

# **Board of Public Works Meeting**

**June 09, 2020**



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

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

**AGENDA  
BOARD OF PUBLIC WORKS  
June 09, 2020**

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, June 09, 2020 at 5:30 p.m.

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

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

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS & REMONSTRANCES**

**III. HEARING ON EXCESSIVE GROWTH APPEAL**

1. Appeal Excessive Growth Citation # 45427 at 1120 N. Walnut Street
2. Appeal Excessive Growth Citation # 45499 at 124 Bryan Avenue

**IV. TITLE VI ENFORCEMENT**

1. Approve Permission to Abate Property at 2611 East Roundhill Lane

**V. CONSENT AGENDA**

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

**VI. NEW BUSINESS**

1. Resolution 2020-27 Approve Public Benefit of the S. Maxwell Street Sidewalk Project
2. Approve Addendum #1 to Agreement for Consulting Services for the Maxwell Street Sidewalk Project with Bynum Fanyo & Associates, Inc.
3. Approve Addendum to Agreement for Consulting Services for the 7<sup>th</sup> Street Bike Lane Improvements Project with American Structurepoint, Inc,
4. Approve Final Plat of Mill Creek Phase 2 Section 1
5. Approve Request for Full Street Closure on 10<sup>th</sup> Street between Fee Lane and Jordan Avenue for IU Pedestrian Crossing Improvement
6. Approve Change Order #4 for the Kirkwood Maintenance Project
7. Approve Change Orders #3 through #5 for the Adams Street Sidewalk and Intersection Improvements Project.
8. Resolution 2020-28 Approve Temporary Street Closure on Kirkwood Avenue to Expand Existing Seating Encroachments

**VII. STAFF REPORTS & OTHER BUSINESS**

Staff Report for Morton Street Garage Repair Project

**VIII. APPROVAL OF CLAIMS**

**IX. 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).

**STAFF REPORT**  
**Appeal of Excessive Growth Fine**  
**Ticket #45427**

Appellant Information:

B&B Partnership, LLC (owner)  
5488 E. S.R. 46  
Bloomington, IN 47401  
Date Appealed: 5/25/2020

Citation Information:

Issued: 5/14/2020  
By: Mike Arnold  
Place: 1120 N. Walnut St.  
For: Excessive growth

---

Attachments:

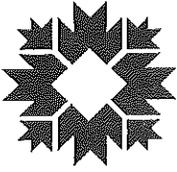
1. Notices of Violation
2. Appellant's Appeal of Excessive Growth
3. Photographs of the overgrowth.

Facts & Discussion:

1. The appeal was not timely filed and should be denied. The appeal must be filed with the board no later than seven days from the date of the NOV. See BMV 6.06.070(b)(8). The appeal was filed eleven days after the date of the NOV.
2. Bloomington Municipal Code 6.06.050 makes it unlawful for "the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance."
3. On May 7, 2020 and May 14, 2020, Neighborhood Compliance Officer Mike Arnold inspected the property located at 1120 N. Walnut St., Bloomington, IN (Hereinafter the "Property") and personally observed that weeds and grass had grown to a height in excess of eight inches in violation of BMC 6.06.050. Officer Arnold issued a Notice of Violation with a warning under ticket number 45363 on May 7, 2020, and issued a Notice of Violation with a fine of \$50.00 under ticket number of 45427, both for excessive growth in violation of BMC 6.06.050 (Hereinafter collectively the "NOV").
4. The NOV were delivered by first class mail to the owner of the property and a copy left in a conspicuous place on the property where the violation occurred in compliance with 6.06.070(b).
5. B&B Partnership, LLC (Hereinafter the "Owner") owns this Property and is a person who shall be considered a responsible party under 6.06.070(a).
6. Owner asks for relief from the ticket stating that Owner was unable to get the property mowed due to the pandemic.
7. Governor Holcomb's executive orders did not suspend local ordinances requiring persons to mow their lawns and did not direct property owners to not maintain their properties as needed.
8. Owner also discusses an inability to finish grade work which is not an explanation for why Owner could not mow the grass.

Staff Recommendation:

The Appeal should be denied as untimely filed. The appeal should also be denied because the ticket was properly issued, notice properly given, and photographic evidence by the inspection officer shows the grass was allowed to grow at or greater than eight inches, which is a violation of BMV 6.06.050.



# Notice of Violation

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

Date 5/7/20 Time 2:30 Address/location 1120 N WALNUT ST 47408

Issued by: ZAO

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

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

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

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

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

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

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

**Fine Due:** \$50    \$100    \$150     **Warning (No fine due at this time)**      Ticket# 45363

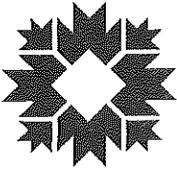
**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: \_\_\_\_\_

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

**Owner Name** B & B Partnership LLC  
**Address** 5488 E SR 46  
**City** B - **State** IN  
**Zip Code** 47401

**Agent Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_ **State** \_\_\_\_\_  
**Zip Code** \_\_\_\_\_



# Notice of Violation

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

Date 5/14/20 Time 11:13 Address/location # 1120 N WALNUT ST 47403

Issued by: 220

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

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

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

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

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

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

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

**Fine Due:** \$50   \$100   \$150    **Warning (No fine due at this time)**      Ticket# 45427

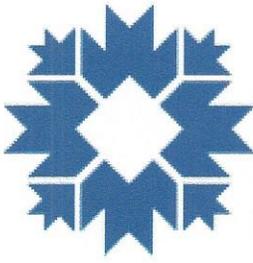
**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: \_\_\_\_\_

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

**Owner Name** B & B PARTNERSHIP LLC  
**Address** 5488 E SR 46  
**City** B- **State** Ind  
**Zip Code** 47401

**Agent Name** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**City** \_\_\_\_\_ **State** \_\_\_\_\_  
**Zip Code** \_\_\_\_\_



# Appeal of Excessive Growth Citation to the Board of Public Works

City of Bloomington  
Department of Public Works  
401 North Morton Street, Suite 120  
Phone (812)349-3410  
Email: [Public.Works@Bloomington.IN.gov](mailto:Public.Works@Bloomington.IN.gov)

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Excessive Growth citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **All of these documents must be submitted within seven (7) days** after the citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit within seven (7) days from the date of the Board's decision.

Name: B & B Partnership, LLC Phone Number (812) 337-7437

Citation Number: 45427 Date on Excessive Growth Citation: 5/14/20

(Located in the top right hand corner of the citation)

\*Received in mail at our office

Local Address:  
1120 N. Walnut St.  
Bloomington, IN 47403

Permanent Address: 5/21/20  
5488 E. St Rd 46  
Bloomington, IN 47401

Today's Date: 5/25/20

Reason for Appeal: see Attached letter.

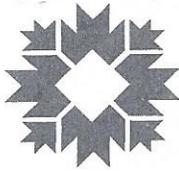
(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Excessive Growth citation and received the date of \_\_\_\_\_  
When the Board of Public Works will consider my appeal.

Signature [Handwritten Signature]

Date 5/25/20

**For use by Public Works:**  
Date Appeal Received: \_\_\_\_\_ Received By: \_\_\_\_\_  
Date Appeal Forwarded to Legal Department: \_\_\_\_\_



812-349-3420

# Notice of Violation

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

Date 5/14/20 Time 11:13 Address/location # 1120 N WALNUT ST 47403

Issued by: 220

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

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

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

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

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

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

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

**Fine Due: \$50**    **\$100**    **\$150**    **Warning (No fine due at this time)**      Ticket# 45427

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

Comments: \_\_\_\_\_

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

Owner Name B & B PARTNERSHIP LLC  
 Address 5488 E SR 40  
 City B State IN  
 Zip Code 47401

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

Mail Copies To: Resident  Owner  Agent \_\_\_\_\_

## Micky Brafford

---

**From:** Micky Brafford  
**Sent:** Friday, May 22, 2020 11:18 AM  
**To:** 'sadere@bloomington.in.gov'; 'simsd@bloomington.in.gov'  
**Cc:** Cindy Webb; Greg Daniels; Shamus McPhee

To whom it may concern,

We recently received a “Notice Violation” for 1120 N Walnut Street for the grass being high. The fine was for \$50.

I am sure you are clearly aware that the County, businesses and individuals have been on lock down due to Covid-19 for several weeks. Monroe county even extended their lock down further than the State which was not helpful.

Since the location that was fined was a student rental not a residence with us living on site, we could not personally cut the lawn and our lawn cutting provider has not been able to cut the grass. To further complicate the situation, we have not been able to get anyone to finish the grade work for the yard because they are all laid off by their employers due to the lock down and the fact that they are making more drawing unemployment than actually working. This has offered no incentive for them to come back to work as of the typing of this email. If those are not enough reasons why the fine is not justified, I am sure with a quick google search it would reveal that the amount of rain fall and/or consistency (cannot get dirt delivered) this spring has been excessive.

The lawn in question has been gone over with a “weed-eater” by the only person we could find who is not drawing unemployment and making more sitting home doing nothing, our maintenance man, who is 76 years old!

We do not feel that the fine in questions is justified nor were we given a reasonable amount of time after the lock down was removed to get the grass cut.

We look forward to your response.

*Micky L Brafford*  
President

**City of Bloomington's Board of Public Works**  
**Decision on Appeal of Excessive Growth**  
**NOV #45427**

On 5/7/2020 and 5/14/2020, the City of Bloomington Department of Housing and Neighborhood Development (HAND) issued Notices of Violation with a warning under ticket number 45363, and a fine of \$50.00 under ticket number of 45427 for excessive growth in violation of BMC 6.06.050 (Hereinafter collectively the "NOV"), for the property located at 1120 N. Walnut St., Bloomington, IN (Hereinafter the "Property"). B&B Partnership, LLC (Hereinafter the "Appellant"), owner of the Property, failed to timely appeal the NOV to the Board of Public Works, having done so 11 days after ticket number 45427 was issued. The Board of Public Works heard testimony and received evidence regarding the NOV, on Tuesday, June 9, 2020. The Board of Public Works finds as follows:

1. The NOV was properly served by first class mail upon the owner of the Property and by leaving a copy in a conspicuous place at the Property in accordance with BMC 6.06.070(b).
2. Appellant has a possessory interest in the Property and is a person who can be held responsible in accordance with BMC 6.06.070(a).
3. On May 7, 2020, and May 14, 2020, City of Bloomington Neighborhood Compliance Officer Mike Arnold personally observed weeds and grass growing on the Property at a height greater than eight inches.
4. Appellant stated the reasons for not mowing were due to COVID-19 complications and an inability to get grading of the property completed.
5. Appellant's argument for the noncompliance is not a recognized defense to said noncompliance.
6. The appeal must be filed with the board no later than seven days from the date of the NOV. See BMC 6.06.070(b)(8). The appeal was filed eleven days after the date of the NOV. The appeal was not timely filed.

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

\_\_\_\_\_ Denies the Appeal and Upholds the NOV.

\_\_\_\_\_ Grants the Appeal and Voids the NOV.

**So ordered this 9<sup>th</sup> day of June, 2020.**

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

**STAFF REPORT**  
**Appeal of Excessive Growth Fine**  
**Ticket #45499**

Appellant Information:

Christopher Clark (owner)  
1420 S. Walnut St.  
Bloomington, IN 47401  
Date Appealed: 6/2/2020

Citation Information:

Issued: 5/21/2020  
By: Kenny Liford  
Place: 124 N. Bryan Ave.  
For: Excessive growth

---

Attachments:

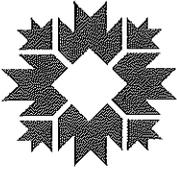
1. Notice of Violation
2. Appellant's Appeal of Excessive Growth
3. Photographs of the overgrowth.

Facts & Discussion:

1. Bloomington Municipal Code 6.06.050 makes it unlawful for "the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance."
2. On May 21, 2020, Neighborhood Compliance Officer Kenny Liford inspected the property located at 124 N. Bryan Ave., Bloomington, IN (Hereinafter the "Property") and personally observed that weeds and grass had grown to a height in excess of eight inches in violation of BMC 6.06.050. Officer Liford issued a Notice of Violation with a fine of \$50.00 under ticket number of 45499, for excessive growth in violation of BMC 6.06.050 (Hereinafter the "NOV").
3. The NOV were delivered by first class mail to the owner of the property and a copy left in a conspicuous place on the property where the violation occurred in compliance with 6.06.070(b).
4. Christopher Clark (Hereinafter the "Owner") owns this Property and is a person who shall be considered a responsible party under 6.06.070(a).
5. Owner asks for relief from the ticket stating that Owner was unable to Bloomington to mow the grass. This is not a recognized defense to this violation.
6. The appeal was not timely filed and should be denied. The appeal must be filed with the board no later than seven days from the date of the NOV. See BMV 6.06.070(b)(8). The appeal was filed thirteen days after the date of the NOV.

Staff Recommendation:

The Appeal should be denied as untimely filed. The appeal should also be denied because the ticket was properly issued, notice properly given, and photographic evidence by the inspection officer shows the grass was allowed to grow at or greater than eight inches, which is a violation of BMV 6.06.050.



# Notice of Violation

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

Date 5-21-20 Time 10:00 Address/location 124 N. Bryan Ave 47408

Issued by: 208

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

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

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

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

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

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

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

**Fine Due:** \$50   \$100   \$150    **Warning (No fine due at this time)**      Ticket# 45499

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

Comments: Cut all grass.

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

**Owner Name** Christopher Clark  
**Address** 1420 S. Walnut St.  
**City** Bloomington      **State** IN.  
**Zip Code** 47401

**Agent Name** Flying Fish Real Estate  
**Address** 1420 S. Walnut St.  
**City** Bloomington      **State** IN.  
**Zip Code** 47401

BPW: \_\_\_\_\_

Mail Copies To: Resident: \_\_\_\_\_ Owner: / Agent: /





124



Appeal of Excessive Growth Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410
Email: Public.Works@Bloomington.IN.gov

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Excessive Growth citation you were issued MUST be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these documents must be submitted within seven (7) days after the citation was issued.

Name: Kevin LeBlanc Phone Number 516-456-8755
Citation Number: No Number Date on Excessive Growth Citation: 5-21-20
(Located in the top right hand corner of the citation)

Local Address:
124 N. Bryan
Hawt- 47408

Permanent Address:
1200 Fremont Parkway
Carmel IN 46032

Today's Date:

Reason for Appeal:
Recently purchased in mid-april. Could not get to Bloomington to mow. In addition tried several landscapers and they did not return call. The lawn was cut on 5/24 and on 6/2. We did not submit soon because we didn't have a picture

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Excessive Growth citation and received the date of When the Board of Public Works will consider my appeal.

Signature: Kent Bell

Date: 6/2/20

For use by Public Works:
Date Appeal Received: Received By:
Date Appeal Forwarded to Legal Department:



# Notice of Violation

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

Date 5-21-20 Time 10:00 Address/location 124 N. Byron Ave 47408

Issued by: 208

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

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

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

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

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

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

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

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

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

Comments: Cut all grass.

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

Owner Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_



Mail Carrier To: Resident





**City of Bloomington's Board of Public Works**  
**Decision on Appeal of Excessive Growth**  
**NOV #45499**

On 5/21/2020, the City of Bloomington Department of Housing and Neighborhood Development (HAND) issued a Notice of Violation with a fine of \$50.00 under ticket number of 45499 for excessive growth in violation of BMC 6.06.050 (Hereinafter collectively the "NOV"), for the property located at 124 N. Bryan Ave., Bloomington, IN (Hereinafter the "Property"). Christopher Clark (Hereinafter the "Appellant"), owner of the Property, failed to timely appeal the NOV to the Board of Public Works, having done so 13 days after ticket number 45427 was issued. The Board of Public Works heard testimony and received evidence regarding the NOV, on Tuesday, June 9, 2020. The Board of Public Works finds as follows:

1. The NOV was properly served by first class mail upon the owner of the Property and by leaving a copy in a conspicuous place at the Property in accordance with BMC 6.06.070(b).
2. Appellant has a possessory interest in the Property and is a person who can be held responsible in accordance with BMC 6.06.070(a).
3. On May 21, 2020, City of Bloomington Neighborhood Compliance Officer Kenny Liford personally observed weeds and grass growing on the Property at a height greater than eight inches.
4. Appellant stated the reason for not mowing was the he was unable to get to Bloomington to mow.
5. Appellant's argument for the noncompliance is not a recognized defense to said noncompliance.
6. The appeal must be filed with the board no later than seven days from the date of the NOV. See BMV 6.06.070(b)(8). The appeal was filed thirteen days after the date of the NOV. The appeal was not timely filed

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

\_\_\_\_\_ Denies the Appeal and Upholds the NOV.

\_\_\_\_\_ Grants the Appeal and Voids the NOV.

**So ordered this 9<sup>th</sup> day of June, 2020.**

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

# Staff Report

**To: Board of Public Works**

**From: Norman Mosier/Christopher J. Wheeler**

**Date: June 5, 2020**

**Re: Request to Abate property at 2611 E. Roundhill, Bloomington, IN**

---

## **Attachments:**

1. Notice of Violation Issued on
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

## **Facts:**

1. Bloomington Municipal Code § 6.06.050 makes it unlawful for “the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.”
2. On 4/30/2020, 5/7/2020, 5/13/2020, 5/20/2020, 5/22/2020, Neighborhood Compliance Officer Norman Mosier inspected the property located at 2611 E. Roundhill, Bloomington, IN (Hereinafter the “Property”) and issued Notice(s) of Violation for excessive growth in violation of BMC § 6.06.050 (Hereinafter the “NOV”).
3. The NOV was/were issued to Alex Gul (Hereinafter the “Owner”) because he is the Owner of the Property which is in violation of BMC § 6.06.050 in that it contains grass growing at a height exceeding 8 inches, weeds and/or noxious plants also growing at a height exceeding 8 inches and the condition of the property is overgrown.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
7. The abatement order should be continuous.

## **Status of the Property and Reason for Abatement:**

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

## **Staff Recommendation:**

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



City of Bloomington  
Housing and Neighborhood Development

On 4/30 5/7 5/13 5/20/5/22/20, Housing and Neighborhood Development (HAND) issued a ticket for the following violation of the City of Bloomington Municipal Code.

\_\_\_\_\_ 6.04.070 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.

\_\_\_\_\_ 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.

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

This ticket was issued to the property located at 2611 E. ROUNDHILL LN.. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

BPW Meeting Date: 6-9-20 Abatement Approved: (Y/N)

Property Owner: ALEX GUL

Address: 2611 E. ROUNDHILL LN.

