

Board of Public Works Meeting

January 18, 2022



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

Zoom by using the following link:

<https://bloomington.zoom.us/j/82544214152?pwd=MTJtWnhleUIQK0lWdm5LTkgxdnNxQT09>

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

Topic: Board of Public Works Meeting

Time: Jan 18, 2022 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/82544214152?pwd=MTJtWnhleUlQK0lWdm5LTkgxdnNxQT09>

Meeting ID: 825 4421 4152

Passcode: 337433

Dial by your location

+1 312 626 6799 US (Chicago)

+1 301 715 8592 US (Washington DC)

+1 929 205 6099 US (New York)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 825 4421 4152

Passcode: 337433

Find your local number: <https://bloomington.zoom.us/u/kdEB2I44nt>

**AGENDA
BOARD OF PUBLIC WORKS
JANUARY 18, 2022**

A Regular Meeting of the Board of Public Work will be held Tuesday, January 18, 2022 at 5:30 p.m. via Zoom by using the following link:

<https://bloomington.zoom.us/j/82544214152?pwd=MTJtWnhleUlQK0lWdm5LTkgxdnNxQT09>

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

- I. ELECTION OF OFFICERS**
- II. MESSAGES FROM BOARD MEMBERS**
- III. PETITIONS & REMONSTRANCES**
- IV. CONSENT AGENDA**
 1. Approval of Minutes January 04, 2022
 2. Public Improvements Bond Estimate for Alacrity Investments (2306 and 2310 W 3rd Street)
 3. Public Improvements Bond Estimate for Mill Creek Phase 2, Section 2
 4. Public Improvements Bond Estimate for AutoVest II (Little Star ABA)
 5. Bonding Agreement with City of Bloomington Utilities
 6. 2022 Service Agreement with Cummins, Inc.
 7. Approval of Payroll
- V. NEW BUSINESS**
 1. Request to Reject all Bids for the South Walnut Street (Winslow to Ridgeview) Sidewalk
 2. Full Street Closure Request from Strauser Construction on N. Lincoln St. north of E. 17th St. (February 21, 2022 -- April 04, 2022)
 3. Full Street Closure Request from City of Bloomington Utilities on W. 12th St. from N. Lindbergh Dr. to N. Monroe St. (January 19, 2022 – March 02, 2022)
 4. Road Closure Request from Scannell Properties on E. Longview Avenue (January 24, 2022- February 06, 2022)
 5. Right of Way Use Request from Duke Energy on N. Pete Ellis Dr. (February 28 to April 8, 2022)
 6. Contract with Strauser Construction for Remodel of Fire Station #5
- VI. STAFF REPORTS & OTHER BUSINESS**
- VII. APPROVAL OF CLAIMS**
- VIII. ADJOURNMENT**

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

The Board of Public Works meeting was held on Tuesday, January 04, 2022 at 5:30 pm virtually through Zoom. Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Beth H. Hollingsworth

ROLL CALL

City Staff: Adam Wason -- Public Works
April Rosenberger -- Public Works
Emily Herr -- Engineering

Beth Hollingsworth wished everyone a happy, healthy, and safe New Year.

**MESSAGES FROM BOARD
MEMBERS**

Greg Alexander wanted to draw attention to the progress of two on-going projects that had been approved by the Board previously. He said there wasn't a MOT provided for the general construction phase on the project for The Standard, and there isn't appropriate signage for the sidewalk closures. Also, in his opinion, the project on Pete Ellis includes an awful MOT. The project includes closing the 7th street bike path, with signage for pedestrian crossings, curb ramps, and signs for drivers to yield to pedestrians and slow down. He mentioned that as of two weeks prior, the signs for the drivers had not been provided. Alexander asked what can be done when the projects are not following the Board approved MOT plans.

**PETITIONS &
REMONSTRANCES**

Board Comments: Adam Wason, Public Works, address Alexander's concerns. He stated that the Project Managers for both projects are keenly aware of the concerns and of the importance of regular inspections. Wason mentioned that fines do get issued whenever the MOT plans are not followed or proper signage not used.

1. Approval of Minutes December 21, 2021
2. Contract with Justus Roe for Repair of the 7th Street Underpass Mural
3. Renewal of Motorized Scooter Shared Use Agreement with VeoRide
4. Renewal of Motorized Scooter Share Use Agreement with Lime
5. Noise Permit for Rally for Life
6. Approval of Payroll

CONSENT AGENDA

Greg Alexander raised an objection to the renewals of the motorized scooters being on the Consent Agenda.
Hollingsworth made a motion to approve the Consent Agenda. Cox Deckard

seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Emily Herr, Engineering, presented Public Improvements Bond Estimate for Osage Place Phase 1. See meeting packet for details.

Board Comments: Cox Deckard followed up on a question that was asked during the work session regarding the walking path project. Herr answered that the petitioner would be making a contribution to the project to construct a multi-use path. Herr said she would obtain more information at a later date and provide it to the Board.

Hollingsworth made a motion to approve Public Improvements Bond Estimate for Osage Place Phase 1. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Emily Herr, Engineering, presented Public Improvements Bond Estimate for Sudbury Parcel O Phase 2 Section 4. See meeting packet for details.

Board Comments: Hollingsworth asked about the grading permit. Herr answered that Smith Design is working with City staff to get a grading permit application submitted. Katie Stein, Smith Design, agreed with Herr. Stein said that there has been some confusion on the application, but she had been in contact with the Engineering department and the application would be submitted in the next two weeks.

Hollingsworth made a motion to approve Public Improvements Bond Estimate for Sudbury Parcel O Phase 2 Section 4. Cox Deckard seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Cox Deckard voted yes. Motion is passed.

Adam Wason, Public Works, wished everyone a Happy New Year. Updated the Board on leafing season. Wason said they did finish up a couple of days later than expected. Mentioned that the Street Division is ready for any winter weather that might occur. Snow removal will include some additional areas, including some pedestrian walks and overpasses on I69.

No claims available.

Cox Deckard called for adjournment at 5:50 p.m.

Accepted By:

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Date:

Attest to:

NEW BUSINESS
**Public Improvements Bond
Estimate for Osage Place Phase 1**

**Public Improvements Bond
Estimate for Sudbury Parcel O
Phase 2 Section 4**

**STAFF REPORTS AND
OTHER BUSINESS**

CLAIMS

ADJOURNMENT



Board of Public Works Staff Report

Project/Event: Approve Public Improvements Bond Estimate for Alacrity Investments (2306 and 2310 W 3rd Street)

Staff Representative: Emily Herr

Petitioner/Representative: Alacrity Investments c/o Sukhvinder Mehta
Douglas Graham, Bynum Fanyo Associates

Date: 1/18/2022

Report: The property located at 2306 and 2310 W 3rd Streets received secondary plat approval by the Plan Commission on October 13, 2021 per case DP-29-21 to subdivide one property into two properties. No new development or building proposal has been submitted for the western portion of the property at this time, however, one of the subdivision development standards requires transportation facilities to meet the Transportation Plan guidance. There is an existing 5-foot sidewalk along the property frontage that was installed by the City with a previous project along the 3rd Street corridor and the Transportation Plan calls for a 10-foot sidewalk to be installed in its place. The existing sidewalk needs to be removed in order for the new sidewalk to be installed properly. The petitioner has chosen to dedicate 50 feet of right-of-way which will include the 10-foot sidewalk.

A condition of approval for this secondary plat is for the petitioner to install or bond for the required public improvements. The public improvements bond must be not less than one-hundred and twenty-five percent of the approved estimate of the total improvement construction cost of the project. The Board of Public Works approves the bond estimate for the public improvements and if approved, the bond will be secured by the petitioner.

The bond estimate was reviewed and found to be acceptable by City staff. A performance bond estimate for the public improvements associated with the resubdivision of 2306 and 2310 W 3rd Street in the amount of \$18,992 has been provided for Board Approval. If the subsequent grading permit review results in a required change, a revised bond estimate will be brought for Board of Public Works approval. A right-of-way use permit will be required prior to construction.

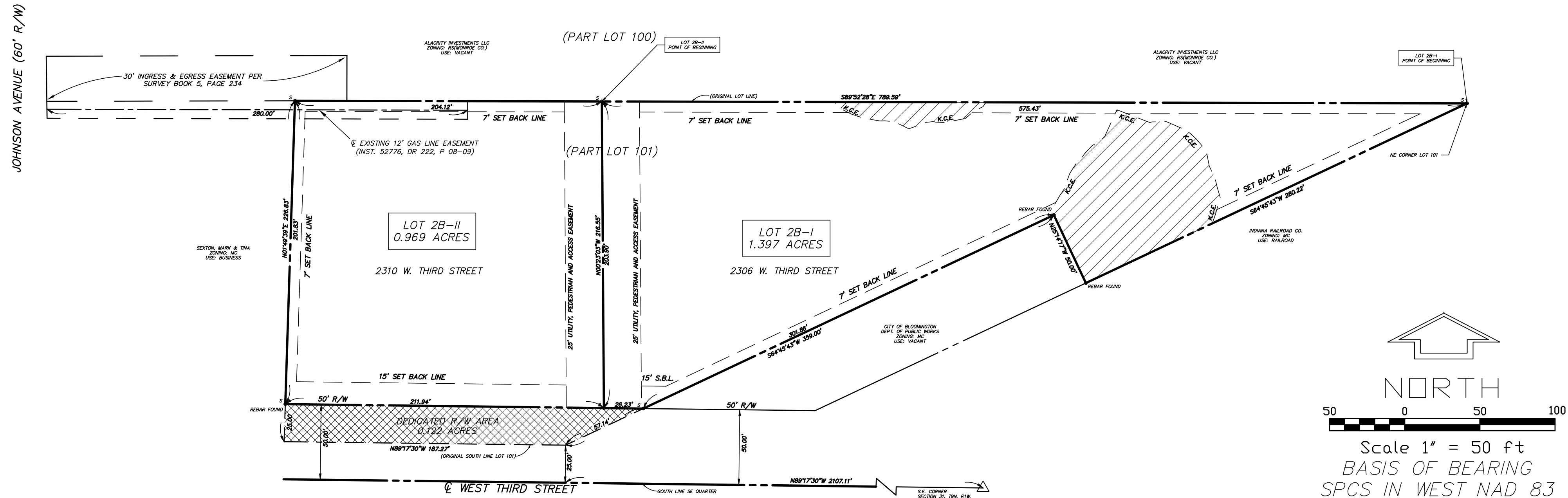
December 21, 2021

SIDEWALK CONSTRUCTION ESTIMATE

[illegible]

RE-SUBDIVISION OF TRACT 2, PART OF LOTS 100 AND 101 MAPLE GROVE BABY FARMS PLAT AMENDMENT

FINAL PLAT
A PART OF THE SE 1/4 OF SECTION 31, T9N, R1W



SETBACK TABLE			
MC (MIXED USE CORRIDOR)			
	FRONT YARD SETBACK	SIDE YARD SETBACK	REAR YARD SETBACK
	15' FROM R-O-W	7'	7'
PARKING	20' BEHIND PRIMARY STRUCTURE FRONT WALL		

SIDEWALK NOTE:

Developer will be responsible for increasing the width of the sidewalk within the dedicated right of way to a total width of ten (10) feet during future development.

LEGEND

- ▲ = EXISTING HYDRANT
- = EXISTING STORM MANHOLE
- = EXISTING STORM CURB INLET
- = EXISTING SANITARY MANHOLE
- = EXISTING WATER METER
- = EXISTING AC UNIT
- = EXISTING GAS METER
- = REBAR FOUND
- ✱ = EXISTING POWER POLE
- △ = SECTION CORNER
- ⊙ = REBAR (TO BE SET)

- — — — — = LOT LINE
- - - - - = SETBACK & EASEMENT LINE
- ▨ = KARST CONSERVANCY EASEMENT

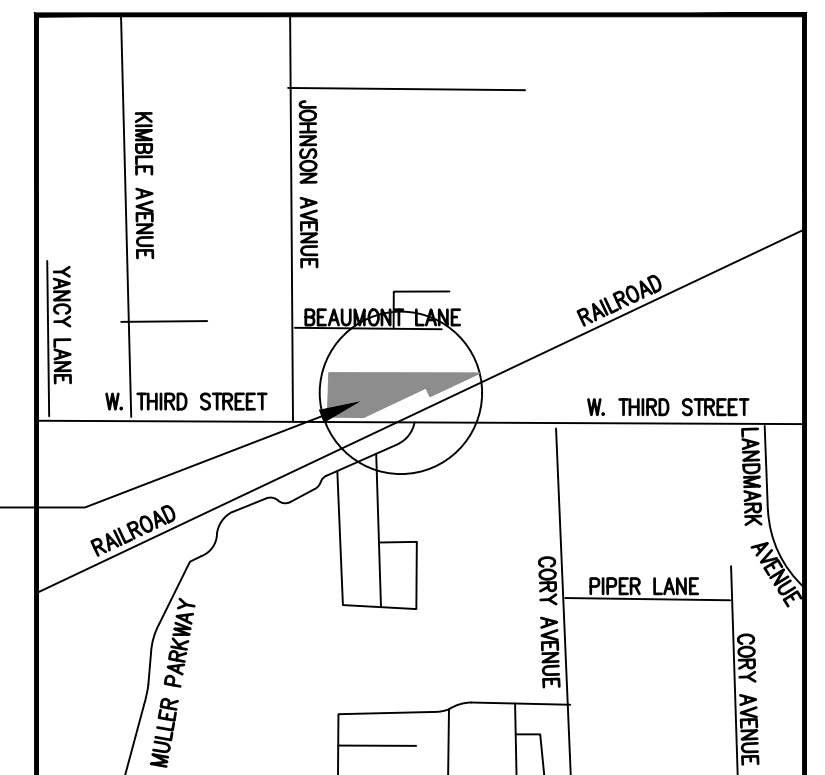
OWNER/SUBDIVIDER/DEVELOPER

NAME: ALACRITY INVESTMENTS, LLC
c/o SUKHVINDER MEHTA
ADDRESS: 3907 E. BRECKENMORE DR.
BLOOMINGTON, IN 47401
TELEPHONE: 812-350-4475

DESIGN PROFESSIONALS

NAME: BYNUM FANYO & ASSOCIATES, INC.
ADDRESS: 528 NORTH WALNUT STREET
BLOOMINGTON, INDIANA 47404
TELEPHONE: 812-332-8030

PROJECT LOCATION



LOCATION MAP

1" = 1000'

RESUBDIVISION OF TRACT 2
PART OF LOTS 100 AND 101 MAPLE
GROVE BABY FARMS PLAT AMENDMENT

FINAL PLAT
PLAT PREPARED: NOVEMBER 4, 2021
JOB NO.: 5021052
SHEET 1 OF 2

RE-SUBDIVISION OF TRACT 2,
PART OF LOTS 100 AND 101 MAPLE GROVE BABY FARMS PLAT AMENDMENT

PRELIMINARY PLAT
A PART OF THE SE 1/4 OF SECTION 31, T9N, R1W

EASEMENT NOTES:

KARST CONSERVANCY EASEMENT

1. PROHIBITS ANY LAND-DISTURBING ACTIVITIES, INCLUDING THE PLACEMENT OF A FENCE, WITHIN THE EASEMENT AREA. MOWING IS ALLOWED WITHIN THE EASEMENT AREA.
2. ALLOWS THE REMOVAL OF DEAD OR DISEASED TREES THAT POSE A SAFETY RISK OR IMPEDE DRAINAGE AS WELL AS ALLOWING THE REMOVAL OF EXOTIC OR INVASIVE SPECIES, ONLY AFTER FIRST OBTAINING WRITTEN APPROVAL FROM THE PLANNING AND TRANSPORTATION DEPARTMENT.
3. GRANTS THE CITY THE RIGHT TO ENTER THE PROPERTY TO INSPECT THE EASEMENT AND ALTER OR REPAIR THE KARST FEATURE.
4. ALL KARST CONSERVANCY EASEMENTS SHALL BE IDENTIFIED WITH PUBLIC SIGNS LOCATED ALONG THE BOUNDARY OF THE EASEMENT. PUBLIC SIGNS SHALL BE PLACED AT INTERVALS OF NO MORE THAN 200 FEET, AND EACH PUBLIC SIGN SHALL BE A MAXIMUM OF ONE AND ONE-HALF SQUARE FEET IN AREA. A MINIMUM OF ONE PUBLIC SIGN IS REQUIRED, REGARDLESS OF EASEMENT SIZE. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING REQUIRED SIGNAGE.
5. ANY USE OF PESTICIDES, HERBICIDES, OR FERTILIZERS IS PROHIBITED WITHIN THE EASEMENT AREA.
6. ALLOWS, IN CASES WHERE REMOVAL OF EXOTIC OR INVASIVE SPECIES IS PROPOSED, THE RESTORATION OF DISTURBED AREAS WITH NATIVE PLANT MATERIAL. WRITTEN APPROVAL FROM THE PLANNING AND TRANSPORTATION DEPARTMENT IS REQUIRED PRIOR TO ANY PROPOSED RESTORATION.

PEDESTRIAN ACCESS & UTILITY EASEMENT:

PEDESTRIAN EASEMENT

1. GRANTS THE GENERAL PUBLIC THE RIGHT TO ACCESS THE PEDESTRIAN EASEMENT FOR PURPOSES OF WALKING, RUNNING, BICYCLING, SKATING, OR USING SMALL MOTORIZED AND NON-MOTORIZED VEHICLES APPROVED BY THE CITY.
2. GRANTS THE CITY THE RIGHT TO CONSTRUCT, ALTER, REPAIR, MAINTAIN, OR REMOVE IMPROVEMENTS WITHIN THE EASEMENT AREA.
3. PROHIBITS THE PLACEMENT OF ANY OBSTRUCTION WITHIN THE PEDESTRIAN EASEMENT.

ACCESS EASEMENT

1. GRANTS THE GENERAL PUBLIC THE RIGHT TO ACCESS THE ACCESS EASEMENT FOR PURPOSES OF VEHICULAR TRAFFIC ACCESSING THE PROPERTY FROM THIRD STREET.
2. GRANTS THE CITY THE RIGHT TO CONSTRUCT, ALTER, REPAIR, MAINTAIN, OR REMOVE IMPROVEMENTS WITHIN THE EASEMENT AREA.
3. PROHIBITS THE PLACEMENT OF ANY OBSTRUCTION WITHIN THE ACCESS EASEMENT.

UTILITY EASEMENT

1. SHALL ALLOW BOTH PRIVATE AND PUBLIC UTILITY PROVIDERS ACCESS ASSOCIATED WITH THE INSTALLATION, MAINTENANCE, REPAIR, OR REMOVAL OF UTILITY FACILITIES.
2. PROHIBITS THE PLACEMENT OF ANY UNAUTHORIZED OBSTRUCTION WITHIN THE EASEMENT AREA UNLESS AUTHORIZED BY THE CITY UTILITIES DEPARTMENT AND THE EASEMENT HOLDER(S).

LEGAL DESCRIPTION – OVERALL PERIMETER:

A PART OF LOT 101 IN MAPLE GROVE BABY FARMS, AN ADDITION TO THE CITY OF BLOOMINGTON, INDIANA BEING A PART OF SECTION 31, TOWNSHIP 9 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 101 AT THE NORTH RIGHT OF WAY OF THE INDIANA RAILROAD; THENCE SOUTH 64 DEGREES 45 MINUTES 43 SECONDS WEST 280.22 FEET ALONG THE SOUTH LINE OF SAID LOT AND SAID RAILROAD RIGHT OF WAY; THENCE NORTH 25 DEGREES 14 MINUTES 17 SECONDS WEST 50.00 FEET; THENCE SOUTH 64 DEGREES 45 MINUTES 43 SECONDS WEST 359.00 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 30 SECONDS WEST 187.27 FEET; THENCE NORTH 01 DEGREE 49 MINUTES 39 SECONDS EAST 226.83 FEET TO THE NORTH LINE OF SAID LOT 101; THENCE SOUTH 89 DEGREES 52 MINUTES 28 SECONDS EAST 789.59 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 2.488 ACRES, MORE OR LESS.

LEGAL DESCRIPTION – RIGHT OF WAY DEDICATION:

A PART OF LOT 101 IN MAPLE GROVE BABY FARMS, AN ADDITION TO THE CITY OF BLOOMINGTON, INDIANA BEING A PART OF SECTION 31, TOWNSHIP 9 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 101 AT THE NORTH RIGHT OF WAY OF THE INDIANA RAILROAD; THENCE SOUTH 64 DEGREES 45 MINUTES 43 SECONDS WEST 280.22 FEET ALONG THE SOUTH LINE OF SAID LOT AND SAID RAILROAD RIGHT OF WAY; THENCE NORTH 25 DEGREES 14 MINUTES 17 SECONDS WEST 50.00 FEET; THENCE SOUTH 64 DEGREES 45 MINUTES 43 SECONDS WEST 301.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 64 DEGREES 45 MINUTES 43 SECONDS WEST 57.14 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 30 SECONDS WEST 187.27 FEET; THENCE NORTH 01 DEGREE 49 MINUTES 39 SECONDS EAST 25.00 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 30 SECONDS EAST 238.16 FEET TO THE POINT OF BEGINNING, CONTAINING 0.122 ACRES MORE OR LESS. THE PURPOSE OF THIS DESCRIPTION IS TO CREATE AN EVEN 50 FOOT RIGHT OF WAY FOR WEST THIRD STREET FROM THE SOUTH LINE OF SAID SECTION 31.

LEGAL DESCRIPTION – LOT 2B-I

A PART OF LOT 101 IN MAPLE GROVE BABY FARMS, AN ADDITION TO THE CITY OF BLOOMINGTON, INDIANA BEING A PART OF SECTION 31, TOWNSHIP 9 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 101 AT THE NORTH RIGHT OF WAY OF THE INDIANA RAILROAD; THENCE SOUTH 64 DEGREES 45 MINUTES 43 SECONDS WEST 280.22 FEET ALONG THE SOUTH LINE OF SAID LOT AND SAID RAILROAD RIGHT OF WAY; THENCE NORTH 25 DEGREES 14 MINUTES 17 SECONDS WEST 50.00 FEET; THENCE SOUTH 64 DEGREES 45 MINUTES 43 SECONDS WEST 301.86 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 30 SECONDS WEST 26.23 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 03 SECONDS WEST 203.90 FEET TO THE NORTH LINE OF SAID LOT 101; THENCE SOUTH 89 DEGREES 52 MINUTES 28 SECONDS EAST 575.43 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 1.397 ACRES, MORE OR LESS.

LEGAL DESCRIPTION – TRACT 2B-II:

A PART OF LOT 101 IN MAPLE GROVE BABY FARMS, AN ADDITION TO THE CITY OF BLOOMINGTON, INDIANA BEING A PART OF SECTION 31, TOWNSHIP 9 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 101; THENCE NORTH 89 DEGREES 52 MINUTES 28 SECONDS WEST 575.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 23 MINUTES 03 SECONDS EAST 203.90 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 30 SECONDS WEST 211.94 FEET; THENCE NORTH 01 DEGREES 49 MINUTES 39 SECONDS WEST 201.83 FEET TO THE NORTH LINE OF SAID LOT 101; THENCE SOUTH 89 DEGREES 52 MINUTES 28 SECONDS EAST 204.12 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 0.969 ACRES, MORE OR LESS.

OWNER CERTIFICATION:

THE UNDERSIGNED, ALACRITY INVESTMENTS, LLC., AN INDIANA CORPORATION, BY SUKHVINDER MEHTA, AGENT, BEING THE OWNER OF THE ABOVE DESCRIBED REAL ESTATE, DOES HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THIS PLAT. THIS WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS RE-SUBDIVISION OF TRACT 2, PART LOTS 100 AND 101 MAPLE GROVE BABY FARMS PLAT AMENDMENT,

ALL ADDITIONAL ROAD RIGHT-OF-WAYS SHOWN AND NOT PREVIOUSLY DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC.

IN WITNESS WHEREOF, ALACRITY INVESTMENTS, LLC., AN INDIANA CORPORATION, BY SUKHVINDER MEHTA, AGENT, HAS HEREUNTO

EXECUTED THIS _____ DAY OF _____, 2021

BY: _____
NAME: SUKHVINDER MEHTA

NOTARY CERTIFICATION:

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PRESONALLY APPEARED SUKHVINDER MEHTA, AGENT OF ALACRITY INVESTMENTS, LLC., BEING THE OWNER OF THE DESCRIBED REAL ESTATE AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING PLAT FOR THE REAL ESTATE KNOWN AS RE-SUBDIVISION OF TRACT 2, PART LOTS 100 AND 101 MAPLE GROVE BABY FARMS PLAT AMENDMENT, AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2021.

_____, NOTARY PUBLIC

COUNTY OF RESIDENCE: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL OF PLAN COMMISSION

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

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD:

SCOTT ROBINSON, DIRECTOR OF PLANNING AND TRANSPORTATION

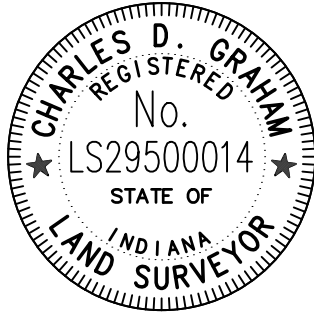
SURVEYOR'S CERTIFICATE:

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

DATED THIS _____ DAY OF _____, 2021

C. D. GRAHAM
REGISTERED LAND SURVEYOR 29500014
STATE OF INDIANA

I, C. D. GRAHAM, 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.



RESUBDIVISION OF TRACT 2
PART OF LOTS 100 AND 101 MAPLE
GROVE BABY FARMS PLAT AMENDMENT

FINAL PLAT
PLAT PREPARED: NOVEMBER 4, 2021
JOB NO.: 5021052
SHEET 2 OF 2



Board of Public Works Staff Report

Project/Event: Approve Public Improvements Bond Estimate for Mill Creek Phase 2 Section 2

Staff Representative: Emily Herr

Petitioner/Representative: Public Investment Corporation
Katie Stein, Smith Design Group

Date: 1/18/2022

Report: The project named Mill Creek, located at 2700 W. Tapp Road, will start installing streets, sidewalks, utilities, and other public improvements under a grading permit for Phase 2 Section 2 once approved by City Staff. All associated public improvements will become public once accepted by the City. A public improvements bond is required to cover the installation of public improvements and be not less than one-hundred and twenty-five percent of the approved estimate of the total improvement construction cost of the project. The Board of Public Works approves the bond estimate for the public improvements and if approved, the bond will be secured by the petitioner.

The secondary plat for Phase 2 Section 2 of the Mill Creek Subdivision was approved by the Plan Commission on December 13, 2021 under case # DP-39-21. The secondary plat was approved for the subdivision 29.76 acres for 6 commercial lots and 2 common area lots in a Mixed-Use Employment zoning district. This was approved per terms and conditions of Plan Commission Case #PUD-27-17. The proposed Common Area lot #30 will be dedicated to the Parks Foundation for inclusion with the adjacent Wapehani Park. All of the internal roads will be public and the required amount of right-of-way has been shown that is consistent with the approved preliminary plat and approved cross sections.

The bond estimate was reviewed and found to be acceptable by City staff. A performance bond estimate for \$1,250,611 for Mill Creek Phase 2 Section 2 has been provided for Board Approval. If the subsequent grading permit review results in a required change, a revised bond estimate will be brought for Board of Public Works approval.

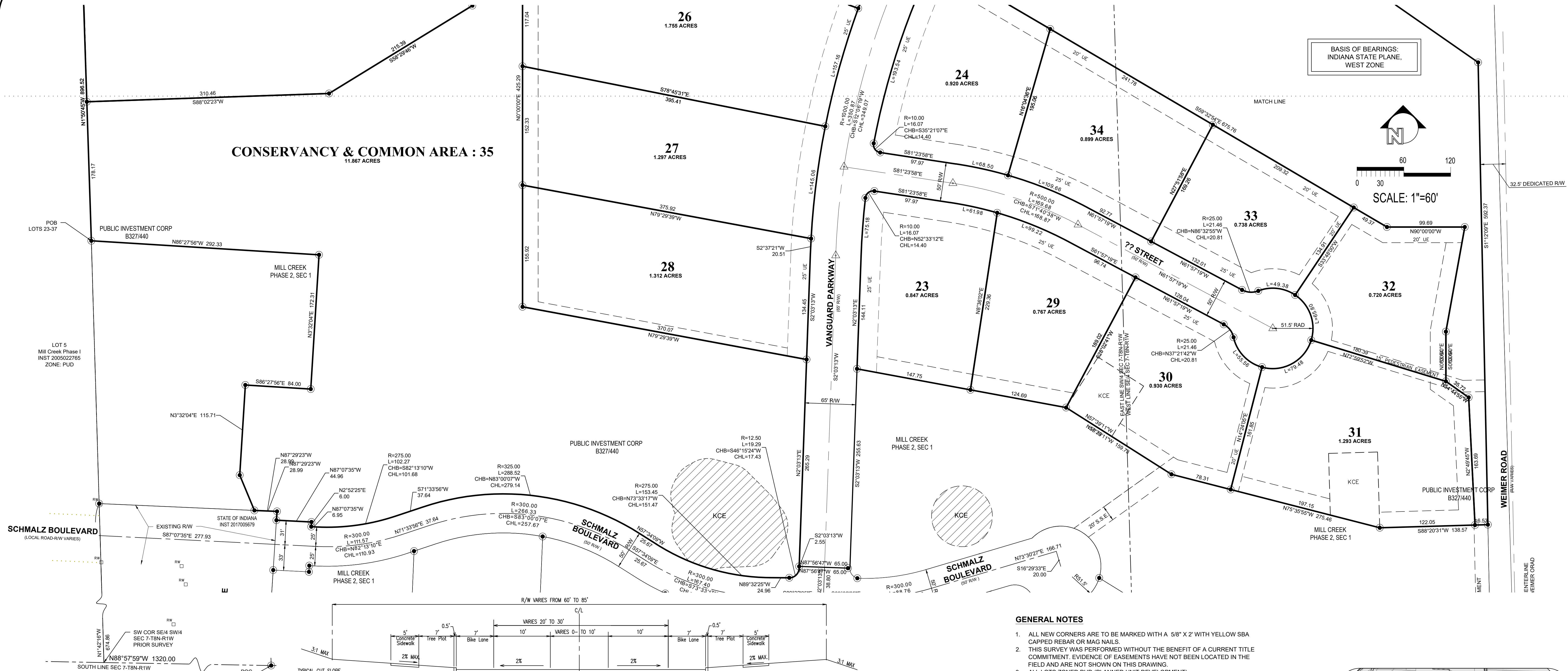
MILL CREEK PUD

Phase 2 Section 2

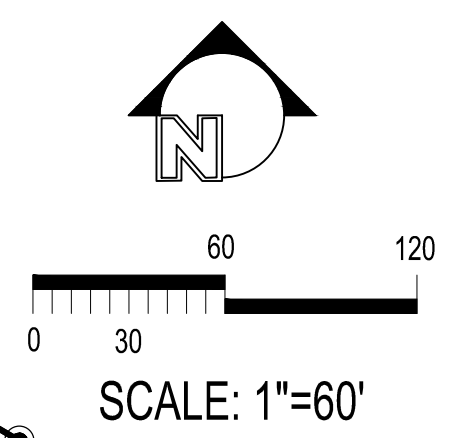
Job No. 5449

SMITH DESIGN GROUP, INC.

