

# Board of Public Works Meeting

## February 15, 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/84182222872?pwd=WmY0R0NzclCz3R0TIINMzM1L3VRdz09>

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

**AGENDA**  
**BOARD OF PUBLIC WORKS**  
February 15, 2022

A Regular Meeting of the Board of Public Work will be held Tuesday, February 15, 2022 at 5:30 p.m. via Zoom by using the following

link: <https://bloomington.zoom.us/j/84182222872?pwd=WmY0R0NZcjICZ3R0TIINMzM1L3VRdz09>

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. MESSAGES FROM BOARD MEMBERS
- II. PETITIONS & REMONSTRANCES
- III. CONSENT AGENDA
  - 1. Approval of Minutes February 01, 2022
  - 2. Resolution 2022-03; Disposal of Surplus Property from the BPD
  - 3. Acceptance of Public Improvements associated with Whitehall Crossing Subdivision
  - 4. Approval of Payroll
- IV. NEW BUSINESS
  - 1. Resolution 2022-02; Special Event Spring Thing
  - 2. Construction Contract for the 17th Street (Monroe to Grant) Path Tree Clearing Project
  - 3. Change Order #3 for the Maxwell Street Sidewalk Project
  - 4. Contract with Irving Materials, Inc. for Concrete Materials
- V. STAFF REPORTS & OTHER BUSINESS
- VI. APPROVAL OF CLAIMS
- VII. 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](mailto:public.works@bloomington.in.gov).

The Board of Public Works meeting was held on Tuesday, February 01, 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  
Elizabeth Karon

**ROLL CALL**

City Staff: Adam Wason -- Public Works  
April Rosenberger -- Public Works  
Matt Smethurst -- Engineering  
Roy Aten -- Engineering  
Andrew Cibor -- Engineering  
Paul Kehrberg -- Engineering

Beth Hollingsworth reminded everyone to be extremely safe during the potential winter storm. Kyla Cox Deckard added a note of thanks to City staff who have been working especially hard during the last few weeks because of staffing shortages and other issues. Also reminded everyone that services may be interrupted because of the winter storm and asked for the public's patience while the crews work to get the streets cleared.

**MESSAGES FROM BOARD MEMBERS**

**Public Comment:** Greg Alexander wanted to suggest that the closure of the B-Line trail south of City Hall be heard by the Board since it is going to be closed for an extended period of time.

**PETITIONS & REMONSTRANCES**  
**Appeal Notice of Violation for Right-of-Way Use along E. 14<sup>th</sup> Street and N. Dunn Street from Landmark Construction**

Paul Kehrberg, Engineering, presented Appeal Notice of Violation for Right-of-Way Use along E. 14<sup>th</sup> Street and N. Dunn Street from Landmark Construction. See meeting packet for details.

Eric Schulte, Landmark Construction, thanked the Engineering staff for working to help resolve the issue. He explained the progress of the construction project. Assured the Board and the Engineering Department that the violations are taken care of and would not happen again. Chris Monahan, Landmark Construction, wanted to say that their firm loves Bloomington and want to be partners of the City for the long term.

**Public Comments:** Greg Alexander commented on the ordinances enforcing the compliance of maintenance of traffic plans. He mentioned this particular project is still not in compliance and violations will continue because the contractors will not take them seriously unless the fines are upheld. Adam Wason, Public Works, thanked the team of Landmark Construction for their responsiveness. He explained that he spoke with the Engineering Department to be certain the fines were fair. The Engineering Department confirmed each time that the fines are fair. Andrew Cibor, Engineering, addressed representatives of Landmark and thanked them for their cooperation.

Hollingsworth made a motion to deny the Appeal Notice of Violation for Right-of-Way Use along E. 14<sup>th</sup> Street and N. Dunn Street from Landmark Construction. Karon seconded. Kyla Cox Deckard took a roll vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

1. Approval of Minutes January 18, 2022
2. Bonding Agreement with Indiana University
3. Environmental Indemnification Agreement for 201 W. 17<sup>th</sup> Street Right-of-Way Acquisition
4. Environmental Indemnification Agreement for 401 W. 17<sup>th</sup> Street Right-of-Way Acquisition
5. Addendum #1 to Contract with MSI for Security Patrols at Parking Garages
6. Service Agreement with Office Pride for Parking Services
7. Renewal of Contract with ParkMobile for Parking Meter Services
8. Approval of Payroll

#### CONSENT AGENDA

Hollingsworth made a motion to approve the Consent Agenda. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Roy Aten, Engineering, presented Change Order #3 for the Downtown Curb Ramp Improvements Phase II Project. See meeting packet for details.

**Board Comments:** Hollingsworth asked if the project was completed in 2019. Aten confirmed that the project was substantially completed in September 2019. Karon asked why the change order is just now being requested if the project was completed in 2019. Aten answered that the change order was originally requested in 2019, but final quantities took some time to be agreed upon and to get the change order signed.

Hollingsworth made a motion to approve Change Order #3 for the Downtown Curb Ramp Improvements Phase II Project. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Matt Smethurst, Engineering, presented Change Order #3 for the 17<sup>th</sup> and Dunn Intersection Improvements Project. See meeting packet for details.

**Board Comments:** Hollingsworth asked when the additional change order would be presented. Smethurst was hopeful that it would be in the next two weeks.

Hollingsworth made a motion to approve Change Order #3 for the 17<sup>th</sup> and Dunn Intersection Improvements Project. Karon seconded. Cox Deckard took

#### NEW BUSINESS **Change Order #3 for the Downtown Curb Ramp Improvements Phase II Project**

#### **Change Order #3 for the 17<sup>th</sup> and Dunn Intersection Improvements Project**

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

Matt Smethurst, Engineering, presented Change Order #2 for the 3<sup>rd</sup> and Indiana Signal Replacement Project. See meeting packet for details.

**Change Order #2 for the 3<sup>rd</sup> and Indiana Signal Replacement Project**

**Board Comments:** Hollingsworth asked when the change order would be heard by the Redevelopment Commission. Smethurst answered that it is on the agenda for the next week’s meeting.

Hollingsworth made a motion to approve Change Order #2 for the 3<sup>rd</sup> and Indiana Signal Replacement Project. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

Adam Wason, Public Works, started by thanking staff of Sanitation and other Public Works departments for volunteering to help while the Sanitation Department was at about 50% of their staff because of illness. Wason thanked Denice Kinser, Joe Morrow, Bobby Chambers, Mike Courter, Jerry McIntire, Brad Elkins, Kevin Fulford, Andrew Hite, Daniel Ham and Jeff Wolford from the Sanitation Department, Brit Shipley and Aaron Stillions from the Street Department, and Michael Large from the Public Works administrative office. He also mentioned the upcoming winter weather storm. He said that the snow control is fully prepared and ready to go. Wason went on to thank the Street Department, Fleet, and the volunteers from the Sanitation Department for all of their hard work in getting prepared for the upcoming winter storm. Reminded the public to stay safe and indoors, if possible.

**STAFF REPORTS AND OTHER BUSINESS**

**Board Comments:** None

Hollingsworth made a motion to approve claims in the amount of \$697,439.00. Karon seconded. Cox Deckard took a roll call vote. Hollingsworth voted yes, Karon voted yes, Cox Deckard voted yes. Motion is passed.

**CLAIMS**

Cox Deckard called for adjournment at 6:12 p.m.

**ADJOURNMENT**

Accepted By:

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

\_\_\_\_\_  
Beth H. Hollingsworth, Vice-President

\_\_\_\_\_  
Elizabeth Karon, Secretary

Date:

Attest to:



## Board of Public Works Staff Report

---

**Project/Event:** Disposal of Surplus Items by the City of Bloomington – Police Department

**Staff Representative:** Jamie Jahnke

**Date:** February 15, 2022

---

### Report:

The Police Department ordered two office desks on Amazon from the vendor Shoplet in November 2021. After unboxing the desks, they were found to be damaged. The seller Shoplet refunded our money and will not pick the desks up. They told us to dispose of them.

The Police Department is unable to use the desks because of the damage.

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

Under Indiana Code § 5-22-22-8, the BPW could determine the property is worthless and may be demolished or junked.

**BOARD OF PUBLIC WORKS  
RESOLUTION 2022-03**

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

WHEREAS, the City of Bloomington Police Department (“BPD”) purchases and provides equipment for use by BPD officers and staff in the scope of their work on behalf of the City; and

WHEREAS, BPD ordered two (2) office desks on Amazon from the vendor Shoplet in November 2021; and

WHEREAS, upon delivery and inspection, BPD found the desks to be damaged; and

WHEREAS, the vendor refunded the funds paid for the desks by BPD and informed BPD the desks should not be returned.

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

WHEREAS, BPD has assessed the value of this material to be less than five thousand dollars (\$5,000); and

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

WHEREAS, in considering the expense of labor, equipment and fuel required to transport this material for a sale or transfer, BPD believes that these costs exceed the value of the material; and

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

1. The material identified herein, two damaged office desks, is hereby declared to be surplus personal property.
2. The value of this material is assessed to be less than five thousand dollars (\$5,000).
3. The costs of transporting this equipment and conducting a private sale exceeds the value of the material.
4. The material described herein is therefore determined to be worthless and, pursuant to Indiana Code § 5-22-22-8, may be demolished, offered for recycling, donated or junked.


**PASSED AND ADOPTED** by the City of Bloomington Board of Public Works this the 15<sup>th</sup> day of February, 2022.

**BOARD OF PUBLIC WORKS**

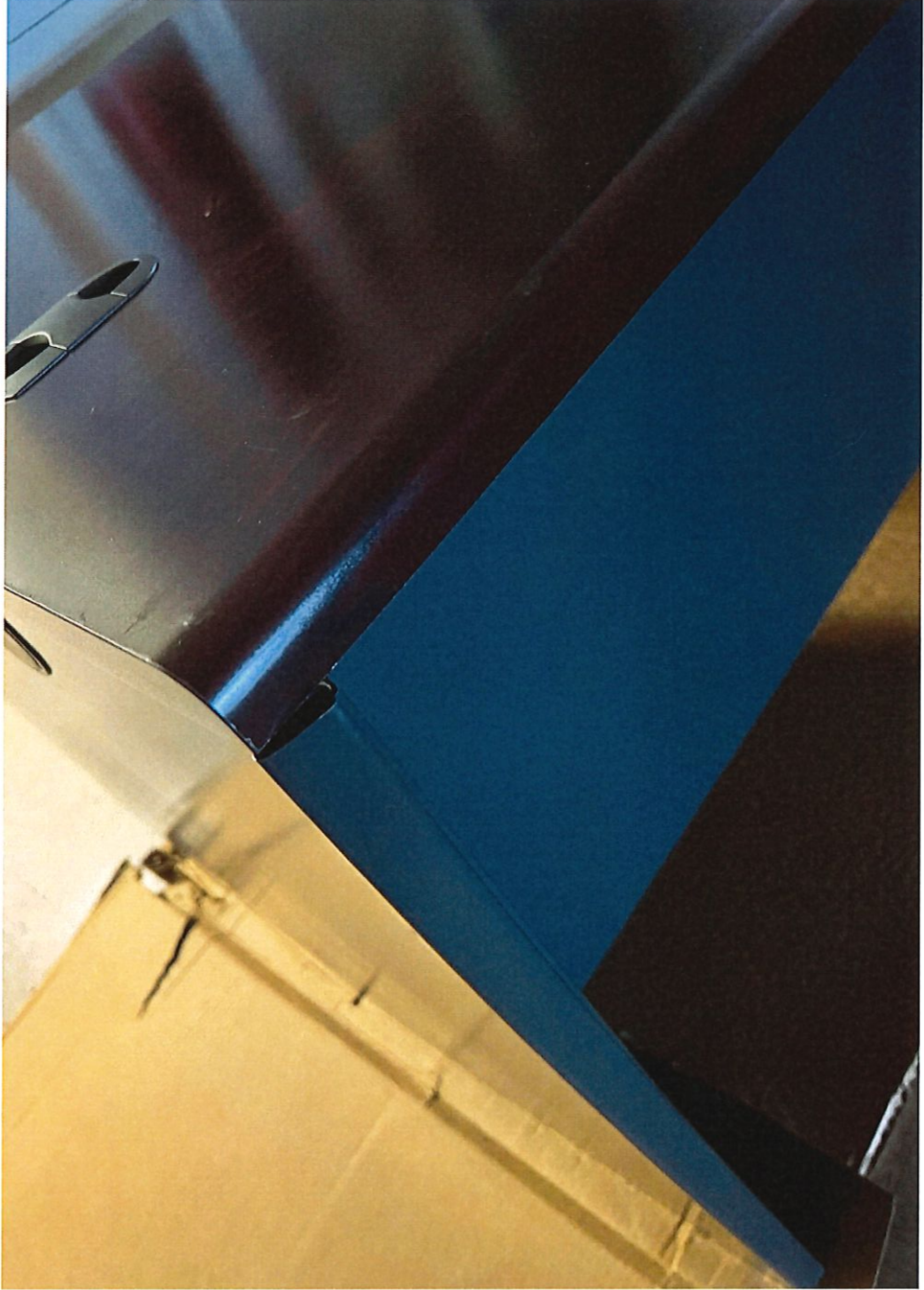
\_\_\_\_\_  
Kyla Cox Deckard, President

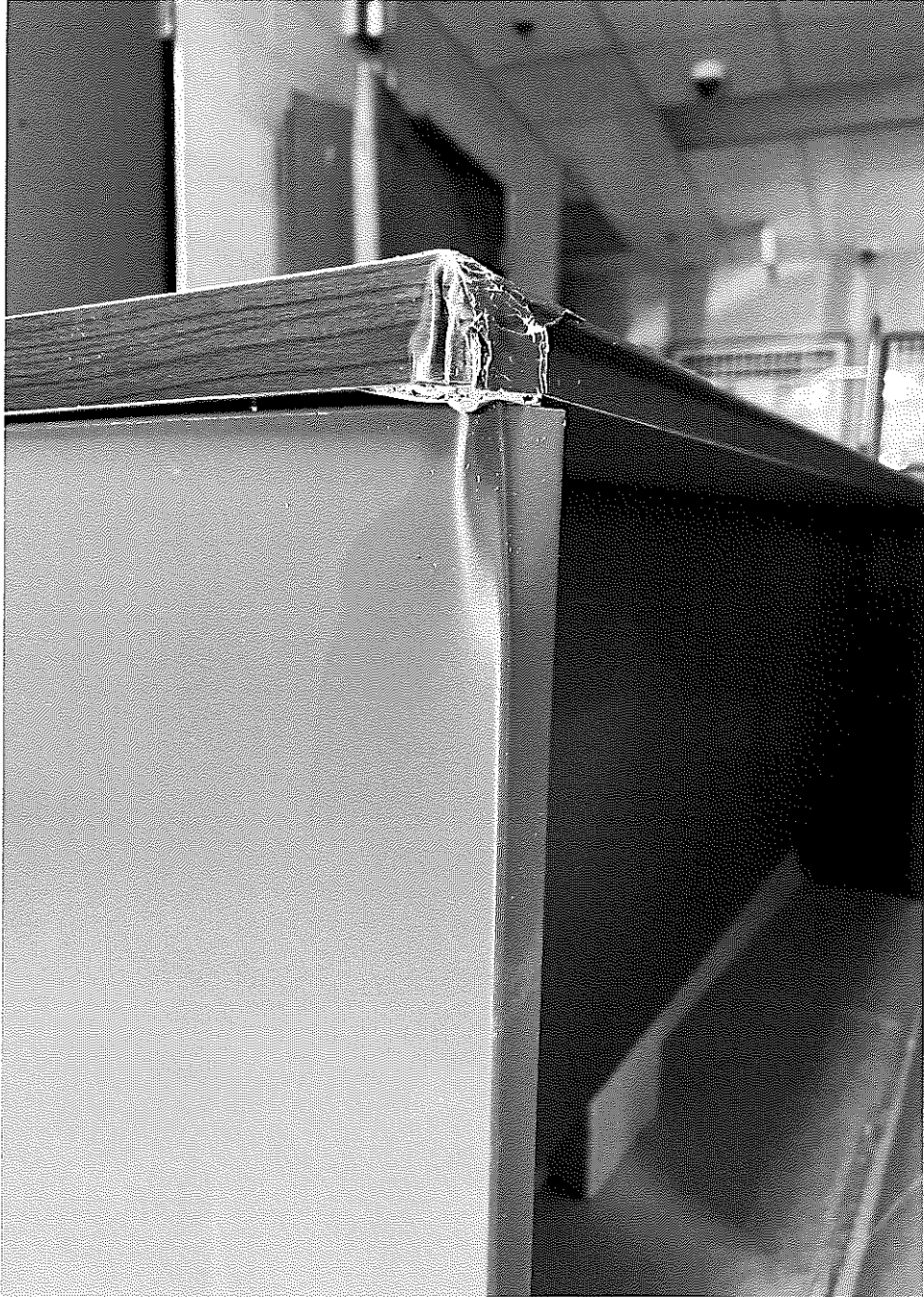
\_\_\_\_\_  
Beth H. Hollingsworth, Vice President

\_\_\_\_\_  
Elizabeth Karon, Secretary

Attest:   
\_\_\_\_\_  
Jamie Jahnke, Office Manager  
Bloomington Police Department









## Board of Public Works Staff Report

---

**Project/Event:** Accept Public Improvements for Whitehall Crossing Subdivision Amendment 9

**Staff Representative:** Emily Herr

**Petitioner/Representative:** Whitney Gates  
Whitehall Crossing, LLC

**Date:** 2/15/2022

---

**Report:** The secondary plat for Whitehall Crossing Subdivision Amendment 9, located at 402 N Gates Drive, was approved on June 10, 2019 under case DP-08-19. This 2-lot subdivision required that street trees be installed to bring the property up to current standards; these were the only public improvements required to be bonded for with this subdivision. The street trees have been installed and are found to be acceptable by staff. The Board of Public Works approves the acceptance of public improvements, authorizing the release of the performance bond 30 days after final acceptance, and the acceptance of the maintenance bond.

Per the UDO Section 20.06.060 Subdivision Procedures, "Notwithstanding any partial release of the performance bond or letter of credit, the City shall require a maintenance bond to remain in effect for a period of two years after the certificate of final acceptance is approved. The maintenance bond shall be in the amount of five percent of the original performance bond, or \$10,000.00, whichever is greater, or as determined by the Transportation and Traffic Engineer." It is recommended by staff and the Transportation and Traffic Engineer that the maintenance bond for these street trees remain at the current value of the performance bond (\$5,687.50).

Staff recommends the acceptance of the public improvements (7-2" caliper street trees), release of the performance bond after 30 days of acceptance, and acceptance of the maintenance bond which will remain in effect for 2 years after acceptance. A Certificate of Final Acceptance has been provided for the Board's approval.