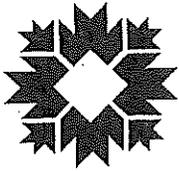
Is this a rental? (Y/N) (N)

Agent: N/A

Address: \_\_\_\_\_

Parcel Number: 53-08-10-403-002.000-009

Legal Description: 015-11230-00 SPICEWOOD SEC 1 LOT 36



# Notice of Violation

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

Date 5-7-20 Time 10:50 Address/location 2611 E. ROUNDHILL LN. 47401

Issued by: 2017

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

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

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

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

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

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

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

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

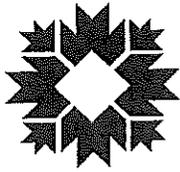
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: MOW ENTIRE YARD OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

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

Owner Name ALEX GUL  
 Address 2611 E. ROUNDHILL LN.  
 City BLGTON. State IN.  
 Zip Code 47401

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_



# Notice of Violation

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

Date 5-13-20 Time 2:55 Address/location 2611 E. ROUNDHILL LN. 47401

Issued by: 207

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

Fine Due: \$15.00

Warning (No fine due at this time)

Ticket# \_\_\_\_\_

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

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

Fine Due: \$50 \$100 \$150

Warning (No fine due at this time)

Ticket# \_\_\_\_\_

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

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

Fine Due: \$50 \$100 \$150

Warning (No fine due at this time)

Ticket# \_\_\_\_\_

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

Comments: MOW ENTIRE YARD OR FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

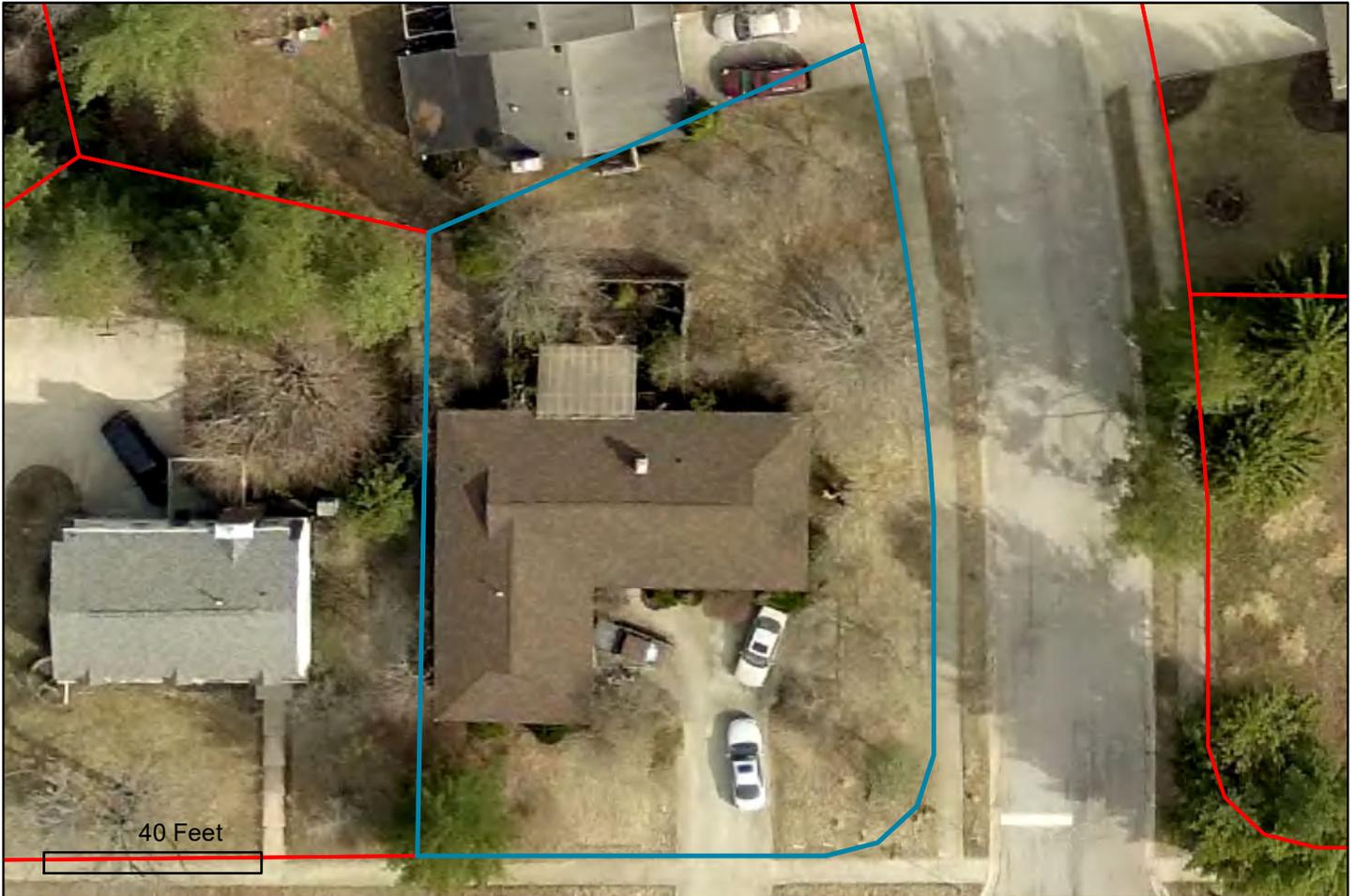
1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please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

Owner Name ALEX GUL  
 Address 2611 E. ROUNDHILL LN.  
 City BLGTON State IN.  
 Zip Code 47401

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

# Monroe County, IN

2611 E Round Hill LN, Bloomington, IN 47401-4368  
53-08-10-403-002.000-009



## Parcel Information

**Parcel Number:** 53-08-10-403-002.000-009  
**Alt Parcel Number:** 015-11230-00  
**Property Address:** 2611 E Round Hill LN  
Bloomington, IN 47401-4368  
**Neighborhood:** Spicewood - A  
**Property Class:** 1 Family Dwell - Platted Lot  
**Owner Name:** Gul, Alexander  
**Owner Address:** 2611 E Roundhill Ln  
Bloomington, IN 47401  
**Legal Description:** 015-11230-00 SPICEWOOD SEC 1 LOT 36

## Taxing District

**Township:** PERRY TOWNSHIP  
**Corporation:** MONROE COUNTY COMMUNITY

## Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.277	



5-20-20  
2611 E. ROUNDHILL LN.



SHADOW ROVE



SHADOW ROVE



SHADOW GROVE

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

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 4/30/2020, 5/7/2020, 5/13/2020, 5/20/2020, 5/22/2020, (Hereinafter the “NOV”). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, June 9<sup>th</sup>, 2020.

The Board of Public Works now finds as follows:

1. Alex Gull (Hereinafter the “Owner”) owns the real estate located at 2611 E. Roundhill, Bloomington, IN, 53-08-10-403-002.000-009 and whose legal description is 015-11230-00 SPICEWOOD SEC 1 LOT 36. (Hereinafter the “Property”)
2. On 4/30/2020, 5/7/2020, 5/13/2020, 5/20/2020, 5/22/2020, City of Bloomington Neighborhood Compliance Officer, Norman Mosier, issued NOV after personally observing excessive growth on the Property, in violation of BMC § 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City’s request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height below eight inches and to remove all overgrowth.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning excessive growth without notice or a hearing in front of this Board while this Order remains in effect.

5. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 30<sup>th</sup> DAY OF April, 2021.**
6. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
7. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

**So Ordered this 9<sup>th</sup> Day of June, 2020.**

---

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

The Board of Public Works meeting was held on Tuesday, May 26 2020, at 5:30 pm virtually through Zoom with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard  
Dana Palazzo  
Beth H. Hollingsworth

**ROLL CALL**

City Staff: Adam Wason – Public Works  
April Rosenberger – Public Works  
Ryan Daily – Public Works  
Jo Stong – Housing and Neighborhood Dev.  
Mike Arnold – Housing and Neighborhood Dev.  
Sara Gomez – Planning and Transportation  
Paul Kehrberg – Planning and Transportation  
Roy Aten – Planning and Transportation  
Matt Smethurst – Planning and Transportation

Hollingsworth wanted to thank all of the workers for their hard work.

**MESSAGES FROM  
BOARD MEMBERS**

None

**PETITIONS &  
REMONSTRANCES**

**TITLE VI  
ENFORCEMENT**

Jo Stong, Housing and Neighborhood Development, presented Approve Abatement at 740 S. Westwood Drive. See meeting packet for more details.

**Approve Abatement at  
740 S. Westwood Drive**

**Board Comments:** Palazzo asked Stong if she was asking for a continuous abatement; Stong said she’s asking for a one time abatement

Hollingsworth made a motion to Approve Abatement at 740 S. Westwood Drive. Palazzo Seconded. Motion is passed.

## CONSENT AGENDA

1. **Approval of Minutes – May 12, 2020**
2. **Resolution 2020-26: Approve Disposal of Surplus Sanitation Bins**
3. **Approval of Payroll**

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

## NEW BUSINESS

Mike Arnold, Housing and Neighborhood Development, presented Resolution 2020-24: Approve Request to Seal Unsafe Structure at 702 S. Washington Street. See meeting packet for details.

**Resolution 2020-24: Approve Request to Seal Unsafe Structure at 702 S. Washington Street**

**Board Comments:** Palazzo asked if the owners responded; Arnold said they have attempted to fix the broken windows and roof. Adam Wason, Public Works, commented that there are large groups of people squatting in this house and multiple departments have received complaints. Wason also stated the owner of this property lives out of the country.

Hollingsworth made a motion to Approve Resolution 2020-24: Approve Request to Seal Unsafe Structure at 702 S. Washington Street. Palazzo seconded. Motion is passed

Sara Gomez, Planning and Transportation, presented Approve Request for Right-of-Way Use at 115 Kirkwood Ave. from Strauser Construction. See meeting packet for details.

**Approve Request for Right-of-Way Use at 115 Kirkwood Ave. from Strauser Construction (June 15, 2020-July 23, 2021)**

**Board Comments:** Hollingsworth asked when the signage will be put out. Ryan Strauser, Strauser Construction, stated when they put the fencing up they will start to put out signage so public does not

get confused. Palazzo asked if adjacent property owners have been updated on the new timeline. Strauser said the developer of the project, Randy Lloyd, reached out to the property owners last week. Property owners were on board, they just wanted to make sure they could still get their trash picked up on their trash pickup day. Cox Deckard wanted to relay that Strauser Construction will be prepared and work with any festivals or closures during the timeline.

Hollingsworth made a motion to Approve Request for Right-of-Way Use at 115 Kirkwood Ave. from Strauser Construction. Palazzo seconded. Motion is passed.

Gomez presented Resolution 2020 – 25: Approve Right-of-Way Encroachment Agreement for Dumpster Enclosure at 614 E. 2<sup>nd</sup> St. See meeting packet for details.

**Resolution 2020 – 25:  
Approve Right-of-Way  
Encroachment Agreement  
for Dumpster Enclosure at  
614 E. 2<sup>nd</sup> St.**

**Board Comments:** Hollingsworth asked if this will be a permanent structure. Gomez agreed it will be a permanent structure and it will have a fence around the dumpster.

Palazzo made a motion to Resolution 2020 – 25: Approve Right-of-Way Encroachment Agreement for Dumpster Enclosure at 614 E. 2<sup>nd</sup> St. Hollingsworth seconded. Motion is passed.

Paul Kehrberg, Planning and Transportation, presented Approve Request for Temporary Full Street Closure on North Walnut Street from Duke Energy. See meeting packet for details.

**Approve Request for  
Temporary Full Street  
Closure on North Walnut  
Street from Duke Energy  
(June 2, 2020-June 4, 2020)**

**Board Comments:** Cox Deckard wanted to recap from the work session the Board recommended adjusting the time from noon to a later hour to avoid lunch hour traffic. Cox Deckard asked if nearby businesses have complained about the closure; Kehrberg says he has not heard of any issues.

Hollingsworth made a motion to Approve Request for Temporary Full Street Closure on North Walnut Street from Duke Energy. Palazzo seconded. Motion is passed.

Roy Aten, Planning and Transportation, presented Approve Change Orders #2 and #3 for the Kirkwood Maintenance Project. See meeting packet for details.

**Approve Change Orders #2 and #3 for the Kirkwood Maintenance Project**

**Board Comments:** Hollingsworth asked when this project will be completed; Aten said June 30<sup>th</sup> is the final completion date. Hollingsworth asked if they should anticipate more change orders. Wason commented that they are already working on some change orders with the bollards.

Hollingsworth made a motion to Approve Change Orders #2 and #3 for the Kirkwood Maintenance Project. Palazzo seconded. Motion is passed.

Matt Smethurst, Planning and Transportation, presented Approve Change Order #2 for the Winslow-Henderson Path Project. See meeting packet for details.

**Approve Change Order #2 for the Winslow-Henderson Path Project**

**Board Comments:** Hollingsworth asked if the temporary striping was to get through the winter; Smethurst agreed.

Hollingsworth made a motion to Approve Change Order #2 for the Winslow-Henderson Path Project. Palazzo seconded. Motion is passed.

Smethurst presented Approve Change Order #6 for the 17<sup>th</sup> Street Reconstruction Project. See meeting packet for details.

**Approve Change Order #6 for the 17<sup>th</sup> Street Reconstruction Project**

**Board Comments:** Hollingsworth asked if the Redevelopment Commission approved this item; Smethurst said this item was on their next agenda.

Hollingsworth made a motion to Approve Change Order #6 for the 17<sup>th</sup> Street Reconstruction Project. Palazzo seconded. Motion is passed.

Ryan Daily, Public Works, presented Approve Bid for Walnut Street Garage Repair Project. See meeting packet for details.

**Approve Bid for Walnut Street Garage Repair Project**

**Board Comments:** Hollingsworth asked when the project will start; Daily said a week after this item will be approved. Hollingsworth asked how long this project will take; Daily said he anticipates about 8 weeks, the end of July. Cox Deckard asked if

Browning and Chapman were accepting of the terms; Daily said they were very accommodating. Palazzo wanted to make sure that Browning and Chapman understood the scope of work due to the low price in their bid. Daily said he spoke with them last week and they are confident in getting this work done within their quote. Hollingsworth asked if their company was local. Daily said they are from Indianapolis. Cox Deckard asked if they have done any repair projects for the City; Daily said no. Hollingsworth asked Daily if he was comfortable with their bid; Daily said yes. Cox Deckard asked if their bid was in line with what Daily anticipated. Daily said yes and that their bid came well under what he expected for epoxy injections. Cox Deckard wanted to make sure all of the wage requirements the City holds is in compliance within this contract. Daily said Barbara McKinney, Human Rights Attorney, signed off on all of the requirements needed. Palazzo asked what the level ½ was on the line item of the bid. Daily explained it is a repair in the slab that has settled in the entry point of the garage. Water is collecting in the slab so the concrete needs to be pushed up. Daily explained it's a pretty significant repair. Hollingsworth asked if the garage will be closed while they repair the entry point of the garage; Daily said no. Palazzo asked if the price for the Level ½ is adequate to get the work done; Daily said yes. Hollingsworth asked if the epoxy injections are makes for stable supporting columns. Daily said yes. He explained in further detail what the epoxy injections do. Hollingsworth asked how old the Walnut Street Garage is. Daily said it's a 16 year old garage. Every 10 to 15 years a study needs to be done on the garage since concrete settles over time.

Hollingsworth made a motion to Approve Bid for Walnut Street Garage Repair Project. Palazzo seconded. Motion is passed.

Wason wanted to mention to the public that anything they need done at City Hall to try to do so online or to make an appointment. He wanted to thank all City staff members for their efforts. Public Works is starting on the heavy part of construction season. All projects are going great. He hopes everyone stays safe and healthy.

**STAFF REPORTS &  
OTHER BUSINESS**

Hollingsworth made a motion to approve claims in the amount of \$555,642.81. Palazzo seconded. Claims are approved.

**APPROVAL OF CLAIMS**

Cox Deckard called for adjournment. Meeting adjourned at 6:08 P.M.

**ADJOURNMENT**

Accepted By:

---

Kyla Cox Deckard, President

---

Beth H. Hollingsworth, Vice-president

---

Dana Palazzo, Secretary

Date:

Attest to:

## AGREEMENT FOR ABATEMENT SERVICES

**THIS AGREEMENT** is entered into by and between the City of Bloomington, Indiana, through its Housing and Neighborhood Development Department and Board of Public Works (hereinafter referred to as "City"), and Christopher Underwood d/b/a 4 U Lawn and Landscape, a private enterprise in the business of providing lawn and landscaping services (hereinafter referred to as "Service Provider").

**WHEREAS**, the City has the authority and responsibility to ensure all properties located within the corporation boundaries are in compliance with Title 6 of the City's municipal code which regulates, among other things, yard waste, garbage and vegetation height; and

**WHEREAS**, the City is required to abate noncompliant properties located within the corporation boundaries and in so doing relies upon private enterprises to perform said abatement services; and

**WHEREAS**, the City sought proposals and Service Provider was the only entity to submit a proposal and was the most responsive and responsible; and

**WHEREAS**, Service Provider is willing and able to perform all abatement services for and on behalf of the City and the City has available funds and is willing to pay the Service Provider for abatement services; and

**WHEREAS**, certain conditions must be met and uniform procedures established to facilitate proper performance of this service by Service Provider for and on behalf of the City.

**NOW, THEREFORE**, Service Provider and the City, for the consideration stated herein, agree as follows:

1. **Agreement Price:** The overall cost to the City for all abatement services provided by Service Provider during the term of this Agreement shall not exceed Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars. If the original agreement price of Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars is exhausted, then the parties shall negotiate an amendment to this Agreement seeking additional fund allocation with the same formality and procedures as required by the City for the original agreement price herein. No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein. Service Provider shall notify the City when it has invoiced the City for 80% of the overall cost to the City on this Agreement.
2. **Term of Agreement.** The term of this Agreement shall be from June 4, 2020, to March 31, 2021. During the term of this Agreement, the Service Provider shall abate all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works. This Agreement may be terminated by either party upon seven days written notice to the other party. Termination of the Agreement may occur for any violation of the Agreement's terms and conditions or for any other reason deemed appropriate by the party effectuating the termination.

3. **Scope of Work.** The Service Provider agrees to furnish all materials and equipment, and perform all work described in the Estimate #1235 provided by the Service Provider dated June 4, 2020, a copy of which is attached hereto, marked as **Exhibit "A"**, and by this reference incorporated herein, for any and all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works (hereinafter referred to as the "Subject Property").
4. **Standard of Care.** The Service Provider shall be responsible for completion of the work described in **Exhibit "A"** in a manner to meet high professional standards consistent with the Service Provider's profession in the location and at the time of the rendering of the work. The City shall be the sole judge of the adequacy of the Service Provider's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
5. **Notice Period.** Pursuant to Bloomington Municipal Code 6.06.080, any Abatement Order may be appealed within ten days. No abatement of a Subject Property may be commenced until after this notice period has expired.
6. **Time to Proceed and Time of Completion.** Upon expiration of the ten (10) day notice period (and any subsequent appeal, if filed), the Service Provider shall proceed at once to abate the Subject Property. Abatement of each Subject Property shall be completed as soon as possible and no later than ten (10) business days from the time to proceed.
7. **Payment.** The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted in **Exhibit "A"**. Service Provider shall provide a detailed billing statement within ten days of each completed abatement. The billing statement for each completed abatement shall be in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay each invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction and submitted the invoice within the prescribed ten days.
8. **Appropriation of funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
9. **Indemnification.** The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the owner of any property being abated, and the City of Bloomington, its Board of Public Works, any of its departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of injury to or death of persons, sickness, disease or loss, damage or destruction of property other than the required abatement action, belonging to either the owner of any property being abated in connection with the performance required under this Agreement.

10. **Insurance.** *Before commencing work* the service provider shall furnish the City with certificates showing that the following insurance is in force. Policies shall be submitted for approval of the City and shall be endorsed to provide that the policies will not be cancelled or changed until ten (10) days after written notice of change or cancellation has been delivered to the HAND Department. Coverage shall be at least as follows:

CLASS OF COVERAGE	PER OCCURRENCE	AGGREGATE
1. Commercial General Liability	\$1,000,000.00	\$2,000,000.00
2. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000.00	N/A
3. Workmen's Compensation & Employer's Liability	Statutory	Statutory

11. **Liens and Waivers of Liens.** The Service Provider agrees to waive, and does hereby waive and relinquish, all rights to a lien upon any real estate which is the subject of an Abatement Order subject to terms of this Agreement.
12. **Owner-Service Provider Side-Agreements.** The City shall not be responsible in any way with, nor is the City a party to, any side-agreement by and between the Service Provider and any owner of property that is subject to an abatement order. Any such side-agreements shall be disclosed, in writing, to the Housing and Neighborhood Development Department *before* the Service Provider commences any of the work to be performed under the side-agreement. The Service Provider shall ensure that any side-agreement does not cause any interference or delay in the timely performance of services required by the Service Provider to the City.
13. **Subcontracts and Assignments.** No subcontract or assignment of this Agreement shall be made without the prior written consent of the City.
14. **Independent Contractor Status.** During the entire term of this Agreement, the Service Provider shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City.
15. **Conflict of Interest.** The Service Provider declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of work required under this Agreement. The Service Provider agrees that no person having any such interest shall be employed in the performance of this Agreement.
16. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

17. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a material portion or provision of this Agreement be determined void.
18. **Assignment.** Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, the Service Provider may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
19. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Service Provider.
20. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.
21. **Non-Discrimination.** The Service Provider shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.
22. **Compliance with Laws.** In performing the work under this Agreement, the Service Provider shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, the Service Provider shall advise the City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, the Service Provider shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
23. **Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City:  
Jo Stong  
HAND  
City Hall at Showers

Service Provider:  
Christopher Underwood  
4 U Lawn and Landscape  
6292 East State Road 45

401 N. Morton Street  
Bloomington, IN 47401

Bloomington, IN 47408

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Service Provider.

