and N. Walnut St.

Additional implementations:






























- PUDO zones will be implemented at the same time that regular monitoring and ticketing of metered parking resumes (August 1st)
- All ADA-accessible parking spaces downtown will have 15 minutes of free parking as well, so that ADA-accessible PUDO spaces are available (non-advertised)
- Note in any public communications about this new parking program that many of our peer cities (Ithaca, Lawrence, Ann Arbor) as well as much larger cities (Los Angeles, Washington D.C.) have implemented similar programs.

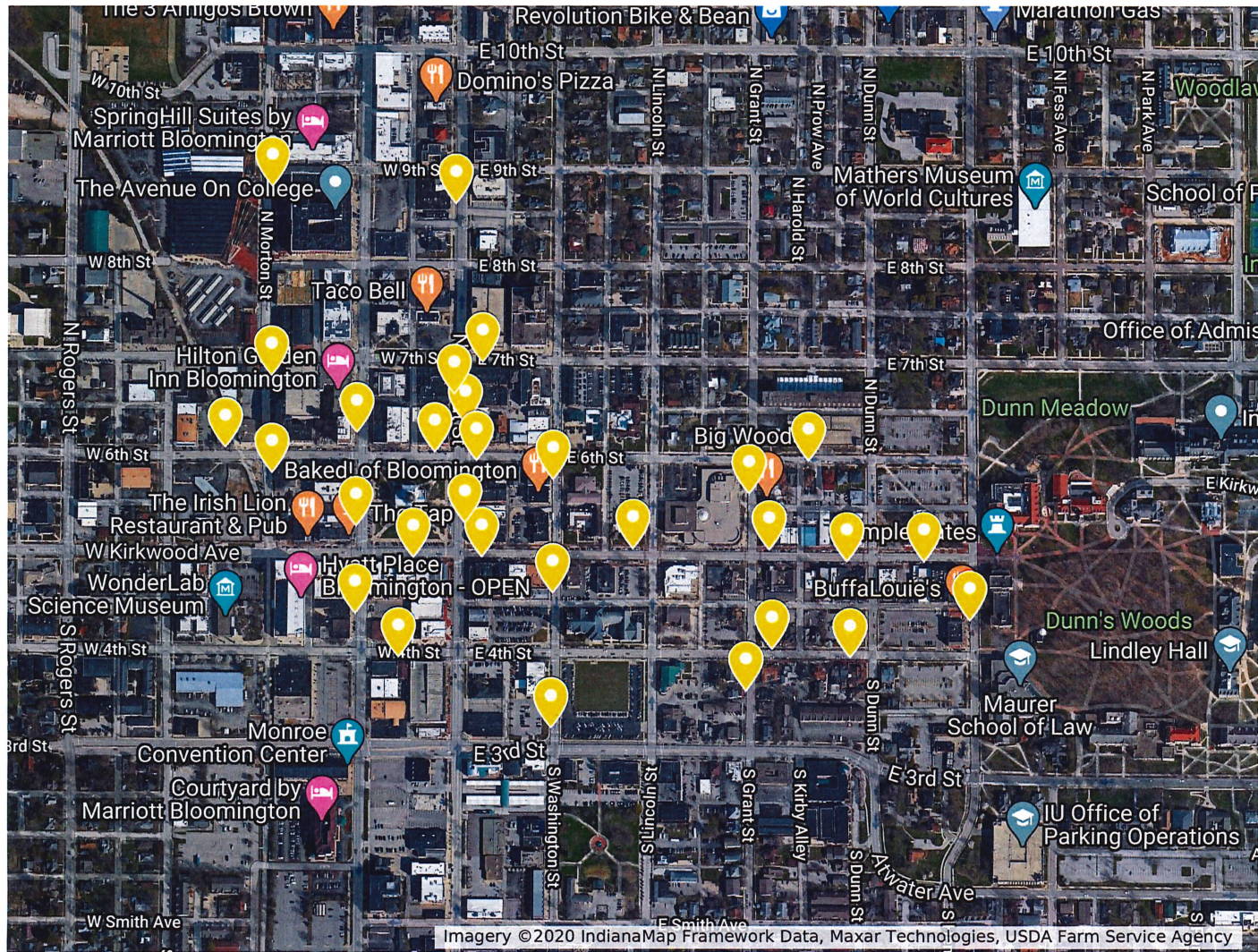
Other Considerations

- There is a pending proposal to convert parking spaces on the west side of the courthouse square (west side of S. College Ave.) into dine-in parklets. Any block in which parklets consume one third or more of the total parking spaces will have the PUDO zone in that block removed.
- The location and quantity of the zones can be adjusted over time, based on feedback from both business owners and patrons, to ensure that a good balance of paid versus PUDO parking is established.

Pick-up/drop-off Zones

pick-up/drop-off zones

-  Zone 1
-  Zone 2
-  Zone 3
-  Zone 4
-  Zone 5
-  Zone 6
-  Zone 7
-  Zone 8
-  Zone 9
-  Zone 10
-  Zone 11
-  Zone 12
-  Zone 13
-  Zone 14
-  Zone 15
-  Zone 16
-  Zone 17
-  Zone 18
-  Zone 19
-  Zone 20
-  Zone 21
-  Zone 22
-  Zone 23
-  Zone 24
-  Zone 25
-  Zone 26
-  Zone 27
-  Zone 28
-  Zone 29
- Zone 30





MEMORANDUM

TO: City of Bloomington Board of Public Works

FROM: Kaisa Goodman, Special Projects Manager Economic & Sustainable Development

DATE: July 30, 2020

RE: Parklets in the Downtown Corridor

Introduction:

COVID has unfolded differently than originally anticipated, and as a result the City must make adjustments to initial plans in order to best serve residents and local businesses. This proposal is one of a number, such as the PUDO zone implementation, which will serve to help small businesses generate economic activity in spite of the current and potential spikes in cases.

In order to meet the needs of customers, comply with local and state health guidelines, and stimulate the local economy, we must be creative with ways to expand outdoor seating options for downtown restaurants. While the intermittent closing of Kirkwood Ave. from Indiana Ave. to Grant St. is helpful, closing the street is not an option in many other parts of the downtown area. ESD recommends installing parklets in the downtown corridor, on a trial basis. Parklets would allow some downtown restaurants to expand their outdoor seating without closing any lanes of traffic, in a temporary and easily-adjustable manner.

Objectives:

- Objectives
- Stimulate the local economy
- Meet local and state health and safety guidelines relating to COVID-19
- Expand outdoor dining space for health and safety
- Help meet customer demand for restaurant space
- Increase aesthetic appeal of downtown

Overview of Plan:

Timeline:

- The first parklets (on N. College Ave.--see below) would be implemented on 8/5

- Additional parklets would be considered on a case-by-case basis and would require the restaurant to submit an application to ESD
- Like the PUDO zones and intermittent Kirkwood closures, the parklets would run through September 30 as a trial period
- In order to increase speed to market, the parklets would be implemented through a 180-day temporary order by the Department of Public Works

Locations:

- The west side of N. College Ave. between 5th and 6th (west side of the courthouse square)
 - The two north-most parking spaces on N. College between 5th and 6th (outside Social Cantina and SmokeWorks). Meter numbers:
 - COLN113-A
 - COLN113-B
 - The four south-most parking spaces on N. College between 5th and 6th (outside Orbit Room, The Inkwell, and The Tap). Meter numbers:
 - COLN101-A
 - COLN103-A
 - COLN103-B
 - COLN105-A
 - The five spaces between these two areas—one of which is the ADA spot for the block—would remain as regular metered parking spaces (outside of JL Waters and Goods for Cooks)
- As requested by downtown restaurants and approved by ESD and Public Works (see implementation section for details)

Implementation:

- Restaurants interested in having a parklet in parking spaces adjacent to their restaurant would submit an [application](#) online.
 - Submitted applications would go to Kaisa Goodman in ESD
 - Kaisa would share with other City employees in ESD, Public Works, BFD, BPD, or other departments deemed appropriate
- ESD and Planning would review parklet applications on a case-by-case basis, taking several factors into consideration, including:
 - Availability of parking in the area.
 - Parking needs vs. outdoor seating needs
 - Safety for patrons seated in the parklets
 - Feasibility of implementation
 - Other considerations deemed necessary by the City
- Approved parklets would be installed at the next implementation date.
 - Applications would need to be submitted by the Friday before the next implementation date to be considered for that date.
 - Implementation dates:
 - Wednesday, August 19
 - Wednesday, September 2
 - Wednesday, September 16

- Additional dates as needed, should the parklets continue past the end of September

Responsibilities:

- City of Bloomington
 - Initially sweeping the street in the parklet area, prior to implementation of the parklets
 - Providing the orange, water-filled barriers for between the parklet and the street
- Restaurants using the parklets
 - Determining if they can serve alcoholic beverages in the parklets and following all ATC guidelines and rules
 - Confirming and/or acquiring all necessary permits or licenses, including but not limited to business liability insurance that extends to the parklets
 - Ongoing cleaning of the parklet area
 - Providing furniture, decorations, and/or any other fixtures to be put in the parklet
 - Maintaining compliance with ADA guidelines, both in the parklets themselves and on the sidewalk between the restaurants and the parklets
 - If multiple restaurants are using the same dining space, coordinating between establishments (who is using the space at what times, clean up, etc.) is the restaurants' responsibility

Other Considerations

- Any block in which parklets take up more than one third of its total parking spaces will have any PUDO zones in that block removed.

Background:

Parklet Implementations in Other Cities:

- Lawrence, KS
 - COVID downtown planning response report
here: https://assets.lawrenceks.org/assets/agendas/cc/052220-downtown-lawrence_DLI-recommendation.pdf
 - “People need space...and businesses need people.”
 - Discussed parklets as COVID response in May
 - Switched parking in some downtown areas from angled to parallel and used the difference for parklets
 - Kept ADA parking spots the same
 - These parallel parking spaces are 15-min PUDZ
 - Moved the “sidewalk” area outside the parklet (building-clear path-parklet-walking zone-parallel parking)
 - All permitting fees have been waived
 - Considering special event use where entire street is repurposed

- Syracuse, NY
 - Released parklet plan on 7/15
 - <https://www.syracuse.com/restaurants/2020/07/whats-a-parklet-the-latest-idea-for-expanded-outdoor-dining-in-syracuse.html>
 - Local entrepreneur seems to be spearheading/using GoFundMe
 - City is helping with permits and guidelines
 - Permitting fee of \$75 plus \$200/month for each parking spot
 - Businesses that implemented parklets would have to pay the parking meter for the full day
 - There's a need for outdoor space in downtown areas, for safety reasons
- Green Bay, WI
 - City Council approved parklet plan on 6/29
 - More centralized, large parklet
 - Takes a line of parking spaces from a parking lot
 - Group space where patrons of all restaurants can sit and eat
- San Marcos, TX
 - Parklet plan approved in May
 - Up to 4 parklets per block (two on each side of the street)
 - Food sales allowed, but not alcohol
 - All permitting fees waived

Parklet Application for Outdoor Dining

Parklet Pilot Program in Downtown Bloomington

The City of Bloomington is implementing parklets in the downtown corridor on a trial basis through September 30, 2020. Any restaurant that wishes to convert parking spaces to outdoor dining must submit this Parklet Application for Outdoor Dining, for consideration by the City of Bloomington.

Parklet Example (Image shows a similar parklet in Cincinnati and is property of the "The Counter" website.)



[Next](#)

Never submit passwords through Google Forms.

This form was created inside of City of Bloomington, Indiana. [Report Abuse](#)

Google Forms



Parklet Application for Outdoor Dining

Implementation

Approval Process

City of Bloomington staff will review each parklet application on a case-by-case basis. Factors taken into consideration for approval are:

- Availability of parking in the area
- Parking needs vs. outdoor seating needs
- Safety for patrons seated in the parklets
- Feasibility of implementation
- Other considerations deemed necessary by the City of Bloomington

Timeline

For efficiency and feasibility of implementing multiple parklets across downtown Bloomington, new parklets will be implemented biweekly instead of on a rolling basis. The implementation dates are when the City of Bloomington will be setting up the barriers that go between the parklet and the street. In this application, we ask that you specify which implementation date is most convenient for your restaurant. Please note that applications must be submitted by the Friday prior to the next implementation date to be considered for that date.

Implementation dates for parklets are:

- Wednesday, August 19
- Wednesday, September 2
- Wednesday, September 16

(At this time, the parklet program is in a pilot phase through September 30th, 2020.)

[Back](#)

[Next](#)

Never submit passwords through Google Forms.

This form was created inside of City of Bloomington, Indiana. [Report Abuse](#)

Google Forms



Parklet Application for Outdoor Dining

Responsibilities Associated with the Parklet

The City of Bloomington will provide:

- Water-filled barriers between the parklet and the street
- Initial street sweeping of the area, prior to the implementation of the parklet

Applicant businesses are responsible for:

- Seating and any other amenities for your parklet area
- Ongoing cleaning of your parklet area
- All requirements necessary to legally serve food and/or alcoholic beverages in the parklet. This includes, but is not limited to: business insurance that extends to the parklet and ATC permission to serve alcohol in the parklet (if applicable). The City of Bloomington is not responsible for making sure that your business has acquired the necessary permits and/or licenses.
- Compliance with ADA guidelines, both in the parklets themselves and on the sidewalk between the restaurants and the parklets
- If multiple restaurants are using the same dining space, coordination between establishments (who is using the space at what times, clean up, etc.) is the restaurants' responsibility

[Back](#)

[Next](#)

Never submit passwords through Google Forms.