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Common Excavation	16000	CYS	\$8.00	\$128,000
2	Clearing	2	ACRES	\$15,000.00	\$30,000
3	HMA Surface for Road, 1.5"	308	TONS	\$100.00	\$30,807
4	HMA Intermediate for Road, 2.5"	513	TONS	\$85.00	\$43,644
5	HMA Base for Road, 3"	560	TONS	\$71.00	\$39,770
6	Compacted Aggregate for Road, Base No. 53, Type "O", 18"	3697	TONS	\$24.00	\$88,725
7	Sidewalk, Concrete 4"	982	SYS	\$34.00	\$33,375
8	Compacted Aggregate 6" Base, No. 53, Type "O" for Sidewalks	648	TONS	\$26.00	\$16,845
9	Concrete Ramps	6	EACH	\$1,200.00	\$7,200
10	Standing Curb, Concrete, 6"	2038	LFT	\$40.00	\$81,508
11	Pavement Markings, Crosswalk, White, 6"	447	LFT	\$18.00	\$8,046
12	Pavement Markings, Bike Path	3323	LFT	\$20.00	\$66,460
13	Pavement Markings, Bike Path Symbol	8	EACH	\$250.00	\$2,000
14	Canopy Trees	66	EACH	\$600.00	\$39,600
15	Street Trees	53	EACH	\$450.00	\$23,850
16	Signage	1	LSUM	\$12,000.00	\$12,000
17	Curb Inlet, East Jordan, AE 7505	22	EACH	\$2,400.00	\$52,800
18	Yard Inlet, East Jordan, AE 6610	4	EACH	\$2,200.00	\$8,800
19	Pipe, ADS N-12, 12in	632	LFT	\$27.00	\$17,064
20	Pipe, ADS N-12, 18in	514	LFT	\$30.00	\$15,420
21	Pipe, ADS N-12, 24in	27	LFT	\$35.00	\$945
22	Pipe, ADS N-12, 30 in	122	LFT	\$75.00	\$9,150
23	Pipe End Section, 24in	2	EACH	\$450.00	\$900
24	Pipe End Section, 30 in	2	EACH	\$600.00	\$1,200
25	DIP for Water Main, 8"	881	LFT	\$100.00	\$88,100
26	Fire Hydrant	3	EACH	\$5,600.00	\$16,800
27	Future Service Stub	3	EACH	\$500.00	\$1,500
28	Water Valve, 8"	10	EACH	\$1,800.00	\$18,000
29	8" P.V.C. for Sanitary Main	1228	LFT	\$60.00	\$73,680
30	Sanitary Manhole	7	EACH	\$3,600.00	\$25,200
31	Sanitary Clean-out	8	EACH	\$550.00	\$4,400
32	Sanitary Lateral, SDR 35 PVC, 6"	245	LFT	\$60.00	\$14,700
				Total Estimate	\$1,000,489
				25% Bonding Total	\$250,122
				Total Bond	\$1,250,611



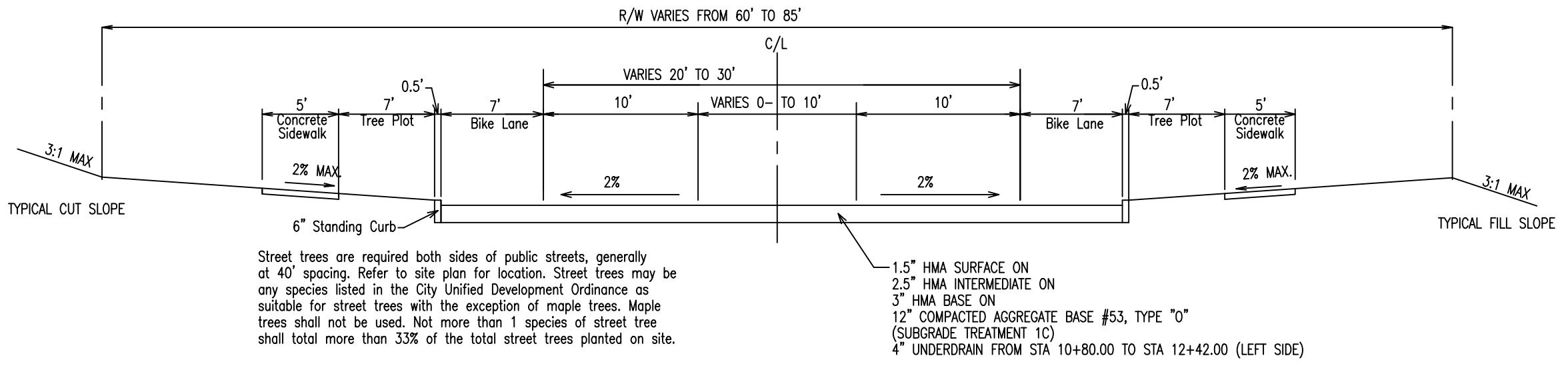
BASIS OF BEARINGS:
INDIANA STATE PLANE,
WEST ZONE



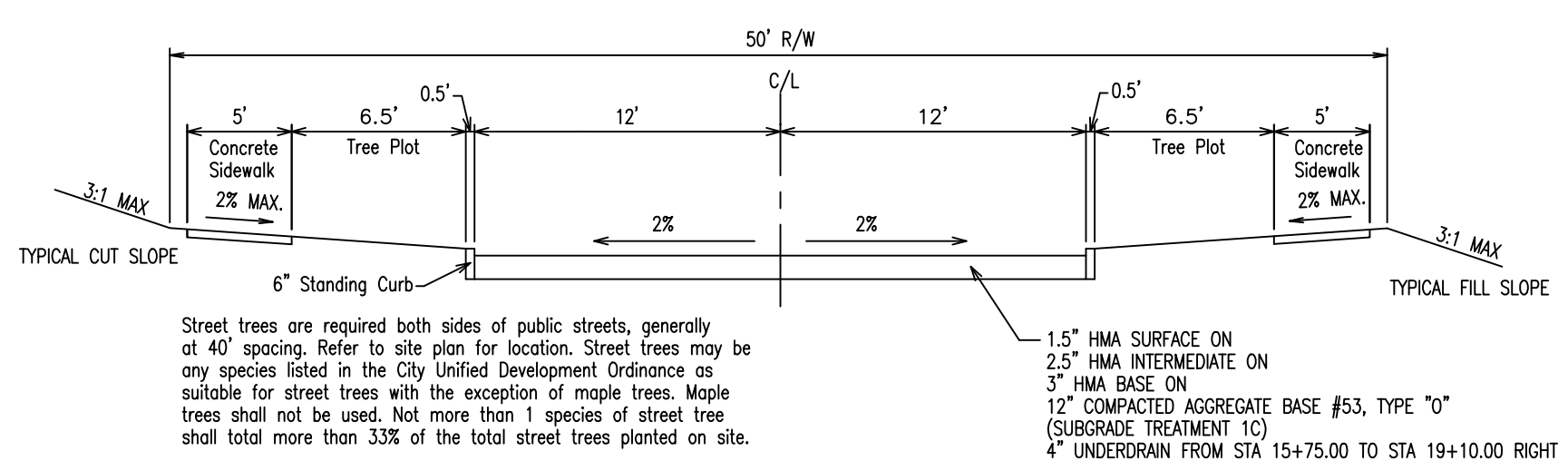
SCALE: 1"=60'

GENERAL NOTES

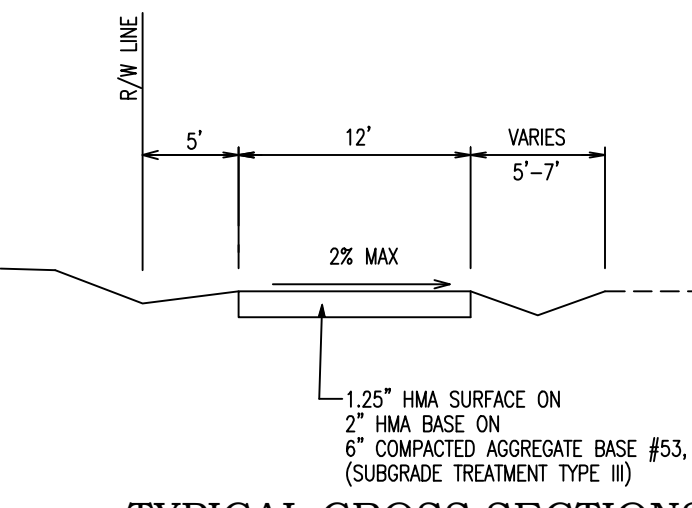
1. ALL NEW CORNERS ARE TO BE MARKED WITH A 5/8" X 2" WITH YELLOW SBA CAPPED REBAR OR MAG NAILS.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EVIDENCE OF EASEMENTS HAVE NOT BEEN LOCATED IN THE FIELD AND ARE NOT SHOWN ON THIS DRAWING.
3. ALL LOTS ZONED PUD (PLANNED UNIT DEVELOPMENT).
4. REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS. A BOUNDARY SURVEY OF THE SUBJECT PROPERTY BY THIS FIRM IN PERFORMANCE OF JOB 989-B AND 3317. MILL CREEK, PHASE 1 FINAL PLAT (INST 2005022765) BLEDSOE TAPP & RIGGERT, INC., JOB 2070
5. ALL REAL ESTATE IS SUBJECT TO THE FACILITIES MAINTENANCE PLAN INSTRUMENT



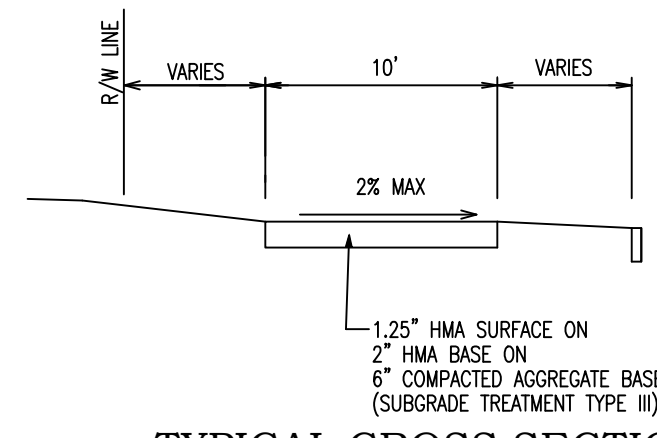
TYPICAL CROSS SECTIONS FOR VANGUARD PARKWAY PUBLIC STREET
NO SCALE



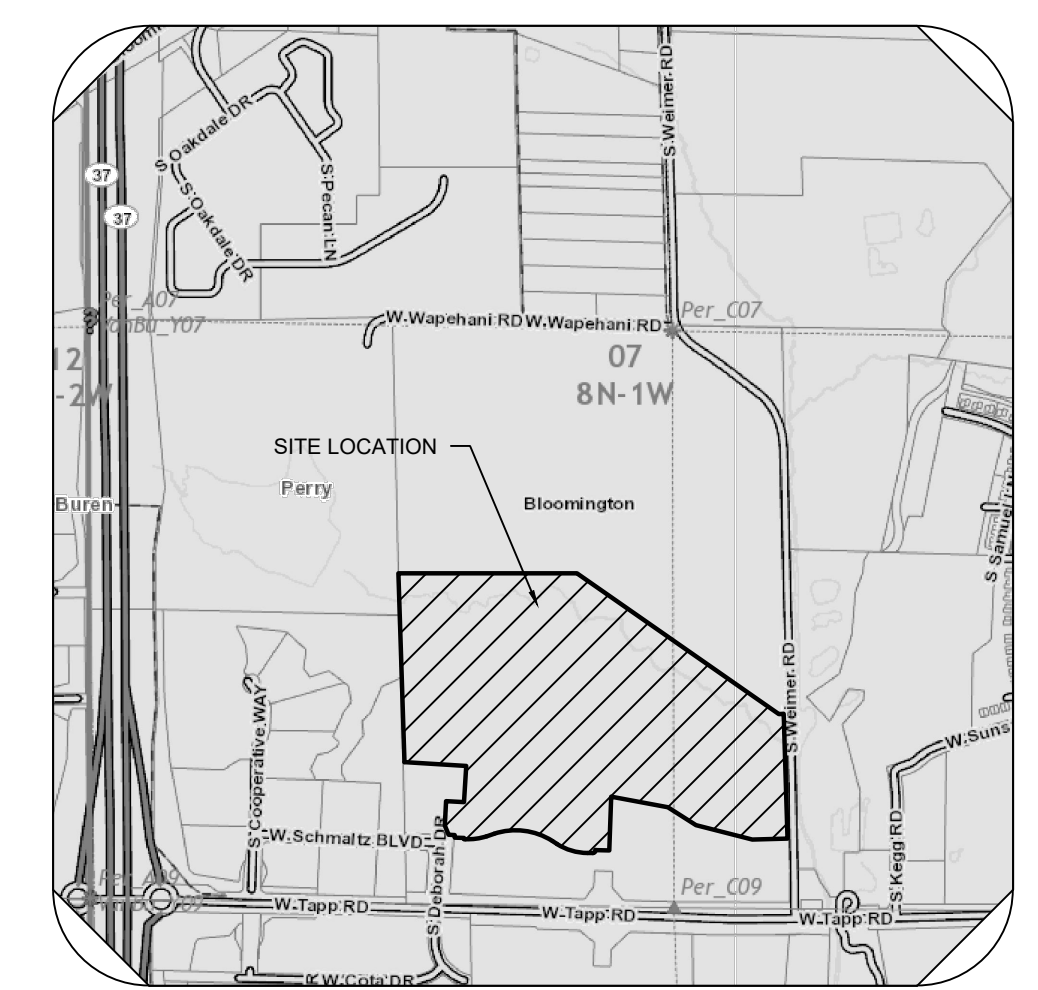
TYPICAL CROSS SECTIONS FOR ?? STREET PUBLIC STREET
NO SCALE



TYPICAL CROSS SECTIONS FOR
MULTI-USE PATH ALONG WEIMER ROAD
NO SCALE



TYPICAL CROSS SECTIONS FOR
MULTI-USE PATH ALONG TAPP ROAD
NO SCALE



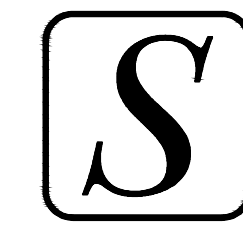
LOCATION MAP
No Scale

LEGEND		
RR SPIKE	M	MEASURED
STONE	P	PLATTED
REBAR	R	RECORD
IRON PIPE	FRB	FOUND REBAR
MAG NAIL	SRB	SET REBAR
R/W MONUMENT	FIP	FOUND IRON PIPE
	FRS	FOUND RAILROAD SPIKE
	FMAG	FOUND MAG NAIL
	SMAG	SET MAG NAIL
	B/C	BUILDING CORNER
	FND	FOUND
	B.G.	BELOW GRADE
	A.G.	ABOVE GRADE
	B.S.B	BUILDING SETBACK
	K.C.E.	KARST CONSERVANCY EASEMENT
	S.S.E.	SANITARY SEWER EASEMENT
	U.E.	UTILITY EASEMENT
	D & U.E.	DRAINAGE AND UTILITY EASEMENT

PERRY TOWNSHIP
SECTION 7
TOWNSHIP 8 NORTH
RANGE 1 WEST

OWNER OF RECORD
PUBLIC INVESTMENT CORPORATION
DEED BOOK 327, PAGE 440

SETBACKS
FRONT YARD - 35 FEET
SIDE YARD - 20 FEET
REAR YARD - 20 FEET



MILL CREEK PHASE 2 SECTION 2 FINAL PLAT

SMITH DESIGN GROUP, INC., 2755 E. CANADA DR., STE 101, BLOOMINGTON, INDIANA 47401
T: 812.336.6536 W: www.smithdgcinc.com

JOB 5449
PAGE 1 OF 3

PLAT DATED: OCTOBER 28, 2021

ty Park
ation

POTENTIAL DEDICATION TO CITY OF
BLOOMINGTON PARKS DEPARTMENT

37
9.049 ACRES

25
1.310 ACRES

26
1.755 ACRES

24
0.920 ACRES

CONSERVANCY & COMMON AREA : 36
4.823 ACRES

34
0.899 ACRES

CONSERVANCY & COMMON AREA : 35

PERRY TOWNSHIP
SECTION 7
TOWNSHIP 8 NORTH
RANGE 1 WEST

OWNER OF RECORD
PUBLIC INVESTMENT CORPORATION
DEED BOOK 327, PAGE 440

SETBACKS
FRONT YARD - 35 FEET
SIDE YARD - 20 FEET
REAR YARD - 20 FEET

LEGEND

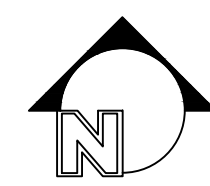
RR SPIKE	M	MEASURED
STONE	P	PLATTED
REBAR	R	RECORD
SRB	FRB	FOUND REBAR
IRON PIPE	SRB	SET REBAR
MAG NAIL	FIP	FOUND IRON PIPE
RRW MONUMENT	FRS	FOUND RAILROAD SPIKE
	FMAG	FOUND MAG NAIL
	SMAG	SET MAG NAIL
	B/C	BUILDING CORNER
	FND	FOUND
	B.G.	BELOW GRADE
	A.G.	ABOVE GRADE
	B.S.B	BUILDING SETBACK
	K.C.E.	KARST CONSERVANCY EASEMENT
	S.S.E.	SANITARY SEWER EASEMENT
	U.E.	UTILITY EASEMENT
	D & U.E.	DRAINAGE AND UTILITY EASEMENT

LOT ADDRESS TABLE

LOT	ADDRESS
23	??
24	??
25	??
26	??
27	??
28	??
29	??
30	??
31	??
32	??
33	??
34	??

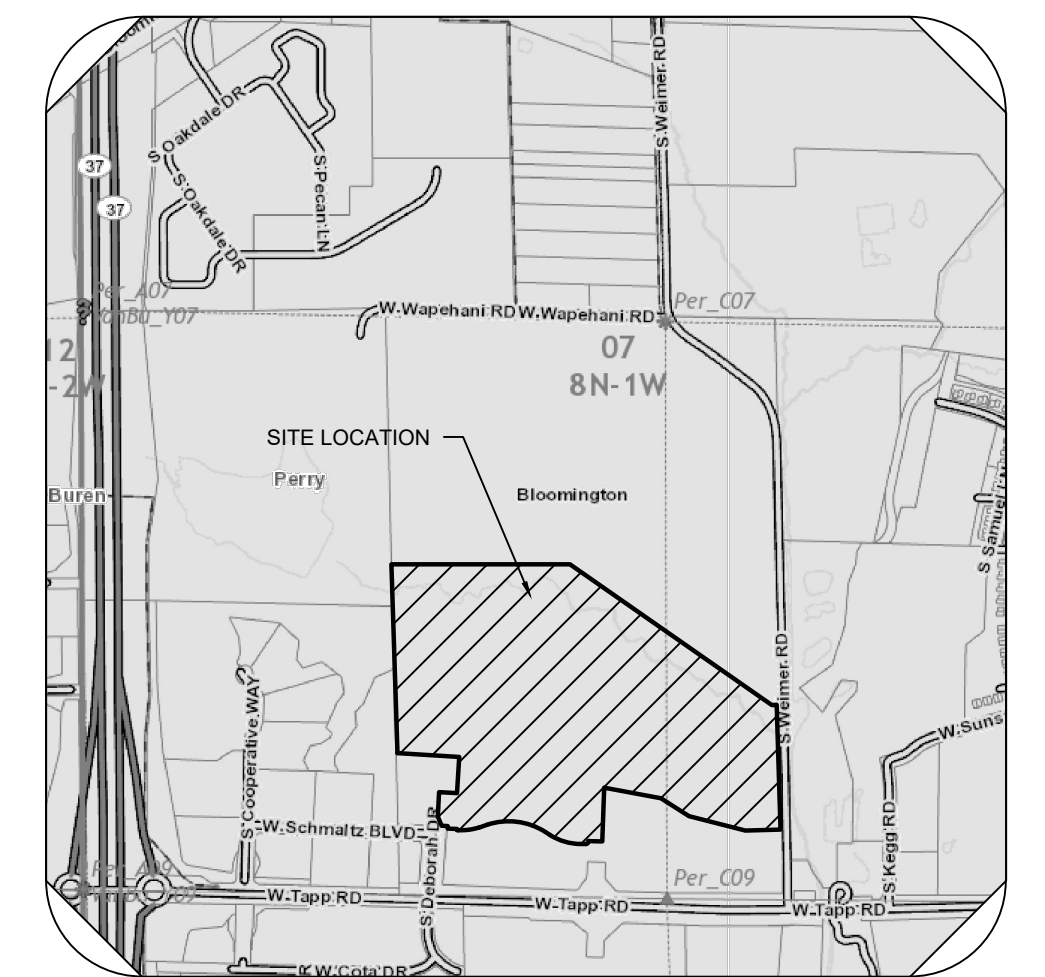
GENERAL NOTES

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- REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS:
A BOUNDARY SURVEY OF THE SUBJECT PROPERTY BY THIS FIRM IN PERFORMANCE OF JOB 989-B AND 3317.
MILL CREEK, PHASE I FINAL PLAT (INST 2005022765)
BLED SOE TAPP & RIGGERT, INC., JOB 2070
- ALL REAL ESTATE IS SUBJECT TO THE FACILITIES MAINTENANCE PLAN INSTRUMENT.



0 30 60 120
SCALE: 1"=60'

BASIS OF BEARINGS:
INDIANA STATE PLANE,
WEST ZONE



LOCATION MAP
No Scale



MILL CREEK PHASE 2 SECTION 2 FINAL PLAT

SMITH DESIGN GROUP, INC., 2755 E. CANADA DR., STE 101, BLOOMINGTON, INDIANA 47401
T: 812.336.6536 W: www.smithdgcinc.com

JOB 5449
PAGE 2 OF 3

PLAT DATED: OCTOBER 28, 2021

EASEMENT NOTES

Karst Conservancy Easement (KCE)

- (A) PROHIBITS ANY LAND-DISTURBING ACTIVITIES, INCLUDING THE PLACEMENT OF A FENCE, WITHIN THE EASEMENT AREA. MOWING IS ALLOWED WITHIN THE EASEMENT AREA.
- (B) ALLOWS THE REMOVAL OF DEAD OR DISEASED TREES THAT POSE A RISK OR IMPEDE DRAINAGE AS WELL AS ALLOWING THE REMOVAL OF EXOTIC INVASIVE SPECIES, ONLY AFTER FIRST OBTAINING WRITTEN APPROVAL FROM THE PLANNING DEPARTMENT.
- (C) GRANTS THE CITY THE RIGHT TO ENTER THE PROPERTY TO INSPECT THE EASEMENT AND ALTER OR REPAIR THE KARST FEATURE.
- (D) ALL KARST CONSERVANCY EASEMENTS SHALL BE IDENTIFIED WITH SIGNS LOCATED ALONG THE BOUNDARY OF THE EASEMENT. SIGNS SHALL BE PLACED AT INTERVALS OF NO MORE THAN TWO HUNDRED (200) FEET, AND EACH SIGN SHALL BE A MAXIMUM OF ONE AND A HALF (1.5) SQUARE FEET IN AREA. A MINIMUM OF ONE (1) SIGN IS REQUIRED, REGARDLESS OF EASEMENT SIZE.
- (E) ANY USE OF PESTICIDES, HERBICIDES, OR FERTILIZERS IS PROHIBITED WITHIN THE EASEMENT AREA.
- (F) ALLOWS, IN CASES WHERE REMOVAL OF EXOTIC INVASIVE SPECIES IS PROPOSED, THE RESTORATION OF DISTURBED AREAS WITH NATIVE PLANT MATERIAL. WRITTEN APPROVAL FROM THE PLANNING DEPARTMENT IS REQUIRED PRIOR TO ANY PROPOSED RESTORATION.

CONSERVANCY EASEMENT (CE)

- (A) PROHIBITS ANY LAND-DISTURBING ACTIVITIES INCLUDING THE PLACEMENT OF A FENCE, OR ALTERATION OF ANY VEGETATIVE COVER, INCLUDING MOWING, WITHIN THE EASEMENT.
- B) ALLOWS THE REMOVAL OF DEAD OR DISEASED TREES THAT POSE A SAFETY RISK OR IMPEDE DRAINAGE AS WELL AS ALLOWING THE REMOVAL OF EXOTIC INVASIVE SPECIES, ONLY AFTER FIRST OBTAINING WRITTEN APPROVAL FROM THE PLANNING DEPARTMENT.
- (C) ALL CONSERVANCY EASEMENTS SHALL BE IDENTIFIED WITH SIGNS LOCATED ALONG THE BOUNDARY OF THE EASEMENT. SIGNS SHALL BE PLACED AT INTERVALS OF NO MORE THAN TWO HUNDRED (200) FEET, AND EACH SIGN SHALL BE A MAXIMUM OF ONE AND A HALF (1.5) SQUARE FEET IN AREA. A MINIMUM OF ONE (1) SIGN IS REQUIRED, REGARDLESS OF EASEMENT SIZE.
- (D) ALLOWS, IN CASES WHERE REMOVAL OF EXOTIC INVASIVE SPECIES IS PROPOSED, THE RESTORATION OF DISTURBED AREAS WITH NATIVE PLANT MATERIAL. WRITTEN APPROVAL FROM THE PLANNING DEPARTMENT IS REQUIRED PRIOR TO ANY PROPOSED RESTORATION.

PEDESTRIAN ACCESS EASEMENT (PAE)

- AN EASEMENT OF VARIABLE WIDTH AS SHOWN ON THE PLAT DEDICATED TO THE CITY OF BLOOMINGTON AND THE GENERAL PUBLIC THAT:
- (A) GRANTS THE GENERAL PUBLIC THE RIGHT TO ACCESS THE PEDESTRIAN EASEMENT FOR PURPOSES OF WALKING, RUNNING, BICYCLING, SKATING, OR UTILIZING CERTAIN CLASSES OF NON-MOTORIZED VEHICLES.
- (B) GRANTS THE CITY THE RIGHT TO CONSTRUCT, ALTER, REPAIR, MAINTAIN, OR REMOVE IMPROVEMENTS WITHIN THE EASEMENT AREA.
- (C) PROHIBITS THE PLACEMENT OF ANY OBSTRUCTION WITHIN THE PEDESTRIAN EASEMENT.

UTILITY EASEMENT (UE)

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

EASEMENT GRANTS TO DUKE ENERGY PER INST 2017007149, 2017007150, 2017007151 ARE NOT SHOWN.
EASEMENT LOCATION TO BE CENTERED ON UTILITY LINE AFTER INSTALLATION.

LEGAL DESCRIPTION

LOTS 23-34

A PART OF THE SOUTH HALF OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON REBAR WITH A "BYNUM FANYO" STAMPED CAP MARKING THE LOCATION OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 1 WEST; THENCE, ALONG THE SOUTH LINE OF SAID SECTION 7, NORTH 88 DEGREES 57 MINUTES 59 SECONDS WEST 1320 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE, NORTH 01 DEGREES 42 MINUTES 16 SECONDS WEST 674.86 FEET TO A 5/8" IRON REBAR WITH A "SBA" OR SDG" STAMPED CAP, MARKING THE NORTHWEST CORNER OF LOT 14 IN THE MILL CREEK PHASE 2 SECTION 1 FINAL PLAT SUBDIVISION; THENCE NORTH 01 DEGREES 50 MINUTES 45 SECONDS 896.52 FEET TO A REBAR SET; THENCE SOUTH 89 DEGREES 59 MINUTES 21 SECONDS EAST 846.70 FEET; THENCE SOUTH 55 DEGREES 09 MINUTES 38 SECONDS 1168.22 FEET; THENCE SOUTH 01 DEGREES 12 MINUTES 09 SECONDS EAST 592.37 FEET; THENCE THE NEXT 5 COURSES ARE ALONG THE NORTH PERIMETER OF LOT 22 IN THE MILL CREEK PHASE 2 SECTION 1 FINAL PLAT SUBDIVISION 1) SOUTH 88 DEGREES 20 MINUTES 31 SECONDS WEST 138.572 FEET; 2) THENCE NORTH 75 DEGREES 35 MINUTES 55 SECONDS WEST 275.46 FEET; 3) THENCE NORTH 57 DEGREES 39 MINUTES 11 SECONDS WEST 159.73 FEET; 4) THENCE NORTH 79 DEGREES 29 MINUTES 39 SECONDS WEST 272.44 FEET TO THE EAST RIGHT OF WAY OF VANGUARD PARKWAY; 5) THENCE, ALONG SAID RIGHT OF WAY, SOUTH 02 DEGREES 03 MINUTES 13 SECONDS WEST 255.63 FEET; THENCE, CROSSING VANGUARD PARKWAY, NORTH 87 DEGREES 56 MINUTES 47 SECONDS WEST 65.00 FEET TO THE WEST RIGHT OF WAY OF VANGUARD PARKWAY; THENCE SOUTH 02 DEGREES 03 MINUTES 13 SECONDS WEST 2.55 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A CHORD BEARING OF SOUTH 46 DEGREES 15 MINUTES 24 SECONDS WEST, A LENGTH OF 19.29, AND A RADIUS OF 12.50 TO THE NORTH RIGHT OF WAY OF SCHMALZ BOULEVARD AND THE NEXT 11 COURSES ARE ALONG THE NORTH RIGHT OF WAY OF SCHMALZ BOULEVARD; 1) NORTH 89 DEGREES 32 MINUTES 25 SECONDS WEST 24.96 FEET; 2) THENCE ALONG A CURVE TO THE RIGHT WITH A CHORD BEARING OF NORTH 73 DEGREES 33 MINUTES 17 SECONDS WEST A LENGTH OF 153.45 FEET AND A RADIUS OF 275 FEET; 3) THENCE NORTH 57 DEGREES 34 MINUTES 09 SECONDS WEST 25.67 FEET; 4) THENCE ALONG A CURVE TO THE LEFT WITH A CHORD BEARING OF NORTH 83 DEGREES 00 MINUTES 07 SECONDS, A LENGTH OF 288.58 FEET, AND A RADIUS OF 325 FEET; 5) THENCE SOUTH 71 DEGREES 33 MINUTES 56 SECONDS WEST 37.64 FEET; 6) THENCE ALONG A CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 82 DEGREES 13 MINUTES 10 SECONDS WEST, A LENGTH OF 102.27 FEET, AND A RADIUS OF 275 FEET; 7) THENCE NORTH 87 DEGREES 07 MINUTES 35 SECONDS WEST 6.95 FEET; 8) THENCE NORTH 02 DEGREES 52 MINUTES 25 SECONDS EAST 6.00 FEET; 9) THENCE NORTH 87 DEGREES 07 MINUTES 35 SECONDS WEST 44.96 FEET; 10) THENCE NORTH 03 DEGREES 43 MINUTES 30 SECONDS EAST 11.32 FEET; 11) THENCE NORTH 87 DEGREES 29 MINUTES 23 SECONDS WEST 28.99 FEET TO THE SOUTHEAST CORNER OF LOT 14 IN MILL CREEK PHASE 2 SECTION 1 FINAL PLAT SUBDIVISION AND THE NEXT 5 COURSES ARE ALONG LOT 14 IN SAID SUBDIVISION'S PERIMETER; 1) THENCE NORTH 22 DEGREES 35 MINUTES 04 SECONDS WEST 48.91 FEET; 2) THENCE NORTH 03 DEGREES 32 MINUTES 04 SECONDS EAST 115.71 FEET; 3) THENCE SOUTH 89 DEGREES 27 MINUTES 56 SECONDS EAST 84.00 FEET; 4) THENCE NORTH 03 DEGREES 32 MINUTES 04 SECONDS EAST 172.31 FEET; 5) THENCE NORTH 86 DEGREES 27 MINUTES 56 SECONDS WEST 292.33 BACK TO THE POINT OF BEGINNING, CONTAINING 40.96 ACRES MORE OR LESS.

OWNER CERTIFICATION

THE UNDERSIGNED, PUBLIC INVESTMENT CORPORATION, AN INDIANA CORPORATION, BY THEODORE J. FERGUSON, PRESIDENT AND SECRETARY ASSISTANT, BEING THE OWNER OF THE ABOVE DESCRIBED REAL ESTATE, DOES HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THIS PLAT. THIS PLAT SHALL BE KNOWN AND DESIGNATED AS MILL CREEK SUBDIVISION PHASE 2 SECTION 1.

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

THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE AND IS HEREBY SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MILL CREEK TECHNOLOGY PARK, PER INSTRUMENT 2005024822 AND AMENDED BY INSTRUMENT 2006000280, AND AMENDED BY INSTRUMENT _____.

IN WITNESS WHEREOF, PUBLIC INVESTMENT CORPORATION, AN INDIANA CORPORATION, HAS HEREUNTO

EXECUTED THIS _____ DAY OF _____, 2021.

BY: _____
THEODORE J. FERGUSON, ITS PRESIDENT

BY: _____
,ITS SECRETARY ASSISTANT

NOTARY CERTIFICATION

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PERSONALLY APPEARED THEODORE J. FERGUSON, PERSONALLY KNOWN TO ME TO BE THE PRESIDENT OF PUBLIC INVESTMENT CORPORATION, AND LISA A CALKINS, PERSONALLY KNOWN TO ME TO BE THE SECRETARY ASSISTANT OF PUBLIC INVESTMENT CORPORATION, BEING THE OWNER OF THE DESCRIBED REAL ESTATE, AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING PLAT FOR THE REAL ESTATE KNOWN AS MILL CREEK SUBDIVISION PHASE 2 SECTION 1, AS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2021.

_____, NOTARY PUBLIC, SIGNATURE

_____, NOTARY PUBLIC, PRINTED

COUNTY OF RESIDENCE: _____

MY COMMISSION EXPIRES: _____

COMMISSION NO : _____

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

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

APPROVED BY THE BOARD OF PUBLIC WORKS AT A MEETING HELD:

PRESIDENT

MEMBER

MEMBER

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD:

THERESA PORTER, DIRECTOR OF PLANNING AND TRANSPORTATION

PRESIDENT OF PLAN COMMISSION

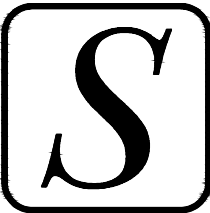
SURVEYOR'S CERTIFICATE

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

DATED THIS 28th DAY OF OCTOBER, 2021.