24. **Intent to be Bound.** The City and the Service Provider each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
25. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Service Provider. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.
26. **Verification of New Employees' Employment Status.** Service Provider is enrolled in, and verifies 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).

Service Provider signed an e-verify affidavit, attached hereto, marked as **Exhibit "B"**, and by this reference incorporated herein. Service Provider may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Service Provider subsequently learns is an unauthorized alien. If the City obtains information that the Service Provider employs or retains an employee who is an unauthorized alien, the City shall notify the Service Provider of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Service Provider verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Service Provider did not knowingly employ an unauthorized alien. If the Service Provider fails to remedy the violation within the 30 day period, the City shall terminate the contract unless the City determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Service Provider. If the City terminates the contract, the Service Provider is liable to the City for actual damages.

27. **Living Wage.** The Service Provider shall comply with City of Bloomington Ordinance 2.28.
28. **Non-Collusion.** Service Provider certifies that it has not, nor has any other member, representative, or agent of Service Provider, entered into any collusion by agreement or otherwise with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider signed the non-collusion affidavit attached hereto, marked as **Exhibit "C"** and by this reference incorporated herein.

29. **Change of Ownership.** In the event that the ownership of the Service Provider changes during the term of this Agreement, the Service Provider shall notify the City as such. The City shall have the right to terminate the Agreement upon a change in ownership of the Service Provider. If the City decides not to terminate the Agreement upon a change in ownership, the new owner must execute an amendment to this Agreement in order to maintain the Service Provider's eligibility to perform under this Agreement.

In witness whereof, the City and the Service Provider have executed this Agreement upon the dates hereinafter set out.

**City of Bloomington, Indiana:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Doris Sims, Director  
Housing and Neighborhood Development

\_\_\_\_\_  
Date

**4 U Lawn and Landscape:**

\_\_\_\_\_  
Christopher Underwood, d/b/a  
4 U Lawn and Landscape

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**Please see the attached estimate #1235 provided by the Service Provider dated June 4, 2020**

**4 U Lawn & Landscape**

6292 E. State Road 45  
 Bloomington, IN 47408 US  
 (812)320-3542  
 chrisu@4ulawnandlandscape.com  
 www.4ulawnandlandscape.com

**Estimate**

ADDRESS
City of Bloomington Jo Stong Housing & Neighborhood Development 401 N. Morton Street Bloomington, IN 47404

ESTIMATE #	DATE
1235	06/04/2020

ACTIVITY	QTY	RATE	AMOUNT
<b>Labor</b> Labor rate for removing garbage per hour	1	50.00	50.00
<b>Labor</b> Labor rate for mowing per hour	1	50.00	50.00
<b>Labor</b> Rate for bush hogging per hour	1	85.00	85.00
<b>Labor</b> Labor rate for bush/tree trimming per hour	1	50.00	50.00
<b>Misc. Labor Rate</b> Organic waste disposal per truck load (6yds)	1	35.00	35.00
<b>Misc. Labor Rate</b> Non-organic waste disposal fee (excludes tires, and any waste listed as hazardous or unacceptable at the local trash transfer station for example, televisions, batteries, refrigerators, air conditioners, cans of paint) per ton	1	60.00	60.00
<b>Misc. Labor Rate</b> Tire disposal fee (passenger car)	1	7.00	7.00
<b>Misc. Labor Rate</b> Tire disposal fee (medium/heavy duty truck)	1	15.00	15.00
<b>Misc. Labor Rate</b> Labor rate for miscellaneous tractor use	1	75.00	75.00
<b>Misc. Labor Rate</b> Mobilization Estimate (minimum due for showing up to a property that has been approved for abatement but has been brought to code by owner after approval)	1	125.00	125.00

TOTAL

**\$552.00**

**EXHIBIT "B"**

**AFFIDAVIT REGARDING E-VERIFY**

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

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

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

\_\_\_\_\_  
Signature

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
\_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

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

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

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

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

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

**EXHIBIT "C"**

**AFFIDAVIT REGARDING NON-COLLUSION**

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

\_\_\_\_\_ has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by \_\_\_\_\_, 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.

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
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 \_\_\_\_\_, 2020.

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

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

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

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

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

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/5/2020	Payroll				443,578.08
					<u>443,578.08</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1  
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the  
total amount of \$ 443,578.08

**Dated this 9th day of June year of 2020.**

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

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

\_\_\_\_\_  
Dana Palazzo Secretary

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

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



# Board of Public Works Staff Report

**Project/Event:** Resolution 2020-27 Public Need to Purchase Right of Way for the Maxwell Street Sidewalk Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Neil Kopper, Interim Transportation and Traffic Engineer

**Date:** 06/09/2020

**Report:** This project was prioritized by the City Council Sidewalk Committee and will install a new sidewalk on S Maxwell Street from E Miller Drive to E Short Street.

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

**Recommendation and Supporting Justification:** Staff recommends that the Board approve Resolution 2020-27 Public Need to Purchase Right of Way for the Maxwell Street Sidewalk Project.

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Approved	10/16/2018
ROW Services Contract*	Pending	06/09/2020
<b>Public Need Resolution</b>	<b>Current Item</b>	<b>06/09/2020</b>
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD - 2020

\*ROW Services are added as an addendum to the Design Services Contract.

**RESOLUTION 2020 – 27**  
**BOARD OF PUBLIC WORKS**  
**S. MAXWELL STREET SIDEWALK**  
**RIGHT OF WAY PURCHASE**

WHEREAS, the City of Bloomington through its Board of Public Works (“City”) intends to construct a sidewalk on S. Maxwell Street from E. Miller Drive to E. Short Street (the “Project) in Bloomington, Indiana; and

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

WHEREAS, this Project was prioritized by the City Council Sidewalk Committee; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

Approved this \_\_\_\_\_ day of June, 2020.

CITY OF BLOOMINGTON, INDIANA  
BOARD OF PUBLIC WORKS

---

Kyla Cox Deckard

---

Beth H. Hollingsworth

---

Dana Palazzo

**Attachment A**

AFFECTED PROPERTY OWNERS FOR PROJECT

<u>Parcel #</u>	<u>Owner</u>	<u>Property Address</u>
Parcel 1	Frank C. and Karen B. Muscasto	1810 S. Maxwell Street Bloomington, IN 47401



# Board of Public Works Staff Report

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

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Neil Kopper, Interim Transportation and Traffic Engineer

**Date:** 06/09/2020

**Report:** This project was prioritized by the City Council Sidewalk Committee and will install a new sidewalk on S Maxwell Street from E Miller Drive to E Short Street.

Bynum Fanyo is currently under contract for design services for this project. This addendum will add services necessary to acquire right of way from one parcel. The additional services will add \$4,925 for a new contract not to exceed amount of \$25,845.

**Recommendation and Supporting Justification:** Staff recommends that the Board approve the Addendum to Agreement for Consulting Services for the Maxwell Street Sidewalk Project with Bynum Fanyo & Associates, Inc.

Recommend  Approval  Denial by Neil Kopper

Project Approvals Timeline		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Approved	10/16/2018
<b>ROW Services Contract*</b>	<b>Current Item</b>	<b>06/09/2020</b>
Public Need Resolution	Pending	06/09/2020
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD - 2020

\*ROW Services are added as an addendum to the Design Services Contract.

**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES  
FOR THE MAXWELL STREET SIDEWALK IMPROVEMENTS PROJECT  
WITH BYNUM FANYO & ASSOCIATES, INC.**

This Addendum supplements the Agreement for Consulting Services with Bynum Fanyo & Associates, Inc. ("Agreement") for the Maxwell Street Sidewalk Improvements Project which was entered into on October 16, 2018, as follows:

1. See **Scope of Engineering Services**: Exhibit A of the Agreement describes the tasks to be provided by Bynum Fanyo & Associates, Inc., during this Project. Exhibit A is hereby amended to include the following additional tasks: the preparation of the legal description of the parcel for fee simple right of way acquisition; exhibit drawing of the acquisition area; staking of acquisition area for appraisal; appraisal; review appraisal; and the provision of a title and encumbrance report for the parcel.
2. See **Article 4. Compensation** and **Exhibit B Compensation**: The City shall pay Bynum Fanyo & Associates, Inc., an amount not to exceed \$4,925.00 for the additional Engineering Services. The not to exceed amount for the entire project shall be \$25,845.00.
3. In all other aspects, the Agreement shall remain in effect as originally written.

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

OWNER

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

\_\_\_\_\_  
Beth H. Hollingsworth  
Vice President, Board of Public Works

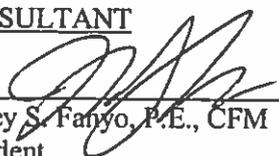
\_\_\_\_\_  
Dana Palazzo  
Secretary, Board of Public Works

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

\_\_\_\_\_  
Philippa M. Guthrie  
Corporation Counsel

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

CONSULTANT

  
\_\_\_\_\_  
Jeffrey S. Fanyo, P.E., CFM  
President

Date: 5-27-2020



# Board of Public Works

## Staff Report

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

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Neil Kopper, Interim Transportation and Traffic Engineer

**Date:** 06/09/2020

**Report:** This project will install physically protected bicycle lanes on 7th Street from the B-Line Trail to Woodlawn Avenue as part of the City's bicentennial bond package.

American Structurepoint is currently under contract to perform preliminary engineering services for this project. This addendum will add services for enhanced graphics to aid the project's public input process, which has transitioned to online platforms in response to current physical distancing recommendations. The additional services will add \$6,963 for a new contract not to exceed amount of \$344,982.

**Recommendation and Supporting Justification:** Staff recommends that the Board approve the Addendum to Agreement for Consulting Services for the 7th Street Bike Lane Improvements Project with American Structurepoint, Inc.

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
<b>Design Services Contract</b>	<b>Current Item</b>	<b>06/09/2020</b>
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	2020

\*Original Design Services Contract approved 12/11/2018.

**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES  
FOR THE 7<sup>TH</sup> STREET BIKE LANE IMPROVEMENTS  
FROM B-LINE TO WOODLAWN AVE PROJECT  
WITH AMERICAN STRUCTUREPOINT, INC.**

This Addendum supplements the Agreement for Consulting Services with American Structurepoint, Inc. (“Agreement”) for the 7<sup>th</sup> Street Bike Lane Improvements Project which was entered into on December 11, 2018, as follows:

1. **See Scope of Engineering Services:** Exhibit A of the Agreement describes the tasks to be provided by American Structurepoint, Inc., during this Project. Exhibit A is hereby amended to include Item P, as shown in Attachment 1.
  
2. **See Exhibit B Compensation:** The City shall pay American Structurepoint, Inc., a lump sum amount not to exceed \$11,292.00 for the additional Engineering Services. Four thousand, three hundred twenty-nine dollars (\$4,329.00) of this amount will be allocated from the previously authorized Subconsultant services under the Agreement. Accordingly, the total not-to-exceed amount for the Agreement is increased by \$6,963.00, for a not-to-exceed amount for the entire project of \$344,982.00.
  
3. In all other aspects, the Agreement shall remain in effect as originally written.

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

OWNER

CONSULTANT

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

\_\_\_\_\_  
Nicholas R. Murphy  
Project Manager

\_\_\_\_\_  
Beth H. Hollingsworth  
Vice President, Board of Public Works

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

\_\_\_\_\_  
Dana Palazzo  
Secretary, Board of Public Works

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

\_\_\_\_\_  
Philippa M. Guthrie  
Corporation Counsel

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

## ATTACHMENT 1

### P. GRAPHIC RENDERINGS

CONSULTANT shall provide to Owner two eye-level renderings and one corridor plan roll. All photography will be shot by Above All in early morning or evening lighting. Above All will have a drone available for a possible third view at no additional cost. The perspectives of the renderings will be as follows:

1. Just west of Walnut Street on 7<sup>th</sup> Street, looking easterly up station. Camera setup will be located in the center of the future bike lane.
2. In the center of Woodlawn Avenue on 7<sup>th</sup> Street, looking west down station. Camera setup will be located five feet south of the existing northern curb line.
3. Corridor plan roll will be CAD over high resolution aerial images. This will cover the entire corridor and can be color plotted up to 42" in width, if desired.

All renderings can be color plotted up to the E size (32"x48") and dry mounted, if desired.



## Board of Public Works Staff Report

---

**Project/Event:** Request approval for Mill Creek Phase 2 Section 1 Final Plat and Public Improvement bond amount

**Staff Representative:** Sara Gomez

**Petitioner/Representative:** Public Investment Corporation, Theodore Ferguson / Katie Stein

**Date:** 6/9/2020

---

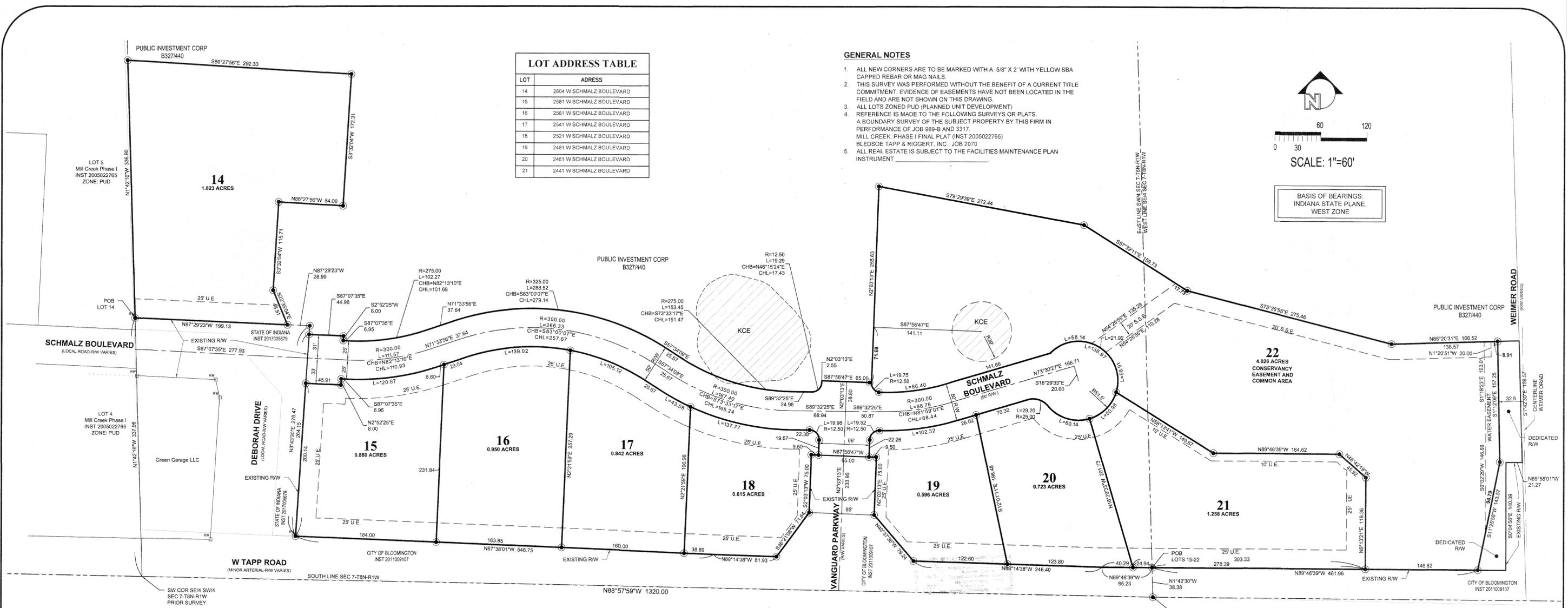
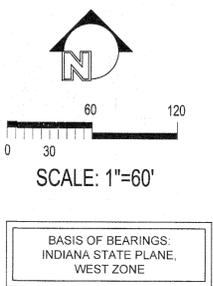
**Report:** Public Investment Corporation is requesting approval of The Mill Creek Phase 2 Section 1 Final Plat. The plat was approved by the Plat Committee on 2/10/2020. The final plat includes the requirement for street trees, sidewalks, side path, and public streets. The Public improvement bond estimate was reviewed and approved by Planning and Transportation staff at \$764,226.00.

**Recommendation:** Staff recommends the approval of the Final Plat and the bond amount for the public improvements.

Recommend  Approval  Denial by: Sara Gomez

LOT	ADDRESS
14	2604 W SCHMALZ BOULEVARD
15	2581 W SCHMALZ BOULEVARD
16	2561 W SCHMALZ BOULEVARD
17	2541 W SCHMALZ BOULEVARD
18	2521 W SCHMALZ BOULEVARD
19	2481 W SCHMALZ BOULEVARD
20	2461 W SCHMALZ BOULEVARD
21	2441 W SCHMALZ BOULEVARD

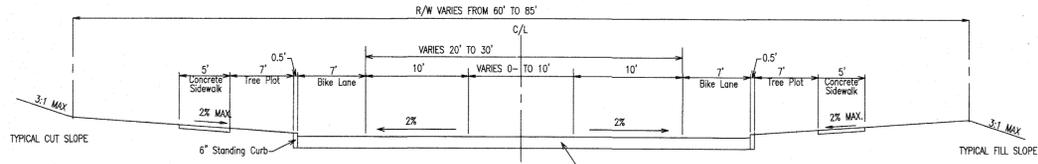
- GENERAL NOTES**
- ALL NEW CORNERS ARE TO BE MARKED WITH A 5/8" X 2" WITH YELLOW SBA CAPPED REBAR OR MAG NAILS.
  - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EVIDENCE OF EASEMENTS HAVE NOT BEEN LOCATED IN THE FIELD AND ARE NOT SHOWN ON THIS DRAWING.
  - ALL LOTS ZONED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



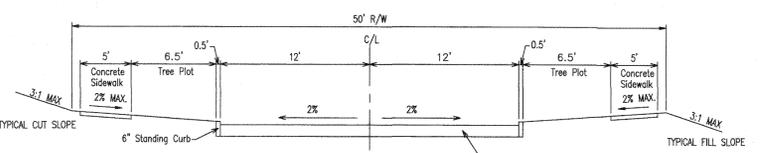
PERRY TOWNSHIP  
SECTION 7  
TOWNSHIP 8 NORTH  
RANGE 1 WEST

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

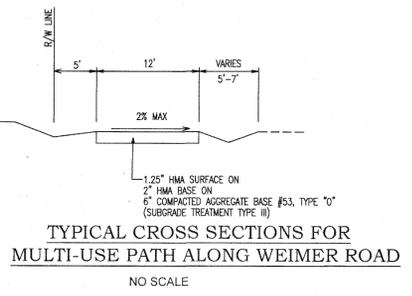
**SETBACKS**  
FRONT YARD - 35 FEET  
SIDE YARD - 20 FEET  
REAR YARD - 20 FEET



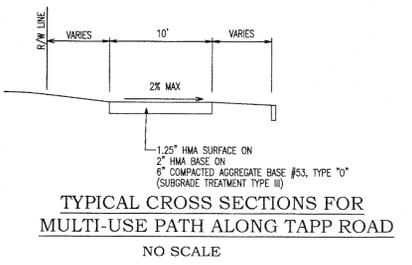
TYPICAL CROSS SECTIONS FOR VANGUARD PARKWAY PUBLIC STREET  
NO SCALE



TYPICAL CROSS SECTIONS FOR SCHMALZ BOULEVARD PUBLIC STREET  
NO SCALE



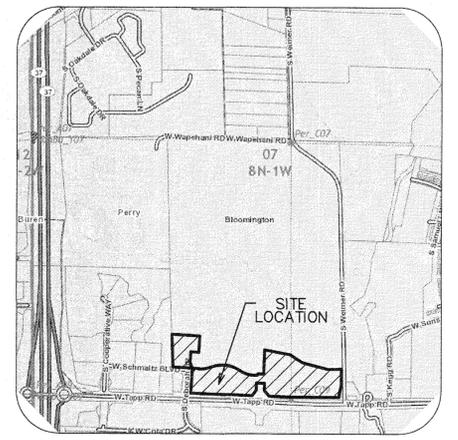
TYPICAL CROSS SECTIONS FOR MULTI-USE PATH ALONG WEIMER ROAD  
NO SCALE



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

**LEGEND**

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



LOCATION MAP  
No Scale

**MILL CREEK PHASE 2 SECTION 1 FINAL PLAT**

SMITH BREHOB & ASSOCIATES, INC., 453 S. CLARIZZ BLVD., BLOOMINGTON, INDIANA 47401  
T: 812.336.6536 W: www.smithbrehob.com



PLAT DATED: JUNE 4, 2020

**EASEMENT NOTES**

**Karst Conservancy Easement (KCE)**

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

**CONSERVANCY EASEMENT (CE)**

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

**PEDESTRIAN ACCESS EASEMENT (PAE)**

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

**UTILITY EASEMENT (UE)**

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

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

**LEGAL DESCRIPTION**

**LOT 14**

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

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 88 DEGREES 57 MINUTES 59 SECONDS WEST (INDIANA STATE PLANE, WEST ZONE) ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 1320.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER AND THE SOUTHEAST CORNER OF MILL CREEK, PHASE I FINAL PLAT PER THE PLAT THEREOF RECORDED AS INSTRUMENT 2005022765; THENCE NORTH 01 DEGREE 42 MINUTES 16 SECONDS WEST ALONG THE EAST LINE OF SAID PLAT 337.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 42 MINUTES 16 SECONDS WEST ALONG SAID EAST LINE 336.90 FEET; THENCE SOUTH 86 DEGREES 27 MINUTES 56 SECONDS EAST 292.33 FEET; THENCE SOUTH 03 DEGREES 32 MINUTES 04 SECONDS WEST 172.31 FEET; THENCE NORTH 88 DEGREES 27 MINUTES 56 SECONDS WEST 84.00 FEET; THENCE SOUTH 03 DEGREES 32 MINUTES 04 SECONDS WEST 115.71 FEET; THENCE SOUTH 22 DEGREES 35 MINUTES 04 SECONDS EAST 48.91 FEET TO THE NORTH LINE OF LAND CONTAINED IN INSTRUMENT 2017005679; THENCE NORTH 87 DEGREES 29 MINUTES 23 SECONDS WEST ALONG SAID NORTH LINE 199.13 FEET TO THE POINT OF BEGINNING, CONTAINING 1.823 ACRES MORE OR LESS.

