

Board of Public Works Meeting
July 9, 2019



AGENDA
BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday July 9, 2019 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. TITLE VI ENFORCEMENT

1. Approve Abatement of Property at 400 W. 17th St.
2. Approve Abatement of Property at 2607 N. Walnut St.

IV. CONSENT AGENDA

1. Approve Minutes 6 – 25– 19
2. Approve Noise Permit for Dronepalooza (Saturday, September 7th)
3. Approve Noise Permit for Mills Pool Open Swim Day (Friday, July 19th)
4. Approve Outdoor Lighting Service Agreements with Duke Energy
5. Approve Adopt-A-Median Partnership Agreement by Comfort Keepers on Clarizz Boulevard
6. Approve Award of Contract with The Airmarking Company, Inc. for 2019 Pavement Marking Services
7. Approve Request from Jon Fielder for Use of Right-of-Way for Dumpster Placement at 701 S. Ballentine Rd. (Wednesday, June 26th – Monday, July 22nd)
8. Resolution 2019-61: Approve Bryan Park Kids' Triathlon (Saturday, July 20th)
9. Resolution 2019-62: Approve Banneker Block Party (Friday, July 26th)
10. Approve Payroll

V. NEW BUSINESS

1. Approve Noise Permit for Ruben Rodriguez (Friday, July 12th)
2. Resolution 2019-63: Approve Midway Music Festival (Saturday, October 5th)
3. Approve Request from Crider & Crider, Inc. for Temporary Road Closure on N. Old State Rd. 37 (Wednesday, July 10th – Wednesday, September 11th)
4. Approve Request from Crider & Crider, Inc. for Temporary Road Closure on N. Dunn St. (Wednesday, July 10th – Wednesday, July 24th)
5. Approve Request from Reed & Sons, Inc. for Road Closure Date Change on Henderson St. and One-Lane Closure on Atwater Ave. (Monday, July 15th – Friday, July 19th)
6. Approve Acceptance of Summit Woods Phase 2, Section 3 Final Plat

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

Staff Report

To: Board of Public Works

From: Jo Stong

Date: June 28, 2019

Re: Request to Abate property at 400 W. 17th St., Bloomington, IN

Attachments:

1. Notice of Violation Issued on May 15, June 12, and June 27, 2019.
2. Photograph(s) of the property
3. GIS property information
4. Proposed BPW Order and Proposed BPW Notice of Order

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 May 15, June 12, and June 27, 2019, Neighborhood Compliance Officer Norman Mosier inspected the property located at 400 W. 17th St., Bloomington, IN (Hereinafter the “Property”) and issued a Notice of Violation for excessive growth in violation of BMC 6.06.050 (Hereinafter the “NOV”).
3. All NOV were issued to Twin Brothers Investments, LLC (Hereinafter the “Owner”) because it 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 6.06.070(b).
6. 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 in nature.

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 as the property contains grass, weeds and noxious plants in a manner violating the City of Bloomington Municipal Code 6.06.050. The abatement order should be continuous in nature.



City of Bloomington Housing and Neighborhood Development

On May 15, June 12, and June 27, 2019 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 400 W. 17th Street. 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. We are requesting that the Board grant a continuous abatement through May 15, 2020.

BPW Meeting Date: July 9, 2019

Abatement Approved: Y/N

Property Owner: Twin Brothers Investments LLC

Address: 435 Virginia Avenue #707, Indianapolis, IN 46203

Is this a rental? No (vacant lot)

Agent: N/A

Address: N/A

Parcel Number: 53-05-29-400-002.000-005

Legal Description: 013-09000-01 PT SE SE 29-9-1W 1.00A; PLAT 316

July 10, 2019

Twin Brothers Investments LLC
435 Virginia Avenue #707
Indianapolis, IN 46203

Re: Property located at 400 W. 17th Street, Bloomington, IN 47404

Dear Twin Brothers Investments LLC,

On July 9, 2019 the City of Bloomington's Board of Public Works met and considered the Department of Housing and Neighborhood Development's (hereinafter "HAND") request to enter the property located at Twin Brothers Investments LLC (parcel # 53-05-29-400-002.000-005, legal description 013-09000-01 PT SE SE 29-9-1W 1.00A; PLAT 316) to abate a violation of the Bloomington Municipal Code 6.06.050. More specifically, the Board of Public Works determined that the property located at Twin Brothers Investments LLC was being unlawfully maintained in that the property was overgrown with weeds, grass or noxious plants beyond the height of eight (8) inches. At this meeting, the Board did grant HAND, or its designee, the right to enter the property to abate the violation. Once the abatement is complete you will be billed for all associated costs. Pursuant to BMC 6.06.080 you have 10 (ten) days to pay the bill. If you do not pay the abatement bill within that time, a lien will be placed on your property with the Monroe County Auditor.

You may contest this order of abatement or billing in the Monroe County Circuit Courts, but must do so within ten (10) days of the abatement order being issued.

The Board's Order is continuous and shall remain in effect until May 15, 2020. This continuous abatement notice serves as notice that each subsequent violation of this chapter may be abated by the city or its private third-party contractors.

Regards,

Adam Wason,
Director



**City of Bloomington
Housing and Neighborhood Development**

BOARD OF PUBLIC WORKS MEETING

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development (“HAND”) department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter the property and abate the violation(s). The property owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the property owner does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday July 9th, 2019.**

You may appear at the Board of Public Works hearing to speak on the matter.

Fines are not appealed at this meeting, only abatement.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS NOTICE OF ABATEMENT (Excessive Growth)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this Notice of Abatement for the real estate located at 400 W. 17th Street, Bloomington, IN., under parcel number 53-05-29-400-002.000-005 and whose legal description is 013-09000-01 PT SE SE 29-9-1W 1.00A; PLAT 316 (Hereinafter the "Property") which is owned by Twin Brothers Investments LLC (Hereinafter the "Owner").

The Order for Abatement allows the City of Bloomington, via either its employees or a third-party private contractor hired by the City of Bloomington, 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, this Order of Abatement allows the City of Bloomington, via either its employees or a third-party contractor hired by the City of Bloomington, to enter onto the Property to reduce the weeds, grass or noxious plants present on said Property to a height of below eight inches and not overgrown.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, 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 this property.

CONTINUOUS ABATEMENT: In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, the Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. Any further violations of Chapter 6.06 of the City of Bloomington Municipal Code concerning excessive growth will result in further abatement of the property by the City of Bloomington, without the necessity of a hearing in front of the City of Bloomington Board of Public Works. Future notifications of abatement will occur via a posting of a new Order of Abatement on the property previously described.

THE CONTINUOUS ABATEMENT ORDER EXPIRES ON THE 15th DAY OF MAY, 2020.

Kyla Cox Deckard, President of the Board

DATED:

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

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 May 15, June 12, and June 27, 2019, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, July 9, 2019.

The Board of Public Works now finds as follows:

1. Twin Brothers Investments, LLC (Hereinafter the "Owner") owns the real estate located at 400 W. 17th St., Bloomington, IN (Hereinafter the "Property").
2. On May 15, June 12, and June 27, 2019, Jo Stong, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing excessive growth on the Property, in violation of BMC 6.06.050.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of Abatement 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. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.
3. That the Order of Abatement shall be continuous and *expires on May 15, 2020*.

So Ordered this 9th Day of July, 2019.

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

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.



Notice of Violation

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

Date 6.12.19 Time 11:23A Address/location 400 W. 17th 47404
Issued by: 230

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

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.

Fine Due: \$50

\$100

\$150

Warning (No fine due at this time)

Ticket# 43460

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

Comments: Cut the overgrowth.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND."** 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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

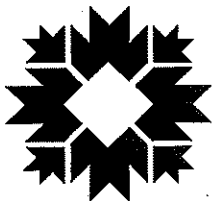
Owner Name TWIN BROTHERS INVESTMENTS LLC
Address 435 VIRGINIA AVE #707
City INDIANAPOLIS State IN
Zip Code 46203

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

BPW: _____

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

vacant lot



Notice of Violation

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

Date 6.27.19 Time 11:40 A Address/location 400 W. 17th 47404

Issued by: 290

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

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 6.06.030 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.

Fine Due: \$50

\$100

\$150

Warning (No fine due at this time)

Ticket# 43565

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

Comments:

Cut the overgrowth.
Property will go to the Board of Public Works for
permission to enter and abate violation.

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 "HAND."** 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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name TWIN BROTHERS INVESTMENTS

Address 435 VIRGINIA AVE #707 LLC

City INDIANAPOLIS **State** IN.

Zip Code 46203

Agent Name _____

Address _____

City _____ **State** _____

Zip Code _____

BPW: X 7-9-19

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

7011 3500 0002 2189 3703

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.80

Postmark
Here

Sent To
Street, Apt.
or PO Box
City, State,

Twin Brothers Investments Llc
435 VIRGINIA AVE #707
INDIANAPOLIS, IN 46203

PS Form 38

ons

Monroe County, IN

400 W 17th ST, Bloomington, IN 47404-3456
53-05-29-400-002.000-005



Parcel Information

Parcel Number: 53-05-29-400-002.000-005
Alt Parcel Number: 013-09000-01
Property Address: 400 W 17th ST
Bloomington, IN 47404-3456
Neighborhood: 31 BBLOOMINGTON CITY - COM - A
Property Class: Parking Lot or Structure
Owner Name: Twin Brothers Investments LLC
Owner Address: 435 Virignia Ave #707
Indianapolis, IN 46203
Legal Description: 013-09000-01 PT SE SE 29-9-1W
1.00A; PLAT 316

Taxing District

Township: BLOOMINGTON TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
11	1.0	





Staff Report

To: Board of Public Works

From: Norm Mosier

Date: June 28, 2019

Re: Request to Abate property at 2607 N. Walnut St, Bloomington, IN

Attachments:

1. Notice of Violation Issued on 05/29, 06/07, 06/12, 06/26/2019
2. Photograph(s) of the property
3. GIS property information
4. Proposed BPW Order and Proposed BPW Notice of Order

Facts:

1. Bloomington Municipal Code 6.06.020 makes it 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.”
2. On 05/29, 06/07, 06/12, 06/26/2019 , Neighborhood Compliance Officer Norman Mosier inspected the property located at 2607 N. Walnut St., Bloomington, IN (Hereinafter the “Property”) and issued a Notice of Violation for a deposit of garbage on the property in violation of BMC 6.06.020 (Hereinafter the “NOV”).
3. All NOV were issued to Prime Power, Inc. (Hereinafter the “Owner”) because it is the Owner of the Property which is in violation of BMC 6.06.020 in that trash and dead tree limbs are scattered about on the property.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted and mailed to the Owner in accordance with 6.06.070(b).
6. Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC 6.06.080(b).

Status of the Property and Reason for Abatement:

The Property remains out of compliance. Trash remains scattered on the Property. 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.



City of Bloomington Housing and Neighborhood Development

On 05/29, 06/07, 06/12, 06/26/2019 the Housing & Neighborhood Development Department (HAND) issued tickets for the following violation(s) of the City of Bloomington Municipal Code:

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

This ticket was issued to the property located at 2607 N. Walnut St. 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: July 9, 2019

Abatement Approved: Y/N

Property Owner: Prime Power Inc.

Address: 4301 E. Janet Dr. Bloomington, IN. 47401

Is this a rental? No

Agent: Ivy Hsia

Address: 885 S. College Mall Rd. # 121 Bloomington, IN. 47401

Parcel Number: 53-05-28-202-001.000-005

Legal Description: 013-26340-00 Hotel Capital Partners Lot 1, 1.63A

July 10, 2019

Prime Power
4301 E. Janet Drive
Bloomington, IN 47401

Ivy Hsia
885 S. College Mall Rd. #121
Bloomington, IN 47401

Re: Property located at 2607 N. Walnut Street

Dear Prime Power,

On July 9, 2019 The City of Bloomington, Board of Public Works met and considered the Department of Housing and Neighborhood Developments (HAND) request to enter the property at 2607 N. Walnut Street (parcel #53-05-28-202-001.000-005, legal description 013-26340-00 HOTEL CAPITAL PARTNERS LOT 1; 1.63A) to abate a violation of the Bloomington Municipal Code 6.06.020, which makes it 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 it. At that meeting the Board did grant HAND the right to enter the property to abate the violation. Once the abatement is complete you will be billed for all associated cost.

Pursuant to BMC 6.06.080 once the abatement is complete you have 10 (ten) days to pay the bill. After that time a lien on your property will be placed with the Monroe County Auditor. You may contest this order of abatement or billing in the Monroe County Circuit Courts, but must do so within ten (10) days of the abatement order being issued.

Regards,

Adam Wason
Director



**City of Bloomington
Housing and Neighborhood Development**

BOARD OF PUBLIC WORKS MEETING

If the ordinance violation(s) noted on the attached ticket is not remedied, the City of Bloomington Housing and Neighborhood Development (“HAND”) department will seek authority from the Board of Public Works to enter the property and remedy the violation(s). HAND has the authority to bring the property into compliance itself or HAND may hire a private third-party contractor to bring the property into compliance. If the Board of Public Works authorizes HAND to remedy the violation, then HAND will enter the property and abate the violation(s). The property owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the property owner does not timely reimburse the City, then the costs of abatement will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

HAND will seek Board of Public Works authorization for remediation/abatement of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday July 9th, 2019.**

You may appear at the Board of Public Works hearing to speak on the matter.

Fines are not appealed at this meeting, only abatement.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS ORDER OF ABATEMENT

(Garbage, Recyclable Materials, Yard Waste)

Comes now the City of Bloomington Board of Public Works, pursuant to the authority granted it by Indiana Code 36-7-10.1-3 and Bloomington Municipal Code Chapter 6.06 and issues this ORDER OF ABATEMENT for the property located at 2607 N. Walnut St., Bloomington, IN, under parcel number 53-05-28-202-001.000-005 and whose legal description is 013-26340-00 Hotel Capital Partners Lot 1, 1.63A (Hereinafter the "Property") which is owned by Twin Brothers Investments LLC (Hereinafter the "Owner").

This ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party private contractor hired by the City of Bloomington, 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, this ORDER OF ABATEMENT allows the City of Bloomington, via its employees and/or a third-party contractor hired by the City of Bloomington, to enter onto the Property to remove any and all garbage, recyclable materials, or yard waste located upon the Property.

In accordance with City of Bloomington Municipal Code Section 6.06.090 once the abatement is completed the Owner of the Property shall be billed for all associated costs. The Owner of the Property shall have ten days from the date the invoice is mailed to remit payment in full. If the Owner of the Property fails to pay the invoice in full within the requisite ten days, 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 this property.

So Ordered this 9th Day July, 2019.

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

City of Bloomington's Board of Public Works

Order Of Abatement for NOV

(garbage)

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 05/29, 06/07, 06/12, 06/26/2019, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, July 9, 2019.

The Board of Public Works now finds as follows:

1. Prime Power, Inc. (Hereinafter the "Owner") is the owner of real estate located at 2607 N. Walnut St., Bloomington, IN (Hereinafter the "Property").
2. On 05/29, 06/07, 06/12, 06/26/2019, Norman Mosier, City of Bloomington Neighborhood Compliance Officer, issued NOV after personally observing garbage on the Property in violation of BMC 6.06.020.
3. The NOV was 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 Abatement was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

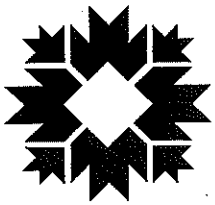
After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

1. That the City shall abate the Property in accordance with Bloomington Municipal Code 6.06.
2. Public Works shall notify the Owner of this Order and HAND shall post the Order and Notice of Abatement on the Property at the time of abatement.

So Ordered this 9th Day of July, 2019.

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

All appeals from the board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.



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 5-1-19 Time 2:20 Address/location 2601 N. WALNUT ST. 47404
Issued by: 207

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

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# 42949

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.

Fine Due:

\$50

\$100

\$150

Warning (No fine due at this time)

Ticket# 42950

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

Comments: REMOVE ALL SCATTERED TRASH FROM ENTIRE PROPERTY +
MOW ENTIRE YARD FOR SEASON OR FINES WILL INCREASE

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 "HAND."** 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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name PRIME POWER INC

Address 4301 E JANET DR

City BLOOMINGTON State IN

Zip Code 47401

Agent Name IUY HSIA

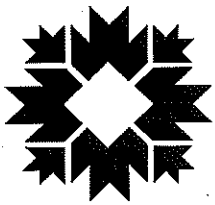
Address 885 S COLLEGE MAUL RD

City BLOOMINGTON State IN

Zip Code 47401

BPW: _____

Mail Copies To: Resident: ✓ Owner: ✓ Agent: ✓



Notice of Violation

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

Date 5-29-19 Time 1:30 Address/location 2607 N. WALNUT ST. 47408

Issued by: 207

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

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# 43296

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.

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

Warning (No fine due at this time)

Ticket# 43297

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

Comments: REMOVE ALL TRASH ON PROPERTY AND MOW ENTIRE YARD FOR
SEASON

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 "HAND."** 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. Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.

Owner Name Prime Power Inc

Address 4301 E. Janet Drive

City Bloomington State IN

Zip Code 47401

Agent Name Ivy HSIA

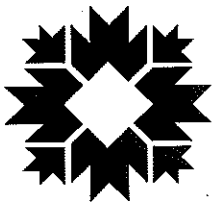
Address 885 S. College Mall Rd #121

City Bloomington State IN

Zip Code 47401

BPW: _____

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



Notice of Violation

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

Date 6-7-19 Time 11:15 Address/location 2607 N. WALNUT ST. 47408
Issued by: 207

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

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# 43450

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.

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

Warning (No fine due at this time)

Ticket# 43451

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

Comments: REMOVE ALL TRASH FROM PROPERTY + MOW ENTIRE YARD FOR SEASON

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 "HAND." 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. Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.

Owner Name PRIME POWER, INC.

Address 4301 E. JAMES

City BLOOMINGTON **State** IN

Zip Code 47401

Agent Name IVY ITSIA

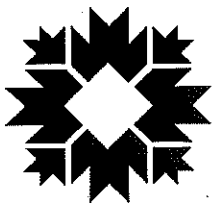
Address 885 S COLLEGE MAN RD. #121

City BLOOMINGTON **State** IN

Zip Code 47401

BPW: _____

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



Notice of Violation

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

Date 6-12-19 Time 2:10 Address/location 2607 N. WALNUT ST. 47408
Issued by: 205

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

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# 43497

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.

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: REMOVE ALL TRASH IN & AROUND DUMPSTER OR MORE FINES
WILL BE FORTHCOMING.

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 "HAND." 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. Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.

Owner Name PRIME POWER INC.

Address 4301 E. JANET DRIVE

City BLOOMINGTON **State** IN

Zip Code 47401

Agent Name IVY HUIA

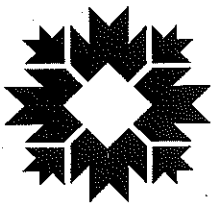
Address 885 S. COLLEGE MALL RD 121

City BLOOMINGTON **State** IN

Zip Code 47401

BPW: _____

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



Notice of Violation

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

Date 6-26-19 Time 1:20 Address/location 2607 N. WALNUT ST. 47408
Issued by: 207

BMC 6.04.110 Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than 24 hours prior to pick up and must be removed on the same day as the scheduled collection.

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# 43564

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.

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: REMOVE ALL TRASH ADJACENT TO DUMPSTER

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 "HAND."** 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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

Owner Name Prime Power Inc
Address 4301 E. JAWET DR.
City Bloomington State IN
Zip Code 47401

Agent Name Ivy Asin
Address 885 S. Carver Ave #124
City Bloomington State IN
Zip Code 47401

BPW: ✓ 7-9-19

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

099E 69T2 2000 005E 1102

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 6.80	

Sent To Prime Power Inc
Street, Apt. 4301 E JANET LN
or PO Box: BLOOMINGTON, IN 47401
City, State:

PS Form 3800

1005

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 6.80	

Sent To Ivy Hsia
Street, Apt. 885 S COLLEGE MALL RD #121
or PO Box: BLOOMINGTON, IN 47401
City, State:

PS Form 3800

7011 3500 0002 2189 3697



The Board of Public Works meeting was held on Tuesday, June 25, 2019, at 5:30 pm in the McCloskey Room of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Beth H. Hollingsworth
Dana Palazzo

ROLL CALL

City Staff: Adam Wason – Public Works
Christina Smith – Public Works
Michael Large – Public Works
Norman Mosier – Housing and Neighborhood
Jackie Moore – City Legal
Sara Gomez – Planning and Transportation
Neil Kopper – Planning and Transportation
Joe VanDeventer – Street Department
Phil Peden – City of Bloomington Utilities

None

**MESSAGES FROM
BOARD MEMBERS**

Cox Deckard opened the sealed bids for the 2019 Street Pavement Marking Services Project. A bid was received from the following company:

**OPEN SEALED BIDS
& QUOTES**

Air Marking Company, Inc. - \$148,388.00

None

**PETITIONS &
REMONSTRANCES**

Norman Mosier, Housing and Neighborhood Development, presented Permission to Abate Property at 2403 N. Browncliff Lane. See meeting packet for details.

**TITLE VI
ENFORCEMENT**

**Permission to Abate
Property at 2403 N.
Browncliff Lane**

Board Comments: Hollingsworth asked if the house was inhabited. Mosier said no, the house is vacant, and the owner lives in another location. Palazzo asked if there was a ticket for overgrowth. Mosier said he has not written the property up for overgrowth because most of the yard is maintained, except for one area that the trash is surrounded in. Hollingsworth asked Mosier if they could cut the weeds while they are abating the property. Mosier said since he hasn't ticketed the property for the overgrowth, they can't maintain the grass. Hollingsworth asked Mosier if he wanted a continuous abatement; Mosier said no.

Hollingsworth made a motion to abate property at 2403 N. Browncliff Lane. Palazzo seconded. Motion is passed.

CONSENT AGENDA

- 1. Approve Minutes 6 – 11– 19**
- 2. Resolution 2019-59: Approve 5th Annual
Bloomington Blues & Boogie Woogie Piano Festival
(Sunday, August 11th)**
- 3. Resolution 2019-60: Approve Japanese Festival
Block Party (Saturday, August 24th)**
- 4. Approve Payroll**

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

NEW BUSINESS

Sara Gomez, Planning and Transportation, presented to Approve Request from Garmong Construction Services for Sidewalk Closure on N. Morton St. See meeting packet for details.

Board Comments: Palazzo asked if the bus stop on the corner of Monroe St. and 14th St. will be affected during the

**Approve Request from
Garmong Construction
Services for Sidewalk
Closure on N. Morton St.
(Wednesday, June 26th -
November 2020)**

construction. Gomez said it shouldn't be. Cox Deckard asked Gomez if during the school year, while there is extra foot traffic, if there will be a sidewalk on the other side of the street that can be utilized. Gomez confirmed. Cox Deckard wanted clarification that the Monroe County School Corporation is the only business in the area affected; Gomez confirmed.

Hollingsworth made a motion to Approve Request from Garmong Construction Services for Sidewalk Closure on N. Morton St. Palazzo seconded. Motion is passed.

Sara Gomez, Planning and Transportation, presented Approve Request from IU Facilities for Sidewalk Closure on 13th St. between Woodlawn Ave. and N. Fess Ave. See meeting packet for details.

Palazzo made a motion to Approve Request from IU Facilities for Sidewalk Closure on 13th St. Hollingsworth seconded. Motion is passed.

Sara Gomez, Planning and Transportation, presented to Approve Request from CBU for Road Closure on Ralston Dr. between Milton Dr. and Banta Ave. See meeting packet for details.

Board Comments: Hollingsworth asked if there were any issues with surrounding property owners. Phil Peden, City of Bloomington Utilities, came to the Board to confirm there have been no issues with this closure. Cox Deckard made a comment to make sure to have coordination if there are issues with traffic calming during this closure. Cox Deckard explained where the traffic calming was put into place to Hollingsworth.

Hollingsworth made a motion to Approve Request from CBU for Road Closure on Ralston Dr. between Milton Dr. and Banta Ave. Palazzo seconded. Motion is passed.

Sara Gomez, Planning and Transportation, presented to Approve MOU for Construction with Gilliatte General Contractors at Victoria Towers 221 E. Kirkwood Ave. See meeting packet for details.

Approve Request from IU Facilities for Sidewalk Closure on 13th St. between Woodlawn Ave. and N. Fess Ave. (Wednesday, June 26th- Friday, July 26th)

Approve Request from CBU for Road Closure on Ralston Dr. between Milton Dr. and Banta Ave. (Wednesday, June 26th- Friday, July 26th)

Approve MOU for Construction with Gilliatte General Contractors at Victoria Towers 221 E. Kirkwood Ave. (Tuesday, July 9th-Friday, July 12th)

Board Comments: Hollingsworth asked if they are just tapping into the water line for this construction project. Gomez said they are going to tap in to the water main to install the fire line. Hollingsworth asked if that happens for all new buildings. Gomez confirmed. Palazzo asked if the meter fees were calculated correctly. Gomez confirmed. Palazzo needed clarification on the times of the closure.

Public Comment: Brian Leibacher, Monroe County Public Library, came to the Board to ask if the water will be shut off during the construction. Tom Ritman, Gilliatte General Contractors, said no.

Palazzo made a motion to Approve MOU for Construction with Gilliatte General Contractors at Victoria Towers 221 E. Kirkwood Ave. Palazzo seconded. Motion is passed.