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

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



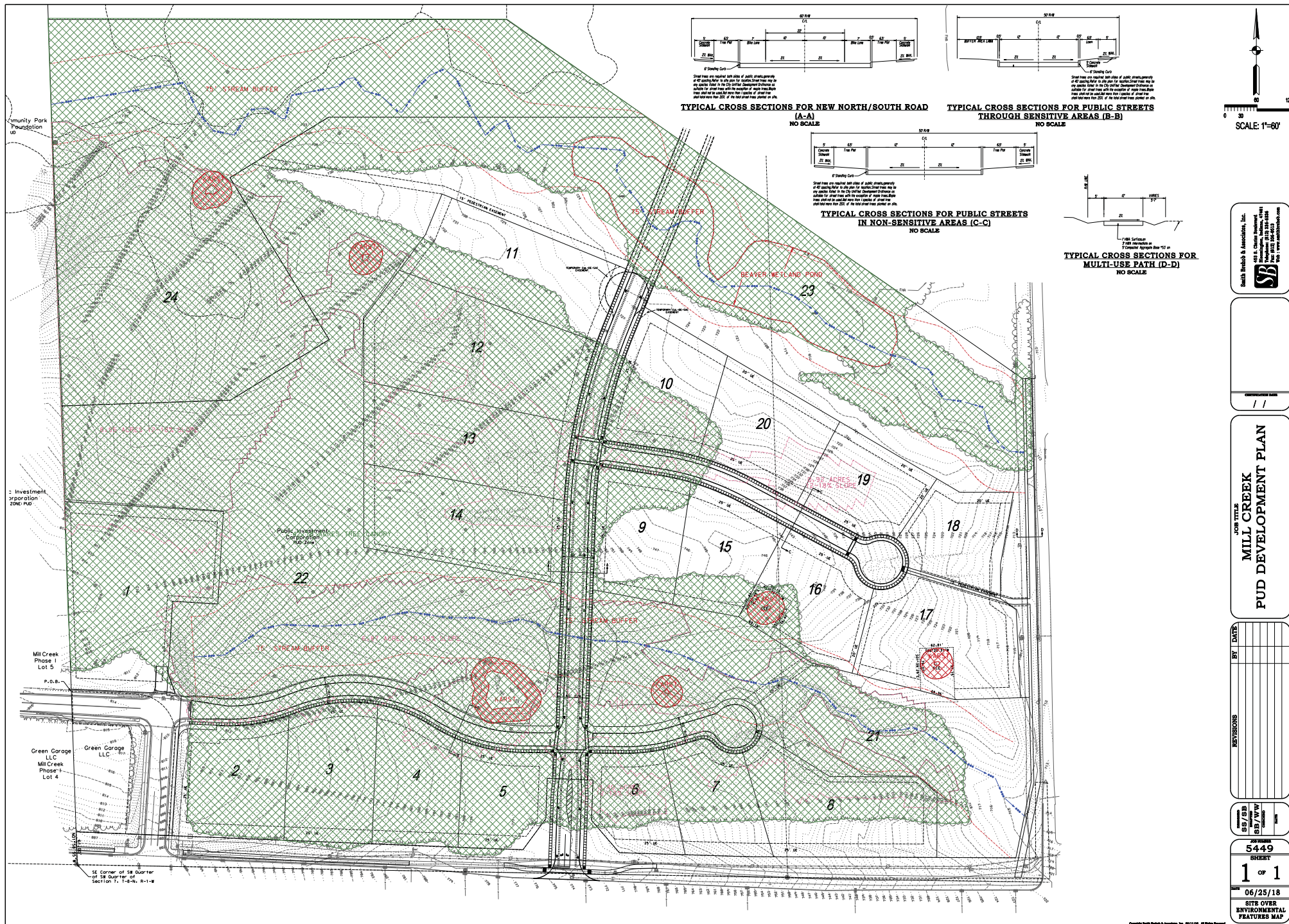
MILL CREEK PHASE 2 SECTION 2 FINAL PLAT

SMITH DESIGN GROUP, INC., 2755 E. CANADA DR., STE 101, BLOOMINGTON, INDIANA 47401
T: 812.336.6536 W: www.smithdgcinc.com

JOB: 5449
PAGE 3 OF 3

PLAT DATED: OCTOBER 28, 2021







Board of Public Works Staff Report

Project/Event: Approve Public Improvements Bond Estimate for Auto Vest II Secondary Plat (Little Star ABA)

Staff Representative: Emily Herr

Petitioner/Representative: Cedarview Management
Steve Brehob, Banning Engineering

Date: 1/18/2022

Report: The project named Auto Vest II, located at 3391 S. Walnut Street, received primary plat approval and staff level secondary plat approval for a two lot subdivision. A public improvements bond is required with approval of a secondary plat to cover the installation of public improvements and be not less than one-hundred and twenty-five percent of the approved estimate of the total improvement construction cost of the project. The Board of Public Works approves the bond estimate for the public improvements and if approved, the bond will be secured by the petitioner.

The primary plat for this subdivision was approved by the Plan Commission on November 15, 2021 under case # DP-33-21 and the secondary plat was approved by staff for the subdivision of 5.64 acres in the Mixed-Use Corridor zoning district. The public improvements associated with this subdivision include replacing the existing 8' asphalt path with a 10' concrete sidepath and adding street trees. Lot #1 received site plan approval from the Plan Commission on December 13, 2021 under case SP-37-21 to build an office building for a behavioral health facility for children with autism. This site will require a grading permit and work in the right-of-way will require a right-of-way use permit prior to construction.

The bond estimates for Lot #1 and #2 were reviewed and found to be acceptable by City staff. A performance bond estimate for \$34,609.89 for Auto Vest II Lot #1 and \$30,387.72 for Auto Vest II Lot #2 for has been provided for Board Approval. If the subsequent grading permit review results in a required change, a revised bond estimate will be brought for Board of Public Works approval.

AUTO VEST II Final Plat
Lot 1 Public Improvements Bond Estimate
BANNING ENGINEERING

Item No.	Pay Item Description	Quantity	Unit	Unit Price	Cost
1	Cement Concrete Pavement for Sidewalk, (10' width)	396.93	SYS	\$52.77	\$20,946.17
2	Compacted Aggregate Base for Sidewalk,(4" depth)	78.59	TONS	\$27.76	\$2,181.74
3	Pavement Removal	327.00	SYS	\$5.00	\$1,635.00
4	Street Tree, 2" caliper	9.00	EA	\$325.00	\$2,925.00
				Subtotal	\$27,687.91
				25% Contingency	\$6,921.98
				Total Estimate	\$34,609.89

AUTO VEST II Final Plat
Lot 2 Public Improvements Bond Estimate
BANNING ENGINEERING

Item No.	Pay Item Description	Quantity	Unit	Unit Price	Cost
1	Cement Concrete Pavement for Sidewalk, (10' width)	345.06	SYS	\$52.77	\$18,208.58
2	Compacted Aggregate Base for Sidewalk,(4" depth)	68.32	TONS	\$27.76	\$1,896.59
3	Pavement Removal	256.00	SYS	\$5.00	\$1,280.00
4	Street Tree, 2" caliper	9.00	EA	\$325.00	\$2,925.00
				Subtotal	\$24,310.17
				25% Contingency	\$6,077.54
				Total Estimate	\$30,387.72

DEDICATION STATEMENT

The real estate described on this plat shall be and is hereby subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, as well as the facilities maintenance plan, which forms a part of that document. Recorded on _____, 2021 as Instrument Number _____ in the Office of the Recorder of Monroe County, Indiana.

The undersigned, Thomas C. Martin, member of AutoVest II, LLC, being the owner of the above described real estate, does hereby layoff, plat and subdivide the same into lots and streets in accordance with this plat.

This Subdivision shall be known as "AutoVest II Subdivision".

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

Front building setback lines are hereby established as shown on the within Plat, between which lines and street right-of-way lines no building or structure (except for parking areas, driveways and interior access drives) shall be erected or maintained.

Utility Easement - (A) Shall allow both private and public utility providers access with the installation, maintenance, repair, or removal of utility facilities. (B) Prohibits the placement of any unauthorized obstruction within the easement area unless authorized by the City Utilities Department and the easement holder(s).

Sanitary Sewer Easement - (A) Shall allow the City Utilities Department exclusive access for installation, maintenance, repair, or removal of sanitary sewer facilities. (B) Encroachment by other utilities is prohibited, unless such encroachment is approved by the City Utilities Department in conjunction with the primary plat. Upon written permission from the City Utilities Department, encroachments may be permitted after the recording of the secondary plat. (C) Trees and structures including, but not limited to, buildings, fences, retaining walls, and light fixtures, shall not be located within sanitary sewer easements. (D) Grading activity shall be prohibited within sanitary sewer easements without written permission from the City Utilities Department.

The right to enforce these covenants by injunction, together with the right to cause the removal by due process of law of any structure or part thereof erected or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several Owners of the several Lots in the Subdivision and to their heirs and assigns.

In witness whereof, Thomas C. Martin has executed this instrument this _____ day of _____, _____.

Auto Vest II, LLC

By: _____
Thomas C. Martin, Member
By Evan A. Martin, Attorney-in-fact

Instrument No. 202200022
Office of the Recorder, Monroe County, IN

State of _____)
County of _____)

Before me, a notary public in and for said County and State, personally appeared _____, member of described the Real Estate, who acknowledged the execution of the foregoing instrument in such capacity and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this _____ day of _____, _____.

Signature _____

Printed _____

County of Residence _____

My Commission Expires _____

SURVEYOR CERTIFICATION

I, Jonathan D. Polson, hereby certify that:

The Real Estate described within the Plat is a representation of the lands surveyed, subdivided and platted under my direct supervision and control and that it is true and correct to the best of my knowledge and belief;

this Subdivision consists of 2 Lots, numbered 1 and 2, together with Easements as shown on the within Plat;

the size of the Lots and widths of Easements are shown in figures denoting feet and decimal parts thereof;

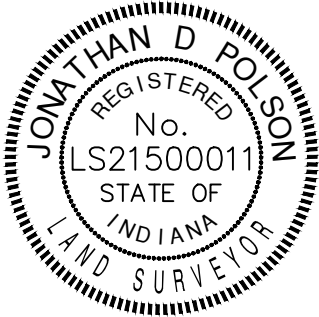
All monuments shown on the within Plat actually exist and their location, size, type and material are accurately shown;

The boundary survey of this plat is in conformity with 865 IAC 1-12; said survey being recorded as Instrument Number 2022000144 in the Office of the Recorder of Monroe County, Indiana, and,

There have been no changes from the matters of survey revealed by the cross-referenced survey, or any prior subdivision plats contained therein, on any lines that are common with the new subdivision.

Witness by signature this 6th day of January, 2022.

Jonathan D. Polson
Prepared by: Jonathan D. Polson, PS
LS21500011 - State of Indiana



PLAN COMMISSION APPROVAL

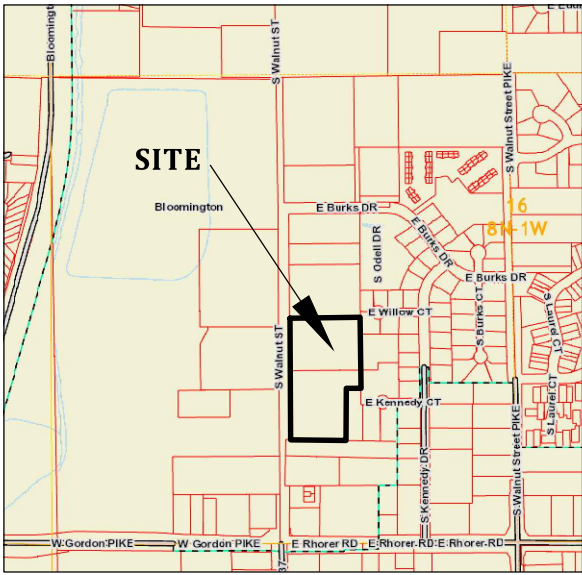
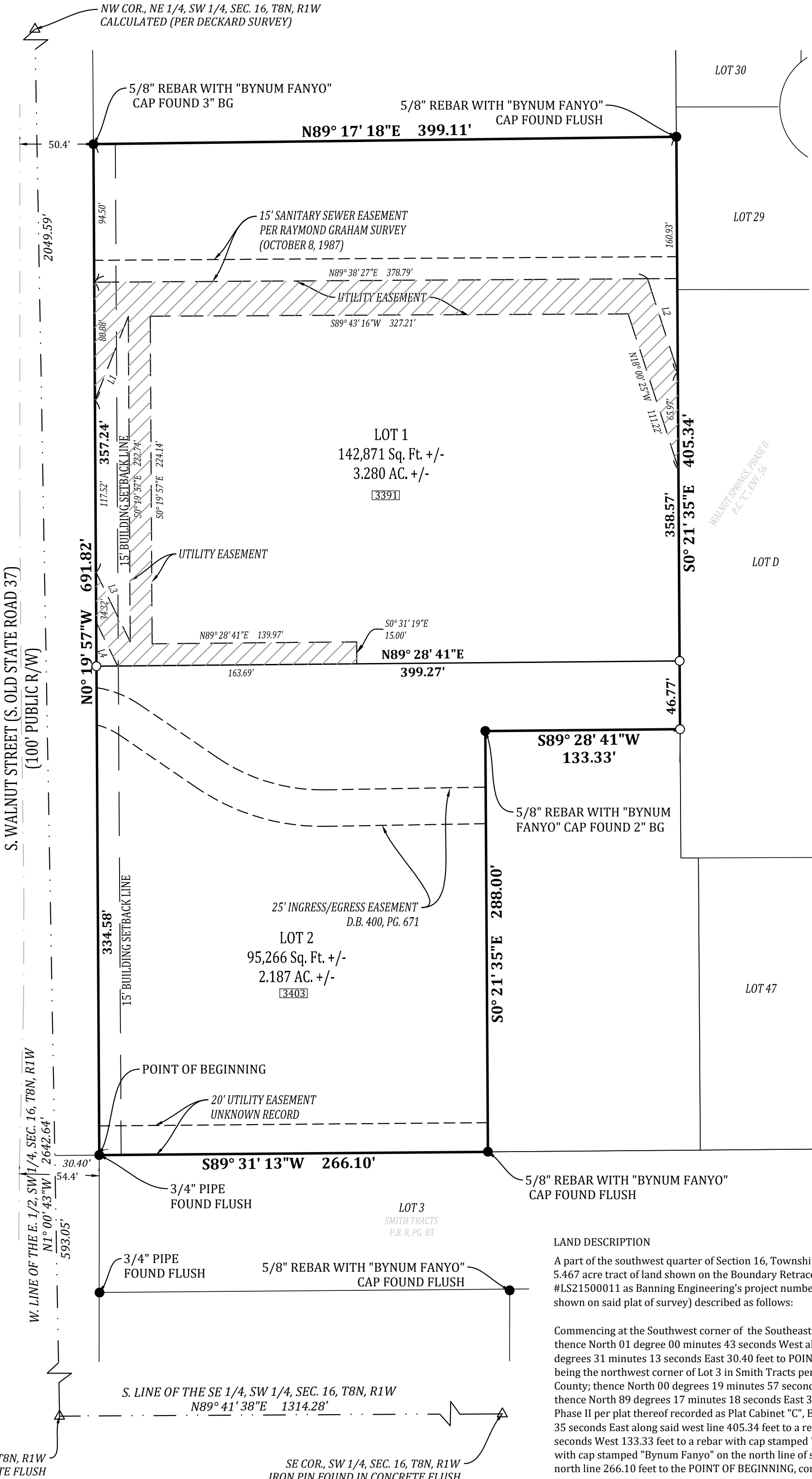
We, the undersigned, do hereby certify that under authority provided by the Indiana Planning Law, IC 36-7-4, et. seq., enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, the Plat depicted herein is the Plat which was given by the City of Bloomington as follows:

Approved by the City of Bloomington Plan Commission at a meeting held on the _____, day of _____, _____.

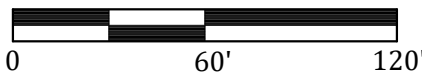
_____, Director of Planning

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
Jonathan D. Polson

This instrument was prepared by Jonathan D. Polson, Banning Engineering, 853 Columbia Road, Suite 101, Plainfield, IN 46168.



VICINITY MAP



Line Table

Line #	Direction	Length
L1	S21° 41' 59"W	61.94
L2	S18° 00' 25"E	67.13
L3	S26° 15' 03"E	53.16
L4	N26° 15' 03"W	33.33

MC ZONING DISTRICT SETBACKS	
Front yard building setback - 15'	
Side yard building setback - 7'	
Rear yard building setback - 7'	

LEGEND

- UTILITY EASEMENT
- AC. - ACRES
- R/W - RIGHT OF WAY
- sq. ft. - SQUARE FEET
- XXXX - ADDRESS
- BG - BELOW GRADE
- - MONUMENT FOUND
- - 5/8" DIAMETER REBAR WITH CAP STAMPED "BANNING ENG FIRM # 0060" SET

LAND DESCRIPTION

A part of the southwest quarter of Section 16, Township 8 North, Range 1 West, in Monroe County, Indiana, being that 5.467 acre tract of land shown on the Boundary Retracement Survey of said tract certified by Jonathan D. Polson, PS #LS21500011 as Banning Engineering's project number 21267 (all references to monuments and courses herein are as shown on said plat of survey) described as follows:

Commencing at the Southwest corner of the Southeast quarter of said Southwest quarter, said point being marked by an iron pin in concrete; thence North 01 degree 00 minutes 43 seconds West along the west line of the east half of said Southwest quarter 593.05 feet; thence North 89 degrees 31 minutes 13 seconds East 30.40 feet to POINT OF BEGINNING, said point being on the east right of way line of South Walnut Street, also being the northwest corner of Lot 3 in Smith Tracts per plat thereof recorded as Plat Book 8, Page 83 in the Office of the Recorder of Monroe County; thence North 00 degrees 19 minutes 57 seconds West along said right of way line 691.82 feet to a rebar with cap stamped "Bynum Fanyo"; thence North 89 degrees 17 minutes 18 seconds East 399.11 feet to a rebar with cap stamped "Bynum Fanyo" on the west line of Walnut Springs, Phase II per plat thereof recorded as Plat Cabinet "C", Envelope 56 in the Office of the Recorder of said County; thence South 00 degrees 21 minutes 35 seconds East along said west line 405.34 feet to a rebar with cap stamped "Banning Eng Firm # 0060"; thence South 89 degrees 28 minutes 41 seconds West 133.33 feet to a rebar with cap stamped "Bynum Fanyo"; thence South 00 degree 21 minutes 35 seconds East 288.00 feet to a rebar with cap stamped "Bynum Fanyo" on the north line of said Lot 3 in Smith Tracts; thence South 89 degrees 31 minutes 13 seconds West along said north line 266.10 feet to the POINT OF BEGINNING, containing 5.467 acres, more or less



Board of Public Works Staff Report

Project/Event:	Request from City of Bloomington Utilities T&D for approval of the Right of Way Permit Bond Agreement
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Brandon Prince, Assistant Director
Date:	January 18, 2022

Report: In November of 2020, City Council approved changes to Title 12 of City Code, which includes right of way use and excavations. One of the changes made was to allow certain governmental entities to agree to the City's bonding agreement. This agreement exempts them from needing to provide a bond for excavation and use of City right of way.

City of Bloomington Utilities T&D is seeking approval of the Bond Agreement for 2022. This will exempt them from needing bonding for working within our right of way. T&D routinely and frequently excavates within the right of way in their daily work for water and sewer maintenance.

2022 BONDING AGREEMENT

ENGINEERING DEPARTMENT, CITY OF BLOOMINGTON, INDIANA

THIS AGREEMENT entered into this _____ day of _____, 2022, by and between the City of Bloomington, a Municipal Corporation of Indiana (hereinafter referred to as CITY), and City of Bloomington Utilities – T&D (hereinafter referred to as APPLICANT).

RECITALS:

- A. APPLICANT has filed, or soon will file, an application with the CITY for a permit to perform excavation and restoration work on CITY's public ways.
- B. APPLICANT guarantees faithful performance of the work in full compliance with Bloomington Municipal Code Chapter 12.08 Use of the Right of Way and all other applicable CITY ordinances, regulations, specifications and standards.
- C. APPLICANT acknowledges that this 2022 Bonding Agreement shall terminate on December 31, 2022.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals above, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. **Applicant's Completion and Warranty Obligations.** APPLICANT irrevocably acknowledges its obligation to perform the Work in a good, workmanlike, lien-free manner in full compliance with City Standards. APPLICANT further warrants that the Work will be free of defects (normal wear and tear excepted) for a period of two (2) years after the Work has been completed and finally accepted by CITY.
- 2. **Applicant's Covenants.** APPLICANT irrevocably represents, warrants and covenants to CITY as follows:
 - (a) **Compliance with City Standards.** That APPLICANT shall fully comply with all City Standards relative to the Work, and fully and promptly indemnify and hold harmless CITY, and respond to CITY, for APPLICANT's failure to conform with such obligations.
 - (b) **Completion of the Work.**
 - i. **Diligence.** That after the Work is commenced, APPLICANT shall proceed with diligence and expedition and shall promptly complete the Work and restore the property to City Standards, so as not to obstruct the property or public use or travel thereon more than is reasonably necessary.

- ii. **Restoration.** That unless authorized by CITY on the Permit, all paving, resurfacing or replacement of street facilities on major or collector streets shall be done in conformance with City Standards as soon reasonably possible. In winter, a temporary patch must be provided. In all excavations, restoration and pavement surfaces shall be made immediately after backfilling is completed or concrete is cured.
- (c) That APPLICANT shall guarantee the materials and workmanship of the Work in compliance with City Standards for a period of two (2) years from completion and City's acceptance of the Work, with reasonable wear and tear excepted.
3. **Repairs.** All responsibility for completion, repair and maintenance of the Work shall remain with Applicant until all of the Work has been completed in full compliance with City Standards and inspected and finally accepted by CITY and the warranty has expired.
4. **Binding Agreement.** This Agreement shall be upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
5. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
6. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
7. **Amendment.** This Agreement may not be modified except by an instrument in writing signed by the parties hereto.
8. **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Indiana.
9. **Assignment.** APPLICANT may not assign or otherwise convey its rights or delegate its duties under this Agreement without the express written consent of CITY.
10. **No Partnership.** CITY and APPLICANT do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.

APPLICANT

Entity: City of Bloomington Utilities – T&D

By (Print Name & Title): Brandon Prince, Assistant Director

Signature _____ Date Signed _____

BOND WAIVER

The Board of Public Works, having reviewed the Bonding Agreement herein, approves and accepts said Bonding Agreement for the remainder of calendar year 2022. The Board of Public Works hereby finds the Applicant to be exempt from the provisions of Bloomington Municipal Code Section 12.08.060.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

Signature

Date: _____

Printed Name, President

Signature

Date: _____

Printed Name, Vice President

Signature

Date: _____

Printed Name, Secretary

Andrew Cibor, Director
Engineering Department

Date: _____

Beth Cate
Corporation Counsel

Date: _____



Board of Public Works Staff Report

Project/Event: Generator Service Agreement with Cummins

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 1/18/22

This service agreement covers preventative maintenance for generators at the following facilities:

Police Headquarters
City Hall
Fire Stations #1, #2, #3, #4, and #5
Dispatch Center
Fleet Maintenance Garage

The total cost of the agreement is \$8,332.31.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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

PURCHASE INFORMATION

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

Request for Quote (RFQ)

Request for Proposal (RFP)

Sole Source

Not Applicable
(NA)

Invitation to Bid (ITB)

Request for Qualifications
(RFQu)

Emergency Purchase

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

Yes No

of Submittals:

Yes No

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

Met city requirements?

Met item or need requirements?

Was an evaluation team used?

Was scoring grid used?

Were vendor presentations requested?

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

Print/Type Name

Print/Type Title

Department

**2022 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
CUMMINS, INC.**

This Agreement, entered into on this 18th day of January, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and Cummins, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform planned maintenance of emergency power generation equipment at City facilities. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. The locations of the facilities and the costs of this maintenance at these facilities are contained in Exhibit A, attached hereto and incorporated herein by reference as though fully set forth. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Eight Thousand, Three Hundred Thirty-Two Dollars and Thirteen Cents (\$8,332.31). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to public.works@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall

be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. 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.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor

shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

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

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

Contractor: Cummins, Inc., Attn: Jeffrey Flodder, 3661 West Morris St., Indianapolis, IN 46241.

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

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

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

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

Cummins, Inc.

Beth Cate, Corporation Counsel

Robert M. Wertz, Controller

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Printed Name _____

President, Board of Public Works

EXHIBIT A
SCOPE OF SERVICES

Scope of Services includes: the emergency power generation equipment maintenance according to the schedule and location of generators for City facilities identified below.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Commission Number: _____

EXHIBIT C

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

Cummins, Inc.

By: _____

[illegible]

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

Notary Public's Signature

My Commission Expires: _____

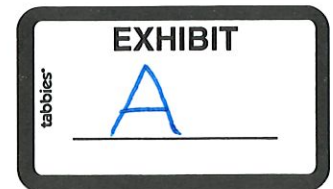
Printed Name of Notary Public

County of Residence: _____

Commission Number:



Sales and Service



INDIANAPOLIS IN BRANCH
3621 W MORRIS STREET
INDIANAPOLIS, IN 46242 0917
Phone: 317-244-7251

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF BLOOMINGTON	Contact: James Boruff	Quote Date: 04-JUN-21
JAMES BORUFF	Phone: 812 349-3439	Quote Expires: 31-JAN-22
PO BOX 100	Fax: 812 349-3490	Quote Num: 137294
401 N MORTON/ FACILITY	Cust Id: 494450	Quoted By: Nicholas T Davison
Bloomington, IN 47402		Quote Term: 1 Year(s)

Site Information

1	POLICE STATION	220 E 3RD ST	BLOOMINGTON	IN	47401
2	CITY HALL	401 N MORTON ST	BLOOMINGTON	IN	47404
3	FIRE STATION HQ	300 E 4TH ST	BLOOMINGTON	IN	47408
4	FIRE STATION #2	210 S YANCY LN	BLOOMINGTON	IN	47404
5	FIRE STATION #3	800 N WOODLAWN AVE	BLOOMINGTON	IN	47408
6	FIRE STATION #4	2201 E 3RD ST	BLOOMINGTON	IN	47401
7	FIRE STATION #5	1987 S HENDERSON AVE	BLOOMINGTON	IN	47402
8	BLOOMINGTON PUBLIC TRANS	130 W GRIMES LN	BLOOMINGTON	IN	47403
9	FLEET MAINTENANCE GARAGE	800 E MILLER DR	BLOOMINGTON	IN	47402

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	POLICE DEPT	GENERAC	GEN SET	97A06858-5	2038753	ST
2	CITY HALL	ONAN	GEN SET	DFCE-3382607	K990026629	ST
3	J160105380	ONAN	GEN SET	DSHAD-1643870-F	J160105380	ST
4	FIRE STATION #2	KOHLER	GEN SET	45RZG	0694441	ST
5	L030585230	ONAN	GEN SET	20GGDB-3440	L030585230	ST
6	C050753879	ONAN	GEN SET	GGHG-5706944	C050753879	ST
7	FIRE STATION #5	ONAN	GEN SET	GGHE-5706943	C050753880	ST
8	G130536560	ONAN	GEN SET	DSHAD-1333521	G130536560	ST
9	B040599784	ONAN	GEN SET	DGFA-5659921	B040599784	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	POLICE DEPT	FULL PM SERVICE (FS)	1	674.74	674.74
		INSPECTION	1	331.04	331.04
2	CITY HALL	FULL PM SERVICE (FS)	1	911.37	911.37
		INSPECTION	1	331.04	331.04
3	J160105380	FULL PM SERVICE (FS)	1	712.08	712.08
		INSPECTION	1	330.63	330.63
4	FIRE STATION #2	FULL PM SERVICE (FS)	1	505.46	505.46
		INSPECTION	1	277.99	277.99
5	L030585230	FULL PM SERVICE (FS)	1	458.51	458.51
		INSPECTION	1	277.99	277.99
6	C050753879	FULL PM SERVICE (FS)	1	458.50	458.50
		INSPECTION	1	277.99	277.99



Sales and Service

PLANNED MAINTENANCE AGREEMENT

Customer Address		Customer Contact		Quote Information	
CITY OF BLOOMINGTON		Contact:	James Boruff	Quote Date:	04-JUN-21
JAMES BORUFF		Phone:	812 349-3439	Quote Expires:	31-JAN-22
PO BOX 100		Fax:	812 349-3490	Quote Num:	137294
401 N MORTON/ FACILITY		Cust Id:	494450	Quoted By:	Nicholas T Davison
Bloomington, IN 47402				Quote Term:	1 Year(s)
7	FIRE STATION #5	FULL PM SERVICE (FS)	1	458.50	458.50
		INSPECTION	1	277.99	277.99
8	G130536560	FULL PM SERVICE (FS)	1	712.08	712.08
		INSPECTION	1	330.63	330.63
9	B040599784	FULL PM SERVICE (FS)	1	674.73	674.73
		INSPECTION	1	331.04	331.04

Generator Planned Equipment Maintenance Quote

This one (1) year renewal proposal covers two (2) service visit annually and will automatically renew unless the opt-out option is chosen.

Recommend services to be scheduled as follows:

Full Maintenance Service- February 2022

Maintenance Inspection- August 2022

To continue your services without interruption, please sign the quote and return along with your PO if required via email to: cpspm@cummins.com

Payment Info

Online payment: <http://customerpayment.cummins.com> is a customer's one-stop shop and SELF-SERVE portal to view account status, retrieve invoices and statements, make online payments and more

To pay by credit card call: 877-480-6970 (press 1 for Accounts Receivables) anytime between the hours of 7:30am-5pm central time. Have your account number ready as well as the invoice number you are wanting to pay. You will receive an email receipt immediately following the call.

Please do not pay the amount on this quote. An invoice will be generated to include taxes (if applicable) when payment is due.

Auto Renewal Option

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you do not wish to participate in the auto renew option, please check below to opt-out. If you do not opt-out, this Agreement will automatically renew at the end of the initial term for a period equal to the initial term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 3%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice, unless the work has already been performed.

☐ OPT-OUT OF AUTOMATIC RENEWAL

Auto Renewal Option

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you do not wish to participate in the auto renew option, please check below to opt-out. If you do not opt-out, this Agreement will automatically renew at the end of the initial term for a period equal to the initial term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 3%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice, unless the work has already been performed.

☐ OPT-OUT OF AUTOMATIC RENEWAL



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF BLOOMINGTON JAMES BORUFF PO BOX 100 401 N MORTON/ FACILITY Bloomington, IN 47402	Contact: James Boruff Phone: 812 349-3439 Fax: 812 349-3490 Cust Id: 494450	Quote Date: 04-JUN-21 Quote Expires: 31-JAN-22 Quote Num: 137294 Quoted By: Nicholas T Davison Quote Term: 1 Year(s)
	Standard Agreement Amount	\$8,332.31
	Proposal Total	\$8,332.31

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/14/2022	Payroll				485,067.58
					<u>485,067.58</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 **\$ 485,067.58**

Dated this 18th day of January year of 2022.

Elizabeth Karon

Beth H. Hollingsworth

Kyla Cox Deckard

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:	Request to Reject all Bids for the South Walnut Street (Winslow to Ridgeview) Sidewalk
Petitioner/Representative:	Engineering Department
Staff Representative:	Russell White
Date:	01/18/2022

Report

This project included the installation of a new sidewalk along the east side of South Walnut Street approximately 350 feet south of Winslow Road to approximately 230 feet south of Ridgeview Drive. The City received three (3) Bids for this project. They are as follows:

- E & B Paving LLC \$610,450.00
- Ragel Inc. \$593,060.00
- Monroe LLC \$747,000.00

Staff reviewed the Bids. After coordination with the Council Transportation Committee, which allocates the annual sidewalk funding, Staff requests that all bids be rejected. This recommendation is consistent with the Council Transportation Committee's desire. Funding Source: 454-05-050000-54310.



Board of Public Works Staff Report

Project/Event:	Request from Strauser Construction for a full street closure on N Lincoln St north of E 17th St
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Ryan Strauser, Strauser Construction
Date:	January 18, 2021

Report: Strauser Construction is requesting a full street closure on N Lincoln St from E 17th St to E 18th St. The closure will be from February 21 to April 4, 2022. The closure is being requested for the placement of a crane. Local access will be maintained throughout the closure.

Staff has reviewed the maintenance of traffic plans, and Strauser Construction has notified the area residents and businesses.

January 12, 2022

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

RE: 1300 N. Lincoln Street - Apartments
1300 N. Lincoln St.
Bloomington, Indiana
Temporary Street Closure

Dear Board Members:

Strauser Construction Co., Inc. is currently constructing a project at 1300 N. Lincoln Street. The project is located at the northeast corner of 17th & Lincoln. The building will consist of ground level parking and 4 levels of residential apartment units.

As part of the project, Strauser Construction Co., Inc. is requesting the use of the right of way for temporary placement of a construction crane to install the wood framing structure of the building. Through discussions with City Engineering, we feel the best approach is for a 6 week closure of Lincoln Street between 17th Street and 18th Street as that will provide the best clearances for the work to take place and minimize disruption to the adjacent properties.

During this closure time period, the only restricted area affected by the equipment will be approximately 12' into the street directly adjacent the project area. This will leave access to all buildings and parking along Lincoln Street open for use by the adjacent property Owners via access from the north during the requested closure.

An outline of the request with logistics detailed in the attached MOT plan are as follows:

- 1) Road closure of Lincoln Street between 17th & 18th Streets
- 2) During the closure, continuous access will be provided from the north to all existing properties for local access.
- 3) The closure would begin on February 21, 2022 and be completed by April 4, 2022.
- 4) The closure is needed to provide proper clearances for use of a crane on the small lot area.

During the course of this project Strauser Construction Co., Inc. is dedicated to working with and coordinating with the City of Bloomington, City of Bloomington Engineering, City Law Enforcement and City Transit Providers to assure that all restrictions are well communicated and planned in advance. Based on this and the attached MOT information, Strauser Construction Co., Inc. request that the Board of Public Works approves the use of the right of way during the time periods stated above.

Sincerely,

Ryan M. Strauser

Ryan M. Strauser
RA, AIA, LEED AP

Strauser Construction Co., Inc.
453 S. Clarizz Blvd.
Bloomington, IN 47401

NOTICE OF CONSTRUCTION ACTIVITIES

PROJECT: 1300 N. Lincoln - Apartments

ADDRESS: 1300 N. Lincoln Street, Bloomington, IN

PROJECT SCHEDULE: February 21, 2022 – April 4, 2022

WORK WITHIN PUBLIC RIGHTS-OF-WAY:

- Closure of Lincoln Street between 17th Street and 18th Street for placement of construction equipment in the right of way directly adjacent the 1300 N. Lincoln property.
 - o February 21, 2022 – April 4, 2022
- During this time continuous access will be provided from the north to all existing properties between 17th & 18th Streets.

PUBLIC MEETING

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

DATE: January 18, 2022 at 5:30pm

VIRTUAL ZOOM MEETING

LINK TO MEETING:

<https://bloomington.zoom.us/j/82544214152?pwd=MTJtWnhleUIQK0lWdm5LTkgxdnNxQT09>

REQUEST FOR APPROVAL OF THE USE OF AND WORK WITHIN

THE PUBLIC RIGHTS-OF-WAY DURING CONSTRUCTION

Public comment regarding this request will be accepted at the meeting.