**ALSO**

**LOTS 15-22**

A PART OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 42 MINUTES 30 SECONDS WEST (INDIANA STATE PLANE, WEST ZONE) 38.38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEST TAPP ROAD PER INSTRUMENT 2011009107, AND THE POINT OF BEGINNING, THE NEXT (9) COURSES ARE ALONG SAID INSTRUMENT; (1) THENCE NORTH 89 DEGREES 46 MINUTES 39 SECONDS WEST 65.23 FEET; (2) THENCE NORTH 88 DEGREES 14 MINUTES 38 SECONDS WEST 246.40 FEET; (3) THENCE NORTH 40 DEGREES 37 MINUTES 36 SECONDS WEST 79.24 FEET; (4) THENCE NORTH 02 DEGREES 03 MINUTES 13 SECONDS EAST 75.00 FEET; (5) THENCE NORTH 87 DEGREES 56 MINUTES 47 SECONDS WEST 85.00 FEET; (6) THENCE SOUTH 02 DEGREES 03 MINUTES 13 SECONDS WEST 75.00 FEET; (7) THENCE SOUTH 36 DEGREES 21 MINUTES 08 SECONDS WEST 71.64 FEET; (8) THENCE NORTH 88 DEGREES 14 MINUTES 38 SECONDS WEST 81.93 FEET; (9) THENCE NORTH 87 DEGREES 38 MINUTES 01 SECONDS WEST 546.75 FEET TO THE EAST LINE OF LAND CONTAINED IN INSTRUMENT 2017005679; THENCE NORTH 03 DEGREES 43 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE 264.15 FEET; THENCE SOUTH 87 DEGREES 07 MINUTES 35 SECONDS EAST 44.96 FEET; THENCE SOUTH 02 DEGREES 52 MINUTES 25 SECONDS WEST 6.00 FEET; THENCE SOUTH 87 DEGREES 07 MINUTES 35 SECONDS EAST 6.95 FEET; THENCE NORTHEASTERLY 102.27 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 82 DEGREES 13 MINUTES 10 SECONDS EAST 101.68 FEET; THENCE NORTH 71 DEGREES 33 MINUTES 56 SECONDS EAST 37.84 FEET; THENCE SOUTHEASTERLY 288.52 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 83 DEGREES 00 MINUTES 07 SECONDS EAST 279.14 FEET; THENCE SOUTH 57 DEGREES 34 MINUTES 09 SECONDS EAST 25.67 FEET; THENCE SOUTHEASTERLY 153.45 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 73 DEGREES 33 MINUTES 17 SECONDS EAST 151.47 FEET; THENCE SOUTH 89 DEGREES 32 MINUTES 25 SECONDS EAST 24.96 FEET; THENCE NORTHEASTERLY 19.29 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 12.50 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 46 DEGREES 15 MINUTES 24 SECONDS EAST 17.43 FEET; THENCE NORTH 02 DEGREES 03 MINUTES 13 SECONDS EAST 2.55 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 47 SECONDS EAST 65.00 FEET; THENCE NORTH 02 DEGREES 03 MINUTES 13 SECONDS EAST 255.63 FEET; THENCE SOUTH 79 DEGREES 29 MINUTES 39 SECONDS EAST 272.44 FEET; THENCE SOUTH 57 DEGREES 39 MINUTES 11 SECONDS EAST 159.73 FEET; THENCE SOUTH 75 DEGREES 35 MINUTES 55 SECONDS EAST 275.46 FEET; THENCE NORTH 88 DEGREES 20 MINUTES 31 SECONDS EAST 166.52 FEET TO EAST LINE OF LAND CONTAINED IN BOOK 327/440; THENCE SOUTH 01 DEGREES 42 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE 158.57 FEET TO THE AFORESAID LAND IN INSTRUMENT 2011009107, THE NEXT (3) COURSES ARE ALONG SAID INSTRUMENT; (1) THENCE NORTH 89 DEGREES 58 MINUTES 01 SECONDS WEST 21.27 FEET; (2) THENCE SOUTH 00 DEGREES 04 MINUTES 56 SECONDS EAST 140.39 FEET; (3) THENCE NORTH 89 DEGREES 46 MINUTES 39 SECONDS WEST 461.96 FEET TO THE POINT OF BEGINNING, CONTAINING 11.486 ACRES MORE OR LESS.

**OWNER CERTIFICATION**

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

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

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

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

EXECUTED THIS 4th DAY OF June, 2020.

BY: Theodore J. Ferguson, ITS PRESIDENT

BY: David L. Ferro-Soul, ITS SECRETARY ASSISTANT

**NOTARY CERTIFICATION**

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

WITNESS MY HAND AND NOTARIAL SEAL THIS 4th DAY OF June, 2020.

Lois S. Chandler, NOTARY PUBLIC, SIGNATURE

Lois S. Chandler, NOTARY PUBLIC, PRINTED

COUNTY OF RESIDENCE: Monroe County

MY COMMISSION EXPIRES: 06/30/2023

COMMISSION NO: 662419

**PLAN COMMISSION AND BOARD OF PUBLIC WORKS**

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

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

PRESIDENT

MEMBER

MEMBER

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD:

THERESA PORTER, DIRECTOR OF PLANNING AND TRANSPORTATION

PRESIDENT OF PLAN COMMISSION

**SURVEYOR'S CERTIFICATE**

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

DATED THIS 4th DAY OF MAY, 2020.

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



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

**SURVEYOR'S REPORT**

JOB NUMBER: 5449 TYPE OF SURVEY: ORIGINAL AND RETRACEMENT SURVEY CLASS OF SURVEY: URBAN SURVEY (865 IAC 1-12) FIELD WORK COMPLETED: JANUARY 2018 LOCATION OF SURVEY: TAPP ROAD AND WEIMER ROAD, BLOOMINGTON, INDIANA

IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12 (RULE 12) OF THE INDIANA ADMINISTRATIVE CODE (IAC), THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE UNCERTAINTY IN THE POSITION OF THE LINES AND CORNERS ESTABLISHED AND/OR REESTABLISHED ON THIS SURVEY AS A RESULT OF:

- 1) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS.
2) CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S) USED AND/OR THE ADJOINER'S DESCRIPTIONS.
3) OCCUPATION OR POSSESSION LINES.
4) MEASUREMENTS (RELATIVE POSITIONAL ACCURACY).

NOTE: THERE MAY EXIST UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES.

- 1) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS MONUMENTS USED IN PERFORMANCE OF THIS SURVEY ARE LABELED HEREON. UP TO 1.5 FEET OF UNCERTAINTY.
2) CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S) NONE
3) OCCUPATION OR POSSESSION LINES POSSESSION LINES AT THE TIME OF THE SURVEY ARE CONSISTENT WITH THE ESTABLISHED LINES.
4) MEASUREMENTS (RELATIVE POSITIONAL ACCURACY) URBAN SURVEY (+/- 0.07 FOOT PLUS 50 PARTS PER MILLION) AS DEFINED IN 865 IAC 1-12, EFFECTIVE MAY 4, 2006.
THEORY OF LOCATION THE SUBJECT PROPERTY WAS PREVIOUSLY SURVEYED BY THIS FIRM IN PERFORMANCE OF JOBS 989-B AND 3317. MONUMENTATION AND SURVEY CONTROL FROM THE PRIOR SURVEYS WERE HELD FOR THIS SURVEY. THE NEW BOUNDARY LINES WERE RUN AT THE DIRECTION OF THE CLIENT.

**MILL CREEK PHASE 2 SECTION 1 FINAL PLAT**

SMITH BREHOB & ASSOCIATES, INC., 453 S. CLARIZZ BLVD., BLOOMINGTON, INDIANA 47401 T: 812.336.6536 W: www.smithbrehob.com

JOB 5449 PAGE 2 OF 2



PLAT DATED: JUNE 4, 2020



## Board of Public Works Staff Report

---

**Project/Event:** Request from Indiana University for temporary closure of E 10<sup>th</sup> St between Fee lane and Jordan Ave

**Staff Representative:** Sara Gomez

**Petitioner/Representative:** Indiana University / Joel Stevens

**Date:** June 9<sup>th</sup>, 2020

---

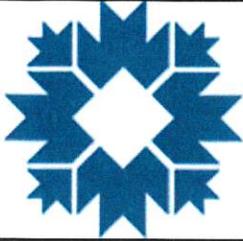
**Report:** Indiana University in conjunction with Rundell Ernstberger Associates (REA) is requesting a road and sidewalk closure on E 10<sup>th</sup> St as part of the IU pedestrian midblock crossing project located on E 10<sup>th</sup> St between Fee Lane and Jordan Ave. This request is to accommodate demolition and reconstruction of the current midblock crossing and adjacent sidewalks. The road and sidewalk closures would be in place from June 15<sup>th</sup>, 2020 through July 31<sup>st</sup>, 2020.

Indiana University and REA supplied maintenance of traffic plans for all closures. Pedestrian access to the Library and to SPEA will remain throughout construction. A detour for vehicle traffic will be in place from Fee Lane to Law Lane. They have also reached out to Bloomington Transit, City of Bloomington Police, City of Bloomington Fire Dept., and IU Campus Shuttle to notify them of this request. The timing of this work has been coordinated with Public Works staff due to the previously scheduled paving of 10<sup>th</sup> St which is planned to occur at the beginning of August before IU is partially open for Fall semester.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to IU and REA for the temporary road and sidewalk closures on E 10<sup>th</sup> St.

**Recommend**  **Approval**  **Denial by**

*Sara Gomez*



# City of Bloomington

## Public Works Department

401 N Morton Street, Suite 120  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3410  
Fax: (812) 349-3520  
Email: Public.Works@bloomington.in.gov

### Street or Traffic Lane Closure Permit Application

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

Location: E. 10<sup>th</sup> Street N. Fee Ln. N. Jordan Ave.  
(Street) (From) (To)

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

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

**Date(s) of Closure:** From 6/15/2020 To 7/31/2020  
> 2 weeks?  Yes  No

**Start Time:** \_\_\_\_\_ : \_\_\_\_\_ a.m. / p.m.

**End Time:** \_\_\_\_\_ : \_\_\_\_\_ a.m. / p.m.

**Overnight Closure Required:**  Yes  No

The applicant hereby certifies and agrees as follows:

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

#### Applicant Information:

Name or Organization: Milestone Contractors LP

Contact Person (Printed Name): Josh Burris

Contact Email: jburris@milestonelp.com Contact Phone No.: 812-320-9293

Signature: [Signature] Date: 6-4-2020

#### For Administration Use Only

Approved By: \_\_\_\_\_  BPW  City Engineer  Director Date: \_\_\_\_\_

Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date: \_\_\_\_\_

**RUNDELL ERNSTBERGER ASSOCIATES**email | [reindy@reasite.com](mailto:reindy@reasite.com) | internet | [www.reasite.com](http://www.reasite.com)

June 4, 2020

Board of Public Works  
City of Bloomington  
401 N. Morton Street, Suite 120  
Bloomington, IN 47404

**Re: 20192019 BL000A – Tenth Street Pedestrian Crossing (O’Neill School/Wells Library)  
Request for Full Lane Closure**

Dear Board Members,

Indiana University (IU) is planning to reconstruct the pedestrian midblock crossing at the 1300 block of East Tenth Street. The scope of work includes excavation and demolition of the existing median and adjacent roadway; installation of new storm inlets; construction of new median curb, roadway pavement, and sidewalk; and installation of new landscape treatment within the crosswalk median.

In order to facilitate this project, Indiana University, along with its design consultant, Rundell Ernstberger Associates, Inc. (REA) is respectfully requesting the temporary closure of the eastbound and westbound travel lanes of E. Tenth Street between N. Jordan Avenue and N. Fee Lane, as well as the closure of sidewalks along the north and east side of E. Tenth Street, in accordance with the attached Maintenance of Traffic Plan. IU is requesting this closure to begin Monday, June 15, 2020 through Friday, July 31, 2020. The project is anticipated to be substantially complete on Friday, July 31, 2020.

IU will coordinate with the City of Bloomington and the City of Bloomington Utilities, local law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, IU respectfully requests that the Board of Public Works approves the restrictions necessary for a full lane closure referenced above from June 15, 2020 through July 31, 2020.

Kind regard,

Kyle Koger, PLA  
Landscape Architect/Project Manager

Enclosure



**APPROACH  
CONSTRUCTION NOTES**

1. DURING THE CONSTRUCTION OF ANY OF THE PROJECT ACCESS ENTRANCES/APPROACHES, THE FLAGGING OF TRAFFIC (TWO-WAY) WILL BE REQUIRED AND A LANE SHIFT/CLOSURE MAY BE NEEDED AT APPROACH ON 10th STREET, WHERE MULTIPLE LANES EXIST FOR BOTH NORTH AND SOUTH TRAVEL. CONDITIONS, REFER TO INDOT AND MUTCD MOST CURRENT EDITION FOR SIGN HEIGHTS AND BARREL SPACING WITH INDIANA AMENDMENTS.

**CONSTRUCTION ACCESS,  
STAGING, AND PHASING NOTES**

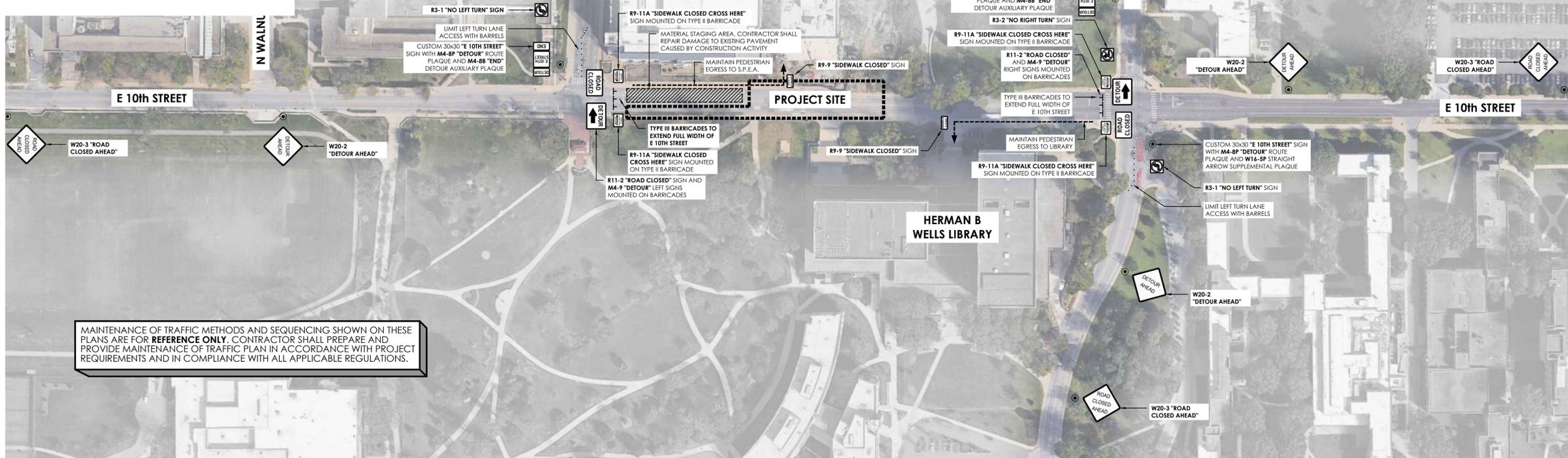
1. CONTRACTOR SHALL PROVIDE CONSTRUCTION FENCING AS NECESSARY TO PROTECT SITE AND STORED MATERIALS. REFER TO SPECIFICATION FOR ADDITIONAL REQUIREMENTS.
2. STAGE CONSTRUCTION ACTIVITIES WITHIN CONSTRUCTION LIMIT AREAS TO THE GREATEST EXTENT POSSIBLE. CONTRACTOR MAY STAGE AND STORE MATERIALS ON SITE. THE CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRS TO DAMAGE OF AREAS OUTSIDE THE CONSTRUCTION LIMIT LINE AS A RESULT OF CONSTRUCTION ACTIVITY IN THIS AREA. PHOTO DOCUMENT EXISTING CONDITIONS OF SITE LOT PRIOR TO STARTING CONSTRUCTION.
3. CONTRACTOR SHALL COORDINATE WITH INDIANA UNIVERSITY FOR ANY OFF-SITE MATERIAL STORING ON UNIVERSITY-OWNED PROPERTY.
4. PHASE CONSTRUCTION ACTIVITIES TO MINIMIZE CLOSURE OF PEDESTRIAN PATHS IMMEDIATELY AROUND SITE. COORDINATE WITH OWNER WHEN CLOSURE IS NECESSARY.
5. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL CODES, ORDINANCES, REGULATIONS, AND REQUIREMENTS NECESSARY TO COMPLETE THE WORK. THIS INCLUDES PROVISIONS FOR MAINTENANCE OF TRAFFIC, CONSTRUCTION, AND THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA).

**TEMPORARY WORK ZONE  
ADJACENT TO TRAVEL LANE**

1. FOR WORK ZONES OCCUPYING A LOCATION FOR A SHORT DURATION (EITHER LESS THAN 1 HOUR OR A WORK ZONE THAT MOVES INTERMITTENTLY OR CONTINUOUSLY), MOVEMENTS FROM EACH END SHALL BE COORDINATED BY FLAGGERS IF TRAFFIC IS FORCED TO USE A SINGLE LANE FOR A LIMITED DISTANCE.
2. WHEN THE TEMPORARY TRAFFIC CONTROL ZONE IS SHORT ENOUGH TO ALLOW A FLAGGER TO SEE FROM ONE END OF THE ZONE TO THE OTHER, TRAFFIC WILL BE CONTROLLED BY A FLAGGER AT EACH END OF THE SECTION.
3. FOR WORK ZONES OCCUPYING A LOCATION GREATER THAN 12 HOURS, BARRICADES AND/OR CONES SHALL BE USED. THE SPACING OF BARRICADES AND CONES SHALL BE AS FOLLOWS:
  - 3.1. FOR TAPER, THE SPACING SHALL BE NUMERICALLY EQUAL IN FEET TO THE POSTED SPEED LIMIT IN MILES PER HOUR WITH A MINIMUM SPACING OF 20 FEET.
  - 3.2. FOR TANGENTS WHEN THE POSTED SPEED IS 40 M.P.H. OR GREATER, THE SPACING SHALL BE 100 FEET.
  - 3.3. FOR TANGENTS WHEN THE POSTED SPEED IS LESS THAN 40 M.P.H., THE SPACING SHALL BE 50 FEET.