Sara Gomez, Planning and Transportation, presented to Approve Request from Reed & Sons Construction, Inc. for Road Closure on S. Henderson St. between Smith Ave. and Atwater Ave. and One-Lane Closure on Atwater Ave. for Underground Utility Repair. See meeting packet for details.

Board Comments: Hollingsworth needed confirmation on the times of the closure. Gomez confirmed it is an overnight closure. Cox Deckard need clarification on the road closure on S. Henderson. Gomez confirmed it is completely closed.

Hollingsworth made a motion to Approve Request from Reed & Sons Construction, Inc. for Road Closure on S. Henderson St. between Smith Ave. and Atwater Ave. and One-Lane Closure on Atwater Ave. for Underground Utility Repair. Palazzo seconded. Motion is passed.

Joe VanDeventer, Street Department, presented to Approve Award of Contract for 2019 Street Pavement Marking Services to Airmarking Company, Inc.

Board Comments: Palazzo asked VanDeventer if the bid was around what he was expecting. VanDeventer said it was

Approve Request from Reed & Sons Construction, Inc. for Road Closure on S. Henderson St. between Smith Ave. and Atwater Ave. and One-Lane Closure on Atwater Ave. for Underground Utility Repair (Monday, July 8th - Friday, July 12th)

Approve Award of Contract for 2019 Street Pavement Marking Services to Airmarking Company, Inc.

higher. Hollingsworth asked how much higher it was than he expected. VanDeventer said \$23,800 more.

Palazzo made a motion to Approve Award of Contract for 2019 Street Pavement Marking Services to Airmarking Company, Inc. Hollingsworth seconded. Motion is passed.

STAFF REPORTS & OTHER BUSINESS

Adam Wason, Public Works, wanted to let the public know there is an interactive paving map on the City's website on the Street Department's link to see what the next paving projects are. Wason also wanted to remind the public to check out the B-Clear portal on the City's website to compare street segments. The City of Bloomington Animal Shelter did host Free Feline Friday this past week. If there are more kittens left, they will probably hold the event again this week and possibly the next. Wason said Public Works is still in their busy season. Cox Deckard mentioned the storms haven't helped. Wason said the City has been lucky with not having much damage. Wason wanted to thank the departments that get called out when damage does happen.

APPROVAL OF CLAIMS

Hollingsworth made a motion to approve claims in the amount of \$1,069,010.33. Palazzo seconded. Claims are approved.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting adjourned at 6:02 P.M.

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Noise Permit for Dronepalooza

Petitioner/Representative: Parks and Recreation, Crystal Ritter/Devta Kidd

Staff Representative: Christina Smith

Meeting Date: July 9, 2019

Parks and Recreation Department is requesting a noise permit for their Dronepalooza event on Saturday, September 7, 2019 at Bloomington High School North's Soccer Field and parking lot from 1:00 p.m. to 6:00 p.m.

This is a festival-like event organized by the City of Bloomington as part of the Bloomington Fast Forward Series which is a series of events highlighting the potential impact of cutting edge technology on the city.

This event will celebrate and inform citizens on all things UAV (Unmanned Aerial Vehicle aka drone) and collect input on how they would like to see the City using drones. Entertainment will be provided by BHSN student bands. Staff supports this request.



NOISE PERMIT

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

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3410 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Dronepalooza		
Location of Event:	Bloomington High-school North- Soccer Field and Parking Lot		
Date of Event:	9/7/2019	Time of Event:	Start: 1:00 PM
Calendar Day of Week:	Saturday		End: 6:00 PM
Description of Event:	Dronepalooza is a festival-like event organized by the City of Bloomington as part of our Bloomington Fast Forward series. This event will celebrate and inform residents on all things UAV (aka drone) and collect input from them on ways they would like to see the City using drones.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Crystal Ritter/Devta Kidd		
Organization:	COB Parks & Rec. and Office of the Mayor	Title:	Com. Events Coord.
Physical Address:	401 N. Morton St., Suite 250, Bloomington, IN 47408		
Email Address:	ritterc@bloomington.org	Phone Number:	812.349.3725
Signature:		Date:	06/21/2019

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Date

Dana Palazzo, Secretary



Board of Public Works Staff Report

Project/Event: Noise Permit for Mills Pool Open Swim Day

Petitioner/Representative: Parks and Recreation, Crystal Ritter

Staff Representative: Christina Smith

Meeting Date: July 9, 2019

Parks and Recreation Department is requesting a noise permit for their Mills Pool Open Swim Day on Friday, July 19, 2019 from 3:00 p.m. to 7:00 p.m.

This is a great community event where B97 is sponsoring free pool admissions for the day. B97 will also be playing amplified music during this event. Staff supports this request.



NOISE PERMIT

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

Application and Permit Information

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


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

Contact Christina Smith with any questions: (812) 349-3410 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Mills Pool Open Swim Day		
Location of Event:	Mills Pool, 1100 W. 14th Street		
Date of Event:	July 19, 2019	Time of Event:	Start: 3:00 PM
Calendar Day of Week:	Friday		End: 7:00 PM
Description of Event:	B97 is sponsoring free pool admission at Mills Pool on this day and will out broadcasting live from the pool and playing amplified music at the pool.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Crystal Ritter		
Organization:	Bloomington Parks and Recreation	Title:	Community Events Coo
Physical Address:	401 N. Morton St., Suite 250, Bloomington, IN 47402		
Email Address:	ritterc@bloomington.in.gov	Phone Number:	812.349.3725
Signature:		Date:	6/14/2019

FOR CITY OF BLOOMINGTON USE ONLY

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

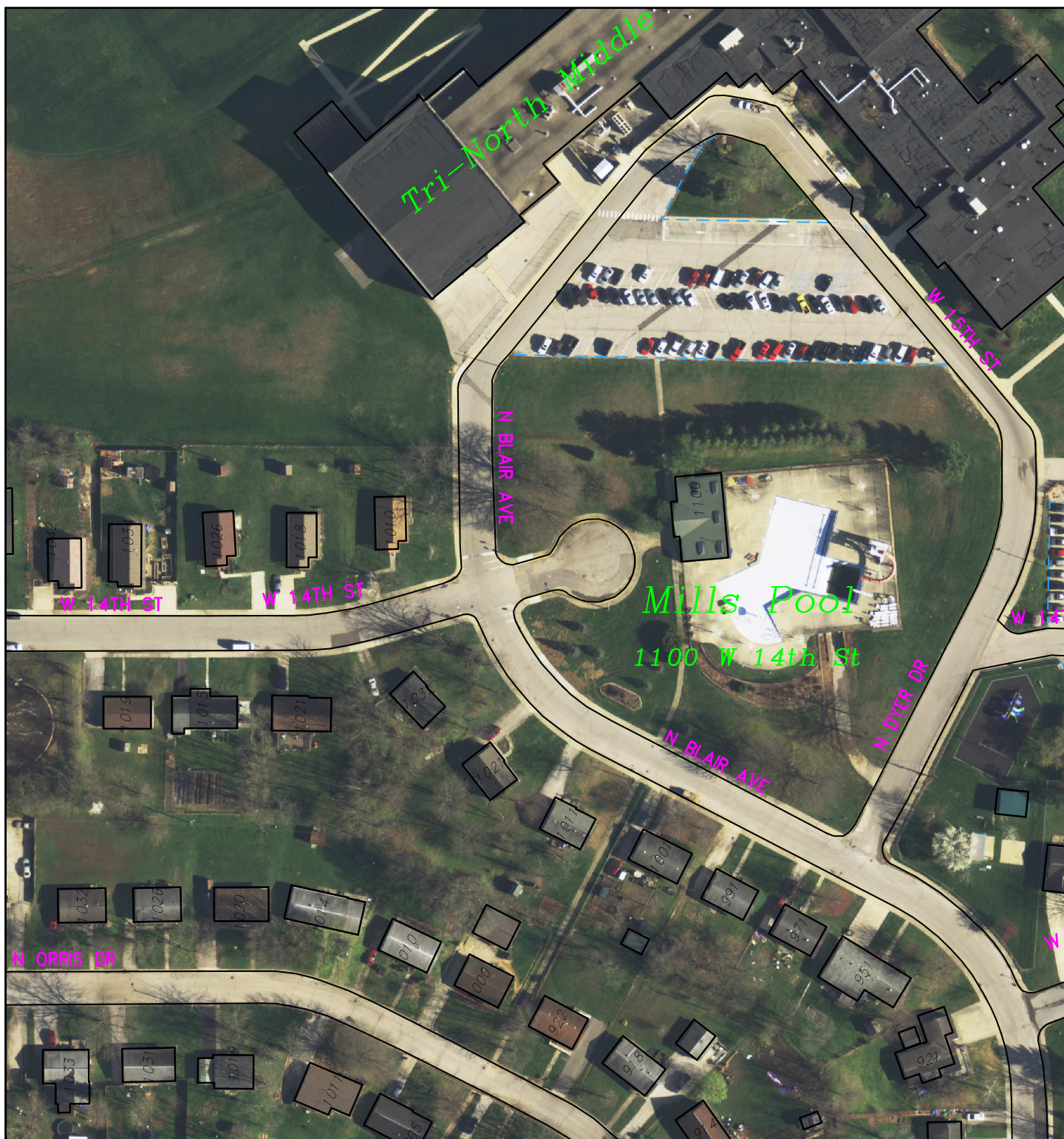
BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

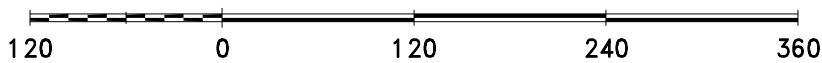
Beth H. Hollingsworth, Vice-President

Date

Dana Palazzo, Secretary



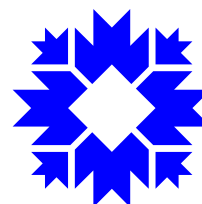
By: smithc
27 Jun 19



For reference only; map information NOT warranted.



City of Bloomington
Public Works





Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: July 9, 2019

The Department of Public Works requested and received lighting plans for the following locations:

W. 11th Street

Location: W. 11th Street between N. Rogers Street and N. Fairview Street

Fixtures: Four (4) 70 Watt LED roadway fixtures mounted on existing wooden poles

Funding Source: Local Roads and Streets Fund

Option A: \$2,604.31

Estimated Monthly Charge: \$9.85

E. 17th Street

Location: E. 17th Street, just east of N. Fee Lane

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on new spun aluminum poles

Funding Source: Local Roads and Streets Fund

Option A: \$11,489.89

Estimated Monthly Charge: \$13.85

Country Club Drive Pedestrian Bridge

Location: W. Country Club Drive

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on new spun aluminum poles

Funding Source: Local Roads and Streets Fund

Option A: \$26,044.66

Estimated Monthly Charge: \$23.71

W. 3rd Street & S. Westplex Avenue

Location: W. 3rd Street & S. Westplex Avenue

Fixtures: Four (4) 110 Watt LED fixtures mounted on existing wooden poles.

Funding Source: Local Roads and Streets Fund

Option A: \$5,171.53

Estimated Monthly Charge: \$13.92

Alley Activation Project

Location: Downtown alley ways from College Avenue to Washington Street and from Kirkwood Avenue to 7th Street

Fixtures: Twelve (12) 2-130 Watt LED flood fixtures and 10-70 Watt LED fixtures mounted on existing wooden poles.

Funding Source: Bicentennial Bond Fund

Option A: \$8,757.21

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$31.94

Metered Surface Lots

Location: E. 4th Street & N. Dunn Street

Fixtures: Six (6) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$5,001.51

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$15.52

Location: E. 6th Street & N. Lincoln Street

Fixtures: Five (5) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$3,977.93

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$12.80

Location: E. 4th Street & N. Washington Street

Fixtures: Eight (8) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$3,612.11

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$18.62

All of the above mentioned lights will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services.

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs will be paid out various funds and the ongoing monthly costs will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

Recommendation: ☒ Approve Outdoor Lighting Service Agreements by *Christina Smith*



6/27/2019

CITY OF BLOOMINGTON

Subject:

505 11TH ST W
BLOOMINGTON, IN

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,


Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information		Equipment, Energy and Maintenance		BLTILCLM0000014683		6/27/2019
		Agreement Coverage		Agreement Number		Current Date
90003938	33153493	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name				This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON			
Service Location or Subdivision				The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	505 11TH ST W			
Service Address	MISC: ST LIGHTS			
Service City, State, Zip code	BLOOMINGTON	IN		
Mailing Name	CITY OF BLOOMINGTON			Notes:
Mailing Business Name				
Mailing Address				
Mailing Address				
Mailing City, State, Zip code				

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 9/25/2019
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$2,604.01	\$5.76	\$4.09	4	\$9.85	\$2.46	\$2.46
Option B - 1 Year Agreement Initial Term	\$226.93	\$5.76	\$4.09	4	\$236.78	\$59.20	\$2.46
Option C - 3 Year Agreement Initial Term	\$77.75	\$5.76	\$4.09	4	\$87.60	\$21.90	\$2.46
Option D - 5 Year Agreement Initial Term	\$52.75	\$5.76	\$4.09	4	\$62.60	\$15.65	\$2.46
Option E - 7 Year Agreement Initial Term	\$42.31	\$5.76	\$4.09	4	\$52.16	\$13.04	\$2.46
Option F - 10 Year Agreement Initial Term	\$34.75	\$5.76	\$4.09	4	\$44.60	\$11.15	\$2.46

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)



DECLINE

☐

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative	AND	Customer / Representative
Signature <u>Craig Barker</u>		Signature _____
Printed Name <u>Craig Barker</u>		Printed Name _____
Date <u>6/27/2019</u>		Date _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. — EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$1.44	\$1.02	4	\$9.85
SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									9.85

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE — BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.04377 Rate Effective Date 9/1/2018 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE

Impact Watts = the energy used by the lamp watts plus ballast watts.

- | | |
|--|---|
| a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | c. Annual kWh divided by twelve (12) months equals monthly kWh. |
| b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). | d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item. |

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1
2	Existing Pole	1
3	Existing Pole	1
4	Existing Pole	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____

Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
 - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
 - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

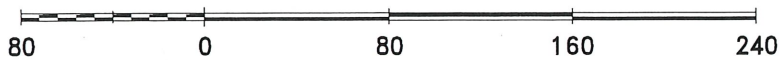
- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



W. 11th Street

- Proposed Street Light Fixtures Mounted on Existing Wooden Poles

By: smithc
2 Jul 19



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 80'



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: July 9, 2019

The Department of Public Works requested and received lighting plans for the following locations:

W. 11th Street

Location: W. 11th Street between N. Rogers Street and N. Fairview Street

Fixtures: Four (4) 70 Watt LED roadway fixtures mounted on existing wooden poles

Funding Source: Local Roads and Streets Fund

Option A: \$2,604.31

Estimated Monthly Charge: \$9.85

E. 17th Street

Location: E. 17th Street, just east of N. Fee Lane

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on new spun aluminum poles

Funding Source: Local Roads and Streets Fund

Option A: \$11,489.89

Estimated Monthly Charge: \$13.85

Country Club Drive Pedestrian Bridge

Location: W. Country Club Drive

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on new spun aluminum poles

Funding Source: Local Roads and Streets Fund

Option A: \$26,044.66

Estimated Monthly Charge: \$23.71

W. 3rd Street & S. Westplex Avenue

Location: W. 3rd Street & S. Westplex Avenue

Fixtures: Four (4) 110 Watt LED fixtures mounted on existing wooden poles.

Funding Source: Local Roads and Streets Fund

Option A: \$5,171.53

Estimated Monthly Charge: \$13.92

Alley Activation Project

Location: Downtown alley ways from College Avenue to Washington Street and from Kirkwood Avenue to 7th Street

Fixtures: Twelve (12) 2-130 Watt LED flood fixtures and 10-70 Watt LED fixtures mounted on existing wooden poles.

Funding Source: Bicentennial Bond Fund

Option A: \$8,757.21

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$31.94

Metered Surface Lots

Location: E. 4th Street & N. Dunn Street

Fixtures: Six (6) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$5,001.51

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$15.52

Location: E. 6th Street & N. Lincoln Street

Fixtures: Five (5) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$3,977.93

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$12.80

Location: E. 4th Street & N. Washington Street

Fixtures: Eight (8) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$3,612.11

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$18.62

All of the above mentioned lights will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services.

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs will be paid out various funds and the ongoing monthly costs will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

Recommendation: ☒ Approve Outdoor Lighting Service Agreements by *Christina Smith*



6/27/2019

CITY OF BLOOMINGTON
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject:
1413 17TH ST E
BLOOMINGTON, IN

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000014682		6/27/2019
	Agreement Coverage			Agreement Number		Current Date
38403719	33154080	75110	5450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name				This Agreement has an Initial Term selected by Customer.		
Customer Name	CITY OF BLOOMINGTON					
Service Location or Subdivision						
Service Address	1413 17TH ST E					
Service Address	MISC: ST LIGHTS					
Service City, State, Zip code	BLOOMINGTON	IN				
Mailing Name	CITY OF BLOOMINGTON			Notes:		
Mailing Business Name						
Mailing Address	PO BOX 100					
Mailing Address						
Mailing City, State, Zip code	BLOOMINGTON	IN	47402-0100			

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 9/25/2019
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$11,489.89	\$10.78	\$3.06	3	\$13.85	\$4.62	\$4.62
Option B - 1 Year Agreement Initial Term	\$1,001.31	\$10.78	\$3.06	3	\$1,015.16	\$338.39	\$4.62
Option C - 3 Year Agreement Initial Term	\$343.06	\$10.78	\$3.06	3	\$356.91	\$118.97	\$4.62
Option D - 5 Year Agreement Initial Term	\$232.76	\$10.78	\$3.06	3	\$246.61	\$82.20	\$4.62
Option E - 7 Year Agreement Initial Term	\$186.69	\$10.78	\$3.06	3	\$200.54	\$66.85	\$4.62
Option F - 10 Year Agreement Initial Term	\$153.33	\$10.78	\$3.06	3	\$167.18	\$55.73	\$4.62

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)



DECLINE



IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative

AND

Customer / Representative

Signature

Craig Barker

Signature

Printed Name

Craig Barker

Printed Name

Date

6/27/2019

Date

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. — EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$3.59	\$1.02	3	\$13.85
SECTION I - A - TOTALS								*ESTIMATED MONTHLY TOTAL COST	13.85

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE — BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.04377 Rate Effective Date 9/1/2018 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE

Impact Watts = the energy used by the lamp watts plus ballast watts.

- | | |
|--|---|
| a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | c. Annual kWh divided by twelve (12) months equals monthly kWh. |
| b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). | d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item. |

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
2	Legacy Style 39 Ft Direct Buried Single or Twin Side Mount Aluminum Satin Finish	3

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____

Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II — CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III — ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV — SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V — PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI — TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.




SECTION VI — OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

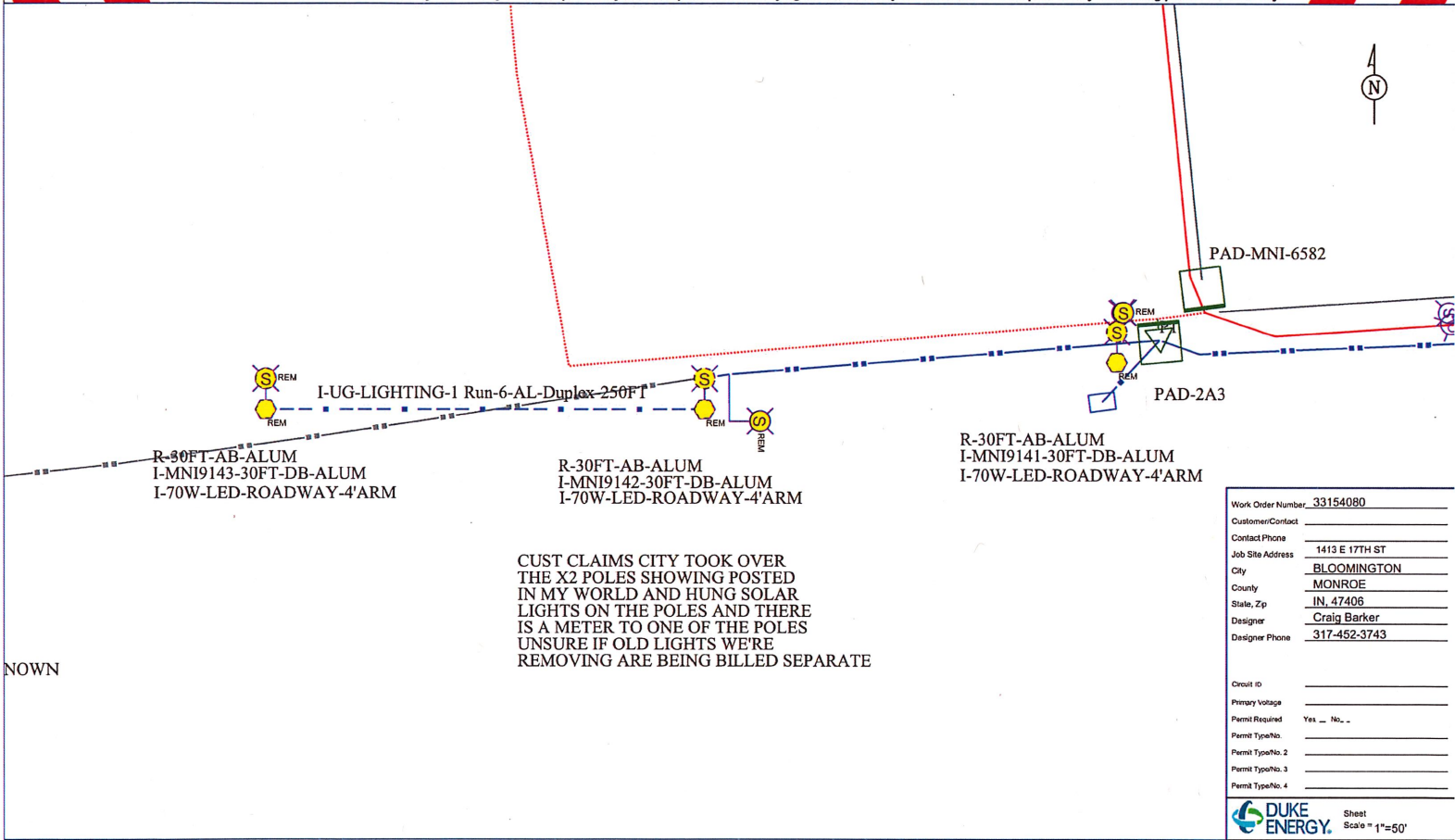
OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

 SAFETYFirst PERSONAL ACCOUNTABILITY ACTIVE CAREING HAZARD RECOGNITION	USP: Add Up Stream Protection, Facility ID, and Blocking Devise Type	 6 Feet SAFETY ZONE	Safety Reminders / Adverse Conditions	 Work Zone General Comments: Double click to e
	USP:		?:	
	USP:		?:	
	USP:		?:	

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



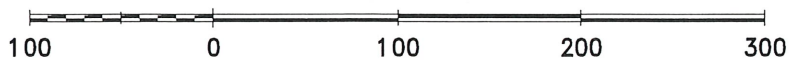
Work Order Number:	33154080
Customer/Contact	
Contact Phone	
Job Site Address	1413 E 17TH ST
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47406
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit to	
Primary Voltage	
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



E. 17th Street, just east of N. Fee Lane

● Proposed Street Light Locations

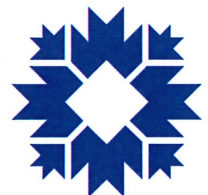
By: smithc
2 Jul 19



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 100'



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: July 9, 2019

The Department of Public Works requested and received lighting plans for the following locations:

W. 11th Street

Location: W. 11th Street between N. Rogers Street and N. Fairview Street

Fixtures: Four (4) 70 Watt LED roadway fixtures mounted on existing wooden poles

Funding Source: Local Roads and Streets Fund

Option A: \$2,604.31

Estimated Monthly Charge: \$9.85

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Location: E. 17th Street, just east of N. Fee Lane

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on new spun aluminum poles

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Location: W. Country Club Drive

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on new spun aluminum poles

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Location: W. 3rd Street & S. Westplex Avenue

Fixtures: Four (4) 110 Watt LED fixtures mounted on existing wooden poles.

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Location: Downtown alley ways from College Avenue to Washington Street and from Kirkwood Avenue to 7th Street

Fixtures: Twelve (12) 2-130 Watt LED flood fixtures and 10-70 Watt LED fixtures mounted on existing wooden poles.

Funding Source: Bicentennial Bond Fund

Option A: \$8,757.21

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$31.94

Metered Surface Lots

Location: E. 4th Street & N. Dunn Street

Fixtures: Six (6) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$5,001.51

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$15.52

Location: E. 6th Street & N. Lincoln Street

Fixtures: Five (5) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$3,977.93

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$12.80

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All of the above mentioned lights will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services.