CONTRACTOR:

Strauser Construction Co., Inc.
Ryan Strauser
Email – rmstrauser@strausercci.com
Phone: 812-336-3608

DEVELOPER/OWNER:

University Properties
2015 N. Dunn Street
Bloomington, IN 47408
Phone: 812-334-0333



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

☒ ROW EXCAVATION ☒ ROW USE

ADDRESS OF ROW ACTIVITY: 1300 N. Lincoln Street

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Strauser Construction Co., Inc.</u> E-MAIL: <u>rmstrauser@strausercci.com</u> COMPANY: <u>Strauser Construction Co., Inc.</u> ADDRESS: <u>453 S. Clarizz Blvd.</u> CITY, STATE, ZIP: <u>Bloomington, IN 47401</u> 24-HR EMERGENCY CONTACT NAME: <u>Ryan Strauser</u> 24-HR CONTACT PHONE #: <u>812-360-1503</u> INSURANCE #*: _____ COMPANY: <u>Hylant - Selective</u> BOND #*: _____ COMPANY: <u>Hylant - Nationwide</u> <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> **SUBCONTRACTOR INFORMATION** (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____ B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input checked="" type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Placement of temporary construction crane</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small> C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>Lincoln Street</u> 1ST INTERSECTING STREET NAME: <u>17th Street</u> 2ND INTERSECTING STREET NAME: <u>18th Street</u> <input checked="" type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED START DATE: <u>2/21/22</u> END DATE: <u>4/4/22</u> # OF DAYS*: <u>42</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small> STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: <u>24 hours</u> AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small> E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small> F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>1300 N. Lincoln - Apartments</u> PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small> G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : <u>NA</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>NA</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>NA</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: <u>NA</u> SQ FT OF SIDEWALK RECONSTRUCTION*: <u>NA</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>NA</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: <u>NA</u> <div style="text-align: center;"> <small>Know what's below. Call before you dig.</small> </div> <div style="text-align: right;"> <small>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</small> </div> H. INDEMNIFICATION AGREEMENT: <small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Ryan M. Strauser</u> SIGNATURE: <u>Ryan M. Strauser</u> DATE: <u>1/12/2022</u>
---	---

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ BPW ☐ City Engineer ☐ Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

☒ ROW EXCAVATION ☒ ROW USE

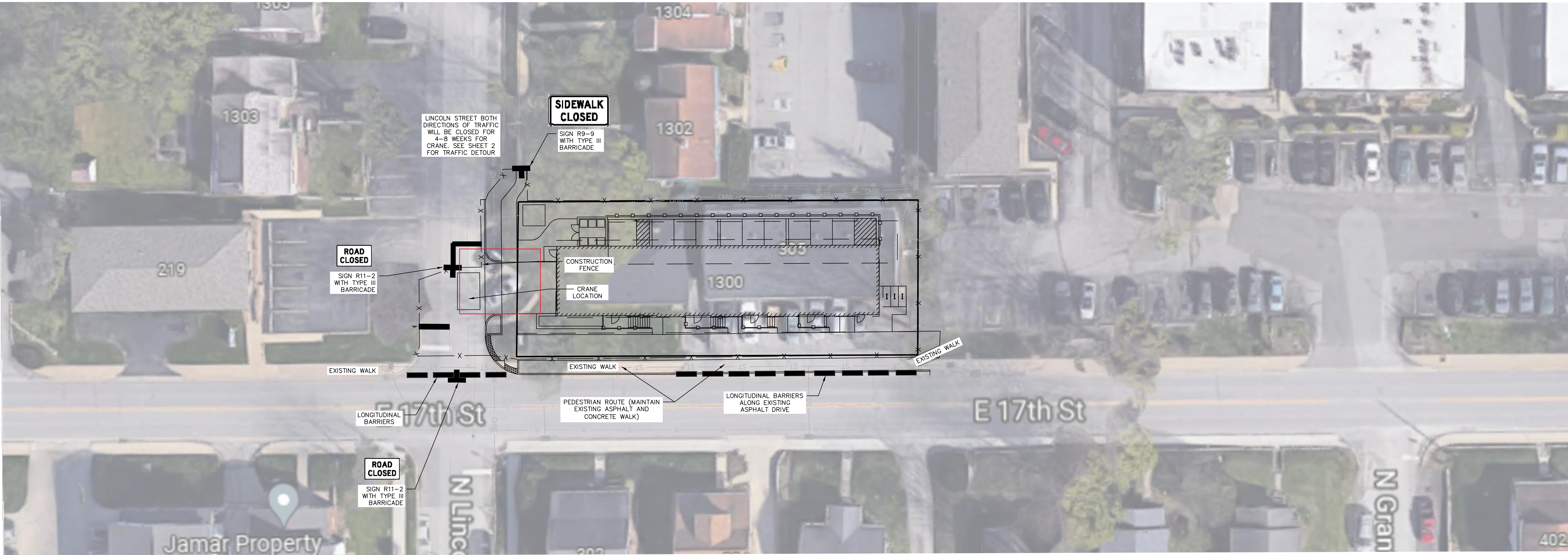
ADDRESS OF ROW ACTIVITY: 1300 N. Lincoln Street

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Strauser Construction Co., Inc.</u> E-MAIL: <u>rmstrauser@strausercci.com</u> COMPANY: <u>Strauser Construction Co., Inc.</u> ADDRESS: <u>453 S. Clarizz Blvd.</u> CITY, STATE, ZIP: <u>Bloomington, IN 47401</u> 24-HR EMERGENCY CONTACT NAME: <u>Ryan Strauser</u> 24-HR CONTACT PHONE #: <u>812-360-1503</u> INSURANCE #*: _____ COMPANY: <u>Hylant - Selective</u> BOND #*: _____ COMPANY: <u>Hylant - Nationwide</u> <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> **SUBCONTRACTOR INFORMATION** (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____ B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input checked="" type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____ <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small> C. 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TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small> E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small> F. 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EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : <u>1,060</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>1,214</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>NA</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: <u>NA</u> SQ FT OF SIDEWALK RECONSTRUCTION*: <u>NA</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>2,340</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: <u>NA</u> <div style="text-align: center;"> <small>Know what's below. Call before you dig.</small> </div> <div style="text-align: right;"> <small>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</small> </div> H. 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For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ BPW ☐ City Engineer ☐ Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Notes for Figure 6H-10 Typical Application 10
Lane Closure on a Two-Lane Road Using Flaggers

Option:

- For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to be visible to road users approaching from both directions, may be used (see Chapter 6E).
- The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
- Flashing warning lights and/or flags may be used to call attention to the advance warning signs. A BE PREPARED TO STOP sign may be added to the sign series.

Guidance:

- The buffer space should be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.

Standard:

- At night, flagger stations shall be illuminated, except in emergencies.

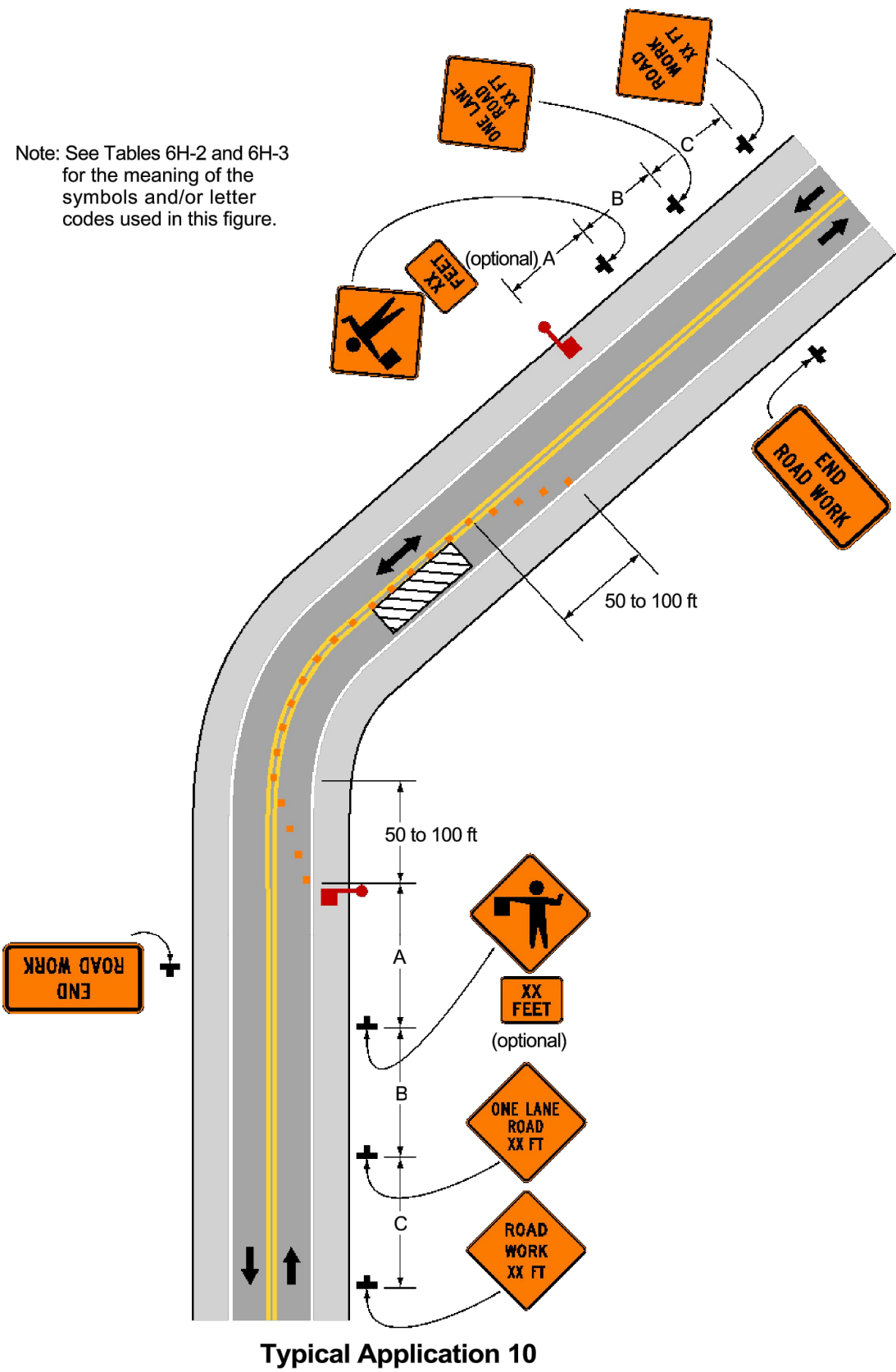
Guidance:

- When used, the BE PREPARED TO STOP sign should be located between the Flagger sign and the ONE LANE ROAD sign.
- When a grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the grade crossing, the TTC zone should be extended so that the transition area precedes the grade crossing.
- When a grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.
- When a grade crossing exists within the activity area, drivers operating on the left-hand side of the normal center line should be provided with comparable warning devices as for drivers operating on the right-hand side of the normal center line.
- Early coordination with the railroad company or light rail transit agency should occur before work starts.

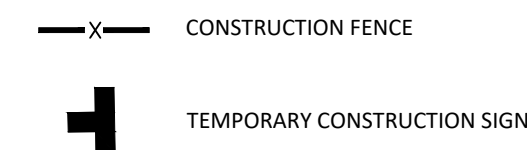
Option:

- A flagger or a uniformed law enforcement officer may be used at the grade crossing to minimize the probability that vehicles are stopped within 15 feet of the grade crossing, measured from both sides of the outside rails.

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)



MAINTENANCE OF TRAFFIC LEGEND



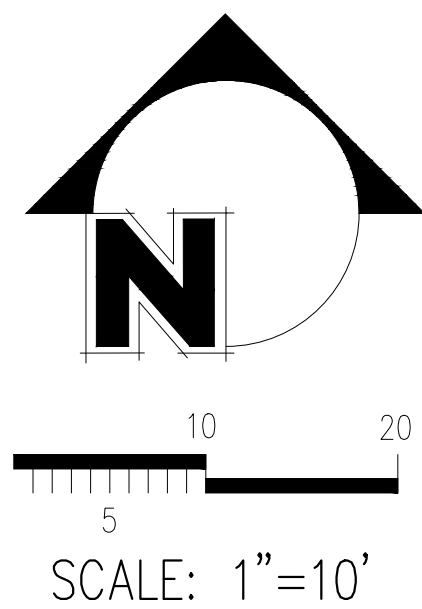
MAINTENANCE OF TRAFFIC NOTES

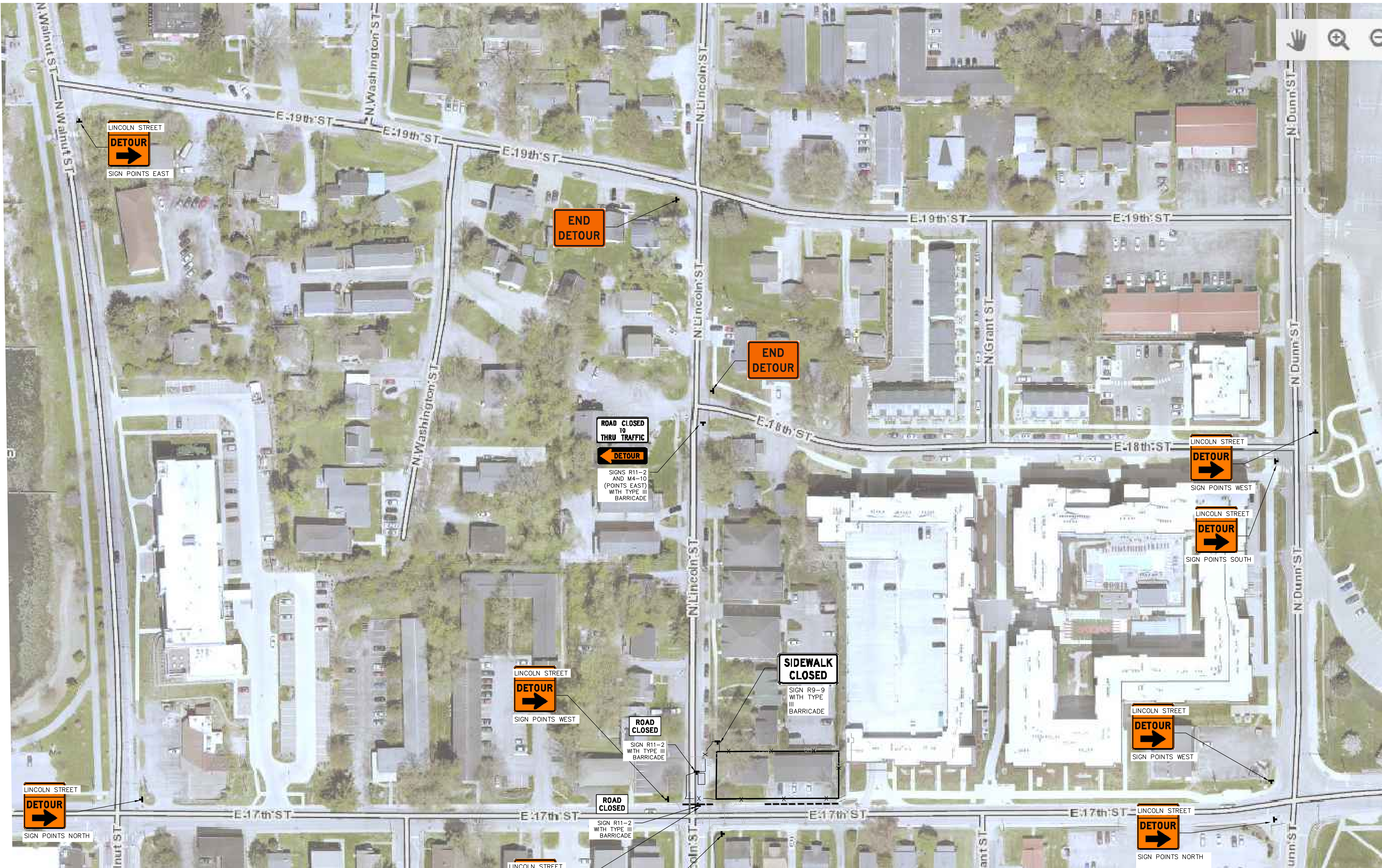
- CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE LATEST REVISION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (IMUTCD) AND SHALL MEET CITY OF BLOOMINGTON MUNICIPAL CODE.
- PRIOR TO THE START OF CONSTRUCTION CONTRACTOR SHALL COORDINATE ON-SITE MEETING WITH CITY OF BLOOMINGTON PLANNING AND TRANSPORTATION AND PUBLIC WORKS TO REVIEW WORK IN THE PUBLIC RIGHT-OF-WAY AND IMPLEMENTATION OF THE TRAFFIC CONTROL PLAN AND SIDEWALK CLOSURE.
- CONTRACTOR TO CLOSE ONLY ONE LANE AT A TIME FOR PROPOSED UTILITY, CURB, AND ROAD WORK AND MUST FLAG PER IMUTCD TYPICAL APPLICATION 10 FOR THE FULL LENGTH OF THE CLOSURE.
- AFTER WORKING HOURS, ROADWAY MUST BE RESTORED TO TWO DIRECTIONAL TRAFFIC WITH PLATES OR ANOTHER METHOD APPROVED BY CITY OF BLOOMINGTON ENGINEERING.
- DURING INDIANA UNIVERSITY HOME FOOTBALL GAMES VEHICLE ACCESS IN BOTH DIRECTIONS MUST BE MAINTAINED.

REVISIONS	BY	DATE

DESIGNED KCK	DRAWN KCK	CHECKED KCK	DATE
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JOB NUMBER 6295
SHEET 1 OF 2
DATE 01/11/2022
OVERALL MOT PLAN



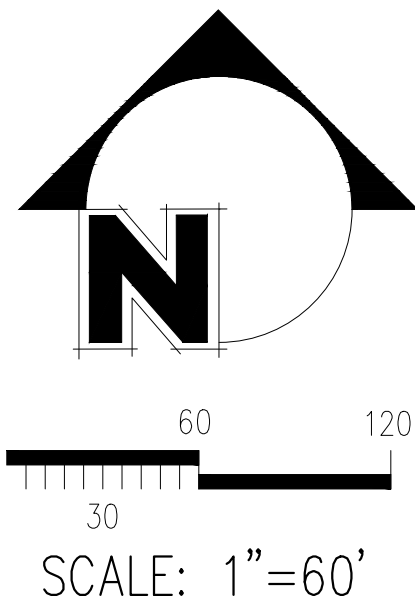


MAINTENANCE OF TRAFFIC LEGEND

- CONSTRUCTION FENCE
- TEMPORARY CONSTRUCTION SIGN

MAINTENANCE OF TRAFFIC NOTES

- CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE LATEST REVISION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND SHALL MEET CITY OF BLOOMINGTON MUNICIPAL CODE.
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- DURING INDIANA UNIVERSITY HOME FOOTBALL GAMES VEHICLE ACCESS IN BOTH DIRECTIONS MUST BE MAINTAINED.



XX/XX/20XX

17TH AND LINCOLN
APARTMENTS
BLOOMINGTON, INDIANA

REVISIONS	BY	DATE

DESIGNED KCK	DRAWN KCK	CHECKED KCK	DATE
JOB NUMBER 6295			
SHEET 2 OF 2			
DATE 01/11/2022			
DETOUR PLAN			

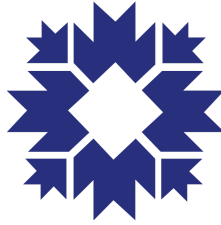


Board of Public Works Staff Report

Project/Event:	Request from CBU for a full street closure on W 12 th St from N Lindbergh Dr to N Monroe St
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Troy Powell, CBU
Date:	January 18, 2022

Report: City of Bloomington Utilities will be completing a water main replacement project along W 12th St from N Lindbergh Dr to N Monroe St. They plan to complete the work in phases closing one block at a time and keep driveway access for residents. The closure is planned from January 19 to March 2, 2022.

CBU has notified area residents of the upcoming project. This project is another phase of the project currently underway along Lindbergh and 15th/16th Streets.



CITY OF BLOOMINGTON UTILITIES

Administration

January 13, 2022

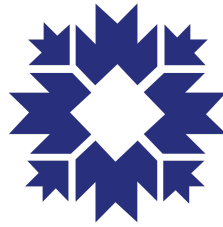
Dear Board Members,

City of Bloomington Utilities (CBU) is planning a water main replacement project at W 12th St between N Monroe St and N Lindberg Dr. In order to facilitate this project CBU is respectfully requesting the temporary traffic restrictions as detailed in the attached management of traffic plan. CBU plans to start this work 1/19/2022 and complete it within 6 weeks. CBU will coordinate with other City Departments such as fire and police, transit providers, and adjacent property owners/residents to assure that this restriction information is well communicated. Therefore, CBU respectfully requests that the Board of Public Works approve these restrictions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vic Kelson'. The signature is fluid and cursive, with the first name 'Vic' being more prominent.

Vic Kelson
City of Bloomington Utilities Director



CITY OF BLOOMINGTON UTILITIES

Administration

January 10, 2022

Dear Neighbor,

City of Bloomington Utilities (CBU) is improving the way water is delivered to some areas in the Crestmont neighborhood with two water main replacement projects. Reed & Sons has been working on the water mains near 15th & Lindberg for several weeks already. CBU plans to start a smaller project on W 12th St between Monroe and Lindberg (see map on reverse).

Here's what residents can expect:

- CBU will block off one section of road at a time and work with residents to ensure driveway access.
- The CBU crew will begin to transfer water service after the new main is completed and tested.
- Each home will lose water service for about 1 hour while being re-connected. You will be notified by the crew onsite prior to the brief water service interruption.

Weather permitting, CBU's project should be completed in about 6 weeks. This project is independent of the water project by Reed & Sons; that work is scheduled to continue until July 2022. Also, City of Bloomington Public Works Street Department plans to install traffic calming speed cushions on W 12th St when the asphalt manufacturers re-open in March.

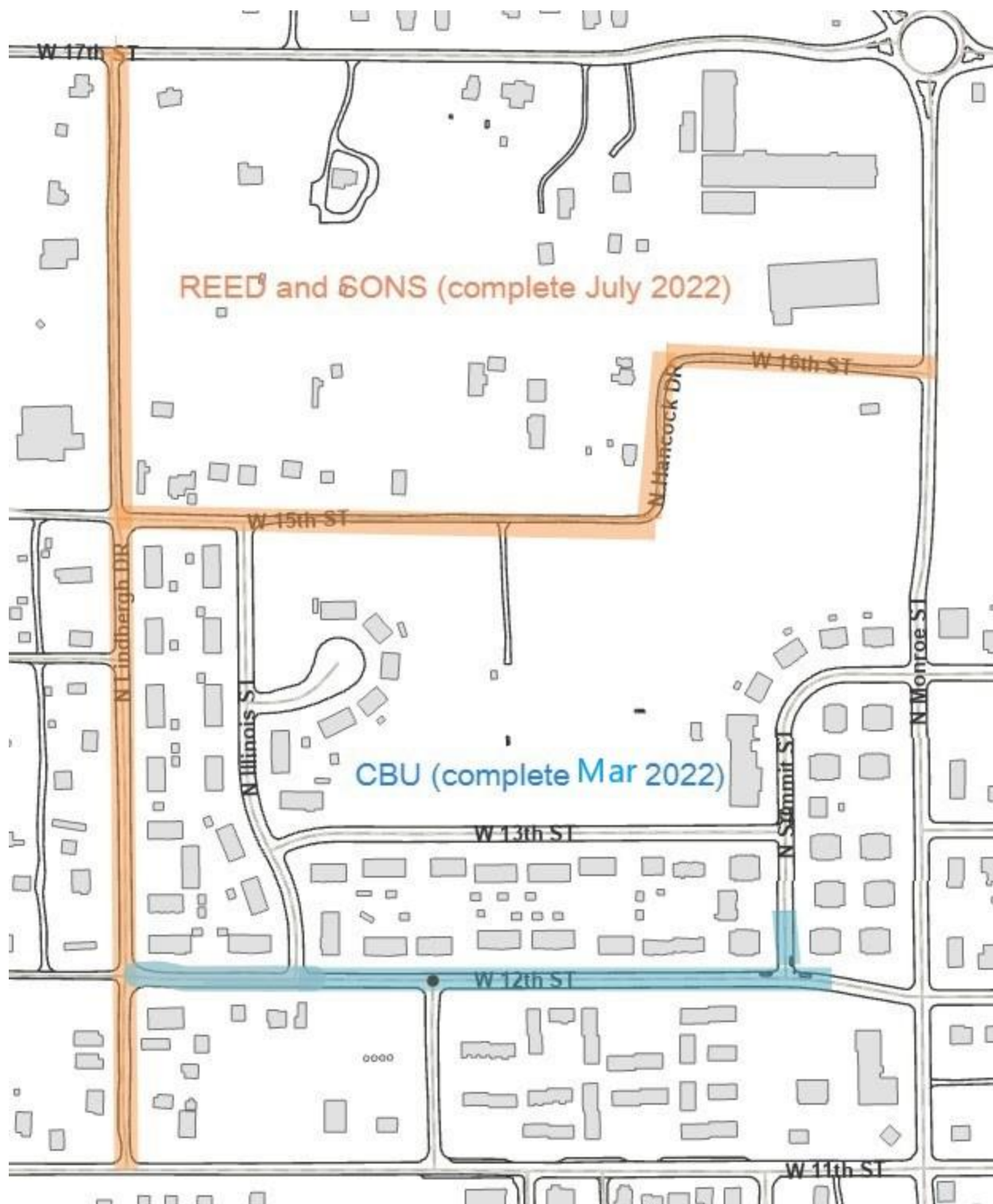
The request to restrict public rights-of-way for the project will be heard by the City of Bloomington Board of Public Works on January 18, 2022 at 5:30pm. The meeting will be virtual and the link/phone numbers can be found by visiting the City of Bloomington Government Calendar at bloomington.in.gov/calendars. The public will have the opportunity to provide comments regarding traffic interruptions and temporary road/driveway closures at this time.

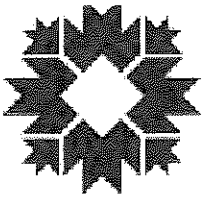
In our 2016 water rate case, CBU instituted a long-term program to replace aging infrastructure. In the 2021 water rate case, we committed to investing \$3 million per year on water main replacements. Water main replacements are prioritized based on several factors: mains feeding critical locations, pipes known to be in poor condition, opportunities to coordinate with other departments to minimize damage to roads, etc. There have been several water main breaks in your area which this service upgrade should prevent in the future.

To contact me with questions, concerns, or ideas please call my office at 812-349-3650 or email CBUdirector@bloomington.in.gov. If you have immediate concerns during the project, please contact our 24-hr line (812) 339-1444. The safety of Bloomington's water supply and high-quality customer service are our highest priorities at CBU. Thank you in advance for your patience with the construction mess; it is a short term hassle for long-term benefit.

Sincerely,

Vic Kelson
City of Bloomington Utilities Director





CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3913
Fax: (812) 349-3520
Email: engineering@bloomington.in.gov

ADDRESS OR NEAREST ADDRESS

OF RIGHT OF WAY ACTIVITY: 1140-1520 W 12th Street

A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: Kevin House
E-MAIL: housek@bloomington.in.gov
COMPANY: City of Bloomington, Utilities
ADDRESS: 600 E. Miller Dr
CITY, STATE, ZIP: Bloomington, IN 47401
24-HR EMERGENCY CONTACT NAME: Kevin House
24-HR CONTACT PHONE #: 812-339-1444

ADDITIONAL INFO:

*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

SUBCONTRACTOR INFORMATION

(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____

IS THIS A ☒ CBU* ☐ COUNTY* ☐ IU* ☐ NP* PROJECT?

PROJECT NAME: W. 12th Street WMR

PROJECT #: W21-4509

PROJECT MGR.: Kevin House

PROJECT MGR. #: 812-325-5433

*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY

*IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY

B. WORK DESCRIPTION:

☐ POD/DUMPSTER ☐ CRANE ☐ SCAFFOLDING ☐ CONSTRUCTION USE* ☐ GAS ☐ ELECTRIC ☐ SANITARY SEWER ☒ WATER
☐ TELECOM ☐ OTHER (EXPLAIN): _____

*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?

STREET NAME(S): W 12th St Lindbergh - just pass

☐ SIDEWALK* ☒ ROAD CLOSURE ☐ LANE CLOSURE: ☐ 1 ☐ 2 ☐ 3

☐ BIKE LANE ☐ BUS STOP ☐ ON-STREET PARKING* ☐ ALLEY

*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW

*ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE COORDINATED WITH PARKING SERVICES

START DATE: 1-19-22 END DATE: 3-2-22 # OF DAYS*: 43

REQUESTED CLOSURE HOURS: 7:00 AM - 3:30 PM

*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)

ADDITIONAL NOTES:

WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)?

LxWxD OF PAVEMENT* EXCAVATIONS: 1400' x 4' x 5'

*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS

LxWxD OF NON-PAVEMENT* EXCAVATIONS: _____

*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE

LINEAL FT OF BORE*: _____

*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS

OF POLE INSTALL/REMOVAL: _____

LxWxD OF SIDEWALK RECONSTRUCTION*: _____

*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED

LxWxD OF SIDEWALK NEW CONSTRUCTION*: _____

*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE

OF DRIVEWAY INSTALLATIONS: _____

C. INDEMNIFICATION AGREEMENT:

The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

PRINT NAME: Troy Powell

SIGNATURE: Troy Powell

DATE: 1-13-22

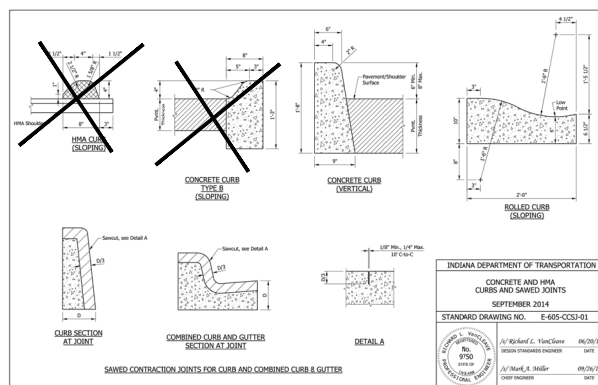
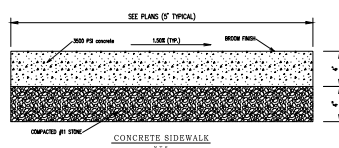


TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544
CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ Staff ☐ BPW ☐ City Engineer ☐ PW Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Notes for Figure 6H-10 Typical Application 10
Lane Closure on a Two-Lane Road Using Flaggers

Option:

1. For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned so be visible to road users approaching from both directions, may be used (see Chapter 6E).
2. The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
3. Flashing warning lights and/or flags may be used to call attention to the advance warning signs. A BE PREPARED TO STOP sign may be added to the sign series.

Guidance

4. The buffer space should be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.

Standa

5. At night, flagger stations shall be illuminated, except in emergencies.

Guidance

6. When used, the **BE PREPARED TO STOP** sign should be located between the **Flagger** sign and the **ONE LANE ROAD** sign.
7. When a grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the grade crossing, the **TTC** zone should be extended so that the transition area precedes the grade crossing.
8. When a crossing exists upstream of the transition area, advance warning devices exist within the activity area, and the crossing is not a railroad crossing, the **Advance Warning** sign should be used. The provisions should be made for keeping **flaggers** informed as to the activation status of these warning devices.
9. When a grade crossing exists within the activity area, drivers operating on the left-hand side of the normal center line should be provided with comparable warning devices as for drivers operating on the right-hand side of the normal center line.
10. Early coordination with the railroad company or light rail transit agency should occur before work

Option:

11. A flagger or a uniformed law enforcement officer may be used at the grade crossing to minimize the probability that vehicles are stopped within 15 feet of the grade crossing, measured from both sides of the outside rails.