**TRAFFIC CONTROL AND  
PROJECT SEQUENCING NOTES**

1. PROPOSED CONDITIONS SHOWN LIGHTLY ON PLAN FOR REFERENCE. REFER TO SITE LAYOUT PLAN.
2. THIS PLAN INDICATES A POSSIBLE SCENARIO FOR TRAFFIC CONTROL DURING CONSTRUCTION. NOT ALL REQUIRED SIGN AND BARRICADES ARE SHOWN.
3. THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS FOR VARIOUS SEGMENTS OF CONSTRUCTION.
4. THE CONTRACTOR SHALL SUBMIT THEIR PROPOSED TRAFFIC CONTROL PLANS ALONG WITH PROJECT SCHEDULE AND SEQUENCE AS PER THE GENERAL NOTE AND THE DETAILED SPECIFICATIONS. TRAFFIC CONTROL PLANS SHALL BE PREPARED BY A PERSON ACTIVELY WORKING IN THE FIELD OF TRAFFIC CONTROL. THE PLANS PREPARER SHALL ALSO BE WELL VERSED AND KNOWLEDGEABLE IN THE MUTCD AND IN PREPARATION OF TRAFFIC CONTROL PLANS. THE CITY MAY REQUEST DOCUMENTATION OF THE PLANS PREPARER'S QUALIFICATIONS, ETC.
5. TRAFFIC CONTROL SHALL BE IN COMPLIANCE WITH THE MUTCD, THE STANDARD SPECIFICATIONS, AND DETAILS SPECIFICATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE SIGNS AND PLACEMENT OF SAID SIGNS IN COMPLIANCE WITH THE MUTCD (LATEST EDITION) AND THE CURRENT INDOT STANDARDS.
7. THE CONTRACTOR SHALL TEMPORARILY REMOVE AND/OR CONCEAL EXISTING SIGNS, TRAFFIC CONTROL DEVICES, AND PAVEMENT MARKINGS THAT ARE IN CONFLICT WITH PROPOSED MAINTENANCE OF TRAFFIC ROUTES. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SIGNS CONCEALING MEASURES AND RESETTling EXISTING SIGNS UPON ISSUANCE OF SUBSTANTIAL COMPLETION.
8. ROAD CLOSURE SIGNS AND ASSOCIATED TRAFFIC CONTROL DEVICES SHALL BE IN PLACE A MINIMUM OF 3 WEEKS PRIOR TO BEGINNING OF WORK.
9. SEE INDOT DETAIL NO. E 801-TCLC-07 FOR TRAFFIC CONTROL FOR SHOULDER WORK.
10. SEE INDOT DETAIL NO. E 801-TCOV-04 AND E 801-TCOV-02 FOR TYPE III BARRICADE AND CHANNELIZING DEVICE REQUIREMENTS.
11. CONTRACTOR SHALL COORDINATE PLACEMENT OF TRAFFIC CONTROL DEVICES FOR SCOPE OF THIS WORK WITH THE WORK OF ADJACENT AND CONCURRENT CONSTRUCTION PROJECTS. INSTALL TRAFFIC CONTROL DEVICES TO PREVENT CONFLICT WITH WORK NOT INDICATED IN THIS CONTRACT. ADJUST LOCATION SHOWN ON THIS PLAN AS NECESSARY.
12. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS, INCLUDING BUT NOT LIMITED TO CONSTRUCTION IN A RIGHT-OF-WAY PERMIT PRIOR TO CONSTRUCTION.



MAINTENANCE OF TRAFFIC METHODS AND SEQUENCING SHOWN ON THESE PLANS ARE FOR REFERENCE ONLY. CONTRACTOR SHALL PREPARE AND PROVIDE MAINTENANCE OF TRAFFIC PLAN IN ACCORDANCE WITH PROJECT REQUIREMENTS AND IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS.

1 MAINTENANCE OF TRAFFIC PLAN  
SCALE: 1" = 100'

**RUNDELL  
ERNSTBERGER  
ASSOCIATES**  
Landscape Architecture + Urban Design + Land Planning  
618 East Market Street, Indianapolis, IN 46202  
TE [317] 263.0127 FX [317] 263.2080

**EAGLE RIDGE  
CIVIL ENGINEERING SERVICES, LLC**  
CIVIL ENGINEERING  
3210 Laurel Oak Drive, Avon, Indiana 46123  
ph: 317-370-9672 e: bridgway@eagleridgecivil.com

PREPARED FOR:  
**INDIANA UNIVERSITY BOARD OF TRUSTEES**  
MICHAEL J. MIRRO, M.D., CHAIR  
Franklin Hall, Room 200  
601 E. Kirkwood Avenue,  
Bloomington, Indiana 47405

PROJECT:  
**20192019 BLO00A - TENTH STREET  
PEDESTRIAN CROSSING  
(O'NEILL SCHOOL/WELLS LIBRARY)**  
INDIANA UNIVERSITY BLOOMINGTON  
IU PROJECT # 20192019

REVISIONS:

NO.	BY	DESCRIPTION	DATE

**COPYRIGHT NOTICE:**  
THE CONCEPT, IDEAS, DESIGN, PLANS, AND DETAILS AS SHOWN ON THIS DOCUMENT ARE THE SOLE PROPERTY OF RUNDELL ERNSTBERGER ASSOCIATES, AND WERE CREATED, DEVELOPED, AND PREPARED FOR USE ON THIS SPECIFIC PROJECT. NONE OF THE CONCEPTS, IDEAS, DESIGN, PLANS, AND DETAILS SHALL BE USED BY ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE EXPRESS WRITTEN CONSENT OF RUNDELL ERNSTBERGER ASSOCIATES. THE OWNER/CLIENT SHALL BE PERMITTED TO REAM COPY FOR INFORMATION AND REFERENCE IN CONNECTION WITH THIS PROJECT.

DRAWING NAME:  
**MAINTENANCE OF TRAFFIC PLAN**

CERTIFICATION:

RE Project #:	201590
Date:	05/11/20
Drawn by:	KDK
Reviewed by:	PA/KO

DRAWING #:  
**G002**

File: P:\1590\10th Street Pedestrian Crossing.dwg, sheets\1.E. Option\_G002 - Maintenance of Traffic.dwg



## Board of Public Works Staff Report

---

**Project/Event:** Approve Change Order #4 for the Kirkwood Maintenance Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Roy Aten

**Date:** June 9<sup>th</sup>, 2020

---

**Report:** This local project was let on November 20th, 2019 and awarded to E&B Paving Inc. on November 26th, 2019 in the amount of \$1,057,857.95. Change Order #1 was approved on April 14, 2020 for an additional \$20,735 for the use of colored concrete. Change orders #2 and #3 were approved on May 26th, 2020 in the amounts of \$3,160.00 and \$2,520.00. Work began on April 1st, 2020 and substantial completion of the project is scheduled for June 30th, 2020. Public Works is now requesting the approval of change order #4 in the amount of \$10,223.60. During construction it was discovered that four of the original 100 bollards could not be placed due to utility conflicts. This change order will move those four bollards to the alleys between Grant and Dunn. The cost of the bollards are already included in the cost of the project. This change order will add the cost of the installation of the new footers. Approval will raise the contract price by \$10,223.60 to \$1,094,496.55. No additional days are being added as a result of this change order.

**Recommendation and Supporting Justification:** City Staff has reviewed the change order and is recommending approval.

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



**E&B PAVING . Inc**  
*World-Class Solutions at a Local Level<sup>SM</sup>*

May 26, 2020

Mr. Roy Aten  
City of Bloomington

Re: Kirkwood Avenue Bollard in Alley

Mr. Aten,

As requested, we are providing you pricing to install the 4 remaining bollards left from necessary changes to the bollard installations along Kirkwood Avenue due to conflicts with existing utilities.

To install these bollards on the north and south side of Kirkwood at the alley between Grant and Dunn we will expect payment at the established unit prices for the items plus an additional \$3,475.00 for lost productivity due to smaller quantities and tight work area.

Please let us know how to proceed on this matter ASAP.

Sincerely,

Garrett Gough

# CHANGE ORDER



Project Name:	Change Order Number:	4	Requested By:	Owner	<input checked="" type="checkbox"/>
Kirkwood Maintenance Project	Date of Change Order:	Tuesday, June 9, 2020	Engineer		<input type="checkbox"/>
Contractor:	Engineer's Project #:	BC-2019-132-CN	Contractor		<input type="checkbox"/>
E&B Paving, Inc.	NTP Date:	Wednesday, April 1, 2020	Field		<input type="checkbox"/>
2520 W. Industrial Park Drive	Allowable Calendar Days	90 (includes holiday's)	Other		<input type="checkbox"/>
Bloomington, Indiana 47404	Previous Completion Date	Tuesday, June 30, 2020			

**The Contract is changed as follows:**

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

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	203-02000, COMMON EXCAVATION - FOR FOOTERS	15.4	\$125.00 / CYD	1,925.00
2	702-51015, CONCRETE B, FOOTINGS	5	\$925.72 / CYD	4,628.60
3	703-06028, REINFORCING BARS	65	\$3.00 / LBS	195.00
4	RELOACTION OF BOLLARDS TO ALLEY	1	\$3,475.00 / LUMP SUM	3,475.00
5		0	\$0.00 /	0.00
6		0	\$0.00 /	0.00
7		0	\$0.00 /	0.00
8		0	\$0.00 /	0.00
9		0	\$0.00 /	0.00

The original Contract Sum:	<u>\$1,057,857.95</u>
The net change by previously authorized Change Orders:	<u>\$26,415.00</u>
The Contract Sum prior to this Change Order was:	<u>\$1,084,272.95</u>
The Contract Sum will be changed by this Change Order in the amount of:	<u>\$10,223.60</u>
The new Contract Sum including this Change Order will be:	<u>\$1,094,496.55</u>
The Contract Time will be changed by:	<u>0 Calendar Day(s)</u>
The date of Substantial Completion as of the date of this Change Order therefore is:	<u>Tuesday, June 30, 2020</u>

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

**NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER**

Senior Project Manager	E&B Paving, Inc.	Board of Public Works
ENGINEER	CONTRACTOR	OWNER
401 North Morton Street	2520 W. Industrial Park Drive	401 North Morton Street
ADDRESS	Bloomington, Indiana 47404	ADDRESS
	ADDRESS	
Roy Aten		
TYPED / PRINTED NAME	TYPED / PRINTED NAME	TYPED / PRINTED NAME
SIGNATURE	SIGNATURE	SIGNATURE



## Board of Public Works Staff Report

---

**Project/Event:** Adams Street Sidewalk and Intersection Improvements Change Order #3

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Russell White

**Date:** 06/09/2020

---

**Report:** On December 10, 2019, the Adams Street Sidewalk and Intersection Improvements Project was awarded to Milestone Contactors LP. This contract includes construction of a sidewalk along the east side of Adams Street from Patterson Drive to Kirkwood Avenue. This project includes traffic signal equipment at Adams Street and Kirkwood Avenue and physically *protected bicycle lanes*. This change order is the result of approved submittal for the modular block wall with structural backfill type 3. There was no pay item set up for this work. If approved this change order will result in an increase of \$12,016.42. The adjusted total contract sum would be \$1,257,732.10.



---

**Recommendation and Supporting Justification:** Change order # 3 is the result of an approved submittal for the modular block wall with structural backfill type 3 behind the aggregate drain fill stone. There was no pay item set up for this work. If approved this change order will result in an increase of \$12,016.42. The adjusted total contract sum would be \$1,257,732.10 Staff recommends approval of change order # 3 for the Adams Street Sidewalk and Intersection Improvements.

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

---

Board of Public Works  
Staff Report

# MILESTONE CONTRACTORS, L.P.

# Change Order

4755 W. Arlington Road  
 Bloomington IN 47404  
 PHONE(812) 330-2037  
 FAX (812) 330-2118

TO: City of Bloomington  
401 N Morton St  
Bloomington, In. 47402  
Attn: Mr Russel White

Change Order NO. 3  
 DATE 4/16/2020  
 OUR CONTRACT NO. 205008

PROJECT: Adams Street

LOCATION: Bloomington, IN

ITEM NOS.	DESCRIPTION	UNIT PRICE	UNIT	INCREASE		DECREASE	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
	Structural Backfill Type 3	\$53.17	CYS	226	\$12,016.42	0.00	\$0.00
							\$0.00
<b>TOTALS</b>					\$12,016.42		\$0.00
<b>NET INCREASED ESTIMATED COST</b>					\$	<b>12,016.42</b>	
<b>DECREASED</b>							

THIS CHANGE ORDER IS MADE FOR THE FOLLOWING REASONS:

Approved submittals for the modular block wall call out for structural backfill type 3 behind the aggregate drain fill stone. There was no pay item set up for this work and will be added to the contract.

ORIGINAL CONTRACT AMOUNT	\$1,259,943.00
PREVIOUS CHANGE ORDERS	(\$14,211.30)
THIS CHANGE ORDER	\$12,016.42
REVISED CONTRACT AMOUNT	<u>\$1,257,748.12</u>

TERMS OF THIS CHANGE ORDER ARE THE SAME AS THE ORIGINAL CONTRACT.

THE ABOVE CHANGE ORDER IS ACCEPTED:

**MILESTONE CONTRACTORS, L.P.**

\_\_\_\_\_  
 COMPANY NAME

Brent Foster  
 \_\_\_\_\_  
 SUBMITTED BY

\_\_\_\_\_  
 SIGNATURE/TITLE

**MILESTONE CONTRACTORS, L.P.**

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 APPROVED BY

PLEASE SIGN AND RETURN ONE COPY.

# CHANGE ORDER



Project Name:

Adams Street Sidewalk

Contractor:

Milestone Contractors LP  
4755 W Arlington Road  
Bloomington, Indiana 47404

Change Order Number: 3

Date of Change Order: Monday, April 13, 2020

Engineer's Project #:

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

Requested By:

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

**The Contract is changed as follows:**

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

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Add 211-09266 STRUCTURAL BACKFILL TYPE 3	226 CYS	/ \$53.17	\$12,016.42
2			/	\$0.00
3			/	\$0.00
4			/	\$0.00
5			/	\$0.00
6			/	\$0.00
7			/	\$0.00
8			/	\$0.00
9			/	\$0.00

The original Contract Sum:	<u>\$1,259,943.00</u>
The net change by previously authorized Change Orders:	<u>(\$16,069.82)</u>
The Contract Sum prior to this Change Order was:	<u>\$1,245,715.68</u>
The Contract Sum will be changed by this Change Order in the amount of:	<u>\$12,016.42</u>
 The new Contract Sum including this Change Order will be:	 <u>\$1,257,732.10</u>
The Contract Time will be changed by:	<u>0 days</u>
 The date of Substantial Completion as of the date of this Change Order therefore is:	 <u>Thursday, July 30, 2020</u>

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

**NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER**

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



# Board of Public Works Staff Report

**Project/Event:** Adams Street Sidewalk and Intersection Improvements Change Order #4

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Russell White

**Date:** 06/09/2020

**Report:** On December 10, 2019, the Adams Street Sidewalk and Intersection Improvements Project was awarded to Milestone Contactors LP. This contract includes construction of a sidewalk along the east side of Adams Street from Patterson Drive to Kirkwood Avenue. This project includes traffic signal equipment at Adams Street and Kirkwood Avenue and physically *protected bicycle lanes*. This change order is the result of an underdrain on the east side of Adams Street. This underdrain was connected to existing storm structures to allow it to function correctly. If approved this change order will result in an increase of \$2,550.91.

The adjusted total contract sum would be \$1,260,283.01.



**Recommendation and Supporting Justification:** Change order # 4 is the result of an underdrain that runs along the east side of Adams Street. This underdrain needed to be cored into existing storm structures to allow it to function correctly. If approved this change order will result in an increase of \$2,550.91. The adjusted total contract sum would be \$1,260,283.01. Staff recommends approval of change order #4 for the Adams Street Sidewalk and Intersection Improvements.

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





# CHANGE ORDER



Project Name:

Adams Street Sidewalk

Contractor:

Milestone Contractors LP  
4755 W Arlington Road  
Bloomington, Indiana 47404

Change Order Number: 4

Date of Change Order: Tuesday, May 19, 2020

Engineer's Project #:

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

Requested By:

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

**The Contract is changed as follows:**

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

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Core Hole in Structures	1.00 Lump Sum	/ \$2,550.91	\$2,550.91
2			/	\$0.00
3			/	\$0.00
4			/	\$0.00
5			/	\$0.00
6			/	\$0.00
7			/	\$0.00
8			/	\$0.00
9			/	\$0.00

The original Contract Sum:	<u>\$1,259,943.00</u>
The net change by previously authorized Change Orders:	<u>\$0.00</u>
The Contract Sum prior to this Change Order was:	<u>\$1,257,732.10</u>
The Contract Sum will be changed by this Change Order in the amount of:	<u>\$2,550.91</u>
 The new Contract Sum including this Change Order will be:	 <u>\$1,260,283.01</u>
The Contract Time will be changed by:	<u>0 days</u>
 The date of Substantial Completion as of the date of this Change Order therefore is:	 <u>Thursday, July 30, 2020</u>

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

**NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER**

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



## Board of Public Works Staff Report

---

**Project/Event:** Adams Street Sidewalk and Intersection Improvements Change Order #5

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Russell White

**Date:** 06/09/2020

---

**Report:** On December 10, 2019, the Adams Street Sidewalk and Intersection Improvements Project was awarded to Milestone Contactors LP. This contract includes construction of a sidewalk along the east side of Adams Street from Patterson Drive to Kirkwood Avenue. This project includes traffic signal equipment at Adams Street and Kirkwood Avenue and physically *protected bicycle lanes*. This change order is the result of unexpected class X excavation and a change to the island at Kirkwood and Adams to accommodate the Fire Department. If approved this change order will result in an increase of \$1,086.57. The adjusted total contract sum would be \$1,261,369.58.



---

**Recommendation and Supporting Justification:** Change order #5 is the result of unexpected class X excavation and a change to the island at Kirkwood and Adams to accommodate the Fire Department. If approved this change order will result in an increase of \$1,086.57. The adjusted total contract sum would be \$1,261,369.58. Staff recommends approval of change order #5 for the Adams Street Sidewalk and Intersection Improvements.

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

---

Board of Public Works  
Staff Report



# CHANGE ORDER



Project Name:

Adams Street Sidewalk

Contractor:

Milestone Contractors LP  
4755 W Arlington Road  
Bloomington, Indiana 47404

Change Order Number: 5

Date of Change Order: Tuesday, May 19, 2020

Engineer's Project #:

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

Requested By:

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

**The Contract is changed as follows:**

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

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	ADD CLASS X EXCAVATION	4.67 CYD	/ \$232.67	\$1,086.57
2			/	\$0.00
3			/	\$0.00
4			/	\$0.00
5			/	\$0.00
6			/	\$0.00
7			/	\$0.00
8			/	\$0.00
9			/	\$0.00

The original Contract Sum:	<u>\$1,259,943.00</u>
The net change by previously authorized Change Orders:	<u>\$0.00</u>
The Contract Sum prior to this Change Order was:	<u>\$1,260,283.01</u>
The Contract Sum will be changed by this Change Order in the amount of:	<u>\$1,086.57</u>
 The new Contract Sum including this Change Order will be:	 <u>\$1,261,369.58</u>
The Contract Time will be changed by:	<u>0 days</u>
 The date of Substantial Completion as of the date of this Change Order therefore is:	 <u>Thursday, July 30, 2020</u>

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

**NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER**

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



# Board of Public Works Staff Report

**Project/Event:** Temporary Closure of Kirkwood Avenue and Temporary Expansion of Seating Encroachments; Resolution 2020-28

**Petitioner/Representative:** City of Bloomington Economic and Sustainable Development

**Staff Representative:** Michael Rouker, City Attorney and Alex Crowley, Director of Economic and Sustainable Development

**Meeting Date:** June 9, 2020

For the weekend of June 19, 2020, and potentially during future weekends, the City is planning on closing portions of Kirkwood Avenue and expanding existing seating and merchandising encroachments further into the right-of-way. These measures are designed to assist the local business community by adding seating and merchandising capacity as part of our ongoing economic recovery from the COVID-19 pandemic.