City of Bloomington  
Planning and Transportation Department

Certificate of Final Acceptance - Application

Application:

Public Improvement Project Location (Name on plat): WHITEHALL CROSSING 6

Public Improvement Project Description: INSTALL STREET TREES

Developer: WHITEHALL CROSSING, LLC

General Contractor: ABELL NURSERY

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

Date of Substantial Completion of Public Improvement Project: 10/6/21

Applicant's Name: WHITNEY A. GATES

Applicant's Title: MEMBER

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

Date of Application for Final Acceptance: 10/26/21

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

Wh. Gates

Applicant's Signature

10/26/21

Date



City of Bloomington  
Planning and Transportation Department

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

**INSPECTION**

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

**RECOMMENDATION**

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

Development Services Representative:

Signature: Jackie Scanlan Date: 2/10/2022  
Jackie Scanlan, AICP  
Development Services Manager  
City of Bloomington  
Planning and Transportation Department  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Transportation and Traffic Services Representative:

Signature: \_\_\_\_\_ Date: 2/10/2022  
 Printed Name: Emily Herr Title: Public Improvements Manager



**City of Bloomington  
Planning and Transportation Department**

**CERTIFICATE OF FINAL ACCEPTANCE**

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

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

WHEREAS, a performance surety in an amount equal to the greater of 5% of the original surety or \$10,000 or as determined by the Transportation and Traffic Engineer shall be maintained for two years from the date the certificate of final acceptance is approved; and

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

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

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

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

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

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

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

# IRREVOCABLE LETTER OF CREDIT

**Borrower:** Whitehall Crossing LLC  
544 South College Avenue  
Bloomington, IN 47403

**Lender:** INDIANA UNIVERSITY CREDIT UNION  
Business Services  
365 E Winslow Road  
P.O. Box 368  
Bloomington, IN 47402-0368

**Beneficiary:** City of Bloomington  
Bloomington, IN 47401

---

**NO.: 31219731 SLC 1**

**EXPIRATION DATE.** This letter of credit shall expire upon the close of business on 03-17-2022 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Five Thousand Six Hundred Eighty-seven & 50/100 Dollars (\$5,687.50) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

**WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.**

**DRAFT TERMS AND CONDITIONS.** Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: Letter of Credit is for the installation of 7 - 2" inch caliper street trees plus 25% contingency, for Lot C Gates Drive, Bloomington, Indiana.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

**USE RESTRICTIONS.** All drafts must be marked "DRAWN UNDER INDIANA UNIVERSITY CREDIT UNION IRREVOCABLE LETTER OF CREDIT NO. 31219731 SLC 1 DATED 02-10-2022," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are not permitted under this Letter of Credit.

**PERMITTED TRANSFEREES.** The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

**TRANSFEREES REQUIRED DOCUMENTS.** When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

**COMPLIANCE BURDEN.** Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

**NON-SEVERABILITY.** If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

**GOVERNING LAW.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Indiana.

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

IRREVOCABLE LETTER OF CREDIT  
(Continued)

Loan No: 31219731 SLC 1

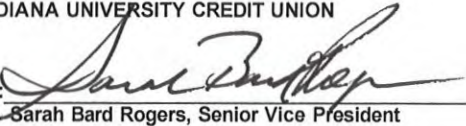
Page 2

Dated: February 10, 2022

LENDER:

INDIANA UNIVERSITY CREDIT UNION

By:



Sarah Bard Rogers, Senior Vice President



# IRREVOCABLE LETTER OF CREDIT

**Borrower:** Whitehall Crossing LLC  
544 South College Avenue  
Bloomington, IN 47403

**Lender:** INDIANA UNIVERSITY CREDIT UNION  
Business Services  
365 E Winslow Road  
P.O. Box 368  
Bloomington, IN 47402-0368

**Beneficiary:** City of Bloomington  
Bloomington, IN 47401

---

## NO.: 31219731 SLC 2

**EXPIRATION DATE.** This letter of credit shall expire upon the close of business on 02-17-2024 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

**AMOUNT OF CREDIT.** Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Five Thousand Six Hundred Eighty-seven & 50/100 Dollars (\$5,687.50) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

**WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.**

**DRAFT TERMS AND CONDITIONS.** Lender shall honor drafts submitted by Beneficiary under the following terms and conditions: Letter of Credit is to cover maintenance costs of trees.

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

**USE RESTRICTIONS.** All drafts must be marked "DRAWN UNDER INDIANA UNIVERSITY CREDIT UNION IRREVOCABLE LETTER OF CREDIT NO. 31219731 SLC 2 DATED 03-17-2022," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are not permitted under this Letter of Credit.

**PERMITTED TRANSFEREES.** The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

**TRANSFEREES REQUIRED DOCUMENTS.** When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

**COMPLIANCE BURDEN.** Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

**NON-SEVERABILITY.** If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

**GOVERNING LAW.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Indiana.

**EXPIRATION.** Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

IRREVOCABLE LETTER OF CREDIT  
(Continued)

Loan No: 31219731 SLC 2

Page 2

Dated: March 17, 2022

LENDER:

INDIANA UNIVERSITY CREDIT UNION

By:   
Sarah Bard Rogers, Senior Vice President

DULY ENTERED FOR TAXATION

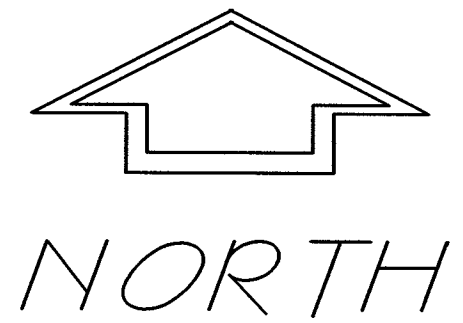
MAY 27 2020

Catherine Smith  
Auditor Monroe County, Indiana

2020007779 SPL \$30.00  
05/29/2020 01:37:29P 2 PGS  
Eric Schmitz  
Monroe County Recorder IN  
Recorded as Presented

# WHITEHALL CROSSING SUBDIVISION AMENDMENT NINE

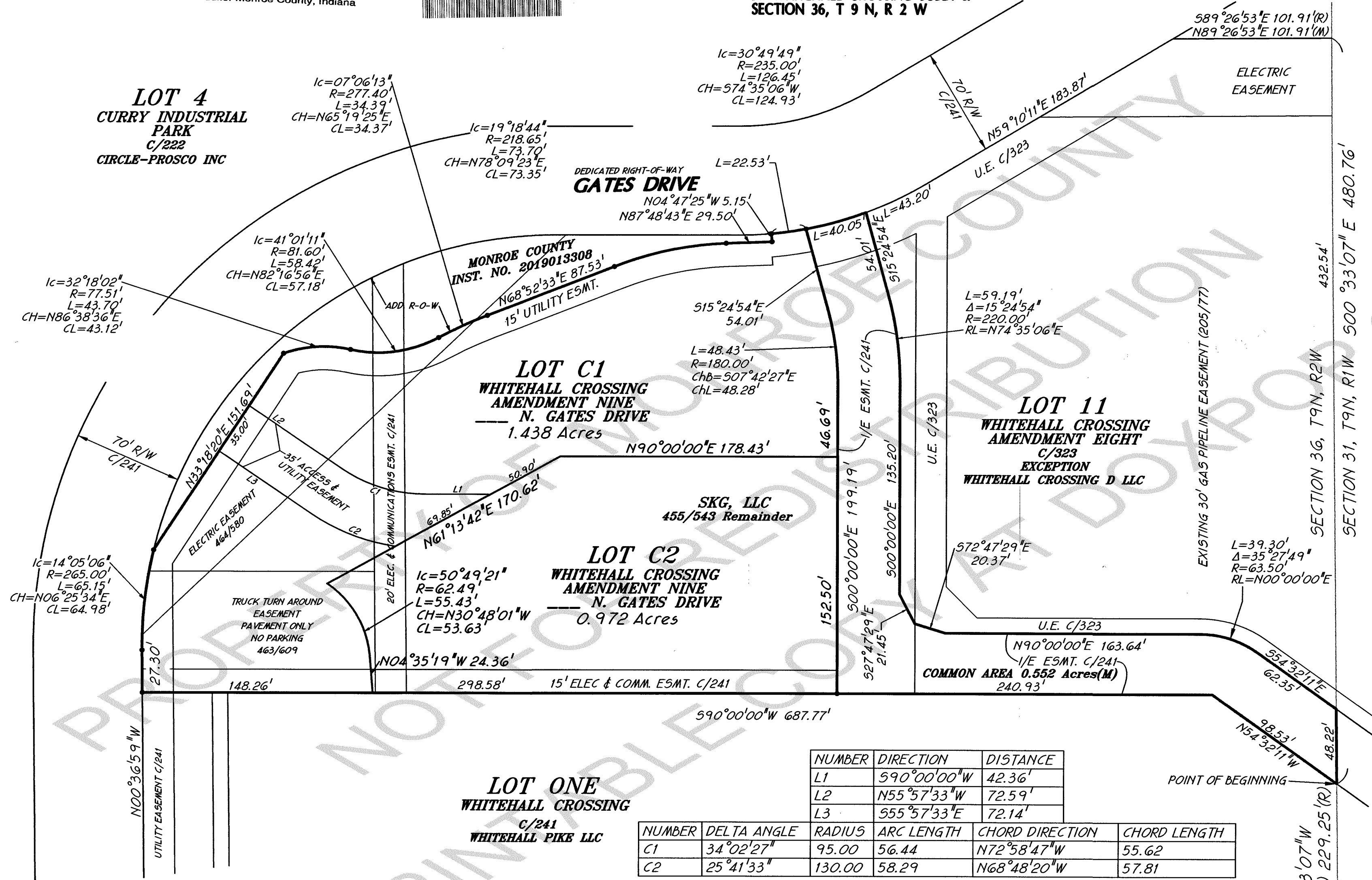
FINAL PLAT  
PART OF WHITEHALL CROSSING SUBD. &  
SECTION 36, T 9 N, R 2 W



Scale 1" = 50 ft

**LEGEND**

PROPERTY LINE	---
EASEMENT LINE	---
DEED RECORD BOOK AND PAGE	XXX/XXX
5/8" REBAR WITH CAP SET	o 5
MAG NAIL SET	o MN
RECORD	R
MEASURED	M
RIGHT-OF-WAY	ROW
INGRESS AND EGRESS EASEMENT	I. & E.
UTILITY EASEMENT	U. E.



NUMBER	DIRECTION	DISTANCE
L1	S90°00'00"W	42.36'
L2	N55°57'33"W	72.59'
L3	S55°57'33"E	72.14'

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	34°02'27"	95.00	56.44	N72°58'47"W	55.62
C2	25°41'33"	130.00	58.29	N68°48'20"W	57.81

**ZONING**

The subject property and all of Whitehall Crossing is zoned Planned Unit Development(PUD).

**FLOOD NOTE**

According to Flood Insurance Rate Map (FIRM) Community-Panel Number: 18105C 0137D,  
Effective Date December 17, 2010, subject Property is in Zone X. Zone X is an area determined  
to be outside the 500-year floodplain. Source: FEMA

**OWNER/SUBDIVIDER/DEVELOPER**  
NAME: WHITNEY GATES  
C/O WHITEHALL CROSSING LLC  
ADDRESS: P.O. BOX 209  
BLOOMINGTON, IN 47402

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

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

Charles D. Graham  
This instrument prepared by Charles D. Graham

**WHITEHALL CROSSING SUBDIVISION  
AMENDMENT NINE  
FINAL PLAT  
SHEET 1 OF 2  
JOB NO. 401814**

SOURCE OF TITLE: Deed Record 455, page 543

OWNERS: WHITEHALL CROSSING, LLC

ZONING: PUD - PLANNED UNIT DEVELOPMENT

202007779 SPL \$30.00
05/29/2020 01:37:29P 2 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented

WHITEHALL CROSSING SUBDIVISION
AMENDMENT NINE
FINAL PLAT
PART OF WHITEHALL CROSSING SUBD. &
SECTION 36, T 9 N, R 2 W

The undersigned, as owners of the real estate described on this plat, for and in consideration of the City of Bloomington, Indiana, granting to the undersigned the right to tap into and connect to the sewer system of the City of Bloomington for the purpose of providing sewer service to the described real estate, now release the right of the undersigned as owners of the platted real estate and their successors in title to remonstrate against any pending or future annexation by the City of Bloomington, Indiana, of such platted real estate.

WHITEHALL CROSSING, LLC, the owners of the real estate shown and described herein, does hereby lay off, plat, and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as WHITEHALL CROSSING SUBDIVISION AMENDMENT NINE, an addition to the City of Bloomington. All streets and alleys shown, and not heretofore dedicated are dedicated to the public.

This subdivision shall be subject to the Declaration Of Covenants, Conditions, and Restrictions as set forth in Instrument Number in the Office of the Recorder of Monroe County, Indiana.

Signed and Sealed April 27th, 2020.

Whitney A. Gates
Signature
Name Printed

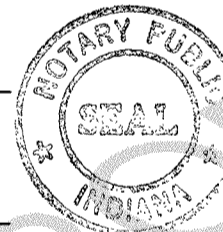
MEMBER
Title

STATE OF INDIANA )
COUNTY OF MONROE )

Before me, the undersigned Notary Public, in and for the said county and state, personally appeared Whitney A. Gates, and acknowledged the execution of the foregoing for the purposes therein expressed.

Witness my hand and notarial seal this 27th day of April, 2020.

MONROE
County of Residence



August 13, 2022
Commission Expiration

Mary T. Block
Notary Public, Written

MARY T. BLOCK
Notary Public, Printed

CERTIFICATE OF SURVEYOR

I, Charles D. Graham, hereby certify that I am a professional Land Surveyor licensed in compliance with the laws of the State of Indiana; that this plat correctly represents a survey completed by me on June 4, 2018; that all the monuments shown thereon actually exist; and that their location, size, type, and material are accurately shown.

Charles D. Graham
Date

June 4, 2018
Date

Indiana L.S. 29500014
within the State of Indiana
Bynum Fanyo & Associates, Inc.
528 N. Walnut St.
Bloomington, IN 47404
812-332-8030 tel
812-339-2990 fax
jflloyd@bynumfanyo.com



Legal Description

A part of Whitehall Crossing Subdivision as recorded in Plat Cabinet C at Envelope 241, Office of the Recorder, Monroe County, Indiana, more particularly described as follows:
Commencing at the southeast corner of Section 36, Township 9 North, Range 2 West, Monroe County, Indiana; Thence on the east line of said Section 36 North 00 degrees 33 minutes 07 seconds West (record basis of bearings) 229.25 feet to the true point of beginning;
Thence leaving said east line North 54 degrees 32 minutes 11 seconds West 98.53 feet; Thence South 90 degrees 00 minutes 00 seconds West 687.77 feet; Thence North 00 degrees 36 minutes 59 seconds West 27.30 feet to the beginning of a curve concave to the southeast and having a radius of 265.00 feet; Thence on said curve North, Northeast, and East 419.11 feet through a central angle of 90 degrees 36 minutes 59 seconds; Thence North 90 degrees 00 minutes 00 seconds East 118.37 feet to the beginning of a curve concave to the northwest and having a radius of 235.00 feet; Thence on said curve Northeast 126.45 feet through a central angle of 30 degrees 49 minutes 49 seconds; Thence North 59 degrees 10 minutes 11 seconds East 183.87 feet; Thence South 89 degrees 26 minutes 53 seconds East 101.91 feet; Thence South 00 degrees 33 minutes 07 seconds East 480.76 feet to the point of beginning containing 5.52 acres

LESS AND EXCEPT

That portion of the above described land that lies within the boundary of Lot 11 in Whitehall Crossing Subdivision - Amendment Eight, recorded as Instrument Number 2002030685 in Plat Cabinet C, Envelope 323, in the office of the Recorder of Monroe County, Indiana.

ALSO EXCEPTING

That portion of the above described land that lies within the right-of-way purchase by the board of Commissioners of Monroe County, Indiana, recorded as Instrument Number 2019013308 in the office of the Recorder of Monroe County, Indiana.

CERTIFICATE OF APPROVAL
OF COMMISSION AND BOARD OF PUBLIC WORKS

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 June 10, 2019

(Joe Hoffmann, President of Plan Commission)

(Terri Porter, Secretary of Plan Commission)

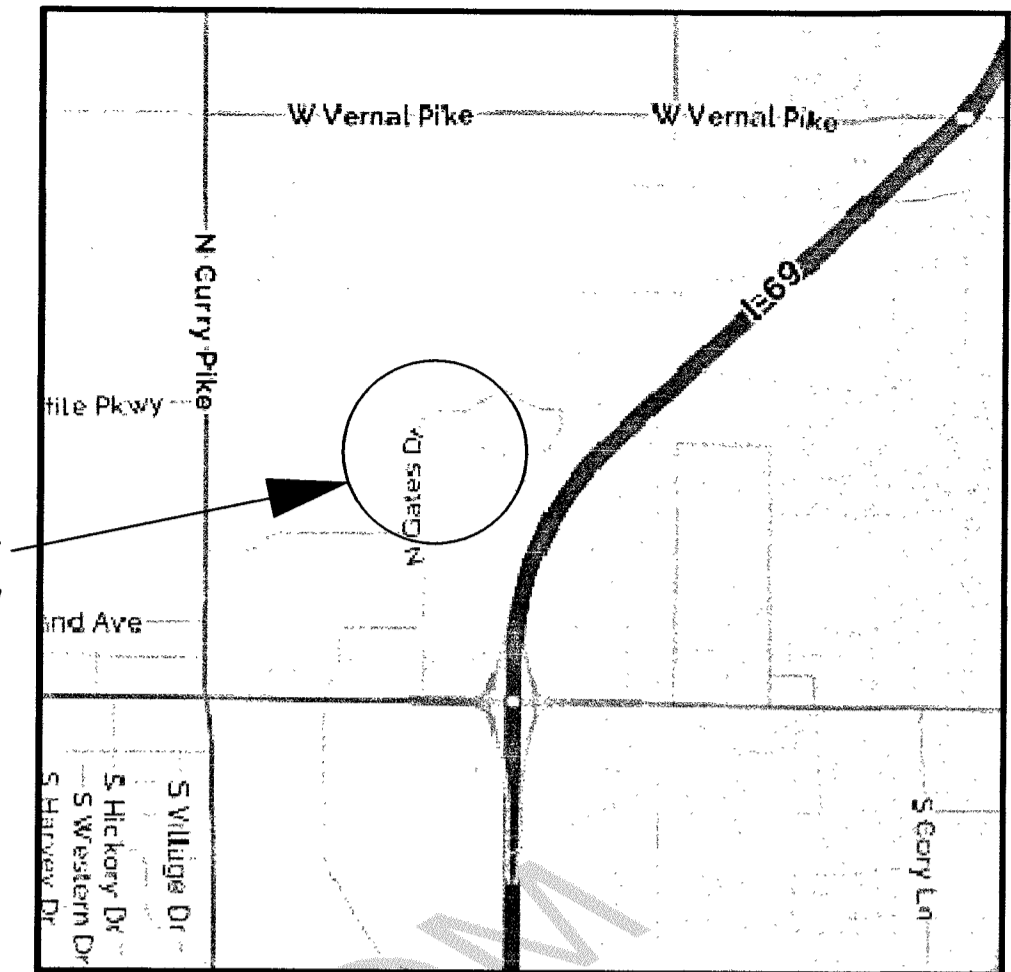
Approved by the Board of Public Works at a meeting held May 12, 2020

(Kyla Cox Deckard)

(Beth H. Hollingsworth)

(Dana Palazzo)

PROJECT LOCATION



LOCATION MAP

EASEMENT LEGEND

- UE = Utility Easement
(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 obstructions within the easement area.
DE = Drainage Easement
(A) Shall be required for any surface swales or other minor improvements that are intended for maintenance by the lots on which they are located.
(B) Shall prohibit any alteration within the easement that would hinder or redirect flow.
(C) Shall provide that the owner of the lot on which the easement is placed shall be responsible for maintenance of the drainage features within such easement.
(D) Shall be enforceable by the City Utilities Department and by owners of properties that are adversely affected by conditions within the easement.
(E) Shall allow the City Utilities Department to enter upon the easement for the purpose of maintenance, to charge the cost of such maintenance to the responsible parties, to construct drainage facilities within the easement, and to assume responsibility for the drainage features at its discretion.
PSSSE = Private Sanitary Sewer Easement
(A) Shall allow the Property owner or their assigns exclusive access for installation, maintenance, repair, or removal of sanitary sewer facilities.
(B) Trees and structures including, but not limited to, buildings, fences, retaining walls, signs, and light fixtures, shall not be located within the Sanitary Sewer Easement.
(C) Grading activity shall be prohibited within Sanitary Sewer Easements without written permission from the Property owner.
W.L.E. = Waterline Easement.
(A) Shall allow the City Utilities Department exclusive access for installation, maintenance, repair, or removal of potable water facilities.
(B) Encroachment by other utilities is prohibited, unless such encroachment is approved by the City Utilities Department in conjunction with the preliminary plat. Upon written permission from the City Utilities Department, encroachments may be permitted after the recording of the final plat.
(C) Trees and structures including, but not limited to, buildings, fences, retaining walls, signs, and light fixtures, shall not be located within waterline easements.
(D) Grading activity shall be prohibited within waterline easements without written permission from the City Utilities Department.
(E) Signs shall not be located within waterline easements unless the sign is a public sign authorized by Section 20.05.079(f)(1) or is further authorized by the city.