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs will be paid out various funds and the ongoing monthly costs will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

Recommendation: ☒ Approve Outdoor Lighting Service Agreements by *Christina Smith*



6/14/2019

CITY OF BLOOMINGTON

Subject:
2610 WALNUT ST S
BLOOMINGTON, IN

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000014591		6/14/2019
	Agreement Coverage			Agreement Number		Current Date
44403936	32995252	75110	5450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana, 1000 East Main Street, Plainfield, IN 46168

Business Name					This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON				
Service Location or Subdivision					The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	2610 WALNUT ST S - County Club Pedestrian Bridge				
Service Address	MISC: ST LIGHTS				
Service City, State, Zip code	BLOOMINGTON	IN			
Mailing Name	CITY OF BLOOMINGTON				Notes:
Mailing Business Name					
Mailing Address					
Mailing Address					
Mailing City, State, Zip code					

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 9/12/2019
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$26,044.66	\$20.65	\$3.06	3	\$23.71	\$7.90	\$7.90
Option B - 1 Year Agreement Initial Term	\$2,269.72	\$20.65	\$3.06	3	\$2,293.43	\$764.48	\$7.90
Option C - 3 Year Agreement Initial Term	\$777.63	\$20.65	\$3.06	3	\$801.34	\$267.11	\$7.90
Option D - 5 Year Agreement Initial Term	\$527.61	\$20.65	\$3.06	3	\$551.32	\$183.77	\$7.90
Option E - 7 Year Agreement Initial Term	\$423.17	\$20.65	\$3.06	3	\$446.88	\$148.96	\$7.90
Option F - 10 Year Agreement Initial Term	\$347.56	\$20.65	\$3.06	3	\$371.27	\$123.76	\$7.90

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F)



DECLINE



IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative

AND

Customer / Representative

Signature

Craig Barker

Signature

Printed Name

Craig Barker

Printed Name

Date

6/14/2019

Date

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$6.88	\$1.02	3	\$23.71
SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									23.71

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.04377 Rate Effective Date 9/1/2018 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Legacy Style 39 Ft Direct Buried Single or Twin Side Mount Aluminum Satin Finish	3

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

<i>Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.</i>	
Customer's Signature _____	Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1

All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2

If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3

The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4

Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5

Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6

Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7

If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8

Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9

Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company,(i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10

Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11

When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12

If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13

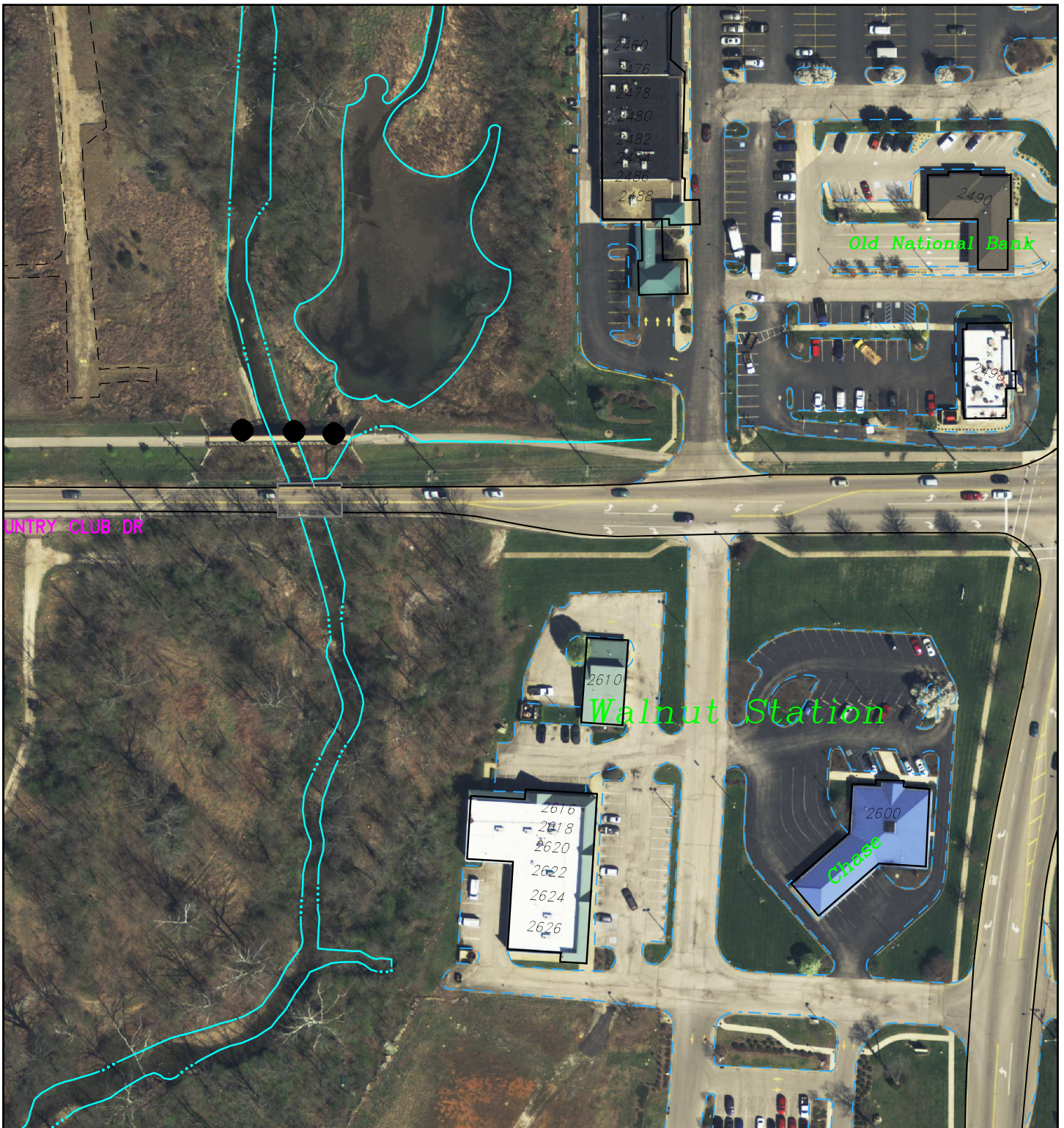
This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14

Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15

No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16

Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

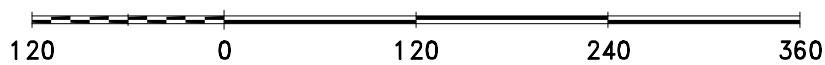




Country Club Drive Pedestrian Bridge

- Proposed Locations of Street Lights

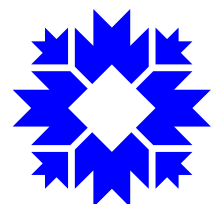
By: smithc
2 Jul 19



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 120'



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: July 9, 2019

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Location: W. 11th Street between N. Rogers Street and N. Fairview Street

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Option A: \$2,604.31

Estimated Monthly Charge: \$9.85

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Location: E. 17th Street, just east of N. Fee Lane

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on new spun aluminum poles

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Location: W. Country Club Drive

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on new spun aluminum poles

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Location: E. 4th Street & N. Dunn Street

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Recommendation: ☒ Approve Outdoor Lighting Service Agreements by *Christina Smith*



4/12/2019

CITY OF BLOOMINGTON

Subject:

1614 3RD ST W
BLOOMINGTON, IN

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,


Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000013897		4/12/2019
	Agreement Coverage			Agreement Number		Current Date
50703931	32284380	75110	5450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name		This Agreement has an Initial Term selected by Customer.	
Customer Name	CITY OF BLOOMINGTON		
Service Location or Subdivision		The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.	
Service Address	1614 3RD ST W		
Service Address	MISC: LIGHTS		
Service City, State, Zip code	BLOOMINGTON	IN	
Mailing Name	CITY OF BLOOMINGTON		Notes:
Mailing Business Name			
Mailing Address			
Mailing Address			
Mailing City, State, Zip code			

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 7/11/2019
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$5,171.53	\$7.50	\$6.42	4	\$13.92	\$3.48	\$3.48
Option B - 1 Year Agreement Initial Term	\$450.68	\$7.50	\$6.42	4	\$464.61	\$116.15	\$3.48
Option C - 3 Year Agreement Initial Term	\$154.41	\$7.50	\$6.42	4	\$168.33	\$42.08	\$3.48
Option D - 5 Year Agreement Initial Term	\$104.76	\$7.50	\$6.42	4	\$118.69	\$29.67	\$3.48
Option E - 7 Year Agreement Initial Term	\$84.03	\$7.50	\$6.42	4	\$97.95	\$24.49	\$3.48
Option F - 10 Year Agreement Initial Term	\$69.01	\$7.50	\$6.42	4	\$82.94	\$20.73	\$3.48

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) ☒ A ☐ DECLINE ☐

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative	AND	Customer / Representative
Signature <u>Craig Barker</u>		Signature _____
Printed Name <u>Craig Barker</u>		Printed Name _____
Date <u>4/12/2019</u>		Date _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Roadway LED 110W Gray (RAL7038) Type III	9,336	110	0.1100	440	\$1.88	\$1.60	4	\$13.92
SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									13.92

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.04377 Rate Effective Date 9/1/2018 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1
2	Existing Pole	1
3	Existing Pole	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

<p>Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death), and reasonable attorneys' fees.</p> <p>Customer's Signature _____ Date _____</p>	
---	--

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
 - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
 - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1

All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2

If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3

The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4

Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5

Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6

Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7

If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8

Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9

Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company,(i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10

Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11

When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12

If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13

This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14

Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15

No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16

Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

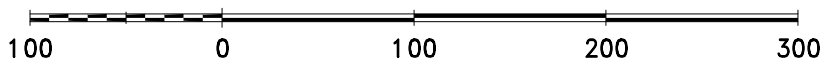


REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.





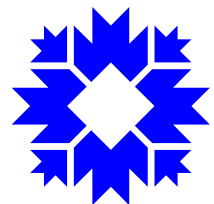
By: smithc
3 Jul 19



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 100'



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: July 9, 2019

The Department of Public Works requested and received lighting plans for the following locations:

W. 11th Street

Location: W. 11th Street between N. Rogers Street and N. Fairview Street

Fixtures: Four (4) 70 Watt LED roadway fixtures mounted on existing wooden poles

Funding Source: Local Roads and Streets Fund

Option A: \$2,604.31

Estimated Monthly Charge: \$9.85

E. 17th Street

Location: E. 17th Street, just east of N. Fee Lane

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on new spun aluminum poles

Funding Source: Local Roads and Streets Fund

Option A: \$11,489.89

Estimated Monthly Charge: \$13.85

Country Club Drive Pedestrian Bridge

Location: W. Country Club Drive

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on new spun aluminum poles

Funding Source: Local Roads and Streets Fund

Option A: \$26,044.66

Estimated Monthly Charge: \$23.71

W. 3rd Street & S. Westplex Avenue

Location: W. 3rd Street & S. Westplex Avenue

Fixtures: Four (4) 110 Watt LED fixtures mounted on existing wooden poles.

Funding Source: Local Roads and Streets Fund

Option A: \$5,171.53

Estimated Monthly Charge: \$13.92

Alley Activation Project

Location: Downtown alley ways from College Avenue to Washington Street and from Kirkwood Avenue to 7th Street

Fixtures: Twelve (12) 2-130 Watt LED flood fixtures and 10-70 Watt LED fixtures mounted on existing wooden poles.

Funding Source: Bicentennial Bond Fund

Option A: \$8,757.21

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$31.94

Metered Surface Lots

Location: E. 4th Street & N. Dunn Street

Fixtures: Six (6) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$5,001.51

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$15.52

Location: E. 6th Street & N. Lincoln Street

Fixtures: Five (5) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$3,977.93

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$12.80

Location: E. 4th Street & N. Washington Street

Fixtures: Eight (8) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$3,612.11

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$18.62

All of the above mentioned lights will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services.

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs will be paid out various funds and the ongoing monthly costs will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

Recommendation: ☒ Approve Outdoor Lighting Service Agreements by *Christina Smith*



5/9/2019

CITY OF BLOOMINGTON C/O SHOWERS BLDG PARK LOT
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject:

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,


Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000014190		5/9/2019
	Agreement Coverage			Agreement Number		Current Date
4002674	31851910	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT

DUKE ENERGY

Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name				This Agreement has an Initial Term selected by Customer.		
Customer Name	CITY OF BLOOMINGTON C/O SHOWERS BLDG PARK LOT					
Service Location or Subdivision	Alley Activation Project			The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.		
Service Address						
Service Address						
Service City, State, Zip code						
Mailing Name	CITY OF BLOOMINGTON C/O SHOWERS BLDG PARK LOT			Notes:		
Mailing Business Name						
Mailing Address	PO BOX 100					
Mailing Address						
Mailing City, State, Zip code	BLOOMINGTON IN 47402-0100					

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 8/7/2019
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$8,757.21	\$17.93	\$14.01	12	\$31.94	\$2.66	\$2.66
Option B - 1 Year Agreement Initial Term	\$763.17	\$17.93	\$14.01	12	\$795.11	\$66.26	\$2.66
Option C - 3 Year Agreement Initial Term	\$261.47	\$17.93	\$14.01	12	\$293.41	\$24.45	\$2.66
Option D - 5 Year Agreement Initial Term	\$177.40	\$17.93	\$14.01	12	\$209.34	\$17.45	\$2.66
Option E - 7 Year Agreement Initial Term	\$142.29	\$17.93	\$14.01	12	\$174.23	\$14.52	\$2.66
Option F - 10 Year Agreement Initial Term	\$116.86	\$17.93	\$14.01	12	\$148.80	\$12.40	\$2.66

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) ☒ A ☐ DECLINE ☐

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative	AND	Customer / Representative
Signature <u>Craig Barker</u>		Signature _____
Printed Name <u>Craig Barker</u>		Printed Name _____
Date <u>5/9/2019</u>		Date _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
3	Flood LED 130W Gray Trunion/Yoke Mount for Wood Pole	14,715	130	0.1300	520	\$1.49	\$1.90	2	\$6.78
4	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$1.49	\$1.02	10	\$25.16
SECTION I - A - TOTALS							*ESTIMATED MONTHLY TOTAL COST		31.94

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.04377 Rate Effective Date 9/1/2018 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1
2	Existing Pole	1
3	Existing Pole	1
4	Existing Pole	1
5	Existing Pole	1
6	Existing Pole	1
7	Existing Pole	1
8	Existing Pole	1
9	Existing Pole	1
10	Existing Pole	1
11	Existing Pole	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.	
Customer's Signature _____	Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1

All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2

If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3

The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4

Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5

Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6

Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7

If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8

Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9

Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10

Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11

When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12

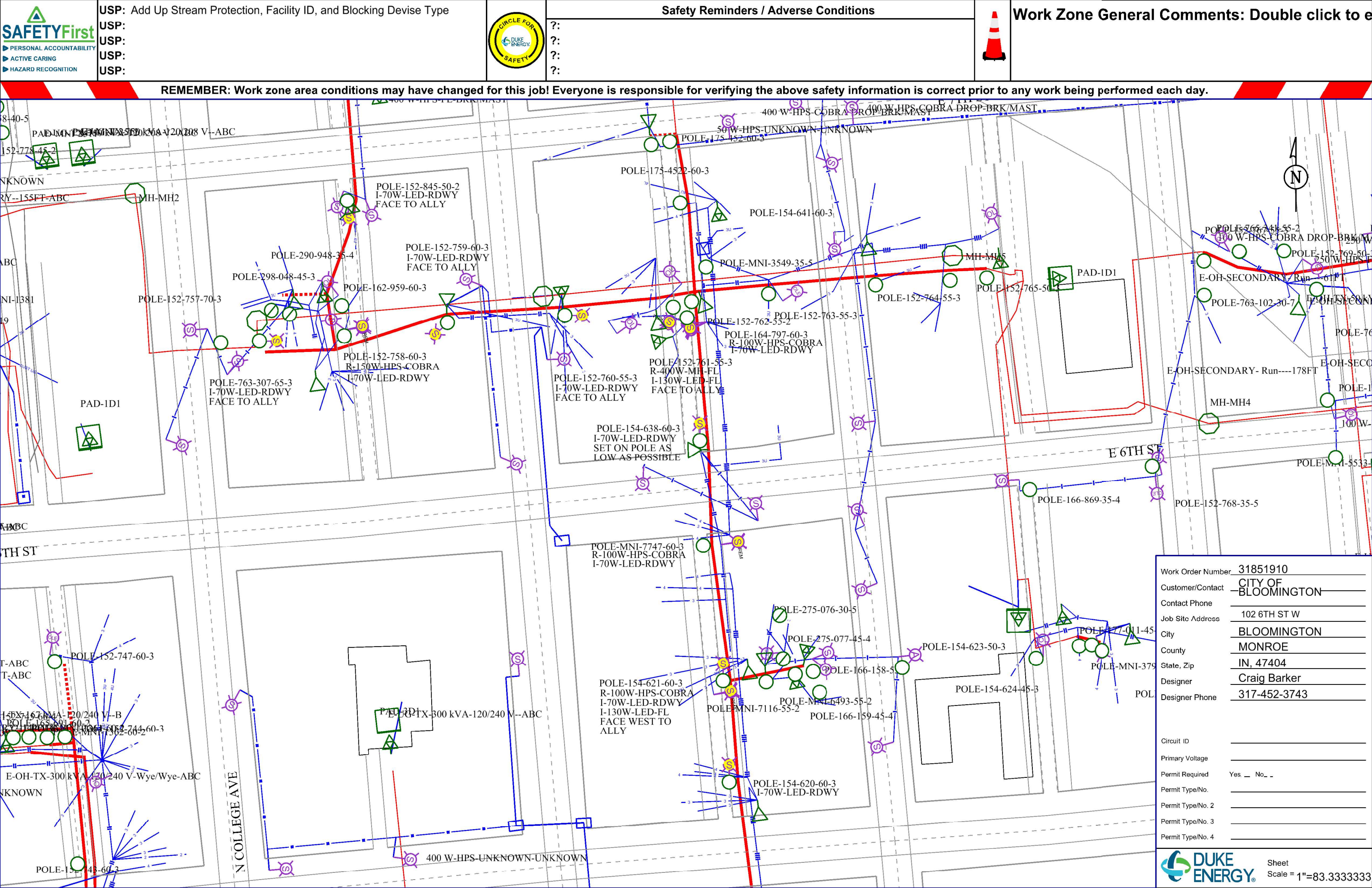
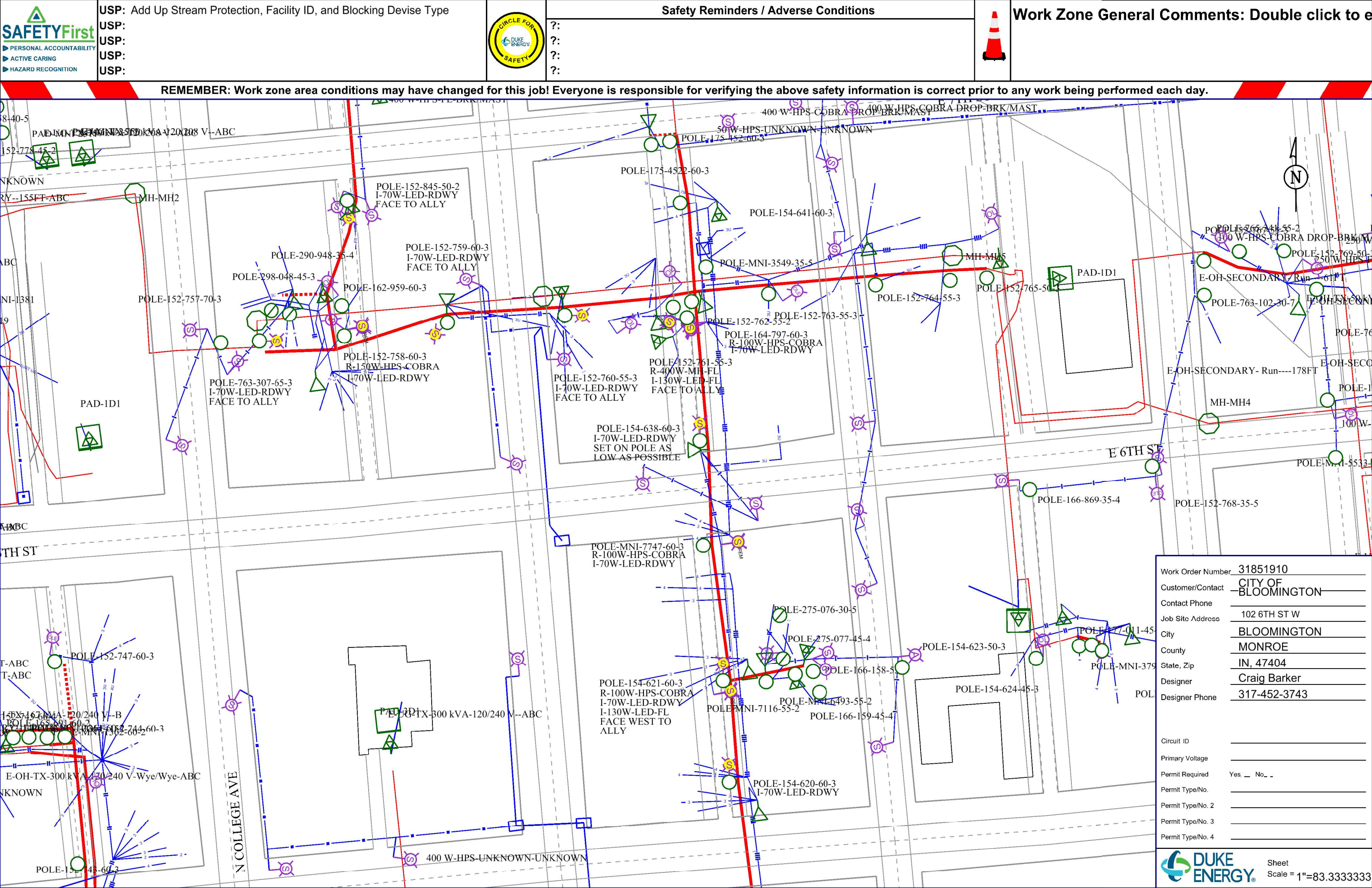
If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13

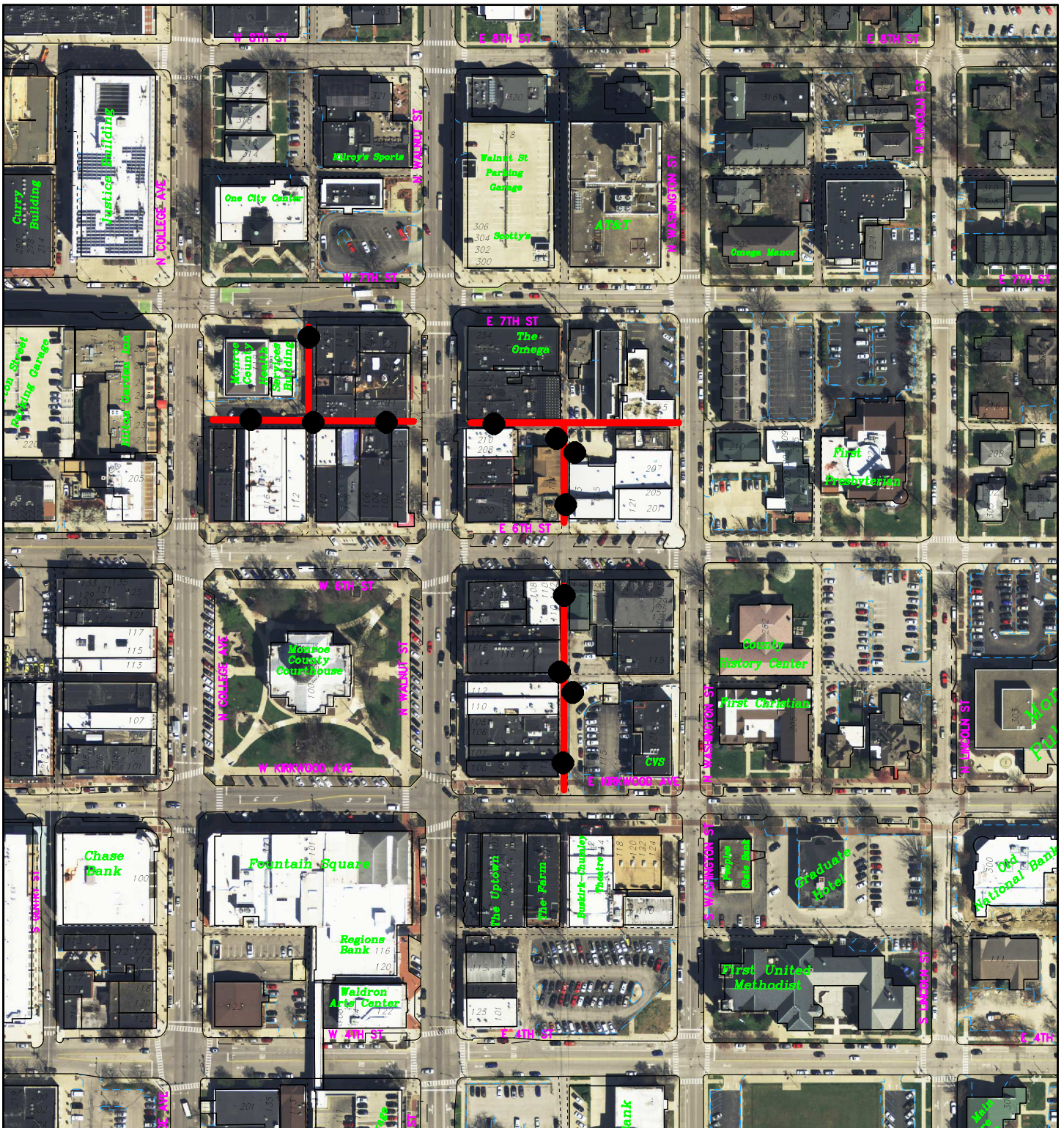
This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14

Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15

No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16

Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

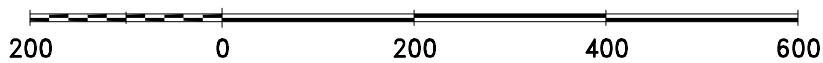




Alley Activation Project

- Proposed Location of Street Lights

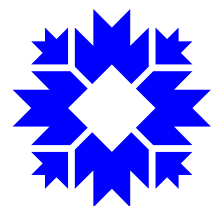
By: smithc
3 Jul 19



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 200'



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: July 9, 2019

The Department of Public Works requested and received lighting plans for the following locations:

W. 11th Street

Location: W. 11th Street between N. Rogers Street and N. Fairview Street

Fixtures: Four (4) 70 Watt LED roadway fixtures mounted on existing wooden poles

Funding Source: Local Roads and Streets Fund

Option A: \$2,604.31

Estimated Monthly Charge: \$9.85

E. 17th Street

Location: E. 17th Street, just east of N. Fee Lane

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on new spun aluminum poles

Funding Source: Local Roads and Streets Fund

Option A: \$11,489.89

Estimated Monthly Charge: \$13.85

Country Club Drive Pedestrian Bridge

Location: W. Country Club Drive

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on new spun aluminum poles

Funding Source: Local Roads and Streets Fund

Option A: \$26,044.66

Estimated Monthly Charge: \$23.71

W. 3rd Street & S. Westplex Avenue

Location: W. 3rd Street & S. Westplex Avenue

Fixtures: Four (4) 110 Watt LED fixtures mounted on existing wooden poles.