As part of this expansion, the City Council will be waiving certain requirements in Title 12 of the Municipal Code governing seating and merchandising encroachments. Resolution 2020-28 formalizes these changes, which are also going to be formalized by the City Council via Ordinance 2020-11.

Staff strongly supports the expansion of seating and merchandising capacity during road closures further into the right-of-way, and therefore staff recommends that the Board adopt Resolution 2020-28.

Respectfully Submitted,

Michael Rouker  
City Attorney

**RESOLUTION 2020-28**

**Authorizing the Planning & Transportation Department to Utilize an Alternative Procedure for Sidewalk Seating and Merchandising Encroachments and to Approve Applications for Said Encroachments as Part of an Initiative to Assist the Local Business Community's Recovery Following the COVID-19 Pandemic**

- WHEREAS, the City of Bloomington, along with the rest of the country, remains in the midst of a public health emergency due to the COVID-19 pandemic; and
- WHEREAS, both state and federal governments have declared a disaster emergency for the COVID-19 pandemic; and
- WHEREAS, on March 16, 2020, Governor Holcomb issued Executive Order 20-04, which ordered food service establishments to close service to in-person patrons; and
- WHEREAS, on March 23, 2020, Governor Holcomb issued Executive Order 20-08, which ordered all non-essential businesses to close; and
- WHEREAS, businesses throughout Bloomington have suffered due to the ongoing pandemic and subsequent economic fallout from required closures; and
- WHEREAS, in accordance with *Ordinance 20-09 To Amend Title 2 of the Bloomington Municipal Code Entitled "Administration and Personnel" and to Grant Authority to Act in Accordance with Declared Disaster Emergencies - Re: Amending 2.22.030 Entitled "Employee Policies" and Complying with the State of Indiana's Declaration of Disaster Emergency under I.C. § 10-14-3-12* and the powers it may exercise under Home Rule, the City is taking several proactive measures to assist the Bloomington business community's recovery; and
- WHEREAS, pursuant to Chapter 12.06 of the Bloomington Municipal Code, the Board has authority to grant final approval of all sidewalk seating and merchandising encroachment applications; and
- WHEREAS, the City Council is currently considering Ordinance 20-11 which proposes a temporary waiver of certain formalities related to seating and merchandising encroachments and other municipal regulations, and
- WHEREAS, among the measures being taken by the City to address the economic fallout felt by Bloomington's local business community is a request that the City close portions of Kirkwood Avenue to vehicular traffic in order to expand seating capacity into the right-of-way so that local businesses may safely serve additional patrons; and
- WHEREAS, a temporary relaxation of the City's seating and merchandising encroachment regulations would assist the local business community with its ongoing recovery;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS FOR THE CITY OF BLOOMINGTON, INDIANA,**

Section 1. For the weekend of June 19 through June 21, 2020, for the limited purpose of those areas along Kirkwood Avenue where the City will be closing the roadway to vehicular traffic, the City's Seating and Merchandising Encroachment Application and other rules related to seating and merchandising encroachments are modified as described in proposed City Council Ordinance 20-11, portions of which are copied below. The specific temporary measures related to sidewalk seating and merchandising encroachments are as follows:

1. Allow the Kirkwood Community Association to submit a single application for an additional Seating & Merchandizing Encroachment on behalf of all participating restaurants.
2. The following portions of the City's application for a seating and/or merchandising encroachment shall be temporarily suspended or modified:

Under Seating and Retail Requirements:

Suspend:

“(1) Proposed use, materials, colors and design”

“(2) Relationship of the outdoor seating to the adjacent existing building with identified uses and entrances;”

“(5) The existing and proposed circulation pattern for pedestrians and other ambulatory citizens with exact dimensions of the clear straight pathway;”

Add:

Require proof of approval from the Monroe County Department of Health and, where applicable, Indiana Alcohol and Tobacco Commission.

Under Additional Requirements:

Suspend:

“(2) Application / Renewal Fee: To process an initial application, or renewal, for an outdoor seating or merchandising encroachment permit at a specific location, the fee is \$100.00. Only payment by cash, check or money order made payable to the City of Bloomington will be accepted. No application will be processed until the fee is collected in full.”

“(3) No fee shall be charged for processing applications for encroachments that will be limited to four days or less in a calendar year.”

“(4) No refund shall be made where a permit is revoked or suspended for any reason. “

Add:

Each participating business must submit a certificate of insurance to the Planning and Transportation Department establishing proof of a comprehensive general liability policy naming the City of Bloomington as additional insured to the extent of at least \$500,000 bodily injury and \$100,000 property damage, which shall be in effect during the term of this authorization.

Under Permit Issuance and Conditions:

Add:

“(1) Each permit shall be effective for *the period of approval granted by the Board of Public Works or staff, as the case may be.*”

“(7) All signage must be in compliance with the Bloomington Municipal Code *and/or any temporarily altered signage requirements.*”

Section 2. Staff at the Planning and Transportation Department are authorized to receive and give final approval to an application submitted by the Kirkwood Community Association or other Kirkwood merchants for additional seating and/or merchandising encroachments during the weekend of June 19 through June 21, 2020, and for subsequent weekends through September 30, 2020, provided that the submitted application(s) meets all requirements as modified by this Resolution and by anticipated City Council Ordinance 20-11. No additional approval from this Board shall be required.

Section 3. This Resolution shall only have any force and effect provided that the City Council passes proposed Ordinance 20-11. It is anticipated that the City Council will consider Ordinance 20-11 for final approval on June 17, 2020. In the event that Ordinance 20-11 is approved with no significant substantive changes that would have an impact on this Resolution, this Resolution may be considered to be in full force and effect upon passage of Ordinance 20-11 by the City Council.

Section 4. These unique measures are temporary in nature, and shall be in place until September 30, 2020, unless said measures are extended by the City Council or this Board, as the case may be.

PASSED AND ADOPTED by the Board of Public Works of the City of Bloomington, Monroe County, Indiana, upon this 9<sup>th</sup> day of June, 2020.

**BOARD OF PUBLIC WORKS:**

---

Kyla Cox Deckard, President

---

Beth H. Hollingsworth, Member

---

Dana Palazzo, Member



# Board of Public Works Staff Report

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

**Report:**

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

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

The following bids were received on 4.27.2020:

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

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

Total cost to repair = \$ N/A

Line Item: 452.26.26000.53650

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



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

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 43430 - Animal Adoption Fees</b>				
Veronica Casillas	01-refund adoption fee-canine-5/21/20		06/12/2020	75.00
Ebony Goldstein	01-refund adoption fee-5/18/20		06/12/2020	55.00
Phoenix Hartsburg	01-refund adoption fee-2 canines-5/16/20		06/12/2020	150.00
<b>Account 43430 - Animal Adoption Fees Totals</b>			<b>Invoice 3</b>	<b>\$280.00</b>
			Transactions	
<b>Account 52110 - Office Supplies</b>				
6530 - Office Depot, INC	01-printer stand		06/12/2020	71.99
<b>Account 52110 - Office Supplies Totals</b>			<b>Invoice 1</b>	<b>\$71.99</b>
			Transactions	
<b>Account 52210 - Institutional Supplies</b>				
4832 - Animal Care Equipment & Services, LLC	01-feral cat dens, bite sticks		06/12/2020	261.59
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine food-5/15/20		06/12/2020	68.27
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy food-5/15/20		06/12/2020	180.18
4633 - Midwest Veterinary Supply, INC	01-muzzle-5/18/20		06/12/2020	14.13
4633 - Midwest Veterinary Supply, INC	01-muzzles-5/18/20		06/12/2020	14.13
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L, XL)-5/6/20		06/12/2020	58.70
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L, XL)-5/18/20		06/12/2020	81.60
4633 - Midwest Veterinary Supply, INC	01-milk replacer, antibiotics, gloves (L, XL)-5/6/20		06/12/2020	133.81
4633 - Midwest Veterinary Supply, INC	01-pheromone spray, nebulizer, antiparasitics-5/14/20		06/12/2020	198.70
4633 - Midwest Veterinary Supply, INC	01-credit-partnership program rebate-4/23/20		06/12/2020	(225.60)
4137 - Patterson Veterinary Supply, INC	01-food bowls-5/14/20		06/12/2020	141.45



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

4137 - Patterson Veterinary Supply, INC	01-food bowls-5/14/20	06/12/2020	141.45
5819 - Synchrony Bank	01-home intuition adjustable magn	06/12/2020	19.95
5819 - Synchrony Bank	01-KN95 face masks	06/12/2020	37.44
5819 - Synchrony Bank	01-air horns (3)	06/12/2020	45.84
5819 - Synchrony Bank	01-pet corrector	06/12/2020	69.99
4666 - Zoetis, INC	01-HTW treatment, anti-parasitics-5/14/20	06/12/2020	375.60
<b>Account 52210 - Institutional Supplies Totals</b>		Invoice 17	<hr/> \$1,617.23
<b>Account 52310 - Building Materials and Supplies</b>		Transactions	
53005 - Menards, INC	01-wall register deflector	06/12/2020	4.49
<b>Account 52310 - Building Materials and Supplies Totals</b>		Invoice 1	<hr/> \$4.49
<b>Account 52430 - Uniforms and Tools</b>		Transactions	
54558 - The Uniform House, INC	01-scrub tops-5/15/20	06/12/2020	51.91
<b>Account 52430 - Uniforms and Tools Totals</b>		Invoice 1	<hr/> \$51.91
<b>Account 53130 - Medical</b>		Transactions	
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-5/7-5/21/20	06/12/2020	1,610.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-neuter surgery-5/19/20	06/12/2020	45.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-off visit, exam, diagnostics-5/13/20	06/12/2020	132.98
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-ray, bloodwork, exam, surgery-5/26/20	06/12/2020	716.94
<b>Account 53130 - Medical Totals</b>		Invoice 4	<hr/> \$2,504.92
<b>Account 53210 - Telephone</b>		Transactions	
13969 - AT&T Mobility II, LLC	28-cell phone chgs 4/12-5/11/20-ITS/PW Div/OOTM	05/27/2020	218.55
<b>Account 53210 - Telephone Totals</b>		Invoice 1	<hr/> \$218.55
<b>Account 53220 - Postage</b>		Transactions	
4487 - PMB East, INC (PakMail)	01-BOH shipping-5/27/20	06/12/2020	13.30
<b>Account 53220 - Postage Totals</b>		Invoice 1	<hr/> \$13.30
<b>Account 53310 - Printing</b>		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

8002 - Safeguard Business Systems, INC

01-request for time off forms-	06/12/2020	71.47
Account <b>53310 - Printing</b> Totals	Invoice 1	<u>\$71.47</u>
	Transactions	

Account **53540 - Natural Gas**

6769 - EDF, INC (EDF Energy Services)

06-City Fac.-Natural Gas Commodity-April 2020 management fee	06/04/2020	613.02
Account <b>53540 - Natural Gas</b> Totals	Invoice 1	<u>\$613.02</u>
	Transactions	
Program <b>010000 - Main</b> Totals	Invoice 31	<u>\$5,446.88</u>
	Transactions	

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

Account **53130 - Medical**

6529 - BloomingPaws, LLC

01-HTW treatment-5/13/20	06/12/2020	107.23
Account <b>53130 - Medical</b> Totals	Invoice 1	<u>\$107.23</u>
	Transactions	
Program <b>010001 - Donations Over \$5K</b> Totals	Invoice 1	<u>\$107.23</u>
	Transactions	
Department <b>01 - Animal Shelter</b> Totals	Invoice 32	<u>\$5,554.11</u>
	Transactions	

Department **02 - Public Works**

Program **020000 - Main**

Account **52110 - Office Supplies**

6222 - Apple, INC

02-New Keyboard for DPW Director	06/12/2020	149.00
Account <b>52110 - Office Supplies</b> Totals	Invoice 1	<u>\$149.00</u>
	Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

28-cell phone chgs 4/12-5/11/20-ITS/PW Div/OOTM	05/27/2020	41.61
Account <b>53210 - Telephone</b> Totals	Invoice 1	<u>\$41.61</u>
	Transactions	
Program <b>020000 - Main</b> Totals	Invoice 2	<u>\$190.61</u>
	Transactions	
Department <b>02 - Public Works</b> Totals	Invoice 2	<u>\$190.61</u>
	Transactions	

Department **03 - City Clerk**

Program **030000 - Main**

Account **53210 - Telephone**



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

13969 - AT&T Mobility II, LLC

03-cell phone charges 4/12-5/11/20	05/27/2020	41.61
Account <b>53210 - Telephone</b> Totals	Invoice 1	<u>\$41.61</u>
Program <b>030000 - Main</b> Totals	Transaction Invoice 1	<u>\$41.61</u>
Department <b>03 - City Clerk</b> Totals	Transaction Invoice 1	<u>\$41.61</u>
	Transaction	

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53230 - Travel**

7357 - Rachel Beyer (Employee)

04: Travel to National Food Conference (NOLA)	06/12/2020	1,306.73
Account <b>53230 - Travel</b> Totals	Invoice 1	<u>\$1,306.73</u>
	Transaction	

Account **53910 - Dues and Subscriptions**

53442 - Paragon Micro, INC

04 - Monthly Power BI allocated subscription (ESD)	06/12/2020	18.32
Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	<u>\$18.32</u>
	Transaction	
Program <b>040000 - Main</b> Totals	Invoice 2	<u>\$1,325.05</u>
	Transaction	
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Invoice 2	<u>\$1,325.05</u>
	Transaction	

Department **05 - Common Council**

Program **050000 - Main**

Account **53910 - Dues and Subscriptions**

259 - Indiana Association Of Cities & Towns (AIM)

259 - Indiana Association Of Cities & Towns (AIM)

05-Invoice 2020-IMLA Dues-D. Sherman	06/12/2020	50.00
05-Invoice 2020-IMLA Dues-S. Lucas	06/12/2020	50.00
Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 2	<u>\$100.00</u>
	Transaction	
Program <b>050000 - Main</b> Totals	Invoice 2	<u>\$100.00</u>
	Transaction	
Department <b>05 - Common Council</b> Totals	Invoice 2	<u>\$100.00</u>
	Transaction	

Department **06 - Controller's Office**

Program **060000 - Main**



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

**Account 52420 - Other Supplies**

371 - Pitney Bowes, INC

06- Ink for Postage Machine	06/12/2020	20.23
Account <b>52420 - Other Supplies</b> Totals		Invoice 1 \$20.23
	Transactions	

**Account 53160 - Instruction**

259 - Indiana Association Of Cities & Towns (AIM)

06- Curran & McMillian AIM Online SBA School	06/12/2020	200.00
Account <b>53160 - Instruction</b> Totals		Invoice 1 \$200.00
	Transactions	

**Account 53730 - Machinery and Equipment Rental**

933 - United States Postal Service

06-annual subscription for 2020-PO Box 100	06/04/2020	1,150.00
Account <b>53730 - Machinery and Equipment Rental</b> Totals		Invoice 1 \$1,150.00
	Transactions	

**Account 53910 - Dues and Subscriptions**

6520 - Vendor Registry, INC

06-Vendor Registration Tool Subscription fee 2020	06/12/2020	1,550.00
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 1 \$1,550.00
	Transactions	

**Account 53990 - Other Services and Charges**

4102 - Hyland Software, INC

06-OnBase Enterprise Content Management (ECM) Software	06/12/2020	140,004.02
--	------------	------------

4102 - Hyland Software, INC

06-OnBase Enterprise Content Management (ECM) Software	06/12/2020	28,000.83
--	------------	-----------

2128 - Van Ausdall & Farrar, INC

06-OnBase ECM-System Adm Training-C. Ingham-5/1-5/15/20	06/12/2020	3,300.00
---	------------	----------

2128 - Van Ausdall & Farrar, INC

06-OnBase ECM-Software installation & training	06/12/2020	24,000.00
--	------------	-----------

Account <b>53990 - Other Services and Charges</b> Totals		Invoice 4 \$195,304.85
	Transactions	

Program <b>060000 - Main</b> Totals		Invoice 8 \$198,225.08
	Transactions	

Department <b>06 - Controller's Office</b> Totals		Invoice 8 \$198,225.08
	Transactions	

Department **09 - CFRD**

Program **090000 - Main**

Account **53210 - Telephone**



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

13969 - AT&T Mobility II, LLC

09-cell phone charges-J. Whiteaker-4/12-5/11/20	05/27/2020	41.61
Account <b>53210 - Telephone</b> Totals	Invoice 1	<hr/> \$41.61
Program <b>090000 - Main</b> Totals	Transactions Invoice 1	<hr/> \$41.61
Department <b>09 - CFRD</b> Totals	Transactions Invoice 1	<hr/> \$41.61
	Transactions	

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

50587 - Barnes & Thornburg LLP

10 -legal services general municipal adv.-period ending 4/30/20	06/12/2020	1,937.56
Account <b>53120 - Special Legal Services</b> Totals	Invoice 1	<hr/> \$1,937.56
Program <b>100000 - Main</b> Totals	Transactions Invoice 1	<hr/> \$1,937.56
Department <b>10 - Legal</b> Totals	Transactions Invoice 1	<hr/> \$1,937.56
	Transactions	

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **52420 - Other Supplies**

7347 - Andrew B Krebbs

7347 - Andrew B Krebbs

7347 - Andrew B Krebbs

1096 - Thomas M Renneisen

11-laminating sheets (1)	06/12/2020	19.99
11-laminating sheets	06/12/2020	22.99
11-laminating sheets	06/12/2020	22.99
11-reimbursement for lunch (Fire negotiations)	06/12/2020	121.56
Account <b>52420 - Other Supplies</b> Totals	Invoice 4	<hr/> \$187.53
	Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

13969 - AT&T Mobility II, LLC

28-cell phone charges-Fire/OOTM/BPDPE/Risk-4/12-5/11/20	05/27/2020	41.39
28-cell phone chgs 4/12-5/11/20-ITS/PW Div/OOTM	05/27/2020	72.85
Account <b>53210 - Telephone</b> Totals	Invoice 2	<hr/> \$114.24
	Transactions	

Account **53310 - Printing**

129 - FedEx Office and Print Service, INC

11-COVID signs printing/cutting	06/12/2020	112.40
---------------------------------	------------	--------



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

129 - FedEx Office and Print Service, INC	11-COVID signs cutting	06/12/2020	8.07
129 - FedEx Office and Print Service, INC	11-COVID signs printing/cutting	06/12/2020	250.29
129 - FedEx Office and Print Service, INC	11-COVID signs cutting/easelbacks	06/12/2020	32.67
3892 - Midwest Color Printing, INC	11-business cards for Andrew	06/12/2020	41.50
<b>Account 53310 - Printing Totals</b>		Invoice 5	\$444.93
<b>Account 53910 - Dues and Subscriptions</b>		-----	
53442 - Paragon Micro, INC	11-PowerBI subscriptions for Innovation (May)	06/12/2020	18.32
<b>Account 53910 - Dues and Subscriptions Totals</b>		Invoice 1	\$18.32
		-----	
<b>Account 53960 - Grants</b>			
260 - Hirons & Company Communications, INC	11-city media training	06/12/2020	2,000.00
<b>Account 53960 - Grants Totals</b>		Invoice 1	\$2,000.00
		Transactions	
<b>Account 53990 - Other Services and Charges</b>			
7347 - Andrew B Krebbs	11-transcription for mayor's video 5/18	06/12/2020	7.50
<b>Account 53990 - Other Services and Charges Totals</b>		Invoice 1	\$7.50
		Transactions	
<b>Program 110000 - Main Totals</b>		Invoice 14	\$2,772.52
		Transactions	
<b>Department 11 - Mayor's Office Totals</b>		Invoice 14	\$2,772.52
		Transactions	
<b>Department 12 - Human Resources</b>			
<b>Program 120000 - Main</b>			
<b>Account 53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	28-cell phone chgs 4/12-5/11/20- HAND/HR/PKGGAR/P&T/SANIT	05/27/2020	23.15
<b>Account 53210 - Telephone Totals</b>		Invoice 1	\$23.15
		Transactions	
<b>Account 53990 - Other Services and Charges</b>			
7268 - Raftelis Financial Consultants, INC	12 Organizational Assessment Fire Dept	06/12/2020	6,197.00
7268 - Raftelis Financial Consultants, INC	12-Organizational Assessment Police Dept	06/12/2020	6,928.50
<b>Account 53990 - Other Services and Charges Totals</b>		Invoice 2	\$13,125.50
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