WHITEHALL CROSSING SUBDIVISION
AMENDMENT NINE
FINAL PLAT
SHEET 2 OF 2
JOB NO. 401814

**REGISTER OF PAYROLL CLAIMS**

**Board: Board of Public Works Claim Register**

<b>Date:</b>	<b>Type of Claim</b>	<b>FUND</b>	<b>Description</b>	<b>Bank Transfer</b>	<b>Amount</b>
2/11/2022	Payroll				500,452.48
					<u>500,452.48</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 **\$ 500,452.48**

**Dated this 15th day of February year of 2022.**

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

\_\_\_\_\_  
Beth H. Hollingsworth, Vice President

\_\_\_\_\_  
Elizabeth Karon, Secretary

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

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



## Board of Public Works Staff Report

---

**Project/Event:** Six Ways Markets Spring Thing Pop-Up Market

**Petitioner/Representative:** Beck Holladay – Six Ways Markets

**Staff Representative:** April Rosenberger

**Meeting Date:** February 15, 2022

---

Saturday, April 09, 2022 Six Ways Market will be hosting a Spring Thing Pop-Up Market

Organizers are requesting the closure of West 9<sup>th</sup> Street from North Walnut Street to North College and the Alley from behind Bloomington Playwrights/Switchyard Brewing Company to the North of W. 9<sup>th</sup> Street beginning at 9 a.m. on Saturday, April 9, 2022, for set up and until 8:00 p.m. on Sunday, April 10, 2022 which will allow for clean up after the event. Spring Thing Pop-Up Market highlight small businesses by giving them a place to vend and meet people in the community. Spring Thing Pop-Up Market will include music, local business booths, and food trucks.

A noise permit is also requested as part of this event.

All Businesses have received notice of this event and public meeting for comment.

---



**JOHN HAMILTON  
MAYOR**

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

PO Box 100  
Bloomington IN 47402  
**CITY OF BLOOMINGTON**  
401 N Morton St Suite 150

ESD 812.349.3418  
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington  
Department of Economic and Sustainable Development



**CITY OF BLOOMINGTON**

**SPECIAL EVENT APPLICATION**

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

**1. Applicant Information**

Contact Name:	Beck Holladay		
Contact Phone:	503-705-0884	Mobile Phone:	503-705-0884
Title/Position:	Owner/Event Director		

Organization:	Six Ways Markets		
Address:	127 E 44 <sup>th</sup> St.		
City, State, Zip:	Indianapolis, IN 46205		
Contact E-Mail Address:	<a href="mailto:beckholladay@gmail.com">beckholladay@gmail.com</a>		
Organization E-Mail and URL:	<a href="http://www.sixwaysmarkets.com">www.sixwaysmarkets.com</a>		
Org Phone No:	503-705-0884	Fax No:	N/A

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

Organization Name:	Switchyard Brewing		
Address:	419 N Walnut St.		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	<a href="mailto:dave@switchyardbrewing.com">dave@switchyardbrewing.com</a>		
Phone Number:	812-287-2895	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

## 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> Other (Explain below in Description of Event)
Date(s) of Event:	Pop-Up Market event that will include vendors selling vintage and handmade goods out of 10x10 tents as well as food trucks.



Time of Event:	Date: April 9 <sup>th</sup> , 2022 Start: 12pm Date: April 10 <sup>th</sup> , 2022 End: 6pm	
Setup/Tear-down time Needed	Date: April 9 <sup>th</sup> , 2022 Start: 9am Date: April 10 <sup>th</sup> , 2022 End: 8pm	
Calendar Day of Week:	Saturday and Sunday	
Description of Event:	Spring Thing is a pop-up market event that highlights small businesses by giving them a space to vend and meet with people in the community. The market will utilize 9 <sup>th</sup> St. between Walnut and College as well as the alleyway behind Switchyard (indicated on map) to set up 10x10 vendor tents. The event will incorporate music, however, we will not have live music or a stage, just a small outdoor speaker playing music from an iPod. We plan to bring in 3-4 food trucks or food vendors for the event as well.	
List of Street Closures (If applicable)	9 <sup>th</sup> St. between Walnut and College	
Expected Number of Participants:	40	Expected # of vehicles (Use of Parking Spaces to close): 4

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

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

<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

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

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

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

**6. CHECKLIST**

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <li><input type="checkbox"/> Detailed Map</li> <li><input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other)</li> <li><input type="checkbox"/> Maintenance of Traffic Plan</li> <li><input type="checkbox"/> Noise Permit Application (if applicable)</li> <li><input type="checkbox"/> Certificate of Liability Insurance</li> <li><input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable)</li> <li><input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)</li> </ul>
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)

<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW)  <input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

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

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

**For City Of Bloomington Use Only**

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



# NOISE PERMIT

City of Bloomington  
 401 N. Morton St., Suite 120  
 Bloomington, Indiana 47404  
 812-349-3410

## Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact April Rosenberger with any questions: (812) 349-3410 or [april.rosenberger@bloomington.in.gov](mailto:april.rosenberger@bloomington.in.gov)

## Event and Noise Information

Name of Event:	Spring Thing		
Location of Event:	9 <sup>th</sup> St. between Walnut St. and College St.		
Date of Event:	April 9 <sup>th</sup> and 10 <sup>th</sup>	Time of Event:	Start: 12pm
Calendar Day of Week:	Saturday and Sunday		End: 7pm
Description of Event:	Pop-Up Market event with various vendors utilizing 10x10 tents.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	

## Applicant Information

Name:	Beck Holladay		
Organization:	Six Ways Markets	Title:	Event Director
Physical Address:	127 E 44 <sup>th</sup> St. Indianapolis, IN 46205		
Email Address:	<a href="mailto:beckholladay@gmail.com">beckholladay@gmail.com</a>	Phone Number:	503-705-0884
Signature:		Date:	1/24/2022

## FOR CITY OF BLOOMINGTON USE ONLY

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

<b>BOARD OF PUBLIC WORKS</b>	
_____	_____
Kyla Cox Deckard, President	Beth H. Hollingsworth, Vice-President
_____	_____
Date	Elizabeth Karon, Secretary

Event name: \_\_\_\_\_

Number of expected attendees: \_\_\_\_\_

Number of food vendors: \_\_\_\_\_ Number of other vendors: \_\_\_\_\_

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

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

**TIP:** Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees. ClearStream recycling bins are available for use through [Downtown Bloomington, Inc.](#)

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

Type of waste	Collection plan
<Containers>*	<Recycling, composting, etc.>
<Mixed paper>	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

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

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

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

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

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

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

### **EXAMPLE: NOTICE OF PUBLIC MEETING LETTER**

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

The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held virtually via zoom. Zoom information can be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for this information.

The proposal for \_\_\_\_\_ will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS CITY OF BLOOMINGTON, INDIANA

PETITIONER:

DATE:

<b>Contact Information- Other</b>			
	<b><u>Location</u></b>	<b><u>Contact</u></b>	<b><u>Phone Number</u></b>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Travis Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works	(812) 349-3411
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763

Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 <sup>rd</sup> Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546
Department of Homeland Security		Mike Anderson	(317) 409-9510

**BLOOMINGTON PLAYWRIGHTS, BIG BROTHERS AND SISTERS AND GERMAN AMERICAN BANK ARE THE ONLY BUSINESS IMPACTED BY THE CLOSURE OF 9TH ST. AND ALL ARE CLOSED ON SATURDAY AND SUNDAY. HOWEVER ALL BUSINESSES WITHIN A TWO BLOCK RADIUS WILL BE ISSUED THE FOLLOWING NOTIFICATION LETTER 2 WEEKS AHEAD OF THE EVENT.**

**HELLO, NEIGHBOR! AS PART OF OUR MISSION TO HIGHLIGHT AND INVIGORATE SMALL BUSINESSES IN BLOOMINGTON, WE WILL BE HOSTING A POP-UP MARKET EVENT ON FRIDAY AND SATURDAY APRIL 9TH AND 10TH FROM 10AM - 7PM ON SATURDAY AND 10AM - 6PM ON SUNDAY. THIS EVENT WILL CLOSE DOWN 9TH ST FOR A SINGLE BLOCK BETWEEN WALNUT ST. AND COLLEGE ST.**

**IF YOU HAVE ANY QUESTIONS OR CONCERNS AT ALL, PLEASE FEEL FREE TO REACH OUT TO EVENT DIRECTOR BECK HOLLADAY AT [BECKHOLLADAY@GMAIL.COM](mailto:BECKHOLLADAY@GMAIL.COM) FOR A PROMPT RESPONSE!**

**-- WE HOPE TO SEE YOU THERE --**

**BEST,  
SWITCHYARD BREWING CO. AND SIX WAYS MARKETS**

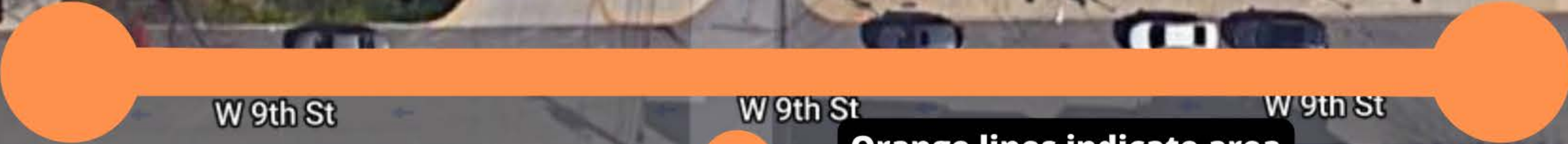


**Barricades placed OUTSIDE crosswalks to still allow pedestrian crossing on 9th at both ends and use of sidewalks up and down 9th St.**

Water-Filled Jersey Barrier

ROAD CLOSED

ROAD CLOSED



**Orange lines indicate area that we would like to use for the event**

**Parking lot entrance barricaded on 9th St.**



Water-Filled Jersey Barrier

N College Ave

N College Ave

N College Ave

N College Ave

N Walnut St

N Walnut St

N Walnut St

N Walnut St

W 9th St

W 9th St

W 9th St

W 9th St

W 9th St

Bloomington Playwrights Project

Switchyard Brewing Company

Google

**BOARD OF PUBLIC WORKS  
RESOLUTION 2022-02**

**SPRING THING POP-UP MARKET**

WHEREAS, the Board of Public Works is empowered by I.C. 36-9-6-2 to supervise City Streets; and

WHEREAS, Six Ways Markets is organizing the Spring Thing Pop-Up Market, to take place on Saturday, April 9, 2022 and Sunday, April 10, 2022; and

WHEREAS, Six Ways Markets has requested that the Board of Public Works allow them to close West 9<sup>th</sup> Street to vehicular traffic between North College and North Walnut and the alley from behind Bloomington Playwrights/Switchyard Brewing to the North of West 9<sup>th</sup> Street during the Spring Thing Pop-Up Market; and

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

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided that:

1. The Board of Public Works declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. The City of Bloomington Board of Public Works (hereinafter "City") declares that Six Ways Markets may close West 9<sup>th</sup> Street to vehicular traffic between North College and North Walnut and the alley from behind Bloomington Playwrights/Switchyard Brewing to the North of West 9<sup>th</sup> Street from 9:00 a.m. Saturday, April 09, 2022 until 8:00 p.m. on Sunday, April 10, 2021 for the purpose of staging a pop-up market for the general public.
3. Six Ways Markets shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Six Ways Markets shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department.
5. Six Ways Markets shall obtain, and place at their own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Six Ways Markets agrees no closure shall occur before 9 a.m. on Saturday, April 09, 2022, and remove barricades by 8:00 p.m. on Sunday, April 10, 2022.
6. The City of Bloomington will provide and set up jersey style water filled barricades not

before 9 a.m. on April 09, 2022. Jersey style water filled barricades will be removed as part of clean-up.

7. Six Ways Markets will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event.
8. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 12:00 p.m. and 6:00 p.m. on Saturday, April 9, 2022.
9. Six Ways Markets shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
10. Six Ways Markets shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
11. In consideration for the use of the City’s property and to the fullest extent permitted by law, Six Ways Markets, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
12. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 15<sup>th</sup> DAY OF FEBRUARY, 2022.

BOARD OF PUBLIC WORKS:

SIX WAYS MARKETS:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Beth H. Hollingsworth, Vice President

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Elizabeth Karon, Secretary

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

---

<b>Project/Event:</b>	17th Street (Monroe to Grant) Multiuse Path Tree Clearing Project, Monroe LLC
<b>Petitioner/Representative:</b>	Engineering Department
<b>Staff Representative:</b>	Russell White
<b>Date:</b>	02/15/2022

---

### Report

This project involves tree clearing for the 17th Street (Monroe to Grant) Multiuse Path Project. The changes along 17th Street include: construction of a multi-use path along the north side of the street; construction of accessible sidewalk curb ramps; street resurfacing; and replacement of the existing traffic signal at the intersection of 17th Street at Madison Street/Kinser Pike.

Staff requested quotes from 5 different contractors. We received one quote from Monroe LLC in the amount of \$22,500.00.

The projects' maintenance of traffic is to be approved by the Board with this contract. MOT work will require a temporary construction zone, with the use of flaggers, and may also involve a couple of short-term full closures in order to be safe, as the contractor may have to stop traffic in both directions for approximately 15 minutes when the tree is being brought down.

Monroe LLC was the lowest responsible and responsive Quoter, with a Quote of \$22,500.00.

Funding Source: TIF.

## City of Bloomington Contract and Purchase Justification Form

Vendor: Monroe LLC

Contract Amount: \$22,500.00

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

### PURCHASE INFORMATION

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

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

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

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

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

Contractor was the lowest responsive and responsible Quoter.

Russell White

---

Print/Type Name

Project Manager

---

Print/Type Title

Engineering Department

---

Department

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

MONROE LLC

FOR

## 17th Street (Monroe to Grant) Multiuse Path Tree Clearing Project

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and \_\_\_\_\_ Monroe LLC \_\_\_\_\_, (hereinafter CONTRACTOR);

### WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **tree clearing for the 17th Street (Monroe to Grant) Path Project. The path project includes construction of a multi-use path along the north side of the street, construction of accessible sidewalk curb ramps, street resurfacing, and replacement of the existing traffic signal at the intersection of 17th Street at Madison Street/Kinser Pike**, (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 as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

**2.02** All work required under this Agreement shall be substantially completed by the CONTRACTOR prior to April 1, 2022, and after receipt of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

**2.03** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR

agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

### **ARTICLE 3. COMPENSATION**

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

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed \$22,500.00. 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 or her own and all subcontracted employees, to City Engineer or his or her representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

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

### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its 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 his or her 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 his or her 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 or she shall be considered in default. Any one or more of the following will be considered a default:

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

### **5.03 Successors and Assigns**

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

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

### **5.04 Extent of Agreement: Integration**

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

1. This Agreement and its Attachments.

2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the 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 or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident

	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

**5.08** **Non-Discrimination**

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

**5.08.02** CONTRACTOR certifies for themselves and all his or her 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 he or she:

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

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

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

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

**5.09 Workmanship and Quality of Materials**

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

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

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

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

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

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

### **5.11 Amendments/Changes**

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

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

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

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

### **5.12 Performance Bond and Payment Bond**

**5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with 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 and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Monroe LLC
Attn: Roy Aten	ATTN: John Simpson
401 N. Morton St., Suite 130	4440 West ST. Rd. 46
Bloomington, Indiana 47404	Nashville, Indiana 47448

**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 he or she receives an official written Notice to Proceed (NTP) 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 his or her 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 his or her subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of his or her subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or his or her 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 his or her 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 his or her subcontractor did not knowingly employ an unauthorized alien. If the Contractor or his or her 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 his or her 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.

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

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

City of Bloomington

Bloomington Board of Public Works

BY:

BY: MONROE LLC

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

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Beth H. Hollingsworth, Member

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

\_\_\_\_\_  
Elizabeth Karon, Member

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

## **ATTACHMENT 'A'**

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

#### **17th Street (Monroe to Grant) Multiuse Path Tree Clearing Project**

*This project shall include, but is not limited to include tree clearing for the 17th Street (Monroe to Grant) Path Project. The path project includes construction of a multi-use path along the north side of the street, construction of accessible sidewalk curb ramps, street resurfacing, and replacement of the existing traffic signal at the intersection of 17th Street at Madison Street/Kinser Pike.*



## 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.					
				<b>Total</b>	<b>\$_____</b>

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

**ATTACHMENT 'C'**

**"E-Verify AFFIDAVIT"**

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

**E-VERIFY AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature

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

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

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

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

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

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

**EXHIBIT D**  
**NON-COLLUSION AFFIDAVIT**

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\_\_.

**MONROE LLC**

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

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

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

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Notary Public's Signature

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

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

---

## **SECTION IX**

---

### **SPECIFICATIONS**

Indiana Department of Transportation Standard Specifications dated 2020 and current supplements thereto, to be used with this project.



## Board of Public Works Staff Report

---

**Project/Event:** Approve Change Order #3 for the Maxwell Street Sidewalk Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Russell White

**Date:** 02/15/2022

---

**Report:**

This contract includes the installation of a new sidewalk on the east side of S Maxwell Street from E Miller Drive to E Short Street. The original contract amount was \$136,826.00. The adjusted contract amount for this project was 122,892.35. Change order #3 is required to claim resolution of the final contract amount. If approved this change order will result in an increase of \$3,046.95. The final adjusted contract amount will be \$125,939.30.

Item 005 605-06120 CURB, CONCRETE Increased by 35.010 LFT Adding \$1,575.45.

Item 011 604-08086 CURB RAMP, CONCRETE, Decreased by -1.945 SYS deducting - \$583.50

Adding Pay item:

Item 030 105-09356 COST ADJUSTMENT FOR CLAIM RESOLUTION, Adding \$2,055.00 to the contract amount.

---

**Recommendation and Supporting Justification.** If approved this change order will result in an increase of \$3,046.95. The final adjusted contract amount will be \$125,939.30. Funding source: 454-05-050000-54310. *(Staff lead Russell White)*

# City of Bloomington Contract and Purchase Justification Form

Vendor: Monroe LLC

Contract Amount: \$122,892.35 (after CO#2)

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

**PURCHASE INFORMATION**

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

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

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

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

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

The original contract amount was \$136,826.00. The adjusted contract amount for this project was \$122,892.35. Change order #3 is required to claim resolution of the final contract amount. If approved this change order will result in an increase of \$3,046.95. The final adjusted contract amount will be \$125,939.30.