This form was created inside of City of Bloomington, Indiana. [Report Abuse](#)

Google Forms





Board of Public Works Staff Report

Project/Event: Award Contract for Construction of the South College Mall Road Repaving Project to E & B Paving, LLC

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: August 4th, 2020

Report: On Monday August 3rd, 2020, at a virtual meeting of the Board of Public Works, City Staff opened bid submittals for the South College Mall Road Repaving Project. This Project will include repaving South College Mall Road from East 3rd Street to East Moores Pike, replacing none compliant curb ramps and crosswalks, and installing bike lanes on College Mall Road from Moores Pike to Buick Cadillac Boulevard.

Funding for the project will be partially paid through a \$382,075.51 Community Crossing Grant. The remaining funds will be paid from City local funding.

Bids will be presented to the Board at the August 4th, 2020 meeting, along with a recommendation from Staff regarding award.

Recommendation and Supporting Justification: Staff recommendations are pending review of the bids.

Recommend Approval Denial by: *Roy Aten*

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

E & B Paving, LLC

FOR

South College Mall Road Repaving

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and E & B Paving, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for ***milling and resurfacing of asphalt pavement, replacement of curb ramps, and installation of pavement markings***. (more particularly described in Attachment A, "Scope of Work"); and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within seventy-five (75) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 **Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner

that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

| <u>Coverage</u> | <u>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. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of

employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such

as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

| | |
|---------------------|-------------------|
| City of Bloomington | E & B Paving, LLC |
|---------------------|-------------------|

| | |
|----------------------------|--------------------------------|
| Attn: Roy Aten | Attn: Todd Hoops, Area Manager |
| P.O. Box 100 Suite 130 | 2520 W Industrial Park Dr. |
| Bloomington, Indiana 47402 | Bloomington, IN 47404 |

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

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"

South College Mall Repaving Project

This project shall include, but is not limited to, milling and resurfacing of asphalt pavement, replacement of curb ramps, and installation of pavement markings.

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:)
COUNTY OF Monroe)

AFFIDAVIT

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

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

| | Trench Safety Measure | Units of Measure | Unit Cost | Unit Quantity | Extended Cost |
|----|-----------------------|------------------|-----------|---------------|---------------|
| A. | | | | | |
| B. | n/a | | | | |
| C. | | | | | |
| D. | | | | | |
| | | | | Total | \$ _____ |

Method of Compliance (Specify) n/a

Todd Hoops
Signature

Date: August 3, 2020

Todd Hoops
Printed Name



STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

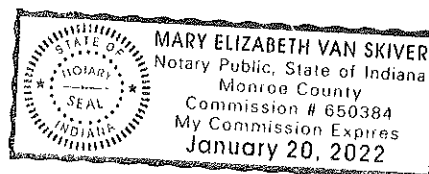
Before me, a Notary Public in and for said County and State, personally appeared Todd Hoops and acknowledged the execution of the foregoing this 3 day of August, 2020.

My Commission Expires: 1/20/22
Mary Elizabeth Van Skiver
Signature of Notary Public

County of Residence: Monroe Mary Elizabeth Van Skiver
Printed Name of Notary Public

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

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



ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

E-Verify AFFIDAVIT

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

- 1. The undersigned is the Area Manager of E & B Paving, LLC.
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: [Handwritten Signature]
Todd Hoops
Printed Name

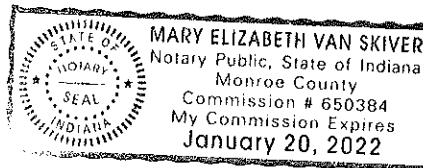


STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Todd Hoops and acknowledged the execution of the foregoing this 3 day of August, 2020.

[Handwritten Signature]
Notary Public's Signature
Mary Elizabeth Van Skiver
Printed Name of Notary Public

My Commission Expires: 01/20/22
County of Residence: Monroe



ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

) SS:

COUNTY OF Monroe)

AFFIDAVIT

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

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

Todd Hoops
Signature

Todd Hoops
Printed Name



STATE OF INDIANA)

) SS:

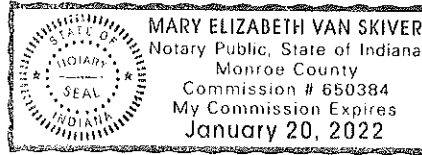
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Todd Hoops and acknowledged the execution of the foregoing this 3 day of August, 2020.

My Commission Expires: 1/20/22

Mary Elizabeth Van Skiver
Signature of Notary Public

County of Residence: Monroe Mary Elizabeth Van Skiver
Printed Name of Notary Public



ATTACHMENT 'E'



**City of Bloomington
Planning and Transportation Department**

Letting Date: August 3rd, 2020

Proposal Schedule of Items (Unit Prices)

Page 1 of 2

Project Title : COLLEGE MALL ROAD REPAVING PROJECT

| LINE | ITEM | DESCRIPTION | Approximate Quantity and Units | UNITS | UNIT PRICE | BID AMOUNT |
|------|----------------------|---|--------------------------------------|-------|-------------|--------------|
| 001 | 105-06845 | CONSTRUCTION ENGINEERING | 1 | LS | \$2,000.00 | \$2,000.00 |
| 002 | 109-08359 | LIQUIDATED DAMAGES | 1 | DOL | \$1.00 | \$1.00 |
| 003 | 110-01001 | MOBILIZATION AND DEMOBILIZATION | 1 | LS | \$15,000.00 | \$15,000.00 |
| 004 | 201-52370 | CLEARING RIGHT OF WAY | 1 | LS | \$8,148.96 | \$8,148.96 |
| 005 | 202-52710 | SIDEWALK, CONCRETE, REMOVE | 235 | SYS | \$39.00 | \$9,165.00 |
| 006 | 203-02000 | EXCAVATION, COMMON | 0 | CYS | \$0.00 | \$0.00 |
| 007 | 207-09935 | SUBGRADE TREATMENT, TYPE IC | 17 | SYS | \$60.00 | \$1,020.00 |
| 008 | 304-07491 | HMA PATCHING, TYPE C | 6 | TON | \$285.00 | \$1,710.00 |
| 009 | 306-08034 | MILLING, ASPHALT, 1 1/2 IN | 34735 | SYS | \$1.90 | \$65,996.50 |
| 010 | 401-07321 | HMA, 2, 64, SURFACE, 9.5 mm (TYPE B) | 2866 | TON | \$81.00 | \$232,146.00 |
| 011 | 401-10258 | JOINT ADHESIVE, SURFACE | 24051 | LFT | \$0.25 | \$6,012.75 |
| 012 | 402-07452 | HMA WEDGE AND LEVEL, TYPE C | 12 | TON | \$165.00 | \$1,980.00 |
| 013 | 406-05521 | ASPHALT FOR TACK COAT | 34735 | SYS | \$0.18 | \$6,252.30 |
| 014 | 604-06070 | SIDEWALK, CONCRETE | 102 | SYS | \$80.00 | \$8,160.00 |
| 015 | 604-07092 | BED COURSE MATERIAL | 15 | TON | \$50.00 | \$750.00 |
| 016 | 604-08086 | CURB RAMP, CONCRETE | 121 | SYS | \$225.00 | \$27,225.00 |
| 017 | 604-12083 | DETECTABLE WARNING SURFACES, CAST IRON | 27 | SYS | \$205.00 | \$5,535.00 |
| 018 | 605-01870 | CURB, CONCRETE, A | 56 | LFT | \$60.00 | \$3,360.00 |
| 019 | 605-06144 | CURB AND GUTTER, A, CONCRETE | 92 | LFT | \$60.00 | \$5,520.00 |
| 020 | 621-06560 | MULCHED SEEDING, U | 75 | SYS | \$17.00 | \$1,275.00 |
| 021 | 702-90915 | CONCRETE, CLASS A | 5 | CYS | \$500.00 | \$2,500.00 |
| 022 | 703-06029 | REINFORCING BARS, EPOXY COATED | 22 | LBS | \$10.00 | \$220.00 |
| 023 | 720-44000 | CASTING, ADJUST TO GRADE | 2 | EACH | \$950.00 | \$1,900.00 |
| 024 | 720-94840 | CASTING, WATER VALVE, ADJUST TO GRADE | 4 | EACH | \$150.00 | \$600.00 |
| 025 | 801-06775 | MAINTAINING TRAFFIC | 1 | LS | \$16,000.00 | \$16,000.00 |
| 026 | 801-11642 | PORTABLE CHANGEABLE MESSAGE SIGN | 2 | EACH | \$2,700.00 | \$5,400.00 |
| 027 | 802-05702 | SIGN POST, SQUARE, TYPE 2, REINFORCED ANCHOR BASE | 48 | LFT | \$20.00 | \$960.00 |
| 028 | 802-09840 | SIGN, SHEET, WITH LEGEND 0.100 IN | 15 | SFT | \$25.00 | \$375.00 |
| 029 | 805-78470 | SIGNAL CABLE, ROADWAY LOOP, COPPER 1C/14GA | 773 | LFT | \$2.00 | \$1,546.00 |

CONTINUED TO NEXT PAGE



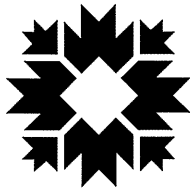
Project Title : COLLEGE MALL ROAD REPAVING PROJECT

| LINE | ITEM | DESCRIPTION | Approximate Quantity and Units | UNITS | UNIT PRICE | BID AMOUNT |
|------|-----------|--|--------------------------------------|-------|------------|-------------|
| 030 | 805-78795 | SAW CUT FOR ROADWAY LOOP AND SEALANT | 773 | LFT | \$7.00 | \$5,411.00 |
| 031 | 805-96309 | PEDESTRIAN PUSH BUTTON, RETROFIT | 8 | EACH | \$400.00 | \$3,200.00 |
| 032 | 808-03439 | TRANSVERSE MARKING THERMOPLASTIC CROSSWALK, WHITE 24" | 1582 | LFT | \$8.83 | \$13,969.06 |
| 033 | 808-03775 | PAVEMENT MESSAGE MARKING, THERMOPLASTIC, (BIKE) | 11 | EACH | \$341.00 | \$3,751.00 |
| 034 | 808-06701 | LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN | 8536 | LFT | \$1.26 | \$10,755.36 |
| 035 | 808-06703 | LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN. | 2654 | LFT | \$0.61 | \$1,618.94 |
| 036 | 808-75043 | LINE, THERMOPLASTIC, SOLID, WHITE, 6 IN | 5772 | LFT | \$0.95 | \$5,483.40 |
| 037 | 808-75240 | LINE, THERMOPLASTIC, BROKEN, YELLOW, 4 IN | 321 | LFT | \$1.28 | \$410.88 |
| 038 | 808-75245 | LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN | 5425 | LFT | \$0.66 | \$3,580.50 |
| 039 | 808-75260 | TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, WHITE, 12" | 138 | LFT | \$4.42 | \$609.96 |
| 040 | 808-75278 | TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12" | 242 | LFT | \$4.49 | \$1,086.58 |
| 041 | 808-75297 | TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN | 507 | LFT | \$8.83 | \$4,476.81 |
| 042 | 808-75320 | PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW | 49 | EACH | \$178.00 | \$8,722.00 |
| 043 | 808-96075 | LINE, THERMOPLASTIC, BROKEN, WHITE, 6 IN | 225 | LFT | \$4.96 | \$1,116.00 |

| | |
|-------------------|---------------------|
| TOTAL BID: | \$494,950.00 |
|-------------------|---------------------|

Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item:
Date:

Administrator
Review\Approval

TO: Board of Public Works
FROM: Paula McDevitt, Administrator
Parks and Recreation
DATE: Tuesday, August 4, 2020
SUBJECT: LOWER CASCADES PILOT ROAD CONVERSION PROJECT

BACKGROUND

On March 3, 2020, Bloomington Board of Public Works approved the proposed Lower Cascades Pilot Road Conversion Project. The pilot project converted Old State Road 37 North through Lower Cascades Park from a two-lane road to a bicycle and pedestrian only trail. The pilot program started March 13, 2020 through September 30, 2020. During the trial period of the road conversion, park users are encouraged to visit the park and provide feedback about how the road conversion impacted their visits. The pilot project has been active for 20 weeks.

One of seven public amenity improvements being funded by Bicentennial Bonds issued in 2018, the pilot trail project is intended to expand and integrate with Bloomington's network of walk and biking trails; provide a safe, accessible destination for recreation and exercise; and to offer bicycle commuters additional options for safer routes. Converting the street space to a trail supports several adopted community goals in the Comprehensive Plan and in the Parks Master Plan. Multiple City departments are represented on the project team including Parks and Recreation, Planning and Transportation, Office of the Mayor, and Public Works

COMMUNITY FEEDBACK

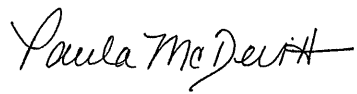
As part of the pilot program, the City is collecting feedback from park users via online survey. The cumulative sentiment collected from 283 respondents from March 1 2020 to July 28, 2020 indicates 33% mostly or completely *do not* want the road to remain closed; 63% mostly or completely *do* want the road to remain closed; and 4% are neutral about the prospect of the road remaining closed. Results from the survey from 3/1/2020 - 7/27/2020 are included in Appendix A of this packet.

Having coincided with the COVID-19 pandemic, the pilot road conversion has provided benefits

during this period as an outdoor destination that allows for ample physical distancing. The pandemic has shed an even brighter light on the essential role of local parks and recreation. Locally, Bloomington parks are experiencing an increase in usage in pedestrian and bicycle traffic throughout the park system. Having an additional vehicle-free zone for people to recreate has been beneficial during this time. At the same time, the pilot has not been subjected to the normal pressures it would have been were the full population in place. Due to the reduced population and massive changes in the lifestyles and behavior of those residents who have remained in Bloomington during this period the City has not been able to capture an accurate snapshot of how the road closure affects several user groups and events.