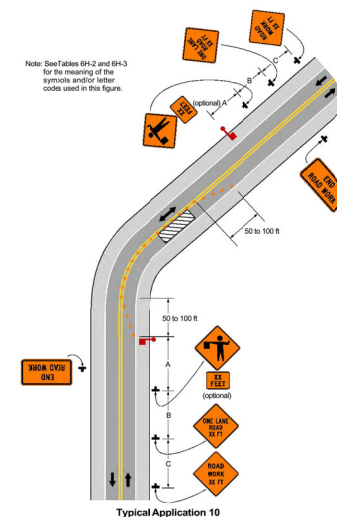
Sect. 621.01

November 2011

2011 IMUTCD

Page 663

Figure 6H-1). Lane Closure on a Two-Lane Road Using Flaggers (TA-10)



November 2000

Sect. 611.01

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05/18/2021

N LINDBERGH DR AREA
WATER MAIN REPLACEMENT
PRELIMINARY PLAN SET
BLOOMINGTON, INDIANA

[illegible]

DESIGNED	SPP/KCK
DRAFTED	SPP/KCK
CHECKED	KES
DATE	05/06/21

JOB NUMBER

6067

SHEET

0 1 0

3 OF 8

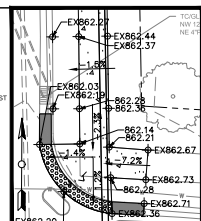
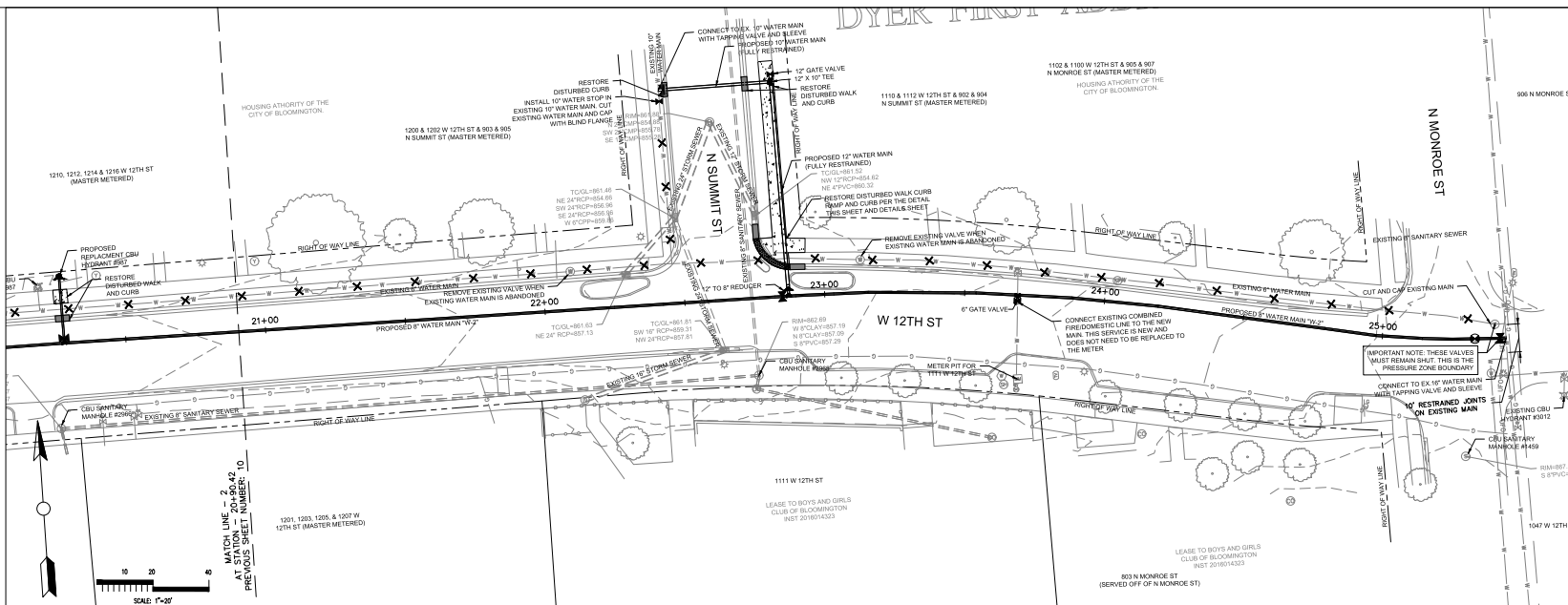
0 10

DATE 05/25/202

03/23/202

DETAILS & MAINTENANCE C

TRAFFIC



NOTE: SEE CURB RAMP DETAILS ON DETAILS SHEET
 12TH AND SUMMIT CURB RAMP DETAIL
 SCALE: 1"=10'

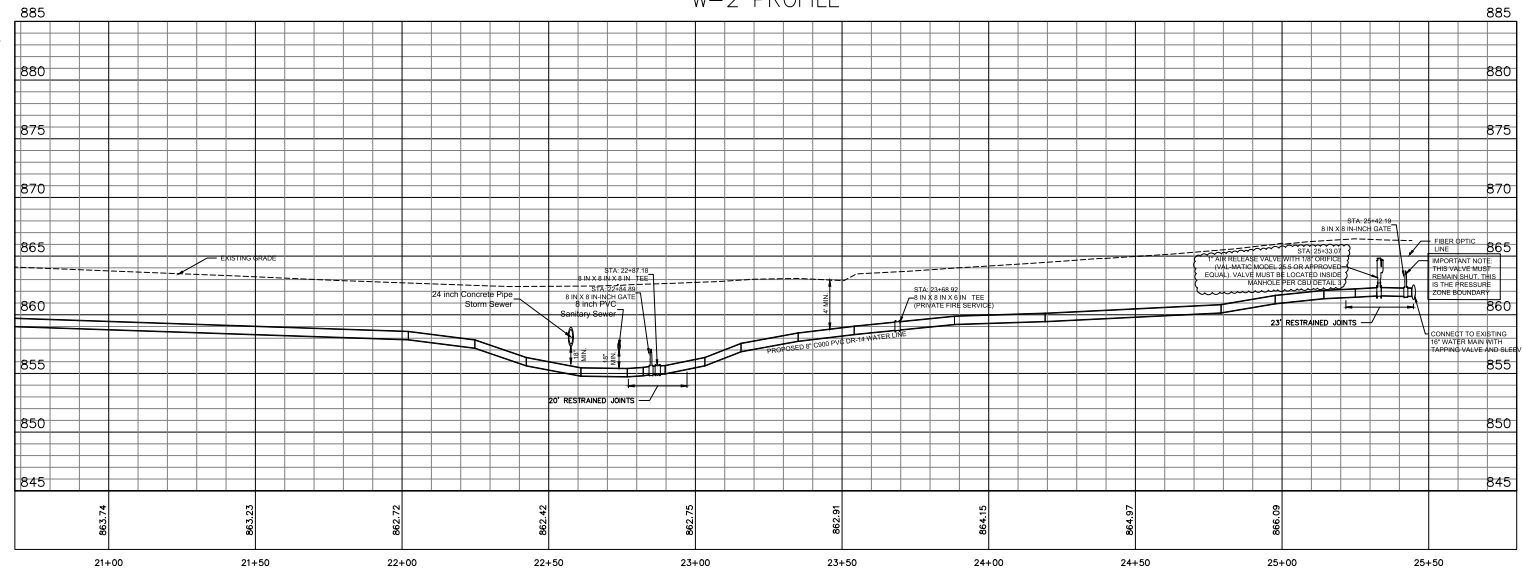
SMITH DESIGN GROUP
 CIVIL ENGINEERING LAND SURVEYING
 2302 E Center St Suite 100 Bloomington, IN 47401
 (317) 326-8221 • www.smithdesign.com

REGISTERED PROFESSIONAL ENGINEER
 NO. PE11003007
 STATE OF INDIANA
Kathleen Smith

05/18/2021

**N LINDBERGH DR AREA
 WATER MAIN REPLACEMENT
 PRELIMINARY PLAN SET
 BLOOMINGTON, INDIANA**

W-2 PROFILE



- TOPOGRAPHIC LEGEND**
- 8" IR PIPE
 - STONE
 - REBAR
 - IRON PIPE
 - ROAD MARK
 - UTILITY POLE
 - LIGHT POLE
 - ELECTRIC METER
 - CLEAN OUT
 - GAS METER
 - GUY WIRE
 - ELECTRIC MANHOLE
 - ELECTRIC VAULT
 - ELECTRIC MANHOLE
 - STORM MANHOLE
 - STORM INLET
 - CURB INLET
 - INLET SQUARE
 - YARD INLET
 - DOWN SPOUT DRAIN
 - WATER VALVE
 - WATER MANHOLE
 - AIR CONDENSER
 - GAS VALVE
 - COMMUNICATION MANHOLE
 - COMMUNICATION VAULT
 - FIBER OPTIC MANHOLE
 - FIBER OPTIC VAULT
 - CONCRETE BOLLARD
 - SIGN
 - T-POST
 - UNKNOWN MANHOLE
 - UNKNOWN LED
 - MONITORING WELL
 - STEAM MANHOLE
 - FIRE HYDRANT
 - DECIDUOUS TREE
 - ELECTRIC TRANSFORMER
 - STORMY MANHOLE
 - STEAM METER
 - STEAM VAULT
 - WATER METER
- OVERHEAD WIRE
 CHAIN-LINK FENCE
 SANITARY SEWER
 UNDERGROUND GAS LINE
 UNDERGROUND ELECTRIC LINE
 UNDERGROUND COMMUNICATION LINE
 WATER LINE
 STORM SEWER

REVISIONS	DATE	BY
REVISED AND RELEASED VALUE DETAILS	05/12/2021	KCS

APPROVED	DATE
SPP/KCK	05/12/2021
SPP/KCK	05/12/2021
KCS	05/06/21

6067
 SHEET
11 OF 18
 DATE: 05/25/2021
 W 12TH ST (W-2)



Board of Public Works Staff Report

Project/Event: Request from Scannell Properties for a full closure on E Longview Ave from January 24 to February 6, 2022.

Staff Representative: Paul Kehrberg

Petitioner/Representative: Craig Miller, Scannell Properties

Date: January 18, 2022

Report: Scannell Properties is requesting a full street closure on E Longview Ave from E 7th St to N Pete Ellis Dr. While crews were excavating for the storm sewer along E Longview Ave they encountered a conflict with a 15" sanitary sewer main. They will need to re-route the sanitary sewer to a depth of approximately 13'. The full street closure is necessary to safely perform this work. The closure is requested for approximately 2 weeks, January 24 to February 6, 2022.

They have sent notices to all area residents and businesses, and we've reviewed the maintenance of traffic plan.



Headquarters

8801 River Crossing Blvd.
Suite 300
Indianapolis, IN 46240
tel: 317.843.5959
fax: 317.843.5957

Offices

Alexandria	Antwerp
Boston	Düsseldorf
Chicago	London
Dallas	Milan
Denver	Paris
Kansas City	Würzburg
Minneapolis	
San Francisco	

January 13, 2022

Via Electronic Delivery

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

Re: Curry Urban Project – Closure on Longview Avenue

Dear Board Members:

Scannell Properties (Scannell) is planning a mixed-use project at 2851 East Longview Avenue, which has been approved by City Council. As part of the project, we must first redirect stormwater that currently traverses our site, before we can build our building. We very recently discovered that the redirected storm sewer is in conflict with an existing 15" sanitary sewer main, and we therefore need to re-route the sanitary sewer to a depth of approximately 13'. To safely perform this work, we respectfully request the temporary closure of Longview Avenue. City of Bloomington Utilities has reviewed and approved this proposed sanitary sewer work.

We estimate that this work will take up to two weeks, due to the typical winter weather and short days this time of year. We are requesting to close Longview, as noted on the Maintenance of Traffic plan, from January 24, 2022 through February 6, 2022. We are sensitive to the impact of this closure, and are committed to working 6 days a week, weather permitting, during this phase, and will attempt to shorten this duration and re-open Longview as soon as possible.

In anticipation of the impact to the surrounding residents, we are sending notification to the adjacent property owners. Further, Shiel Sexton, our Construction Manager, is onsite daily when work is occurring, and available to answer concerns and questions as they arise.

Scannell will coordinate with the City of Bloomington, City of Bloomington Utilities, law enforcement, and transit providers to assure that this closure information is well communicated. Therefore, Scannell respectfully requests that the Board of Public Works approves the closure referenced above from January 24, 2022 through February 6, 2022.

Kind Regards,

Craig Miller
Vice President of Project Management

Cc: Paul Kehrberg – City of Bloomington Engineering
Tom Jasin – Development Manager, Scannell Properties
Chris Junken – Project Manager, Shiel Sexton
Dave Lawrence – Superintendent, Shiel Sexton



Headquarters

8801 River Crossing Blvd.
Suite 300
Indianapolis, IN 46240
tel: 317.843.5959
fax: 317.843.5957

Offices

Alexandria
Boston
Chicago
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Denver
Kansas City
Minneapolis
San Francisco

Antwerp
Düsseldorf
London
Milan
Paris
Würzburg

January 13, 2022

Re: Curry Urban Project – Temporary Road Closure on Longview Ave.

Dear Neighbor:

Scannell Properties is planning a mixed-use project at 2851 East Longview Avenue. As part of the project, we are re-routing the city storm sewer along Pete Ellis Dr. and Longview Ave. We recently discovered a conflict between the proposed storm sewer and an existing city sanitary sewer pipe, and will need to move the existing sanitary sewer as a result.

In order to facilitate the moving of the sanitary sewer, and ensure the safety of both the general public and the construction personnel, Scannell is working with the City of Bloomington to temporarily close Longview Ave. for approximately two weeks (see map on reverse of this letter). Scannell will be providing proper signage to re-route traffic during the lane closure, and the pedestrian pathway will not be impacted.

Scannell is working with the City of Bloomington Engineering department to limit the impact to you and your neighbors, and we will be discussing our proposed plans in more detail during the upcoming Board of Public Works meeting on Tuesday, January 18, 2022 at 5:30p. Please find information on joining the meeting on the reverse of this letter, if you wish to attend.

Kind Regards,

Craig Miller
Vice President of Project Management

Cc: Paul Kehrberg – City of Bloomington Engineering
Tyler Curry – Curry Urban Properties
Tom Jasin – Development Manager, Scannell Properties
Chris Junken – Project Manager, Shiel Sexton
Dave Lawrence – Superintendent, Shiel Sexton

Join Zoom Meeting

<https://bloomington.zoom.us/j/82544214152?pwd=MTJtWnhleUIQK0lWdm5LTkgxdnNxQT09>

Meeting ID: 825 4421 4152

Passcode: 337433

Dial by your location

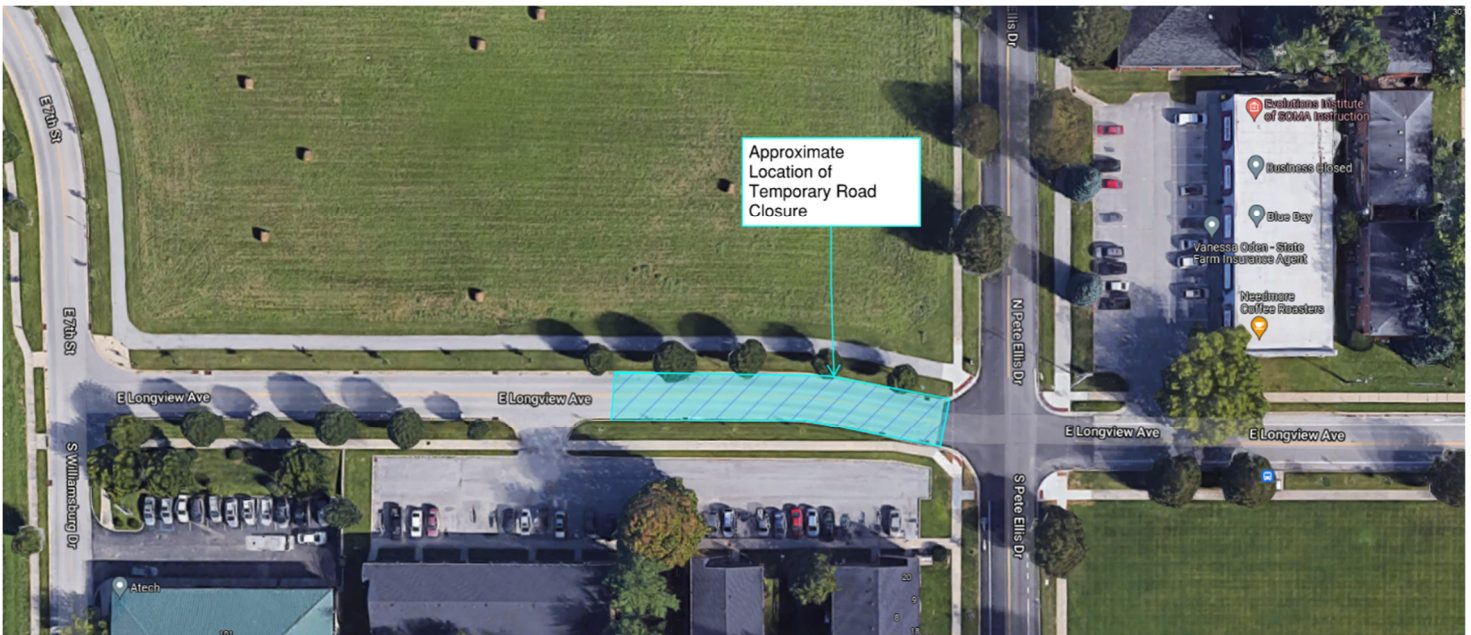
- +1 312 626 6799 US (Chicago)
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 346 248 7799 US (Houston)
- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)

Meeting ID: 825 4421 4152

Passcode: 337433

Find your local number: <https://bloomington.zoom.us/u/kdEB2l44nt>

Approximate Location of Temporary Closure





CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ADDRESS OR NEAREST ADDRESS

OF RIGHT OF WAY ACTIVITY: 2851 E. Longview

A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: Chris Junken
E-MAIL: cjunken@shielsexton.com
COMPANY: Shiel Sexton Co.
ADDRESS: 902 N. Capitol Ave.
CITY, STATE, ZIP: Indianapolis, IN 46204
24-HR EMERGENCY CONTACT NAME: Dave Lawrence
24-HR CONTACT PHONE #: (317) 710-4835
ADDITIONAL INFO:

*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

SUBCONTRACTOR INFORMATION

(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: Reed & Sons

IS THIS A ☒ CBU* ☐ COUNTY* ☐ IU* ☐ NP* PROJECT?

PROJECT NAME: Scannell - Mulit-family

PROJECT #: 21126

PROJECT MGR.: Tom Smith

PROJECT MGR. #: (812) 369-9400

*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY

*IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY

B. WORK DESCRIPTION:

☐ POD/DUMPSTER ☐ CRANE ☐ SCAFFOLDING ☐ CONSTRUCTION USE* ☐ GAS ☐ ELECTRIC ☒ SANITARY SEWER ☐ WATER
☐ TELECOM ☐ OTHER (EXPLAIN):

*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?

STREET NAME(S): Longview

☐ SIDEWALK* ☒ ROAD CLOSURE ☐ LANE CLOSURE: ☐ 1 ☐ 2 ☐ 3

☐ BIKE LANE ☐ BUS STOP ☐ ON-STREET PARKING* ☐ ALLEY

*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW

*ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE COORDINATED WITH PARKING SERVICES

START DATE: 1/24 END DATE: 2/6 # OF DAYS*: 13

REQUESTED CLOSURE HOURS: _____ AM - _____ PM

*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)

ADDITIONAL NOTES: Full closure for 24 hours per day

WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)?

LxWxD OF PAVEMENT* EXCAVATIONS: 26'x6'x13'

*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS

LxWxD OF NON-PAVEMENT* EXCAVATIONS: _____

*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE

LINEAL FT OF BORE*:

*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS

OF POLE INSTALL/REMOVAL: _____

LxWxD OF SIDEWALK RECONSTRUCTION*:

*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED

LxWxD OF SIDEWALK NEW CONSTRUCTION*:

*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE

OF DRIVEWAY INSTALLATIONS: _____

C. INDEMNIFICATION AGREEMENT:

The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

PRINT NAME: Chris Junken

SIGNATURE: _____

DATE: 1/13/2022



TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544
CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.

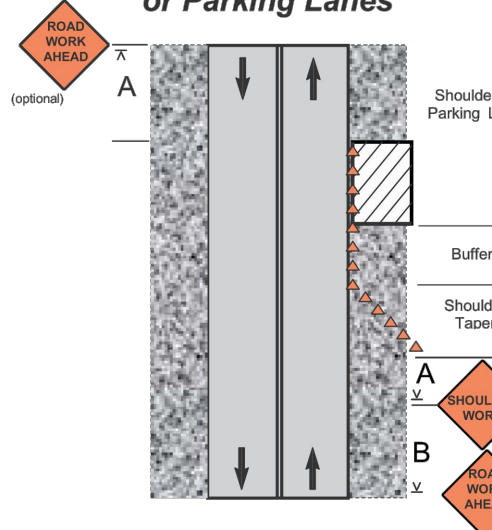
For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ Staff ☐ BPW ☐ City Engineer ☐ PW Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

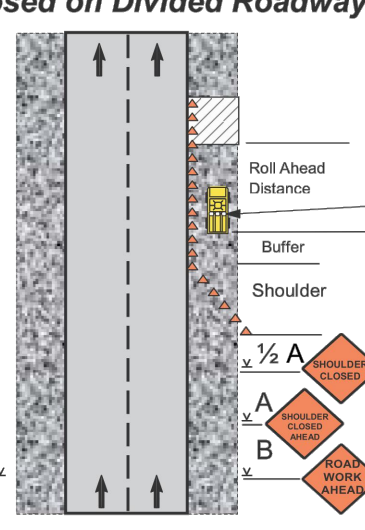
Indiana Department Of Transportation
Permit Section Traffic Control Quick Reference Guide

Work on Paved Shoulders ≥8ft.
or Parking Lanes



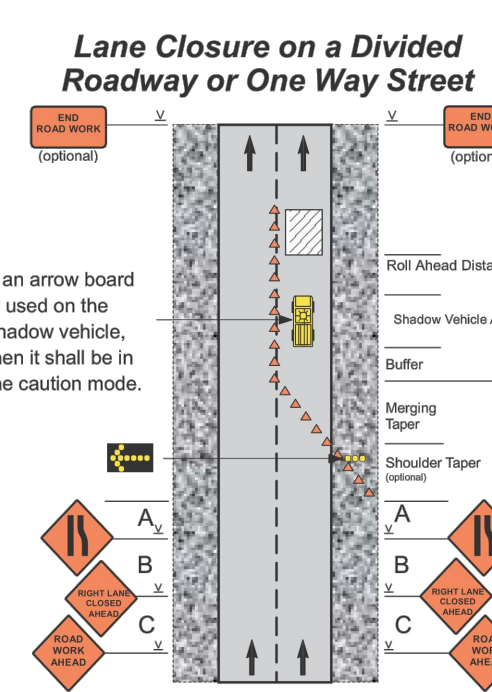
Note: WORKERS or UTILITY WORK AHEAD signs may be used instead of the SHOULDER WORK or ROAD WORK AHEAD signs.

Paved Shoulder ≥8ft.
Closed on Divided Roadway

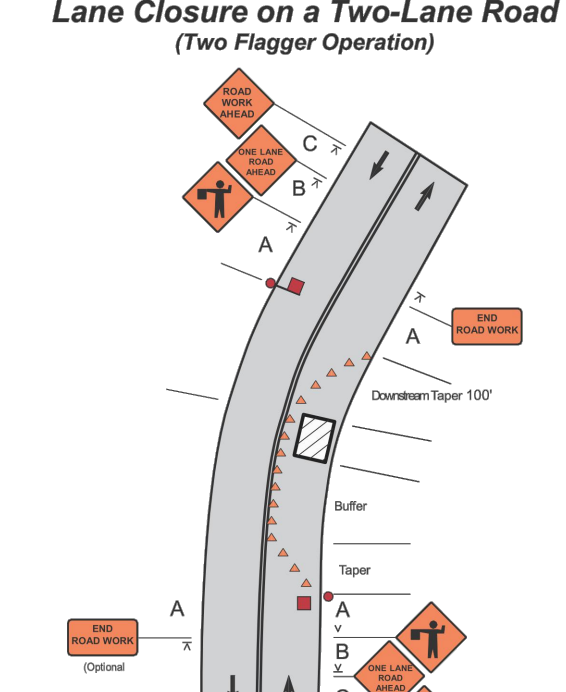


- Notes:
- SHOULDER CLOSED signs should be used on limited-access highways where there is no opportunity for disabled vehicles to pull off the traveled way.
 - UTILITY WORK AHEAD or WORKERS signs may be used instead of the ROAD WORK AHEAD sign.
 - Use of an arrow display is optional. If used, it shall be operated in the caution mode.
 - ≤40mph speed limit, shadow vehicle optional.

Shadow Vehicles CANNOT be used as work vehicles

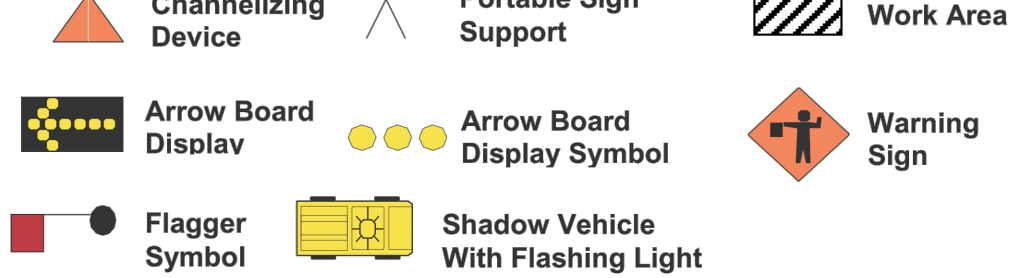


- Notes:
- When a side road intersects the roadway within the work zone, additional devices shall be erected to channelize traffic to/from the side road, and a ROAD WORK AHEAD sign shall be placed on each side road approach.
 - On non-freeway multi-lane roads in urban areas, the sign spacing may be reduced.
 - ≤40mph speed limit, shadow vehicle optional.



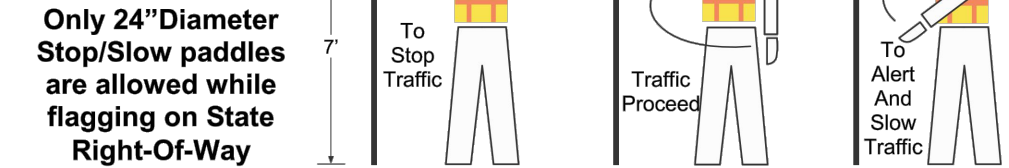
- Notes:
- The flagger or flaggers shall use approved flagging procedures according to the MUTCD.
 - If there is a side road intersection within the work area, additional traffic control, such as flaggers and appropriate signage, may be needed on the side road approaches.

Legend



Flagger Standards and Procedures

If flaggers are used they must be properly trained and equipped at all times.



Acceptable Channelizing Devices

- Stripes on barricade rails slope downward at an angle of 45 degrees toward the direction traffic is to pass.
 - Barricade rail stripe widths shall be 6 inches except where rail lengths are less than 36 inches, then 4 inch wide stripes may be used.
 - The sides of barricades facing traffic shall have retroreflective rail faces.
 - All channelizing devices shall meet AASHTO Manual for Assessing Safety Hardware (MASH) Requirements.
- Spacing
- On Tapers: The distance in feet equal to the speed limit in mph.
- Alongside the work area: The distance in feet equal to 2.0 times the speed limit in mph.
- Alternatively, the spacing for straight-a-ways may be as follows:
- 20 to 40 mph: 1 cone for every 40' (every skip)
 - 40 to 55 mph: 1 cone for every 80' (every other skip)
 - 60 mph & above: 1 cone for every 120' (every 3 skips)

Sign Spacing (feet)				
	25-30 mph	35-40 mph	45-55 mph	Multilane Divided 50 mph or higher
A	100	350	500	1000
B	100	350	500	1600
C	100	350	500	2640

Distances shown are approximate. Sign spacing should be adjusted for curves, hills, intersections, driveways, etc., to improve sign visibility.

OPTIONAL SKIPS BASED TAPERS (For a 12 FT Wide Closure)											
Speed (MPH)	Shoulder Tapers			Shifting Tapers			Merging Tapers				
	L	#S	#C	L	#S	#C	L	#S	#C		

Speed (MPH)	Shoulder Tapers			Shifting Tapers			Merging Tapers				
	L	#S	#C	L	#S	#C	L	#S	#C		
20	80	2	20	5	80	2	20	5	160	4	20
25	80	2	20	5	80	2	20	5	160	4	20
30	80	2	20	5	120	3	20	7	200	5	20
35	120	3	20	7	160	4	20	9	280	7	20
40	120	3	40	4	160	4	40	5	320	8	40
45	200	5	40	6	280	7	40	8	560	14	40
50	200	5	40	6	320	8	40	9	600	15	40
55	240	6	40	7	360	9	40	10	680	17	40
60	240	6	60	5	360	9	60	7	720	16	60
65	280	7	60	6	400	10	60	8	800	20	60
70	280	7	80	6	440	11	80	9	840	21	80

2-Way & Downstream Tapers are always 100/2.5/20/7			
L = Length (ft)	#S = Number of Skips	#C = Cone Spacing (ft)	#C = Number of Cones

Guidelines for Buffer Lengths and Distance of Flagger Station in Advance of the Workspace

Speed (mph)	MUTCD Based Buffer Length (ft)	Optional Skips Based Buffer Length (ft)	Number of Skips
20	115	120	3
25	155	160	4
30	200	200	5
35	250	280	7
40	305	320	8
45	360	360	9
50	425	440	11
55	495	520	13
60	570	600	15
65	645	680	17
70	730	760	19

Roll-ahead Distances		
Speed	Stationary	Mobile
≤ 45 mph	100 ft	150 ft
50 - 55 mph	150 ft	200 ft
60 - 65 mph	200 ft	275 ft
70 mph	225 ft	325 ft

DISCLAIMER... The purpose of this document is to present guidelines for work zone traffic control. This covers the basic requirements set forth in Part VI of the Indiana Manual on Uniform Traffic Control Devices (MUTCD) as it pertains to Right-Of-Way Permit work. Any changes or additions of traffic control of protection can be requested per the INDOT District Permit Sections. This document MUST accompany the Right-Of-Way Permit Application.

Created By: INDOT, Work Zone Safety Section, June 2011.

www.in.gov/indot



LUPTON
RAUSCH

ARCHITECTURE +
INTERIOR DESIGN



SCANNELL
PROPERTIES

MIXED USE DEVELOPMENT

CURRY URBAN
PROPERTIES

2851 EAST LONGVIEW AVENUE
BLOOMINGTON, INDIANA 47408

PROJECT NUMBER 21000.0

ISSUED FOR EARTHWORK & SITE UTILITIES 08/23/2021

ADDENDUM NO 02 09/14/2021

PHASE 2 PERMIT SUBMITTAL 10/04/2021

SEE BULLETIN 1 12/06/2021

SEE BULLETIN 2 12/21/2021

RFI-10 01/04/2022



MAINTENANCE OF
TRAFFIC

C602
LUPTON RAUSCH



Board of Public Works Staff Report

Project/Event:	Request from Duke Energy for Right of Way Use on N Pete Ellis Dr
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Presley Page, Duke Energy
Date:	January 18, 2022

Report: Duke Energy is requesting use of the Right of Way on North Pete Ellis Drive to provide underground power to the Curry Urban site being constructed at the corner of Pete Ellis and Longview. Snedegar Construction will be performing the work for Duke Energy. This work will start immediately south of the railroad tracks on N Pete Ellis Dr south to E 3rd St. The work will primarily take place on the east side of N Pete Ellis and will be confined to the tree plot area, with minimal use of a lane on Pete Ellis Dr for loading/unloading. The sidewalk will remain unaffected for the duration. The work is planned to for approximately 30 days, between January 28 to April 8, 2022.

January 11, 2022

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

Re: N. Pete Ellis Drive Duke-Energy work

Dear Board Members:

Duke-Energy (“Duke”) is planning a project along N. Pete Ellis Drive from the railroad tracks to E 3rd Street. In order to facilitate this project, Duke is respectfully requesting temporary lane closures along N Pete Ellis Drive for both the Northbound and Southbound lanes. Duke is requesting these closures from January 28th, 2022 through April 8th, 2022. This work will take roughly 1 to 2 months to do once started and is targeted to happen between January 28th and April 8th, 2022. This work would mainly consist of a boring machine, pipe truck, Duke line truck, and water truck set up along N Pete Ellis while Snedegar bores in new UG conduit, sets Duke pad mounted equipment, and pulls in new wire. Trucks will need to be set up on N Pete Ellis occasionally when not able to be set up off the curb.

Duke will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, Duke respectfully requests that the Board of Public Works approves the restrictions closure referenced above from Jan 28th, 2022 to April 8th, 2022.

Sincerely,



Presley Page

Sr Engineering Technologist
Distribution Design



1100 W 2nd Street
Bloomington, Indiana 47403
Presley.Page@Duke-Energy.com

January 11, 2022

Re: Curry Urban Project – Temporary Lane Restrictions along N. Pete Ellis Dr.

Dear Neighbor,

Duke-Energy will be performing work associated with the development of the property at 121 N Pete Ellis Dr along N Pete Ellis Drive from the South side of the railroad tracks to E 3rd Street in right of way.

In order to facilitate the construction of this project, and ensure the safety of both the general public and the construction personnel, Duke is working with the City of Bloomington to temporarily restrict both the Northbound and Southbound lanes of N Pete Ellis Drive for approximately two months off and on as construction takes place. Momentary lane closures along N Pete Ellis may be needed when there isn't room to place water or pipe trucks off the curb. Duke will be providing flaggers to assist with traffic on N Pete Ellis Drive during any lane closures and will be providing temporary street crossings to help with safe pedestrian movement.

Duke-Energy has been working with the City of Bloomington Engineering department to limit impact to you and your neighbors, and we will be discussing our proposed plans in more detail at the upcoming Board of Public Works meeting on January 18, 2022 at 5:40pm via Zoom. The public will have the opportunity to provide comments regarding traffic interruptions and temporary lane closures at this time.