Russell White

---

Print/Type Name

Project Manager

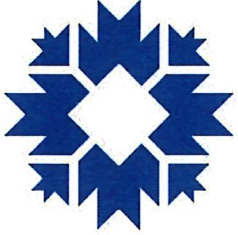
---

Print/Type Title

Engineering Department

---

Department



# City of Bloomington, Indiana

## Change Order Details

Maxwell Street Sidewalk Project

---

<b>Description</b>	Contract: BC-2020-92-CN Installation of a new sidewalk on the east side of S Maxwell Street from E Miller Drive to E Short Street.
<b>Prime Contractor</b>	Monroe LLC 4440 State Rd 46 West Nashville, IN 47448
<b>Change Order</b>	6
<b>Status</b>	Pending
<b>Date Created</b>	02/03/2022
<b>Type</b>	Other
<b>Summary</b>	claim resolution
<b>Change Order Description</b>	Adjusting pay items associated with a cost adjustment for a claim resolution.
<b>Awarded Project Amount</b>	\$136,826.00
<b>Authorized Project Amount</b>	\$122,892.35
<b>Change Order Amount</b>	\$3,046.95
<b>Revised Project Amount</b>	\$125,939.30



**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - Description</b>									
005	605-06120	LFT	\$45.000	40.750	\$1,833.75	35.010	\$1,575.45	75.760	\$3,409.20
CURB, CONCRETE									
Reason: Adjustment for a claim resolution									
011	604-08086	SYS	\$300.000	41.790	\$12,537.00	-1.945	-\$583.50	39.845	\$11,953.50
CURB RAMP, CONCRETE									
Reason: Adjustment for a claim resolution									
2 items			Totals		\$14,370.75		\$991.95		\$15,362.70

**New Items**

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Section: 1 - Description</b>					
0030	105-09356	DOL	1.000	\$2,055.000	\$2,055.00
COST ADJUSTMENT FOR CLAIM RESOLUTION					
Reason: Adjustment due to a claim resolution					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
1	item				Total: \$2,055.00

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

_____	_____	_____
Engineer	Contractor	Owner
_____	_____	_____
Title	Title	Title
_____	_____	_____
Date	Date	Date



## Board of Public Works Staff Report

---

**Project/Event:** Award concrete materials contract to Irving Materials, Inc.

**Petitioner/Representative:** Adam Wason, Public Works

**Staff Representative:** Joe VanDeventer, Street Division

**Date:** February 15, 2022

---

**Report:**

Quotes were conducted, IMI was determined the most responsible and responsive with action to recommended upon the past usage of concrete materials by the City of Bloomington Public Works/Street Division.

# City of Bloomington Contract and Purchase Justification Form

Vendor: Irving Materials, Inc.

Contract Amount: \$ 60,000

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

**PURCHASE INFORMATION**

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

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

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

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quotes opened at Board of Public Works work session on 2/14/22. Irving Materials only quote received.
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

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

Quotes were conducted, Irving Materials, Inc. was determined the most responsible and responsive, action to recommended upon the past usage of concrete materials by the City of Bloomington Public Works/Street Division.

\_\_\_\_\_  
Joe VanDeventer

\_\_\_\_\_  
Director of Street Operations

\_\_\_\_\_  
PW/Street Division

Print/Type Name

Print/Type Title

Department



## BID FORM

## FOR CLASS "A" PORTLAND CEMENT CONCRETE

## RFQ #2021-PW-CONCRETE MATERIAL

	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	CONCRETE CLASS A	+/- 2,500	CYD	CLASS "A" CONCRETE	\$ 120	\$ 300,000
2.	CONCRETE WITH ADDITIVE	+/- 500	CYD	CLASS "A" CONCRETE WITH 2% CALCIUM	\$ 127	\$ 63,500
3.	CONCRETE WITH ADDITIVE	+/- 200	CYD	CLASS "A" CONCRETE WITH REINFORCEMENT	\$ 127	\$ 25,400
4.	MINIMUM LOAD FEE	1	TRIP	TRIP CHARGE IF LESS THAN <sup>4</sup> / <sub>8</sub> CUBIC YARDS ORDERED	\$ 250	\$ 250

All material supplied shall meet the most **CURRENT INDOT** Standard Specifications for Sections 500, 600, 700, and 900. Other sections may be applicable for conformance to complete specifications. It is the responsibility of the supplier to ensure they familiarize and understand all requirements for the material requested. Disqualification may occur at the discretion of the Board of Public Works should a supplier or their material, not meet the requirements as stated in this quote request.

INDOT Standard Specifications are located here:

<https://www.in.gov/dot/div/contracts/standards/book/sep19/sep.htm>

Environmental Charge per load: \$ 20.<sup>00</sup>  
 Winter Service Charge (Nov. 1 - March 31) \$ 5.<sup>00</sup> per yard

**CITY OF BLOOMINGTON  
 BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS**

**Class "A" Portland Cement Concrete and Additives**

(PLEASE TYPE OR PRINT MATERIAL NAME)

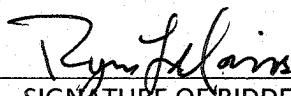
2/10/22

(DATE)

- 1. Governmental Unit: City of Bloomington Board of Public Works
- 2. County: Monroe
- 3. Bidder (Firm): Irving Materials Inc. (IMI)  
 Address: 1800 N Kinser Pike  
 City/State/Zip Code: Bloomington, IN 47404
- 4. Telephone Number: 812-333-8530
- 5. Agent of Bidder (if applicable): Ryan Goins

Pursuant to notices given, the undersigned offers bid(s) City of Bloomington Board of Public Works. In Accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The Contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he/she has not offered nor received a less price than that price stated in his/her bid for the materials included in said bid. Bidder further agrees that he/she will not withdraw his/her bid from the office in which it is filed. A certified check or bond will be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as case may be.



SIGNATURE OF BIDDER OR AGENT

**BID OFFER OR PROPOSAL**

Attach separate sheet listing each item bid based on specifications published by governing body. The following is an example of this bid format:

CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT

NON-COLLUSION AFFIDAVIT

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

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership representative represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

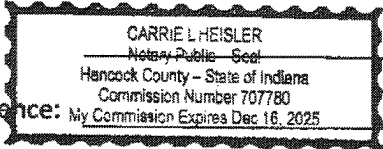
He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Irving Materials Inc  
BIDDER (FIRM)

[Signature]  
SIGNATURE OF BIDDER OR AGENT

Subscribed and sworn to me this 10 day of February 20 22

My Commission Expires:



County of Residence:

Carrie Heisler  
Notary Public

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of City of Bloomington Board of Public Works hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery of the price quoted for the materials stipulated in said bid.

BOARD OF PUBLIC WORKS MEMBERS:

Kyla Cox Deckard, PRESIDENT

Beth Hollingsworth

Elizabeth Karon

### WORKFORCE BREAKDOWN FORM

COMPANY NAME: IMI Indiana

ADDRESS: 1800 Kincer Pike  
Bloomington, IN 47404

REPRESENTATIVE: Ryan Goins

PHONE: 513-208-5207

E-MAIL ADDRESS: ryan.goins@imimat.com

Position, Title Class or Category	Total Number Employees in Each Position	Total Number Minority Employees	Percent of Total	Total Number Female Employees	Percent of Total	Total Number Employees with Disabilities	Percent of Total
Drivers	15	0	0	0	60	0	0
Sales	2	0	0	0	8	0	0
QC	2	0	0	0	8	0	0
Plant Pers.	4	0	0	0	16	0	0
Dispatch	2	0	0	1	8	0	0

I swear or affirm under penalties of perjury that this workforce breakdown is accurate, to the best of my knowledge.

[Signature] SALES  
 Signature and Title of Representative:

2/10/22  
 Date:



**TO:** All Employees  
**FROM:** Ben Napier  
**DATE:** revised 12/11/2020  
**RE:** No Harassment Policy



## Company Memo

---

Irving Materials, Inc., is committed to a work environment in which all individuals are treated with dignity and respect. Each individual should have the expectation to work in a protected and professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices including harassment. Therefore, imi expects that all relationships among persons will be respectful and free of bias, prejudice, and harassment.

imi has developed this policy to ensure that all its employees can work in an environment free from harassment, discrimination, and retaliation. We will make every reasonable effort to ensure that all employees are familiar with these policies and are aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Irving Materials, Inc., including its subsidiaries, does not and will not tolerate harassment of our employees, applicants, contractors, or customers. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or animosity toward an individual because of his or her race, color, religion, sex, sexual orientation, national origin, age, disability, veteran status, genetic information, citizenship, or any other characteristic protected by law. "Harassing" conduct includes slurs, or negative stereotyping, threatening, intimidating, or hostile acts, crude/rude or offensive jokes, and written or graphic material circulated in the workplace by e-mail, phone, text messages, social networking sites, or other means.

"Sexual Harassment" can take two forms: 1) Hostile Work Environment and 2) Quid Pro Quo (Something for Something). Words and actions that can result in a "Hostile Work Environment" include sexual advances, requests for sexual favors, offensive touching, sexual jokes and innuendo, obscene comments and gestures, displaying of sexually suggestive pictures or objects, unwanted commentary about an individual's body, or e-mails, texts, and social media posts of a sexual or obscene nature. "Quid Pro Quo" includes the suggestion or expectation that an individual's employment, continued employment, pay, responsibilities, or future advancement will be affected in any way by them entering into (or refusing to enter into) any form of personal relationship or fulfilling requests of sexual favors with the supervisor or member of management.

**VIOLATION OF THIS POLICY WILL SUBJECT AN EMPLOYEE TO DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION**

If you feel that you are being harassed or improperly targeted in any way by an executive, manager, supervisor, co-worker, customer, contractor, or a vendor, you should immediately notify your supervisor or manager. The matter will be thoroughly investigated and appropriate action will be taken.

---

**"We're Proud Of Our Work"**

Irving Materials, Inc. • 8032 N. State Road 9 • Greenfield IN 46140  
(317) 326-3101 phone • (317) 326-3105 fax

Unless specific circumstances dictate otherwise, all claims of harassment, sexual harassment, or discrimination should be reported by management to the Human Resources Department to ensure a proper and consistent investigation.

Anonymous reports can be filed at [mysafeworkplace.com](http://mysafeworkplace.com) or by calling (800) 461-9330.

If you believe that a supervisor or member of management has acted inconsistently with this policy, if you are not comfortable bringing a complaint regarding harassment to your immediate supervisor, or if you believe that your complaint has not been handled to your satisfaction, please contact your local area Human Resource Manager or Ben Napier (Vice-President of Human Resources/ EH & S) at (317) 326-3101.

THERE WILL BE NO RETALIATION IN ANY WAY FOR REPORTING SUCH IMPROPER CONDUCT

**Do not assume the Company is aware of your problem; bring your complaints and/ or concerns to our attention so we can resolve them.**

Sincerely,

Ben Napier  
Vice-President, Human Resources and EH & S

---

**“We’re Proud Of Our Work”**

Irving Materials, Inc. • 8032 N. State Road 9 • Greenfield IN 46140  
(317) 326-3101 phone • (317) 326-3105 fax

# **Affirmative Action Plan**

**Irving Materials, Inc. is committed to its Equal Employment Opportunity Policy. This includes a commitment to following the guidelines established in Executive Order #11246, as amended; Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1994; and Section 503 of the Rehabilitation Act of 1973.**

**The company has an Equal Employment Opportunity Officer who is responsible to implement the company's EEO programs. This officer will coordinate the programs, advise and assist management and other key officials of the company; and will prepare and present periodic reports and shall make appropriate recommendations along these lines. The people in the company who have been assigned these responsibilities is Shawn Alpers/Carrie Heisler, 8032 N. State Rd. 9, Greenfield, IN 46140, 317-326-3101. His/Her name, address and telephone number will be posted on the bulletin boards at the Greenfield office so that he/she may be reached concerning Equal Employment Opportunity matters.**

**The company will take appropriate steps to assure that all employees and applicants are advised of this policy of nondiscrimination and of the company's interest in actively, and affirmatively providing Equal Employment Opportunity through the following actions:**

**A. Notices and posters setting forth the company's Equal Employment Opportunity Policy will be placed in areas readily accessible to the employees, applicants for employment, and potential employees;**

**B. All management and key personnel in a position to implement this policy, including those involved in training, recruitment, and other personnel activities, will be fully advised through the company's EEO Officer of the company's EEO policy and of their responsibility with respect to it;**

**C. The company will make periodic checks to assure total application of the EEO policy.**

**Hiring, promotion and transfer will be done without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled Veterans, or veterans of the Vietnam era. Supervisors will inform employees annually of any promotional opportunities.**

**The company will require that layoffs, termination's, down grading, and recall from layoffs are made without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified veterans, or veterans of the Vietnam era.**

**In carrying out its Affirmative Action Policy of providing Equal Employment Opportunity, the company will insure that no employee will be discriminated against for reasons of race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled veterans, or veterans of the Vietnam era, with regard to:**

- A. Compensation;**
- B. Fringe Benefits;**
- C. Layoffs or Recalls;**
- D. Termination's;**
- E. Overtime Work;**
- F. Promotions;**
- G. Transfer;**
- H. Training;**
- I. Any other matters pertaining to employee/employer relationships.**

**Women will not be penalized in their conditions of employment because they require time away from work due to childbearing. They will be granted a leave of absence for a reasonable period of time and returned to the same position and pay which that was held before the leave.**

**It will be the policy of Irving Materials, Inc. to accommodate the religious observances and priorities of an employee, unless Irving Materials, Inc. is unable to reasonably accommodate to an employee's or prospective employee's religious observance or priorities, with undue hardship on the conduct of its business.**

**The company will continue to recruit prospective employees without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled veterans, or veterans of the Vietnam era, as follows:**

- A. By stating in all newspaper advertising for "Help Wanted" that the company is a Equal Opportunity Employer (AA/F/M/V/H);**
- B. By the company's supervisory and the EEO Officer personally and in writing, notifying sources of potential employees, such as employment agencies (private and governmental), unions, schools, and minority group organizations;**
- C. By using company minority group personnel in recruitment when there is a need for additional personnel;**
- D. By continued efforts to negotiate for Equal Employment Opportunity clauses in the company's labor contracts.**

**The company will continue its support of apprenticeship programs as follows:**

**A. By notifying all of our employees of available programs without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled veterans, or veterans of Vietnam era;**

**B. By notifying aforementioned potential sources of employees of available programs and providing assistance to interested persons in gaining admission;**

**C. By using apprentices on projects where the company deems feasible.**

**The company will continue its on the job training programs on an Equal Employment Opportunity basis and will continue to upgrade its employees without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled veterans, or veterans of the Vietnam era.**

**All employees are advised of any openings and/or training that may be available.**

**Through continuous intra-company training, we will instruct all supervisory personnel to request all referrals for employment without regard to race, age, color, religion, National Origin, sex, ancestry, disability, qualified disabled veterans, or veterans of the Vietnam era.**

**Specific grievance procedures are spelled out in the respective union contracts. Access to these documents by our employees is open. Copies can be obtained from the local union, the union steward, or the main office of Irving Materials, Inc. In any case, all employees are free to contact the EEO Officer, without fear of any retaliation, regarding any complaints alleging discrimination of any type.**

**Shawn Alpers/Carrie Heisler  
EEO Officers, Greenfield Location  
317-326-3101 (Office)**

## AFFIRMATIVE ACTION PLAN AND HARASSMENT POLICY CHECKLIST

Company Name: IMI Indiana

NOTE: This is not an Affirmative Action Plan

Effective Date: 2.10.22

Contractor: Plan MUST Include:	Yes	No	Comments:
Policy statement of equal employment opportunity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Covers:</b> Applicants for employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>On basis of:</b> Race	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Religion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Color	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sex	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
National Origin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ancestry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sexual Orientation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gender Identity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Veteran Status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Housing Status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Designates a person responsible for implementation of the Plan</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Provides for communication of the policy:</b>			
Within the Organization	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Outside the Organization (e.g., recruitment sources, unions)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Provision for: Recruitment from minority groups</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Provision for: Equal access to training programs</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Grievance Procedure</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Prohibits retaliation for filing grievances</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Workforce Breakdown (figures up to date within 6 months)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

### HARASSMENT POLICY CHECKLIST

Definition of harassment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Designates a person to receive and investigate harassment complaints	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Prohibits retaliation for filing a harassment complaint	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Model Affirmative Action Plan and  
Harassment Policy**

imi Indiana, declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement this affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively to this equal employment policy.

**Responsible Officer**

Mr. or Ms. Carrie Heister (or the \_\_\_\_\_ officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

**Publication of Policy**

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notices of our policy in paycheck envelopes, and/or
- training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- notifying employment agencies about our commitment, and
- sending notice of our policy to unions.

**Implementing Our Policy**

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall ask only job-related questions on our employment applications.

We shall keep affirmative action information on each applicant who voluntarily provides this information, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status.

## GRIEVANCE PROCEDURE

If an employee or applicant feels she or he has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status, she or he may bring the complaint to her or his immediate supervisor. If the complaint is not resolved readily at that level, she or he may submit it to Carrie Heisler (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude him or her from complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

**Our current workforce breakdown is shown on the attached form.**

### Policy prohibiting harassment in the workplace

It is the policy of imi: Indiana (company name) to maintain a workplace free of harassment on the basis of race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status. Harassment, as defined herein, is strictly prohibited in the workplace, and is punishable by appropriate discipline up to and including termination.

Harassment means any unwelcome or offensive conduct, whether written, verbal or physical, which is

- (a) directed at or to an employee because of his or her actual or perceived race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status or
- (b) directed toward any person concerning an individual, or a class of individuals, because of the race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status of the individual or class of individuals. For example, racial or ethnic slurs or derogatory epithets are prohibited in the workplace, regardless of whether a member of the racial or ethnic group is present when the statement is made.

Harassment does not refer to occasional compliments or other statements of a socially acceptable nature. Harassment refers to behavior which is unwelcome and which is offensive and/or persistent enough to create, or has the potential of creating an intimidating, hostile or offensive working environment for any employee. Harassment includes unwelcome sexual advances or requests for sexual favors, unwelcome touching of a sexual nature and unwelcome and/or offensive sexual comments.

2. This policy applies to all full-time, part-time, permanent and temporary employees, including supervisors and department heads, as well as to volunteers.
3. It is a violation of this policy to use an individual's submission to or rejection of harassing conduct as the basis for any employment decision affecting the individual.
4. An employee who believes she, he or they have been subjected to harassment as defined in this policy shall promptly report the harassment to her, his or their supervisor and/or the director of human resources or designee. imi: Indiana (company name) will make reasonable efforts to insure that a human resources representative of each sex is available to receive such complaints. The human resources department shall conduct a thorough and prompt investigation and, if appropriate, take disciplinary action against any offender, including but not limited to discharge. Staff will keep the complaint as confidential as reasonably possible. No one will be retaliated against for filing a harassment complaint.



5. All supervisory personnel who observe or otherwise learn of or have reason to suspect any conduct which may violate this policy shall promptly report such facts to the director of human resources or designee, and shall cooperate fully in any investigation or disciplinary action undertaken pursuant to this policy. Failure to comply with this section shall be grounds for appropriate disciplinary action, up to and including termination.
  
6. imi Indiana (company name) will provide regular training to employees and supervisors on the subject of harassment in the workplace. We will include information about this policy in our orientation and in our personnel policy. A copy of this policy will be posted on a prominent bulletin board. We take this matter seriously and will do all that is reasonably necessary to maintain a harassment-free workplace for our employees.