Therefore, at the September 1, 2020 Board of Public Works, the Bloomington Parks and Recreation Department will be requesting approval to extend the Lower Cascades Pilot Road Conversion Project timeline through June 30, 2021. The request will not propose any changes to the physical length or parameters of the closure.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Paula McDevitt". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

APPENDIX A

The Pilot Road Closure & Goals

One of seven public amenity improvements being funded by Bicentennial Bonds issued in 2018, the pilot trail project is intended to expand and integrate with Bloomington's network of walk and biking trails; provide a safe, accessible destination for recreation and exercise; and to offer bicycle commuters additional options for safer routes.

The pilot project includes the following goals:

- Provide a much-needed bicycle and pedestrian connection from Miller-Showers Park on the city's north side along Gourley Pike to the Ferguson Dog Park, Griffy Lake trails, and Cascades Park Trail.
- Reintegrate the park's divided space and reinforce its identity as a destination.
- Remove motorized vehicles from the road to establish a safer environment for cyclists, hikers, runners, playground users, and other park visitors.

Converting the street space to a trail supports several adopted community goals in the Comprehensive Plan and in the Parks Master Plan. Continuing the pilot allows more time to evaluate the changes. By expanding trails, bicycle facilities, walking, and safe areas for recreating for all ages, the project can support the following adopted goals from the Comprehensive Plan:

- Goal 1.1 Inclusivity: Prioritize programs and strategies that support inclusive recreational and cultural activities.
- Goal 1.2 Health & Safety: Support programs and strategies that sustain and enhance the health and safety of residents and visitors.
- Goal 1.4 Parks and Civic Spaces: Maintenance, Improvement, Expansion: Enhance the everyday importance and plan for the future of City parks, trails, and community centers/spaces, libraries, and civic buildings by investing in their maintenance, improvement, and expansion.
- Goal 6.1 Increase Sustainability: Improve the sustainability of the transportation system.
- Goal 6.3 Improve the Bicycle and Pedestrian Network: Maintain, improve, and expand an accessible, safe, and efficient network for pedestrians, and attain platinum status as a Bicycle Friendly Community, as rated by the League of American Bicyclists.
- Goal 6.4 Prioritize Non-Automotive Modes: Continue to integrate all modes into the transportation network and to prioritize bicycle, pedestrian, public transit, and other non-automotive modes to make our network equally accessible, safe, and efficient for all users.

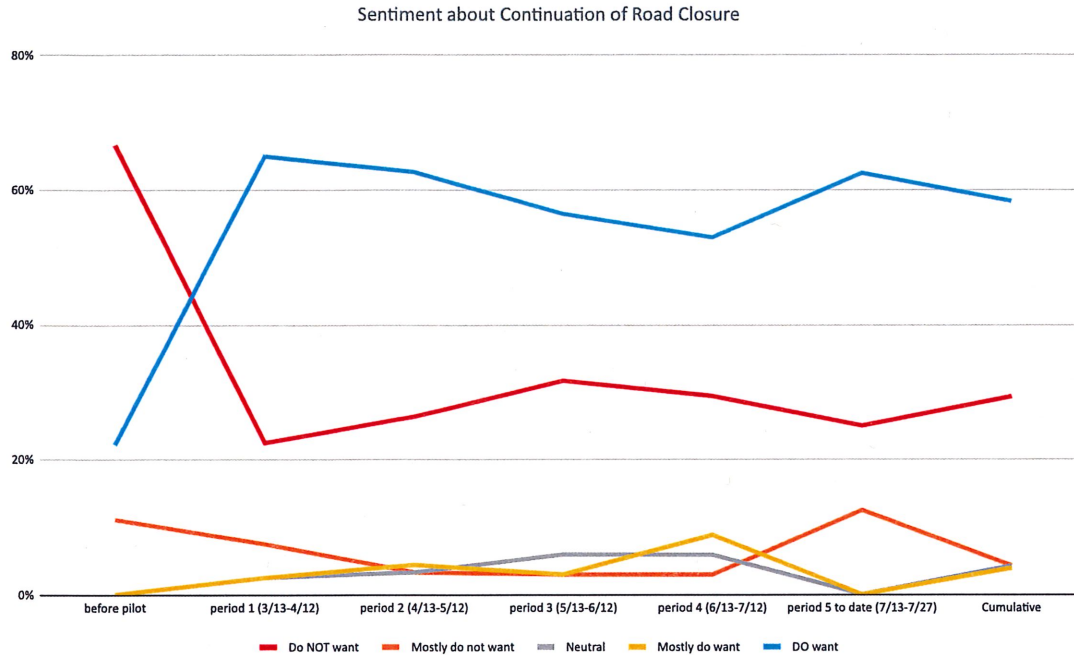
Survey Results

The online survey was announced on March 1, 2020 prior to the pilot being launched on March 13, 2020. The sentiment about the possibility of a complete road closure before the pilot launched was overwhelmingly *negative* with ~ 78% of those commenting saying they mostly or completely did *not* want the road to be closed (total number of respondents before the pilot was only 9).

Residents were invited to take the survey after having had the experience of the road being closed. In the first month after the launch of the pilot, sentiment flipped to be overwhelmingly *positive* with only 31% saying they mostly or completely did not want the road to be closed (total number of respondents in the first month was 40).

The cumulative sentiment collected from 283 respondents from March 1 2020 to July 28, 2020

indicates that 33% mostly or completely do *not* want the road to remain closed; 63% mostly or completely *do* want the road to remain closed; and 4% are neutral about the prospect of the road remaining closed. See the chart below for sentiment over time.



Those opposed to the complete closure of the road cite potential safety concerns due to lack of patrolling, frustration that the road cannot be enjoyed by car (especially in colder months), concern that closing the road permanently will put undue stress on other surrounding streets, and a concern that our elderly residents and those with accessibility challenges will not be able to use the park as easily. Many negative comments were associated with the belief that the road closure was implemented to appease bicyclists at the expense of everyone else who enjoys the park.

Those in favor of complete closure of the road cite increased safety for children, pedestrians, joggers/runners, and bicyclists as a result of not having to compete with cars; a surprising return of wildlife; gratitude for space to maintain social distance at this time; and a place of quiet without traffic.

Many offered suggestions for improvement to address concerns related to safety, accessibility, cleanliness and maintenance of the roadway, and ample parking. Of the 37 comments offering improvement suggestions, 14 of them mentioned the option of a protected bicycle/multi-use path with one lane of traffic instead of closing the road altogether.

Media

Drone footage was collected in May 2020 and can be accessed here -

https://www.youtube.com/watch?v=_7HtlqpRfbl

For access to project details, map, and survey -

<https://bloomington.in.gov/parks/lower-cascades-road>



**City of Bloomington
Public Works Department**

Placeholder for Other Business: Request from Core
Planning Strategies to Discuss September Closure of 10th
Street for Placement of Crane

Will be available by the
8/3/2020 Virtual BPW Session



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| Vendor | Invoice Description | Contract # | Payment Date | Invoice Amount |
|---|--|------------|----------------------------|----------------|
| Fund 101 - General Fund (S0101) | | | | |
| Department 01 - Animal Shelter | | | | |
| Program 010000 - Main | | | | |
| Account 52210 - Institutional Supplies | | | | |
| 4574 - John Deere Financial (Rural King) | 01-litter-4 40 lb bags-laundry detergent-6/13/20 | | 07/22/2020 | 52.94 |
| 4574 - John Deere Financial (Rural King) | 01-litter-50 40lb bags pellet bedding-6/18/20 | | 07/22/2020 | 299.50 |
| 313 - Fastenal Company | 01-roll paper towels-7/16/20 | | 08/07/2020 | 125.80 |
| 4586 - Hill's Pet Nutrition Sales, INC | 01-canine/puppy/kitten food-7/17/20 | | 08/07/2020 | 403.22 |
| 4633 - Midwest Veterinary Supply, INC | 01-ziplock bags-7/13/20 | | 08/07/2020 | 6.80 |
| 4633 - Midwest Veterinary Supply, INC | 01-food bowls, vinyl exam gloves, hay-7/13/20 | | 08/07/2020 | 410.94 |
| 4633 - Midwest Veterinary Supply, INC | 01-antibiotics, syringes, pain meds-7/13/20 | | 08/07/2020 | 597.69 |
| 4137 - Patterson Veterinary Supply, INC | 01-sharps containers-7/3/20 | | 08/07/2020 | 23.10 |
| 4666 - Zoetis, INC | 01-FeLV testing supplies | | 08/07/2020 | 460.50 |
| 4666 - Zoetis, INC | 01-feline vaccines- | | 08/07/2020 | 546.00 |
| Account 52210 - Institutional Supplies Totals | | | Invoice 10 Transactions | \$2,926.49 |
| Account 52310 - Building Materials and Supplies | | | | |
| 53005 - Menards, INC | 01-5 gallon gas can | | 08/07/2020 | 22.99 |
| Account 52310 - Building Materials and Supplies Totals | | | Invoice 1 Transactions | \$22.99 |
| Account 52340 - Other Repairs and Maintenance | | | | |
| 4574 - John Deere Financial (Rural King) | 01-laundry detergent-7/1/20 | | 07/22/2020 | 16.98 |
| Account 52340 - Other Repairs and Maintenance Totals | | | Invoice 1 Transactions | \$16.98 |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

Account 53130 - Medical

| | | | |
|--|--|---------------------------|------------|
| 3376 - Bloomington Pets Alive, INC | 01-spay/neuter surgeries-6/25-7/9/20 | 08/07/2020 | 4,318.00 |
| 54639 - Shake Veterinary Services, INC (Town & Country Vet | 01-spay/neuter surgeries-7/21/20 | 08/07/2020 | 300.00 |
| 54639 - Shake Veterinary Services, INC (Town & Country Vet | 01-spay/neuter & other surgeries-7/14/20 | 08/07/2020 | 447.46 |
| Account 53130 - Medical Totals | | Invoice 3 Transactions | \$5,065.46 |

Account 53210 - Telephone

| | | | |
|---|--|---------------------------|----------|
| 13969 - AT&T Mobility II, LLC | 06-Inv #287289748780X07192020-Cell phone chgs-6/12-7/11/20 | 07/27/2020 | 218.85 |
| Account 53210 - Telephone Totals | | Invoice 1 Transactions | \$218.85 |

Account 53220 - Postage

| | | | |
|---------------------------------------|--|---------------------------|---------|
| 205 - City Of Bloomington | 01-PC Reimb-Clear Creek PO-samps for adoption follow-ups | 08/07/2020 | 35.00 |
| 7386 - Mark Rice | 01-shipping for mural | 08/07/2020 | 29.35 |
| Account 53220 - Postage Totals | | Invoice 2 Transactions | \$64.35 |

Account 53510 - Electrical Services

| | | | |
|---|--|---------------------------|------------|
| 223 - Duke Energy | 19-CH/off site facilities-electric summary bill-6/8-7/8/20 | BC 2010-23 07/27/2020 | 1,768.42 |
| Account 53510 - Electrical Services Totals | | Invoice 1 Transactions | \$1,768.42 |

Account 53610 - Building Repairs

| | | | |
|--|--|---------------------------|----------|
| 912 - Central Security Systems, INC | 19-Additions to Alarm System installed in 2011 | 08/07/2020 | 264.00 |
| Account 53610 - Building Repairs Totals | | Invoice 1 Transactions | \$264.00 |

Account 53990 - Other Services and Charges

| | | | |
|--|-------------------------------|---------------------------|--------|
| 4045 - Datamars, INC | 01-microchip registration (1) | 08/07/2020 | 9.99 |
| Account 53990 - Other Services and Charges Totals | | Invoice 1 Transactions | \$9.99 |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | | |
|---|--|--|----------------------------|-------------|
| | | Program 010000 - Main Totals | Invoice 21 Transactions | \$10,357.53 |
| Program 010001 - Donations Over \$5K | | | | |
| Account 53130 - Medical | | | | |
| 6529 - BloomingPaws, LLC | 01-emergency surgery, euthanasia-6/24/20 | | 08/07/2020 | 551.38 |
| | | Account 53130 - Medical Totals | Invoice 1 Transactions | \$551.38 |
| Account 54510 - Other Capital Outlays | | | | |
| 818 - Everywhere Signs, LLC | 01-Adoption Trailer Wrap | | 08/07/2020 | 5,154.00 |
| | | Account 54510 - Other Capital Outlays Totals | Invoice 1 Transactions | \$5,154.00 |
| | | Program 010001 - Donations Over \$5K Totals | Invoice 2 Transactions | \$5,705.38 |
| | | Department 01 - Animal Shelter Totals | Invoice 23 Transactions | \$16,062.91 |
| Department 02 - Public Works | | | | |
| Program 020000 - Main | | | | |
| Account 52330 - Street , Alley, and Sewer Material | | | | |
| 19278 - Milestone Contractors, LP | 20-surface-Meadowbrook/patching-375.18 tons-7/1/20 | BC 2020-13 | 08/07/2020 | 12,261.46 |
| 19278 - Milestone Contractors, LP | 20-surface-Grimes Lane-533.62 tons-7/14-7/16/20 | BC 2020-13 | 08/07/2020 | 25,347.01 |
| | | Account 52330 - Street , Alley, and Sewer Material Totals | Invoice 2 Transactions | \$37,608.47 |
| Account 53210 - Telephone | | | | |
| 1079 - AT&T | 02-Radio circuits-phone charges 5/29-6/28/20 | | 07/22/2020 | 180.64 |
| 13969 - AT&T Mobility II, LLC | 06-Inv #287289748780X07192020-Cell phone chgs-6/12-7/11/20 | | 07/27/2020 | 41.71 |
| | | Account 53210 - Telephone Totals | Invoice 2 Transactions | \$222.35 |
| Account 53320 - Advertising | | | | |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)

| | | |
|--|--------------|---------------|
| 02-Public Notices for PW Surplus property & Walnut Garage Repair | 08/07/2020 | 170.27 |
| Account 53320 - Advertising Totals | Invoice 1 | <u>170.27</u> |
| | Transactions | |