Sincerely,



Presley Page
Sr Engineering Technologist
Distribution Design



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

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

Phone: (812) 349-3423
Fax: (812) 349-3520
Email: planning@bloomington.in.gov

☒ ROW EXCAVATION ☒ ROW USE

ADDRESS OF ROW ACTIVITY: 105 N Pete Ellis Drive Bloomington IN

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Presley Page</u> E-MAIL: <u>Presley Page@Duke-Energy.com</u> COMPANY: <u>Duke-Energy</u> ADDRESS: <u>1100 W 2nd Street</u> CITY, STATE, ZIP: <u>Bloomington In 47403</u> 24-HR EMERGENCY CONTACT NAME: <u>Paul Behl</u> 24-HR CONTACT PHONE #: <u>970-683-9694</u> INSURANCE #*: _____ COMPANY: _____ BOND #*: <u>106845101</u> COMPANY: <u>Travelers Casualty & Surety Company</u> <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> **SUBCONTRACTOR INFORMATION** (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: <u>Snedegar Construction</u>	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Upgrading UG Wire along Pete Ellis from RR tracks to 3rd Street to handle additional circuit load from new Curry Urban Mixed Use building.</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>N Pete Ellis Drive Bloomington IN</u> 1ST INTERSECTING STREET NAME: <u>RR Tracks by Amy Lane to</u> 2ND INTERSECTING STREET NAME: <u>3rd Street in front of McDonalds</u> <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>1/28/2022</u> END DATE: <u>4/8/2022</u> # OF DAYS*: <u>+/- 30</u> <small>Most of this work should be done in the grass between mixed use path or sidewalk along Pete Ellis Dr. Lane closure needed for water, pipe, and equipment trucks.</small> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: <u>9:00</u> AM - <u>4:00</u> PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : <u>350 SQFT</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>300 SQFT</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>2,400 SQFT</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: <u>1 Install</u> SQ FT OF SIDEWALK RECONSTRUCTION*: <u>none</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>none</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: <u>none</u>
<div style="display: flex; align-items: center;"> <div> TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW. </div> </div>	
H. INDEMNIFICATION AGREEMENT: <small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Presley Page</u> SIGNATURE: <u>Presley Page</u> DATE: <u>1-12-2022</u>	

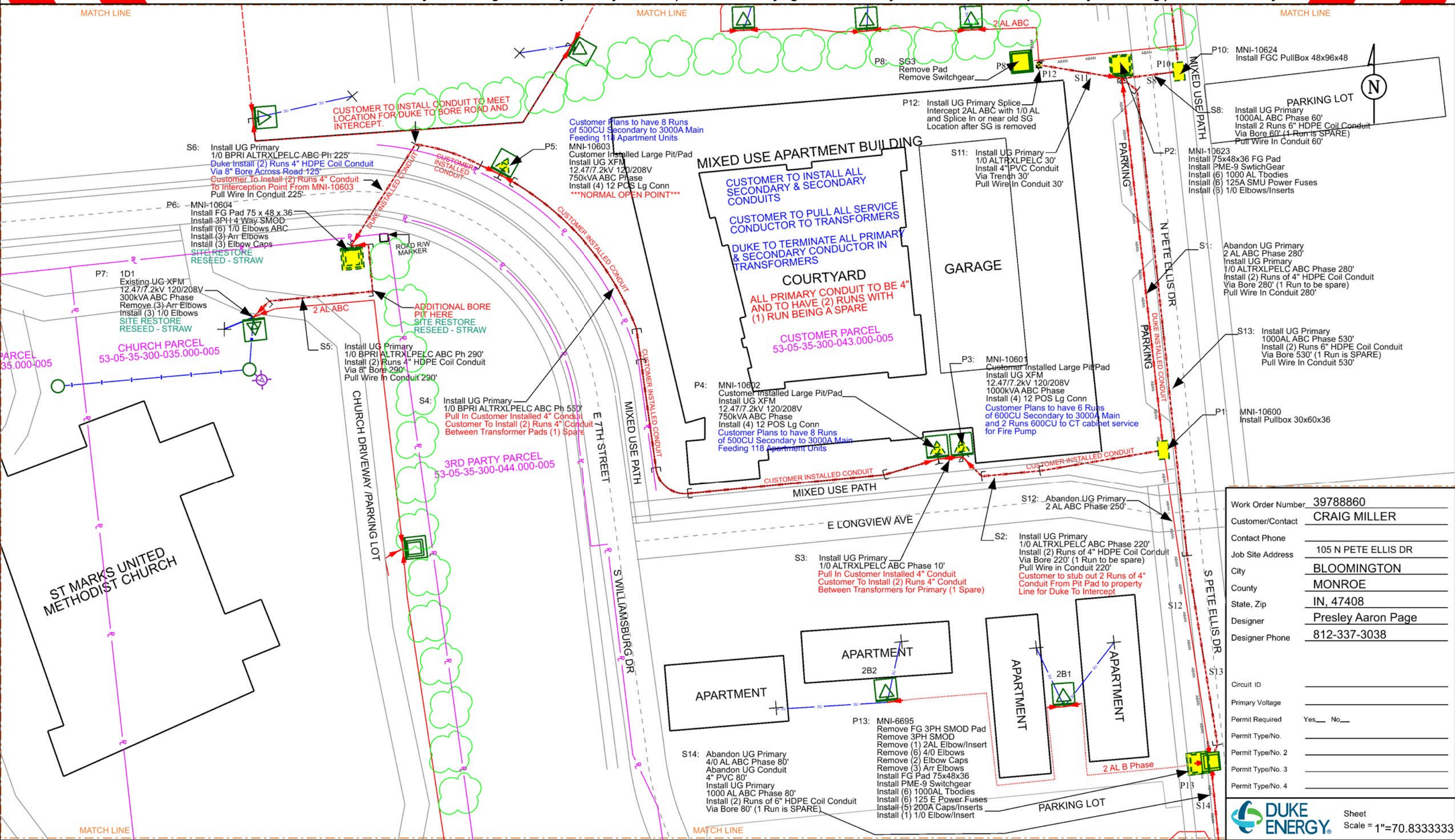
For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ BPW ☐ City Engineer ☐ Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



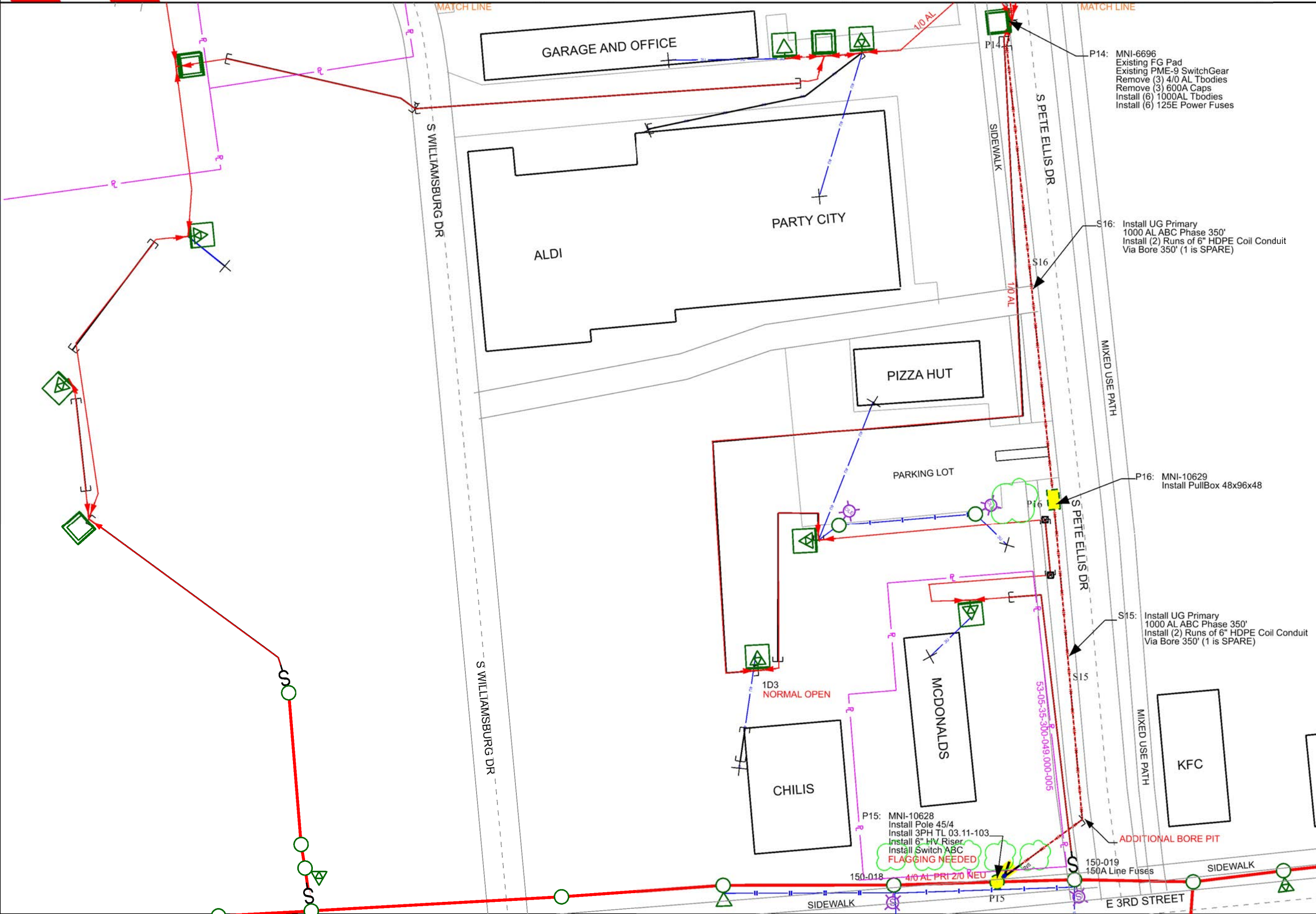
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	39788860
Customer/Contact	CRAIG MILLER
Contact Phone	
Job Site Address	105 N PETE ELLIS DR
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47408
Designer	Presley Aaron Page
Designer Phone	812-337-3038
Circuit ID	
Primary Voltage	
Permit Required	Yes___ No___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

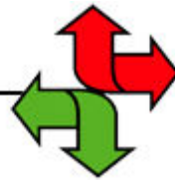


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Job Site Address: 105 N PETE ELLIS DR
City: BLOOMINGTON
County: MONROE
State, Zip: IN, 47408
Designer: Presley Aaron Page
Designer Phone: 812-337-3038

Circuit ID:
Primary Voltage:
Permit Required: Yes___ No___
Permit Type/No.:
Permit Type/No. 2:
Permit Type/No. 3:
Permit Type/No. 4:

DUKE ENERGY
Sheet Scale = 1"=70.8333333

Manual on Uniform Traffic Control Devices (MUTCD)



Knowledge

[Back to Chapter 6H](#)
**2009 Edition Part 6 Figure 6H-10. Lane Closure on a Two-Lane Road Using
Flaggers (TA-10)**

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)

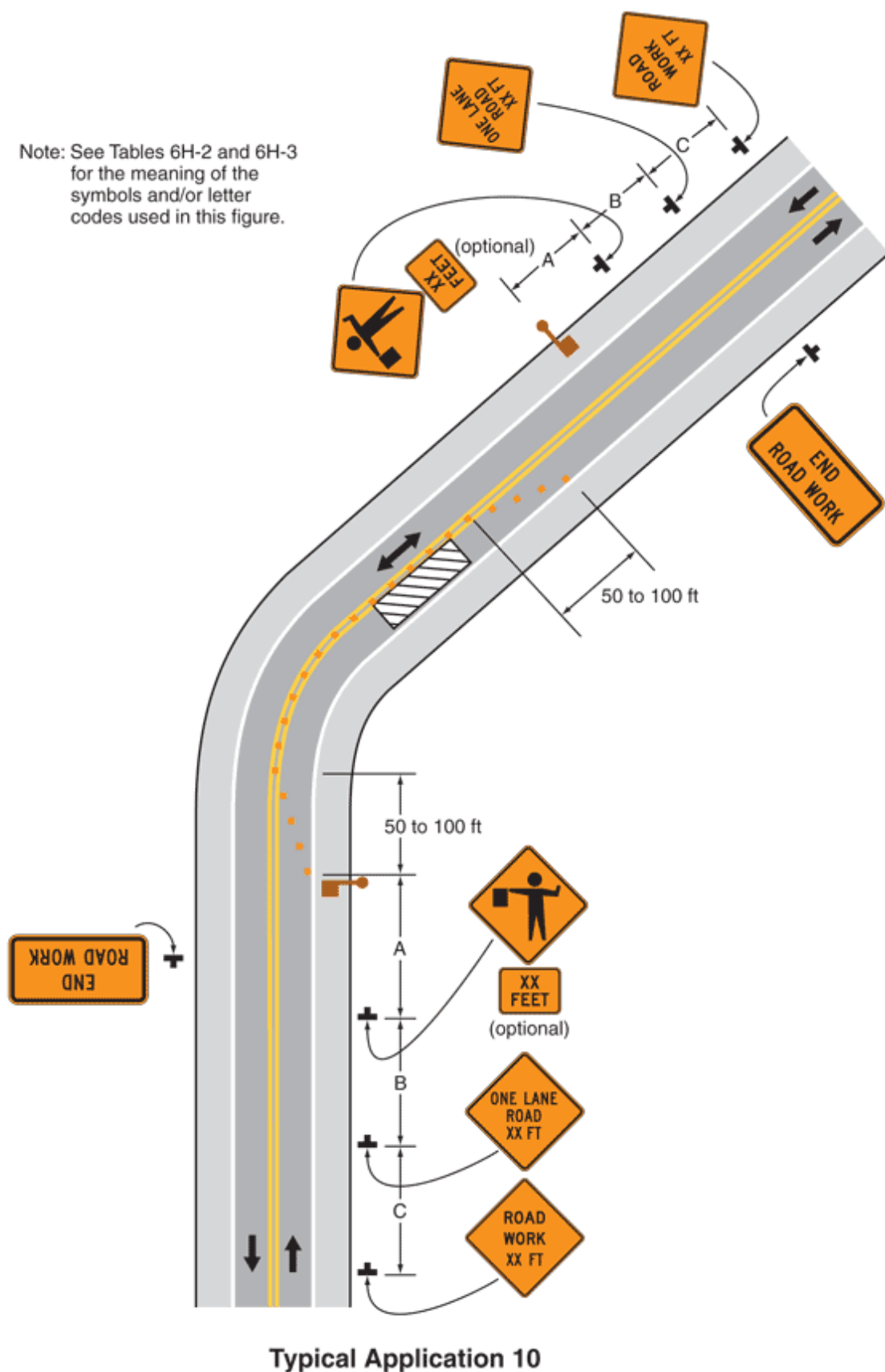


Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)

This figure illustrates lane closure on a two-lane road using flaggers. A legend under the figure states that this is Typical Application 10. A note states "See [Tables 6H-2](#) and [6H-3](#) for the meaning of the symbols and/or letter codes used in this figure."

A vertical two-lane roadway is shown, the top half curving to the right. Downward-pointing black arrows in the left lane and upward-pointing black arrows in the right lane denote the direction of travel. The opposing lanes are shown separated by a solid double yellow line. A shoulder is shown to the right of each direction of travel. The shoulders are shown separated from the travel lanes by a solid white line.

At the bottom of the figure and to the right of the shoulder of the right lane, a black inverted "T" is shown denoting a sign. The sign is shown as a diamond-shaped orange sign with a black border and the words "ROAD WORK XX FT" in black. This sign is shown at a dimensioned distance C in advance of another diamond-shaped orange sign with a black border to the right of the right shoulder. It shows the words "ONE LANE ROAD XX FT" in black. This sign is shown at a dimensioned distance B in advance of a sign assembly to the right of the right shoulder. This assembly is shown as composed of a diamond-shaped orange sign with a black border and a black symbol of a flagger above a horizontal rectangular orange supplemental plaque labeled optional with a black border and the distance "XX FEET" in black. This sign assembly is shown at a dimensioned distance A in advance of a red symbol for a flagger, shown on the right shoulder. Beginning where the flagger is shown and at the white line separating the shoulder from the right lane, a series of orange squares, denoting channelizing devices, are shown tapering in to the solid double yellow line separating the opposing traffic lanes. The space between the first channelizing device at the shoulder to the one shown on the solid double yellow line is shown as a dimension of 50 to 100 ft. Beyond this area, the channelizing devices continue along the solid double yellow line as the road is shown curving to the right.

Beyond the curve, the work space is shown in the right lane, represented by a vertical rectangular black and white diagonally striped box. The channelizing devices are shown continuing along the solid double yellow line to a point one device beyond the work space and then tapering back to the right shoulder for a dimensioned distance of 50 to 100 ft. Near the top of the figure, a horizontal rectangular orange sign with a black border is shown to the right of the right shoulder with the words "END ROAD WORK" in black.

At the top of the figure, to the outside of the left lane, the same three diamond-shaped orange signs are shown at the same dimensioned distances in advance of another flagger symbol in advance of the work space. Beyond the work space and roadway curve in the left lane, another End Road Work sign is shown.

[Back to Chapter 6H](#)



Board of Public Works Staff Report

Project/Event: Fire Station #5 Remodel

Petitioner/Representative: Bloomington Fire Department

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

Meeting Date: 1/18/2022

The Bloomington Fire Department is requesting permission to proceed with a remodeling project at Fire Station #5. The project will include expansion, new cabinets, and new countertops in the Kitchen, construction of a partition wall in the equipment bay, construction of a small office for use by the station Captain, filling in the overhead door on the north side of the building with solid masonry, and installation of door from equipment bay directly into the locker room.

Tabor Bruce Architects developed a floor plan and created construction drawings that were used to bid the project. Three bids were solicited and are as follows:

Building Associates, Inc.	\$ 61,700.00
Ann-Kriss, LLC	\$ 63,646.00
Strauser Construction Co., Inc.	\$ 48,975.00

Although there is a large discrepancy in the quotes, Strauser reviewed the plans and stands by their quote.

Respectfully submitted,

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Strauser Construction Co., Inc.

Contract Amount: \$48,975.00

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

PURCHASE INFORMATION

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

☐

Request for Quote (RFQ)

☐

Request for Proposal (RFP)

☐

Sole Source

☐

Not Applicable (NA)

☒

Invitation to Bid (ITB)

☐

Request for Qualifications (RFQu)

☐

Emergency Purchase

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

Yes No

of Submittals: 3

Yes

No

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

☒☐

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

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

Strauser was the lowest qualified bidder.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
STRAUSER CONSTRUCTION CO., INC.
FOR
FIRE STATION #5 REMODEL

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

WITNESSETH THAT:

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

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 180 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Forty-Eight Thousand, Nine Hundred Seventy-Five Dollars (\$48,975.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

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

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

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

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

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

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

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Strauser Construction Co., Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Lennie Strauser
P.O. Box 100 Suite 120	453 Clarizz Blvd.
Bloomington, Indiana 47402	Bloomington, IN 47401

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented

any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY: Strauser Construction Co., Inc.

_____, President

_____, Vice President

_____, Secretary

John Hamilton, Mayor of Bloomington

Lennie Strauser, Owner

ATTACHMENT 'A'

"SCOPE OF WORK"

Fire Station #5 Remodel

This project shall include, but is not limited to;

Labor, material & equipment for the following work:

Per Drawing Sheets GC001, AS101, AD101, AE101, AE401 by Tabor Bruce Architecture & Design Inc. dated November 2021

Scope:

Inclusions:

1. Demolition work
2. Wall framing
3. Drywall hang & finish
4. Drywall ceiling system
5. Cove base
6. Painting
7. (3) new door openings
8. Masonry work
9. Cabinets and solid surface countertops
10. Appliance allowance (\$3000)
11. Plumbing work
12. Electrical work
13. Local building permit
14. Clean up of our debris

Exclusions:

1. Bonds
2. Sprinkler System
3. Engineering & Design
4. Existing and new infrared heater work
5. All other trade work unless specified above
6. Premium time

ATTACHMENT 'B'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)
_____.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Quoter'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 Quote and subsequent execution of a Contract, the undersigned Quoter certifies that as successful Quoter (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 Quoter certifies that as successful Quoter (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 Quoter acknowledges that included in the various items listed in the Schedule of Quote Prices and in the Total Amount of Quote Prices are costs for complying with I.C. 36-1-12-20. The Quoter further identifies the costs to be summarized below*:

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

Method of Compliance (Specify) _____

Signature

Date: _____, 20____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

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

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

“E-Verify AFFIDAVIT”

E-VERIFY AFFIDAVIT

Commission Number _____

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

Commission Number



Board of Public Works Claim Register

Invoice Date Range 12/24/21 -
01/07/22

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Christian Bergeron	01-refund adoption fee- canine-12/21/21		01/07/2022	40.00
Account 43430 - Animal Adoption Fees Totals			Invoice 1 Transactions	<u>\$40.00</u>
Account 52210 - Institutional Supplies				
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-12/23/21		01/07/2022	249.50
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding, rabbit food-		01/07/2022	278.47
Account 52210 - Institutional Supplies Totals			Invoice 2 Transactions	<u>\$527.97</u>
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12- 12/11/21-		12/29/2021	218.94
Account 53210 - Telephone Totals			Invoice 1 Transactions	<u>\$218.94</u>
Account 53220 - Postage				
4487 - PMB East, INC (PakMail)	01-BOH shipping-12/20/21		01/07/2022	22.82
Account 53220 - Postage Totals			Invoice 1 Transactions	<u>\$22.82</u>
Account 53610 - Building Repairs				
4483 - City Lawn Corporation	19-SA Mowing @ 3410 S Walnut 11/2		01/07/2022	120.00
Account 53610 - Building Repairs Totals			Invoice 1 Transactions	<u>\$120.00</u>
Program 010000 - Main Totals			Invoice 6 Transactions	<u>\$929.73</u>
Program 010001 - Donations Over \$5K				



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Account **53130 - Medical**

6529 - BloomingPaws, LLC	01-diagnostics, surgery- 11/29 & 11/30/21	01/07/2022	975.51
6529 - BloomingPaws, LLC	01-HTW treatment- 12/20/21	01/07/2022	136.65
175 - Monroe County Humane Association, INC	01-bloodwork-11/30/21	01/07/2022	35.00

Account **53130 - Medical** Totals

Invoice 3 \$1,147.16

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

Transactions
Invoice 3 \$1,147.16

Department **01 - Animal Shelter** Totals

Transactions
Invoice 9 \$2,076.89
Transactions

Department **02 - Public Works**

Program **020000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12- 12/11/21-	12/29/2021	83.48
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Account **53210 - Telephone** Totals

Invoice 1 \$83.48

Program **020000 - Main** Totals

Transactions
Invoice 1 \$83.48

Department **02 - Public Works** Totals

Transactions
Invoice 1 \$83.48
Transactions

Department **03 - City Clerk**

Program **030000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12- 12/11/21-	12/29/2021	122.85
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Account **53210 - Telephone** Totals

Invoice 1 \$122.85

Program **030000 - Main** Totals

Transactions
Invoice 1 \$122.85

Department **03 - City Clerk** Totals

Transactions
Invoice 1 \$122.85
Transactions

Department **04 - Economic & Sustainable Dev**



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Program **040000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 11/12-12/11/21-	12/29/2021	40.95
Account 53210 - Telephone Totals	Invoice 1	\$40.95
	Transactions	

Account **53910 - Dues and Subscriptions**

6749 - Localintel, INC

04: Subscription renewal	01/07/2022	4,500.00
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Econ Dev Online Tools

4622 - Momentive INC.

04: Grant Management	01/07/2022	14,000.00
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Software (Survey Monkey

Account 53910 - Dues and Subscriptions Totals	Invoice 2	\$18,500.00
	Transactions	

Account **53960 - Grants**

1051 - Bloomington Economic Development Corp

04: BEDC 2021 Ops	01/07/2022	25,000.00
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Support and CEDS Funding

6633 - MidWay Music Speaks

04: Local Food Access	01/07/2022	2,500.00
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Grant (People's Market)

232 - Monroe County United Ministries INC

04: 2021 Local Food Grant	01/07/2022	2,500.00
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(MCUM)

1102 - Mother Hubbard's Cupboard

04: 2021 Local Food Grant	01/07/2022	2,500.00
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(Mother Hubbard's)

Account 53960 - Grants Totals	Invoice 4	\$32,500.00
	Transactions	

Account **53970 - Mayor's Promotion of Business**

51483 - Downtown Bloomington, INC

04: Busk at Dusk Grant	01/07/2022	610.00
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Aamt with DBI

Account 53970 - Mayor's Promotion of Business Totals	Invoice 1	\$610.00
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Program **040000 - Main** Totals

Transactions	Invoice 8	\$51,650.95
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Department **04 - Economic & Sustainable Dev** Totals

Transactions	Invoice 8	\$51,650.95
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Transactions

Department **05 - Common Council**

Program **050000 - Main**

Account **52110 - Office Supplies**



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6792 - VARI Sales Corporation

05 - Standing Desk -
ProPlus36
Account **52110 - Office Supplies** Totals

01/07/2022	395.00
Invoice 1	<hr/>
	\$395.00
Transactions	

Account **53910 - Dues and Subscriptions**

7948 - Heather Himebaugh Lacy

05 - Lacy Annual Indiana
Attorney Registration -
Account **53910 - Dues and Subscriptions** Totals

01/07/2022	180.00
Invoice 1	<hr/>
	\$180.00
Transactions	
Invoice 2	<hr/>
	\$575.00
Transactions	
Invoice 2	<hr/>
	\$575.00
Transactions	

Program **050000 - Main** Totals

Department **05 - Common Council** Totals

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

06-ink pens, scissors
Account **52110 - Office Supplies** Totals

01/07/2022	7.00
Invoice 1	<hr/>
	\$7.00
Transactions	

Account **53220 - Postage**

933 - United States Postal Service

06-Postage for Postage
Meter
Account **53220 - Postage** Totals

12/29/2021	35,250.00
Invoice 1	<hr/>
	\$35,250.00
Transactions	
Invoice 2	<hr/>
	\$35,257.00
Transactions	
Invoice 2	<hr/>
	\$35,257.00
Transactions	

Program **060000 - Main** Totals

Department **06 - Controller's Office** Totals

Department **07 - Engineering**

Program **070000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 11/12-
12/11/21-
Account **53210 - Telephone** Totals

12/29/2021	347.07
Invoice 1	<hr/>
	\$347.07
Transactions	



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Account **53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings	07-HT Legal Bid Requests (3)-10/31-11/29/21	01/07/2022	492.10
Account 53320 - Advertising Totals		Invoice 1	<hr/> \$492.10
		Transactions	

Account **53990 - Other Services and Charges**

5638 - Mother Bears, INC	07 - Food for Engineering Retreat -12/16/21	01/07/2022	164.50
53442 - Paragon Micro, INC	07-Adobe Photoshop, new subscription (H.	01/07/2022	301.99
Account 53990 - Other Services and Charges Totals		Invoice 2	<hr/> \$466.49
		Transactions	
Program 070000 - Main Totals		Invoice 4	<hr/> \$1,305.66
		Transactions	
Department 07 - Engineering Totals		Invoice 4	<hr/> \$1,305.66
		Transactions	

Department **09 - CFRD**

Program **090000 - Main**

Account **52420 - Other Supplies**

6274 - Quality Logo Products	09-swig-water bottles (250)-12/21/21	01/07/2022	288.54
6274 - Quality Logo Products	09-swig-hand sanitizer (200)-12/23/21	01/07/2022	189.00
5819 - Synchrony Bank	09-Amazon-umbrellas (4)- 12/7/21	01/07/2022	82.76
Account 52420 - Other Supplies Totals		Invoice 3	<hr/> \$560.30
		Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12- 12/11/21-	12/29/2021	40.95
Account 53210 - Telephone Totals		Invoice 1	<hr/> \$40.95
		Transactions	
Program 090000 - Main Totals		Invoice 4	<hr/> \$601.25
		Transactions	
Department 09 - CFRD Totals		Invoice 4	<hr/> \$601.25
		Transactions	

Department **10 - Legal**



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Program **100000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

10 OD office supplies	01/07/2022	44.25
211139053001 battery.		
Account 52110 - Office Supplies Totals	Invoice 1	<u>\$44.25</u>
	Transactions	

Account **53120 - Special Legal Services**

50587 - Barnes & Thornburg LLP

10 legal services 2554606	01/07/2022	695.00
general municipal advice		

7607 - Randal M Klezmer

10 workers comp	01/07/2022	15,000.00
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199 - Monroe County Government

settlement #C-250519		
10 copy fees Nov 2021	01/07/2022	2.00

Account 53120 - Special Legal Services Totals	Invoice 3	<u>\$15,697.00</u>
	Transactions	
Program 100000 - Main Totals	Invoice 4	<u>\$15,741.25</u>
	Transactions	
Department 10 - Legal Totals	Invoice 4	<u>\$15,741.25</u>
	Transactions	

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 11/12- 12/11/21-Inv.	12/29/2021	114.41
Account 53210 - Telephone Totals	Invoice 1	<u>\$114.41</u>
	Transactions	
Program 110000 - Main Totals	Invoice 1	<u>\$114.41</u>
	Transactions	
Department 11 - Mayor's Office Totals	Invoice 1	<u>\$114.41</u>
	Transactions	

Department **12 - Human Resources**

Program **120000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 11/12- 12/11/21-	12/29/2021	23.90
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Account 53210 - Telephone Totals		Invoice 1	\$23.90
		Transactions	
Account 53990 - Other Services and Charges			
6309 - CivicPlus, INC	12-CivicHR Annual	01/07/2022	5,506.99
	Subscription \$5506.99		
Account 53990 - Other Services and Charges Totals		Invoice 1	\$5,506.99
		Transactions	
Program 120000 - Main Totals		Invoice 2	\$5,530.89
		Transactions	
Department 12 - Human Resources Totals		Invoice 2	\$5,530.89
		Transactions	
Department 13 - Planning			
Program 130000 - Main			
Account 52420 - Other Supplies			
5819 - Synchrony Bank	07-work gloves, snowbrush	01/07/2022	48.78
	with scraper-12/14/21		
5819 - Synchrony Bank	07-MagLite 2-cell D	01/07/2022	40.47
	flashlight-12/19/21		
5819 - Synchrony Bank	07-Stanley powerlock II	01/07/2022	29.98
	power return tape measure-		
Account 52420 - Other Supplies Totals		Invoice 3	\$119.23
		Transactions	
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12-	12/29/2021	409.50
	12/11/21-		
Account 53210 - Telephone Totals		Invoice 1	\$409.50
		Transactions	
Program 130000 - Main Totals		Invoice 4	\$528.73
		Transactions	
Department 13 - Planning Totals		Invoice 4	\$528.73
		Transactions	
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52210 - Institutional Supplies			
5819 - Synchrony Bank	19-3 Sets of Tables &	01/07/2022	459.12
	Chairs for Atrium, INV#		



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Account **52210 - Institutional Supplies** Totals

Invoice 1
Transactions
\$459.12

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 11/12-12/11/21-	12/29/2021	166.96
Account 53210 - Telephone Totals	Invoice 1	\$166.96
	Transactions	

Account **53610 - Building Repairs**

4483 - City Lawn Corporation	19-SA Mowing @ 4th/Washington 11/4	BC 2020-71	01/07/2022	30.00
4483 - City Lawn Corporation	19-SA Mowing @ Tapp/Rockport 10/22,	BC 2020-71	01/07/2022	35.00
4483 - City Lawn Corporation	19-SA Mowing @ 1910 W 3rd St 10/6,20	BC 2020-71	01/07/2022	80.00
4483 - City Lawn Corporation	19-SA Mowing @2541 W 3rd 10/6,13,20	BC 2020-71	01/07/2022	150.00
4483 - City Lawn Corporation	19-SA Mowing @2nd/Weimer 10/21	BC 2020-71	01/07/2022	35.00
4483 - City Lawn Corporation	19-SA Mowing @ 4th/Washington 10/6,19	BC 2020-71	01/07/2022	60.00
4483 - City Lawn Corporation	19-SA Mowing @ City Hall 11/2 Leaf Removal 11/23	BC 2020-71	01/07/2022	330.00
Account 53610 - Building Repairs Totals	Invoice 7			\$720.00
	Transactions			
Program 190000 - Main Totals	Invoice 9			\$1,346.08
	Transactions			
Department 19 - Facilities Maintenance Totals	Invoice 9			\$1,346.08
	Transactions			

Department **28 - ITS**

Program **280000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12-12/11/21-	12/29/2021	78.48
13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12-12/11/21-	12/29/2021	576.60
1079 - AT&T	28-phone charges 11/20-12/19/21-#812 339-2261	12/29/2021	6,267.92
Account 53210 - Telephone Totals	Invoice 3		\$6,923.00
	Transactions		



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Account **53640 - Hardware and Software Maintenance**

4102 - Hyland Software, INC	28-Hyland Document Maintenance-OnBase-	01/07/2022	28,000.83
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	\$28,000.83
		Transactions	

Account **53910 - Dues and Subscriptions**

7404 - ArchiveSocial, INC	28-2022 social media archiving sub. - 6K records-	01/07/2022	8,388.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$8,388.00
		Transactions	

Account **54420 - Purchase of Equipment**

53442 - Paragon Micro, INC	28-Mavic 3 drone-12/15/21	01/07/2022	3,384.97
5534 - Presidio Holdings, INC	28-City Hall Council Chambers equipment	01/07/2022	7,015.85
5534 - Presidio Holdings, INC	28-City Hall Council Chambers upgrades-	01/07/2022	3,240.00
5819 - Synchrony Bank	28 - Otterbox Defender cell phone case-H. Kelson-	01/07/2022	45.48
5819 - Synchrony Bank	28-Jabra Link 370 Bluetooth adapter-M.	01/07/2022	51.35
5819 - Synchrony Bank	28-Two Jabra wireless headsets-K. Murphy & H.	01/07/2022	283.98
Account 54420 - Purchase of Equipment Totals		Invoice 6	\$14,021.63
		Transactions	
Program 280000 - Main Totals		Invoice 11	\$57,333.46
		Transactions	
Department 28 - ITS Totals		Invoice 11	\$57,333.46
		Transactions	
Fund 101 - General Fund (S0101) Totals		Invoice 62	\$172,267.90
		Transactions	

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

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **54420 - Purchase of Equipment**

5819 - Synchrony Bank	28 -Two Cisco Catalyst 12 port PoE switches-	01/07/2022	2,517.44
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Account **54420 - Purchase of Equipment** Totals

Invoice 1
Transactions \$2,517.44

Account **54450 - Equipment**

2898 - JDH Contracting, INC

25-96F Fiber Cable Reel for
Wifi in the Parks-12/15/21

01/07/2022 16,261.56

5819 - Synchrony Bank

25 - CapR Four Dell 22
inch monitors for ITS stock-

01/07/2022 1,032.00

Account **54450 - Equipment** Totals

Invoice 2 \$17,293.56

Program **254000 - Infrastructure** Totals

Transactions
Invoice 3 \$19,811.00
Transactions

Program **256000 - Services**

Account **53150 - Communications Contract**

4170 - Comcast Cable Communications, INC

28-3550 N Kinser Pike-
business services 12/27/21-

12/29/2021 108.35

Account **53150 - Communications Contract** Totals

Invoice 1 \$108.35

Program **256000 - Services** Totals

Transactions
Invoice 1 \$108.35

Department **25 - Telecommunications** Totals

Transactions
Invoice 4 \$19,919.35

Fund **401 - Non-Reverting Telecom (\$1146)** Totals

Transactions
Invoice 4 \$19,919.35
Transactions

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-10/29-12/01/21

BC 2010-23 12/29/2021 3,516.80

223 - Duke Energy

02-E. Rogers Rd Sidepath-
elec chqs 11/15-12/16/21

BC 2019-99 12/29/2021 9.09

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

Invoice 2 \$3,525.89
Transactions

Account **53990 - Other Services and Charges**

290 - James H Drew, Corporation

20-Services-repair signal
structure @ Atwater &

01/07/2022 2,215.70



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

Invoice 1 \$2,215.70

Transactions

Program **200000 - Main** Totals

Invoice 3 \$5,741.59

Transactions

Department **20 - Street** Totals

Invoice 3 \$5,741.59

Transactions

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

Invoice 3 \$5,741.59

Transactions

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **52420 - Other Supplies**

7225 - Arctic Glacier USA, INC	20-Ice for crews-150 7#	01/07/2022	322.50
	bags-12/22/21		
409 - Black Lumber Co. INC	20-4 cycle mower oil-1 qt-	01/07/2022	5.99
	11/8/21		
394 - Kleindorfer Hardware & Variety	20-Rainsuits for employees	01/07/2022	103.45
	(5)-12/16/21		
394 - Kleindorfer Hardware & Variety	20-Gloves for CenterStone	01/07/2022	73.96
	employees leafing-		

Account **52420 - Other Supplies** Totals

Invoice 4 \$505.90

Transactions

Account **53130 - Medical**

231 - IU Health OCC Health Services	20-G. Henson-DS DOT 5	01/07/2022	47.00
	Panel E Screen-11/17/21		
231 - IU Health OCC Health Services	20-F. Love-DS Breath	01/07/2022	47.00
	Alcohol Test-DOT-11/17/21		
231 - IU Health OCC Health Services	20-J. VanDeventer-DS DOT	01/07/2022	47.00
	5 Panel E Screen-12/2/21		
231 - IU Health OCC Health Services	20-Hearing Audio Testing	01/07/2022	986.00
	for Employees-10/19 &		

Account **53130 - Medical** Totals

Invoice 4 \$1,127.00

Transactions

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12-	12/29/2021	54.65
	12/11/21-		
13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12-	12/29/2021	166.96
	12/11/21-		



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Account 53210 - Telephone Totals		Invoice 2	\$221.61
Account 53910 - Dues and Subscriptions		Transactions	
2871 - International Municipal Signal Association (IMSA)	20-IMSA 2022 Membership dues for ST emp.-12/16/21	01/07/2022	20.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$20.00
Account 53920 - Laundry and Other Sanitation Services		Transactions	
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-12/15/21	BC 2009-52 01/07/2022	11.93
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-12/15/21	01/07/2022	34.28
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 2	\$46.21
Account 53990 - Other Services and Charges		Transactions	
4780 - TraffTech, INC	20-Square Maintenance Program Support 3 years-	01/07/2022	1,550.00
351 - Young Trucking, INC	20-Services for moving paver to Indy for	01/07/2022	450.00
Account 53990 - Other Services and Charges Totals		Invoice 2	\$2,000.00
Program 200000 - Main Totals		Transactions	
Department 20 - Street Totals		Invoice 15	\$3,920.72
Fund 451 - Motor Vehicle Highway(S0708) Totals		Transactions	
Fund 452 - Parking Facilities(S9502)		Invoice 15	\$3,920.72
Department 26 - Parking		Transactions	
Program 260000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12-12/11/21-	12/29/2021	122.85
13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12-12/11/21-	12/29/2021	13.91
Account 53210 - Telephone Totals		Invoice 2	\$136.76
		Transactions	



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Account **53830 - Bank Charges**

18844 - First Financial Bank, N.A.