Carrie Huder  
Signature

2-10-22  
Date



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
<b>Department 01 - Animal Shelter</b>				
<b>Program 010000 - Main</b>				
<b>Account 43460 - Medical</b>				
Ania McKamey	01-refund rabies vaccine-accidental charge-1/31/22		02/18/2022	15.00
	<b>Account 43460 - Medical Totals</b>	<b>Invoice 1</b>		<b>\$15.00</b>
		Transactions		
<b>Account 52210 - Institutional Supplies</b>				
4045 - Datamars, INC	01-microchip scanner & chips-1/18/22		02/18/2022	2,753.35
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine food-1/28/22		02/18/2022	64.65
4586 - Hill's Pet Nutrition Sales, INC	01-feline food-1/28/22		02/18/2022	221.76
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/kitten food-1/21/22		02/18/2022	342.30
4574 - John Deere Financial (Rural King)	01-rabbit food-1/21/22		02/18/2022	15.99
4549 - Kroger Limited Partnership I	01-rabbit food-lettuce, spinach-1/28/22		02/18/2022	23.84
4633 - Midwest Veterinary Supply, INC	01-topical antibiotics-1/12/22		02/18/2022	80.30
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (M & L)-1/12/22		02/18/2022	166.10
4633 - Midwest Veterinary Supply, INC	01-appetite stimulant, nutritional supplement-1/12/22		02/18/2022	132.46
4633 - Midwest Veterinary Supply, INC	01-partnership program quarterly rebate-1/7/22		02/18/2022	(212.48)
4633 - Midwest Veterinary Supply, INC	01-pet corrector-1/21/22		02/18/2022	8.53
4633 - Midwest Veterinary Supply, INC	01-nebulizer delivery device-1/26/22		02/18/2022	27.60
4633 - Midwest Veterinary Supply, INC	01-ID bands-1/27/22		02/18/2022	37.54
4633 - Midwest Veterinary Supply, INC	01-rabbit food-timothy hay-1/21/22		02/18/2022	39.10



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

4633 - Midwest Veterinary Supply, INC	01-pet corrector-1/21/22	02/18/2022	42.65
4633 - Midwest Veterinary Supply, INC	01-Heparin, saline, blood collection tubes-1/31/22	02/18/2022	49.26
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)-1/26/22	02/18/2022	55.40
4633 - Midwest Veterinary Supply, INC	01-fluids-lactated ringers-1/21/22	02/18/2022	75.36
4633 - Midwest Veterinary Supply, INC	01-supportive pheromones therapy-1/26/22	02/18/2022	134.80
4633 - Midwest Veterinary Supply, INC	01-Albon oral susp-12/27/21	02/18/2022	164.60
4633 - Midwest Veterinary Supply, INC	01-antibiotics, vitamins-1/26/22	02/18/2022	588.48
4633 - Midwest Veterinary Supply, INC	01-cage parts-gasket, leg assembly-1/24/22	02/18/2022	656.20
4633 - Midwest Veterinary Supply, INC	01-antiparasitics, antibiotics, syringes-1/21/22	02/18/2022	964.68
4137 - Patterson Veterinary Supply, INC	01-butterfly needles-1/21/22	02/18/2022	160.00
4137 - Patterson Veterinary Supply, INC	01-ID bands-1/27/22	02/18/2022	229.58
4137 - Patterson Veterinary Supply, INC	01-bowls-1/27/22	02/18/2022	155.92
4666 - Zoetis, INC	01-antiparasitics	02/18/2022	427.70
<b>Account 52210 - Institutional Supplies Totals</b>		Invoice 27 Transactions	<u>\$7,405.67</u>
<b>Account 53130 - Medical</b>			
6529 - BloomingPaws, LLC	01-billing adjustment on service -1/14/22	02/18/2022	(34.98)
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 1/4-1/31/22	02/18/2022	5,510.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-1/25/22	02/18/2022	871.29
<b>Account 53130 - Medical Totals</b>		Invoice 3 Transactions	<u>\$6,346.31</u>
<b>Account 53910 - Dues and Subscriptions</b>			
3560 - First Financial Bank / Credit Cards	01-NACA membership-V. Sauder-11/2/21	02/18/2022	150.00
<b>Account 53910 - Dues and Subscriptions Totals</b>		Invoice 1 Transactions	<u>\$150.00</u>



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

**Account 53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	01-Communal Cremation-12/10/21	02/18/2022	200.00
3560 - First Financial Bank / Credit Cards	01-private cremation-Humane Society-12/11/21	02/18/2022	75.00
Account <b>53990 - Other Services and Charges</b> Totals			Invoice 2
			Transactions
			\$275.00
Program <b>010000 - Main</b> Totals			Invoice 34
			Transactions
			\$14,191.98

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

**Account 53130 - Medical**

6529 - BloomingPaws, LLC	01-emergency vet visit-1/27/22	02/18/2022	115.81
Account <b>53130 - Medical</b> Totals			Invoice 1
			Transactions
			\$115.81
Program <b>010001 - Donations Over \$5K</b> Totals			Invoice 1
			Transactions
			\$115.81
Department <b>01 - Animal Shelter</b> Totals			Invoice 35
			Transactions
			\$14,307.79

**Department 02 - Public Works**

**Program 020000 - Main**

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

7455 - TriTech Software Systems	02-Asset Management Mapping Serv/1st Yr. Maint Costs-12/30/21	BC 2021-99	02/18/2022	13,098.64
7455 - TriTech Software Systems	02-Asset Management Mapping Serv/1st Yr. Maint Costs-1/26/22	BC 2021-99	02/18/2022	495.00
7905 - IMS Infrastructure Management Services, LLC	20-Asset management data collection services-1/31/22	BC 2021-81	02/18/2022	2,300.95
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals			Invoice 3	
			Transactions	\$15,894.59

**Account 53210 - Telephone**

1079 - AT&T	02-Radio circuits-phone charges 12/29/21-1/28/22		02/07/2022	182.80
Account <b>53210 - Telephone</b> Totals			Invoice 1	\$182.80
			Transactions	

**Account 53990 - Other Services and Charges**



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

4474 - Ken's Westside Service & Towing, LLC	02-Lockout service for City vehicle		02/18/2022	50.00
	Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1	<u>\$50.00</u>
			Transactions	
	Program <b>020000 - Main</b> Totals		Invoice 5	<u>\$16,127.39</u>
			Transactions	
Program <b>02RCVR - Recover Forward</b>				
Account <b>53960 - Grants</b>				
421 - Centerstone Of Indiana, INC	02-Brighton B-Town Program & DPW Labor funding	BC 2021-148	02/18/2022	11,550.00
	Account <b>53960 - Grants</b> Totals		Invoice 1	<u>\$11,550.00</u>
			Transactions	
	Program <b>02RCVR - Recover Forward</b> Totals		Invoice 1	<u>\$11,550.00</u>
			Transactions	
	Department <b>02 - Public Works</b> Totals		Invoice 6	<u>\$27,677.39</u>
			Transactions	
Department <b>03 - City Clerk</b>				
Program <b>030000 - Main</b>				
Account <b>52110 - Office Supplies</b>				
3560 - First Financial Bank / Credit Cards	03-office supplies		02/18/2022	45.85
	Account <b>52110 - Office Supplies</b> Totals		Invoice 1	<u>\$45.85</u>
			Transactions	
Account <b>52410 - Books</b>				
3560 - First Financial Bank / Credit Cards	03-Law books		02/18/2022	179.00
	Account <b>52410 - Books</b> Totals		Invoice 1	<u>\$179.00</u>
			Transactions	
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>				
3560 - First Financial Bank / Credit Cards	03-IIMC Conference		02/18/2022	914.00
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals		Invoice 1	<u>\$914.00</u>
			Transactions	
Account <b>53310 - Printing</b>				
20152 - Municipal Code Corporation	03-Clerk Municode Admin Support-12/1/21-11/30/22		02/18/2022	475.00



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

		Account <b>53310 - Printing</b> Totals	Invoice 1	\$475.00
			Transactions	
Account <b>53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	03-IIMC Membership		02/18/2022	215.00
3560 - First Financial Bank / Credit Cards	03-IIMC Membership		02/18/2022	115.00
		Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 2	\$330.00
			Transactions	
		Program <b>030000 - Main</b> Totals	Invoice 6	\$1,943.85
			Transactions	
		Department <b>03 - City Clerk</b> Totals	Invoice 6	\$1,943.85
			Transactions	
Department <b>04 - Economic &amp; Sustainable Dev</b>				
Program <b>040000 - Main</b>				
Account <b>51120 - Salaries and Wages - Temporary</b>				
203 - INDIANA UNIVERSITY	04: O'Neill Interns (ESD, Fall 2021) - Inv # 90066365		02/18/2022	3,437.50
		Account <b>51120 - Salaries and Wages - Temporary</b> Totals	Invoice 1	\$3,437.50
			Transactions	
Account <b>52420 - Other Supplies</b>				
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	04: Towing License Decals		02/18/2022	133.58
		Account <b>52420 - Other Supplies</b> Totals	Invoice 1	\$133.58
			Transactions	
Account <b>53910 - Dues and Subscriptions</b>				
6891 - Gatehouse Media Indiana Holdings	04: HT Subscription - Annual, ESD - acct 360991523		02/18/2022	249.60
		Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	\$249.60
			Transactions	
Account <b>53970 - Mayor's Promotion of Business</b>				
6928 - Lavin Rental, LLC (Master Rental)	04: Freeze Fest - emergency generator rental		02/18/2022	555.91
		Account <b>53970 - Mayor's Promotion of Business</b> Totals	Invoice 1	\$555.91
			Transactions	
Account <b>53990 - Other Services and Charges</b>				



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

3560 - First Financial Bank / Credit Cards	04: LinkedIn search fees, Special Projects Manager 2022	02/18/2022	216.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	<u>\$216.00</u>
		Transactions	
	Program <b>040000 - Main</b> Totals	Invoice 5	<u>\$4,592.59</u>
		Transactions	
Program <b>04WALD - Waldron Arts Center</b>			
Account <b>53990 - Other Services and Charges</b>			
12283 - Smithville Communications	04: Waldron - Fiber Broadband Service	02/07/2022	586.00
6728 - Precision Quality Contracting, LLC	04: Waldron - Cat5 cabling (ARPA 2021)	02/18/2022	2,092.67
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	<u>\$2,678.67</u>
		Transactions	
	Program <b>04WALD - Waldron Arts Center</b> Totals	Invoice 2	<u>\$2,678.67</u>
		Transactions	
	Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Invoice 7	<u>\$7,271.26</u>
		Transactions	
Department <b>05 - Common Council</b>			
Program <b>050000 - Main</b>			
Account <b>51120 - Salaries and Wages - Temporary</b>			
203 - INDIANA UNIVERSITY	05 - IU Work Study 2021-2022 - Jesse Fowler	02/18/2022	1,375.00
	Account <b>51120 - Salaries and Wages - Temporary</b> Totals	Invoice 1	<u>\$1,375.00</u>
		Transactions	
	Program <b>050000 - Main</b> Totals	Invoice 1	<u>\$1,375.00</u>
		Transactions	
	Department <b>05 - Common Council</b> Totals	Invoice 1	<u>\$1,375.00</u>
		Transactions	
Department <b>06 - Controller's Office</b>			
Program <b>060000 - Main</b>			
Account <b>53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	06-GFOA Capital Assets Acct Series registration (J Long)	02/18/2022	280.00
3560 - First Financial Bank / Credit Cards	06-Visual Analytics course IU for John Colarusso	02/18/2022	950.00



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

		Account <b>53160 - Instruction</b> Totals	Invoice 2	\$1,230.00
Account <b>53940 - Temporary Contractual Employee</b>		Transactions		
203 - INDIANA UNIVERSITY	06-Work Study fees for Scott Peterson-2021-2022		02/18/2022	1,375.00
		Account <b>53940 - Temporary Contractual Employee</b> Totals	Invoice 1	\$1,375.00
		Transactions		
		Program <b>060000 - Main</b> Totals	Invoice 3	\$2,605.00
		Transactions		
		Department <b>06 - Controller's Office</b> Totals	Invoice 3	\$2,605.00
		Transactions		
Department <b>07 - Engineering</b>				
Program <b>070000 - Main</b>				
Account <b>52420 - Other Supplies</b>				
651 - Engraving & Stamp Center, INC	07-Eng.. Address Stamp+ For Deposit Only Stamp (for Admin. Asst)		02/18/2022	61.00
52580 - Jamar Technologies, INC	07-3 Pinnacle Traffic Counters + Shipping/Freight		02/18/2022	4,785.00
		Account <b>52420 - Other Supplies</b> Totals	Invoice 2	\$4,846.00
		Transactions		
Account <b>53240 - Freight / Other</b>				
52580 - Jamar Technologies, INC	07-3 Pinnacle Traffic Counters + Shipping/Freight		02/18/2022	58.00
		Account <b>53240 - Freight / Other</b> Totals	Invoice 1	\$58.00
		Transactions		
Account <b>53320 - Advertising</b>				
6891 - Gatehouse Media Indiana Holdings	07 - Neighborhood Greenways & Park Ridge Rd Bid-11/29-12/10/21		02/18/2022	324.80
		Account <b>53320 - Advertising</b> Totals	Invoice 1	\$324.80
		Transactions		
Account <b>53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	07 - doxpop Mo. Fee for public records		02/18/2022	15.00
		Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	\$15.00
		Transactions		
Account <b>53990 - Other Services and Charges</b>				





# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

205 - City Of Bloomington	07-PC Reimb-Mo Co Rec-17th St MU Proj-rec fees-1/26/22	02/18/2022	200.00
205 - City Of Bloomington	07-PC Reimb-Mo Co Rec--17th St MU Proj-rec fees-1/31/22	02/18/2022	150.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2 Transactions	<u>\$350.00</u>
Account <b>54110 - Land Purchase</b>			
8006 - Cedar Grove LLC	07-ROW 17th St MU Path-DES 1900402-Parcel 8	02/07/2022	17,510.00
Account <b>54110 - Land Purchase</b> Totals		Invoice 1 Transactions	<u>\$17,510.00</u>
Account <b>54310 - Improvements Other Than Building</b>			
7059 - Eagle Ridge Civil Engineering Services, LLC	07-Downtown Curb Ramps PH #3 (PE)-Inv date BC 2021-25 1/21/22	02/18/2022	5,125.21
Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice 1 Transactions	<u>\$5,125.21</u>
Program <b>070000 - Main</b> Totals		Invoice 9 Transactions	<u>\$28,229.01</u>
Department <b>07 - Engineering</b> Totals		Invoice 9 Transactions	<u>\$28,229.01</u>
Department <b>09 - CFRD</b>			
Program <b>090000 - Main</b>			
Account <b>52420 - Other Supplies</b>			
3560 - First Financial Bank / Credit Cards	09-Plastic containers for events	02/18/2022	48.90
Account <b>52420 - Other Supplies</b> Totals		Invoice 1 Transactions	<u>\$48.90</u>
Account <b>53960 - Grants</b>			
205 - City Of Bloomington	09-Black History Month 2022 Sponsorship	02/18/2022	1,000.00
Account <b>53960 - Grants</b> Totals		Invoice 1 Transactions	<u>\$1,000.00</u>
Account <b>53990 - Other Services and Charges</b>			
3560 - First Financial Bank / Credit Cards	09-VolunteerPro Annual Membership-1/14/22-1/14/23	02/18/2022	250.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1 Transactions	<u>\$250.00</u>



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

Program **090000 - Main** Totals  
 Department **09 - CFRD** Totals

Invoice 3	\$1,298.90
Transactions	
Invoice 3	\$1,298.90
Transactions	

Department **10 - Legal**

Program **100000 - Main**

Account **52110 - Office Supplies**

501 - Karl Clark (KC Designs)	10-#10 envelopes-1/31/22	02/18/2022	120.00
Account <b>52110 - Office Supplies</b> Totals			Invoice 1
			Transactions
			\$120.00

Account **53120 - Special Legal Services**

50587 - Barnes & Thornburg LLP	10-general municipal advice-12/31/21	02/18/2022	294.00
7869 - Dentons US LLP	10-federal advocacy & public policy advice thru 1/31/22	02/18/2022	5,000.00
608 - Krieg Devault, LLP	10-retainer agreement December 2021-1/19/22	02/18/2022	2,500.00
7855 - Veritext LLC	10-legal services - transcripts-1/10/22	02/18/2022	734.75
Account <b>53120 - Special Legal Services</b> Totals			Invoice 4
			Transactions
			\$8,528.75

Account **53910 - Dues and Subscriptions**

7712 - Indiana Municipal Lawyers Assoc., INC (IMLA)	10-IMLA 2022 Membership Dues	02/18/2022	510.00
Account <b>53910 - Dues and Subscriptions</b> Totals			Invoice 1
			Transactions
			\$510.00
Program <b>100000 - Main</b> Totals			Invoice 6
			Transactions
			\$9,158.75

Program **101000 - Human Rights**

Account **52110 - Office Supplies**

501 - Karl Clark (KC Designs)	10-BHRC letterhead-1/31/22	02/18/2022	90.00
Account <b>52110 - Office Supplies</b> Totals			Invoice 1
			Transactions
			\$90.00

Account **53160 - Instruction**



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

4253 - American Law Institute (ALI CLE)	10-BHRC COVID seminar 2/14/22	02/18/2022	74.25
	Account <b>53160 - Instruction</b> Totals	Invoice 1	<u>74.25</u>
		Transactions	
<b>Account 53910 - Dues and Subscriptions</b>			
259 - Indiana Association Of Cities & Towns (AIM)	10 BHRC 2022 Dues Ind ADA title VI coordinators assoc.	02/18/2022	25.00
7712 - Indiana Municipal Lawyers Assoc., INC (IMLA)	10-IMLA 2022 Membership Dues	02/18/2022	85.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 2	<u>\$110.00</u>
		Transactions	
	Program <b>101000 - Human Rights</b> Totals	Invoice 4	<u>\$274.25</u>
		Transactions	
	Department <b>10 - Legal</b> Totals	Invoice 10	<u>\$9,433.00</u>
		Transactions	
<b>Department 11 - Mayor's Office</b>			
<b>Program 110000 - Main</b>			
<b>Account 52420 - Other Supplies</b>			
5819 - Synchrony Bank	11 -Office Materials	02/18/2022	34.87
	Account <b>52420 - Other Supplies</b> Totals	Invoice 1	<u>\$34.87</u>
		Transactions	
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>			
7670 - Policy Confluence (Polco National Research)	11 -Community Survey contract	02/18/2022	25,300.00
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	Invoice 1	<u>\$25,300.00</u>
		Transactions	
<b>Account 53230 - Travel</b>			
5459 - John M Hamilton	11 -Travel reimbursement -Hamilton	02/18/2022	322.92
	Account <b>53230 - Travel</b> Totals	Invoice 1	<u>\$322.92</u>
		Transactions	
<b>Account 53310 - Printing</b>			
3560 - First Financial Bank / Credit Cards	11 -Printing Svcs	02/18/2022	98.00
3404 - J.R. Watkins & Family, INC (Signs Now)	11 -Sidewalk Decals	02/18/2022	1,029.00