Program <b>120000 - Main</b> Totals		Invoice 3	\$13,148.65
Department <b>12 - Human Resources</b> Totals		Transactions	
		Invoice 3	\$13,148.65
		Transactions	
Department <b>13 - Planning</b>			
Program <b>130000 - Main</b>			
Account <b>52410 - Books</b>			
4819 - InfoUSA Marketing INC.	13-City of Bloomington Polk Directory - 2020	06/12/2020	400.00
Account <b>52410 - Books</b> Totals		Invoice 1	\$400.00
		Transactions	
Account <b>52420 - Other Supplies</b>			
5099 - Office Three Sixty, INC	13-Cubicle Furniture Contract/Installation	06/12/2020	37,753.43
53442 - Paragon Micro, INC	13-Dell Laptop+dock (replace Ryan Robling's desktop w/laptop)	06/12/2020	1,818.97
Account <b>52420 - Other Supplies</b> Totals		Invoice 2	\$39,572.40
		Transactions	
Account <b>53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	28-cell phone chgs 4/12-5/11/20-HAND/HR/PKGGAR/P&T/SANIT	05/27/2020	302.19
Account <b>53210 - Telephone</b> Totals		Invoice 1	\$302.19
		Transactions	
Account <b>53990 - Other Services and Charges</b>			
5409 - VS Engineering, INC	13 - Sare Rd Multiuse Path_Intersection Imp. Proj-4/30/20	BC 2019-142 06/12/2020	1,058.07
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1	\$1,058.07
		Transactions	
Account <b>54310 - Improvements Other Than Building</b>			
1959 - Clark Dietz INC	13 - Kirkwood Maintenance Project (CE)-4/15-4/24/20	BC 2020-27 06/12/2020	15,764.50
Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice 1	\$15,764.50
		Transactions	
Program <b>130000 - Main</b> Totals		Invoice 6	\$57,097.16
Department <b>13 - Planning</b> Totals		Transactions	
		Invoice 6	\$57,097.16
		Transactions	
Department <b>19 - Facilities Maintenance</b>			
Program <b>190000 - Main</b>			



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

**Account 52310 - Building Materials and Supplies**

423 - City Glass of Bloomington, INC	19-1/8" Acrylic 48X96 Sheet for COVID-19	06/12/2020	650.00
423 - City Glass of Bloomington, INC	19-1/4" Acrylic Sheet for COVID-19 project	06/12/2020	175.50
423 - City Glass of Bloomington, INC	19-1/4" Acrylic 48X96 Sheet for COVID-19	06/12/2020	526.50
423 - City Glass of Bloomington, INC	19-1/4" & 1/8" Acrylic Sheets for Covid-19	06/12/2020	1,247.00
9269 - Ferguson Facilities Supply, HP Products #3400	19-Disposable N95 Masks	06/12/2020	262.68
394 - Kleindorfer Hardware & Variety	19-1 saw max blade & (2) paint Fen	06/12/2020	15.87
394 - Kleindorfer Hardware & Variety	19-Tools and Supplies for Facilities Maintenance	06/12/2020	24.14
394 - Kleindorfer Hardware & Variety	19-(3) levels, for Facilities Maintenance	06/12/2020	26.45
394 - Kleindorfer Hardware & Variety	19-Tools and Supplies for Facilities Maintenance	06/12/2020	41.96
394 - Kleindorfer Hardware & Variety	19-roundup and spray bottle for Facilities Maintenance	06/12/2020	49.28
394 - Kleindorfer Hardware & Variety	19-(6) painters tape for Facilities Maintenance	06/12/2020	34.14
394 - Kleindorfer Hardware & Variety	19-goof off gel for Facilities Maintenance	06/12/2020	24.29
394 - Kleindorfer Hardware & Variety	19-drill bit & 2 ceiling hooks for Facilities Maintenance	06/12/2020	3.57
394 - Kleindorfer Hardware & Variety	19-Lobby Dust Pan for Facilities Maintenance	06/12/2020	18.49
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	19-Covid-Removable Signs for City Hall Facilities	06/12/2020	571.39

Account <b>52310 - Building Materials and Supplies</b> Totals	Invoice 15	<hr/>	\$3,671.26
	Transactions		

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	28-cell phone chgs 4/12-5/11/20-ITS/PW	05/27/2020	166.44
-------------------------------	--	------------	--------

Account <b>53210 - Telephone</b> Totals	Invoice 1	<hr/>	\$166.44
	Transactions		

**Account 53610 - Building Repairs**

32 - Cassidy Electrical Contractors, INC	19-Service to install workstations in atrium	06/12/2020	1,384.29
912 - Central Security Systems, INC	19-City Hall Com Mon Test 4/1/2020-6/30/2020	06/12/2020	150.00
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for PW Facilities	BC 2020-05 06/12/2020	1,391.26
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for PW Facilities	BC 2020-05 06/12/2020	12,489.20



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for PW Facilities	BC 2020-05	06/12/2020	992.00
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for PW Facilities	BC 2020-05	06/12/2020	757.92
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for PW Facilities	BC 2020-05	06/12/2020	1,522.20
<b>Account 53610 - Building Repairs Totals</b>		Invoice 7		<hr/> \$18,686.87
		Transactions		
<b>Account 54510 - Other Capital Outlays</b>				
321 - Harrell Fish, INC (HFI)	19 Heat pump replacement 2nd floor city hall	BC 2019-94	06/12/2020	75,025.00
<b>Account 54510 - Other Capital Outlays Totals</b>		Invoice 1		<hr/> \$75,025.00
		Transactions		
<b>Program 190000 - Main Totals</b>		Invoice 24		<hr/> \$97,549.57
		Transactions		
<b>Department 19 - Facilities Maintenance Totals</b>		Invoice 24		<hr/> \$97,549.57
		Transactions		
<b>Department 28 - ITS</b>				
<b>Program 280000 - Main</b>				
<b>Account 52420 - Other Supplies</b>				
13969 - AT&T Mobility II, LLC	28-cell phone chgs 4/12-5/11/20-ITS/PW Div/OOTM		05/27/2020	344.99
6530 - Office Depot, INC	28 - Shelving for Storing IT Equipment		06/12/2020	339.98
337 - Stansifer Radio Co, INC	28 - TimeClock Parts for Parks Dept.		06/12/2020	25.08
<b>Account 52420 - Other Supplies Totals</b>		Invoice 3		<hr/> \$710.05
		Transactions		
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>				
5437 - Columbia Telecommunications Corporation	28-digital equity research-senior analyst-April 2020		06/12/2020	455.00
5258 - Geoconvergence, LLC (39 Degrees North)	28 - ArcGIS Implementation Tasks-Inv. date 5/27/20		06/12/2020	3,375.00
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops Totals</b>		Invoice 2		<hr/> \$3,830.00
		Transactions		
<b>Account 53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	28-cell phone chgs 4/12-5/11/20-ITS/PW Div/OOTM		05/27/2020	555.20
1079 - AT&T	28-phone charges-4/20-5/19/20-#		05/27/2020	5,656.64
<b>Account 53210 - Telephone Totals</b>		Invoice 2		<hr/> \$6,211.84
		Transactions		



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

**Account 53640 - Hardware and Software Maintenance**

6728 - Precision Quality Contracting, LLC	28 - Cabling for ITS Cubicle Renovation	06/12/2020	3,912.88
3989 - Ricoh USA, INC	28-CH/off site fac.-copier maintenance - 4/17-5/16/20	06/12/2020	959.85
<b>Account 53640 - Hardware and Software Maintenance Totals</b>		Invoice 2	<u>\$4,872.73</u>
Program <b>280000 - Main</b> Totals		Transactions	
Department <b>28 - ITS</b> Totals		Invoice 9	<u>\$15,624.62</u>
Fund <b>101 - General Fund (S0101)</b> Totals		Transactions	
		Invoice 9	<u>\$15,624.62</u>
		Transactions	
		Invoice 105	<u>\$393,608.15</u>
		Transactions	

**Fund 312 - Community Services**

**Department 09 - CFRD**

**Program 090003 - Com Serv - Status of Women**

**Account 47050 - Donations**

Gail Merrill	09-WHM Lunch Sponsor/Booth-Canceled-COVID 19	06/12/2020	15.00
<b>Account 47050 - Donations Totals</b>		Invoice 1	<u>\$15.00</u>
Program <b>090003 - Com Serv - Status of Women</b> Totals		Transactions	
Department <b>09 - CFRD</b> Totals		Invoice 1	<u>\$15.00</u>
Fund <b>312 - Community Services</b> Totals		Transactions	
		Invoice 1	<u>\$15.00</u>
		Transactions	

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

**Department 25 - Telecommunications**

**Program 254000 - Infrastructure**

**Account 53750 - Rentals - Other**

12283 - Smithville Communications	25 - Internet Service and Telecom Hotel Rent - Mar - Dec 2020	05/27/2020	1,614.27
<b>Account 53750 - Rentals - Other Totals</b>		Invoice 1	<u>\$1,614.27</u>
Program <b>254000 - Infrastructure</b> Totals		Transactions	
		Invoice 1	<u>\$1,614.27</u>
		Transactions	

**Program 256000 - Services**

**Account 53150 - Communications Contract**



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

4170 - Comcast Cable Communications, INC	28-401 N Morton-business services-6/1-6/30/20		05/27/2020	149.85
12283 - Smithville Communications	25 - Internet Service and Telecom Hotel Rent - Mar - Dec 2020		05/27/2020	1,375.00
203 - INDIANA UNIVERSITY	25 - Dark Fiber - special circuits- May 2020		06/12/2020	65.00
	Account <b>53150 - Communications Contract</b> Totals		Invoice 3	<hr/> \$1,589.85
	Program <b>256000 - Services</b> Totals		Transaction Invoice 3	<hr/> \$1,589.85
	Department <b>25 - Telecommunications</b> Totals		Transaction Invoice 4	<hr/> \$3,204.12
	Fund <b>401 - Non-Reverting Telecom (S1146)</b> Totals		Transaction Invoice 4	<hr/> \$3,204.12
<b>Fund 450 - Local Road and Street(S0706)</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>53520 - Street Lights / Traffic Signals</b>				
223 - Duke Energy	02-Blue Bird Alleyway-elec bill date 5/11/20	BC 2020-01	05/27/2020	1,278.00
	Account <b>53520 - Street Lights / Traffic Signals</b> Totals		Invoice 1	<hr/> \$1,278.00
	Program <b>200000 - Main</b> Totals		Transaction Invoice 1	<hr/> \$1,278.00
	Department <b>20 - Street</b> Totals		Transaction Invoice 1	<hr/> \$1,278.00
	Fund <b>450 - Local Road and Street(S0706)</b> Totals		Transaction Invoice 1	<hr/> \$1,278.00
			Transaction	
<b>Fund 451 - Motor Vehicle Highway(S0708)</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>52420 - Other Supplies</b>				
409 - Black Lumber Co. INC	20-3rd/Madison-Underpass-supplies-graffitti removal-5/26/20		06/12/2020	31.43
313 - Fastenal Company	20-anchor bolts-Bollards on Kirkwood Ave- 5/19/20		06/12/2020	99.00
394 - Kleindorfer Hardware & Variety	20-crews-2 5 gal water cooler, cups		06/12/2020	161.98
6262 - Koenig Equipment, INC	20-chainsaw chains 16"-5/21/20		06/12/2020	41.90
786 - Richard's Small Engine, INC	20 Chainsaw supplies (bar, chisel chain, ratchet, etc)-5/18/20		06/12/2020	350.26



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

5819 - Synchrony Bank	20- Cordless Hammer Drill for Milling Machine		06/12/2020	189.99
	Account <b>52420 - Other Supplies</b> Totals	Invoice 6		<u>\$874.56</u>
		Transactions		
Account <b>53150 - Communications Contract</b>				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20 Two way Radio Services-May 2020		06/12/2020	2,321.25
	Account <b>53150 - Communications Contract</b> Totals	Invoice 1		<u>\$2,321.25</u>
		Transactions		
Account <b>53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	28-cell phone chgs 4/12-5/11/20-ITS/PW		05/27/2020	166.44
	Account <b>53210 - Telephone</b> Totals	Invoice 1		<u>\$166.44</u>
		Transactions		
Account <b>53540 - Natural Gas</b>				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-April 2020 management fee		06/04/2020	203.04
	Account <b>53540 - Natural Gas</b> Totals	Invoice 1		<u>\$203.04</u>
		Transactions		
Account <b>53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/20/20	BC 2009-52	06/12/2020	44.92
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-5/20/20		06/12/2020	34.28
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice 2		<u>\$79.20</u>
		Transactions		
Account <b>53990 - Other Services and Charges</b>				
290 - James H Drew, Corporation	20 Repair for Traffic Signal damage Hillside & Walnut due accid		06/12/2020	6,431.73
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1		<u>\$6,431.73</u>
		Transactions		
	Program <b>200000 - Main</b> Totals	Invoice 12		<u>\$10,076.22</u>
		Transactions		
	Department <b>20 - Street</b> Totals	Invoice 12		<u>\$10,076.22</u>
		Transactions		
	Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals	Invoice 12		<u>\$10,076.22</u>
		Transactions		
Fund <b>452 - Parking Facilities(S9502)</b>				
Department <b>26 - Parking</b>				
Program <b>260000 - Main</b>				



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

**Account 52210 - Institutional Supplies**

6172 - The Tamis Corporation	26-Jersey Barriers		06/12/2020	2,688.00
	<b>Account 52210 - Institutional Supplies Totals</b>		Invoice 1	<u>\$2,688.00</u>
			Transactions	

**Account 53150 - Communications Contract**

13969 - AT&T Mobility II, LLC	28-cell phone charges-Fire/OOTM/BPDPE/Risk-4/12-5/11/20		05/27/2020	312.40
	<b>Account 53150 - Communications Contract Totals</b>		Invoice 1	<u>\$312.40</u>
			Transactions	

**Account 53210 - Telephone**

13969 - AT&T Mobility II, LLC	28-cell phone chgs 4/12-5/11/20-ITS/PW Div/OOTM		05/27/2020	41.61
13969 - AT&T Mobility II, LLC	28-cell phone chgs 4/12-5/11/20-HAND/HR/PKGGAR/P&T/SANIT		05/27/2020	80.94
	<b>Account 53210 - Telephone Totals</b>		Invoice 2	<u>\$122.55</u>
			Transactions	

**Account 53640 - Hardware and Software Maintenance**

3397 - Evens Time, INC	26-Remote Access, Flex Scan, Validation Services & Repairs		06/12/2020	880.00
3397 - Evens Time, INC	26- Parker Intercom Annual Service Fee		06/12/2020	45,480.00
	<b>Account 53640 - Hardware and Software Maintenance Totals</b>		Invoice 2	<u>\$46,360.00</u>
			Transactions	

**Account 53650 - Other Repairs**

6197 - CE Solutions, INC	26-Design Services for 10 yr. Capital Repairs at Morton Garage	BC 2017-75	06/12/2020	187.50
6197 - CE Solutions, INC	26-Design Services for 10 yr. Capital Repairs at Walnut Garage	BC 2017-75	06/12/2020	575.00
	<b>Account 53650 - Other Repairs Totals</b>		Invoice 2	<u>\$762.50</u>
			Transactions	

**Account 53840 - Lease Payments**

512 - 7th & Walnut , LLC	26-Walnut St Garage-July 2020 rent		06/12/2020	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-July 2020 rent		06/12/2020	38,035.85
	<b>Account 53840 - Lease Payments Totals</b>		Invoice 2	<u>\$56,795.83</u>
			Transactions	
	<b>Program 260000 - Main Totals</b>		Invoice 10	<u>\$107,041.28</u>
			Transactions	
	<b>Department 26 - Parking Totals</b>		Invoice 10	<u>\$107,041.28</u>
			Transactions	



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

		Fund <b>452 - Parking Facilities(S9502)</b> Totals	Invoice 10 Transactions	\$107,041.28
Fund <b>456 - MVH Restricted</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>52330 - Street , Alley, and Sewer Material</b>				
334 - Irving Materials, INC	20-1305 W. Bloomfield-Class A Stone Ash-23 cy- 5/20/20	BC 2019-36	06/12/2020	3,090.50
334 - Irving Materials, INC	20-5G imix cure & seal 350-5/21/20-picked up at plant	BC 2019-36	06/12/2020	99.00
19278 - Milestone Contractors, LP	20-Surface-patching & Atwater-290.31 tons- 5/19/20	BC 2019-32	06/12/2020	13,646.32
365 - Rogers Group, INC	20-#11 stone-13.33 tons-4/29/20	BC 2003-14	06/12/2020	119.97
		Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	Invoice 4 Transactions	\$16,955.79
Account <b>52420 - Other Supplies</b>				
409 - Black Lumber Co. INC	20-503 E. Smith-80# quikrete concrete gravel mix-10 bags-5/12/20		06/12/2020	59.90
394 - Kleindorfer Hardware & Variety	20-Tack Wagon #452-ball valves, ruler, propane regulator		06/12/2020	177.61
19681 - Southeastern Equipment Co, INC	20 -Thermostat for Tac Machine		06/12/2020	142.56
336 - Southside Rental Center, INC	20 Propane for paving/sidewalk crews-5/19/20		06/12/2020	38.08
		Account <b>52420 - Other Supplies</b> Totals	Invoice 4 Transactions	\$418.15
		Program <b>200000 - Main</b> Totals	Invoice 8 Transactions	\$17,373.94
		Department <b>20 - Street</b> Totals	Invoice 8 Transactions	\$17,373.94
		Fund <b>456 - MVH Restricted</b> Totals	Invoice 8 Transactions	\$17,373.94
Fund <b>508 - BMFC - Showers Bond #4(S0184)</b>				
Department <b>06 - Controller's Office</b>				
Program <b>060000 - Main</b>				
Account <b>53840 - Lease Payments</b>				
4740 - Bank Of New York	06-Blgtn Municipal Facilities Corp First Mortgage Refunding Bond		06/12/2020	314,500.00



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

Account <b>53840 - Lease Payments</b> Totals	Invoice 1		<u>\$314,500.00</u>
	Transactions		
Program <b>060000 - Main</b> Totals	Invoice 1		<u>\$314,500.00</u>
	Transactions		
Department <b>06 - Controller's Office</b> Totals	Invoice 1		<u>\$314,500.00</u>
	Transactions		
Fund <b>508 - BMFC - Showers Bond #4(S0184)</b> Totals	Invoice 1		<u>\$314,500.00</u>
	Transactions		
Fund <b>601 - Cumulative Capital Devlp(S2391)</b>			
Department <b>02 - Public Works</b>			
Program <b>020000 - Main</b>			
Account <b>52330 - Street , Alley, and Sewer Material</b>			
19278 - Milestone Contractors, LP	20-Surface-patching & Atwater-290.31 tons- 5/19/20	06/12/2020	143.45
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals	Invoice 1		<u>\$143.45</u>
	Transactions		
Program <b>020000 - Main</b> Totals	Invoice 1		<u>\$143.45</u>
	Transactions		
Department <b>02 - Public Works</b> Totals	Invoice 1		<u>\$143.45</u>
	Transactions		
Department <b>13 - Planning</b>			
Program <b>130000 - Main</b>			
Account <b>53110 - Engineering and Architectural</b>			
10081 - Strand Associates, INC	13-Crosswalk Imp. Proj.serv. 4/1-4/30/20	BC 2019-56 06/12/2020	7,438.25
Account <b>53110 - Engineering and Architectural</b> Totals	Invoice 1		<u>\$7,438.25</u>
	Transactions		
Account <b>54310 - Improvements Other Than Building</b>			
18844 - First Financial Bank, N.A.	13-Adams St. SW & Intersection-Escrow-2/19- 4/8/20	06/12/2020	8,224.83
5999 - The Etica Group, INC	13-School Zone Improvement Proj-3/29- 4/25/20	BC 2019-86 06/12/2020	15,393.17
Account <b>54310 - Improvements Other Than Building</b> Totals	Invoice 2		<u>\$23,618.00</u>
	Transactions		
Program <b>130000 - Main</b> Totals	Invoice 3		<u>\$31,056.25</u>
	Transactions		
Department <b>13 - Planning</b> Totals	Invoice 3		<u>\$31,056.25</u>
	Transactions		
Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Totals	Invoice 4		<u>\$31,199.70</u>
	Transactions		