Funding Source: Local Roads and Streets Fund

Option A: \$5,171.53

Estimated Monthly Charge: \$13.92

Alley Activation Project

Location: Downtown alley ways from College Avenue to Washington Street and from Kirkwood Avenue to 7th Street

Fixtures: Twelve (12) 2-130 Watt LED flood fixtures and 10-70 Watt LED fixtures mounted on existing wooden poles.

Funding Source: Bicentennial Bond Fund

Option A: \$8,757.21

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$31.94

Metered Surface Lots

Location: E. 4th Street & N. Dunn Street

Fixtures: Six (6) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$5,001.51

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$15.52

Location: E. 6th Street & N. Lincoln Street

Fixtures: Five (5) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$3,977.93

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$12.80

Location: E. 4th Street & N. Washington Street

Fixtures: Eight (8) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$3,612.11

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$18.62

All of the above mentioned lights will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services.

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs will be paid out various funds and the ongoing monthly costs will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

Recommendation: ☒ Approve Outdoor Lighting Service Agreements by *Christina Smith*



3/29/2019

CITY OF BLOOMINGTON MISC: LIGHTS

Subject:

110 DUNN ST S
BLOOMINGTON, IN

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000013698		3/29/2019
	Agreement Coverage			Agreement Number		Current Date
78603930	32126881	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name				This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON MISC: LIGHTS			
Service Location or Subdivision				The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	110 DUNN ST S			
Service Address				
Service City, State, Zip code	BLOOMINGTON	IN		
Mailing Name	CITY OF BLOOMINGTON MISC: LIGHTS			Notes:
Mailing Business Name				
Mailing Address				
Mailing Address				
Mailing City, State, Zip code				

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 7/31/2019
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$5,001.51	\$9.39	\$6.13	6	\$15.52	\$2.59	\$2.59
Option B - 1 Year Agreement Initial Term	\$435.87	\$9.39	\$6.13	6	\$451.38	\$75.23	\$2.59
Option C - 3 Year Agreement Initial Term	\$149.33	\$9.39	\$6.13	6	\$164.85	\$27.48	\$2.59
Option D - 5 Year Agreement Initial Term	\$101.32	\$9.39	\$6.13	6	\$116.84	\$19.47	\$2.59
Option E - 7 Year Agreement Initial Term	\$81.26	\$9.39	\$6.13	6	\$96.78	\$16.13	\$2.59
Option F - 10 Year Agreement Initial Term	\$66.74	\$9.39	\$6.13	6	\$82.26	\$13.71	\$2.59

- * Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) ☒ A ☐ DECLINE ☐

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative	AND	Customer / Representative
Signature <u>Craig Barker</u>		Signature _____
Printed Name <u>Craig Barker</u>		Printed Name _____
Date <u>3/29/2019</u>		Date _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

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WITNESSETH:

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WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

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SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									15.52

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Current Rate per kWh 0.04377 Rate Effective Date 9/1/2018 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.

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3	Existing Pole	1
4	Existing Pole	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.	
Customer's Signature _____	Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1

All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2

If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3

The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4

Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5

Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6

Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7

If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8

Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9

Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10

Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11

When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12

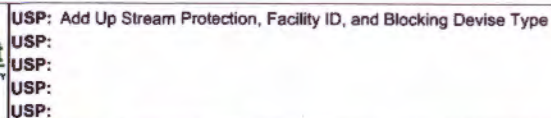
If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13

This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14

Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15

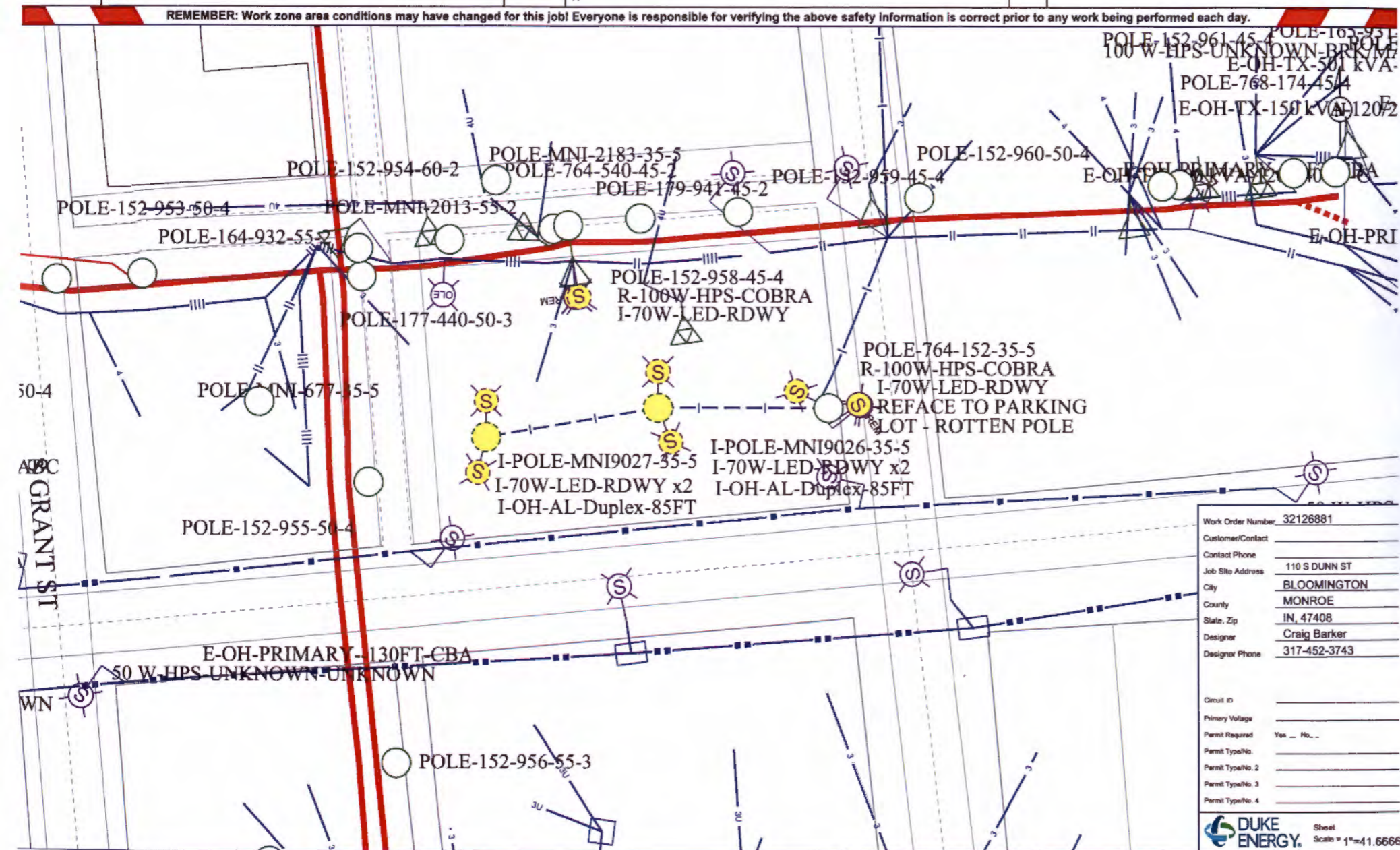
No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16

Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



Work Zone General Comments: Double click t

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



Work Order Number **32126881**

Customer/Contact

Contact Phone

Job Site Address

City

County

State, Zip

Designer

Designer:

100

Circuit ID

Primary Voltage

Permit Required Yes ☐ No ☐

Permit Type/No.

Permit Type/No. 2

Permit Type/No. 3

Permit Type/No. 4



Sheet
Scale = 1"=41.6666

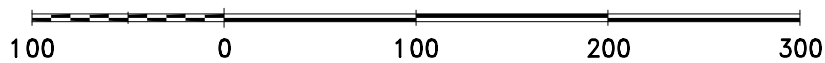


4th & Dunn Metered Surfaced Lot

● Proposed Location of Street Lights

By: smithc

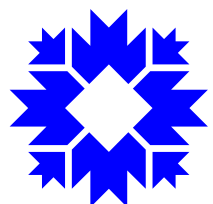
3 Jul 19



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 100'



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: July 9, 2019

The Department of Public Works requested and received lighting plans for the following locations:

W. 11th Street

Location: W. 11th Street between N. Rogers Street and N. Fairview Street

Fixtures: Four (4) 70 Watt LED roadway fixtures mounted on existing wooden poles

Funding Source: Local Roads and Streets Fund

Option A: \$2,604.31

Estimated Monthly Charge: \$9.85

E. 17th Street

Location: E. 17th Street, just east of N. Fee Lane

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on new spun aluminum poles

Funding Source: Local Roads and Streets Fund

Option A: \$11,489.89

Estimated Monthly Charge: \$13.85

Country Club Drive Pedestrian Bridge

Location: W. Country Club Drive

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on new spun aluminum poles

Funding Source: Local Roads and Streets Fund

Option A: \$26,044.66

Estimated Monthly Charge: \$23.71

W. 3rd Street & S. Westplex Avenue

Location: W. 3rd Street & S. Westplex Avenue

Fixtures: Four (4) 110 Watt LED fixtures mounted on existing wooden poles.

Funding Source: Local Roads and Streets Fund

Option A: \$5,171.53

Estimated Monthly Charge: \$13.92

Alley Activation Project

Location: Downtown alley ways from College Avenue to Washington Street and from Kirkwood Avenue to 7th Street

Fixtures: Twelve (12) 2-130 Watt LED flood fixtures and 10-70 Watt LED fixtures mounted on existing wooden poles.

Funding Source: Bicentennial Bond Fund

Option A: \$8,757.21

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$31.94

Metered Surface Lots

Location: E. 4th Street & N. Dunn Street

Fixtures: Six (6) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$5,001.51

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$15.52

Location: E. 6th Street & N. Lincoln Street

Fixtures: Five (5) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$3,977.93

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$12.80

Location: E. 4th Street & N. Washington Street

Fixtures: Eight (8) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$3,612.11

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$18.62

All of the above mentioned lights will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services.

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs will be paid out various funds and the ongoing monthly costs will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

Recommendation: ☒ Approve Outdoor Lighting Service Agreements by *Christina Smith*



3/29/2019

CITY OF BLOOMINGTON MISC: LIGHTS

Subject:
221 KIRKWOOD AVE E
BLOOMINGTON, IN

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,


Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000013697		3/29/2019
	Agreement Coverage			Agreement Number		Current Date
68603930	32126873	75110	\$450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name				This Agreement has an Initial Term selected by Customer.		
Customer Name	CITY OF BLOOMINGTON MISC: LIGHTS					
Service Location or Subdivision						
Service Address	221 KIRKWOOD AVE E					
Service Address						
Service City, State, Zip code	BLOOMINGTON		IN			
Mailing Name	CITY OF BLOOMINGTON MISC: LIGHTS					Notes:
Mailing Business Name						
Mailing Address						
Mailing Address						
Mailing City, State, Zip code						

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 7/31/2019
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$3,977.93	\$7.70	\$5.11	5	\$12.80	\$2.56	\$2.56
Option B - 1 Year Agreement Initial Term	\$346.67	\$7.70	\$5.11	5	\$359.47	\$71.89	\$2.56
Option C - 3 Year Agreement Initial Term	\$118.77	\$7.70	\$5.11	5	\$131.57	\$26.31	\$2.56
Option D - 5 Year Agreement Initial Term	\$80.58	\$7.70	\$5.11	5	\$93.39	\$18.68	\$2.56
Option E - 7 Year Agreement Initial Term	\$64.63	\$7.70	\$5.11	5	\$77.44	\$15.49	\$2.56
Option F - 10 Year Agreement Initial Term	\$53.08	\$7.70	\$5.11	5	\$65.89	\$13.18	\$2.56

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) ☐ DECLINE ☐

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative	AND	Customer / Representative
Signature <u>Craig Barker</u>		Signature _____
Printed Name <u>Craig Barker</u>		Printed Name _____
Date <u>3/29/2019</u>		Date _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$1.54	\$1.02	5	\$12.80
SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									12.80

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.04377 Rate Effective Date 9/1/2018 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1
2	Existing Pole	1
3	Existing Pole	1
4	Existing Pole	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.	
Customer's Signature _____	Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
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SECTION IV – SYSTEM MAINTENANCE

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- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1

All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2

If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3

The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4

Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5

Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6

Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7

If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8

Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9

Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10

Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11

When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12

If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13

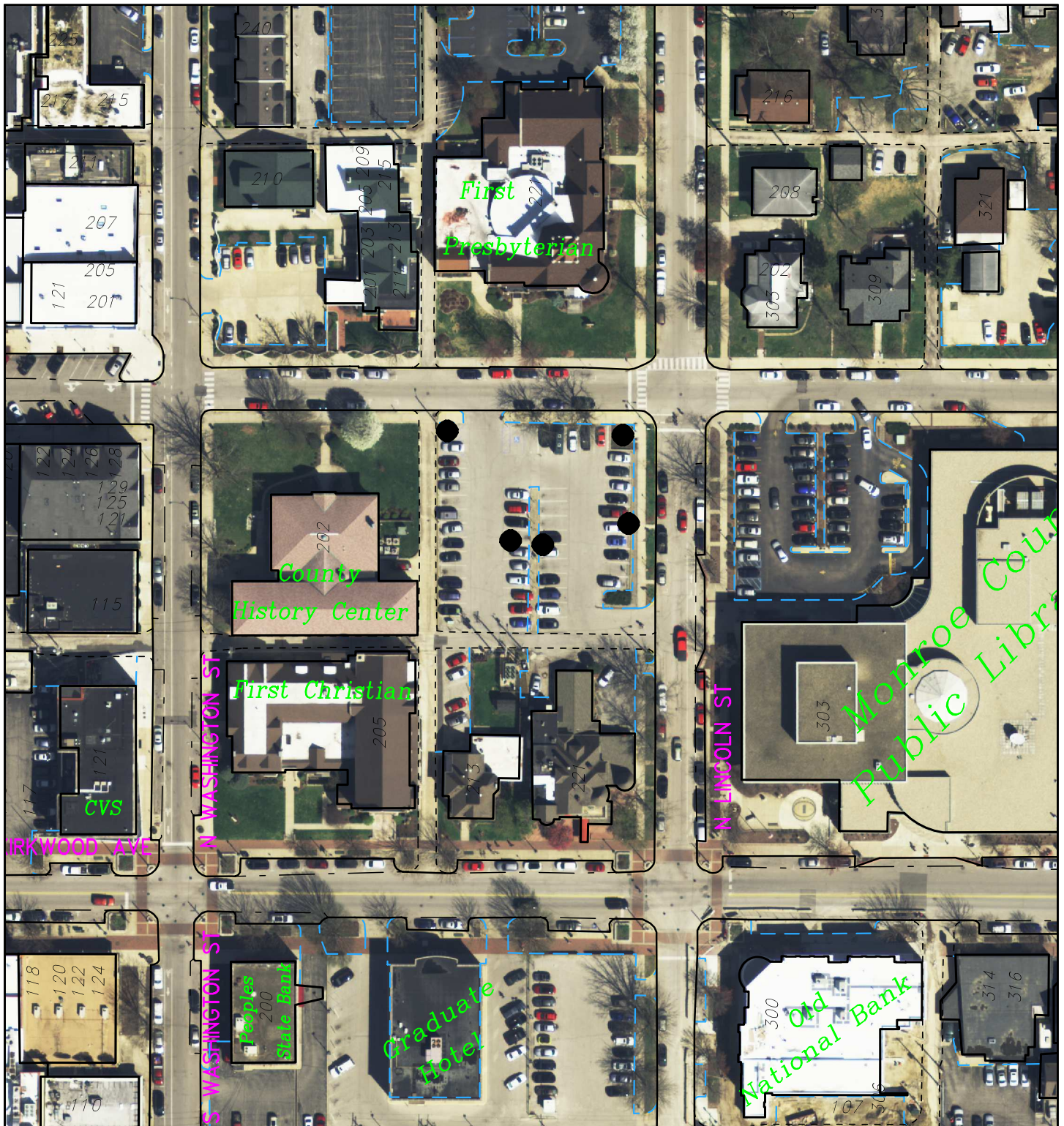
This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14

Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15

No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16

Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

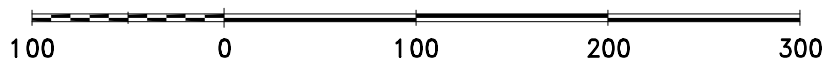




6th & Lincoln Metered Surface Lot

- Proposed Location of Street Lights

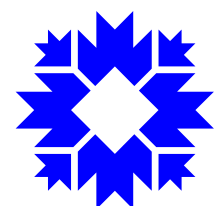
By: smithc
3 Jul 19



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 100'



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: July 9, 2019

The Department of Public Works requested and received lighting plans for the following locations:

W. 11th Street

Location: W. 11th Street between N. Rogers Street and N. Fairview Street

Fixtures: Four (4) 70 Watt LED roadway fixtures mounted on existing wooden poles

Funding Source: Local Roads and Streets Fund

Option A: \$2,604.31

Estimated Monthly Charge: \$9.85

E. 17th Street

Location: E. 17th Street, just east of N. Fee Lane

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on new spun aluminum poles

Funding Source: Local Roads and Streets Fund

Option A: \$11,489.89

Estimated Monthly Charge: \$13.85

Country Club Drive Pedestrian Bridge

Location: W. Country Club Drive

Fixtures: Three (3) 70 Watt LED roadway fixtures mounted on new spun aluminum poles

Funding Source: Local Roads and Streets Fund

Option A: \$26,044.66

Estimated Monthly Charge: \$23.71

W. 3rd Street & S. Westplex Avenue

Location: W. 3rd Street & S. Westplex Avenue

Fixtures: Four (4) 110 Watt LED fixtures mounted on existing wooden poles.

Funding Source: Local Roads and Streets Fund

Option A: \$5,171.53

Estimated Monthly Charge: \$13.92

Alley Activation Project

Location: Downtown alley ways from College Avenue to Washington Street and from Kirkwood Avenue to 7th Street

Fixtures: Twelve (12) 2-130 Watt LED flood fixtures and 10-70 Watt LED fixtures mounted on existing wooden poles.

Funding Source: Bicentennial Bond Fund

Option A: \$8,757.21

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$31.94

Metered Surface Lots

Location: E. 4th Street & N. Dunn Street

Fixtures: Six (6) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$5,001.51

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$15.52

Location: E. 6th Street & N. Lincoln Street

Fixtures: Five (5) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$3,977.93

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$12.80

Location: E. 4th Street & N. Washington Street

Fixtures: Eight (8) 70 Watt LED roadway fixtures mounted on existing wooden poles.

Funding Source: Parking Meter Fund

Option A: \$3,612.11

Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$18.62

All of the above mentioned lights will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services.

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs will be paid out various funds and the ongoing monthly costs will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

Recommendation: ☒ Approve Outdoor Lighting Service Agreements by *Christina Smith*



3/29/2019

CITY OF BLOOMINGTON MISC: LIGHTS

Subject:
110 WASHINGTON ST S
BLOOMINGTON, IN

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000013693		3/29/2019
	Agreement Coverage			Agreement Number		Current Date
28603990	32126864	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name					This Agreement has an Initial Term selected by Customer.
Customer Name		CITY OF BLOOMINGTON MISC: LIGHTS			
Service Location or Subdivision					The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address		110 WASHINGTON ST S			
Service Address					
Service City, State, Zip code		BLOOMINGTON	IN		
Mailing Name		CITY OF BLOOMINGTON MISC: LIGHTS			Notes:
Mailing Business Name					
Mailing Address					
Mailing Address					
Mailing City, State, Zip code					

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 7/31/2019
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$3,612.11	\$10.45	\$8.17	8	\$18.62	\$2.33	\$2.33
Option B - 1 Year Agreement Initial Term	\$314.79	\$10.45	\$8.17	8	\$333.40	\$41.68	\$2.33
Option C - 3 Year Agreement Initial Term	\$107.85	\$10.45	\$8.17	8	\$126.47	\$15.81	\$2.33
Option D - 5 Year Agreement Initial Term	\$73.17	\$10.45	\$8.17	8	\$91.79	\$11.47	\$2.33
Option E - 7 Year Agreement Initial Term	\$58.69	\$10.45	\$8.17	8	\$77.31	\$9.66	\$2.33
Option F - 10 Year Agreement Initial Term	\$48.20	\$10.45	\$8.17	8	\$66.82	\$8.35	\$2.33

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) ☒ A ☐ DECLINE ☐

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative		AND	Customer / Representative	
Signature	<u>Craig Barker</u>		Signature	<u></u>
Printed Name	<u>Craig Barker</u>		Printed Name	<u></u>
Date	<u>3/29/2019</u>		Date	<u></u>

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$1.31	\$1.02	8	\$18.62
SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									18.62

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.04377 Rate Effective Date 9/1/2018 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1
2	Existing Pole	1
3	Existing Pole	1
4	Existing Pole	1
5	Existing Pole	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.	
Customer's Signature _____	Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

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- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
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- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1

All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2

If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3

The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4

Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
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Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6

Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7

If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8

Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9

Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company,(i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10

Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11

When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12

If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13

This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14

Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15

No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16

Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



USP: Add Up Stream Protection, Facility ID, and Blocking Device Type
USP:
USP:
USP:



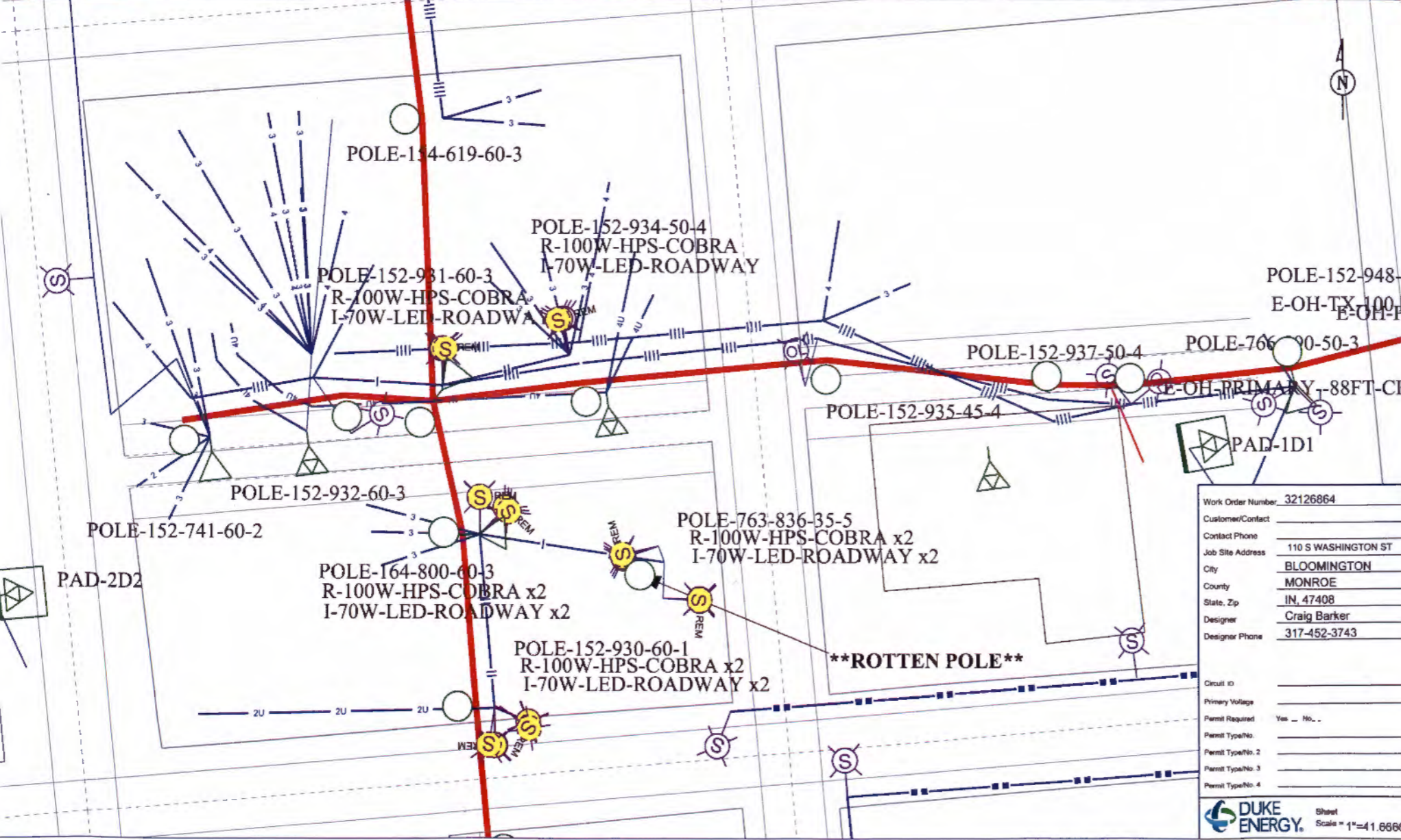
Safety Reminders / Adverse Conditions

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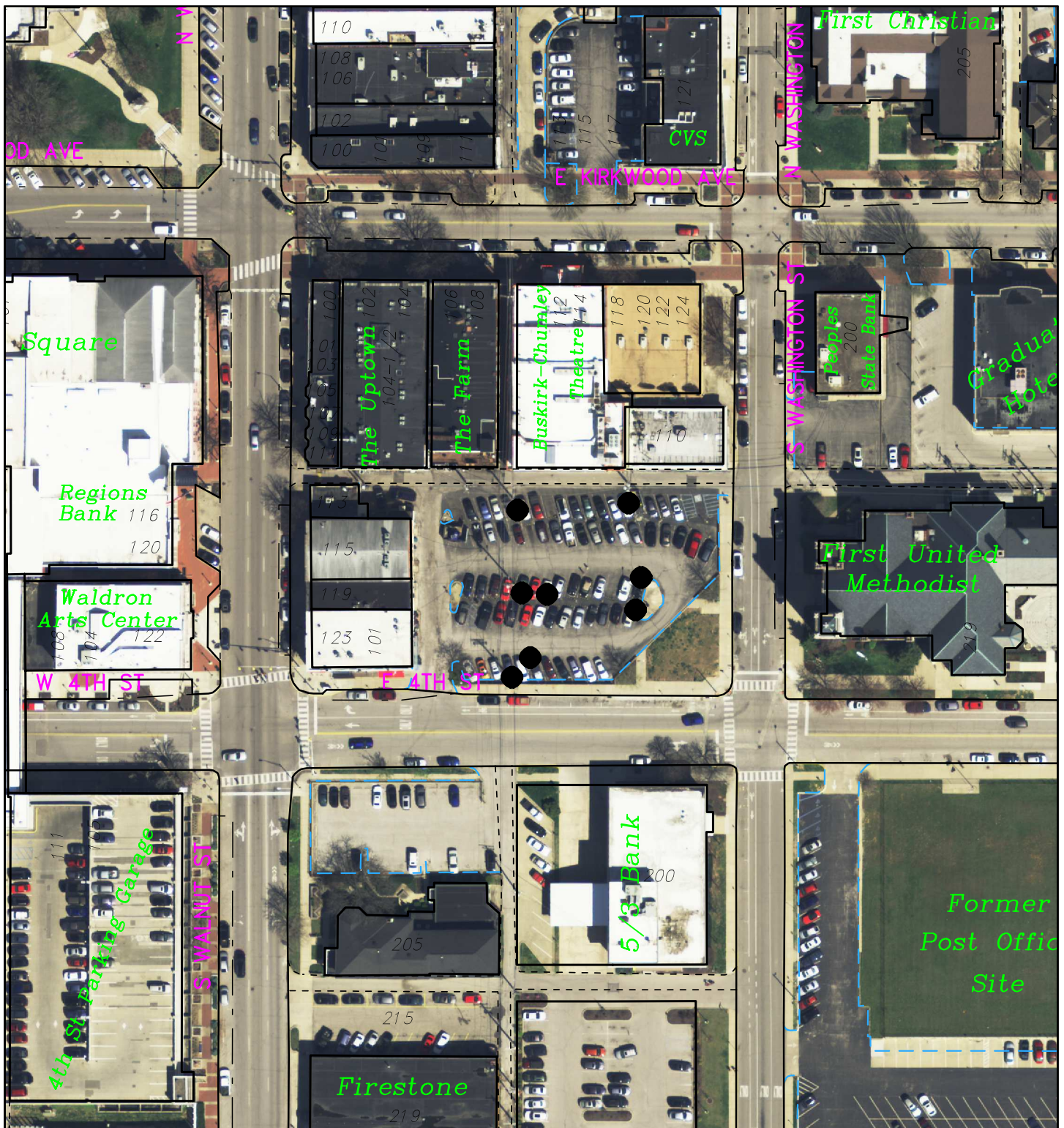
Work Zone General Comments: Double click t

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



Work Order Number: 32126864
Customer/Contact
Contact Phone
Job Site Address 110 S WASHINGTON ST
City BLOOMINGTON
County MONROE
State, Zip IN, 47408
Designer Craig Barker
Designer Phone 317-452-3743

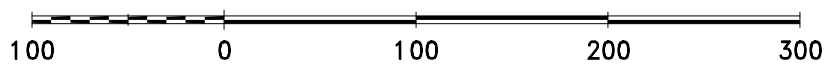
Circuit ID
Primary Voltage
Permit Required Yes No
Permit Type/No.
Permit Type/No. 2
Permit Type/No. 3
Permit Type/No. 4



4th & Washington Metered Surface Lot

● Proposed Location of Street Lights

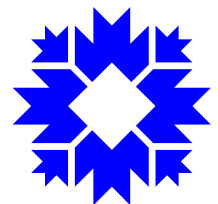
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3 Jul 19



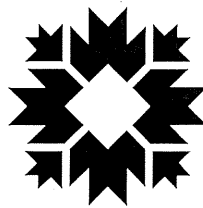
For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 100'



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: B-10

Date: 6/19/2019

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Joanna Sparks, City Landscaper
DATE: June 25, 2019
SUBJECT: ADOPT-A-MEDIAN BY COMFORT KEEPERS ON CLARIZZ BOULEVARD

Recommendation

Staff recommends approval of this partnership agreement between the City of Bloomington Parks and Recreation Department (BPRD) and Comfort Keepers to Adopt-A-Median on Clarizz Boulevard. There will be no money exchanged in this partnership.

Background

BPRD maintains numerous street medians, roundabouts, and public right-of-ways throughout Bloomington. Of these, there are three grassy medians on Clarizz Boulevard. Each has been 'adopted' since 2005. In the spring of this year one of the long-time adopters decided to end our partnership. Within weeks Comfort Keepers contacted us to express their desire to become the new 'adopter'. They agree to regularly maintain the turf, keep the litter picked up and generally keep the median looking good for passersby. This partnership will be in effect for five years.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, City Landscaper



CITY OF BLOOMINGTON

**City of Bloomington
Department of Public Works
Department of Parks and Recreation**

Adopt-A-Median Partnership Agreement

This agreement between the City of Bloomington, Department of Parks and Recreation (hereafter “City”) and **Comfort Keepers**, (hereinafter “Adopter”) is to provide a means of improving, beautifying, and maintaining the median located on **Clarizz Boulevard**. The median described is approximately 335 feet in length and 12 feet in width..

All materials and labor necessary for the improvement and maintenance of the median are the sole responsibility of the Adopter. The Adopter agrees to check the adopted location(s) on an as needed basis (minimum monthly basis), or upon request from the City, for landscape maintenance needs, and for removal of weeds, trash and litter, and other debris from the median.

The Adopter agrees to provide to the City a schematic landscape plan noting species, sizes and planting locations, and Adopter shall obtain written approval from the City of Bloomington Department of Public Works, Planning and Parks and Recreation prior to the planting of any trees, shrubs, plants, flowers, or other vegetation. The City shall review all proposed planting locations for such factors as the presence of publicly and privately owned buried utilities, and potential vehicular traffic conflicts or obstructions, and compliance with local planning and zoning ordinance requirements, prior to permitting and work to proceed on the roundabout. In addition, Adopter shall be subject to the provisions of state law regarding locating underground utilities prior to excavating the site.

The City of Bloomington reserves the right to provide and place no more than two (2) signs of City design in a location in the median visible from the street indicating that the median has been “adopted” by the Adopter. The costs associated with the manufacture, maintenance, and placement of the sign(s) shall be borne by the City of Bloomington.

The median described above shall remain the property of the City of Bloomington, and if, in the sole judgment of the City it is found that the Adopter is not meeting the terms and conditions of the agreement, the City may terminate this agreement and remove all signs. This agreement shall be in effect when signed by both parties and shall continue for a period of **five (5) years** from the date of signature; however either party may terminate the agreement earlier upon seven days written notice to the other party. At the end of the five (5) year term, Adopter shall have the right to renew this Agreement for another **five (5) year** period, provided the City, in its sole discretion, determines that the median will be adopted for another five (5) year period. All materials provided by Adopter under this Agreement will remain property of the Adopter and Adopter may remove the materials, or negotiate to sell them to the City, when the Agreement concludes or is terminated by either party.

The Adopter agrees that its volunteers, employees, or subcontractors are not acting as agents or employees of the City of Bloomington, and also shall agree to release the City of Bloomington from any liability arising hereunder, including from the negligence of releasee, and shall indemnify the City of Bloomington against any claims which may arise due, in whole or in part, to the negligence of the Adopter in its acts or omissions pursuant to this agreement. This agreement may be renewed by the written agreement of both parties upon original date of expiration.

Agreed to the 25 day of June 2019

"ADOPTER";

"CITY";

"By:

_____, Owner
Comfort Keepers

Date

6/27/19
Paula McDevitt
Paula McDevitt, Director
City of Bloomington
Parks and Recreation Department

Date

Leslie J. Coyne
Leslie J. Coyne
Kathleen Mills
Kathleen Mills, President
Board of Park Commissioners

Date

Philippa M. Guthrie
Philippa Guthrie, Corporation Counsel
City of Bloomington

Adam Wason, Director
City of Bloomington
Public Works Department

Date

Kyla Cox-Deckard, President
Board of Public Works

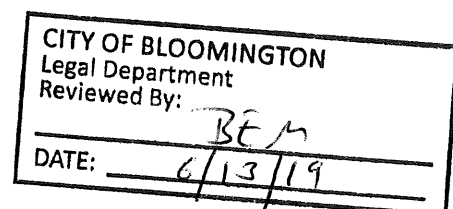
Date

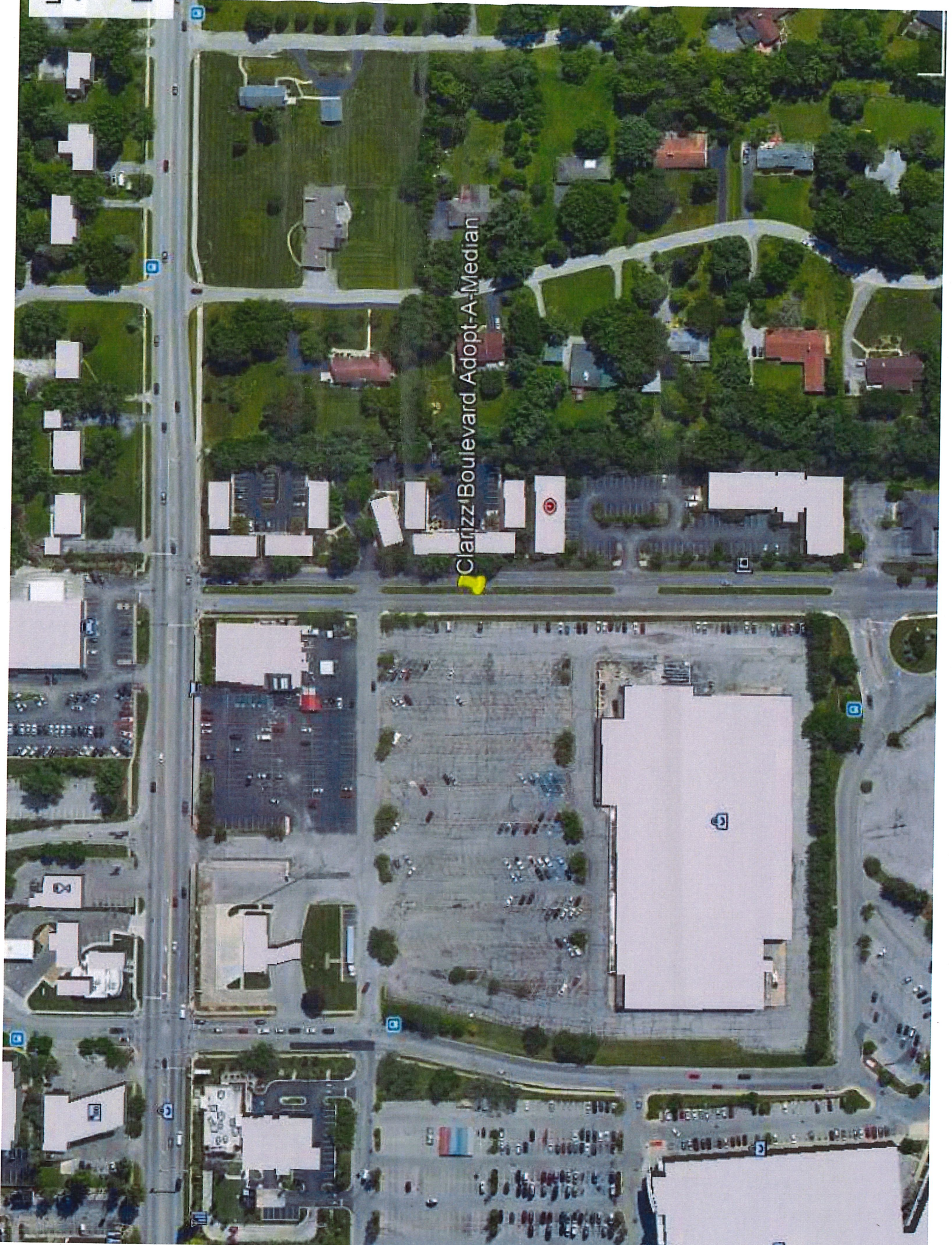
CITY OF BLOOMINGTON
Controller

Reviewed by:

DATE:

FUND/ACCT:





Clarizz Boulevard Adopt-A-Median



Board of Public Works Staff Report

Project/Event: Award of Quote for 2019 Street Department Pavement Markings

Petitioner/Representative: Department of Public Works

Staff Representative: Joe Van Deventer

Meeting Date: July 9, 2019

A review of a sealed quote, opened at the June 25th meeting, has been conducted to determine the most responsible and responsive action to be recommended by the Department of Public Works.

☒ **Airmarking Company, Inc.**

Total Quote Amount: \$148,388.00

Staff recommends awarding the quote to Airmarking Company, Inc. not to exceed the amount of \$148,388.00 for the 2019 Street Department Pavement Markings Project.

Recommend ☒ **Approval by Joe Van Deventer**

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
DEPARTMENT OF PUBLIC WORKS
STREET DIVISION
AND
THE AIRMARKING COMPANY, INC.
FOR PAVEMENT MARKING SERVICES

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

WITNESSETH THAT:

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

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

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

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

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

ARTICLE 1. **TERM**

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

Work under this agreement shall be conducted during the summer and fall months of 2019. This agreement may be renewed up to two (2) times for additional one (1) year terms for work to be conducted in the summer and fall of 2020 and 2021, provided the Contractor gives written notice to the City on or before March 31, 2020, and March 31, 2021, respectfully, of its wish to renew this Agreement and provided both the City and Contractor agree to any one-year renewal of this Agreement.

ARTICLE 2. SERVICES

2.01. CONTRACTOR shall complete all work required under this Agreement on or before November 27, 2019 unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02. It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein. CONTRACTOR agrees to pay CITY said damages the sum of 500 dollars per calendar day of delay, which sum is agreed upon not as a penalty, but as a fixed and liquidated damage for each day of such delay. Or in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02. Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed One Hundred Forty-Eight Thousand, Three Hundred Eighty-Eight Dollars and Zero Cents (\$148, 388.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000, the Owner requires that retainage be held set out below.

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

4.02 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold 5 percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration.

The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

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

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

ARTICLE 5. GENERAL PROVISIONS

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

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement

and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03. Successors and Assigns

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

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

5.04. Extent of Agreement: Integration

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

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

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

5.05. Insurance

5.05.01

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

Coverage

Limits

- | | |
|---|--|
| A. Worker's Compensation & Disability | Statutory Requirements |
| B. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than | \$1,000,000 per occurrence and \$2,000,000 in the aggregate. |

Products/Completed Operations)

C.	Comprehensive Auto Liability (combined single limit, owned, hired and non-owned)	\$1,000,000 each accident \$1,000,000 each person
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Bodily injury and property damage

D.	Umbrella Excess Liability Bodily injury and property damage	\$5,000,000 each occurrence and aggregate.
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	The Deductible on the Umbrella Liability shall not be more than	\$10,000
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5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;
Contractual liability insurance as applicable to any hold-harmless agreements;
Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
Broad form property damage - including completed operations;
Fellow employee claims under Personal Injury; and
Independent Contractors.

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

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

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

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

5.08. Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be

employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

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

5.09. Workmanship and Quality of Materials

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

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is

equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

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

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

5.11. Amendments/Changes

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

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

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

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

5.12. Performance Bond and Payment Bond

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

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

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

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

suppliers, and those furnishing services to CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	The Airmarking Company, Inc.
Attn: Joe VanDeventer. Director, Street Operations	Attn: Greg Lowe
1981 S Henderson St	1544 N. SR 25 – P. O. Box 526
Bloomington, Indiana 47401	Rochester, IN 46975

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

5.16. Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within five (5) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the five (5) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17. Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien.

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

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President, Board of Public Works

Contractor Representative

Beth H. Hollingsworth, Member

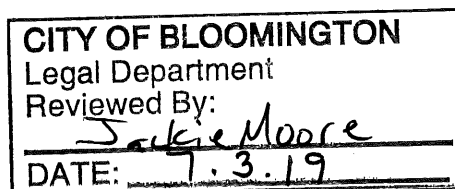
Printed Name

Dana Palazzo, Member

Title of Contractor Representative

Adam Wason, Director, Department of Public Works

John Hamilton, Mayor of Bloomington



"SCOPE OF WORK"

PROJECT NAME

This project shall include, but is not limited to the SCOPE OF WORK

The City of Bloomington Street Division will be requiring Pavement Marking Services for the summer of 2019.

All work shall be performed and all material shall be in accordance with most current INDOT and MUTCD specifications for pavement markings, and in accordance with any manufacturer's requirements necessary to maintain product warranty.

Contractor shall be responsible for the surface preparation and for all layout work subject to the approval of the Director of Street Operations. Any necessary "NO PARKING" signs shall be provided by the City of Bloomington, but shall be placed by the Contractor. The "NO PARKING" signs shall be placed twenty-four (24) hours prior to work commencing.

Contractor shall maintain access for all residents and businesses.

Unless otherwise specifically provided in this proposal, reference to material, or patented process by trade name in these requirements shall be regarded as establishing a standard of quality, and shall not be construed as limiting competition. Equal products may be substituted with the approval of the Director, Street Operations. Equivalency of substituted products shall be determined by the City.

CONTRACTOR shall inform the City contact listed in Article 5.14 of this Agreement when invoiced contract service work has reached eighty percent (80%) of the not to exceed compensation amount provided in Article 3.02 of this Agreement.



EXHIBIT A
(2 pages)

CITY OF BLOOMINGTON QUOTE FORM
RFQ #2019-PW-PAVEMENT MARKING SERVICES

Important:

Both pages of this Quote Form must be completed for the quote to be valid and accepted.

SEND OR DELIVER QUOTE TO:

City of Bloomington Public Works Dept.
401 N Morton St. Ste. 120
Bloomington, IN 47404

The City reserves the right to order decreased or increased quantities from those specified. However, the estimates are as accurate as we are able to determine.

#	DESCRIPTION	QTY	UNIT COST	TOTAL
1	Line, Fast Dry Paint, Solid, White, 4"	290,000 lf.	\$.12	\$ 34,800.00
2	Line, Fast Dry Paint, Solid, Yellow, 4"	35,000 lf.	\$.12	\$ 4,200.00
3	Line, Fast Dry Paint, Double Yellow, 4"	300,000 lf.	\$.22	\$ 66,000.00
4	Line, Fast Dry Paint, Skip, Yellow, 4"	10,000 lf.	\$.14	\$ 1,400.00
5	Line, Fast Dry Paint, Skip, White, 4"	20,000 lf.	\$.14	\$ 2,800.00
6	Line, Fast Dry Paint, White, Bike Lane, 6"	90,000 lf.	\$.15	\$ 13,500.00
7	Removal cost of existing 24" Thermoplastic Pavement	Per lf.	\$ 4.00	\$ 4.00
8	24" Liquid Thermoplastic at 10 Street Intersections	3,952 lf.	\$ 6.50	\$ 25,688.00

Pricing shall include all costs, including labor and material and a detailed breakdown of the cost of work by line items. The detailed cost information can be included on an additional page.

VENDOR / CONTRACTOR INFORMATION

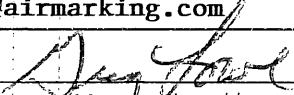
Company: The Airmarking Co., Inc.

Name (print): Greg Lowe

Address: 1544 N. SR 25 -P.O. Box 526 Rochester, IN 46975

Telephone: 574-223-5817 Fax: 574-223-7959

E-Mail: greg@airmarking.com

Signature: 

(Must be signed by an authorized company representative.)

CITY OF BLOOMINGTON QUOTE FORM

(Page 2)

BUSINESS EXPERIENCE AND QUALIFICATIONS

Document prior business experience with similar projects and give a detailed listing of the Contractor's qualifications, which are applicable to the Scope of Work listed in the Request for Quote.

Prequalified in the State of Indiana. Our work has and will always be performed in accordance with the plans and specs with adequate number of employees to do the portion of the Pavement Markings and to keep in contact with project engineers.

Number of years engaged in contracting business under present firm's name: 40

If less than three (3) years, provide a list of additional company names you have used in similar contracting work or have been employed with during the past three (3) years.

Have you ever defaulted on a contract? If yes, when, with whom, and why? No

Are you a City employee, the spouse of a City employee, or the dependent of a City employee? Please check yes or no X

REFERENCES

Please provide three (3) customer references for contracts of similar scope and size.

1. Contact Name: Peggy J. Sierzputowski

Company Name: Lake County Hwy Dept.

Address: 1100 Monitor St. Crown Point, IN 46307

Phone: 219-663-0525 Email Address: sierzpj@lakecountyin.org

2. Contact Name: Scott Tilden

Company Name: Kosciusko County Hwy Dept.

Address: 2936 E. Old Rd. 30 Warsaw, IN 46582

Phone: 574-372-2356 Email Address: stilden@kcgov.com

3. Contact Name: Chuck Wiegman

Company Name: E & B Paving, Inc.

Address: 1420 S. Union St. Kokomo, IN 46902

Phone: 765-459-3111 Email Address: chuck.wiegman@ebpaving.com

[Attach additional sheets if needed]

[Attach additional sheets if needed]

EXHIBIT B

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20__.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF _____)
) SS:
COUNTY OF _____)

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

My Commission Expires:

Notary Public Signature

Resident of _____ County

Printed Name

"AFFIDAVIT"

STATE OF _____)
) SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____



Board of Public Works Staff Report

Project/Event: Request to use public right-of-way for placement of dumpster in the 1200 block of E. University Street

Staff Representative: Liz Carter

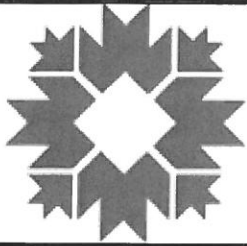
Petitioner/Representative: Jon Fiedler

Date: July 9, 2019

Report: Mr. Fiedler is doing renovation work at 701 S. Ballantine and had called staff to ask to place a dumpster on University Street. Staff had approved the 2 week placement of the dumpster while informing Mr. Fiedler that any extensions to the approved use of right-of-way would need to go before the Board of Public Works. Mr. Fiedler would like to keep the dumpster in the public right-of-way through July 22nd in order to accommodate construction activities.

Recommendation and Supporting Justification: Staff recommends approval of this request.

Recommend ☒ **Approval** ☐ **Denial by** Liz Carter



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: 761 S BALLANTINE - dumpster on UNIVERSITY by fence
(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: DUMPSTER

Date(s) of Closure: From 2019-7-11 To 2019-7-22
> 2 weeks? ☒ Yes ☐ No

Start Time: 8:00 a.m. / p.m.

End Time: 5:00 a.m. / p.m.