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

Account <b>53310 - Printing</b> Totals		Invoice 2 Transactions	\$1,127.00
<b>Account 53320 - Advertising</b>			
3560 - First Financial Bank / Credit Cards	11 -Facebook Post Push for Message	02/18/2022	15.00
Account <b>53320 - Advertising</b> Totals		Invoice 1 Transactions	\$15.00
<b>Account 53910 - Dues and Subscriptions</b>			
5526 - Board of Regents of the University of Wisconsin	11 -Innovation Project yearly Dues	02/18/2022	2,500.00
3560 - First Financial Bank / Credit Cards	11 -Office program	02/18/2022	450.00
7347 - Andrew B Krebbs	11 -Live streaming reimbursement	02/18/2022	14.99
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 3 Transactions	\$2,964.99
<b>Account 53940 - Temporary Contractual Employee</b>			
203 - INDIANA UNIVERSITY	11 -K. Leatherman 2021-2022 WS	02/18/2022	524.50
Account <b>53940 - Temporary Contractual Employee</b> Totals		Invoice 1 Transactions	\$524.50
<b>Account 53960 - Grants</b>			
5954 - The Greater Bloomington Chamber Of Commerce, INC	11 -Chamber sponsorship	02/18/2022	6,400.00
Account <b>53960 - Grants</b> Totals		Invoice 1 Transactions	\$6,400.00
<b>Account 53990 - Other Services and Charges</b>			
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC	02/18/2022	5.00
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC	02/18/2022	6.25
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC	02/18/2022	5.00
7347 - Andrew B Krebbs	11 -Web address reservations reimbursement	02/18/2022	70.80
7347 - Andrew B Krebbs	11 -Transcription svc for CC reimbursement	02/18/2022	3.75
7347 - Andrew B Krebbs	11 -Transcription svc for CC reimbursement	02/18/2022	3.75



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

Account <b>53990 - Other Services and Charges</b> Totals	Invoice 6	\$94.55
	Transactions	
Program <b>110000 - Main</b> Totals	Invoice 17	\$36,783.83
	Transactions	
Department <b>11 - Mayor's Office</b> Totals	Invoice 17	\$36,783.83
	Transactions	
Department <b>12 - Human Resources</b>		
Program <b>120000 - Main</b>		
Account <b>52110 - Office Supplies</b>		
6530 - Office Depot, INC	12- ink toner \$138.76	02/18/2022 138.76
	Account <b>52110 - Office Supplies</b> Totals	Invoice 1 \$138.76
		Transactions
Account <b>53320 - Advertising</b>		
3560 - First Financial Bank / Credit Cards	12-SHRM Job Ad \$299.00	02/18/2022 299.00
6891 - Gatehouse Media Indiana Holdings	12-Job Ads \$125.65	02/18/2022 125.65
	Account <b>53320 - Advertising</b> Totals	Invoice 2 \$424.65
		Transactions
Account <b>53990 - Other Services and Charges</b>		
6099 - Safe Hiring Solutions	12-out of state background checks \$223.65	02/18/2022 223.65
7759 - Turning Point Initiatives (Center for Equity)	12-Anti Racism Training	02/18/2022 47,727.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2 \$47,950.65
		Transactions
	Program <b>120000 - Main</b> Totals	Invoice 5 \$48,514.06
		Transactions
	Department <b>12 - Human Resources</b> Totals	Invoice 5 \$48,514.06
		Transactions
Department <b>13 - Planning</b>		
Program <b>130000 - Main</b>		
Account <b>52420 - Other Supplies</b>		
651 - Engraving & Stamp Center, INC	13-Address Stamp + For Deposit Only	02/18/2022 122.00
	Stamp(Enq)-for P&T to use	



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

		Account <b>52420 - Other Supplies</b> Totals	Invoice 1	\$122.00
			Transactions	
<b>Account 53320 - Advertising</b>				
3560 - First Financial Bank / Credit Cards	13-Assistant Director job posting-1/12/22		02/18/2022	295.00
3560 - First Financial Bank / Credit Cards	13-APA Job Announcement-Zoning & Long Range Planner-1/18/22		02/18/2022	50.00
6891 - Gatehouse Media Indiana Holdings	13-HO Legal publication_CU-24-21 WS Property Group12/13/21		02/18/2022	60.00
		Account <b>53320 - Advertising</b> Totals	Invoice 3	<u>\$405.00</u>
			Transactions	
<b>Account 53940 - Temporary Contractual Employee</b>				
203 - INDIANA UNIVERSITY	13-SPEA Fellow_Ben Sharaf_Year August 2021-May 2022		02/18/2022	1,375.00
		Account <b>53940 - Temporary Contractual Employee</b> Totals	Invoice 1	<u>\$1,375.00</u>
			Transactions	
		Program <b>130000 - Main</b> Totals	Invoice 5	<u>\$1,902.00</u>
			Transactions	
		Department <b>13 - Planning</b> Totals	Invoice 5	<u>\$1,902.00</u>
			Transactions	
<b>Department 19 - Facilities Maintenance</b>				
<b>Program 190000 - Main</b>				
<b>Account 52310 - Building Materials and Supplies</b>				
409 - Black Lumber Co. INC	19-Gloves & safety eyeware @ PW Facilities		02/18/2022	43.91
651 - Engraving & Stamp Center, INC	19-Office Name Plates for Beth Cate, Inv# 38882		02/18/2022	23.23
7663 - HB Warehouse LLC (Resource Services)	19-Ice Melt for Facilities		02/18/2022	357.00
4574 - John Deere Financial (Rural King)	19 - flush lever		02/18/2022	4.49
394 - Kleindorfer Hardware & Variety	19-6x8 canvas tarp for Facilities		02/18/2022	39.99
394 - Kleindorfer Hardware & Variety	19-3pr of gloves for Facilities		02/18/2022	43.47
394 - Kleindorfer Hardware & Variety	19-4 puffs, rubber strap, power shot 2 wire brushes, 24 bolts		02/18/2022	80.35
394 - Kleindorfer Hardware & Variety	19-4 black stallion gloves & 7 tool hands gloves for Facilities		02/18/2022	187.39



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

Account **52310 - Building Materials and Supplies** Totals Invoice 8 Transactions \$779.83

Account **52430 - Uniforms and Tools**

19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniforms for Facility Employees, Inv# 408000013648	BC 2009-52	02/18/2022	30.19
			Account <b>52430 - Uniforms and Tools</b> Totals	<u>\$30.19</u>

Account **53610 - Building Repairs**

656 - B&L Sheet Metal and Roofing, INC	19- SA Repair Roof Leak above Council Chambers, job# ST000775	BC 2021-111	02/18/2022	4,389.47
321 - Harrell Fish, INC (HFI)	19 - January 2022 Quarterly planned Maint. contract-City Hall	BC 2021-111	02/18/2022	2,027.00
321 - Harrell Fish, INC (HFI)	19-SA Repair of HVAC Noise with Fan, Inv# W73721	BC 2021-111	02/18/2022	495.42
321 - Harrell Fish, INC (HFI)	19-SA Repair of McQuaid Chiller in Council Chambers	BC 2021-111	02/18/2022	1,829.01
321 - Harrell Fish, INC (HFI)	19-SA Repair of Condensate Leak in ITS Room	BC 2021-111	02/18/2022	908.15
6688 - SSW Enterprises, LLC (Office Pride)	19- Cleaning Services for Animal for January 2022	BC 2020-102	02/18/2022	1,605.30
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for City Hall for January 2022, Inv-65873	BC 2020-102	02/18/2022	14,987.04
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for Fleet Maint. Garage for January 2022	BC 2020-102	02/18/2022	1,190.40
6688 - SSW Enterprises, LLC (Office Pride)	19 - Cleaning Services for Sanitation for January 2022	BC 2020-102	02/18/2022	994.77
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for Street for January 2022	BC 2020-102	02/18/2022	1,826.64
			Account <b>53610 - Building Repairs</b> Totals	<u>\$30,253.20</u>

Account **53990 - Other Services and Charges**

6330 - Marshall Security LLC	19- Security for 4th Street Garage for January 2022	BC 2021-160	02/18/2022	2,325.00
			Account <b>53990 - Other Services and Charges</b> Totals	<u>\$2,325.00</u>
			Program <b>190000 - Main</b> Totals	<u>\$33,388.22</u>
			Department <b>19 - Facilities Maintenance</b> Totals	<u>\$33,388.22</u>

Department **28 - ITS**



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

**Program 280000 - Main**

**Account 52110 - Office Supplies**

6530 - Office Depot, INC	28 - City Hall copier paper - 30 boxes	02/18/2022	968.40
5103 - Staples Contract & Commercial, INC	28 - Paper bags, whiteout, post-its, notebook, wire baskets	02/18/2022	57.92
	<b>Account 52110 - Office Supplies Totals</b>	Invoice 2	\$1,026.32
		Transactions	

**Account 52420 - Other Supplies**

3560 - First Financial Bank / Credit Cards	28- 3M N95 masks-five boxes (120 masks)- 1/11/22	02/18/2022	120.05
6530 - Office Depot, INC	28 - AAA batteries - 16 pack	02/18/2022	5.52
	<b>Account 52420 - Other Supplies Totals</b>	Invoice 2	\$125.57
		Transactions	

**Account 53640 - Hardware and Software Maintenance**

3560 - First Financial Bank / Credit Cards	28 - Zoho Site 24x7 monthly subscription 1/27-2/26/22	02/18/2022	39.00
3989 - Ricoh USA, INC	28-CH/off site fac-copier maint-12/17/21-1/16/22-ITS	02/18/2022	1,103.35
3989 - Ricoh USA, INC	28-BPD, BFD-12/17/21-1/16/22	02/18/2022	92.75
	<b>Account 53640 - Hardware and Software Maintenance Totals</b>	Invoice 3	\$1,235.10
		Transactions	

**Account 53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	28-Airtable prorated chg-3 collaborators added mid-Jan.	02/18/2022	69.69
3560 - First Financial Bank / Credit Cards	28-Bluesky Zoom timer monthly subscription January 2022	02/18/2022	89.95
3560 - First Financial Bank / Credit Cards	28 - ConnectWise Control VPN annual subscription - 2022	02/18/2022	640.00
3560 - First Financial Bank / Credit Cards	28 - Google domain bloomingtonplanroom.com	02/18/2022	12.00
3560 - First Financial Bank / Credit Cards	28 - Parted Magic hard disk mgmt. quarterly subscription 1/22	02/18/2022	13.00
3560 - First Financial Bank / Credit Cards	28-UAV registration fee - Register at FAA	02/18/2022	5.00
3560 - First Financial Bank / Credit Cards	28 - Submittable monthly 1/27-2/27/22	02/18/2022	119.00





# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

3560 - First Financial Bank / Credit Cards	28-Zoom 500 particip., 500 GB record, webinar 1/20-2/19/22	02/18/2022	430.00
5786 - Promevo, LLC	28 - 2022 Google Workspace Enterprise Plus- 1/26/22-1/26/25	02/18/2022	125,640.00
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 9	<u>\$127,018.64</u>
Account <b>54420 - Purchase of Equipment</b>		Transactions	
3560 - First Financial Bank / Credit Cards	28-Netgear Nighthawk WiFi router	02/18/2022	179.99
53442 - Paragon Micro, INC	28 - 22 inch monitor & dock - New Digital Brand Manager	02/18/2022	510.98
53442 - Paragon Micro, INC	28-Six StarTech 10 ft. display port cables	02/18/2022	101.94
53442 - Paragon Micro, INC	28-Two StarTech display port cables, CapR	02/18/2022	33.98
Account <b>54420 - Purchase of Equipment</b> Totals		Invoice 4	<u>\$826.89</u>
Program <b>280000 - Main</b> Totals		Transactions Invoice 20	<u>\$130,232.52</u>
Department <b>28 - ITS</b> Totals		Transactions Invoice 20	<u>\$130,232.52</u>
Fund <b>101 - General Fund (S0101)</b> Totals		Transactions Invoice 147	<u>\$344,961.83</u>
Fund <b>176 - ARPA Local Fiscal Recvry (S9512)</b>		Transactions	
Department <b>04 - Economic &amp; Sustainable Dev</b>			
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b>			
Account <b>53960 - Grants</b>			
421 - Centerstone Of Indiana, INC	02-Brighton B-Town Program & DPW Labor funding	BC 2021-148 02/18/2022	21,614.50
Account <b>53960 - Grants</b> Totals		Invoice 1	<u>\$21,614.50</u>
Program <b>G21005 - ARPA COVID Local Fiscal Recovery</b> Totals		Transactions Invoice 1	<u>\$21,614.50</u>
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals		Transactions Invoice 1	<u>\$21,614.50</u>
Fund <b>176 - ARPA Local Fiscal Recvry (S9512)</b> Totals		Transactions Invoice 1	<u>\$21,614.50</u>
Fund <b>312 - Community Services</b>			



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

Department **09 - CFRD**

Program **090002 - Com Serv - MLK Comm**

Account **53230 - Travel**

8042 - Princeton University Press	09- MLK Birthday Celebration Speaker Expenses	02/18/2022	838.12
4774 - RLJ Lodging II REIT Sub, LLC (Hilton Garden Inn)	09-Hotel for MLK speaker-1/16-1/18/22	02/18/2022	369.00
1815 - Michael Shermis	09-Mileage Reimb/Parking Garage-Indy-MLK speaker	02/18/2022	58.88
	Account <b>53230 - Travel</b> Totals	Invoice 3	\$1,266.00
		Transactions	

Account **53310 - Printing**

8002 - Safeguard Business Systems, INC	09-2022 MLK Birthday Celebration Program brochures (500)-1/26/22	02/18/2022	351.18
	Account <b>53310 - Printing</b> Totals	Invoice 1	\$351.18
		Transactions	

Account **53990 - Other Services and Charges**

1138 - BCT Management, INC	09-Theater Expenses-2022 MLK Birthday Celebration	02/18/2022	1,127.00
203 - INDIANA UNIVERSITY	09-African American Choral Ensemble for MLK Celebration	02/18/2022	250.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	\$1,377.00
		Transactions	
	Program <b>090002 - Com Serv - MLK Comm</b> Totals	Invoice 6	\$2,994.18
		Transactions	

Program **090016 - Com Serv - Safe & Civil**

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	09-Software for Black History Month events-S. Moss	02/18/2022	8.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	\$8.00
		Transactions	

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	09 - Monthly Jotform Subscription - Safe and Civil City	02/18/2022	19.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$19.00
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

Program <b>090018 - CBVN</b>	Program <b>090016 - Com Serv - Safe &amp; Civil</b> Totals	Invoice 2	\$27.00
		Transactions	
Account <b>53990 - Other Services and Charges</b>			
3560 - First Financial Bank / Credit Cards	09-VolunteerPro Annual Membership-1/14/22-1/14/23	02/18/2022	249.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$249.00
		Transactions	
	Program <b>090018 - CBVN</b> Totals	Invoice 1	\$249.00
		Transactions	
	Department <b>09 - CFRD</b> Totals	Invoice 9	\$3,270.18
		Transactions	
	Fund <b>312 - Community Services</b> Totals	Invoice 9	\$3,270.18
		Transactions	
Fund <b>401 - Non-Reverting Telecom (S1146)</b>			
Department <b>25 - Telecommunications</b>			
Program <b>254000 - Infrastructure</b>			
Account <b>53640 - Hardware and Software Maintenance</b>			
13482 - Northern Lights Locating & Inspection, INC	28-line location services-January 2022	02/18/2022	2,500.00
	Account <b>53640 - Hardware and Software Maintenance</b> Totals	Invoice 1	\$2,500.00
		Transactions	
Account <b>53750 - Rentals - Other</b>			
12283 - Smithville Communications	28-401 N Morton-Internet serv/telecom hotel-Feb 2022-inc temp FD	02/07/2022	1,614.27
	Account <b>53750 - Rentals - Other</b> Totals	Invoice 1	\$1,614.27
		Transactions	
Account <b>54450 - Equipment</b>			
53442 - Paragon Micro, INC	28-Two StarTech display port cables, CapR	02/18/2022	555.98
	Account <b>54450 - Equipment</b> Totals	Invoice 1	\$555.98
		Transactions	
	Program <b>254000 - Infrastructure</b> Totals	Invoice 3	\$4,670.25
		Transactions	
Program <b>256000 - Services</b>			



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

**Account 53150 - Communications Contract**

12283 - Smithville Communications	28-401 N Morton-Internet serv/telecom hotel-Feb 2022-inc temp FD		02/07/2022	1,375.00
203 - INDIANA UNIVERSITY	25-Dark Fiber-special circuits-January 2022		02/18/2022	65.00
<b>Account 53150 - Communications Contract Totals</b>		Invoice 2		<u>\$1,440.00</u>
		Transactions		
<b>Program 256000 - Services Totals</b>		Invoice 2		<u>\$1,440.00</u>
		Transactions		
<b>Department 25 - Telecommunications Totals</b>		Invoice 5		<u>\$6,110.25</u>
		Transactions		
<b>Fund 401 - Non-Reverting Telecom (S1146) Totals</b>		Invoice 5		<u>\$6,110.25</u>
		Transactions		

**Fund 439 - Consolidated TIF**

**Department 15 - HAND**

**Program 159001 - Adams Crossing Area**

**Account 53990 - Other Services and Charges**

5637 - Shrewsberry & Associates, LLC	15-Design Consultant-Phase I East (PE)-serv. thru 12/31/21	BC 2021-55	02/18/2022	162,799.29
5409 - VS Engineering, INC	15-Design-1st Street Reconstruction Project-serv thru 12/31/21	BC 2021-112	02/18/2022	34,815.00
<b>Account 53990 - Other Services and Charges Totals</b>		Invoice 2		<u>\$197,614.29</u>
		Transactions		
<b>Program 159001 - Adams Crossing Area Totals</b>		Invoice 2		<u>\$197,614.29</u>
		Transactions		

**Program 159006 - West 17th Street Area**

**Account 53990 - Other Services and Charges**

5641 - AZTEC Engineering Group, INC	13-B-Line Ext./Multiuse Path-12/10-12/31/21		02/18/2022	10,530.00
<b>Account 53990 - Other Services and Charges Totals</b>		Invoice 1		<u>\$10,530.00</u>
		Transactions		
<b>Program 159006 - West 17th Street Area Totals</b>		Invoice 1		<u>\$10,530.00</u>
		Transactions		
<b>Department 15 - HAND Totals</b>		Invoice 3		<u>\$208,144.29</u>
		Transactions		
<b>Fund 439 - Consolidated TIF Totals</b>		Invoice 3		<u>\$208,144.29</u>
		Transactions		



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 -  
02/18/22

Fund **444 - RDC**

Department **15 - HAND**

Program **150000 - Main**

Account **53990 - Other Services and Charges**

208 - City Of Bloomington Utilities	15-601 N Morton-water/sewer bill December 2021	02/07/2022	79.93
208 - City Of Bloomington Utilities	15-335 W. 11th-water/sewer bill-December 2021	02/07/2022	56.15
208 - City Of Bloomington Utilities	15-640 N Madison-water/sewer bill-December 2021	02/07/2022	10.79
12283 - Smithville Communications	28-401 N Morton-Internet serv/telecom hotel-Feb 2022-inc temp FD	02/07/2022	385.00
4483 - City Lawn Corporation	06-Snow Removal at College Square	02/18/2022	475.00
298 - Commercial Service Of Bloomington, INC	06-furance not working at College Square/repair done	02/18/2022	296.61
7206 - Nancy A Held	06-Parking Lot, Per Agreement - January 2022	02/18/2022	1,750.00
7050 - Indy Elevator, LLC	06-Monthly Service for the lift at College Square	02/18/2022	75.00
7022 - Nolan's Lawn Care Service, INC	06-Hauling and Misc Labor	02/18/2022	268.50
7208 - Thomas A. Sicks	06-Parking Lot, Per Agreement - January 2022	02/18/2022	1,750.00

Account <b>53990 - Other Services and Charges</b> Totals	Invoice 10	\$5,146.98
	Transactions	
Program <b>150000 - Main</b> Totals	Invoice 10	\$5,146.98
	Transactions	
Department <b>15 - HAND</b> Totals	Invoice 10	\$5,146.98
	Transactions	
Fund <b>444 - RDC</b> Totals	Invoice 10	\$5,146.98
	Transactions	