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

**Fund 610 - Vehicle Replacement Fund(S0012)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **54450 - Equipment**

7288 - Greenville Turf & Tractor INC

18-JD ProGator Golf Turf Utility Vehicle and Sprayer	06/12/2020	42,435.00
Account <b>54450 - Equipment</b> Totals	Invoice 1	<u>\$42,435.00</u>
Program <b>060000 - Main</b> Totals	Transactions Invoice 1	<u>\$42,435.00</u>
Department <b>06 - Controller's Office</b> Totals	Transactions Invoice 1	<u>\$42,435.00</u>
Fund <b>610 - Vehicle Replacement Fund(S0012)</b> Totals	Transactions Invoice 1	<u>\$42,435.00</u>
	Transactions	

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

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

313 - Fastenal Company

313 - Fastenal Company

16-safety supplies-April 2020-gloves, earplugs, mix sticks,	06/12/2020	953.53
16-safety supplies-March 2020-gloves, earplugs, mix sticks,	06/12/2020	820.77
Account <b>52420 - Other Supplies</b> Totals	Invoice 2	<u>\$1,774.30</u>
	Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

13969 - AT&T Mobility II, LLC

28-cell phone chgs 4/12-5/11/20-ITS/PW Div/OOTM	05/27/2020	41.61
28-cell phone chgs 4/12-5/11/20-HAND/HR/PKGGAR/P&T/SANIT	05/27/2020	419.36
Account <b>53210 - Telephone</b> Totals	Invoice 2	<u>\$460.97</u>
	Transactions	

Account **53540 - Natural Gas**

6769 - EDF, INC (EDF Energy Services)

06-City Fac.-Natural Gas Commodity-April 2020 management fee	06/04/2020	78.30
Account <b>53540 - Natural Gas</b> Totals	Invoice 1	<u>\$78.30</u>
	Transactions	

Account **53610 - Building Repairs**



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control at Sanitation	BC 2019-109	06/12/2020	125.00
51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control at Sanitation	BC 2019-109	06/12/2020	125.00
<b>Account 53610 - Building Repairs Totals</b>			Invoice 2 Transactions	<hr/> \$250.00
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/27/20	BC 2009-52	06/12/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-5/27/20		06/12/2020	27.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-5/20/20		06/12/2020	27.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/20/20	BC 2009-52	06/12/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-5/13/20		06/12/2020	27.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/13/20	BC 2009-52	06/12/2020	11.14
<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>			Invoice 6 Transactions	<hr/> \$115.20
<b>Account 53950 - Landfill</b>				
52226 - Hoosier Transfer Station-3140	16-recycling fees - 5/4-5/14/20		06/12/2020	4,023.36
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 5/4-5/15/20		06/12/2020	13,779.51
<b>Account 53950 - Landfill Totals</b>			Invoice 2 Transactions	<hr/> \$17,802.87
<b>Program 160000 - Main Totals</b>			Invoice 15 Transactions	<hr/> \$20,481.64
<b>Department 16 - Sanitation Totals</b>			Invoice 15 Transactions	<hr/> \$20,481.64
<b>Fund 730 - Solid Waste (\$6401) Totals</b>			Invoice 15 Transactions	<hr/> \$20,481.64
<b>Fund 800 - Risk Management(S0203)</b>				
<b>Department 10 - Legal</b>				
<b>Program 100000 - Main</b>				
<b>Account 52430 - Uniforms and Tools</b>				
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Barnes (10M)-4/23/20		06/12/2020	82.14



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Fleener (10D)-4/24/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-A. Robertson (14D)-4/24/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-R. Turpin (8D)-4/24/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Myers (11.5D)-4/25/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-A. Johnson (10.5M)-4/25/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-R. Arthur (14D)-4/25/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Waldrige (10D)-4/25/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-R. Flake (11.5D)-5/4/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Wallock (8.5M)-5/4/20	06/12/2020	90.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-JD Boruff (12D)-5/4/20	06/12/2020	93.75
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. George (10.5D)-5/4/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Elkins (12EE)-5/4/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Ham (10.5M)-5/14/20	06/12/2020	90.75
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Morrow (11D)-5/14/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Usrey (10.5D)-5/15/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-S. Bowles (7M)-5/19/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-K. Johnson (9D)-5/19/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-R. Sexton (11D)-5/20/20	06/12/2020	97.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Hobbs (8.5EE)-5/20/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-R. Webb (12M)-5/22/20	06/12/2020	90.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Rogers (10D)-5/22/20	06/12/2020	93.75
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-Justin White (13D)-5/15/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-E. Mathews (12M)-5/16/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Koontz (9D)-5/16/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-Robert Jackson (12M)-5/16/20	06/12/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-F. Tiller (9D)-5/16/20	06/12/2020	100.00



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

327 - Hoosier Workwear Outlet, INC	10-safety shoes-F. Robinson (11EW)-5/15/20	06/12/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-S. Query (9M)-5/15/20	06/12/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-R. Pfeiffer (9 1/2D)-5/15/20	06/12/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-N. Maness (13M)-5/18/20	06/12/2020	99.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-A. Himebaugh (13M)-5/23/20	06/12/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Sparks (9M)-5/26/20	06/12/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Richardson (12W)-5/26/20	06/12/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Akers (12M)-5/27/20	06/12/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Donovan (11 1/2D)-5/28/20	06/12/2020	100.00
Account <b>52430 - Uniforms and Tools</b> Totals		Invoice 36	<u>\$3,537.88</u>
		Transactions	
Account <b>53130 - Medical</b>			
6926 - Daniel Patrick Ham	10- reimb for physical for CDL-5/22/20	06/12/2020	90.00
Account <b>53130 - Medical</b> Totals		Invoice 1	<u>\$90.00</u>
		Transactions	
Account <b>53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	28-cell phone charges-Fire/OOTM/BPDPE/Risk-4/12-5/11/20	05/27/2020	41.61
Account <b>53210 - Telephone</b> Totals		Invoice 1	<u>\$41.61</u>
		Transactions	
Account <b>53420 - Worker's Comp &amp; Risk</b>			
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser-202079	06/03/2020	488.38
Account <b>53420 - Worker's Comp &amp; Risk</b> Totals		Invoice 1	<u>\$488.38</u>
		Transactions	
Program <b>100000 - Main</b> Totals		Invoice 39	<u>\$4,157.87</u>
		Transactions	
Department <b>10 - Legal</b> Totals		Invoice 39	<u>\$4,157.87</u>
		Transactions	
Fund <b>800 - Risk Management(S0203)</b> Totals		Invoice 39	<u>\$4,157.87</u>
		Transactions	
Fund <b>801 - Health Insurance Trust</b>			



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990 - Other Services and Charges**

3977 - Cigna Health & Life Insurance Company	12-June2020 Cigna Dental/Vision Admin \$9,810.43	06/12/2020	2,092.20
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,GYM,Massage)	06/12/2020	1,091.06
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2	\$3,183.26
		Transactions	

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

17785 - The Howard E. Nyhart Company, INC	12- GASB 75 Actuarial FYE 12/31/2019 Interim \$1,250	06/12/2020	1,250.00
3928 - Aim Medical Trust	12-June 2020 Insurance Premiums \$902,042.37	06/08/2020	902,042.37
Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals		Invoice 2	\$903,292.37
		Transactions	

Program **120000 - Main** Totals

Department **12 - Human Resources** Totals

Fund **801 - Health Insurance Trust** Totals

Invoice 4	\$906,475.63
Transactions	
Invoice 4	\$906,475.63
Transactions	
Invoice 4	\$906,475.63
Transactions	

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

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

4693 - Monroe County Tire & Supply, INC	17-F'stone bias tube TR13	06/12/2020	20.00
4693 - Monroe County Tire & Supply, INC	17-tires-ST225/75R15-(2)	06/12/2020	160.50
4693 - Monroe County Tire & Supply, INC	17-tires-LT245/75R17-(2)	06/12/2020	356.56
4693 - Monroe County Tire & Supply, INC	17-tires-P265/70R16-(4)	06/12/2020	413.28
4693 - Monroe County Tire & Supply, INC	17-tires-P265/70R16-(4)	06/12/2020	601.00
4693 - Monroe County Tire & Supply, INC	17-tires-LT245/75R17-(6)	06/12/2020	1,069.68
4693 - Monroe County Tire & Supply, INC	17-tires-11R22.5-(4)	06/12/2020	1,673.28
Account <b>52230 - Garage and Motor Supplies</b> Totals		Invoice 7	\$4,294.30
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

**Account 52240 - Fuel and Oil**

349 - White River Cooperative, INC	17-fuel-diesel-3,988 gallons, Unleaded-4,002 gallons-5/21/20	BC 2019-107A	06/12/2020	12,930.28
------------------------------------	--	--------------	------------	-----------

Account **52240 - Fuel and Oil** Totals

Invoice 1  
Transactions 12,930.28

**Account 52320 - Motor Vehicle Repair**

7330 - Autozone Stores LLC	17-parts-dura last seal-5/19/20		06/12/2020	5.99
7330 - Autozone Stores LLC	17-parts-STP air filter-5/20/20		06/12/2020	7.99
7330 - Autozone Stores LLC	17-parts-STP oil filters-(4)-5/21/20		06/12/2020	9.96
7330 - Autozone Stores LLC	17-parts-AGS 1/4" tube nuts-5/13/20		06/12/2020	14.36
7330 - Autozone Stores LLC	17-parts-5W-30 synthetic motor oil-(12)-5/21/20		06/12/2020	37.08
7330 - Autozone Stores LLC	17-parts-5W-30 synthetic motor oil-(12)-5/21/20		06/12/2020	37.08
7330 - Autozone Stores LLC	17-parts-brake line, 3/6" tube nuts-5/13/20		06/12/2020	42.05
7330 - Autozone Stores LLC	17-parts-oxygen sensor-5/19/20		06/12/2020	53.18
7330 - Autozone Stores LLC	17-parts-fuel shut off solenoid-5/22/20		06/12/2020	60.99
7330 - Autozone Stores LLC	17-parts-accelerator pedal sensor-5/22/20		06/12/2020	133.99
244 - Bloomington Ford, INC	17-parts-cover & contact-5/13/20		06/12/2020	95.34
244 - Bloomington Ford, INC	17-parts-oil seal assy, kit-universal joint-5/7/20		06/12/2020	122.27
244 - Bloomington Ford, INC	17-parts-rod asy-drag link, rod-5/7/20		06/12/2020	174.34
5481 - Bright Equipment, INC (BobCat of Indy)	17-#705 gas spring		06/12/2020	52.51
4335 - Circle Distributing, INC	17-parts-front wall		06/12/2020	63.60
4335 - Circle Distributing, INC	17-parts-wheel hubs		06/12/2020	399.65
4044 - Industrial Hydraulics, INC	17-parts/labor-5/14/20-replace shaft, front bearing		06/12/2020	647.38
455 - Industrial Service & Supply, INC	17-674/602 hyd fittings-internal retaining ring		06/12/2020	35.45
455 - Industrial Service & Supply, INC	17-674/602 hyd fittings-o-rings, steel ferrule, crimp chg		06/12/2020	38.42
796 - Interstate Battery System of Bloomington, INC	17-batteries-MTP-65HD		06/12/2020	97.25
796 - Interstate Battery System of Bloomington, INC	17-batteries-MT-78, MTP-65HD		06/12/2020	176.26
796 - Interstate Battery System of Bloomington, INC	17-batteries-31P-MHD, MT-34, MT-78		06/12/2020	256.03



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

796 - Interstate Battery System of Bloomington, INC	17-batteries-MT-26R, MTP-65HD-(4)	06/12/2020	475.43
394 - Kleindorfer Hardware & Variety	17-box nut locks	06/12/2020	10.70
786 - Richard's Small Engine, INC	17-9300 fuel cap	06/12/2020	10.00
786 - Richard's Small Engine, INC	17-#769-relay switch w/diode	06/12/2020	17.05
786 - Richard's Small Engine, INC	17-#769-Kubota starter	06/12/2020	193.90
2096 - West Side Tractor Sales CO.	17-core return	06/12/2020	(30.00)
2096 - West Side Tractor Sales CO.	17-parts-oil filter, seal, filter element	06/12/2020	263.32
2096 - West Side Tractor Sales CO.	17-parts-compressor, antenna, wiring harness	06/12/2020	983.40
<b>Account 52320 - Motor Vehicle Repair Totals</b>		Invoice 30	<b>\$4,484.97</b>
		Transactions	
<b>Account 52420 - Other Supplies</b>			
177 - Indiana Oxygen Company, INC	17-nozzle-gun recess-(2)	06/12/2020	32.44
177 - Indiana Oxygen Company, INC	17-oxygen, acetylene, carbon dioxide	06/12/2020	199.63
<b>Account 52420 - Other Supplies Totals</b>		Invoice 2	<b>\$232.07</b>
		Transactions	
<b>Account 52430 - Uniforms and Tools</b>			
5918 - Ryan W Hillenburg	17-tool check reimbursement -June 2020	06/12/2020	1,500.00
7368 - Daniel McGlothlin	17-tool check reimbursement -June 2020	06/12/2020	1,500.00
5183 - Frank L Robinson	17-tool check reimbursement -June 2020	06/12/2020	1,500.00
4861 - Bradley C Rushton	17-tool check reimbursement -June 2020	06/12/2020	826.06
5383 - Michael Glenn Sciscoe	17-tool check reimbursement -June 2020	06/12/2020	1,500.00
1072 - Keith L Sharp	17-tool check reimbursement -June 2020	06/12/2020	763.14
4878 - James M Smith	17-tool check reimbursement -June 2020	06/12/2020	760.00
<b>Account 52430 - Uniforms and Tools Totals</b>		Invoice 7	<b>\$8,349.20</b>
		Transactions	
<b>Account 53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	28-cell phone chgs 4/12-5/11/20-ITS/PW Div/OOTM	05/27/2020	41.61
<b>Account 53210 - Telephone Totals</b>		Invoice 1	<b>\$41.61</b>
		Transactions	
<b>Account 53540 - Natural Gas</b>			



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-April 2020 management fee		06/04/2020	204.98
	Account <b>53540 - Natural Gas</b> Totals		Invoice 1	<hr/> \$204.98
			Transactions	
<b>Account 53620 - Motor Repairs</b>				
4474 - Ken's Westside Service & Towing, LLC	17-tire service-Unit #1202-5/9/20		06/12/2020	35.00
4474 - Ken's Westside Service & Towing, LLC	17-towing-BPD-mini van-5/9/20		06/12/2020	50.00
6476 - Samuel D Wray (Wray Automotive)	17-#494 alignment-5/13/20		06/12/2020	50.00
	Account <b>53620 - Motor Repairs</b> Totals		Invoice 3	<hr/> \$135.00
			Transactions	
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-5/27/20	BC 2009-52	06/12/2020	15.94
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-5/20/20	BC 2009-52	06/12/2020	35.70
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-5/20/20		06/12/2020	73.20
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service- 5/27/20		06/12/2020	72.16
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice 4	<hr/> \$197.00
			Transactions	
	Program <b>170000 - Main</b> Totals		Invoice 56	<hr/> \$30,869.41
			Transactions	
	Department <b>17 - Fleet Maintenance</b> Totals		Invoice 56	<hr/> \$30,869.41
			Transactions	
	Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals		Invoice 56	<hr/> \$30,869.41
			Transactions	
<b>Fund 804 - Insurance Voluntary Trust</b>				
Department <b>12 - Human Resources</b>				
Program <b>120000 - Main</b>				
Account <b>53990.1241 - Other Services and Charges Vision</b>				
3977 - Cigna Health & Life Insurance Company	12-June2020 Cigna Dental/Vision Admin \$9,810.43		06/12/2020	7,718.23
	Account <b>53990.1241 - Other Services and Charges Vision</b> Totals		Invoice 1	<hr/> \$7,718.23
			Transactions	
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		05/28/2020	1,164.84
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		05/29/2020	200.00



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

17785 - The Howard E. Nyhart Company, INC	12-City URM	06/01/2020	214.29
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/01/2020	1,147.17
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/01/2020	99.98
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/03/2020	246.97
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/03/2020	134.69
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/04/2020	587.87
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/05/2020	280.56
<b>Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals</b>		Invoice 9	<u>\$4,076.37</u>
		Transactions	
<b>Account 53990.1281 - Other Services and Charges Section 125 - URM- Util</b>			
17785 - The Howard E. Nyhart Company, INC	12-Util URM	05/27/2020	3.03
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/28/2020	53.83
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/29/2020	400.23
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/01/2020	48.03
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/01/2020	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/03/2020	248.81
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/05/2020	10.00
<b>Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals</b>		Invoice 7	<u>\$773.93</u>
		Transactions	
<b>Account 53990.1283 - Other Services and Charges Health Savings Account</b>			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	06/04/2020	19,524.52
<b>Account 53990.1283 - Other Services and Charges Health Savings Account Totals</b>		Invoice 1	<u>\$19,524.52</u>
		Transactions	
<b>Program 120000 - Main Totals</b>		Invoice 18	<u>\$32,093.05</u>
		Transactions	
<b>Department 12 - Human Resources Totals</b>		Invoice 18	<u>\$32,093.05</u>
		Transactions	
<b>Fund 804 - Insurance Voluntary Trust Totals</b>		Invoice 18	<u>\$32,093.05</u>
		Transactions	
<b>Fund 978 - City 2016 GO Bond Proceeds</b>			
<b>Department 06 - Controller's Office</b>			
<b>Program 06016A - 2016 A Signal Modernization</b>			
<b>Account 54510 - Other Capital Outlays</b>			



# Board of Public Works Claim Register

Invoice Date Range 05/27/20 - 06/12/20

20 - Lochmueller Group, INC	13-17th & Dunn Intersection Imp-serv. thru 3/31/20	BC 2019-64	06/12/2020	7,157.64
	Account <b>54510 - Other Capital Outlays</b> Totals		Invoice 1	<hr/> \$7,157.64
	Program <b>06016A - 2016 A Signal Modernization</b> Totals		Transactions	
			Invoice 1	<hr/> \$7,157.64
			Transactions	
 Program <b>06016C - 2016 C Jackson Trail</b>				
Account <b>54310 - Improvements Other Than Building</b>				
16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail PH2_(RW)-10/8/19- 3/31/20	BC 2019-11	06/12/2020	14,320.00
16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail PH2_(RW)-4/1-4/30/20	BC 2019-11	06/12/2020	17,855.00
16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail Phase 2_Design-3/1- 4/30/20	BC 2019-11	06/12/2020	5,186.89
	Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice 3	<hr/> \$37,361.89
			Transactions	
	Program <b>06016C - 2016 C Jackson Trail</b> Totals		Invoice 3	<hr/> \$37,361.89
			Transactions	
	Department <b>06 - Controller's Office</b> Totals		Invoice 4	<hr/> \$44,519.53
			Transactions	
	Fund <b>978 - City 2016 GO Bond Proceeds</b> Totals		Invoice 4	<hr/> \$44,519.53
			Transactions	
	Grand Totals		Invoice 283	<hr/> <hr/> \$1,959,328.54
			Transactions	

**REGISTER OF 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>
6/12/2020	Claims				1,959,328.54
					<u>1,959,328.54</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 1,959,328.54**

**Dated this 9th day of June year of 2020.**

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

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

\_\_\_\_\_  
Dana Palazzo Secretary

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

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