Account 53910 - Dues and Subscriptions

4498 - American Public Works Association

| | | |
|--|--------------|-----------------|
| 02- Annual Membership for PW Staff | 08/07/2020 | 1,750.00 |
| Account 53910 - Dues and Subscriptions Totals | Invoice 1 | <u>1,750.00</u> |
| | Transactions | |

Account 53940 - Temporary Contractual Employee

203 - INDIANA UNIVERSITY

| | | |
|--|--------------|------------------|
| 02-SPEA Work Study for Alexie Schwarz | 08/07/2020 | 549.77 |
| Account 53940 - Temporary Contractual Employee Totals | Invoice 1 | <u>549.77</u> |
| | Transactions | |
| Program 020000 - Main Totals | Invoice 7 | <u>40,300.86</u> |
| | Transactions | |
| Department 02 - Public Works Totals | Invoice 7 | <u>40,300.86</u> |
| | Transactions | |

Department 03 - City Clerk

Program 030000 - Main

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC

| | | |
|---|--------------|--------------|
| 03-Inv. #287293528499X07192020-cell phone chgs 6/12-7/11/20 | 07/27/2020 | 41.71 |
| Account 53210 - Telephone Totals | Invoice 1 | <u>41.71</u> |
| | Transactions | |
| Program 030000 - Main Totals | Invoice 1 | <u>41.71</u> |
| | Transactions | |
| Department 03 - City Clerk Totals | Invoice 1 | <u>41.71</u> |
| | Transactions | |

Department 04 - Economic & Sustainable Dev

Program 040000 - Main

Account 53170 - Mgt. Fee, Consultants, and Workshops

6156 - Joanna Maria Woronkovicz

| | | |
|----------------------------------|------------|----------|
| 04 Artist Space Needs Assessment | 08/07/2020 | 5,000.00 |
|----------------------------------|------------|----------|



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | | |
|---|---|--|----------------------------|-------------|
| | | Account 53170 - Mgt. Fee, Consultants, and Workshops Totals | Invoice 1 Transactions | \$5,000.00 |
| Account 53940 - Temporary Contractual Employee | | | | |
| 203 - INDIANA UNIVERSITY | 04 - IU Work Study Charges | | 08/07/2020 | 1,205.60 |
| | | Account 53940 - Temporary Contractual Employee Totals | Invoice 1 Transactions | \$1,205.60 |
| Account 53960 - Grants | | | | |
| 7416 - Amaris Bowden | 04 - 2020 Paper Pavilion Exhibition Grant Award | | 08/07/2020 | 500.00 |
| 7431 - Esteban Garcia Bravo | 04 - 2020 Paper Pavilion Exhibition Grant Award | | 08/07/2020 | 500.00 |
| 7420 - Rachel Kavathe(Loci Creative, LLC) | 04 - 2020 Paper Pavilion Exhibition Grant Award | | 08/07/2020 | 500.00 |
| 7415 - Claire Krueger | 04 - 2020 Paper Pavilion Exhibition Grant Award | | 08/07/2020 | 500.00 |
| 7417 - Madison Leigh Miller | 04 - 2020 Paper Pavilion Exhibition Grant Award | | 08/07/2020 | 500.00 |
| 7429 - Armando Minjarez-Monarrez | 04 - 2020 Paper Pavilion Exhibition Grant Award | | 08/07/2020 | 500.00 |
| 234 - Monroe County Community School Corporation | 04 - 2020 BAC Grant Award - MCCSC (Theatre South) | | 08/07/2020 | 750.00 |
| 7418 - Joann Quinones | 04 - 2020 Paper Pavilion Exhibition Grant Award | | 08/07/2020 | 500.00 |
| 7438 - Apartments Apartments SLJ Studio LLC | 04 - 2020 Paper Pavilion Exhibition Grant Award | | 08/07/2020 | 500.00 |
| 6897 - Andrea Christine Stanislav | 04 - 2020 Paper Pavilion Exhibition Grant Award | | 08/07/2020 | 500.00 |
| | | Account 53960 - Grants Totals | Invoice 10 Transactions | \$5,250.00 |
| | | Program 040000 - Main Totals | Invoice 12 Transactions | \$11,455.60 |
| | | Department 04 - Economic & Sustainable Dev Totals | Invoice 12 Transactions | \$11,455.60 |
| Department 05 - Common Council | | | | |
| Program 050000 - Main | | | | |
| Account 52110 - Office Supplies | | | | |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

6530 - Office Depot, INC

05 - File Storage Boxes 08/07/2020 19.81

6530 - Office Depot, INC

05 - File Folders, Letter & Legal 08/07/2020 31.88

5819 - Synchrony Bank

05 - 25' Cable from Amazon 08/07/2020 16.82

Account **52110 - Office Supplies** Totals Invoice 3 \$68.51

Transactions

Program **050000 - Main** Totals Invoice 3 \$68.51

Transactions

Department **05 - Common Council** Totals Invoice 3 \$68.51

Transactions

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52420 - Other Supplies**

9523 - Freedom Business Solutions, LLC

06-Toner Replacement for controllers office 08/07/2020 135.00

371 - Pitney Bowes, INC

06-Red Ink cartridges for mail machine 08/07/2020 226.08

Account **52420 - Other Supplies** Totals Invoice 2 \$361.08

Transactions

Account **53910 - Dues and Subscriptions**

203 - INDIANA UNIVERSITY

06-Work Study fees for Russell Gifford - Controller 08/07/2020 497.66

Office

Account **53910 - Dues and Subscriptions** Totals Invoice 1 \$497.66

Transactions

Program **060000 - Main** Totals Invoice 3 \$858.74

Transactions

Department **06 - Controller's Office** Totals Invoice 3 \$858.74

Transactions

Department **09 - CFRD**

Program **090000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

09-Inv. #287293439072X07192020-cell phone chgs 07/27/2020 41.71

6/12-7/11/20



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | | |
|---|--|--|--------------|------------|
| | | Account 53210 - Telephone Totals | Invoice 1 | \$41.71 |
| | | | Transactions | |
| Account 53940 - Temporary Contractual Employee | | | | |
| 203 - INDIANA UNIVERSITY | | 09-Work Study - Sam Miller - 7/10/20 | 08/07/2020 | 677.29 |
| | | Account 53940 - Temporary Contractual Employee Totals | Invoice 1 | \$677.29 |
| | | | Transactions | |
| | | Program 090000 - Main Totals | Invoice 2 | \$719.00 |
| | | | Transactions | |
| | | Department 09 - CFRD Totals | Invoice 2 | \$719.00 |
| | | | Transactions | |
| Department 10 - Legal | | | | |
| Program 100000 - Main | | | | |
| Account 52110 - Office Supplies | | | | |
| 9523 - Freedom Business Solutions, LLC | | 10-HP P2035n/P2055n toner | 08/07/2020 | 59.95 |
| | | Account 52110 - Office Supplies Totals | Invoice 1 | \$59.95 |
| | | | Transactions | |
| Account 53120 - Special Legal Services | | | | |
| 50587 - Barnes & Thornburg LLP | | 10-legal services-June 2020 | 08/07/2020 | 1,779.31 |
| 50587 - Barnes & Thornburg LLP | | 10-legal services-conf call 6/9/2020 | 08/07/2020 | 532.00 |
| | | Account 53120 - Special Legal Services Totals | Invoice 2 | \$2,311.31 |
| | | | Transactions | |
| | | Program 100000 - Main Totals | Invoice 3 | \$2,371.26 |
| | | | Transactions | |
| Program 101000 - Human Rights | | | | |
| Account 53160 - Instruction | | | | |
| 5020 - Fair Housing Center of Central Indiana, INC | | 10-FHCC! 2020 Fair Housing Conf-McKinney | 08/07/2020 | 55.00 |
| | | Account 53160 - Instruction Totals | Invoice 1 | \$55.00 |
| | | | Transactions | |
| | | Program 101000 - Human Rights Totals | Invoice 1 | \$55.00 |
| | | | Transactions | |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

| | | | |
|--|--|---------------------------|------------|
| | Department 10 - Legal Totals | Invoice 4 Transactions | \$2,426.26 |
| | | | |
| | 06-Inv. #287287430216X07192020-cell phone chgs 6/12-7/11/20 | 07/27/2020 | 114.37 |
| | Account 53210 - Telephone Totals | Invoice 1 Transactions | \$114.37 |
| | Program 110000 - Main Totals | Invoice 1 Transactions | \$114.37 |
| | Department 11 - Mayor's Office Totals | Invoice 1 Transactions | \$114.37 |

Department **12 - Human Resources**

Program **120000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

| | | | |
|--|---|---------------------------|---------|
| | 06-Inv #287297421132X07192020-cell phone chgs 6/12-7/11/20 | 07/27/2020 | 23.67 |
| | Account 53210 - Telephone Totals | Invoice 1 Transactions | \$23.67 |

Account **53940 - Temporary Contractual Employee**

203 - INDIANA UNIVERSITY

| | | | |
|--|--|---------------------------|----------|
| | 12 SPEA Students Brader & Spaugh Inv 87588481 (\$792.56) | 08/07/2020 | 792.56 |
| | Account 53940 - Temporary Contractual Employee Totals | Invoice 1 Transactions | \$792.56 |
| | Program 120000 - Main Totals | Invoice 2 Transactions | \$816.23 |
| | Department 12 - Human Resources Totals | Invoice 2 Transactions | \$816.23 |

Department **13 - Planning**

Program **130000 - Main**

Account **52110 - Office Supplies**



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

6530 - Office Depot, INC

| | | |
|---|--------------|----------------|
| 13 - Orange computer paper | 08/07/2020 | 20.39 |
| Account 52110 - Office Supplies Totals | | Invoice 1 |
| | Transactions | <u>\$20.39</u> |

Account 52420 - Other Supplies

53442 - Paragon Micro, INC

| | | |
|--|------------|-------|
| 13-Cell phone case (Otterbox)_for Transp. & Traffic Engineer | 08/07/2020 | 29.99 |
|--|------------|-------|

53442 - Paragon Micro, INC

| | | |
|--|------------|--------|
| 13-(2) Dell P2217 LED monitors - 22", Black (Paul & Mallory) | 08/07/2020 | 279.00 |
|--|------------|--------|

6792 - VARI Sales Corporation

| | | |
|---|------------|--------|
| 13-(2) Varidesk_for Emily Venesky & vacant position | 08/07/2020 | 711.00 |
|---|------------|--------|

| | | |
|--|--------------|-------------------|
| Account 52420 - Other Supplies Totals | Invoice 3 | <u>\$1,019.99</u> |
| | Transactions | |

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC

| | | |
|--|------------|--------|
| 06-Inv #287297421132X07192020-cell phone chgs 6/12-7/11/20 | 07/27/2020 | 346.78 |
|--|------------|--------|

| | | |
|---|--------------|-----------------|
| Account 53210 - Telephone Totals | Invoice 1 | <u>\$346.78</u> |
| | Transactions | |

Account 53910 - Dues and Subscriptions

4442 - American Planning Association

| | | |
|--|------------|--------|
| 13 - APA Membership Dues (Amir)_10-1-2020--9-30-2021 | 08/07/2020 | 255.00 |
|--|------------|--------|

| | | |
|--|--------------|-----------------|
| Account 53910 - Dues and Subscriptions Totals | Invoice 1 | <u>\$255.00</u> |
| | Transactions | |

Account 53940 - Temporary Contractual Employee

203 - INDIANA UNIVERSITY

| | | |
|--|------------|----------|
| 13 - Work study charges_SPEA students Corcoran & Rivera-Nasser | 08/07/2020 | 1,323.95 |
|--|------------|----------|

| | | |
|--|--------------|-------------------|
| Account 53940 - Temporary Contractual Employee Totals | Invoice 1 | <u>\$1,323.95</u> |
| | Transactions | |

Account 53990 - Other Services and Charges

7396 - Info Tech, INC

| | | |
|------------------------------------|------------|----------|
| 13-(3) Appia License-7/1/20-7/1/21 | 08/07/2020 | 6,000.00 |
|------------------------------------|------------|----------|

5409 - VS Engineering, INC

| | | |
|--|------------------------|----------|
| 13-Sare Road Trail-services thru 5/31/20 | BC 2019-142 08/07/2020 | 6,515.85 |
|--|------------------------|----------|

| | | |
|--|--------------|--------------------|
| Account 53990 - Other Services and Charges Totals | Invoice 2 | <u>\$12,515.85</u> |
| | Transactions | |

| | | |
|-------------------------------------|--------------|--------------------|
| Program 130000 - Main Totals | Invoice 9 | <u>\$15,481.96</u> |
| | Transactions | |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

Program 132000 - MPO

Account 53990 - Other Services and Charges

| | | | |
|-----------------------------|--|--------------|--------------------|
| 50910 - Caliper Corporation | 13-Support TransCAD Standard_ 1 YEAR_8-31-20--8-31-21 | 08/07/2020 | 1,500.00 |
| | Account 53990 - Other Services and Charges Totals | Invoice 1 | <u>\$1,500.00</u> |
| | | Transactions | |
| | Program 132000 - MPO Totals | Invoice 1 | <u>\$1,500.00</u> |
| | | Transactions | |
| | Department 13 - Planning Totals | Invoice 10 | <u>\$16,981.96</u> |
| | | Transactions | |