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

Department **20 - Street**

Program **200000 - Main**

Account **52110 - Office Supplies**



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

5819 - Synchrony Bank	20-Label tape for office-1/27/22	02/18/2022	14.39
Account <b>52110 - Office Supplies</b> Totals		Invoice 1	\$14.39
		Transactions	
Account <b>52210 - Institutional Supplies</b>			
313 - Fastenal Company	20-safety supplies-gloves, safety glasses-1/20/22	02/18/2022	205.09
Account <b>52210 - Institutional Supplies</b> Totals		Invoice 1	\$205.09
		Transactions	
Account <b>52420 - Other Supplies</b>			
294 - All-Phase Electric Supply, INC	20-27W Expander LED - 17th & Fee-1/19/22	02/18/2022	68.28
11243 - Core & Main, LP	20-OSHA Safety Caps for sidewalks-1/12/22	02/18/2022	100.00
394 - Kleindorfer Hardware & Variety	20-#495-chain hook, cotter pin-1/19/22	02/18/2022	9.54
394 - Kleindorfer Hardware & Variety	20-#421 & #441-shop towels, windex spray, Armour wipes-1/13/22	02/18/2022	24.34
394 - Kleindorfer Hardware & Variety	20-windex, rags, broom, Lysol wipes/spray-1/13/22	02/18/2022	91.01
394 - Kleindorfer Hardware & Variety	20-#438-cleaner, towels-1/13/22	02/18/2022	13.58
394 - Kleindorfer Hardware & Variety	20-#4861-ratchet straps-1/31/22	02/18/2022	59.97
394 - Kleindorfer Hardware & Variety	20-#495-Snow Truck-carriage bolts, nuts-1/11/22	02/18/2022	4.36
5819 - Synchrony Bank	20- Drinks and Snacks for Snow Control Crews	02/18/2022	106.98
Account <b>52420 - Other Supplies</b> Totals		Invoice 9	\$478.06
		Transactions	
Account <b>53130 - Medical</b>			
231 - IU Health OCC Health Services	20-J. Creech-DS Breath Alcohol Non DOT-1/5/22	02/18/2022	50.00
231 - IU Health OCC Health Services	20-T. Carroll-DS DOT 5 Panel E Screen testing-1/5/22	02/18/2022	39.00
231 - IU Health OCC Health Services	20-A. Johnson-DS DOT 5 Panel E Screen-1/5/22	02/18/2022	39.00
231 - IU Health OCC Health Services	20-H. Kinser-DS DOT 5 Panel E Screen-1/6/22	02/18/2022	50.00
231 - IU Health OCC Health Services	20-Z. Eads-DS DOT 5 Panel E Screen-1/6/22	02/18/2022	50.00



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

231 - IU Health OCC Health Services	20-F. Love-DS DOT 5 Panel E Screen-1/6/22	02/18/2022	50.00
231 - IU Health OCC Health Services	20-L. Pursell-DS DOT 5 Panel E Screen-1/6/22	02/18/2022	50.00
231 - IU Health OCC Health Services	20-M. Lutes-DS Dot 5 Panel E screen-1/19/22	02/18/2022	50.00
Account <b>53130 - Medical</b> Totals		Invoice 8 Transactions	\$378.00
<b>Account 53250 - Pagers</b>			
332 - Indiana Paging Network, INC	20-Pagers for snow control -March 2022	02/18/2022	88.59
Account <b>53250 - Pagers</b> Totals		Invoice 1 Transactions	\$88.59
<b>Account 53910 - Dues and Subscriptions</b>			
8064 - Indiana Street Commissioners Association	20-2022 ISCA Membership Dues-J. VanDeventer	02/18/2022	35.00
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 1 Transactions	\$35.00
<b>Account 53920 - Laundry and Other Sanitation Services</b>			
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-1/12/22	02/18/2022	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-1/19/22	02/18/2022	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-1/26/22	02/18/2022	34.28
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice 3 Transactions	\$102.84
<b>Account 53990 - Other Services and Charges</b>			
8059 - BAMWX LLC	20-Weather Service for 2022-2/1/22-2/1/23	02/18/2022	2,322.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-1/10/22	02/18/2022	200.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2 Transactions	\$2,522.00
Program <b>200000 - Main</b> Totals		Invoice 26 Transactions	\$3,823.97
Department <b>20 - Street</b> Totals		Invoice 26 Transactions	\$3,823.97
Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals		Invoice 26 Transactions	\$3,823.97



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

**Fund 452 - Parking Facilities(S9502)**

**Department 26 - Parking**

**Program 260000 - Main**

**Account 52340 - Other Repairs and Maintenance**

3397 - Evens Time, INC	26-MiParc Online & Opus Pro Installation	BC 2021-120	02/18/2022	11,537.67
------------------------	--	-------------	------------	-----------

Account <b>52340 - Other Repairs and Maintenance</b> Totals	Invoice 1		<u>\$11,537.67</u>
	Transactions		

**Account 52420 - Other Supplies**

6945 - Bruce Norton (Station 43 Design)	26- Signs for Garages, 2 EV Stations, 2 Bike Locker Stations		02/18/2022	625.00
---	--	--	------------	--------

Account <b>52420 - Other Supplies</b> Totals	Invoice 1		<u>\$625.00</u>
	Transactions		

**Account 53610 - Building Repairs**

6197 - CE Solutions, INC	26- Walnut Street Repair Project paid thru Jan. 15, 2022	BC 2021-102	02/18/2022	3,360.00
--------------------------	--	-------------	------------	----------

392 - Koorsen Fire & Security, INC	26- Reset Fire Control System @ 4th St Garage		02/18/2022	245.00
------------------------------------	---	--	------------	--------

Account <b>53610 - Building Repairs</b> Totals	Invoice 2		<u>\$3,605.00</u>
	Transactions		

**Account 53630 - Machinery and Equipment Repairs**

3397 - Evens Time, INC	26- 2022 SA for PARCS Equipment- to get Validations working	BC 2021-123	02/18/2022	210.00
------------------------	---	-------------	------------	--------

Account <b>53630 - Machinery and Equipment Repairs</b> Totals	Invoice 1		<u>\$210.00</u>
	Transactions		

**Account 53640 - Hardware and Software Maintenance**

3397 - Evens Time, INC	26-Inspection of ticket machine jam @ walnut street garaaqe.		02/18/2022	290.99
------------------------	--	--	------------	--------

Account <b>53640 - Hardware and Software Maintenance</b> Totals	Invoice 1		<u>\$290.99</u>
	Transactions		

**Account 53650 - Other Repairs**

6378 - ANN-KRISS, LLC	26-SA Repair Emergency Light & Exit Sign @ Walnut	BC 2021-100	02/18/2022	624.21
-----------------------	---	-------------	------------	--------

Account <b>53650 - Other Repairs</b> Totals	Invoice 1		<u>\$624.21</u>
	Transactions		





# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

**Account 53840 - Lease Payments**

512 - 7th & Walnut , LLC	26-Walnut St Garage- March 2022 garage rent	02/18/2022	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-March 2022 garage rent	02/18/2022	38,035.85
Account <b>53840 - Lease Payments</b> Totals		Invoice 2	<u>\$55,860.64</u>
Program <b>260000 - Main</b> Totals		Transactions Invoice 9	<u>\$72,753.51</u>
Department <b>26 - Parking</b> Totals		Transactions Invoice 9	<u>\$72,753.51</u>
Fund <b>452 - Parking Facilities(S9502)</b> Totals		Transactions Invoice 9	<u>\$72,753.51</u>
		Transactions	

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

**Department 05 - Common Council**

**Program 050000 - Main**

**Account 54310 - Improvements Other Than Building**

10 - Bledsoe Riggert Cooper & James INC	07-Dunn St. Sidewalk (15th-16th)-inv date 12/31/21	BC 2021-37	02/18/2022	1,400.00
Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice 1		<u>\$1,400.00</u>
Program <b>050000 - Main</b> Totals		Transactions Invoice 1		<u>\$1,400.00</u>
Department <b>05 - Common Council</b> Totals		Transactions Invoice 1		<u>\$1,400.00</u>
		Transactions		

**Department 26 - Parking**

**Program 260000 - Main**

**Account 52420 - Other Supplies**

4911 - Most Dependable Fountains, INC	09-Water fountains for the Youth Participatory Programs	02/18/2022	1,000.00
Account <b>52420 - Other Supplies</b> Totals		Invoice 1	<u>\$1,000.00</u>
		Transactions	

**Account 53990 - Other Services and Charges**

4911 - Most Dependable Fountains, INC	09-Water fountains for the Youth Participatory Programs	02/18/2022	10,675.00
---------------------------------------	---	------------	-----------



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1		\$10,675.00
	Transactions		
Program <b>260000 - Main</b> Totals	Invoice 2		\$11,675.00
	Transactions		
Department <b>26 - Parking</b> Totals	Invoice 2		\$11,675.00
	Transactions		
Fund <b>454 - Alternative Transport(S6301)</b> Totals	Invoice 3		\$13,075.00
	Transactions		
Fund <b>455 - Parking Meter Fund(S2141)</b>			
Department <b>26 - Parking</b>			
Program <b>260000 - Main</b>			
Account <b>52420 - Other Supplies</b>			
394 - Kleindorfer Hardware & Variety	26-1 box hand warmers	02/18/2022	32.04
394 - Kleindorfer Hardware & Variety	26-ace tape, compact storage	02/18/2022	15.96
394 - Kleindorfer Hardware & Variety	26-tube sand	02/18/2022	55.92
	Account <b>52420 - Other Supplies</b> Totals	Invoice 3	\$103.92
		Transactions	
Account <b>52430 - Uniforms and Tools</b>			
4489 - J.L. Waters & Company, INC	26-shoes for Ross Jackson	02/18/2022	100.00
1448 - Shoe Carnival, INC	26- shoes for Brian Alexander	02/18/2022	99.98
	Account <b>52430 - Uniforms and Tools</b> Totals	Invoice 2	\$199.98
		Transactions	
	Program <b>260000 - Main</b> Totals	Invoice 5	\$303.90
		Transactions	
	Department <b>26 - Parking</b> Totals	Invoice 5	\$303.90
		Transactions	
Fund <b>455 - Parking Meter Fund(S2141)</b> Totals	Invoice 5		\$303.90
	Transactions		
Fund <b>456 - MVH Restricted</b>			
Department <b>20 - Street</b>			
Program <b>200000 - Main</b>			



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

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

334 - Irving Materials, INC	20-Erin Ct & Azalea Ln-3 cy-1/25/22	BC 2021-36	02/18/2022	342.00
334 - Irving Materials, INC	20-1400 S. Pickwick Pl-3 cy-1/19/22	BC 2021-36	02/18/2022	342.00
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals			Invoice 2 Transactions	\$684.00

**Account 52340 - Other Repairs and Maintenance**

4519 - Osburn Associates, INC	20-HIP White 48' x 50 yd sheeting for signs- 1/21/22		02/18/2022	1,452.00
Account <b>52340 - Other Repairs and Maintenance</b> Totals			Invoice 1 Transactions	\$1,452.00
Program <b>200000 - Main</b> Totals			Invoice 3 Transactions	\$2,136.00
Department <b>20 - Street</b> Totals			Invoice 3 Transactions	\$2,136.00
Fund <b>456 - MVH Restricted</b> Totals			Invoice 3 Transactions	\$2,136.00

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

**Department 06 - Controller's Office**

**Program 060000 - Main**

**Account 53830 - Bank Charges**

4740 - Bank Of New York	06-Paying Agent Fee BLOOMTIR19A1		02/18/2022	750.00
Account <b>53830 - Bank Charges</b> Totals			Invoice 1 Transactions	\$750.00
Program <b>060000 - Main</b> Totals			Invoice 1 Transactions	\$750.00
Department <b>06 - Controller's Office</b> Totals			Invoice 1 Transactions	\$750.00
Fund <b>523 - 2019 4th St Garage (S )</b> Totals			Invoice 1 Transactions	\$750.00

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

**Department 06 - Controller's Office**

**Program 060000 - Main**



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

**Account 53830 - Bank Charges**

4740 - Bank Of New York	08-Paying Agent Fee BLOOMTAX19A2		02/18/2022	950.00
	Account <b>53830 - Bank Charges</b> Totals	Invoice 1		<u>\$950.00</u>
	Program <b>060000 - Main</b> Totals	Transactions		
		Invoice 1		<u>\$950.00</u>
	Department <b>06 - Controller's Office</b> Totals	Transactions		
		Invoice 1		<u>\$950.00</u>
	Fund <b>524 - 2019 4th St Garage Tax (S )</b> Totals	Transactions		
		Invoice 1		<u>\$950.00</u>
		Transactions		

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

**Department 06 - Controller's Office**

**Program 060000 - Main**

**Account 53830 - Bank Charges**

4740 - Bank Of New York	06-Paying Agent Fee BLOOMTIRB19B		02/18/2022	750.00
	Account <b>53830 - Bank Charges</b> Totals	Invoice 1		<u>\$750.00</u>
	Program <b>060000 - Main</b> Totals	Transactions		
		Invoice 1		<u>\$750.00</u>
	Department <b>06 - Controller's Office</b> Totals	Transactions		
		Invoice 1		<u>\$750.00</u>
	Fund <b>525 - 2019 Trades Garage (S )</b> Totals	Transactions		
		Invoice 1		<u>\$750.00</u>
		Transactions		

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

**Department 02 - Public Works**

**Program 020000 - Main**

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

50944 - Cargill Deicing Techno	20-de-icing salt-282.99 tons-1/24/22	BC 2021-35	02/18/2022	25,882.27
50944 - Cargill Deicing Techno	20-de-icing salt-221.44 tons-1/25/22	BC 2021-35	02/18/2022	20,252.92
50944 - Cargill Deicing Techno	20-de-icing salt-153.60 tons-2/1/22	BC 2021-35	02/18/2022	14,049.17



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

50944 - Cargill Deicing Techno	20-de-icing salt-275.41 tons-1/31/22	BC 2021-35	02/18/2022	25,189.00
50944 - Cargill Deicing Techno	20-de-icing salt-82.01 tons-2/1/22	BC 2021-35	02/18/2022	7,500.63
19278 - Milestone Contractors, LP	20-surface cold mix-patching-63.03 tons-1/15/22	BC 2021-35	02/18/2022	7,563.60
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals			Invoice 6 Transactions	<u>\$100,437.59</u>
<b>Account 53990 - Other Services and Charges</b>				
603 - Traffic Control Corporation	20-School Beacon Connectivity for 2022-1/27/22		02/18/2022	9,384.00
Account <b>53990 - Other Services and Charges</b> Totals			Invoice 1 Transactions	<u>\$9,384.00</u>
Program <b>020000 - Main</b> Totals			Invoice 7 Transactions	<u>\$109,821.59</u>
Department <b>02 - Public Works</b> Totals			Invoice 7 Transactions	<u>\$109,821.59</u>
Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Totals			Invoice 7 Transactions	<u>\$109,821.59</u>
<b>Fund 730 - Solid Waste (S6401)</b>				
Department <b>16 - Sanitation</b>				
Program <b>160000 - Main</b>				
Account <b>52420 - Other Supplies</b>				
409 - Black Lumber Co. INC	16-18V batteries/charger, grease gun-1/20/22		02/18/2022	409.90
15449 - Rosen & Rosen Industries (R&R Industries)	16-Raincoats-3X (2)-1/25/22		02/18/2022	54.00
Account <b>52420 - Other Supplies</b> Totals			Invoice 2 Transactions	<u>\$463.90</u>
<b>Account 53150 - Communications Contract</b>				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-radio antennas (10)-1/20/22		02/18/2022	60.00
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-Wireless Radio Services for 2022-February 2022		02/18/2022	572.05
Account <b>53150 - Communications Contract</b> Totals			Invoice 2 Transactions	<u>\$632.05</u>
<b>Account 53240 - Freight / Other</b>				



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-radio antennas (10)-1/20/22		02/18/2022	11.25
15449 - Rosen & Rosen Industries (R&R Industries)	16-Raincoats-3X (2)-1/25/22		02/18/2022	16.08
Account <b>53240 - Freight / Other</b> Totals			Invoice 2	<u>\$27.33</u>
			Transactions	
<b>Account 53610 - Building Repairs</b>				
321 - Harrell Fish, INC (HFI)	19 - Heat repair at Sanitation	BC 2021-111	02/18/2022	364.73
321 - Harrell Fish, INC (HFI)	16-SA Semi-Annual BFP Testing @ Sanitation	BC 2021-111	02/18/2022	125.00
Account <b>53610 - Building Repairs</b> Totals			Invoice 2	<u>\$489.73</u>
			Transactions	
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-1/26/22		02/18/2022	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-1/26/22	BC 2009-52	02/18/2022	8.01
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals			Invoice 2	<u>\$31.27</u>
			Transactions	
<b>Account 53950 - Landfill</b>				
52226 - Hoosier Transfer Station-3140	16-recycling fees-1/3-1/13/22		02/18/2022	3,008.03
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-1/3-1/15/22		02/18/2022	17,893.15
Account <b>53950 - Landfill</b> Totals			Invoice 2	<u>\$20,901.18</u>
			Transactions	
Program <b>160000 - Main</b> Totals			Invoice 12	<u>\$22,545.46</u>
			Transactions	
Department <b>16 - Sanitation</b> Totals			Invoice 12	<u>\$22,545.46</u>
			Transactions	
Fund <b>730 - Solid Waste (S6401)</b> Totals			Invoice 12	<u>\$22,545.46</u>
			Transactions	
<b>Fund 800 - Risk Management(S0203)</b>				
Department <b>10 - Legal</b>				
Program <b>100000 - Main</b>				
Account <b>52420 - Other Supplies</b>				



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

53442 - Paragon Micro, INC	10-monitors (2)-1/19/22	02/18/2022	615.98
Account <b>52420 - Other Supplies</b> Totals		Invoice 1 Transactions	<u>615.98</u>
Account <b>52430 - Uniforms and Tools</b>			
327 - Hoosier Workwear Outlet, INC	10-safety shoes-G. Stoops (7 1/2W)-1/20/22	02/18/2022	100.00
Account <b>52430 - Uniforms and Tools</b> Totals		Invoice 1 Transactions	<u>100.00</u>
Account <b>53130 - Medical</b>			
8055 - Aaron C Stillions	10- reimb for physical for CDL-1/21/22	02/18/2022	100.00
Account <b>53130 - Medical</b> Totals		Invoice 1 Transactions	<u>100.00</u>
Account <b>53410 - Liability / Casualty Premiums</b>			
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	10-Public Official Bond-D. Myerson 1/1/22-1/1/23	02/18/2022	100.00
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	10-Public Official Bond-C. Kinnarney 1/1/22-1/1/23	02/18/2022	100.00
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	10-Public Official Bond-D. Hutton 1/1/22-1/1/23	02/18/2022	100.00
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	10-Public Official Bond-N. Bolden 1/1/22-1/1/23	02/18/2022	105.00
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	10-Public Official Bond-J. Underwood 1/1/22-1/1/23	02/18/2022	900.00
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	10-Public Official Bond-W. Parker 1/1/22-1/1/23	02/18/2022	75.00
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	10-Public Official Bond-J. Zeeks 1/1/22-1/1/23	02/18/2022	75.00
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	10-Public Official Bond-D. Walter 1/1/22-1/1/23	02/18/2022	75.00
Account <b>53410 - Liability / Casualty Premiums</b> Totals		Invoice 8 Transactions	<u>1,530.00</u>
Account <b>53420 - Worker's Comp &amp; Risk</b>			
7792 - ONB Benefit Administration LLC (JWF Specialty)	10 workers comp payments BI0207022 1.27.22 to 2.1.22	02/09/2022	1,423.60
Account <b>53420 - Worker's Comp &amp; Risk</b> Totals		Invoice 1 Transactions	<u>1,423.60</u>
Program <b>100000 - Main</b> Totals		Invoice 12 Transactions	<u>3,769.58</u>