Overnight Closure Required: ☒ Yes ☐ No

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and 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: Jon FIEDLER

Contact Person (Printed Name): Jon FIEDLER

Contact Email: jon.fiedler@gmail.com Contact Phone No.: 812-606-1226

Signature: [Signature] Date: 2019-7-3

For Administration Use Only

Approved By: _____ ☐ BPW ☐ Staff ☐ Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: The Bryan Park Kids Triathlon

Staff Representative: Sean Starowitz

Petitioner/Representative: Bloomington Parks Department – Jess Klein

Date: July 9th, 2019

Report: This will be the 6th year for the Bryan Park Itsy Bitsy Kids Triathlon. It is a non-competitive swim, bike, and run event geared toward children 5-10 years of age. The event is scheduled for Saturday, July 20, 2019 with the bike portion taking place from 9:30 am – 10 am. The participants start with the 50-meter swim at the park pool. Participants will cross Woodlawn to the start line at the intersection of S. Manor Drive and E. Southdowns Drive. The biking portion of the triathlon will take place from S. Manor Drive and E. Southdowns Drive, turning onto South Hawthorne Dr. and then onto E. Sheridan Drive, making a .15 loop five times. The biking portion will take approximately 30 minutes. Monroe County Sheriff's Deputies will be assisting with traffic control. The event concludes with an awards celebration at the park shelter house.

Recommendation and Supporting Justification: The Parks Department has held this event in the same place for the last few years. Use of the city streets only lasts approximately 30 minutes. Two Sheriff Deputies will be assisting with traffic control. Both Bloomington Police and Fire are supportive as long as barricades are placed on the diagonal to allow for ingress/egress.

Staff recommends approval

**BOARD OF PUBLIC WORKS
RESOLUTION 2019-61
PARKS AND RECREATION KIDS' TRIATHLON**

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

WHEREAS, the City of Bloomington Parks and Recreation Department has requested use of City streets to conduct a Special Event in the form of a children's triathlon.

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

1. The City of Bloomington Board of Public Works agrees that all or a portion of the following City streets and sidewalks may be utilized to conduct the Parks and Recreation Kids' Triathlon between the hours of 9:30 am and 10:00 am., on Saturday, July 20, 2019: South. Manor Road and E. Southdowns Drive, South Hawthorne Drive, East Sheridan Drive.
2. The street limitations outlined above are for the purposes of allowing the City of Bloomington Parks and Recreation Department to provide a fitness-related event of high quality that is mutually beneficial to participants and the community on Saturday, July 20, 2019. Bloomington Parks and Recreation Department shall be responsible for developing a Traffic Plan. Parks and Recreation agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan.
3. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
4. By granting permission to utilize City property to facilitate this Special Event, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the Special Event.
5. The City of Bloomington Parks and Recreation Department shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.

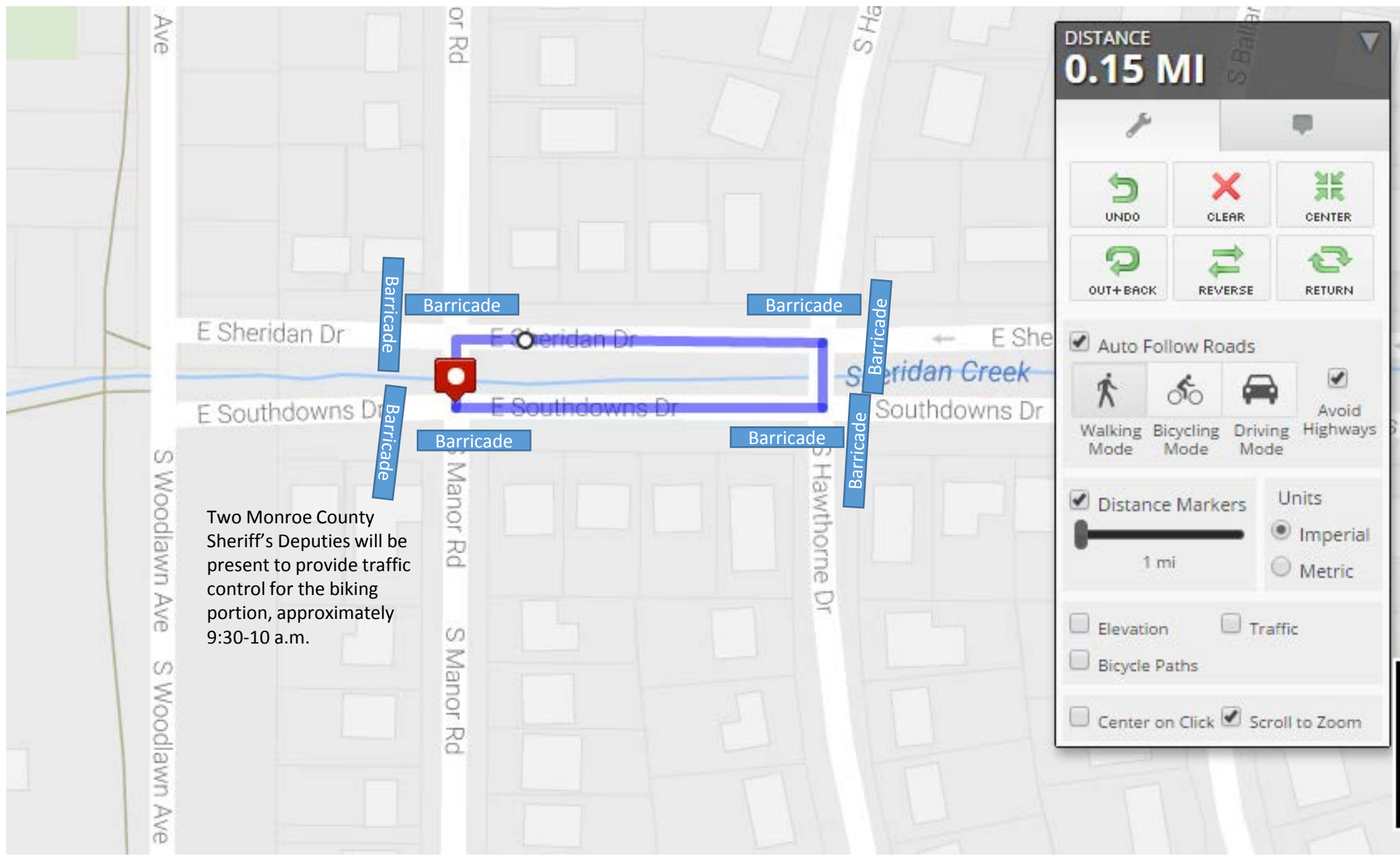
ADOPTED THIS 9th DAY OF JULY, 2019

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard President

Beth H. Hollingsworth Vice President

Dana Palazzo Secretary



Two Monroe County Sheriff's Deputies will be present to provide traffic control for the biking portion, approximately 9:30-10 a.m.

BIKE ROUTE

Kids Triathlon
July 20, 2019
9-11AM

Jess Klein
kleinj@Bloomington.in.gov



Board of Public Works Staff Report

Project/Event: Banneker Community Center Block Party

Petitioner/Representative: Parks and Recreation

Staff Representative: Sean M. Starowitz

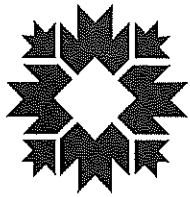
Meeting Date: July 9, 2019

Banneker Community Center is a City of Bloomington Parks and Recreation Facility that sponsors an end of summer celebration each year for summer programs participants, their families, neighbors and community partners.

Banneker Community Center is requesting permission to hold their block party, on Friday, July 26, 2019 on North Elm Street from West 7th Street to West 8th Street. The street closure will be between the hours of 3:00 p.m. to 8:30 p.m., with the actual event between the hours of 5:30 p.m. to 8:00 p.m. The Banneker Community Center will provide food, music, and talent show. A noise permit is also included in the request. They have requested a noise waiver.

Recommendation and Supporting Justification: Staff supports the street closure for Banneker Community Center Block Party.

Recommend ☒ **Approval** ☐ **Denial by** Sean M. Starowitz



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Erik Pearson		
Contact Phone:	812-349-3734	Mobile Phone:	812-322-8982
Title/Position:	Program/Facility Coordinator		
Organization:	Banneker Community Center		
Address:	930 W. 7 th Street		
City, State, Zip:	Bloomington, Indiana 47404		
Contact E-Mail Address:	pearsons@bloomington.in.gov		
Organization E-Mail and URL:	Bloomington.in.gov/parks		
Org Phone No:	812-349-3735	Fax No:	

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

Organization Name:			
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			

Phone Number:

Mobile Phone:

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	7-26-19		
Time of Event:	Date: 7-26-19 End: 8:00 pm	Start: 5:30 pm	Date: 7-26-19
Setup/Teardown time Needed	Date: 7-26-19 8:30 pm	Start: 3:00 pm	Date: 7-26-19 End:
Calendar Day of Week:	Friday		
Description of Event:	Block party to celebrate the end of the Banneker Summer Camp. Will be blocking off Elm street in between 7 th and 8 th for food and seating and other activities.		
Expected Number of Participants:	100	Expected # of vehicles (Use of Parking Spaces to close): 8 street parking spaces on Elm	

4. IF YOUR EVENT IS A NEIGHBORHOOD BLOCK PARTY, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

- ☒ ☐ A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)
- The starting point shall be clearly marked
 - The ending point shall be clearly marked
 - Each intersection along the route shall be clearly identified
 - A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
- ☐ ☒ Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
- ☐ ☒ A properly executed Maintenance of Traffic Plan
- Determine if No Parking Signs will be required
- ☐ ☒ Noise Permit application

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

<input type="checkbox"/>	<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required * Determine if Barricades will be required</p>
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

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

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

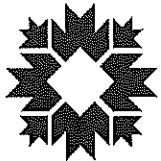
<input type="checkbox"/>	<p>A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)</p> <p>The starting point shall be clearly marked</p> <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted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

8. CHECKLIST

<input checked="" type="checkbox"/> <input type="checkbox"/>	Determine what type of Event
<input checked="" type="checkbox"/> <input type="checkbox"/>	Complete application with attachment <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3589

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Banneker Block Party		
Location of Event:	Banneker Community Center-Elm Street between 7 th and 8 th		
Date of Event:	7-26-19	Time of Event:	Start: 5:30
Calendar Day of Week:	Friday		End: 8:00
Description of Event:	Block party to celebrate end of summer camp at Banneker. Music and other audible noises will be played for a talent show in the area blocked off on Elm Street. Other activities will also be present.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Erik Pearson		
Organization:	Banneker Community Center	Title:	Program/Facility Coordinator
Physical Address:	930 W. 7 th Street		
Email Address:	pearsons@bloomington.in.gov	Phone Number:	812-349-3734
Signature:	<i>Erik Pearson</i>	Date:	6-5-19

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Date

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for the Banneker Community Center Summer Block Party.

The Board of Public Works meeting to hear this request will be July 9th, 2019. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for the Banneker Community Center Summer Block Party will be on file and may be examined in the Public Works office on the Friday June 21st prior to the Tuesday July 9th meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Erik Pearson-Program/Facility Coordinator-Banneker Community Center
DATE: June 5th, 2019



Red line is area that will be blocked off. White hexagons are T-3 road barriers blocking off this section of Elm street. “No” symbols represent no parking signs along the area. Other signage will be signs indicating the upcoming closure.

The four way stop at 7th and Elm will remain open to those continuing on 7th street or going south on Elm. The same can be said for the intersection of 8th and Elm which will remain open to those continuing onto North Elm by Girls Inc.



=1 waste bin and recycling bin



=No parking signs



=T-3 Road barriers

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019- 62**

Banneker Community Center Block Party

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

WHEREAS, the Banneker Community Center is desirous of using North Elm Street between West 7th Street and West 8th Street for a Neighborhood Block Party; and

WHEREAS, the Banneker Community Center (hereinafter "Sponsor") is owned and operated by the City of Bloomington Parks and Recreation Department, and events such as this one have been sponsored in the past without Public Works receiving any complaints, and the Board supports neighborhood events that are free and open to the public.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Bloomington Board of Public Works declares that North Elm Street, between West 7th and West 8th Streets, shall be temporarily closed to motor vehicles from 3:00 p.m. until 8:30 p.m. on Friday, July 26, 2019, for the purpose of staging a block party with the actual event between the hours of 5:30 p.m. to 8:00 p.m.
2. Banneker Community Center shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. Banneker Community Center shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Banneker Community Center shall obtain, and place at Banneker Community Center's own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Banneker agrees to close the streets not before 3:00 p.m. on Friday, July 26, 2019 and to remove barricades and signage by 8:30 p.m. on Friday, July 26, 2019.
4. The Sponsor shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
5. The Sponsor shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
6. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the event.

Resolution 2019-62

7. The Sponsor agrees to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and emptying and removal of trash cans. Clean-up after the event shall be completed by 8:30 p.m. on the day of the event.
8. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 9th DAY OF JULY, 2019.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Signature

Beth H. Hollingsworth, Vice-President

Erik Pearson
For Parks and Recreation

Dana Palazzo, Secretary

Date:

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
7/5/2019	Payroll				411,448.76
					<u>411,448.76</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 411,448.76

1

Dated this 9th day of July year of 2019.

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: Noise Permit for Preaching in the Public Right of Way

Petitioner/Representative: Ruben Rodriguez

Staff Representative: Christina Smith

Meeting Date: July 9, 2019

Mr. Rodriguez is requesting a noise permit to engage in preaching utilizing amplified sound on the public sidewalk located on the north east corner of Kirkwood Avenue & Walnut Street on July 12th from 7:00 p.m. to 10:00 p.m.

Staff is supportive of the noise permit; however, recommends that it ends at 9:00 p.m. in accordance with the Quiet Nights Program as described in Noise Ordinance 14.09.



NOISE PERMIT

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

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3410 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Gosple of Jesus Christ		
Location of Event:	S.E. Corner of Monroe Coounty Courthouse, Corner of W. Kirkwood and N. Walr		
Date of Event:	07/12/2019	Time of Event:	Start: 19:00
Calendar Day of Week:	Friday		End: 22:00
Description of Event:	Religious, preaching the Gopel of Jesus Chist		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Ruben Rodriguez		
Organization:	Bride of Christ	Title:	Unworthy Servant
Physical Address:	5131 S. Fairfax Rd. Bloomington, Indiana, 47401		
Email Address:	rjr51@ziips.uakron.edu	Phone Number:	2162356191
Signature:	<i>Ruben Rodriguez</i>	Date:	06/09/2019

FOR CITY OF BLOOMINGTON USE ONLY

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

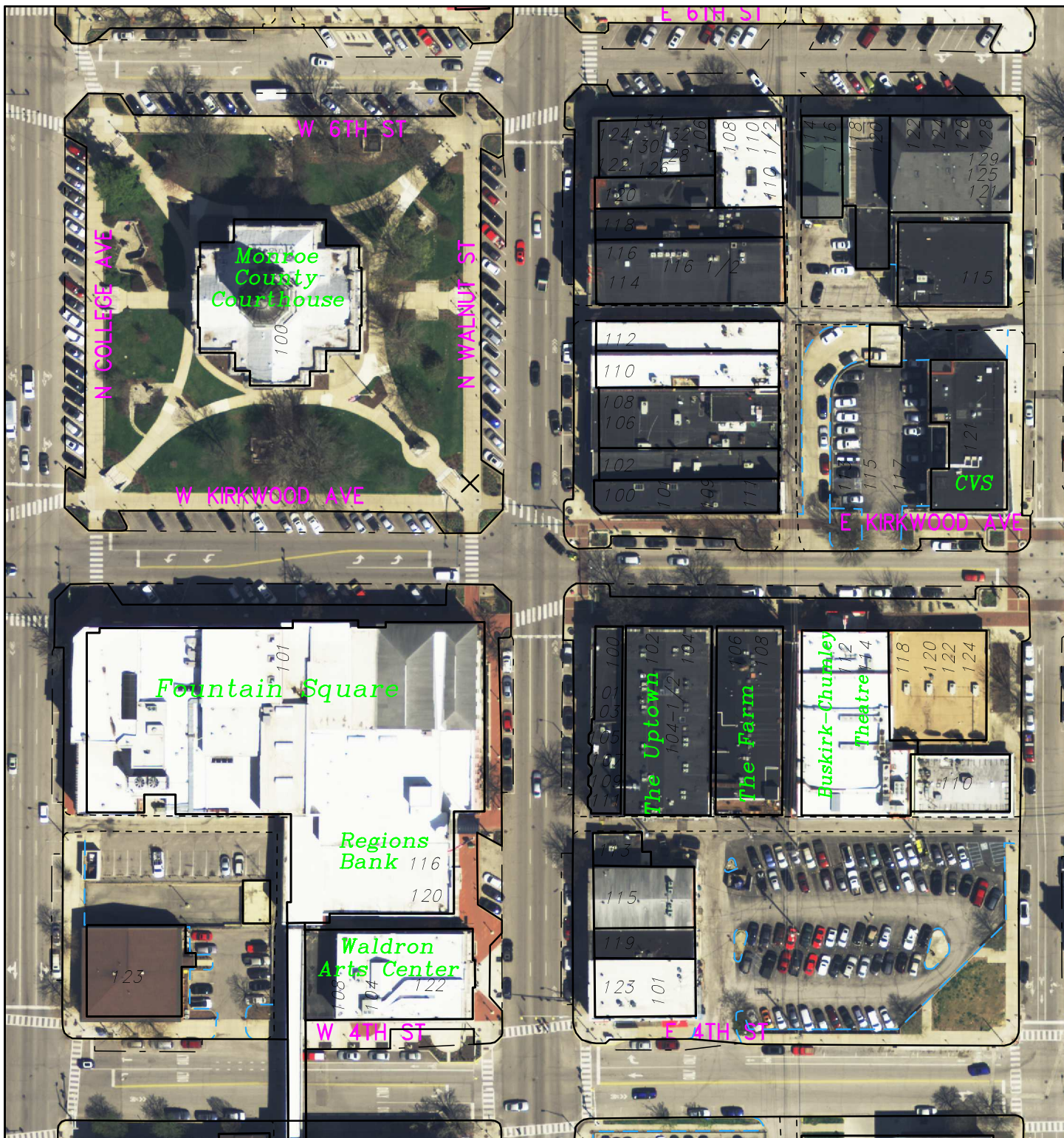
BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

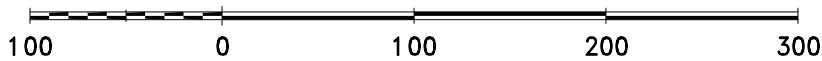
Beth H. Hollingsworth, Vice-President

Date

Dana Palazzo, Secretary



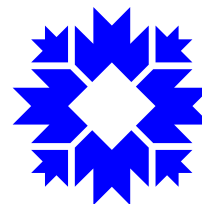
By: smithc
1 Jul 19



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 100'



Board of Public Works Staff Report

Project/Event: Request to use West 6th Street between N Walnut Street and N College Avenue for Midway Music Festival

Staff Representative: Sean Starowitz

Petitioner/Representative: Rachel Glago, Midway Music Speaks

Date of Event: Saturday, October 5, 2019

Date: July 9, 2019

Report: Midway Music Festival is a weekend-long outdoor and club fest style festival that celebrates and connects women of all identifies and non-binary individuals in music, while also supporting local non-profit organizations that provide resources to women year-round.

Midway Musical Festival also aims to introduce audiences to new styles of contemporary music through a variety of genres, creating an eclectic mix of EDM, world music, folk/indie sounds, R&B, and more. During the daytime outdoor festival, audiences have the chance to listen to all of these sounds on one stage.

Midway Music Speaks is requesting to close 6th Street between Walnut Street and College Avenue, the alley off of 6th Street (n/s) near King Dough and the alley off Walnut Street (e/w) near Gather from 7 am until 7pm which includes set up and tear down. The Festival runs from noon to 4pm.

Staff supports this request.

Recommend ☒ **Approval** ☐ **Denial** by Sean Starowitz



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St Suite 150
PO Box 100
Bloomington IN 47402

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

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

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

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

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

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

The City of Bloomington
Department of Economic and Sustainable Development



SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Rachel Glago		
Contact Phone:	707-490-2511	Mobile Phone:	707-490-2511
Title/Position:	Executive Director		
Organization:	MidWay Music Speaks		
Address:	520 S Walnut St., PO Box #2295		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	rachel@midwaymusicspeaks.org		
Organization E-Mail and URL:	info@midwaymusicspeaks.org www.midwaymusicspeaks.org		
Org Phone No:	N/A	Fax No:	N/A

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

Organization Name:			
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)
Date(s) of Event:	Saturday, October 5, 2019
Time of Event:	Date: 10/5/19 Start: 12 PM Date: 10/5/19 End: 4PM
Setup/Teardown time Needed	Date: 10/5/19 Start: 7AM Date: 10/5/19 End: 7PM
Calendar Day of Week:	Saturday
Description of Event:	<p>MidWay Music Festival is a weekend-long outdoor and clubfest style festival that celebrates and connects women of all identities & non-binary individuals in music, while also supporting local non-profit organizations that provide resources to women year-round. The festival strives to build an atmosphere similar to nationally-recognized festivals, but it breaks the mold of current festival lineup statistics by presenting women-featured acts, increasing the focus on gender equality in the music industry.</p> <p>MidWay Music Festival primarily focuses on concerts and presenting live music; however, community engagement and exposing audiences to different elements of the music industry and the art world are vital parts of the festival's success. Both visual and performing artists have the opportunity to host booths and activity tables at the festival in order to introduce audiences to their work. With a primary focus on women artists and women-owned businesses, MidWay gives artists the ability to showcase and sell work throughout the event. Through these booths and activities, MidWay attendees are encouraged to not only engage with musicians throughout the festival, but also interact and engage with community organizations in order to create a greater appreciation for the arts in Bloomington.</p> <p>MidWay Music Festival also aims to introduce audiences to new styles of contemporary music through a variety of genres, creating an eclectic mix of EDM, world music, folk/indie sounds, R&B, and more. During the daytime outdoor festival,</p>

	<p>audiences have the chance to listen to all of these sounds on one stage. During the clubfest style evening and late-night shows, festival-goers can attend local music venues such as The Bishop, The Blockhouse, and The Backdoor to listen to genre specific acts in more intimate spaces. This not only creates a more personal atmosphere between artists and fans, but it also gives artists the ability to connect with new venues and artists for future collaborations.</p>	
List of Street Closures (If applicable)	<p>- 6th Street between Walnut St. and College Ave.</p> <p>- Alley off 6th Street (north/south) near King Dough</p> <p>- Alley off Walnut St (east/west) near Gather</p>	
Expected Number of Participants:	1000	Expected # of vehicles (Use of Parking Spaces to close): ~5

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

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

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

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

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

6. CHECKLIST

<input type="checkbox"/> Festival	Determine what type of Event
<input type="checkbox"/> IN-Progress	Complete application with attachment <input type="checkbox"/> Detailed Map - COMPLETE <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) - ATTACHED <input type="checkbox"/> Maintenance of Traffic Plan – IN-PROGRESS <input type="checkbox"/> Noise Permit Application (if applicable) - ATTACHED <input type="checkbox"/> Certificate of Liability Insurance - IN-PROGRESS <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable) IN-PROGRESS <input type="checkbox"/> Waste and Recycling Plan (if applicable) - IN-PROGRESS
<input type="checkbox"/>	Date Application will be heard by Board of Public Works (contact ESD at 812-349-3418 for date)
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	No Parking Signs <input type="checkbox"/> Board of Public Works approved events are provided by Department of Public Works (DPW) <input type="checkbox"/> Contacted DPW at 812-349-3410 to request and schedule No Parking Signs

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

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

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2019 - 63**

MIDWAY MUSIC FESTIVAL

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

WHEREAS, Midway Music Speaks has requested use of city streets to conduct a street event; and

WHEREAS, Midway Music Speaks has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

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

1. The City of Bloomington Board of Public Works agrees that a portion of the following City Street may be closed to conduct the Midway Music Speaks event between the hours of 7 a.m. on Saturday, October 5, 2019 until 7 p.m. Saturday, October 5, 2019: West 6th Street between North College Avenue and North Walnut Street as well as the North/South Alley of 6th and the East/West Alley off Walnut Street.
2. The street closure outlined above is for the purposes of allowing Midway Music Speaks to provide a community event of high quality that is mutually beneficial to participants and the community on Saturday, October 5, 2019.
3. Midway Music Speaks shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
4. Midway Music Speaks shall be responsible for developing a Traffic Plan to be approved by the Planning and Transportation Department. Midway Music Speaks shall obtain, and place at Midway Music Speaks' own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. Midway Music Speaks agrees to close the streets not before 7 a.m. on Saturday, October 5, 2019 and to remove barricades and signage by 7p.m. on Saturday, October 5, 2019.
5. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played until 3 p.m. on the day of the event.
6. Midway Music Speaks will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs

posted as part of the event. Cleanup shall be completed by 7 p.m. on Saturday, October 5, 2019.

7. Midway Music Speaks shall be responsible for notifying the general public, public transit and public safety agencies of the street restrictions in advance by notice at least 48 hours in advance.
8. In consideration for the use of the City's property and to the fullest extent permitted by law, Midway Music Speaks, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
9. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 9th DAY OF JULY, 2019.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

MIDWAY MUSIC SPEAKS

Signature

Printed Name

Position



MidWay Music Festival - October 5, 2019

Outdoor Festival Map



Key:	 Stages* & Performances	 Community Booths	 Type 3 Baracades	 Water Stations
	 Alcohol Tent & Food Trucks	 EMT / Safety	 Artist Hospitality (TBD, possibly at Royale Hair Parlor)	

*Alleys on Walnut St. will not have stage, but will be activated by street performances and artists. The Alley off 6th Street will likely have a small stage.