Department 19 - Facilities Maintenance

Program 190000 - Main

Account 52310 - Building Materials and Supplies

| | | | |
|--|--|--------------|-----------------|
| 409 - Black Lumber Co. INC | 19-142" trimmer line for Repairs and Preventative | 08/07/2020 | 7.99 |
| 413 - Bloomington Paint & Wallpaper Co | 19- 5 Gal Bucket Paint Grid& Paint Mixer for Brighten Btown | 08/07/2020 | 9.57 |
| 177 - Indiana Oxygen Company, INC | 19-cylinder rental, torch supplies, other | 08/07/2020 | 35.34 |
| 394 - Kleindorfer Hardware & Variety | 19-2 spring clamps & Fire Extingisher for Facilities Maintenance | 08/07/2020 | 77.94 |
| 394 - Kleindorfer Hardware & Variety | 19-(5) 50ft extension cords for Facilities Maintenance | 08/07/2020 | 110.97 |
| 53005 - Menards, INC | 19-Batteries, spring clamps, 4 ea-1/2" matal cuttings 1/16 .040 | 08/07/2020 | 75.79 |
| 53005 - Menards, INC | 19-Dust pan/brush set & large angle broom for facilities | 08/07/2020 | 27.97 |
| | Account 52310 - Building Materials and Supplies Totals | Invoice 7 | <u>\$345.57</u> |
| | | Transactions | |

Account 52420 - Other Supplies

| | | | |
|-------------------------------------|--|--------------|-----------------|
| 651 - Engraving & Stamp Center, INC | 19- Name tags for City Hall offices | 08/07/2020 | 119.19 |
| | Account 52420 - Other Supplies Totals | Invoice 1 | <u>\$119.19</u> |
| | | Transactions | |

Account 53140 - Exterminator Services



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | | |
|---|--|-------------|--------------|-------------------|
| 51538 - Economy Termite & Pest Control, INC | 19-SA Monthly Pest Control @ City Hall Council Office | BC 2019-109 | 08/07/2020 | 75.00 |
| | Account 53140 - Exterminator Services Totals | | Invoice 1 | <u>\$75.00</u> |
| | | | Transactions | |
| Account 53170 - Mgt. Fee, Consultants, and Workshops | | | | |
| 2369 - BFW Crane, INC | 19-Contract for Eng. Services for Masonry Repairs at City Hall | BC 2019-135 | 08/07/2020 | 3,328.00 |
| | Account 53170 - Mgt. Fee, Consultants, and Workshops Totals | | Invoice 1 | <u>\$3,328.00</u> |
| | | | Transactions | |
| Account 53210 - Telephone | | | | |
| 13969 - AT&T Mobility II, LLC | 06-Inv #287289748780X07192020-Cell phone chgs-6/12-7/11/20 | | 07/27/2020 | 166.84 |
| | Account 53210 - Telephone Totals | | Invoice 1 | <u>\$166.84</u> |
| | | | Transactions | |
| Account 53510 - Electrical Services | | | | |
| 223 - Duke Energy | 19-CH/off site facilities-electric summary bill-6/8-7/8/20 | BC 2010-23 | 07/27/2020 | 5,142.94 |
| | Account 53510 - Electrical Services Totals | | Invoice 1 | <u>\$5,142.94</u> |
| | | | Transactions | |
| Account 53530 - Water and Sewer | | | | |
| 208 - City Of Bloomington Utilities | 19-Temp Mtr-Graffiti Team-water/sewer bill-June 2020 | | 07/22/2020 | 15.48 |
| 208 - City Of Bloomington Utilities | 19-City Hall-water/sewer bill-June 2020 | | 07/22/2020 | 708.16 |
| | Account 53530 - Water and Sewer Totals | | Invoice 2 | <u>\$723.64</u> |
| | | | Transactions | |
| Account 53610 - Building Repairs | | | | |
| 321 - Harrell Fish, INC (HFI) | 19-SA Quarterly Planned Maintenance | BC 2019-23 | 08/07/2020 | 1,968.00 |
| 321 - Harrell Fish, INC (HFI) | 19-SA Merv 13 Filters to be used @ City Hall instead of Merv 8 | BC 2019-23 | 08/07/2020 | 1,489.42 |
| 7402 - Nature's Way, INC | 19-SA monthly Interior Billing for City Hall | BC 2019-122 | 08/07/2020 | 353.43 |
| 6688 - SSW Enterprises, LLC (Office Pride) | 19-Cleaning Services for Animal Shelter for June | BC 2018-87 | 08/07/2020 | 1,391.26 |
| 6688 - SSW Enterprises, LLC (Office Pride) | 19-Cleaning Services for City Hall for June | BC 2020-05 | 08/07/2020 | 13,738.12 |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | | |
|--|---|-------------|--------------|------------------|
| 6688 - SSW Enterprises, LLC (Office Pride) | 19-Cleaning Services for Fleet for June | BC 2018-87 | 08/07/2020 | 1,091.20 |
| 6688 - SSW Enterprises, LLC (Office Pride) | 19-Cleaning Services for Sanitation for June | BC 2018-87 | 08/07/2020 | 852.66 |
| 6688 - SSW Enterprises, LLC (Office Pride) | 19-Cleaning Services for Street & Traffic for June | BC 2018-87 | 08/07/2020 | 1,674.42 |
| Account 53610 - Building Repairs Totals | | | Invoice 8 | <u>22,558.51</u> |
| | | | Transactions | |
| Account 53650 - Other Repairs | | | | |
| 293 - J&S Locksmith Shop, INC | 19-Repair to Throttle Trigger on Weed Eater | | 08/07/2020 | 46.76 |
| Account 53650 - Other Repairs Totals | | | Invoice 1 | <u>46.76</u> |
| | | | Transactions | |
| Account 53990 - Other Services and Charges | | | | |
| 21104 - Cummins Crosspoint, LLC | 19-SA Power Switch over at dispatch | | 08/07/2020 | 2,199.10 |
| Account 53990 - Other Services and Charges Totals | | | Invoice 1 | <u>2,199.10</u> |
| | | | Transactions | |
| Account 54510 - Other Capital Outlays | | | | |
| 8353 - Umphress Masonry, INC | 19-Contract for Masonry Repair Services for City Hall | BC 2019-110 | 08/07/2020 | 50,000.00 |
| Account 54510 - Other Capital Outlays Totals | | | Invoice 1 | <u>50,000.00</u> |
| | | | Transactions | |
| Program 190000 - Main Totals | | | Invoice 25 | <u>84,705.55</u> |
| | | | Transactions | |
| Department 19 - Facilities Maintenance Totals | | | Invoice 25 | <u>84,705.55</u> |
| | | | Transactions | |
| Department 28 - ITS | | | | |
| Program 280000 - Main | | | | |
| Account 52110 - Office Supplies | | | | |
| 5819 - Synchrony Bank | 28 - Key Tags | | 08/07/2020 | 10.99 |
| Account 52110 - Office Supplies Totals | | | Invoice 1 | <u>10.99</u> |
| | | | Transactions | |
| Account 52420 - Other Supplies | | | | |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | |
|--|--|---------------------------|-------------|
| 4475 - Plasco ID Holdings, LLC (IDW, LLC) (ID Wholesaler) | 28 - ID Badges (500) | 08/07/2020 | 2,050.00 |
| 5819 - Synchrony Bank | 28 - Masks for Tech Support Specialist | 08/07/2020 | 12.99 |
| 5819 - Synchrony Bank | 28 - Extra Phone Cords | 08/07/2020 | 40.95 |
| Account 52420 - Other Supplies Totals | | Invoice 3 Transactions | \$2,103.94 |
| Account 53160 - Instruction | | | |
| 4408 - Environmental Systems Research Institute, INC ESRI | 28 - Online ArcGIS Admin Training | 08/07/2020 | 2,100.00 |
| Account 53160 - Instruction Totals | | Invoice 1 Transactions | \$2,100.00 |
| Account 53170 - Mgt. Fee, Consultants, and Workshops | | | |
| 5437 - Columbia Telecommunications Corporation | 28-digital equity research-senior analyst-June 2020 | 08/07/2020 | 2,365.00 |
| Account 53170 - Mgt. Fee, Consultants, and Workshops Totals | | Invoice 1 Transactions | \$2,365.00 |
| Account 53210 - Telephone | | | |
| 1079 - AT&T | 28-long distance charges-7/9/20.-Ban #849494015 | 07/22/2020 | 186.25 |
| 13969 - AT&T Mobility II, LLC | 06-Inv #287289748780X07192020-Cell phone chgs-6/12-7/11/20 | 07/27/2020 | 576.30 |
| 1079 - AT&T | 28-phone chares 6/20-7/19/20-#812 339-2261 261 1 | 07/27/2020 | 5,730.14 |
| Account 53210 - Telephone Totals | | Invoice 3 Transactions | \$6,492.69 |
| Account 53640 - Hardware and Software Maintenance | | | |
| 50972 - CDW, LLC | 28 - 32GB Memory Upgrade Kit for Applications Analyst | 08/07/2020 | 151.01 |
| 5444 - Tyler Technologies, INC | 28-NW Service: ERP Upgrade-Inv. date 12/6/19 | 08/07/2020 | 750.00 |
| 7177 - Zoho Corporation | 28 - Manage Engine Desktop Central - Service Desk | 08/07/2020 | 41,299.20 |
| Account 53640 - Hardware and Software Maintenance Totals | | Invoice 3 Transactions | \$42,200.21 |
| Account 53910 - Dues and Subscriptions | | | |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

53442 - Paragon Micro, INC

| | | |
|--|--------------|---------------------|
| 28 - Adobe Acrobat Pro for Asst Dir for Ops | 08/07/2020 | 404.99 |
| Account 53910 - Dues and Subscriptions Totals | Invoice 1 | <u>\$404.99</u> |
| | Transactions | |
| Program 280000 - Main Totals | Invoice 13 | <u>\$55,677.82</u> |
| | Transactions | |
| Department 28 - ITS Totals | Invoice 13 | <u>\$55,677.82</u> |
| | Transactions | |
| Fund 101 - General Fund (S0101) Totals | Invoice 106 | <u>\$230,229.52</u> |
| | Transactions | |

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 | 08/07/2020 | 1,574.20 |
| 4571 - BCA Environmental Consultants, LLC | 04 - Contract for Environmental Assessments | 08/07/2020 | 1,836.45 |
| 4571 - BCA Environmental Consultants, LLC | 04 - Contract for Environmental Assessments | 08/07/2020 | 635.98 |
| Account 53170 - Mgt. Fee, Consultants, and Workshops Totals | Invoice 3 | <u>\$4,046.63</u> | |
| | Transactions | | |
| Program G17018 - Bloomington Wide Brownfields Totals | Invoice 3 | <u>\$4,046.63</u> | |
| | Transactions | | |
| Department 04 - Economic & Sustainable Dev Totals | Invoice 3 | <u>\$4,046.63</u> | |
| | Transactions | | |
| Fund 249 - Grants Non Approp Totals | Invoice 3 | <u>\$4,046.63</u> | |
| | Transactions | | |

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

Department 05 - Common Council

Program 050000 - Main

Account 53960 - Grants

| | | | |
|---|---|------------|----------|
| 232 - Monroe County United Ministries INC | 15-Jack Hopkins Grant 2020-Invoice date 7/22/20-final amout | 08/07/2020 | 1,038.40 |
|---|---|------------|----------|