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

	Department <b>10 - Legal</b> Totals		Invoice 12	\$3,769.58
			Transactions	
	Fund <b>800 - Risk Management(S0203)</b> Totals		Invoice 12	\$3,769.58
			Transactions	
<b>Fund 801 - Health Insurance Trust</b>				
Department <b>12 - Human Resources</b>				
Program <b>120000 - Main</b>				
Account <b>53990 - Other Services and Charges</b>				
3977 - Cigna Health & Life Insurance Company	12-February 2022 Cigna Dental/Vision	02/18/2022		2,072.40
	\$9,825.63			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA)	02/18/2022		1,607.90
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (Wellness)	02/18/2022		298.85
	Account <b>53990 - Other Services and Charges</b> Totals		Invoice 3	\$3,979.15
			Transactions	
Account <b>53990.1201 - Other Services and Charges Health Insurance</b>				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$850.00	02/10/2022		850.00
	Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals		Invoice 1	\$850.00
			Transactions	
	Program <b>120000 - Main</b> Totals		Invoice 4	\$4,829.15
			Transactions	
	Department <b>12 - Human Resources</b> Totals		Invoice 4	\$4,829.15
			Transactions	
	Fund <b>801 - Health Insurance Trust</b> Totals		Invoice 4	\$4,829.15
			Transactions	
<b>Fund 802 - Fleet Maintenance(S9500)</b>				
Department <b>17 - Fleet Maintenance</b>				
Program <b>170000 - Main</b>				
Account <b>52230 - Garage and Motor Supplies</b>				
50605 - Bauer Built, INC	17 - (5) 31580R225 & 225/70R195 tires for stock	02/18/2022		1,888.95
	Account <b>52230 - Garage and Motor Supplies</b> Totals		Invoice 1	\$1,888.95
			Transactions	





# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

**Account 52240 - Fuel and Oil**

7854 - Premier AG CO-OP, INC (Premier Energy)	17 - Diesel and Unleaded fuel	BC 2021-84D	02/18/2022	12,576.00
---	-------------------------------	-------------	------------	-----------

Account <b>52240 - Fuel and Oil</b> Totals	Invoice 1 Transactions	\$12,576.00
--	---------------------------	-------------

**Account 52320 - Motor Vehicle Repair**

409 - Black Lumber Co. INC	17 - 1 gal Odoban, 128 oz bleach-1/14/22		02/18/2022	27.95
409 - Black Lumber Co. INC	17- stock 9" Sawzall blades - 3pk		02/18/2022	79.98
244 - Bloomington Ford, INC	17- #626 air filter		02/18/2022	67.77
244 - Bloomington Ford, INC	17- #486 bracket		02/18/2022	101.33
244 - Bloomington Ford, INC	17-#138 spotlight		02/18/2022	183.75
244 - Bloomington Ford, INC	17- stock parts - Alternator Assembly		02/18/2022	426.82
244 - Bloomington Ford, INC	17-#530 parts - nuts bolts Hub assembly		02/18/2022	469.53
244 - Bloomington Ford, INC	17 - Fuel pump assembly for #486		02/18/2022	557.73
244 - Bloomington Ford, INC	17- #497 reservoir kit		02/18/2022	977.72
244 - Bloomington Ford, INC	17 - #634 OSL to diagnostics and repair of DEF heater		02/18/2022	516.36
244 - Bloomington Ford, INC	17- stock DEF sending units		02/18/2022	2,933.16
244 - Bloomington Ford, INC	17 - Ford Gasket		02/18/2022	7.56
244 - Bloomington Ford, INC	17 - ford Gasket		02/18/2022	27.00
244 - Bloomington Ford, INC	17 - Ford Hex. Nut		02/18/2022	30.00
244 - Bloomington Ford, INC	17 - Ford Indicator assembly & Tube for Oil level		02/18/2022	37.97
244 - Bloomington Ford, INC	17 - Ford Fuel temperature sensor		02/18/2022	44.00
244 - Bloomington Ford, INC	17-Cylinder Cover		02/18/2022	79.00
244 - Bloomington Ford, INC	17 - Shaft assembly		02/18/2022	177.50



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

244 - Bloomington Ford, INC	17 - ford Mirror Assembly	02/18/2022	270.75
244 - Bloomington Ford, INC	17 - Valve assembly & Alternator Assembly	02/18/2022	401.39
244 - Bloomington Ford, INC	17 - Ford Sender Assembly, Rind Retaining and Gasket	02/18/2022	432.56
244 - Bloomington Ford, INC	17 - Kit & Dis Fees	02/18/2022	598.20
244 - Bloomington Ford, INC	17- Exhaust Manifold, sensor-Hego, Sensor - Exhaust, Tube assem.	02/18/2022	641.53
244 - Bloomington Ford, INC	17 - Screw, Manifold assembly, Spark plug, (2) coil assembly	02/18/2022	1,379.55
941 - Central Indiana Truck Equipment Corporation	17- misc. truck parts - Rubber Pull latch	02/18/2022	192.29
941 - Central Indiana Truck Equipment Corporation	17- misc. truck parts - 65' ext cable and Color CCD Camera	02/18/2022	289.49
941 - Central Indiana Truck Equipment Corporation	17- misc. truck parts - Roller Assembly	02/18/2022	390.26
4335 - Circle Distributing, INC	17-misc. repair parts Motor craft Pully	02/18/2022	23.58
4335 - Circle Distributing, INC	17-misc. repair parts - spark plug	02/18/2022	24.48
4335 - Circle Distributing, INC	17-misc. repair parts - Cabin Air filter	02/18/2022	65.88
4335 - Circle Distributing, INC	17-misc. repair parts - Valve	02/18/2022	87.64
4335 - Circle Distributing, INC	17 - Alternator & Belt Tensioner	02/18/2022	404.61
4335 - Circle Distributing, INC	17-misc. repair parts - Oil filters	02/18/2022	140.76
5792 - Clark Truck Equipment Co., INC	17 - 425 take up rod weldment	02/18/2022	508.59
5792 - Clark Truck Equipment Co., INC	17-stock snow plow controllers 2-port	02/18/2022	369.00
4752 - Community Chrysler Plymouth Dodge, INC	17-#1213 retainer	02/18/2022	29.66
4752 - Community Chrysler Plymouth Dodge, INC	17 -windshield washer nozzles & hose #1207	02/18/2022	46.70
21104 - Cummins Crosspoint, LLC	17-#465 fuel filters	02/18/2022	286.82
594 - Curry Auto Center, INC	17-#873 abs module	02/18/2022	482.52
594 - Curry Auto Center, INC	17- # 253 gaskets for repair	02/18/2022	15.88



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

4046 - Heritage-Crystal Clean, INC	17 - anti freeze stock	02/18/2022	322.08
4044 - Industrial Hydraulics, INC	17-firg-12 fittings shop supply - coupling set	02/18/2022	597.10
455 - Industrial Service & Supply, INC	17 -2 3/4 steel Ferrule, JIC Swivel Female Stem & 90 degree	02/18/2022	71.09
796 - Interstate Battery System of Bloomington, INC	17 - MTP-65HD & MTX-94R/H7 batteries	02/18/2022	264.52
796 - Interstate Battery System of Bloomington, INC	17 - misc batteries for vehicles and equipment	02/18/2022	565.91
796 - Interstate Battery System of Bloomington, INC	17 - (6) MTP-65HD Batteries for stock	02/18/2022	583.50
796 - Interstate Battery System of Bloomington, INC	17 - misc batteries for vehicles and equipment	02/18/2022	959.75
4439 - JX Enterprises, INC	17 - Screw, Twelve Point cap	02/18/2022	21.36
4439 - JX Enterprises, INC	17-misc. Peter built parts - Filler cap	02/18/2022	24.39
4439 - JX Enterprises, INC	17-misc. Peter built parts - Absorber-Shock	02/18/2022	127.34
4439 - JX Enterprises, INC	17-misc. Peter built parts - hose & Clip	02/18/2022	312.90
4439 - JX Enterprises, INC	17-misc. Peter built parts -washers, bolts, nuts	02/18/2022	465.38
4439 - JX Enterprises, INC	bushinas		
4439 - JX Enterprises, INC	17-misc. Peter built parts - spring assembly	02/18/2022	3,039.98
4439 - JX Enterprises, INC	17- peterbult parts Spring assembly, shackle, fittings, ubolts	02/18/2022	611.00
394 - Kleindorfer Hardware & Variety	17 - 6 carrige bolts 3/8x1 1/4	02/18/2022	2.22
394 - Kleindorfer Hardware & Variety	17 - misc hardware for various vehicles	02/18/2022	54.72
6262 - Koenig Equipment, INC	17- stock V-belt	02/18/2022	37.53
2974 - MacAllister Machinery Co, INC	17-#678 pressure sensor	02/18/2022	173.13
2974 - MacAllister Machinery Co, INC	17- misc. CAT parts - Connector	02/18/2022	10.34
2974 - MacAllister Machinery Co, INC	17- misc. CAT parts - Tube	02/18/2022	13.56
2974 - MacAllister Machinery Co, INC	17- misc. CAT parts - Seal-O Ring	02/18/2022	21.01
2974 - MacAllister Machinery Co, INC	17- misc. CAT parts - Tube Ass.	02/18/2022	53.08



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

2974 - MacAllister Machinery Co, INC	17- misc. CAT parts - seals, removal tool, washers-hard, Bolts	02/18/2022	66.38
2974 - MacAllister Machinery Co, INC	17- misc. CAT parts - Tube AS-fuel, Base AS FF	02/18/2022	185.81
2974 - MacAllister Machinery Co, INC	17- misc. CAT parts - Long tip 420 AIM, Pin GET, Retainer AS	02/18/2022	217.45
2974 - MacAllister Machinery Co, INC	17- misc. CAT parts - pump, core deposit, Seal-O rings	02/18/2022	2,195.90
2974 - MacAllister Machinery Co, INC	17 - Kit-Seal	02/18/2022	145.79
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for the month of January 2022	02/18/2022	6,620.51
337 - Stansifer Radio Co, INC	17- batteries R55-11D20-12F NTE for stock	02/18/2022	139.85
54351 - Sternberg, INC	17 - 441 OSL repairs to fuel pump and sensor	02/18/2022	2,863.93
54351 - Sternberg, INC	17-misc. International parts - Filler Cap	02/18/2022	27.12
54351 - Sternberg, INC	17-misc. International parts - Filter	02/18/2022	127.38
54351 - Sternberg, INC	17-misc. International parts - Breather, filter, kit filter	02/18/2022	404.44
54351 - Sternberg, INC	17-misc. International parts - Mirror	02/18/2022	517.20
5333 - Total Truck Parts, INC	17- #401 Flange yoke, Inv# 172101	02/18/2022	122.28
5333 - Total Truck Parts, INC	17- stock amber lighting for stock Inv# 173452	02/18/2022	136.08
950 - Tri-State Bearing Co, INC	17- bearings for #495	02/18/2022	147.31
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc. Freightliner parts - ABS Modulator Valve	02/18/2022	138.94
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-Freightliner parts - Brake adj, lg & sm clevis pin, clip hold	02/18/2022	156.71
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc. Freightliner parts - Valve assembly, parking brake	02/18/2022	174.62
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc. Freightliner parts - rsvr-strg 2 qt, clamp-hd spring	02/18/2022	92.00
4398 - TruckPro Holding Corporation	17-# stock brake drums (10)	02/18/2022	1,753.89
4398 - TruckPro Holding Corporation	17 stock slack adjusters	02/18/2022	273.69
7555 - VoMac Truck Sales & Service INC	17- misc. mack parts - fitting	02/18/2022	10.38



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

7555 - VoMac Truck Sales & Service INC	17- misc. mack parts - Level sensor	02/18/2022	215.84
7555 - VoMac Truck Sales & Service INC	17- misc. mack parts	02/18/2022	252.68
7555 - VoMac Truck Sales & Service INC	17- misc. mack parts - Exhaust pipe & Gasket	02/18/2022	568.20
2096 - West Side Tractor Sales CO.	17- misc. John Deere parts - Hose & Clamp	02/18/2022	35.28
2096 - West Side Tractor Sales CO.	17- misc. John Deere parts - V13T Filter	02/18/2022	126.54
2096 - West Side Tractor Sales CO.	Elements		
2096 - West Side Tractor Sales CO.	17- misc. John Deere parts - O rings, Packings, bypass Valve	02/18/2022	385.28
2096 - West Side Tractor Sales CO.	17- misc. John Deere parts - Window, screws, insert	02/18/2022	412.09
2096 - West Side Tractor Sales CO.	17- misc. John Deere parts - Hydraulic Oil (5)	02/18/2022	596.05
Account <b>52320 - Motor Vehicle Repair</b> Totals		Invoice 92 Transactions	<u>\$41,268.78</u>
Account <b>52420 - Other Supplies</b>			
177 - Indiana Oxygen Company, INC	17 - shop supplies for torch welder and etc	02/18/2022	210.80
6759 - Interclean Equipment, LLC	17 - car wash soap - Low Foam 55 gal	02/18/2022	2,605.00
8181 - Lawson Products, INC	17 - misc connectors and fuses and flat washers, screws	02/18/2022	440.74
6216 - Terminal Supply, INC	17 -	02/18/2022	29.85
Account <b>52420 - Other Supplies</b> Totals		Invoice 4 Transactions	<u>\$3,286.39</u>
Account <b>53130 - Medical</b>			
231 - IU Health OCC Health Services	17 - dot testing, Inv#00126742-00	02/18/2022	50.00
Account <b>53130 - Medical</b> Totals		Invoice 1 Transactions	<u>\$50.00</u>
Account <b>53610 - Building Repairs</b>			
32 - Cassidy Electrical Contractors, INC	17 - wiring for vehicles lift	BC 2021-103 02/18/2022	875.00
Account <b>53610 - Building Repairs</b> Totals		Invoice 1 Transactions	<u>\$875.00</u>
Account <b>53620 - Motor Repairs</b>			



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

4336 - American Eagle Auto Glass of Terre Haute, INC	17 - #962 window replacement	02/18/2022	300.00
244 - Bloomington Ford, INC	17 - Sedan 4 wheel alignment	02/18/2022	79.95
244 - Bloomington Ford, INC	17 - #634 OSL to diagnostics and repair of DEF heater	02/18/2022	580.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing services for purple Ford explorer	02/18/2022	95.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing services for International WorkStar 7400	02/18/2022	225.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing services for 2018 Mack	02/18/2022	250.00
54351 - Sternberg, INC	17 - 441 OSL repairs to fuel pump and sensor	02/18/2022	953.10
Account <b>53620 - Motor Repairs</b> Totals		Invoice 7 Transactions	\$2,483.05
Account <b>53640 - Hardware and Software Maintenance</b>			
4918 - HELM, INC	17 - ford IDS renewal	02/18/2022	800.00
Account <b>53640 - Hardware and Software Maintenance</b> Totals		Invoice 1 Transactions	\$800.00
Account <b>53920 - Laundry and Other Sanitation Services</b>			
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Roll Towels & Shop towels & mat rentals	02/18/2022	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat & Shop towels rentals	02/18/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals & Shop towels	02/18/2022	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals and shop towels	02/18/2022	77.36
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice 4 Transactions	\$301.64
Account <b>53990 - Other Services and Charges</b>			
3560 - First Financial Bank / Credit Cards	17-BMV title fees-1/12/22	02/18/2022	15.00
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1 Transactions	\$15.00
Program <b>170000 - Main</b> Totals		Invoice 113 Transactions	\$63,544.81
Department <b>17 - Fleet Maintenance</b> Totals		Invoice 113 Transactions	\$63,544.81



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22  
 Invoice 113 \$63,544.81  
 Transactions

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

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-February 2022 Cigna Dental/Vision	02/18/2022	7,753.23
	\$9,825.63		
Account <b>53990.1241 - Other Services and Charges Vision</b> Totals		Invoice 1	\$7,753.23
		Transactions	

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

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/07/2022	339.09
17785 - The Howard E. Nyhart Company, INC	12-City URM	02/07/2022	50.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	02/07/2022	15.85
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/09/2022	264.85
17785 - The Howard E. Nyhart Company, INC	12-City URM	02/10/2022	241.19
17785 - The Howard E. Nyhart Company, INC	12-City URM	02/11/2022	1,311.50
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> Totals		Invoice 6	\$2,222.48
		Transactions	

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

17785 - The Howard E. Nyhart Company, INC	12-FSA Dependent Care City	02/08/2022	119.00
Account <b>53990.1272 - Other Services and Charges Section 125 - DDC- City</b> Totals		Invoice 1	\$119.00
		Transactions	

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

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/07/2022	15.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/09/2022	20.00
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b> Totals		Invoice 2	\$35.00
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 02/05/22 - 02/18/22

**Account 53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions		02/10/2022	20,869.36	
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b> Totals				Invoice 1	<u>\$20,869.36</u>
Program <b>120000 - Main</b> Totals				Transactions	
Department <b>12 - Human Resources</b> Totals				Invoice 11	<u>\$30,999.07</u>
Fund <b>804 - Insurance Voluntary Trust</b> Totals				Transactions	
				Invoice 11	<u>\$30,999.07</u>
				Transactions	

**Fund 976 - Consolidated TIF Bond Proceeds**

Department **15 - HAND**

Program **159006 - West 17th Street Area**

**Account 53990 - Other Services and Charges**

20 - Lochmueller Group, INC	15-17th St Multimodal (Monroe to Grant)- services thru 12/31/21	BC 2021-50	02/18/2022	43,817.87	
20 - Lochmueller Group, INC	15-17th St Multimodal (Monroe to Grant)- services thru 11/30/21	BC 2021-50	02/18/2022	41,194.52	
Account <b>53990 - Other Services and Charges</b> Totals				Invoice 2	<u>\$85,012.39</u>
Program <b>159006 - West 17th Street Area</b> Totals				Transactions	
Department <b>15 - HAND</b> Totals				Invoice 2	<u>\$85,012.39</u>
Fund <b>976 - Consolidated TIF Bond Proceeds</b> Totals				Transactions	
				Invoice 2	<u>\$85,012.39</u>
				Transactions	

**Fund 978 - City 2016 GO Bond Proceeds**

Department **06 - Controller's Office**

Program **06016B - 2016 B Ped/Signal/Intersection**

**Account 54510 - Other Capital Outlays**

5409 - VS Engineering, INC	13-Sare Rd Multiuse Path-CI-services thru 12/31/21	BC 2019-142	02/18/2022	3,285.68	
Account <b>54510 - Other Capital Outlays</b> Totals				Invoice 1	<u>\$3,285.68</u>
				Transactions	





# Board of Public Works Claim Register

Invoice Date Range 02/05/22 -  
02/18/22

Program <b>06016B - 2016 B Ped/Signal/Intersection</b> Totals	Invoice 1	<u>\$3,285.68</u>
	Transactions	
Department <b>06 - Controller's Office</b> Totals	Invoice 1	<u>\$3,285.68</u>
	Transactions	
Fund <b>978 - City 2016 GO Bond Proceeds</b> Totals	Invoice 1	<u>\$3,285.68</u>
	Transactions	
Grand Totals	Invoice 386	<u><u>\$1,007,598.14</u></u>
	Transactions	

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
02/18/22	Claims				\$1,007,598.14
					<b>\$1,007,598.14</b>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$1,007,598.14**

**Dated this 15th day of February year of 2022.**

<u>Kyla Cox Deckard ,President</u>	<u>Beth H. Hollingsworth, Vice President</u>	<u>Elizabeth Karon, Secretary</u>

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

Fiscal Office \_\_\_\_\_