06-Parking Garage Nov Bank Fees	12/30/2021	2,729.26
Account 53830 - Bank Charges Totals	Invoice 1	<hr/> \$2,729.26
Program 260000 - Main Totals	Transactions	
Department 26 - Parking Totals	Invoice 3	<hr/> \$2,866.02
Fund 452 - Parking Facilities(S9502) Totals	Transactions	
	Invoice 3	<hr/> \$2,866.02
	Transactions	
	Invoice 3	<hr/> \$2,866.02
	Transactions	

Fund **454 - Alternative Transport(S6301)**

Department **26 - Parking**

Program **260000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

13969 - AT&T Mobility II, LLC

06-cell phone chgs 11/12- 12/11/21-	12/29/2021	40.95
06-cell phone chgs 11/12- 12/11/21-	12/29/2021	13.91
Account 53210 - Telephone Totals	Invoice 2	<hr/> \$54.86
	Transactions	

Account **53830 - Bank Charges**

18844 - First Financial Bank, N.A.

06-Parking Web Nov Bank Fees	12/30/2021	4,085.22
Account 53830 - Bank Charges Totals	Invoice 1	<hr/> \$4,085.22
Program 260000 - Main Totals	Transactions	
Department 26 - Parking Totals	Invoice 3	<hr/> \$4,140.08
Fund 454 - Alternative Transport(S6301) Totals	Transactions	
	Invoice 3	<hr/> \$4,140.08
	Transactions	
	Invoice 3	<hr/> \$4,140.08
	Transactions	

Fund **455 - Parking Meter Fund(S2141)**

Department **26 - Parking**

Program **260000 - Main**



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Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12-12/11/21-	12/29/2021	40.95
13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12-12/11/21-	12/29/2021	13.92
Account 53210 - Telephone Totals		Invoice 2	<u>\$54.87</u>
		Transactions	

Account **53830 - Bank Charges**

18844 - First Financial Bank, N.A.	06-Parking Meter Nov Bank Fees	12/30/2021	5,169.14
Account 53830 - Bank Charges Totals		Invoice 1	<u>\$5,169.14</u>
		Transactions	
Program 260000 - Main Totals		Invoice 3	<u>\$5,224.01</u>
		Transactions	
Department 26 - Parking Totals		Invoice 3	<u>\$5,224.01</u>
		Transactions	
Fund 455 - Parking Meter Fund(S2141) Totals		Invoice 3	<u>\$5,224.01</u>
		Transactions	

Fund **456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**

Account **52420 - Other Supplies**

11243 - Core & Main, LP	20-ADA ramp plates 24x24 brick red-12/17/21	01/07/2022	2,341.00
Account 52420 - Other Supplies Totals		Invoice 1	<u>\$2,341.00</u>
		Transactions	

Account **53990 - Other Services and Charges**

467 - Groomer Construction, INC	20-2021 Sidewalk Repair Contract-12/13/21	BC 2021-03	01/07/2022	149,967.50
Account 53990 - Other Services and Charges Totals		Invoice 1		<u>\$149,967.50</u>
		Transactions		
Program 200000 - Main Totals		Invoice 2		<u>\$152,308.50</u>
		Transactions		
Department 20 - Street Totals		Invoice 2		<u>\$152,308.50</u>
		Transactions		
Fund 456 - MVH Restricted Totals		Invoice 2		<u>\$152,308.50</u>
		Transactions		



Board of Public Works Claim Register

Invoice Date Range 12/24/21 -
01/07/22

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

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

19278 - Milestone Contractors, LP	20-surface-patching-6.13 tons-12/8 & 12/9/21	BC 2021-119	01/07/2022	275.85
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 1		<hr/> \$275.85
		Transactions		
Program 020000 - Main Totals		Invoice 1		<hr/> \$275.85
		Transactions		
Department 02 - Public Works Totals		Invoice 1		<hr/> \$275.85
		Transactions		
Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice 1		<hr/> \$275.85
		Transactions		

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

Department **16 - Sanitation**

Program **160000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12- 12/11/21-		12/29/2021	419.36
13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12- 12/11/21-		12/29/2021	41.74
Account 53210 - Telephone Totals		Invoice 2		<hr/> \$461.10
		Transactions		
Program 160000 - Main Totals		Invoice 2		<hr/> \$461.10
		Transactions		
Department 16 - Sanitation Totals		Invoice 2		<hr/> \$461.10
		Transactions		
Fund 730 - Solid Waste (S6401) Totals		Invoice 2		<hr/> \$461.10
		Transactions		

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

Department **10 - Legal**

Program **100000 - Main**



Board of Public Works Claim Register

Invoice Date Range 12/24/21 -
01/07/22

Account **52430 - Uniforms and Tools**

8613 - Crane's Leather & Shoe Shop, INC	10 Crane's shoes 6661	01/07/2022	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear shoes 364752 Christian	01/07/2022	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear shoes 364744 iones	01/07/2022	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear shoes 364745 schreiber	01/07/2022	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear shoes 364747 eads b	01/07/2022	100.00
1448 - Shoe Carnival, INC	10 shoe carnival shoes 367897 ortiz	01/07/2022	100.00

Account 52430 - Uniforms and Tools Totals	Invoice 6	<hr/>	\$600.00
	Transactions		

Account **53130 - Medical**

6324 - Randy Hitchcox	10 cdl Physical 2021 Hitchcox	01/07/2022	90.00
4861 - Bradley C Rushton	10 cdl PHYSICAL Rushton 2021	01/07/2022	90.00
7987 - Jordan Wahl	10 cdl PHYSICAL J. Wahl	01/07/2022	100.00

Account 53130 - Medical Totals	Invoice 3	<hr/>	\$280.00
	Transactions		

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12-12/11/21-Inv.	12/29/2021	41.74
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Account 53210 - Telephone Totals	Invoice 1	<hr/>	\$41.74
	Transactions		

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

7792 - ONB Benefit Administration LLC (JWF Specialty)	10-Workmans Compensation payment-	12/27/2021	2,414.86
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Account 53420 - Worker's Comp & Risk Totals	Invoice 1	<hr/>	\$2,414.86
	Transactions		

Program 100000 - Main Totals	Invoice 11	<hr/>	\$3,336.60
	Transactions		

Department 10 - Legal Totals	Invoice 11	<hr/>	\$3,336.60
	Transactions		

Fund 800 - Risk Management(S0203) Totals	Invoice 11	<hr/>	\$3,336.60
	Transactions		



Board of Public Works Claim Register

Invoice Date Range 12/24/21 -
01/07/22

Fund **802 - Fleet Maintenance(\$9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 11/12-12/11/21-	12/29/2021	41.74
Account 53210 - Telephone Totals	Invoice 1		\$41.74
Program 170000 - Main Totals	Transactions		
	Invoice 1		\$41.74
Department 17 - Fleet Maintenance Totals	Transactions		
	Invoice 1		\$41.74
Fund 802 - Fleet Maintenance(\$9500) Totals	Transactions		
	Invoice 1		\$41.74
	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	12/27/2021	61.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/27/2021	118.22
17785 - The Howard E. Nyhart Company, INC	12-City URM	12/27/2021	123.78
17785 - The Howard E. Nyhart Company, INC	12-City URM/Util DDC	12/28/2021	152.96
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/30/2021	302.19
17785 - The Howard E. Nyhart Company, INC	12-City URM	12/31/2021	256.08
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice 6		\$1,014.23
	Transactions		

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/27/2021	573.39
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Board of Public Works Claim Register

Invoice Date Range 12/24/21 -
01/07/22

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/27/2021	60.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/30/2021	53.83
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 3	\$687.22
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-City URM/Util DDC	12/28/2021	1,393.84
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals		Invoice 1	\$1,393.84
Account 53990.1283 - Other Services and Charges Health Savings Account		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	12/30/2021	19,271.34
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1	\$19,271.34
Program 120000 - Main Totals		Transactions	
Department 12 - Human Resources Totals		Invoice 11	\$22,366.63
Fund 804 - Insurance Voluntary Trust Totals		Transactions	
Grand Totals		Invoice 11	\$22,366.63
		Transactions	
		Invoice 121	\$392,870.09
		Transactions	

REGISTER OF CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/7/2022	Claims				\$307,716.05
12/27/2021 thru 12/31/2021	Claims				\$ 85,154.04
<i>(Bank Fees, Utility Payments, and HR Insurance Distributions)</i>					
					\$392,870.09

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 **\$392,870.09**

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office_____



Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43450 - Boarding Fees				
Stefanie Tassi	01-refund boarding fee-chgd 10 days-stayed 4		01/21/2022	60.00
	Account 43450 - Boarding Fees Totals	Invoice 1 Transactions		<u>\$60.00</u>
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-dry erase markers-12/16/21		01/21/2022	5.99
	Account 52110 - Office Supplies Totals	Invoice 1 Transactions		<u>\$5.99</u>
Account 52210 - Institutional Supplies				
7508 - Elanco US INC	01-antibiotics-12/15/21		01/21/2022	166.02
4586 - Hill's Pet Nutrition Sales, INC	01-prescription vet food-		01/21/2022	72.95
4586 - Hill's Pet Nutrition Sales, INC	01-feline & puppy food-		01/21/2022	274.46
4586 - Hill's Pet Nutrition Sales, INC	01-prescription feline food-12/23/21		01/21/2022	34.26
4586 - Hill's Pet Nutrition Sales, INC	01-prescription vet food-12/17/21		01/21/2022	167.99
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/kitten/puppy food-12/17/21		01/21/2022	622.34
3929 - IDEXX Laboratories, INC	01-FIV/FelV diagnostic tests-12/15/21		01/21/2022	1,088.43
4633 - Midwest Veterinary Supply, INC	01-rabbit food, vinyl exam gloves (XL)-12/21/21		01/21/2022	43.66
4633 - Midwest Veterinary Supply, INC	01-rabbit food-12/20/21		01/21/2022	30.42
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L & XL)-12/20/21		01/21/2022	244.21
4633 - Midwest Veterinary Supply, INC	01-critical care APL/banana 141gm-12/14/21		01/21/2022	4.90



Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

4633 - Midwest Veterinary Supply, INC	01-syringes, antifungal, pain management bottles -12/14/21	01/21/2022	1,069.65
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (XL)-12/20/21	01/21/2022	50.29
4633 - Midwest Veterinary Supply, INC	01-syringes, vinyl exam gloves (L&M), fluids-12/14/21	01/21/2022	462.86
4137 - Patterson Veterinary Supply, INC	01-antibiotics, nursing bottles, disinfectant, laxatives	01/21/2022	239.44
4137 - Patterson Veterinary Supply, INC	01-bowls-12/29/21	01/21/2022	155.92
4137 - Patterson Veterinary Supply, INC	01-gastrafate-12/14/21	01/21/2022	73.16
4137 - Patterson Veterinary Supply, INC	01-food bowls-12/22/21	01/21/2022	155.92
4137 - Patterson Veterinary Supply, INC	01-tongue depressors-12/22/21	01/21/2022	13.50
4549 - Kroger Limited Partnership I	01-Rabbit Food	01/21/2022	21.14
4549 - Kroger Limited Partnership I	01-cat milk and rabbit food	01/21/2022	52.15

Account **52210 - Institutional Supplies** Totals

Invoice 21
Transactions

\$5,043.67

Account **52340 - Other Repairs and Maintenance**

313 - Fastenal Company	01-laundry detergent-12/7/21	01/21/2022	164.14
313 - Fastenal Company	01-sheet towels-12/29/21	01/21/2022	72.71
313 - Fastenal Company	01-sheet towels, hand soap-12/29/21	01/21/2022	24.03
313 - Fastenal Company	01-batteries, trash liners, towels-12/29/21	01/21/2022	620.23

Account **52340 - Other Repairs and Maintenance** Totals

Invoice 4
Transactions

\$881.11

Account **53130 - Medical**

6529 - BloomingPaws, LLC	01-spay/neuter surgeries-12/16/21	01/21/2022	688.91
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 12/1-12/15/21	01/21/2022	3,662.00
175 - Monroe County Humane Association, INC	01-spay/neuter surgeries, diagnostics-12/21/21	01/21/2022	690.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, wound care-12/13-12/21/21	01/21/2022	721.10
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-bloodwork, neuter surgeries-1/4/2022	01/21/2022	731.20



Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

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

01-spay/neuter surgeries, mass removal-12/28/21 01/21/2022 1,137.47

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

01-diagnostics, spay/neuter surgeries, enucleation-12/7/21 01/21/2022 540.00

Account **53130 - Medical** Totals Invoice 7 \$8,170.68

Transactions

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities

01-ACC-water/sewer bill-December 2021 01/10/2022 518.44

Account **53530 - Water and Sewer** Totals Invoice 1 \$518.44

Transactions

Account **53610 - Building Repairs**

4483 - City Lawn Corporation

19-SA Mowing @ ACC 10/11,22 BC 2021-71 01/21/2022 240.00

321 - Harrell Fish, INC (HFI)

19-SA Install of New Control Board for AC Unit BC 2020-75 01/21/2022 542.00

321 - Harrell Fish, INC (HFI)

19-SA Animal Shelter Quarterly PM Winter Service, C009794 BC 2020-75 01/21/2022 2,223.16

Account **53610 - Building Repairs** Totals Invoice 3 \$3,005.16

Transactions

Program **010000 - Main** Totals Invoice 38 \$17,685.05

Transactions

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

Account **53130 - Medical**

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

01-spay/neuter surgeries, wound care-12/13-12/21/21 01/21/2022 94.47

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

01-diagnostics, spay/neuter surgeries, enucleation-12/7/21 01/21/2022 721.07

Account **53130 - Medical** Totals Invoice 2 \$815.54

Transactions

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

01-Animal Control Officer Training-K. Ennis-12/7/21 01/21/2022 844.00

Account **53160 - Instruction** Totals Invoice 1 \$844.00

Transactions

Program **010001 - Donations Over \$5K** Totals Invoice 3 \$1,659.54

Transactions

Department **01 - Animal Shelter** Totals Invoice 41 \$19,344.59

Transactions

Department **02 - Public Works**



Program **020000 - Main**

Account **53210 - Telephone**

1079 - AT&T

02-Radio circuits-phone charges	01/10/2022	181.19
11/29-12/28/21		
Account 53210 - Telephone Totals	Invoice 1	<u>\$181.19</u>
	Transactions	

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards

02-ICMA Membership Renewal for Nate Nickel	01/21/2022	175.00
Account 53910 - Dues and Subscriptions Totals	Invoice 1	<u>\$175.00</u>
	Transactions	
Program 020000 - Main Totals	Invoice 2	<u>\$356.19</u>
	Transactions	
Department 02 - Public Works Totals	Invoice 2	<u>\$356.19</u>
	Transactions	

Department **03 - City Clerk**

Program **030000 - Main**

Account **53230 - Travel**

5461 - Nicole Nicole Bolden

3560 - First Financial Bank / Credit Cards

3560 - First Financial Bank / Credit Cards

3560 - First Financial Bank / Credit Cards

3560 - First Financial Bank / Credit Cards

3560 - First Financial Bank / Credit Cards

3560 - First Financial Bank / Credit Cards

3560 - First Financial Bank / Credit Cards

3560 - First Financial Bank / Credit Cards

03-per diem/Uber-Victory Institute Leadership-WA DC-12/1-12/5/21	01/21/2022	314.88
03-Victory Leadership Conf-Indianapolis Airport Pkg-12/1-12/5/21	01/21/2022	100.00
03-Victory Leadership Conf-Speedway-Indy-12/5/21	01/21/2022	50.00
03-Victory Leadership Conf-Taxi-12/1/21	01/21/2022	81.00
03-Victory Leadership Conf-Cab--12/1/21	01/21/2022	10.65
03-Victory Leadership Conf-Marriott-12/1-12/4/21	01/21/2022	1,144.92
03-Victory Leadership Conf-United-baggage-12/1/21	01/21/2022	35.00
03-Victory Leadership Conf-United-baggage-12/5/21	01/21/2022	35.00
03-Victory Leadership Conf-Taxi-12/5/21	01/21/2022	83.56
Account 53230 - Travel Totals	Invoice 9	<u>\$1,855.01</u>
	Transactions	
Program 030000 - Main Totals	Invoice 9	<u>\$1,855.01</u>
	Transactions	



Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Department 03 - City Clerk Totals		Invoice 9	\$1,855.01
		Transactions	
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			
Account 53910 - Dues and Subscriptions			
7656 - Dude Solutions, INC	04: Energy Manager Software	01/21/2022	11,760.00
	Annual Subscr 2022		
6805 - Greater Indiana Clean Cities, INC	04: Clean Cities Annual Leader	01/21/2022	1,500.00
	Membership (Clemens)		
Account 53910 - Dues and Subscriptions Totals		Invoice 2	\$13,260.00
		Transactions	
Account 53960 - Grants			
3616 - Bloomington Creative Glass Center	04-2021 Spring BAC Arts Grant	01/21/2022	2,000.00
	Award		
6304 - Krampus Legend & Arts Workshop, INC	04-2021 Spring BAC Arts Grant	01/21/2022	2,000.00
	Award		
Account 53960 - Grants Totals		Invoice 2	\$4,000.00
		Transactions	
Account 53990 - Other Services and Charges			
7063 - T III Environments, LLC	04: Big Dipper Art - Timer for	01/21/2022	450.00
	Lighting		
Account 53990 - Other Services and Charges Totals		Invoice 1	\$450.00
		Transactions	
Program 040000 - Main Totals		Invoice 5	\$17,710.00
		Transactions	
Department 04 - Economic & Sustainable Dev Totals		Invoice 5	\$17,710.00
		Transactions	
Department 06 - Controller's Office			
Program 060000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	06-folders	01/21/2022	6.84
6530 - Office Depot, INC	06-Scissors, storage boxes and	01/21/2022	52.16
	calendars		
6530 - Office Depot, INC	06-calendar	01/21/2022	14.19
Account 52110 - Office Supplies Totals		Invoice 3	\$73.19
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	06-ISM 2022 Membership dues for Julie Martindale	01/21/2022	190.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1	<u>\$190.00</u>
		Transactions	

Account 53990 - Other Services and Charges

5648 - Reedy Financial Group, PC	06-TIF Financial Consulting	01/21/2022	6,672.85
5648 - Reedy Financial Group, PC	06-Financial Consulting	01/21/2022	7,987.25
8002 - Safeguard Business Systems, INC	06 - Tax Forms	01/21/2022	736.60
Account 53990 - Other Services and Charges Totals		Invoice 3	<u>\$15,396.70</u>
		Transactions	
Program 060000 - Main Totals		Invoice 7	<u>\$15,659.89</u>
		Transactions	
Department 06 - Controller's Office Totals		Invoice 7	<u>\$15,659.89</u>
		Transactions	

Department 07 - Engineering

Program 070000 - Main

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	07- Doxpop Public Records Request-12/13/21	01/21/2022	24.45
2871 - International Municipal Signal Association (IMSA)	07 - 2022 Membership Dues Tier 2 RA, PK, MS, RW-12/16/21	01/21/2022	20.00
Account 53910 - Dues and Subscriptions Totals		Invoice 2	<u>\$44.45</u>
		Transactions	

Account 54110 - Land Purchase

8010 - Arbutus Properties, LLC	07-ROW 17th St MU Path-DES 1900402-Parcel 23	01/21/2022	4,670.00
8009 - Arthur, Stephen R., and Joann C.	07-ROW 17th St MU Path-DES 1900402-Parcel 20	01/21/2022	3,000.00
8007 - CSS Bloomington, LLC	07-ROW 17th St MU Path-DES 1900402-Parcel 18	01/21/2022	15,070.00
8005 - Dry Creek, Inc	07-ROW 17th St MU Path-DES 1900402-Parcel 3	01/21/2022	13,280.00
8013 - Hays Building Limited Liability Company	07-ROW 17th St MU Path-DES 1900402-Parcel 34	01/21/2022	27,390.00
Account 54110 - Land Purchase Totals		Invoice 5	<u>\$63,410.00</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Account 54310 - Improvements Other Than Building

7059 - Eagle Ridge Civil Engineering Services, LLC	07-Downtown Curb Ramps PH #3 (PE)-Inv date 12/24/21	BC 2021-25	01/21/2022	11,005.33
Account 54310 - Improvements Other Than Building Totals			Invoice 1	\$11,005.33
Program 070000 - Main Totals			Transactions	
Department 07 - Engineering Totals			Invoice 8	\$74,459.78
			Transactions	
			Invoice 8	\$74,459.78
			Transactions	

Department 09 - CFRD

Program 090000 - Main

Account 52420 - Other Supplies

6274 - Quality Logo Products	09-swag-wrist strap key holders (250)-12/23/21		01/21/2022	215.00
6274 - Quality Logo Products	09-swag-mobile device pocket holders (250)-12/28/21		01/21/2022	230.00
Account 52420 - Other Supplies Totals			Invoice 2	\$445.00
			Transactions	

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	09-Jotform annual subscription- Silver Yearly 2017-12/17/21		01/21/2022	234.00
Account 53910 - Dues and Subscriptions Totals			Invoice 1	\$234.00
			Transactions	

Account 53960 - Grants

205 - City Of Bloomington	09-Sponsorship MLK Birthday Celebration		01/21/2022	1,000.00
Account 53960 - Grants Totals			Invoice 1	\$1,000.00
			Transactions	
Program 090000 - Main Totals			Invoice 4	\$1,679.00
			Transactions	
Department 09 - CFRD Totals			Invoice 4	\$1,679.00
			Transactions	

Department 11 - Mayor's Office

Program 110000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	11 -paper products		01/21/2022	154.36
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Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Account 52110 - Office Supplies Totals		Invoice 1 Transactions	<hr/> \$154.36
Account 52420 - Other Supplies			
3560 - First Financial Bank / Credit Cards	11 -Digital Microphone Media Equipment for CoB	01/21/2022	313.00
3560 - First Financial Bank / Credit Cards	11 -Banner printing and replacements parts	01/21/2022	360.86
3560 - First Financial Bank / Credit Cards	11 -Camera Equipment for CoB	01/21/2022	318.00
3560 - First Financial Bank / Credit Cards	11 -Media Equipment for CoB	01/21/2022	358.00
5819 - Synchrony Bank	11 - Sign Equip	01/21/2022	89.09
5819 - Synchrony Bank	11 - Notary Stamp	01/21/2022	20.99
5819 - Synchrony Bank	11 - Notary Stamp	01/21/2022	22.95
Account 52420 - Other Supplies Totals		Invoice 7 Transactions	<hr/> \$1,482.89
Account 53220 - Postage			
129 - FedEx Office and Print Service, INC	11 -Shipping of gift to Palo Alto	01/21/2022	63.74
Account 53220 - Postage Totals		Invoice 1 Transactions	<hr/> \$63.74
Account 53230 - Travel			
3560 - First Financial Bank / Credit Cards	11 -US Mayors winter conference Fees	01/21/2022	1,500.00
Account 53230 - Travel Totals		Invoice 1 Transactions	<hr/> \$1,500.00
Account 53310 - Printing			
3560 - First Financial Bank / Credit Cards	11 -Recover Forward Flyers	01/21/2022	603.89
Account 53310 - Printing Totals		Invoice 1 Transactions	<hr/> \$603.89
Account 53320 - Advertising			
50706 - Bloomington Magazine, INC (Bloom Magazine)	11 -Advertising 2022	01/21/2022	6,804.00
3560 - First Financial Bank / Credit Cards	11 -Facebook Post Push	01/21/2022	3.31
Account 53320 - Advertising Totals		Invoice 2 Transactions	<hr/> \$6,807.31



Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	11 -Palo Alto OOTM Gift	01/21/2022	23.95
3560 - First Financial Bank / Credit Cards	11 -Trello for OOTM	01/21/2022	479.96
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC	01/21/2022	5.00
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC	01/21/2022	5.00
3560 - First Financial Bank / Credit Cards	11 -Notary application	01/21/2022	75.00
3560 - First Financial Bank / Credit Cards	11 -Lucidchart software monthly charge - Dec	01/21/2022	9.95
3560 - First Financial Bank / Credit Cards	11 -broadcast service	01/21/2022	39.99
7347 - Andrew B Krebs	11 -Reimbursement for transcriptions svc	01/21/2022	5.00
Account 53910 - Dues and Subscriptions Totals		Invoice 8 Transactions	<hr/> \$643.85

Account 53960 - Grants

7971 - Anna Newell (White Pine Local, LLC)	11 -energy efficient window treatments for office	01/21/2022	1,275.00
5819 - Synchrony Bank	11 -Media Equipment for CoB	01/21/2022	99.00
5819 - Synchrony Bank	11 -Media Equipment for CoB	01/21/2022	1,018.32
5819 - Synchrony Bank	11 -Media Equipment for CoB	01/21/2022	88.99
5819 - Synchrony Bank	11 -Media Equipment Power Bank for camera	01/21/2022	22.90
Account 53960 - Grants Totals		Invoice 5 Transactions	<hr/> \$2,504.21

Account 53990 - Other Services and Charges

651 - Engraving & Stamp Center, INC	11 -Name Plates for OOTM	01/21/2022	27.10
818 - Everywhere Signs, LLC	11 -Recover Forward banners	01/21/2022	5,400.00
3560 - First Financial Bank / Credit Cards	11 -Ltd Criminal record for Notary	01/21/2022	16.32
3560 - First Financial Bank / Credit Cards	11 -Ltd Criminal record for Notary	01/21/2022	16.32
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC	01/21/2022	3.75



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3560 - First Financial Bank / Credit Cards	11 -Transcription svc	01/21/2022	5.00
3560 - First Financial Bank / Credit Cards	11 -Notary application	01/21/2022	75.00
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC	01/21/2022	5.00
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC	01/21/2022	5.00
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC	01/21/2022	8.75
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC	01/21/2022	3.75
1847 - Hylant of Indianapolis, LLC	11 -Bond Notary Issue	01/21/2022	150.00
7347 - Andrew B Krebbs	11 -Video Logo intro for CoB	01/21/2022	49.48
5819 - Synchrony Bank	11 -Media Equipment for CoB	01/21/2022	674.96

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

Invoice 14 \$6,440.43

Transactions

Program **110000 - Main** Totals

Invoice 40 \$20,200.68

Transactions

Department **11 - Mayor's Office** Totals

Invoice 40 \$20,200.68

Transactions

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	12-Employment Law Posters \$955.80	01/21/2022	955.80
6099 - Safe Hiring Solutions	12-out of state background checks \$83.30	01/21/2022	83.30

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

Invoice 2 \$1,039.10

Transactions

Program **120000 - Main** Totals

Invoice 2 \$1,039.10

Transactions

Department **12 - Human Resources** Totals

Invoice 2 \$1,039.10

Transactions

Department **13 - Planning**

Program **130000 - Main**

Account **42080 - F.H.W.A. Planning**



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585 - Bloomington Public Transportation Corporation	13-MPO-Q1 Transit Ridership Counts 2021 UPWP Q1	01/21/2022	1,208.58
199 - Monroe County Government	13-FY 2021 UPWP Q1 Infrastructure Management	01/21/2022	4,847.04
199 - Monroe County Government	13-FY 2020 UPWP Q1 Infrastructure Management	01/21/2022	5,693.31
199 - Monroe County Government	13-FY 2020 UPWP Q2 Infrastructure Management	01/21/2022	5,225.11
199 - Monroe County Government	13-FY 2020 UPWP Q3 Infrastructure Management	01/21/2022	4,580.93
199 - Monroe County Government	13-FY 2020 UPWP Q4 Infrastructure Management	01/21/2022	3,592.51
Account 42080 - F.H.W.A. Planning Totals		Invoice 6 Transactions	<hr/> \$25,147.48
Account 52420 - Other Supplies			
6530 - Office Depot, INC	13- Desk Calendar & Batteries-12/13/21	01/21/2022	104.62
5819 - Synchrony Bank	13 - Stretch wrap-12/15/21	01/21/2022	28.50
Account 52420 - Other Supplies Totals		Invoice 2 Transactions	<hr/> \$133.12
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings	13-Legal Publication for Sheila & Chris Callaway-11/8/21	01/21/2022	60.00
Account 53320 - Advertising Totals		Invoice 1 Transactions	<hr/> \$60.00
Account 53990 - Other Services and Charges			
7815 - A&M Graphics (Baugh Fine Print and Mailing)	13-Highpoint Traffic Calming Project Mailing List-8/9/21	01/21/2022	125.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<hr/> \$125.00
Program 130000 - Main Totals		Invoice 10 Transactions	<hr/> \$25,465.60
Program 132000 - MPO			
Account 53990 - Other Services and Charges			
5217 - Midwestern Software Solutions, LLC	13-TCDS Pro Annual Support (3/1/22-2/28/23)	01/21/2022	1,334.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<hr/> \$1,334.00
Program 132000 - MPO Totals		Invoice 1 Transactions	<hr/> \$1,334.00



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Department 19 - Facilities Maintenance

Program 190000 - Main

Account 52310 - Building Materials and Supplies

4574 - John Deere Financial (Rural King)	19-trash bags	01/21/2022	113.94
409 - Black Lumber Co. INC	19- Combo 18Volt,Makita 5.0 18 volt & 6.0amp 18 volt batteries	01/21/2022	459.93
409 - Black Lumber Co. INC	19- Makita 8pc combo kit & Compressor w/Nailer 18volt makita	01/21/2022	1,101.86
395 - Kirby Risk Corp	19-(6) 24W flex color Bollard Retrofit for Facilities	01/21/2022	265.50
394 - Kleindorfer Hardware & Variety	19-4 Kilastick for Facilities	01/21/2022	75.96
394 - Kleindorfer Hardware & Variety	19-Rivets, coupler plug, 1 1/4x6' angle, drillbits, bolt cable	01/21/2022	53.62
394 - Kleindorfer Hardware & Variety	19-Invoice# 697026 pd twice	01/21/2022	(56.93)
Account 52310 - Building Materials and Supplies Totals		Invoice 7 Transactions	\$2,013.88