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | |
|---|--|---------------------------|------------------|
| 7014 - Society of St. Vincent De Paul, Archdiocesan | 15-JH2020-3008 S Acadia Ct, Unit #3316-6/25/20 | 08/07/2020 | 221.00 |
| 7014 - Society of St. Vincent De Paul, Archdiocesan | 15-JH2020-1109 S Paper Birch Ct | 08/07/2020 | 304.00 |
| 7014 - Society of St. Vincent De Paul, Archdiocesan | 15-JH2020-2349 S Brandon Court | 08/07/2020 | 194.00 |
| | Account 53960 - Grants Totals | Invoice 4 Transactions | <hr/> \$1,757.40 |
| | Program 050000 - Main Totals | Invoice 4 Transactions | <hr/> \$1,757.40 |
| | Department 05 - Common Council Totals | Invoice 4 Transactions | <hr/> \$1,757.40 |
| | Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals | Invoice 4 Transactions | <hr/> \$1,757.40 |
| Fund 401 - Non-Reverting Telecom (S1146) | | | |
| Department 25 - Telecommunications | | | |
| Program 254000 - Infrastructure | | | |
| Account 53750 - Rentals - Other | | | |
| 12283 - Smithville Communications | 25 - Internet Service and Telecom Hotel Rent - 8/1/2020 | 07/27/2020 | 1,614.27 |
| | Account 53750 - Rentals - Other Totals | Invoice 1 Transactions | <hr/> \$1,614.27 |
| Account 54450 - Equipment | | | |
| 53442 - Paragon Micro, INC | 25 - Capital Replacement - (10) Webcams | 08/07/2020 | 749.90 |
| 53442 - Paragon Micro, INC | 25 - Capital Replacement - Civil City - 1 Printer | 08/07/2020 | 654.98 |
| 53442 - Paragon Micro, INC | 25 - Capital Replacement - Civil City - 1 Computer | 08/07/2020 | 1,149.99 |
| | Account 54450 - Equipment Totals | Invoice 3 Transactions | <hr/> \$2,554.87 |
| | Program 254000 - Infrastructure Totals | Invoice 4 Transactions | <hr/> \$4,169.14 |
| Program 256000 - Services | | | |
| Account 53150 - Communications Contract | | | |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | | |
|---|---|------------|-------------------------|--------------|
| 4170 - Comcast Cable Communications, INC | 28-3940 N Kinser Pike-business services/equip chgs-7/21-8/20/20 | | 07/27/2020 | 117.98 |
| 4170 - Comcast Cable Communications, INC | 28-401 N Morton-business services-8/1-8/31/20 | | 07/27/2020 | 149.85 |
| 4170 - Comcast Cable Communications, INC | 25 - Internet - 3550 N Kinser - 7/27-8/26/20 | | 07/27/2020 | 108.35 |
| 12283 - Smithville Communications | 25 - Internet Service and Telecom Hotel Rent - 8/1/2020 | | 07/27/2020 | 1,375.00 |
| 203 - INDIANA UNIVERSITY | 28-Dark Fiber- July 2020 | | 08/07/2020 | 65.00 |
| Account 53150 - Communications Contract Totals | | | Invoice 5 Transactions | \$1,816.18 |
| Account 53980 - Community Access TV/Radio | | | | |
| 64 - Monroe County Public Library | 28-CATS-July thru September 2020 | BC 2019-10 | 08/07/2020 | 111,706.50 |
| Account 53980 - Community Access TV/Radio Totals | | | Invoice 1 Transactions | \$111,706.50 |
| Account 54420 - Purchase of Equipment | | | | |
| 53442 - Paragon Micro, INC | 25 - ITS Training Room Mini Computer & Peripherals | | 08/07/2020 | 1,256.96 |
| Account 54420 - Purchase of Equipment Totals | | | Invoice 1 Transactions | \$1,256.96 |
| Program 256000 - Services Totals | | | Invoice 7 Transactions | \$114,779.64 |
| Department 25 - Telecommunications Totals | | | Invoice 11 Transactions | \$118,948.78 |
| Fund 401 - Non-Reverting Telecom (S1146) Totals | | | Invoice 11 Transactions | \$118,948.78 |
| Fund 450 - Local Road and Street(S0706) | | | | |
| Department 20 - Street | | | | |
| Program 200000 - Main | | | | |
| Account 53520 - Street Lights / Traffic Signals | | | | |
| 223 - Duke Energy | 02-Traffic Signal Summary electric bill-6/1-6/30/20 | BC 2016-30 | 07/27/2020 | 2,838.86 |
| 223 - Duke Energy | 02-Street Light Summary Electric bill-07/07/20 | BC 2010-23 | 07/27/2020 | 33,332.63 |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | | |
|---|---|------------|--------------|-------------|
| 223 - Duke Energy | 02-2225 S. High-Crosswalk-elec bill 6/30-7/16/20 | BC 2019-99 | 07/27/2020 | 4.92 |
| 223 - Duke Energy | 02-Country Club Dr-ped bridge-energy usage-6/10-7/10/20 | BC 2019-70 | 07/27/2020 | 25.25 |
| 223 - Duke Energy | 02-Cottage Grove-LED energy usage-elec. chgs 6/10-7/10/20 | BC 2019-06 | 07/27/2020 | 29.32 |
| Account 53520 - Street Lights / Traffic Signals Totals | | | Invoice 5 | \$36,230.98 |
| | | | Transactions | |
| Program 200000 - Main Totals | | | Invoice 5 | \$36,230.98 |
| | | | Transactions | |
| Department 20 - Street Totals | | | Invoice 5 | \$36,230.98 |
| | | | Transactions | |
| Fund 450 - Local Road and Street(S0706) Totals | | | Invoice 5 | \$36,230.98 |
| | | | Transactions | |

Fund 451 - Motor Vehicle Highway(S0708)

Department **20 - Street**

Program **200000 - Main**

Account **52420 - Other Supplies**

| | | | | |
|--|---|--|--------------|----------|
| 409 - Black Lumber Co. INC | 20-Hardware supplies for bollards on Kirkwood-7/15/20 | | 08/07/2020 | 3.92 |
| 313 - Fastenal Company | 20-safety supplies-gloves-7/8/20 | | 08/07/2020 | 14.34 |
| 313 - Fastenal Company | 20-safety supplies-gloves-7/10/20 | | 08/07/2020 | 7.17 |
| 313 - Fastenal Company | 20-supplies-8 5-pack safety towels-7/16/20 | | 08/07/2020 | 30.48 |
| 6262 - Koenig Equipment, INC | 20-Stihl HT131 Pole pruning saw for tree trimming | | 08/07/2020 | 552.46 |
| Account 52420 - Other Supplies Totals | | | Invoice 5 | \$608.37 |
| | | | Transactions | |

Account **53130 - Medical**

| | | | | |
|--|---|--|------------|-------|
| 231 - Indiana University Health Bloomington, INC | 20-J. Creech-DS DOT 5 Panel E Screen-6/19/20 | | 08/07/2020 | 47.00 |
| 231 - Indiana University Health Bloomington, INC | 20-A. Johnson-DS DOT 5 Panel E Screen-6/19/20 | | 08/07/2020 | 47.00 |
| 231 - Indiana University Health Bloomington, INC | 20-J. VanDeventer-DS DOT 5 Panel E Screen-6/19/20 | | 08/07/2020 | 47.00 |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | | |
|--|--|---|---------------------------|------------|
| | | Account 53130 - Medical Totals | Invoice 3 Transactions | \$141.00 |
| Account 53150 - Communications Contract | | | | |
| 5465 - Emergency Radio Service LLC (ERS-OCI Wireless) | 20= Two way Radio Services-July 2020 | | 08/07/2020 | 2,321.25 |
| | | Account 53150 - Communications Contract Totals | Invoice 1 Transactions | \$2,321.25 |
| Account 53210 - Telephone | | | | |
| 13969 - AT&T Mobility II, LLC | 06-Inv #287289748780X07192020-Cell phone chgs-6/12-7/11/20 | | 07/27/2020 | 166.84 |
| | | Account 53210 - Telephone Totals | Invoice 1 Transactions | \$166.84 |
| Account 53510 - Electrical Services | | | | |
| 223 - Duke Energy | 19-CH/off site facilities-electric summary bill-6/8-7/8/20 | BC 2010-23 | 07/27/2020 | 300.94 |
| | | Account 53510 - Electrical Services Totals | Invoice 1 Transactions | \$300.94 |
| Account 53540 - Natural Gas | | | | |
| 222 - Vectren | 19-Street Dept-gas bill 6/4-7/7/20 | | 07/22/2020 | 19.05 |
| 222 - Vectren | 19-Traffic Bldg-gas bill 6/4-7/7/20 | | 07/22/2020 | 19.56 |
| | | Account 53540 - Natural Gas Totals | Invoice 2 Transactions | \$38.61 |
| Account 53920 - Laundry and Other Sanitation Services | | | | |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-uniform rental (minus payroll ded-7/8/20) | BC 2009-52 | 08/07/2020 | 18.03 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-mat/towel service-7/8/20 | | 08/07/2020 | 34.28 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-uniform rental (minus payroll ded)-7/15/20 | BC 2009-52 | 08/07/2020 | 18.03 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-mat/towel service-7/15/20 | | 08/07/2020 | 34.28 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-uniform rental (minus payroll ded)-7/22/20 | BC 2009-52 | 08/07/2020 | 17.11 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-mat/towel service-7/22/20 | | 08/07/2020 | 34.28 |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

Account **53920 - Laundry and Other Sanitation Services** Totals Invoice 6 Transactions \$156.01

Account 53990 - Other Services and Charges

| | | | |
|---|--|------------|----------|
| 52226 - Hoosier Transfer Station-3140 | 20- Disposal Fee for sweeper dumps-6/30/20 | 08/07/2020 | 1,408.10 |
| 902 - Indiana Underground Plant Protection Service, INC | 20-IN 811 calls, monthly tickets-June 20-624 tickets | 08/07/2020 | 592.80 |
| 6152 - K&S Rolloff, INC | 20 Rolloff Service for sweeper dumps-2-6/30/20 | 08/07/2020 | 330.00 |

Account **53990 - Other Services and Charges** Totals Invoice 3 Transactions \$2,330.90

Program **200000 - Main** Totals Invoice 22 Transactions \$6,063.92

Department **20 - Street** Totals Invoice 22 Transactions \$6,063.92

Fund **451 - Motor Vehicle Highway(S0708)** Totals Invoice 22 Transactions \$6,063.92

Fund 452 - Parking Facilities(S9502)

Department 26 - Parking

Program 260000 - Main

Account 53150 - Communications Contract

| | | | |
|-------------------------------|--|------------|--------|
| 13969 - AT&T Mobility II, LLC | 06-Inv. #287287430216X07192020-cell phone chgs 6/12-7/11/20 | 07/27/2020 | 312.40 |
|-------------------------------|--|------------|--------|

Account **53150 - Communications Contract** Totals Invoice 1 Transactions \$312.40

Account 53210 - Telephone

| | | | |
|-------------------------------|--|------------|-------|
| 13969 - AT&T Mobility II, LLC | 06-Inv #287289748780X07192020-Cell phone chgs- 6/12-7/11/20 | 07/27/2020 | 41.71 |
|-------------------------------|--|------------|-------|

| | | | |
|-------------------------------|---|------------|-------|
| 13969 - AT&T Mobility II, LLC | 06-Inv #287297421132X07192020-cell phone chgs 6/12-7/11/20 | 07/27/2020 | 81.62 |
|-------------------------------|---|------------|-------|

Account **53210 - Telephone** Totals Invoice 2 Transactions \$123.33

Account 53510 - Electrical Services

| | | | |
|-------------------|--|-----------------------|----------|
| 223 - Duke Energy | 19-CH/off site facilities-electric summary bill-6/8- 7/8/20 | BC 2010-23 07/27/2020 | 2,184.47 |
|-------------------|--|-----------------------|----------|



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | | |
|---|--|--|-----------------------|------------|
| | | Account 53510 - Electrical Services Totals | Invoice 1 | \$2,184.47 |
| | | | Transactions | |
| Account 53530 - Water and Sewer | | | | |
| 208 - City Of Bloomington Utilities | | 19-Morton St Garage-water/sewer bill-June 2020 | 07/22/2020 | 47.56 |
| | | Account 53530 - Water and Sewer Totals | Invoice 1 | \$47.56 |
| | | | Transactions | |
| Account 53650 - Other Repairs | | | | |
| 6197 - CE Solutions, INC | | 26-Design Services for 10 yr. Capital Repairs at Walnut Garage | BC 2020-07 08/07/2020 | 1,380.00 |
| | | Account 53650 - Other Repairs Totals | Invoice 1 | \$1,380.00 |
| | | | Transactions | |
| | | Program 260000 - Main Totals | Invoice 6 | \$4,047.76 |
| | | | Transactions | |
| | | Department 26 - Parking Totals | Invoice 6 | \$4,047.76 |
| | | | Transactions | |
| | | Fund 452 - Parking Facilities(S9502) Totals | Invoice 6 | \$4,047.76 |
| | | | Transactions | |
| Fund 456 - MVH Restricted | | | | |
| Department 20 - Street | | | | |
| Program 200000 - Main | | | | |
| Account 52330 - Street , Alley, and Sewer Material | | | | |
| 334 - Irving Materials, INC | | 20-Woodlawn& E. 10th-class a stone ash-3 cy-7/1/20 | BC 2019-36 08/07/2020 | 304.50 |
| 334 - Irving Materials, INC | | 20-E. 10th St-class a stone ash-3 cy-7/7/20 | BC 2019-36 08/07/2020 | 304.50 |
| 19278 - Milestone Contractors, LP | | 20-surface-Meadowbrook/patching-375.18 tons-7/1/20 | BC 2020-13 08/07/2020 | 5,559.64 |
| | | Account 52330 - Street , Alley, and Sewer Material Totals | Invoice 3 | \$6,168.64 |
| | | | Transactions | |
| Account 52340 - Other Repairs and Maintenance | | | | |
| 4186 - Carrier & Gable, INC | | 20 -Epoxy Caulk Gun for Signals | 08/07/2020 | 86.00 |
| 4519 - Osburn Associates, INC | | 20-sign Materials (signs, sheeting, blanks) | 08/07/2020 | 662.04 |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | |
|---|--|-------------------------|-------------|
| 480 - Proveli, LLC (Hall Signs, INC) | 20 -Sign hardware (brackets, bolts, washers) | 08/07/2020 | 991.12 |
| 480 - Proveli, LLC (Hall Signs, INC) | 20-nut locks w/nylon-1,000 | 08/07/2020 | 90.00 |
| 603 - Traffic Control Corporation | 20-Traffic Signal Supplies (peds, 3 sec & 5 sec heads, brackets) | 08/07/2020 | 12,262.00 |
| Account 52340 - Other Repairs and Maintenance Totals | | Invoice 5 Transactions | \$14,091.16 |
| Account 52420 - Other Supplies | | | |
| 409 - Black Lumber Co. INC | 20-grind wheels (4), wasp/hornet sray (3)-7/7/20 | 08/07/2020 | 23.07 |
| 409 - Black Lumber Co. INC | 20-Wiley SW Proj.-drain channel, sewer/drain pipe-7/7/20 | 08/07/2020 | 104.97 |
| 409 - Black Lumber Co. INC | 20-Grant SW repair-2 bags quikcrete-7/8/20 | 08/07/2020 | 11.98 |
| 313 - Fastenal Company | 20-Paving Crews-3 3 gal. poly sprayers-7/10/20 | 08/07/2020 | 294.47 |
| 394 - Kleindorfer Hardware & Variety | 20-pump sprays (3) | 08/07/2020 | 14.97 |
| 394 - Kleindorfer Hardware & Variety | 20-40' stanley tape | 08/07/2020 | 36.99 |
| 394 - Kleindorfer Hardware & Variety | 20-trash bags, heavy duty tape | 08/07/2020 | 16.98 |
| 336 - Southside Rental Center, INC | 20-Tac Wagon #452-propane-7/7/20 | 08/07/2020 | 42.84 |
| 336 - Southside Rental Center, INC | 20-Paving Crew-propane-7/8/20 | 08/07/2020 | 45.22 |
| 336 - Southside Rental Center, INC | 20-propane-7/9/20 | 08/07/2020 | 8.33 |
| Account 52420 - Other Supplies Totals | | Invoice 10 Transactions | \$599.82 |
| Program 200000 - Main Totals | | Invoice 18 Transactions | \$20,859.62 |
| Department 20 - Street Totals | | Invoice 18 Transactions | \$20,859.62 |
| Fund 456 - MVH Restricted Totals | | Invoice 18 Transactions | \$20,859.62 |