Board of Public Works Staff Report

Project/Event: Request from Crider and Crider for temporary road closures on Old N State Rd 37 between N Walnut St and Gourley Pike

Staff Representative: Sara Gomez

Petitioner/Representative: Crider & Crider/Bill Williams

Date: July 9th, 2019

Report: Crider and Crider is requesting a new time frame for the second phase of the temporary road closure on Old N State Rd 37 between Club House Dr and Gourley Pike. The request is to facilitate sanitary sewer infrastructure updates that will serve the new IU Health Bloomington Hospital. The original dates requested for the second phase were May 31st, 2019 to July 30th, 2019. The work has been delayed due to design issues with the sanitary sewer and inclement weather. The new request is for the second phase of the closure between Clubhouse Dr. and Gourley Pike to begin July 10th, 2019 and end September 11th, 2019.

Crider and Crider has supplied maintenance of traffic plans for all work. They have also coordinated with IMI regarding access to their property, MCCSC regarding their bus routes and the Park Department regarding access to the park facilities (ball fields, playground and shelter houses).

Recommendation and Supporting Justification: Staff has reviewed the request for new dates and recommends granting permission to Crider and Crider for the temporary road closures on Old N State Rd 37.

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: N. Old State Road 37 Gourley Pike Walnut Street
(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 7/10/2019 To 9/11/2019

> 2 weeks? ☒ Yes ☐ No

Start Time: 7:00 a.m. / ~~xxx~~

End Time: 7:00 ~~xxx~~ / 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: Crider & Crider, Inc.

Contact Person (Printed Name): Bill Williams

Contact Email: bwilliams@criderandcrider.com Contact Phone No.: (812)336-4452

Signature: Bill Williams Date: July 3, 2019

For Administration Use Only

Approved By: _____ ☐ BPW ☐ Staff ☐ Director Date: _____

Staff Representative: Sara Gomez Phone#: 812-349-3576 Date: 7-3-19



July 3, 2019

Via Electronic Delivery

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

RE: Old 37 North and Dunn Street at SR 45/46; Request for Revision to Closure Dates

Dear Board Members:

As you are aware, Indiana University Health / Bloomington Hospital and City of Bloomington Utilities are improving the sanitary sewer in various locations near the new hospital site. The overall project limits for these improvements begin on East 10th Street and end west of Walnut Street, near Cascades Park. Crider & Crider, Inc. has been hired to provide these improvements.

Previously, this Board had granted approval for Crider & Crider, Inc., to temporarily close two segments of Old 37 North. The first temporary closure phase, between Club House Drive and Walnut Street will be opened to traffic on July 10th. We are requesting the closure date be modified for the second temporary closure phase of the project, from Gourley Pike to Club House Drive. The dates of completing work in this segment are proposed to be modified to July 10th through September 11th. All work will be in accordance with the Maintenance of Traffic Plan submitted for this project.

We are also requesting a modification for the closure of Dunn Street, north of the Bypass, as this work has been delayed mostly due to weather. We are requesting a closure from July 10th through July 24th. Again, all work will be in accordance with the Maintenance of Traffic Plan submitted for this project.

Crider & Crider, Inc. will continue to coordinate all activities with the City of Bloomington and City of Bloomington Utilities, City of Bloomington Parks and Recreation Department, law enforcement and transit providers to assure the closure information is well communicated.

Therefore, Crider & Crider, Inc. respectfully requests that the Board of Public Works approves the closures described above from July 10, 2019 through September 11, 2019.

Sincerely,

Bill Williams, Project Manager
Crider & Crider, Inc.

BW/me

Attachments (Street or Traffic Lane Closure Permit Applications)



Sara Gomez <gomezs@bloomington.in.gov>

Upcoming Road Closure Dates

1 message

bwilliams@criderandcrider.com <bwilliams@criderandcrider.com>

Wed, Jul 3, 2019 at 10:34 AM

To: moorja@bloomington.in.gov, kerrr@bloomington.in.gov, snyderb@bloomington.in.gov, police-dispatch@bloomington.in.gov, police@bloomington.in.gov, "Oliver, Nathan D" <noliver@mccsc.edu>, elnvende@mccsc.edu, mccscbus@mccsc.edu, "Ciolli, Christopher R" <cciolli@mccsc.edu>, mcornman@ellettsville.in.us, cclark@iuhealth.org, aholland1@iuhealth.org, jbarker4@iuhealth.org, IUBUS@indiana.edu, Roy Aten <atenro@bloomington.in.gov>, planning@bloomington.in.gov, Daniel Backler <backlerd@bloomington.in.gov>, smithc@bloomington.in.gov, workmand@bloomington.in.gov, clarkmi@bloomingtontransit.com, customer@bloomingtontransit.com, mcclurej@bloomingtontransit.com, cdurnil@isp.in.gov, Chief Jimmie Durnil <jdurnil@ellettsvillepolice.com>, Eli <ecclese@bloomington.in.gov>, Jayme Washel <washelja@bloomington.in.gov>, Highway Department Showers Building <highwaydeptshowers@co.monroe.in.us>, Sara Gomez <gomezs@bloomington.in.gov>, Phil Peden <pedenp@bloomington.in.gov>, ShellyHawkins@wgclradio.com, greg.pedro@irvmat.com
Cc: sparton@criderandcrider.com, Brad Bredeweg <bbredeweg@criderandcrider.com>, E Rollins <erollins@heraldt.com>, HT for Advertising <publicnotices@heraldt.com>, HT for Government <government@heraldt.com>, Kurt Christian <kchristian@heraldt.com>, Laura Haley <haleyl@bloomington.in.gov>, Michael Reschke <mreschke@heraldt.com>, Sheila Steven <sheila@whcc105.com>

As you are aware, Crider & Crider, Inc. is currently working on the construction of a sewer line along the north side of the State Road 45 / 46 Bypass and near Lower Cascades. We have revised our closure schedules for the following locations and will be requesting approval from the City of Bloomington's Board of Public Works on Tuesday, July 9, 2019, at their 5:30 pm meeting. The locations and dates are as follows, pending Board approval;

1. Old 37 North, north of Club House Drive (near ball field) – will be opened to traffic on July 10, 2019 (currently closed).
2. Old 37 North, south of Club House Drive (near IMI's entrance, at south end of park) – will be closed to traffic on July 10, 2019, until September 11, 2019.
3. Dunn Street, immediately north of the SR 45 / 46 Bypass – will be closed to traffic on July 10, 2019, until July 24, 2019.
4. SR 46 at Walnut Street – westbound traffic, right turn lane, will be closed to traffic

If you have any questions I may address before that time, please feel free to contact me at your convenience.

Thank you.

Bill Williams. Project Manager

Crider and Crider, Inc.

1900 S. Liberty Drive

Bloomington, IN 47403

Phone: (812) 336-4452


Cell: (812) 345-7994

e-mail: bwilliams@criderandcrider.com.

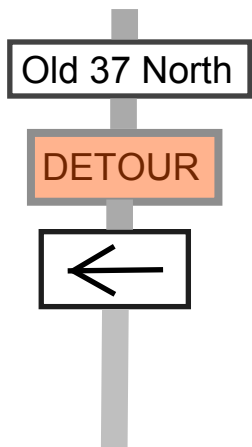
web: www.criderandcrider.com

IUHBH/ Offsite Sanitary Sewer Improvements Signing & Detour Phase 2

Sign Legend

- 1 Detour w/ Arrow (straight)
- 2 Detour w/ Arrow (left)
- 3 Detour w/ Arrow (right)
- 4 Road Closed Ahead
- 5 Detour Ahead
- 6 Road Closed
- 7 Road Closed to Thru Traffic
- 8 Barricade, Type III 
- 9 End Detour

Detour Sign Assembly



(Typical)



Notes:

- 1) Detour signs will be utilized and coordinated with the various phases of the closures for the project.
- 2) Project area will be signed in accordance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD).
- 3) Signs will be inspected regularly and maintained.



Board of Public Works Staff Report

Project/Event: Request from Crider and Crider for temporary road closures on N Dunn St between 45/46 Bypass and E Vernon Ave

Staff Representative: Sara Gomez

Petitioner/Representative: Crider & Crider/Bill Williams

Date: July 9th, 2019

Report: Crider and Crider is requesting a temporary road closure on N Dunn St between 45/46 Bypass and E Vernon Ave. The request is to facilitate sanitary sewer infrastructure updates for City of Bloomington Utilities that will serve the new IU Health Bloomington Hospital. The Board previously approved this request on June 11th for June 19th, 2019 and end July 3rd, 2019. Due to inclement weather the work was delayed. The updated closure request is for work to begin July 10th, 2019 and end July 24th, 2019.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Crider and Crider for the temporary road closure on N Dunn 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: Dunn Street SR 45 / 46 Bypass Vernon Avenue
(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 July 10, 2019 To July 24, 2019

> 2 weeks? ☐ Yes ☒ No

Start Time: 7:00 a.m. / ~~xxx~~

End Time: 5:00 ~~xxx~~ / 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: Crider & Crider, Inc.

Contact Person (Printed Name): Bill Williams

Contact Email: bwilliams@criderandcrider.com Contact Phone No. (812)336-4452

Signature: Bill Williams Date: July 3, 2019

For Administration Use Only

Approved By: _____ ☐ BPW ☐ Staff ☐ Director Date: _____

Staff Representative: Sara Gomez Phone#: 812-349-3576 Date: 7-3-19



July 3, 2019

Via Electronic Delivery

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

RE: Old 37 North and Dunn Street at SR 45/46; Request for Revision to Closure Dates

Dear Board Members:

As you are aware, Indiana University Health / Bloomington Hospital and City of Bloomington Utilities are improving the sanitary sewer in various locations near the new hospital site. The overall project limits for these improvements begin on East 10th Street and end west of Walnut Street, near Cascades Park. Crider & Crider, Inc. has been hired to provide these improvements.

Previously, this Board had granted approval for Crider & Crider, Inc., to temporarily close two segments of Old 37 North. The first temporary closure phase, between Club House Drive and Walnut Street will be opened to traffic on July 10th. We are requesting the closure date be modified for the second temporary closure phase of the project, from Gourley Pike to Club House Drive. The dates of completing work in this segment are proposed to be modified to July 10th through September 11th. All work will be in accordance with the Maintenance of Traffic Plan submitted for this project.

We are also requesting a modification for the closure of Dunn Street, north of the Bypass, as this work has been delayed mostly due to weather. We are requesting a closure from July 10th through July 24th. Again, all work will be in accordance with the Maintenance of Traffic Plan submitted for this project.

Crider & Crider, Inc. will continue to coordinate all activities with the City of Bloomington and City of Bloomington Utilities, City of Bloomington Parks and Recreation Department, law enforcement and transit providers to assure the closure information is well communicated.

Therefore, Crider & Crider, Inc. respectfully requests that the Board of Public Works approves the closures described above from July 10, 2019 through September 11, 2019.

Sincerely,

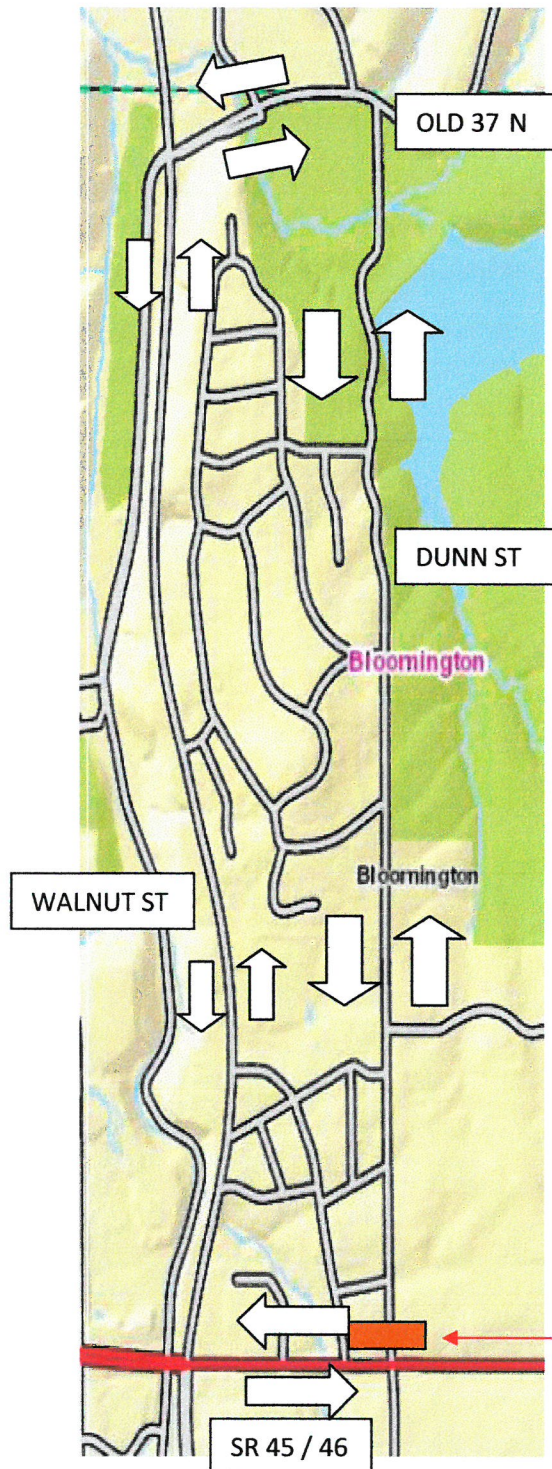
Bill Williams, Project Manager
Crider & Crider, Inc.

BW/me

Attachments (Street or Traffic Lane Closure Permit Applications)

IUHBH / Offsite Sanitary Sewer Improvements

Dunn Street at SR 45 / 46 Bypass – MOT PLAN



NOTES:

- 1) Project area will be signed in accordance with the Indiana Manual on Uniform Traffic Control Devices.
- 2) Signs will be inspected regularly and maintained.
- 3) The schedule is approximate and is subject to change. The City of Bloomington will be notified of any changes to the schedule.
- 4) Closure Period:
6/10/2019
thru
6/22/2019.

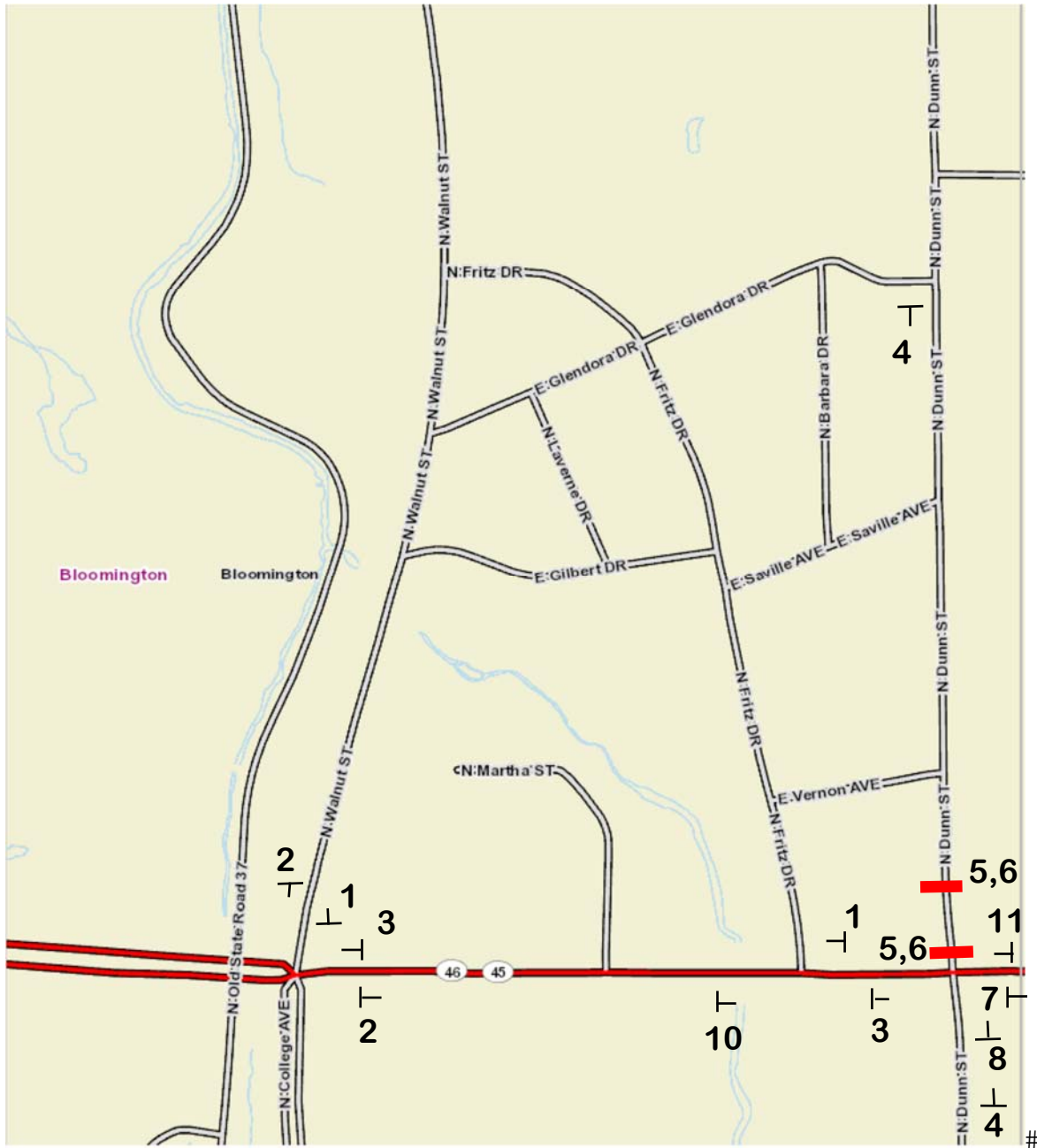
DETOUR

- *Dunn Street at SR 45 / 46
- *SR 45/46 to North Walnut St
- *North Walnut Street to Old 37 N
- *Old 37 North at Dunn Street

CLOSURE / CONSTRUCTION AREA

SR 45 / 46 AT DUNN STREET
NORTH SIDE OF INTERSECTION

IUH BH / Off-Site Sanitary Sewer Improvements Dunn St at SR 45/46 Bypass - South MOT Plan Signage



SIGN LEGEND

- 1) Detour w/ Arrow (straight)
- 2) Detour w/ Arrow (left)
- 3) Detour w/ Arrow (right)
- 4) Road Closed Ahead
- 5) Road Closed
- 6) Barricade, Type III
- 7) End Detour
- 8) Detour Ahead
- 9) Road Closed to Thru Traffic
- 10) No Left Turn
- 11) No Right Turn



Board of Public Works Staff Report

Project/Event: Request from Reed and Sons for a lane closure on Atwater Ave between 3rd and Henderson and a road closure on Henderson between Hunter and Atwater

Staff Representative: Sara Gomez

Petitioner/Representative: Reed and Sons / Shannon Reed

Date: July 9th, 2019

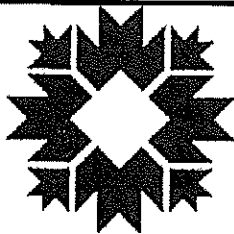
Report: Reed and Sons Construction, Inc. is requesting a change in dates for their previously requested road closure on S Henderson St between Hunter Ave and Atwater Ave and a one-lane closure on Atwater Ave. The request is to accommodate sanitary sewer lateral repairs for Elkins Rental and Burnham Rental properties. A delay with the sign rental company has resulted in the need to move this work to the following week. The Board originally approved the request on June 25th, 2019 for July 8, 2019 through July 12, 2019. The updated request is for July 15th, 2019 through July 19th, 2019.

Reed and Sons Construction, Inc. has supplied maintenance of traffic plans for all work. They have also sent Public notice to adjacent property owners about the BPW meeting and scope of their work and informed Bloomington transit, fire, police, IU Bus, and MCCSC.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Reed and Sons Construction, Inc for the temporary lane and road closure at Atwater and Henderson.

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: Atwater Ave. S. Henderson Fess 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 July 15 To July 19

> 2 weeks? ☐ Yes ☒ No

Start Time: 8 : 00 a.m. / p.m.

End Time: 5 : 00 a.m. / p.m.

Overnight Closure Required: ☒ Yes ☐ No

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and 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: Reed and Sons Construction, Inc.

Contact Person (Printed Name): R. Shannon Reed

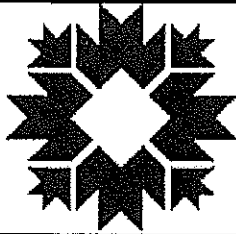
Contact Email: rshannonreed@comcast.net Contact Phone No.: 812-320-7313

Signature: [Signature] Date: 7-3-19

For Administration Use Only

Approved By: _____ ☐ BPW ☐ Staff ☐ Director Date: _____

Staff Representative: Sara Gomez Phone#: 349-3576 Date: 7-3-19



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: S. Henderson St. E. Smith Ave. Atwater 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 July 15 To July 19, 2019
> 2 weeks? ☐ Yes ☒ No

Start Time: 8 : 00 a.m. / p.m.

End Time: 5 : 00 a.m. / p.m.

Overnight Closure Required: ☒ Yes ☐ No

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and 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: Reed & Sons Construction, Inc.

Contact Person (Printed Name): R. Shannon Reed

Contact Email: rshannonreed@comcast.net Contact Phone No.: 812-320-7313

Signature: [Signature] Date: 7-3-19

For Administration Use Only

Approved By: _____ ☐ BPW ☐ Staff ☐ Director Date: _____

Staff Representative: Sara Gomez Phone#: 812-349-3576 Date: 7-3-19

REED & SONS Construction, Inc.

299 Moorman Road
Bloomington, IN 47403
(812) 824-9237

July 3, 2019 *updated*

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

RE: Previously submitted and approved road construction / closures at Atwater Ave. and S Henderson St

Dear Board Members:

Due to the Holiday and scheduling, the street sign company is unable to install the proper signage for our project located at Atwater and Henderson Street. Reed and Sons Construction would like to request a date change only for this work to be completed. Reed and Sons Construction is still planning a sewer line repair for Terry and Janice Elkins and John Burnham. In order to facilitate this project, Reed and Sons is respectfully requesting the temporary closure of one lane of the east bound lane of Atwater Ave. and the closure of S. Henderson Street at the intersection of Atwater. In accordance with the previously submitted Management of Traffic Plan, Reed and Sons along with property owners Elkins and Burnham, we are requesting these closures be done during the week of July 15-19, 2019. The lane restriction on Atwater will be periodic, and should not last more than a week.

Reed and Sons Construction will coordinate with the City of Bloomington and the City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction information is well communicated. We will also notify any adjacent neighbors this may affect with the updated date change. Therefore Reed and Sons Construction is respectfully requesting that the Board of Public Works approve the restriction and sidewalk closure reference above from July 15-19, 2019

Sincerely,



R. Shannon Reed
President

REED & SONS Construction, Inc.

299 Moorman Road
Bloomington, IN 47403
(812) 824-9237

July 3, 2019 *updated*

John Burnham
612 E Atwater Ave
Bloomington, IN 47401

RE: Atwater Ave. and S Henderson St

Dear Mr. Burnham:

Reed and Sons Construction is planning a sewer line repair for Terry and Janice Elkins 610 E. Atwater areas and into S Henderson Street. In order to facilitate this project, Reed and Sons is respectfully requesting the temporary closure of one lane of the east bound lanes of Atwater Ave. and the closure of S. Henderson Street at the intersection of Atwater. We are planning these closures be done during the week of July 15-19, 2019. The lane restriction on Atwater will be periodic, and should not last more than a week.

Reed and Sons Construction will coordinate with the City of Bloomington and the City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction information is well communicated. We are hereby notifying all adjacent property owners of the proposed work.

Sincerely,



R. Shannon Reed
President

REED & SONS Construction, Inc.

299 Moorman Road
Bloomington, IN 47403
(812) 824-9237

July 3, 2019 *updated*

Cassis Ent.
3709 E. Tamarron Drive
Bloomington, IN 47408

RE: Atwater Ave. and S Henderson St

To Whom It May Concern:

Reed and Sons Construction is planning a sewer line repair for Terry and Janice Elkins 610 E. Atwater areas and into S Henderson Street. In order to facilitate this project, Reed and Sons is respectfully requesting the temporary closure of one lane of the east bound lanes of Atwater Ave. and the closure of S. Henderson Street at the intersection of Atwater. We are planning these closures be done during the week of July 15-19, 2019. The lane restriction on Atwater will be periodic, and should not last more than a week.

Reed and Sons Construction will coordinate with the City of Bloomington and the City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction information is well communicated. We are hereby notifying all adjacent property owners of the proposed work.

Sincerely,



R. Shannon Reed
President

REED & SONS Construction, Inc.

299 Moorman Road
Bloomington, IN 47403
(812) 824-9237

July 3, 2019

Indiana University Foundation
PO Box 500
Bloomington, IN 47402

RE: Atwater Ave. and S Henderson St

To Whom It May Concern:

Reed and Sons Construction is planning a sewer line repair for Terry and Janice Elkins 610 E. Atwater areas and into S Henderson Street. In order to facilitate this project, Reed and Sons is respectfully requesting the temporary closure of one lane of the east bound lanes of Atwater Ave. and the closure of S. Henderson Street at the intersection of Atwater. We are planning these closures be done during the week of July 15-19, 2019. The lane restriction on Atwater will be periodic, and should not last more than a week.