Account 52430 - Uniforms and Tools

19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniforms & Reusable Masks for Facility Employees	BC 2009-52	01/21/2022	30.43
19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniforms & Reusable Masks for Facility Employees	BC 2009-52	01/21/2022	30.43
19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniform pants and masks for facility employees	BC 2009-52	01/21/2022	30.43
19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniforms for Facility Employees, Inv# 408000010000	BC 2009-52	01/21/2022	30.43
Account 52430 - Uniforms and Tools Totals		Invoice 4 Transactions		\$121.72

Account 53610 - Building Repairs

4483 - City Lawn Corporation	19- Mowing @ City Hall 10/14, 21	BC 2021-71	01/21/2022	30.00
4483 - City Lawn Corporation	19- Mowing @ 1910 W 3rd St	BC 2021-71	01/21/2022	40.00
4483 - City Lawn Corporation	19-SA Leaf Removal @ City Hall 12/1	BC 2021-71	01/21/2022	360.00
4483 - City Lawn Corporation	19-SA City Hall Storm Clean Up 12/21	BC 2021-71	01/21/2022	280.00



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321 - Harrell Fish, INC (HFI)	19-SA Replace Water Heaters Serving West Restrooms @ CH	BC 2020-75	01/21/2022	3,032.07
1537 - Indiana Door & Hardware Specialties, INC	19-SA AB8 Key Cut	BC 2021-142	01/21/2022	6.00
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for Animal Care & Control for December 202	BC 2020-102	01/21/2022	1,391.26
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services of Public Works Facilities	BC 2020-102	01/21/2022	13,738.12
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for Fleet Maintance Garage for Dec 2021	BC 2020-102	01/21/2022	1,091.20
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for Sanitation for Dec 2021	BC 2020-102	01/21/2022	900.03
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for Street & Traffic for Dec 2021	BC 2020-102	01/21/2022	1,674.42
Account 53610 - Building Repairs Totals		Invoice 11		\$22,543.10
		Transactions		
Program 190000 - Main Totals		Invoice 22		\$24,678.70
		Transactions		
Department 19 - Facilities Maintenance Totals		Invoice 22		\$24,678.70
		Transactions		
Department 28 - ITS				
Program 280000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	28 - Dry-erase whiteboard 4'x3'- 12/16/21		01/21/2022	59.99
Account 52110 - Office Supplies Totals		Invoice 1		\$59.99
		Transactions		
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	28 - Geospatial Training - Laura Haley-12/20/21		01/21/2022	199.00
3560 - First Financial Bank / Credit Cards	28 - Geospatial Training - Max Stier-12/2/21		01/21/2022	199.00
3560 - First Financial Bank / Credit Cards	28 - Geospatial Training - Richard Creek-12/2/21		01/21/2022	199.00
Account 53160 - Instruction Totals		Invoice 3		\$597.00
		Transactions		
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	28 - Bluesky Zoom timer monthly subscription December 2021		01/21/2022	89.95
3560 - First Financial Bank / Credit Cards	28-2022 Ninite Pro renewal -1,000 machines-12/7/21		01/21/2022	2,220.00



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3560 - First Financial Bank / Credit Cards	28 - UAV registration fee-11/30/21	01/21/2022	10.00
3560 - First Financial Bank / Credit Cards	28 - Zoom 500 particip., 500 GB record, webinar 12/20/21-1/19/22	01/21/2022	430.00
3560 - First Financial Bank / Credit Cards	28 - Site24x7 subscription - 12/27/21-1/27/22	01/21/2022	39.00
3560 - First Financial Bank / Credit Cards	28-Google domain bloomingtonmonroecensus.org-	01/21/2022	12.00
3560 - First Financial Bank / Credit Cards	28 -Submittable monthly Dec 27, 2021-Jan 27, 2022	01/21/2022	119.00
Account 53910 - Dues and Subscriptions Totals		Invoice 7 Transactions	<hr/> \$2,919.95
Account 53980 - Community Access TV/Radio			
64 - Monroe County Public Library	28-CATS-January thru March 2022 BC 2021-134	01/21/2022	113,951.75
Account 53980 - Community Access TV/Radio Totals		Invoice 1 Transactions	<hr/> \$113,951.75
Account 54420 - Purchase of Equipment			
5819 - Synchrony Bank	28-3' power cord extensions (8)- 12/31/21	01/21/2022	61.84
5819 - Synchrony Bank	28-3' power cord extensions (12)- 12/31/21	01/21/2022	92.76
5819 - Synchrony Bank	28 - 24 inch hand winch lift truck - 12/27/21	01/21/2022	109.88
Account 54420 - Purchase of Equipment Totals		Invoice 3 Transactions	<hr/> \$264.48
Program 280000 - Main Totals		Invoice 15 Transactions	<hr/> \$117,793.17
Department 28 - ITS Totals		Invoice 15 Transactions	<hr/> \$117,793.17
Fund 101 - General Fund (S0101) Totals		Invoice 166 Transactions	<hr/> \$321,575.71
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090002 - Com Serv - MLK Comm			
Account 52420 - Other Supplies			
5819 - Synchrony Bank	09-MLK Presentation supplies- 12/16/21	01/21/2022	63.51
5819 - Synchrony Bank	09-MLK Presentation supplies- 12/15/21	01/21/2022	16.99



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Account 52420 - Other Supplies Totals		Invoice 2	\$80.50
Program 090002 - Com Serv - MLK Comm Totals		Transactions	
		Invoice 2	\$80.50
		Transactions	
Program 090016 - Com Serv - Safe & Civil			
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	09-monthly Jotform subscription- 12/18/21-1/18/22	01/21/2022	19.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$19.00
Program 090016 - Com Serv - Safe & Civil Totals		Transactions	
		Invoice 1	\$19.00
		Transactions	
Department 09 - CFRD Totals		Invoice 3	\$99.50
		Transactions	
Fund 312 - Community Services Totals		Invoice 3	\$99.50
		Transactions	
Fund 401 - Non-Reverting Telecom (S1146)			
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 53640 - Hardware and Software Maintenance			
13482 - Northern Lights Locating & Inspection, INC	28-line location services-December 2021-12/31/21	01/21/2022	2,500.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	\$2,500.00
		Transactions	
Account 54420 - Purchase of Equipment			
5819 - Synchrony Bank	28-Single Phase Online	01/21/2022	1,733.99
5819 - Synchrony Bank	Uninterruptible Power Supply-		
5819 - Synchrony Bank	28-Single Phase Online	01/21/2022	1,733.99
5819 - Synchrony Bank	Uninterruptible Power Supply-		
5819 - Synchrony Bank	28 - 20 Gigabit Power over	01/21/2022	566.80
5819 - Synchrony Bank	ethernet plus injectors-1/3/22		
5819 - Synchrony Bank	28-10 fiber mini GBIC modules-	01/21/2022	199.90
5819 - Synchrony Bank	12/27/21		
5819 - Synchrony Bank	28 10 fiber media converters-	01/21/2022	249.90
5819 - Synchrony Bank	12/30/21		
Account 54420 - Purchase of Equipment Totals		Invoice 5	\$4,484.58
Program 254000 - Infrastructure Totals		Transactions	
		Invoice 6	\$6,984.58
		Transactions	



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Program **256000 - Services**

Account **54420 - Purchase of Equipment**

7961 - StarWind Software, INC

25 - Storage compute for virtual servers; testing, train/support	01/21/2022	69,830.54
Account 54420 - Purchase of Equipment Totals	Invoice 1	<u>\$69,830.54</u>
	Transactions	
Program 256000 - Services Totals	Invoice 1	<u>\$69,830.54</u>
	Transactions	
Department 25 - Telecommunications Totals	Invoice 7	<u>\$76,815.12</u>
	Transactions	
Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 7	<u>\$76,815.12</u>
	Transactions	

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

Department **20 - Street**

Program **200000 - Main**

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

223 - Duke Energy	02-W. 3rd & N Rogers-equip costs/elec chgs 12/14-12/28/21	BC 2021-94	01/10/2022	1,402.83
223 - Duke Energy	02-Illinois St/Illinois Ct-elec chgs 11/18-12/20/21	BC 2021-121	01/10/2022	6.61
223 - Duke Energy	02-N. Blair Ave-elec chgs-11/18-12/20/21	BC 2021-76	01/10/2022	3.34
223 - Duke Energy	02-W 11th (Fairview & Fountain)-elec chgs 11/18-12/20/21	BC 2021-106	01/10/2022	43.00
223 - Duke Energy	02-6th St (Fairview to Elm)-elec chgs 11/22-12/22/21	BC 2021-59	01/10/2022	25.19
223 - Duke Energy	02-3rd/5th/Adams traffic signal-elec chgs 11/22-12/22/21		01/10/2022	51.22
223 - Duke Energy	02-308 N. Rogers-Crosswalk-elec chgs 11/24-12/28/21	BC 2021-94	01/10/2022	11.44
223 - Duke Energy	02-Downtown Alleys LED PH II-elec chgs 11/24-12/28/21	BC 2021-60	01/10/2022	19.90
223 - Duke Energy	02-W. 17th St Reconstruction Proj.- 11/29-12/29/21	BC 2019-15	01/10/2022	101.22
Account 53520 - Street Lights / Traffic Signals Totals	Invoice 9			<u>\$1,664.75</u>
	Transactions			
Program 200000 - Main Totals	Invoice 9			<u>\$1,664.75</u>
	Transactions			
Department 20 - Street Totals	Invoice 9			<u>\$1,664.75</u>
	Transactions			



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Fund 450 - Local Road and Street(S0706) Totals	Invoice 9	\$1,664.75
	Transactions	

Fund 451 - Motor Vehicle Highway(S0708)

Department 20 - Street

Program 200000 - Main

Account 53410 - Liability / Casualty Premiums

Karlie Denson	20-repair to car that had hit a pothole that had been reported	01/21/2022	247.16
Account 53410 - Liability / Casualty Premiums Totals	Invoice 1	\$247.16	
	Transactions		

Account 53950 - Landfill

10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-110 loads of leaves-2021 leaf season	01/21/2022	2,420.00
	Account 53950 - Landfill Totals	Invoice 1	\$2,420.00
		Transactions	
	Program 200000 - Main Totals	Invoice 2	\$2,667.16
		Transactions	
	Department 20 - Street Totals	Invoice 2	\$2,667.16
		Transactions	
Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 2	\$2,667.16	
	Transactions		

Fund 452 - Parking Facilities(S9502)

Department 26 - Parking

Program 260000 - Main

Account 52210 - Institutional Supplies

9269 - Ferguson Facilities Supply, HP Products #3400	26-Cleaning Supplies: Trash Bags, & AB Wipes, Inv# 0392517	01/21/2022	652.32
Account 52210 - Institutional Supplies Totals	Invoice 1	\$652.32	
	Transactions		

Account 52310 - Building Materials and Supplies

394 - Kleindorfer Hardware & Variety	26-4' Linear tube for Parking Facilities	01/21/2022	32.37
Account 52310 - Building Materials and Supplies Totals	Invoice 1	\$32.37	
	Transactions		

Account 53610 - Building Repairs



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6197 - CE Solutions, INC	02 - Morton St Garage repair project & EOY Walkthrough at	BC 2021-63	01/21/2022	2,500.00
6522 - Harris Carpet Cleaning, LLC	26-Remediation for 4th St Garage Bathroom (Cleaning)		01/21/2022	723.77
393 - Kone INC	26-Install Elevator Fan @ Walnut Garage		01/21/2022	932.20
Account 53610 - Building Repairs Totals		Invoice 3 Transactions		<hr/> \$4,155.97
Account 53640 - Hardware and Software Maintenance				
6305 - Parker Technology, LLC	26-24/7 Call Center Services for all Parking Garages	BC 2021-106	01/21/2022	71,247.75
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1 Transactions		<hr/> \$71,247.75
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage-February 2022 Garage Rent		01/21/2022	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-February 2022 garage rent		01/21/2022	38,035.85
Account 53840 - Lease Payments Totals		Invoice 2 Transactions		<hr/> \$55,860.64
Program 260000 - Main Totals		Invoice 8 Transactions		<hr/> \$131,949.05
Department 26 - Parking Totals		Invoice 8 Transactions		<hr/> \$131,949.05
Fund 452 - Parking Facilities(S9502) Totals		Invoice 8 Transactions		<hr/> \$131,949.05
Fund 454 - Alternative Transport(S6301)				
Department 05 - Common Council				
Program 050000 - Main				
Account 54310 - Improvements Other Than Building				
10 - Bledsoe Riggert Cooper & James INC	13-Walnut (Winslow to Ridgeview) Sidewalk-11/30/21	BC 2021-37	01/21/2022	4,873.90
10 - Bledsoe Riggert Cooper & James INC	13-Walnut (Winslow to Ridgeview) Sidewalk-11/30/21	BC 2021-37	01/21/2022	2,310.00
10 - Bledsoe Riggert Cooper & James INC	07-Dunn St. Sidewalk (15th-16th)- inv date 11/30/21	BC 2021-37	01/21/2022	3,500.00
Account 54310 - Improvements Other Than Building Totals		Invoice 3 Transactions		<hr/> \$10,683.90
Program 050000 - Main Totals		Invoice 3 Transactions		<hr/> \$10,683.90



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Department 05 - Common Council Totals	Invoice 3	\$10,683.90
	Transactions	

Department **13 - Planning**

Program **130000 - Main**

Account **54310 - Improvements Other Than Building**

7059 - Eagle Ridge Civil Engineering Services, LLC	13-Neighborhood Greenways-Inv. date 12/24/21	BC 2020-106	01/21/2022	5,459.30
	Account 54310 - Improvements Other Than Building Totals	Invoice 1		\$5,459.30
		Transactions		
	Program 130000 - Main Totals	Invoice 1		\$5,459.30
		Transactions		
	Department 13 - Planning Totals	Invoice 1		\$5,459.30
		Transactions		
	Fund 454 - Alternative Transport(S6301) Totals	Invoice 4		\$16,143.20
		Transactions		

Fund **455 - Parking Meter Fund(S2141)**

Department **26 - Parking**

Program **260000 - Main**

Account **53150 - Communications Contract**

4264 - IPS Group, INC	26-Credit Card transactions & wireless data-Dec 2021		01/21/2022	13,041.84
	Account 53150 - Communications Contract Totals	Invoice 1		\$13,041.84
		Transactions		
	Program 260000 - Main Totals	Invoice 1		\$13,041.84
		Transactions		
	Department 26 - Parking Totals	Invoice 1		\$13,041.84
		Transactions		
	Fund 455 - Parking Meter Fund(S2141) Totals	Invoice 1		\$13,041.84
		Transactions		

Fund **522 - 2018 Parks Bicentennial (S1380)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53810 - Principal**

5232 - The Huntington National Bank	06-Parks District Series 2018A		01/21/2022	60,000.00
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5232 - The Huntington National Bank

5232 - The Huntington National Bank

Account **53820 - Interest**

5232 - The Huntington National Bank

5232 - The Huntington National Bank

5232 - The Huntington National Bank

06-Parks District Series 2018B	01/21/2022	70,000.00
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06-Parks District Series 2018C	01/21/2022	60,000.00
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Account 53810 - Principal Totals	Invoice 3	\$190,000.00
	Transactions	

06-Parks District Series 2018A	01/21/2022	62,400.00
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06-Parks District Series 2018B	01/21/2022	70,850.00
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06-Parks District Series 2018C	01/21/2022	43,615.63
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Account 53820 - Interest Totals	Invoice 3	\$176,865.63
	Transactions	

Program 060000 - Main Totals	Invoice 6	\$366,865.63
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Transactions	Invoice 6	\$366,865.63
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Department 06 - Controller's Office Totals	Invoice 6	\$366,865.63
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Transactions	Invoice 6	\$366,865.63
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Fund 522 - 2018 Parks Bicentennial (S1380) Totals	Invoice 6	\$366,865.63
	Transactions	

Fund **523 - 2019 4th St Garage (S)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53810 - Principal**

4740 - Bank Of New York

06-2019 Tax Increment Rev Bond	01/21/2022	319,762.50
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Account 53810 - Principal Totals	Invoice 1	\$319,762.50
	Transactions	

Program 060000 - Main Totals	Invoice 1	\$319,762.50
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Transactions	Invoice 1	\$319,762.50
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Department 06 - Controller's Office Totals	Invoice 1	\$319,762.50
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Transactions	Invoice 1	\$319,762.50
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Fund 523 - 2019 4th St Garage (S) Totals	Invoice 1	\$319,762.50
	Transactions	

Fund **524 - 2019 4th St Garage Tax (S)**

Department **06 - Controller's Office**

Program **060000 - Main**



Account **53810 - Principal**

4740 - Bank Of New York

06-2019 Redev Tax Increment Series A-2	01/21/2022	550,000.00
Account 53810 - Principal Totals	Invoice 1	<u>\$550,000.00</u>
	Transactions	

Account **53820 - Interest**

4740 - Bank Of New York

06-2019 Redev Tax Increment Series A-2	01/21/2022	39,960.00
Account 53820 - Interest Totals	Invoice 1	<u>\$39,960.00</u>
	Transactions	
Program 060000 - Main Totals	Invoice 2	<u>\$589,960.00</u>
	Transactions	
Department 06 - Controller's Office Totals	Invoice 2	<u>\$589,960.00</u>
	Transactions	
Fund 524 - 2019 4th St Garage Tax (S) Totals	Invoice 2	<u>\$589,960.00</u>
	Transactions	

Fund **525 - 2019 Trades Garage (S)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53820 - Interest**

4740 - Bank Of New York

06-06-2019 Redev Bond Jan 2022	01/21/2022	268,412.50
Account 53820 - Interest Totals	Invoice 1	<u>\$268,412.50</u>
	Transactions	
Program 060000 - Main Totals	Invoice 1	<u>\$268,412.50</u>
	Transactions	
Department 06 - Controller's Office Totals	Invoice 1	<u>\$268,412.50</u>
	Transactions	
Fund 525 - 2019 Trades Garage (S) Totals	Invoice 1	<u>\$268,412.50</u>
	Transactions	

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52420 - Other Supplies**

793 - Indiana Safety Company, INC

20-Asphalt lutes for paving- 12/21/21	01/21/2022	597.50
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Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22



Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

603 - Traffic Control Corporation	20-Cobalt Controllers for traffic signals-12/22/21	01/21/2022	7,455.00
603 - Traffic Control Corporation	20-Campbell pedestrian push buttons for traffic signals-12/22/21	01/21/2022	2,160.00
603 - Traffic Control Corporation	20-Signal head sky bracket & balance adjuster traffic signals	01/21/2022	604.00
Account 52420 - Other Supplies Totals		Invoice 4 Transactions	<u>\$10,816.50</u>

Account **53990 - Other Services and Charges**

6611 - Precision Concrete, INC	20-SW trip hazard repair 2021 contract-Inc. Recover Forward	BC 2021-121	01/21/2022	14,670.50
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions		<u>\$14,670.50</u>
Program 020000 - Main Totals		Invoice 5 Transactions		<u>\$25,487.00</u>
Department 02 - Public Works Totals		Invoice 5 Transactions		<u>\$25,487.00</u>
Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice 5 Transactions		<u>\$25,487.00</u>

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

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

7225 - Arctic Glacier USA, INC	16-ice for employees-140 7# bags-12/22/21	01/21/2022	301.80
793 - Indiana Safety Company, INC	16-safety vests-12/10/21	01/21/2022	29.90
793 - Indiana Safety Company, INC	16-employee gloves-12/22/21	01/21/2022	514.46
793 - Indiana Safety Company, INC	16-employee gloves-12/29/21	01/21/2022	231.35
Account 52420 - Other Supplies Totals		Invoice 4 Transactions	<u>\$1,077.51</u>

Account **53150 - Communications Contract**

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-monthly wireless radio services-January 2022	01/21/2022	572.05
Account 53150 - Communications Contract Totals		Invoice 1 Transactions	<u>\$572.05</u>

Account **53240 - Freight / Other**



Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

793 - Indiana Safety Company, INC	16-safety vests-12/10/21	01/21/2022	14.08
793 - Indiana Safety Company, INC	16-employee gloves-12/22/21	01/21/2022	47.25
793 - Indiana Safety Company, INC	16-employee gloves-12/29/21	01/21/2022	30.01

Account 53240 - Freight / Other Totals	Invoice 3	<hr/>	\$91.34
	Transactions		

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	16-Sanitation-water/sewer bill- December 2021	01/10/2022	152.69
Account 53530 - Water and Sewer Totals	Invoice 1	<hr/>	\$152.69
	Transactions		

Account **53610 - Building Repairs**

392 - Koorsen Fire & Security, INC	17- Swapped out Fire Extinguisher @ Sanitation	01/21/2022	53.50
Account 53610 - Building Repairs Totals	Invoice 1	<hr/>	\$53.50
	Transactions		

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-12/1/21	BC 2009-52	01/21/2022	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-12/1/21		01/21/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-12/8/21	BC 2009-52	01/21/2022	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-12/8/21		01/21/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-12/15/21	BC 2009-52	01/21/2022	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-12/15/21		01/21/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-12/22/21	BC 2009-52	01/21/2022	8.01
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-12/22/21		01/21/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-12/29/21	BC 2009-52	01/21/2022	8.01
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-12/29/21		01/21/2022	23.26

Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 10	<hr/>	\$155.84
	Transactions		

Account **53950 - Landfill**



Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

52226 - Hoosier Transfer Station-3140	16-recycling fees - 11/16-11/30/21	01/21/2022	3,731.65
52226 - Hoosier Transfer Station-3140	16-recycling fees - 12/01-12/15/21	01/21/2022	4,485.34
52226 - Hoosier Transfer Station-3140	16-recycling fees - 12/16-12/30/21	01/21/2022	3,645.04
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-11/16-11/30/21	01/21/2022	15,760.71
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-12/1-12/15/21	01/21/2022	16,355.79
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-12/16-12/31/21	01/21/2022	15,508.56
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposal-6 loads-December 2021	01/21/2022	132.00
Account 53950 - Landfill Totals		Invoice 7	\$59,619.09
		Transactions	
Program 160000 - Main Totals		Invoice 27	\$61,722.02
		Transactions	
Department 16 - Sanitation Totals		Invoice 27	\$61,722.02
		Transactions	
Fund 730 - Solid Waste (\$6401) Totals		Invoice 27	\$61,722.02
		Transactions	
Fund 800 - Risk Management(\$0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 53420 - Worker's Comp & Risk			
7792 - ONB Benefit Administration LLC (JWF Specialty)	10 workers comp payments bl011122 12.30.21 - 1.5.22	01/11/2022	25,363.84
Account 53420 - Worker's Comp & Risk Totals		Invoice 1	\$25,363.84
		Transactions	
Program 100000 - Main Totals		Invoice 1	\$25,363.84
		Transactions	
Department 10 - Legal Totals		Invoice 1	\$25,363.84
		Transactions	
Fund 800 - Risk Management(\$0203) Totals		Invoice 1	\$25,363.84
		Transactions	
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			



Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Account 53990 - Other Services and Charges

3977 - Cigna Health & Life Insurance Company	12-January 2022 Cigna Dental/Vision \$9,785.47	01/21/2022	2,055.90
18539 - Life Insurance Company Of North America	12-December 2021 - Bill Ref #103094-120121	01/21/2022	4,173.50
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,Wellness)	01/21/2022	1,211.60
Account 53990 - Other Services and Charges Totals		Invoice 3 Transactions	<hr/> \$7,441.00

Account 53990.1201 - Other Services and Charges Health Insurance

5819 - Synchrony Bank	12-Covid Rapid Tests \$4497.00	01/21/2022	4,497.00
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 1 Transactions	<hr/> \$4,497.00

Account 53990.1278 - Other Services and Charges Disability LTD

18539 - Life Insurance Company Of North America	12-December 2021 - Bill Ref #103094-120121	01/21/2022	5,779.27
Account 53990.1278 - Other Services and Charges Disability LTD Totals		Invoice 1 Transactions	<hr/> \$5,779.27
Program 120000 - Main Totals		Invoice 5 Transactions	<hr/> \$17,717.27
Department 12 - Human Resources Totals		Invoice 5 Transactions	<hr/> \$17,717.27
Fund 801 - Health Insurance Trust Totals		Invoice 5 Transactions	<hr/> \$17,717.27

Fund 802 - Fleet Maintenance(\$9500)

Department 17 - Fleet Maintenance

Program 170000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	17 - office supplies, pens, scissors, Sharpie Markers	01/21/2022	70.16
6530 - Office Depot, INC	17 - office supplies, fingertip moistener, Sharpie, Eyeglass len	01/21/2022	45.79
6530 - Office Depot, INC	17 - desk calendars	01/21/2022	18.98
Account 52110 - Office Supplies Totals		Invoice 3 Transactions	<hr/> \$134.93

Account 52230 - Garage and Motor Supplies



Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

50605 - Bauer Built, INC	17 - stock tires - X-Tweel,	01/21/2022	36,784.40
409 - Black Lumber Co. INC	Ameristeel LMT450, L XZUS2, 17-saw blades shop supply	01/21/2022	39.99
Account 52230 - Garage and Motor Supplies Totals			Invoice 2 Transactions
			<hr/> \$36,824.39

Account **52240 - Fuel and Oil**

177 - Indiana Oxygen Company, INC	17 - propane	01/21/2022	249.94
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - b5 diesel fuel	BC 2021-84 01/21/2022	19,775.27
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - unleaded	BC 2021-84 01/21/2022	19,895.75
Account 52240 - Fuel and Oil Totals			Invoice 3 Transactions
			<hr/> \$39,920.96

Account **52320 - Motor Vehicle Repair**

50605 - Bauer Built, INC	17- tires for stock	01/21/2022	3,678.16
409 - Black Lumber Co. INC	17-blades for #463	01/21/2022	49.99
244 - Bloomington Ford, INC	17-# 129 axle seals, Inv# 5074845	01/21/2022	90.72
244 - Bloomington Ford, INC	17-#619 wheel cover	01/21/2022	30.83
244 - Bloomington Ford, INC	17# 921 lamp assembly	01/21/2022	10.13
244 - Bloomington Ford, INC	17- #461 P/S hoses	01/21/2022	175.84
941 - Central Indiana Truck Equipment Corporation	17 - Revol. HD/Mount & L/W Grabber gear KT Kits or Sanitation	01/21/2022	12,159.32
941 - Central Indiana Truck Equipment Corporation	17 - Stock parts for Air solenoid	01/21/2022	515.00
941 - Central Indiana Truck Equipment Corporation	17 - #938 slider latch hook	01/21/2022	94.95
941 - Central Indiana Truck Equipment Corporation	17- stock parts for trash truck arms	01/21/2022	2,110.40
941 - Central Indiana Truck Equipment Corporation	17 - 957 pythin rebuild kit	01/21/2022	6,576.96
4335 - Circle Distributing, INC	17- water pump for stock	01/21/2022	148.22
5792 - Clark Truck Equipment Co., INC	17 - #428 chute, spinner assy	01/21/2022	2,744.00
5792 - Clark Truck Equipment Co., INC	17- stock salt spreader chains	01/21/2022	1,529.00



Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

5792 - Clark Truck Equipment Co., INC	17-#422 salt spreader	01/21/2022	2,497.00
594 - Curry Auto Center, INC	17 - 702 hose	01/21/2022	39.04
3560 - First Financial Bank / Credit Cards	17 - 838 brake and rotors-12/7/21	01/21/2022	3,650.18
796 - Interstate Battery System of Bloomington, INC	17- #608 battery	01/21/2022	332.94
4439 - JX Enterprises, INC	17 - credit for warranty part	01/21/2022	(361.22)
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - #957 reapirs to camshaft and bearing kit	01/21/2022	10,636.15
4693 - Monroe County Tire & Supply, INC	17- #857 tires	01/21/2022	657.12
53385 - O'Reilly Automotive Stores, INC	17- #551 filter	01/21/2022	8.32
16069 - Palmer Trucks, INC	17 - 774 air dryer assy	01/21/2022	386.69
54351 - Sternberg, INC	17 - abs module for stock, INV# 959990	01/21/2022	249.34
950 - Tri-State Bearing Co, INC	17 - Unit 497 flange bearing block	01/21/2022	111.67
Account 52320 - Motor Vehicle Repair Totals		Invoice 25 Transactions	<hr/> \$48,120.75
Account 52420 - Other Supplies			
177 - Indiana Oxygen Company, INC	17 - cylinder rental gasses	01/21/2022	204.00
4574 - John Deere Financial (Rural King)	17 - shop supplies for repairs to vehicle lifts	01/21/2022	203.63
394 - Kleindorfer Hardware & Variety	17 - misc hardware - 4 nuts 14x150	01/21/2022	5.20
6216 - Terminal Supply, INC	17 - circuit breaker, copper lug, socket, drill bit	01/21/2022	64.49
Account 52420 - Other Supplies Totals		Invoice 4 Transactions	<hr/> \$477.32
Account 53130 - Medical			
231 - IU Health OCC Health Services	17 - dot testing	01/21/2022	47.00
Account 53130 - Medical Totals		Invoice 1 Transactions	<hr/> \$47.00
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	17-Fleet Maint-water/sewer bill-December 2021	01/10/2022	342.99



Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

Account 53530 - Water and Sewer Totals	Invoice 1 Transactions	<hr/> \$342.99
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Account **53620 - Motor Repairs**

244 - Bloomington Ford, INC	17 - #634 OSL labor replace injector seals	01/21/2022	996.63
4439 - JX Enterprises, INC	17 - 421 OSL repairs to the DEF sensor	01/21/2022	1,393.11
4439 - JX Enterprises, INC	17 - 453 wiring for switch replacement	01/21/2022	879.05
4474 - Ken's Westside Service & Towing, LLC	17 - #462 tow bill	01/21/2022	50.00
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - #957 reapiers to camshaft and bearing kit	01/21/2022	8,720.50

Account 53620 - Motor Repairs Totals	Invoice 5 Transactions	<hr/> \$12,039.29
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Account **53650 - Other Repairs**

3286 - Peacetree, INC (PEI Maintenance)	17 - repairs and filters for Henderson Street	01/21/2022	1,204.72
3286 - Peacetree, INC (PEI Maintenance)	17 - testing annual compliance, INV# 3669	01/21/2022	200.00

Account 53650 - Other Repairs Totals	Invoice 2 Transactions	<hr/> \$1,404.72
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Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniform and mat rentals	BC 2009-52	01/21/2022	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniform and mat rentals	BC 2009-52	01/21/2022	43.12
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals, inv# 408000005895		01/21/2022	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniform rentals	BC 2009-52	01/21/2022	23.13
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Towels and mat rentals, Inv# 408000007132		01/21/2022	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniform rentals	BC 2009-52	01/21/2022	23.12
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rental		01/21/2022	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniform rental	BC 2009-52	01/21/2022	23.12

Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 8 Transactions	<hr/> \$390.73
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Account **53990 - Other Services and Charges**



Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

3560 - First Financial Bank / Credit Cards

17-title fees-12/13/21

01/21/2022

15.00

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

Invoice 1

\$15.00

Transactions

Program **170000 - Main** Totals

Invoice 55

\$139,718.08

Transactions

Department **17 - Fleet Maintenance** Totals

Invoice 55

\$139,718.08

Transactions

Fund **802 - Fleet Maintenance(\$9500)** Totals

Invoice 55

\$139,718.08

Transactions

Fund **804 - Insurance Voluntary Trust**

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990.1241 - Other Services and Charges Vision**

3977 - Cigna Health & Life Insurance Company

12-January 2022 Cigna
Dental/Vision \$9,785.47

01/21/2022

7,729.57

Account **53990.1241 - Other Services and Charges Vision** Totals

Invoice 1

\$7,729.57

Transactions

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

17785 - The Howard E. Nyhart Company, INC

12-City/Util URM

01/10/2022

138.60

17785 - The Howard E. Nyhart Company, INC

12-City URM

01/10/2022

127.51

17785 - The Howard E. Nyhart Company, INC

12-City/Util URM

01/10/2022

1,564.05

17785 - The Howard E. Nyhart Company, INC

12-City URM

01/11/2022

10.00

17785 - The Howard E. Nyhart Company, INC

12-City/Util URM

01/12/2022

1,189.40

17785 - The Howard E. Nyhart Company, INC

12-City/Util URM

01/13/2022

364.95

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

Invoice 6

\$3,394.51

Transactions

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

17785 - The Howard E. Nyhart Company, INC

12-City DDC

01/11/2022

6.75

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

Invoice 1

\$6.75

Transactions

Account **53990.1273 - Other Services and Charges Term Life**



Board of Public Works Claim Register

Invoice Date Range 01/08/22 - 01/21/22

18539 - Life Insurance Company Of North America	12-December 2021 - Bill Ref #103094-120121	01/21/2022	16,328.07
Account 53990.1273 - Other Services and Charges Term Life Totals	Invoice 1		<u>\$16,328.07</u>
	Transactions		
Account 53990.1277 - Other Services and Charges Disability STD			
18539 - Life Insurance Company Of North America	12-December 2021 - Bill Ref #103094-120121	01/21/2022	9,749.12
Account 53990.1277 - Other Services and Charges Disability STD Totals	Invoice 1		<u>\$9,749.12</u>
	Transactions		
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/10/2022	49.69
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/10/2022	77.20
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/12/2022	1,777.99
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	01/13/2022	110.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice 4		<u>\$2,014.88</u>
	Transactions		
Program 120000 - Main Totals	Invoice 14		<u>\$39,222.90</u>
	Transactions		
Department 12 - Human Resources Totals	Invoice 14		<u>\$39,222.90</u>
	Transactions		
Fund 804 - Insurance Voluntary Trust Totals	Invoice 14		<u>\$39,222.90</u>
	Transactions		
Grand Totals	Invoice 317		<u><u>\$2,418,188.07</u></u>
	Transactions		

REGISTER OF CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/21/2022	Claims				\$2,418,188.07

\$2,418,188.07

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 \$2,418,188.07

Dated this _____ day of _____ year of 20_____.

Elizabeth Karon

Beth H. Hollingsworth

Kyla Cox Deckard

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

Fiscal Office_____