Fund **519 - 2016 GO Bonds Bond #2 (S0182)**

Department **06 - Controller's Office**



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

Program **060000 - Main**

Account **53810 - Principal**

| | | | |
|-------------------------------------|--------------------------|------------|-----------|
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 55,000.00 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 70,000.00 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 15,000.00 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 10,000.00 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 35,000.00 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 15,000.00 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 20,000.00 |

| | | |
|---|---------------------------|--------------|
| Account 53810 - Principal Totals | Invoice 7 Transactions | \$220,000.00 |
|---|---------------------------|--------------|

Account **53820 - Interest**

| | | | |
|-------------------------------------|--------------------------|------------|-----------|
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 39,493.75 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 27,981.25 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 16,775.00 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 8,043.75 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 6,918.75 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 26,587.50 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 28,362.50 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 15,075.00 |

| | | |
|--|---------------------------|--------------|
| Account 53820 - Interest Totals | Invoice 8 Transactions | \$169,237.50 |
|--|---------------------------|--------------|

| | | |
|-------------------------------------|----------------------------|--------------|
| Program 060000 - Main Totals | Invoice 15 Transactions | \$389,237.50 |
|-------------------------------------|----------------------------|--------------|



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | |
|--|--------------|--------------|
| Department 06 - Controller's Office Totals | Invoice 15 | \$389,237.50 |
| | Transactions | |
| Fund 519 - 2016 GO Bonds Bond #2 (S0182) Totals | Invoice 15 | \$389,237.50 |
| | Transactions | |

Fund 520 - 2016 Parks GO Bond #3 (S0183)

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53810 - Principal**

| | | | |
|-------------------------------------|--------------------------|------------|-----------|
| 5232 - The Huntington National Bank | 18-BondPymnt August 2020 | 08/07/2020 | 15,000.00 |
| 5232 - The Huntington National Bank | 18-BondPymnt August 2020 | 08/07/2020 | 40,000.00 |
| 5232 - The Huntington National Bank | 18-BondPymnt August 2020 | 08/07/2020 | 40,000.00 |
| 5232 - The Huntington National Bank | 18-BondPymnt August 2020 | 08/07/2020 | 30,000.00 |
| 5232 - The Huntington National Bank | 18-BondPymnt August 2020 | 08/07/2020 | 20,000.00 |

| | | |
|---|--------------|--------------|
| Account 53810 - Principal Totals | Invoice 5 | \$145,000.00 |
| | Transactions | |

Account **53820 - Interest**

| | | | |
|-------------------------------------|--------------------------|------------|-----------|
| 5232 - The Huntington National Bank | 18-BondPymnt August 2020 | 08/07/2020 | 11,593.75 |
| 5232 - The Huntington National Bank | 18-BondPymnt August 2020 | 08/07/2020 | 27,175.00 |
| 5232 - The Huntington National Bank | 18-BondPymnt August 2020 | 08/07/2020 | 27,490.63 |
| 5232 - The Huntington National Bank | 18-BondPymnt August 2020 | 08/07/2020 | 21,203.13 |
| 5232 - The Huntington National Bank | 18-BondPymnt August 2020 | 08/07/2020 | 15,384.38 |

| | | |
|--|--------------|--------------|
| Account 53820 - Interest Totals | Invoice 5 | \$102,846.89 |
| | Transactions | |

| | | |
|-------------------------------------|--------------|--------------|
| Program 060000 - Main Totals | Invoice 10 | \$247,846.89 |
| | Transactions | |

| | | |
|---|--------------|--------------|
| Department 06 - Controller's Office Totals | Invoice 10 | \$247,846.89 |
| | Transactions | |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | |
|--|--------------------------------------|--------------|--------------|
| Fund 520 - 2016 Parks GO Bond #3 (S0183) Totals | | Invoice 10 | \$247,846.89 |
| | | Transactions | |
| Fund 521 - 2017 Refund 517 2011 DT Red Bond | | | |
| Department 06 - Controller's Office | | | |
| Program 060000 - Main | | | |
| Account 53810 - Principal | | | |
| 18844 - First Financial Bank, N.A. | 06-CityofBloomington Redev 2017 Bond | 07/22/2020 | 320,000.00 |
| Account 53810 - Principal Totals | | Invoice 1 | \$320,000.00 |
| | | Transactions | |
| Account 53820 - Interest | | | |
| 18844 - First Financial Bank, N.A. | 06-CityofBloomington Redev 2017 Bond | 07/22/2020 | 130,416.00 |
| Account 53820 - Interest Totals | | Invoice 1 | \$130,416.00 |
| | | Transactions | |
| Program 060000 - Main Totals | | Invoice 2 | \$450,416.00 |
| | | Transactions | |
| Department 06 - Controller's Office Totals | | Invoice 2 | \$450,416.00 |
| | | Transactions | |
| Fund 521 - 2017 Refund 517 2011 DT Red Bond Totals | | Invoice 2 | \$450,416.00 |
| | | Transactions | |
| Fund 522 - 2018 Parks Bicentennial (S1380) | | | |
| Department 06 - Controller's Office | | | |
| Program 060000 - Main | | | |
| Account 53810 - Principal | | | |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 55,000.00 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 65,000.00 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 60,000.00 |
| Account 53810 - Principal Totals | | Invoice 3 | \$180,000.00 |
| | | Transactions | |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

Account 53820 - Interest

| | | | |
|---|--------------------------|---------------------------|--------------|
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 65,900.00 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 74,650.00 |
| 5232 - The Huntington National Bank | 06-BondPymnt August 2020 | 08/07/2020 | 46,315.63 |
| Account 53820 - Interest Totals | | Invoice 3 Transactions | \$186,865.63 |
| Program 060000 - Main Totals | | Invoice 6 Transactions | \$366,865.63 |
| Department 06 - Controller's Office Totals | | Invoice 6 Transactions | \$366,865.63 |
| Fund 522 - 2018 Parks Bicentennial (\$1380) Totals | | Invoice 6 Transactions | \$366,865.63 |

Fund 601 - Cumulative Capital Devlp(\$2391)

Department 13 - Planning

Program 130000 - Main

Account 54310 - Improvements Other Than Building

| | | | | |
|--|---|---------------------------|--------------|------------|
| 18844 - First Financial Bank, N.A. | 13-Adams St SW & Intersection-Ecrow 4-5/30-7/2/20 | BC 2019-129 | 08/07/2020 | 13,294.78 |
| 19278 - Milestone Contractors, LP | 13-Adams St SW & Intersection-App 4-5/30-7/2/20 | BC 2019-129 | 08/07/2020 | 252,600.94 |
| Account 54310 - Improvements Other Than Building Totals | | Invoice 2 Transactions | \$265,895.72 | |
| Program 130000 - Main Totals | | Invoice 2 Transactions | \$265,895.72 | |
| Department 13 - Planning Totals | | Invoice 2 Transactions | \$265,895.72 | |
| Fund 601 - Cumulative Capital Devlp(\$2391) Totals | | Invoice 2 Transactions | \$265,895.72 | |

Fund 730 - Solid Waste (\$6401)

Department 16 - Sanitation

Program 160000 - Main



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

Account 52420 - Other Supplies

| | | | | |
|--|---|--|---------------------------|------------|
| 313 - Fastenal Company | 16-May 2020-Gloves,eye protection & ear plugs | | 08/07/2020 | 758.65 |
| 313 - Fastenal Company | 16-June 2020-Gloves, eye protection | | 08/07/2020 | 246.59 |
| 313 - Fastenal Company | 16-June 2020-Gloves, eye protection | | 08/07/2020 | 244.53 |
| Account 52420 - Other Supplies Totals | | | Invoice 3 Transactions | \$1,249.77 |

Account 53210 - Telephone

| | | | | |
|---|--|--|---------------------------|----------|
| 13969 - AT&T Mobility II, LLC | 06-Inv #287289748780X07192020-Cell phone chgs-6/12-7/11/20 | | 07/27/2020 | 41.71 |
| 13969 - AT&T Mobility II, LLC | 06-Inv #287297421132X07192020-cell phone chgs 6/12-7/11/20 | | 07/27/2020 | 419.36 |
| Account 53210 - Telephone Totals | | | Invoice 2 Transactions | \$461.07 |

Account 53510 - Electrical Services

| | | | | |
|---|--|------------|---------------------------|----------|
| 223 - Duke Energy | 19-CH/off site facilities-electric summary bill-6/8-7/8/20 | BC 2010-23 | 07/27/2020 | 265.32 |
| Account 53510 - Electrical Services Totals | | | Invoice 1 Transactions | \$265.32 |

Account 53920 - Laundry and Other Sanitation Services

| | | | | |
|---|---|------------|---------------------------|---------|
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-uniform rental (minus payroll ded)-7/15/20 | BC 2009-52 | 08/07/2020 | 11.14 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-mat/towel service-7/15/20 | | 08/07/2020 | 27.26 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-uniform rental (minus payroll ded)-7/22/20 | BC 2009-52 | 08/07/2020 | 11.14 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 16-mat/towel service-7/22/20 | | 08/07/2020 | 27.26 |
| Account 53920 - Laundry and Other Sanitation Services Totals | | | Invoice 4 Transactions | \$76.80 |

Account 53950 - Landfill

| | | | | |
|---------------------------------------|---------------------------------------|--|------------|-----------|
| 52226 - Hoosier Transfer Station-3140 | 16-recycling fees - 6/16-6/30/20 | | 08/07/2020 | 4,686.27 |
| 52226 - Hoosier Transfer Station-3140 | 16-trash disposal fees - 6/16-6/30/20 | | 08/07/2020 | 15,693.32 |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | |
|--|--------------|-------------|
| Account 53950 - Landfill Totals | Invoice 2 | \$20,379.59 |
| | Transactions | |
| Program 160000 - Main Totals | Invoice 12 | \$22,432.55 |
| | Transactions | |
| Department 16 - Sanitation Totals | Invoice 12 | \$22,432.55 |
| | Transactions | |
| Fund 730 - Solid Waste (S6401) Totals | Invoice 12 | \$22,432.55 |
| | Transactions | |

Fund **800 - Risk Management(S0203)**

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**

| | | | |
|------------------------------------|---|------------|--------|
| 327 - Hoosier Workwear Outlet, INC | 10-safety shoes-A. Hodge (6M)-7/13/20 | 08/07/2020 | 100.00 |
| 327 - Hoosier Workwear Outlet, INC | 10-safety shoes-K. Hardin (11W)-7/13/20 | 08/07/2020 | 100.00 |
| 1448 - Shoe Carnival, INC | 10-safety shoes-Eubank (8)-6/8/20 | 08/07/2020 | 100.00 |
| 1448 - Shoe Carnival, INC | 10-safety shoes-Grubb (9)-6/11/20 | 08/07/2020 | 100.00 |
| 1448 - Shoe Carnival, INC | 10-safety shoes-Eads (11.5)-6/12/20 | 08/07/2020 | 89.98 |
| 1448 - Shoe Carnival, INC | 10-safety shoes-Sturrock (9.5)-6/12/20 | 08/07/2020 | 99.98 |
| 1448 - Shoe Carnival, INC | 10-safety shoes-Ennis (10.5)-6/16/20 | 08/07/2020 | 59.98 |

| | | |
|--|--------------|----------|
| Account 52430 - Uniforms and Tools Totals | Invoice 7 | \$649.94 |
| | Transactions | |

Account **53130 - Medical**

| | | | |
|-------------------------|--|------------|-------|
| 7430 - Timothy W Vaught | 10- reimb for physical for CDL-7/10/20 | 08/07/2020 | 90.00 |
| 7561 - Laura Werner | 10- reimb for physical for CDL-6/19/20 | 08/07/2020 | 97.00 |

| | | |
|---------------------------------------|--------------|----------|
| Account 53130 - Medical Totals | Invoice 2 | \$187.00 |
| | Transactions | |

Account **53210 - Telephone**



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

13969 - AT&T Mobility II, LLC

| | | |
|--|--------------|--------------|
| 06-Inv. #287287430216X07192020-cell phone chgs 6/12-7/11/20 | 07/27/2020 | 41.71 |
| Account 53210 - Telephone Totals | Invoice 1 | <u>41.71</u> |
| | Transactions | |

Account **53410 - Liability / Casualty Premiums**

1847 - Hylant of Indianapolis, LLC

| | | |
|---|--------------|---------------|
| 10-Public Official Bond-N. Bolden-City Clerk | 07/27/2020 | 105.00 |
| Account 53410 - Liability / Casualty Premiums Totals | Invoice 1 | <u>105.00</u> |
| | Transactions | |

Account **53420 - Worker's Comp & Risk**

2618 - Southeastern Indiana Health Operations, INC (SIHO)

| | | |
|--|--------------|-------------------|
| 10-Siho-TTD - S. Kinser -2020106 | 07/27/2020 | 488.38 |
| Account 53420 - Worker's Comp & Risk Totals | Invoice 1 | <u>488.38</u> |
| | Transactions | |
| Program 100000 - Main Totals | Invoice 12 | <u>\$1,472.03</u> |
| | Transactions | |
| Department 10 - Legal Totals | Invoice 12 | <u>\$1,472.03</u> |
| | Transactions | |
| Fund 800 - Risk Management(S0203) Totals | Invoice 12 | <u>\$1,472.03</u> |
| | Transactions | |

Fund **801 - Health Insurance Trust**

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990.1201 - Other Services and Charges Health Insurance**

17785 - The Howard E. Nyhart Company, INC

| | | |
|--|--------------|---------------|
| 12-Nyhart ER Cont \$556.85 | 07/27/2020 | 556.85 |
| Account 53990.1201 - Other Services and Charges Health Insurance Totals | Invoice 1 | <u>556.85</u> |
| | Transactions | |
| Program 120000 - Main Totals | Invoice 1 | <u>556.85</u> |
| | Transactions | |
| Department 12 - Human Resources Totals | Invoice 1 | <u>556.85</u> |
| | Transactions | |
| Fund 801 - Health Insurance Trust Totals | Invoice 1 | <u>556.85</u> |
| | Transactions | |

Fund **802 - Fleet Maintenance(S9500)**



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

| | | | | |
|---|---|--|---------------------------|------------|
| 4693 - Monroe County Tire & Supply, INC | 17-16x6 8 lug white spoke wheel (1) | | 08/07/2020 | 65.00 |
| 4693 - Monroe County Tire & Supply, INC | 17-tires-225/70R19.5 GYear G622 RSD 14PLY (4) | | 08/07/2020 | 1,021.16 |
| 4693 - Monroe County Tire & Supply, INC | 17-tires, rims, washer fluid, pump fluid | | 08/07/2020 | 1,041.08 |
| Account 52230 - Garage and Motor Supplies Totals | | | Invoice 3 Transactions | \$2,127.24 |

Account **52240 - Fuel and Oil**

| | | | | |
|--|--|--------------|---------------------------|-------------|
| 613 - Hoosier Penn Oil Company, INC | 17-stock-P66 Megaplex XD3 | | 08/07/2020 | 862.68 |
| 349 - White River Cooperative, INC | 17-unleaded fuel-6,931 gallons-7/17/20 | BC 2019-107A | 08/07/2020 | 13,252.77 |
| 349 - White River Cooperative, INC | 17-diesel fuel-6,428 gallons-7/7/20 | BC 2019-107A | 08/07/2020 | 11,952.87 |
| 349 - White River Cooperative, INC | 17-unleaded fuel-7,431 gallons-7/17/20 | BC 2019-107A | 08/07/2020 | 14,208.82 |
| 349 - White River Cooperative, INC | 17-Dillman-filled 4,000 gal underground tank-7/10/20 | BC 2019-107A | 08/07/2020 | 4,900.00 |
| Account 52240 - Fuel and Oil Totals | | | Invoice 5 Transactions | \$45,177.14 |

Account **52320 - Motor Vehicle Repair**

| | | | | |
|------------------------------------|---|--|------------|--------|
| 4150 - Alexander's LLC | 17-parts-grease seal double lip spring loaded | | 08/07/2020 | 12.00 |
| 4150 - Alexander's LLC | 17-parts-wheel stud, lug nuts | | 08/07/2020 | 24.60 |
| 4150 - Alexander's LLC | 17-parts-hub/drum | | 08/07/2020 | 115.00 |
| 1107 - Best Equipment Company, INC | 17 replacement floor, stock sweeper parts | | 08/07/2020 | 777.52 |
| 4335 - Circle Distributing, INC | 17-parts-hoseeasy brake | | 08/07/2020 | 17.70 |
| 4335 - Circle Distributing, INC | 17-parts-hoseeasy brake | | 08/07/2020 | 23.93 |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | |
|--|--|----------------------------|-------------------|
| 594 - Curry Auto Center, INC | 17-parts-SL-N-Shaft (06524-CT) | 08/07/2020 | 191.92 |
| 594 - Curry Auto Center, INC | 17-parts-SL-N-sensor | 08/07/2020 | 45.10 |
| 4992 - Fleetpride, INC | 17 - #680 brake pads | 08/07/2020 | 179.38 |
| 455 - Industrial Service & Supply, INC | 17-#447 hyd fittings | 08/07/2020 | 22.58 |
| 394 - Kleindorfer Hardware & Variety | 17-stock-pipe | 08/07/2020 | 34.38 |
| 5260 - M&K Holding CO. (M&K Quality Truck Sales) | 17-stock sensors | 08/07/2020 | 108.68 |
| 54351 - Sternberg, INC | 17 - #680 rotor and o ring | 08/07/2020 | 152.93 |
| 54351 - Sternberg, INC | 17 - #680 oil seal amd credit for returned part | 08/07/2020 | 27.66 |
| 54351 - Sternberg, INC | 17 - credit for returned parts-pad kit, rotor kit | 08/07/2020 | (584.79) |
| 54351 - Sternberg, INC | 17 - #469 cooler lines | 08/07/2020 | 5,327.61 |
| 54351 - Sternberg, INC | 17 - #938 brake pads and rototrs | 08/07/2020 | 969.32 |
| 54351 - Sternberg, INC | 17-core return | 08/07/2020 | (96.00) |
| 54351 - Sternberg, INC | 17-parts-drums, gear kit, absorber | 08/07/2020 | 1,059.51 |
| 6216 - Terminal Supply, INC | 17-parts-drill bits, series connectors | 08/07/2020 | 300.30 |
| 4398 - TruckPro Holding Corporation | 17-parts-sensor | 08/07/2020 | 73.76 |
| Account 52320 - Motor Vehicle Repair Totals | | Invoice 21 Transactions | \$8,783.09 |
| Account 52420 - Other Supplies | | | |
| 4574 - John Deere Financial (Rural King) | 17-shop supplies-oil, trimmer line,, gas cans-7/1/20 | 07/22/2020 | 116.90 |
| 409 - Black Lumber Co. INC | 17-32D commerical knob store room-7/14/20 | 08/07/2020 | 39.99 |
| 177 - Indiana Oxygen Company, INC | 17-acetylene, fuel gases, mix gases, oxygen | 08/07/2020 | 162.90 |
| Account 52420 - Other Supplies Totals | | Invoice 3 Transactions | \$319.79 |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

Account 53140 - Exterminator Services

| | | | | |
|---|------------------------------------|-------------|--|--------------|
| 51538 - Economy Termite & Pest Control, INC | 19-SA Monthly Pest Control @ Fleet | BC 2019-109 | 08/07/2020 | 95.00 |
| | | | Account 53140 - Exterminator Services Totals | Invoice 1 |
| | | | | Transactions |
| | | | | \$95.00 |

Account 53210 - Telephone

| | | | | |
|-------------------------------|--|--|----------------------------------|--------------|
| 13969 - AT&T Mobility II, LLC | 06-Inv #287289748780X07192020-Cell phone chgs-6/12-7/11/20 | | 07/27/2020 | 41.71 |
| | | | Account 53210 - Telephone Totals | Invoice 1 |
| | | | | Transactions |
| | | | | \$41.71 |

Account 53510 - Electrical Services

| | | | | |
|-------------------|--|------------|--|--------------|
| 223 - Duke Energy | 19-CH/off site facilities-electric summary bill-6/8-7/8/20 | BC 2010-23 | 07/27/2020 | 284.38 |
| | | | Account 53510 - Electrical Services Totals | Invoice 1 |
| | | | | Transactions |
| | | | | \$284.38 |

Account 53530 - Water and Sewer

| | | | | |
|-------------------------------------|---|--|--|--------------|
| 208 - City Of Bloomington Utilities | 19-Fleet Maint-water/sewer bill-June 2020 | | 07/22/2020 | 131.14 |
| | | | Account 53530 - Water and Sewer Totals | Invoice 1 |
| | | | | Transactions |
| | | | | \$131.14 |

Account 53540 - Natural Gas

| | | | | |
|---------------|------------------------------------|--|------------------------------------|--------------|
| 222 - Vectren | 19-Fleet Maint-gas bill 6/4-7/7/20 | | 07/22/2020 | 46.85 |
| | | | Account 53540 - Natural Gas Totals | Invoice 1 |
| | | | | Transactions |
| | | | | \$46.85 |

Account 53610 - Building Repairs

| | | | | |
|--|---|-------------|---|--------------|
| 32 - Cassidy Electrical Contractors, INC | 19-SA Wash Control Panel for Truck Wash @ Fleet | BC 2019-120 | 08/07/2020 | 3,650.00 |
| 32 - Cassidy Electrical Contractors, INC | 19-SA Wash Control Panel for Truck Wash @ Fleet | BC 2019-120 | 08/07/2020 | 8,600.00 |
| | | | Account 53610 - Building Repairs Totals | Invoice 2 |
| | | | | Transactions |
| | | | | \$12,250.00 |

Account 53920 - Laundry and Other Sanitation Services

| | | | | |
|---|---|------------|------------|-------|
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-uniform rental (minus payroll ded)-7/15/20 | BC 2009-52 | 08/07/2020 | 18.70 |
|---|---|------------|------------|-------|



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | | |
|---|--|------------|------------|-------|
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-mat/towel service-7/1/20 | | 08/07/2020 | 69.56 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-mat/towel service-7/8/20 | | 08/07/2020 | 69.56 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-uniform rental (minus payroll ded)-7/8/20 | BC 2009-52 | 08/07/2020 | 18.70 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-mat/towel service-7/15/20 | | 08/07/2020 | 69.56 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-uniform rental (minus payroll ded)-7/1/20 | BC 2009-52 | 08/07/2020 | 94.70 |

| | | |
|---|--------------|-------------|
| Account 53920 - Laundry and Other Sanitation Services Totals | Invoice 6 | \$340.78 |
| | Transactions | |
| Program 170000 - Main Totals | Invoice 45 | \$69,597.12 |
| | Transactions | |
| Department 17 - Fleet Maintenance Totals | Invoice 45 | \$69,597.12 |
| | Transactions | |
| Fund 802 - Fleet Maintenance(\$9500) Totals | Invoice 45 | \$69,597.12 |
| | Transactions | |

Fund 804 - Insurance Voluntary Trust

Department 12 - Human Resources

Program 120000 - Main

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

| | | | | |
|---|------------------|--|------------|----------|
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | | 07/24/2020 | 34.43 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | | 07/27/2020 | 72.80 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City URM | | 07/27/2020 | 130.90 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | | 07/27/2020 | 167.32 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City URM | | 07/28/2020 | 166.37 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City URM | | 07/28/2020 | 100.47 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | | 07/29/2020 | 49.00 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | | 07/31/2020 | 1,186.98 |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | |
|---|--|--------------|-------------|
| Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals | | Invoice 8 | \$1,908.27 |
| | | Transactions | |
| Account 53990.1281 - Other Services and Charges Section 125 - URM- Util | | | |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 07/24/2020 | 177.73 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 07/27/2020 | 10.30 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 07/27/2020 | 97.58 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 07/29/2020 | 1.75 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 07/31/2020 | 464.09 |
| Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals | | Invoice 5 | \$751.45 |
| | | Transactions | |
| Account 53990.1283 - Other Services and Charges Health Savings Account | | | |
| 17785 - The Howard E. Nyhart Company, INC | 12-City URM | 07/30/2020 | 117.80 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City URM | 07/30/2020 | 20,243.78 |
| Account 53990.1283 - Other Services and Charges Health Savings Account Totals | | Invoice 2 | \$20,361.58 |
| | | Transactions | |
| Program 120000 - Main Totals | | Invoice 15 | \$23,021.30 |
| | | Transactions | |
| Department 12 - Human Resources Totals | | Invoice 15 | \$23,021.30 |
| | | Transactions | |
| Fund 804 - Insurance Voluntary Trust Totals | | Invoice 15 | \$23,021.30 |
| | | 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 | | | |
| Phuong Dinh | 13-Jackson Creek Trail Right of Way land purchase Parcel 12 | 08/07/2020 | 1,800.00 |
| Monroe County School Corporation | 13-Jackson Creek Trail Right of Way land purchase | 08/07/2020 | 67,650.00 |



Board of Public Works Claim Register

Invoice Date Range 07/22/20 - 08/07/20

| | | | | |
|--|--|------------|--------------|-----------------------|
| Jane A Toon | 13-Jackson Creek Trail Right of Way land purchase Parcel 13 | | 08/07/2020 | 2,400.00 |
| 16 - Butler, Fairman & Seufert, INC | 13-Jackson Creek Trail PH2_(RW)-5/1-5/31/20 | BC 2019-88 | 08/07/2020 | 3,542.50 |
| Account 54310 - Improvements Other Than Building Totals | | | Invoice 4 | <u>\$75,392.50</u> |
| | | | Transactions | |
| Program 06016C - 2016 C Jackson Trail Totals | | | Invoice 4 | <u>\$75,392.50</u> |
| | | | Transactions | |
| Department 06 - Controller's Office Totals | | | Invoice 4 | <u>\$75,392.50</u> |
| | | | Transactions | |
| Fund 978 - City 2016 GO Bond Proceeds Totals | | | Invoice 4 | <u>\$75,392.50</u> |
| | | | Transactions | |
| | | | Invoice 299 | <u>\$2,334,918.70</u> |
| | | | Transactions | |

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

| Date: | Type of Claim | FUND | Description | Bank Transfer | Amount |
|--------------|----------------------|-------------|--------------------|----------------------|---------------------|
| 8/7/2020 | Claims | | | | 2,334,918.70 |
| | | | | | <u>2,334,918.70</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 \$ 2,334,918.70

Dated this 4th day of August year of 2020.

Kyla Cox Deckard President

Beth H. Hollingsworth Vice President

Dana Palazzo Secretary

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

Fiscal Office _____