Reed and Sons Construction will coordinate with the City of Bloomington and the City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction information is well communicated. We are hereby notifying all adjacent property owners of the proposed work.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Shannon Reed".

R. Shannon Reed
President

REED & SONS Construction, Inc.

299 Moorman Road
Bloomington, IN 47403
(812) 824-9237

July 3, 2019 *updated*

Trustees of Indiana University
Real Estate Department
1800 N. Range Road
Bloomington, IN 47408

RE: Atwater Ave. and S Henderson St

To Whom It May Concern:

Reed and Sons Construction is planning a sewer line repair for Terry and Janice Elkins 610 E. Atwater areas and into S Henderson Street. In order to facilitate this project, Reed and Sons is respectfully requesting the temporary closure of one lane of the east bound lanes of Atwater Ave. and the closure of S. Henderson Street at the intersection of Atwater. We are planning these closures be done during the week of July 15-19, 2019. The lane restriction on Atwater will be periodic, and should not last more than a week.

Reed and Sons Construction will coordinate with the City of Bloomington and the City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction information is well communicated. We are hereby notifying all adjacent property owners of the proposed work.

Sincerely,



R. Shannon Reed
President



Sara Gomez <gomezs@bloomington.in.gov>

Fwd: UPDATED....Road Closed Request

Sondra Reed <sondrareed@hotmail.com>
To: Sara Gomez <gomezs@bloomington.in.gov>

Wed, Jul 3, 2019 at 6:29 PM

Get [Outlook for iOS](#)

From: Sondra Reed <sondrareed@hotmail.com>

Sent: Wednesday, July 3, 2019 4:05 PM

To: moorja@bloomington.in.gov; kerrr@bloomington.in.gov; snyderb@bloomington.in.gov; police-dispatch@bloomington.in.gov; police@bloomington.in.gov; Oliver, Nathan D; elnvende@mccsc.edu; mccscbus@mccsc.edu; Ciolli, Christopher R; mcornman@ellettsville.in.us; cclark@iuhealth.org; aholland1@iuhealth.org; jbarker4@iuhealth.org; IUBUS@indiana.edu; Roy Aten; planning@bloomington.in.gov; Daniel Backler; smithc@bloomington.in.gov; workmand@bloomington.in.gov; clarkmi@bloomingtontransit.com; customer@bloomingtontransit.com; mcclurej@bloomingtontransit.com; mccormie@bloomingtontransit.com

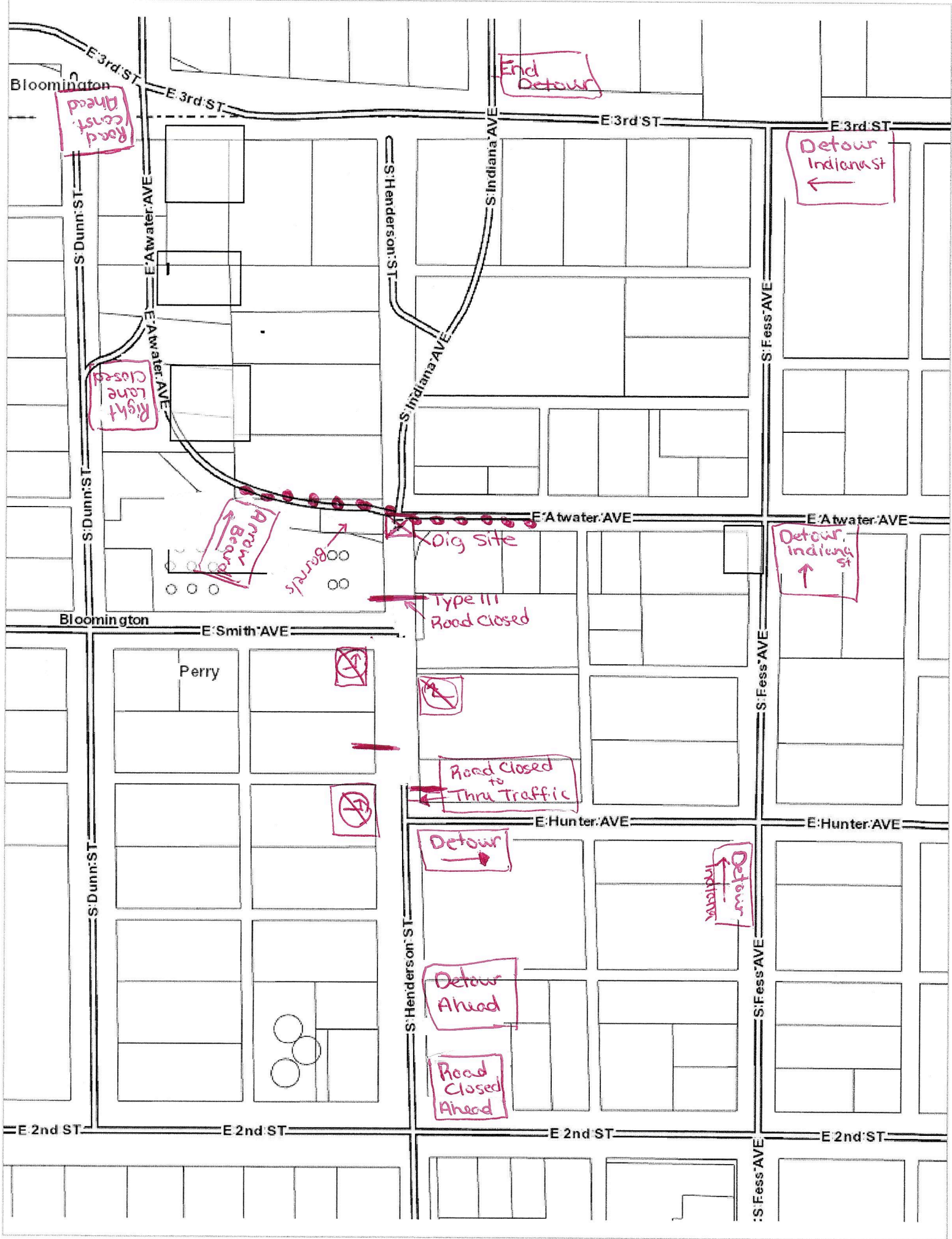
Subject: Re: UPDATED....Road Closed Request

Due to some scheduling conflicts and the holidays - we need to change the dates of a previously submitted road closure/restriction request.

Please see attached letter for details.

Thank You,

*Sondra D. Reed
Reed and Sons Construction, Inc.
812-824-9237*





Board of Public Works Staff Report

Project/Event: Approval of Summit Woods Phase 2, Section 3 Final Plat.

Petitioner/Representative: Smith Brehob/Steve Brehob

Staff Representative: Dan Backler, Project Engineer

Date: 7/9/2019

Report: As part of the Sudbury Parcel O PUD, the petitioner has taken the aforementioned plat through the plat committee. Through this process a portion of right-of-way is to be dedicated to the public.

The property is a portion of a subdivision that is currently under construction. There is currently a public improvement bond in place to cover the improvements proposed in the right-of-way. Some public improvements are in place. The bond will cover that which is not yet completed.

Recommendation and Supporting Justification: Staff recommends that the Board approve this final plat.

Recommend ☒ **Approval** ☐ **Denial** by Dan Backler

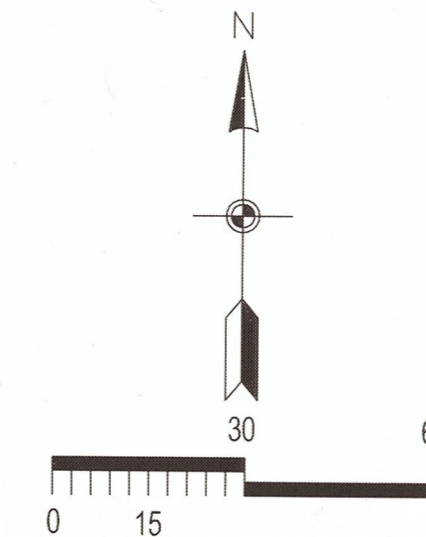
UNIT ADDRESS TABLE	
UNIT	ADDRESS
37	1826 W. EZEKIEL DRIVE
38	1830 W. EZEKIEL DRIVE
39	1834 W. EZEKIEL DRIVE
40	1838 W. EZEKIEL DRIVE
41	1842 W. EZEKIEL DRIVE
42	1846 W. EZEKIEL DRIVE

GENERAL NOTES

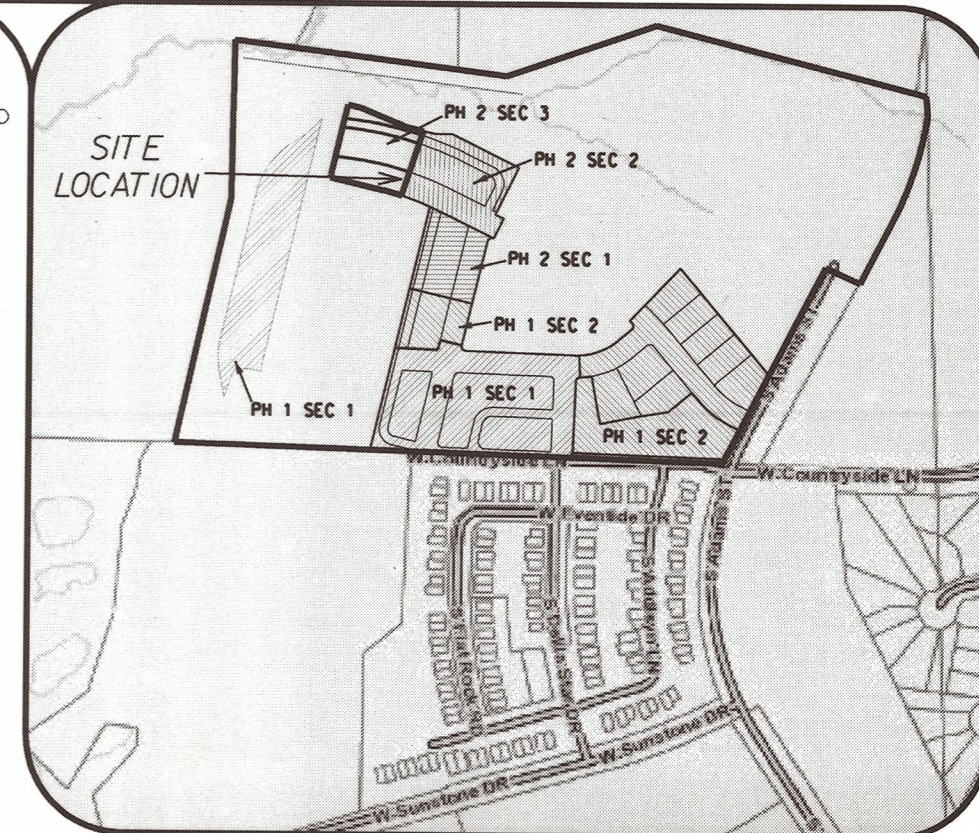
1. Original boundary survey completed by Phil O. Tapp entitled "Sudbury Parcel 0".
2. All corners to be marked with 5/8 " x 2' rebars with yellow cap.

MONUMENT LEGEND

STONE MONUMENT
STONE WITH X
CONCRETE MONUMENT
5/8" REBAR W/ PLASTIC CAP SET
REBAR FOUND
IRON ROD FOUND
FENCE POST FOUND
RAILROAD SPIKE FOUND
PK NAIL
GPS MONUMENT
HIGHWAY BOX
EASEMENT LINE



SCALE: 1"=30'

LOCATION MAP
No Scale

OWNER CERTIFICATION

The real estate described on this plat shall be and is hereby subject to the terms and Conditions of the Declaration of Covenants, Conditions and Restrictions, as well as the Facilities Maintenance Plan, which forms a part of that document. Recorded on July 25, 2016 as Instrument Number 2016010124 CDV RES in the office of the Recorder of Monroe County, Indiana.

The undersigned, Joseph Kemp, Jr., President of Joe Kemp Construction, LLC, being the owner of the above described real estate, does hereby layoff, plat and subdivide the same into lots and streets in accordance with this plat. This within plat shall be known and designated Summit Woods Phase 2 Section 3.

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

IN WITNESS WHEREOF, Joe Kemp Construction, LLC, an Indiana Limited Liability Corporation, by Joseph Kemp Jr., President, has hereunto executed this 22ND day of APRIL, 2019.

Joseph Kemp Jr.
Joseph Kemp Jr., President
Joe Kemp Construction, LLC.

STATE OF INDIANA)
COUNTY OF MONROE)

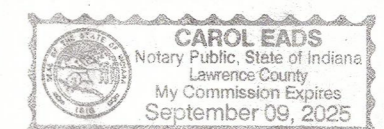
Before me, a Notary Public in and for the State of Indiana and Monroe County, personally appeared Joseph Kemp Jr., personally known to me to be the President of Joe Kemp Construction, LLC, and being the owner of the described real estate, and who acknowledged the execution of the foregoing plat for the Real Estate known as Summit Woods Phase 2 Section 3 as his voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal this 22ND day of APRIL, 2019.
My Commission Expires: _____

Carol Eads
Carol Eads, NOTARY PUBLIC
a resident of Lawrence County

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

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



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

President,

Member,

Member,

Approved by the City Plan Commission at a meeting held:

Theresa Porter, Director of Planning and Transportation

Joseph Hoffman, President of Plan Commission

SUMMIT WOODS PHASE 2 SECTION 3 - FINAL PLAT

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

JOB NO. 5121
PAGE 1 OF 1



LEGAL DESCRIPTION

A part of the Southeast quarter of Section 7, Township 8 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows:

Beginning at the Southwest corner of Summit Woods Phase 2 Section 2 Final Plat as recorded in Instrument number 2018010938 SPL in the Office of the Recorder, Monroe County, Indiana; thence North 71 degrees 46 minutes 57 seconds West 1.13 feet to a tangent curve concave to the Southwest having a chord bearing of North 73 degrees 13 minutes 46 seconds West, a chord length of 42.69 feet and a radius of 500.00 feet; thence along said curve an arc length of 42.71 feet; thence North 76 degrees 40 minutes 35 seconds West 123.32 feet; thence North 13 degrees 19 minutes 25 seconds East 170.54 feet; thence South 76 degrees 40 minutes 35 seconds East 32.07 feet; thence South 67 degrees 11 minutes 12 seconds East 109.25 feet; thence South 76 degrees 38 minutes 23 seconds East 40.69 feet; thence South 18 degrees 13 minutes 03 seconds West 155.02 feet to the Point of Beginning, containing 0.64 acres more or less.

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

Certified this 19th day of April, 2019.

TMB
Todd M. Borgman
Registered Land Surveyor No. LS21200021
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 M. Borgman



POINT OF BEGINNING
SW CORNER SUMMIT WOODS
PH 2 SEC 2

N71° 46' 57" W
1.13'
R = 500.00'
L = 42.71'
CD = N73° 13' 46" W
CL = 42.69'



Board of Public Works Claim Register

Invoice Date Range 07/01/19 - 07/12/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Rolando Cumberbatch	01-refund adoption fee		07/12/2019	80.00
Teresa Swift	01-refund adoption fee		07/12/2019	40.00
	Account 43430 - Animal Adoption Fees Totals	2		<u>\$120.00</u>
Account 43442 - Equipment Deposits				
Laura Hash	01-refund trap deposit		07/12/2019	40.00
	Account 43442 - Equipment Deposits Totals	1		<u>\$40.00</u>
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-envelopes, markers		07/12/2019	28.50
6530 - Office Depot, INC	01-copy paper		07/12/2019	10.80
	Account 52110 - Office Supplies Totals	2		<u>\$39.30</u>
Account 52210 - Institutional Supplies				
4136 - C. Specialties, INC	01-Cat Boxes, Leashes		07/12/2019	921.20
313 - Fastenal Company	01-cleaning supplies		07/12/2019	25.67
313 - Fastenal Company	01-cleaning supplies		07/12/2019	69.54
313 - Fastenal Company	01-cleaning supplies		07/12/2019	65.48
313 - Fastenal Company	01-cleaning supplies		07/12/2019	9.96
313 - Fastenal Company	01-cleaning supplies		07/12/2019	205.35
313 - Fastenal Company	01-handwash		07/12/2019	4.98
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription Diet Pet Food		07/12/2019	60.68
4633 - Midwest Veterinary Supply, INC	01-exam gloves, syringes		07/12/2019	425.64
4633 - Midwest Veterinary Supply, INC	01-anxitane cew tabs		07/12/2019	23.19
4633 - Midwest Veterinary Supply, INC	01-Vaccines, Antibiotics & Veterinary Supplies		07/12/2019	1,626.70
4666 - Zoetis, INC	01-Antibiotics, Antiparasitics, Vaccines		07/12/2019	760.68
4666 - Zoetis, INC	01-Antibiotics, Antiparasitics, Vaccines		07/12/2019	249.20
4666 - Zoetis, INC	01-Antibiotics, Antiparasitics, Vaccines		07/12/2019	549.68
	Account 52210 - Institutional Supplies Totals	14		<u>\$4,997.95</u>
Account 53130 - Medical				



Board of Public Works Claim Register

Invoice Date Range 07/01/19 - 07/12/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-6/3-6/13/19		07/12/2019	3,296.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-6/18/2019		07/12/2019	599.51
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries		07/12/2019	551.50
	Account 53130 - Medical Totals	3		\$4,447.01
Account 53160 - Instruction				
5507 - Julia K Eppley	01-hotel/per diem-AWAA Conf-St. Louis-6/11-6/15/19		07/12/2019	1,064.13
	Account 53160 - Instruction Totals	1		\$1,064.13
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-April & May 2019-mgmt fee		07/01/2019	1,086.57
	Account 53540 - Natural Gas Totals	1		\$1,086.57
Account 53610 - Building Repairs				
6500 - Air-Master Heating & Air Conditioning	19-ACC-Spring 2019 Maintenance on all A/C systems	BC 2019-35	07/12/2019	4,818.50
	Account 53610 - Building Repairs Totals	1		\$4,818.50
	Program 010000 - Main Totals	25		\$16,613.46
Program 010001 - Donations Over \$5K				
Account 53130 - Medical				
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-Office visits, surgeries, diagnostics		07/12/2019	367.40
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-Office visits, surgeries, diagnostics		07/12/2019	49.00
	Account 53130 - Medical Totals	2		\$416.40
	Program 010001 - Donations Over \$5K Totals	2		\$416.40
	Department 01 - Animal Shelter Totals	27		\$17,029.86
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
Douglas Swany	14-refund over payment pkg citation K1601956		07/12/2019	40.00
	Account 46060 - Other Violations Totals	1		\$40.00
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-surface-patching/paving-331.24 tons-6/3-6/5/19	BC 2019-32	07/12/2019	13,771.94
19278 - Milestone Contractors, LP	20-surface-Clubhouse Dr/patching-827.94 tons-6/11-6/13/19	BC 2019-32	07/12/2019	35,477.23
19278 - Milestone Contractors, LP	20-surface-Bradshire Ct-224.83 tons-6/10/19	BC 2019-32	07/12/2019	1,803.27
	Account 52330 - Street , Alley, and Sewer Material Totals	3		\$51,052.44



Board of Public Works Claim Register

Invoice Date Range 07/01/19 - 07/12/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Account 53990 - Other Services and Charges				
199 - Monroe County Government	02-Fees for final plat recordings-May 2019		07/12/2019	3.00
	Account 53990 - Other Services and Charges Totals	1		\$3.00
	Program 020000 - Main Totals	5		\$51,095.44
	Department 02 - Public Works Totals	5		\$51,095.44
Department 03 - City Clerk				
Program 030000 - Main				
Account 53230 - Travel				
5461 - F Nicole Bolden	03 - per diem/ILMCT Annual Conference-Ft. Wayne-6/9-6/13/19		07/12/2019	132.00
	Account 53230 - Travel Totals	1		\$132.00
	Program 030000 - Main Totals	1		\$132.00
	Department 03 - City Clerk Totals	1		\$132.00
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 53230 - Travel				
6994 - Savannah Rodrigue	04- 04 - Expense reimbursement - LEED for Cities Conference		07/12/2019	79.00
5684 - Sean M Starowitz	04 reimbursement for travel expenses -Americans for the Arts		07/12/2019	246.43
	Account 53230 - Travel Totals	2		\$325.43
Account 53320 - Advertising				
5387 - Creative Graphics, INC (dba Baugh Enterprises)	04 - SIREN 2019 Solarize Program Inserts for Utility Mailer		07/12/2019	645.00
	Account 53320 - Advertising Totals	1		\$645.00
Account 53960 - Grants				
3946 - Writers Guild at Bloomington, INC	04 2019 BAC Art Grant Award		07/12/2019	1,400.00
	Account 53960 - Grants Totals	1		\$1,400.00
	Program 040000 - Main Totals	4		\$2,370.43
	Department 04 - Economic & Sustainable Dev Totals	4		\$2,370.43
Department 06 - Controller's Office				
Program 060000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	06- Folders-Manilla 1/3 cut letter size		07/12/2019	2.98
	Account 52110 - Office Supplies Totals	1		\$2.98



Board of Public Works Claim Register

Invoice Date Range 07/01/19 - 07/12/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Account 52420 - Other Supplies				
5819 - Synchrony Bank	06-Credit memo for brackets returned on PO 2019-3494		07/12/2019	(23.10)
	Account 52420 - Other Supplies Totals	1		(23.10)
Account 53990 - Other Services and Charges				
1352 - Cornerstone Planning & Design INC	18- Project Management		07/12/2019	5,435.65
	Account 53990 - Other Services and Charges Totals	1		\$5,435.65
	Program 060000 - Main Totals	3		\$5,415.53
	Department 06 - Controller's Office Totals	3		\$5,415.53
Department 09 - CFRD				
Program 090000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	09-notepads, plates, cleaners		07/12/2019	38.48
	Account 52110 - Office Supplies Totals	1		\$38.48
Account 52420 - Other Supplies				
11693 - The Award Center, INC	09-plastic name badges for CHLA		07/12/2019	48.75
	Account 52420 - Other Supplies Totals	1		\$48.75
Account 53310 - Printing				
129 - FedEx Office and Print Service, INC	09-BCSW & CoA posters on foamcore-July 4th parade float-6/24/19		07/12/2019	87.75
129 - FedEx Office and Print Service, INC	09-BCSW & CoA posters on foamcore-July 4th parade float-6/24/19		07/12/2019	73.44
	Account 53310 - Printing Totals	2		\$161.19
Account 53940 - Temporary Contractual Employee				
580 - Express Services, INC	09-Temporary front desk receptionist-Steve Cook		07/12/2019	47.75
	Account 53940 - Temporary Contractual Employee Totals	1		\$47.75
	Program 090000 - Main Totals	5		\$296.17
	Department 09 - CFRD Totals	5		\$296.17
Department 10 - Legal				
Program 100000 - Main				
Account 53120 - Special Legal Services				
5387 - Creative Graphics, INC (dba Baugh Enterprises)	10-annexation letters-fold/insert/label & sort/postage		07/12/2019	850.00
199 - Monroe County Government	10-May 2019 copies-6		07/12/2019	6.00
	Account 53120 - Special Legal Services Totals	2		\$856.00



Board of Public Works Claim Register

Invoice Date Range 07/01/19 - 07/12/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Account 53910 - Dues and Subscriptions				
4652 - Indiana State Bar Association	10-P. Guthrie-2019 dues-IN State Bar Assoc.		07/12/2019	319.00
1409 - Monroe County Bar Association	10-2019 membership dues-Guthrie/McKinney/Wheeler/Moore/Allen/Rou		07/12/2019	140.00
	Account 53910 - Dues and Subscriptions Totals	2		\$459.00
	Program 100000 - Main Totals	4		\$1,315.00
Program 101000 - Human Rights				
Account 53910 - Dues and Subscriptions				
1409 - Monroe County Bar Association	10-2019 membership dues-Guthrie/McKinney/Wheeler/Moore/Allen/Rou		07/12/2019	35.00
	Account 53910 - Dues and Subscriptions Totals	1		\$35.00
	Program 101000 - Human Rights Totals	1		\$35.00
	Department 10 - Legal Totals	5		\$1,350.00
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-Cell Phone Service May 12 - June 11, 2019		07/01/2019	41.39
	Account 53210 - Telephone Totals	1		\$41.39
	Program 110000 - Main Totals	1		\$41.39
	Department 11 - Mayor's Office Totals	1		\$41.39
Department 12 - Human Resources				
Program 120000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	12- erasers, envelope moistener, cleaning duster \$8.87		07/12/2019	8.87
	Account 52110 - Office Supplies Totals	1		\$8.87
	Program 120000 - Main Totals	1		\$8.87
	Department 12 - Human Resources Totals	1		\$8.87
Department 13 - Planning				
Program 130000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	13-yellow & white labels, tape, gel pens		07/12/2019	39.99
	Account 52110 - Office Supplies Totals	1		\$39.99
Account 52420 - Other Supplies				



Board of Public Works Claim Register

Invoice Date Range 07/01/19 - 07/12/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
651 - Engraving & Stamp Center, INC	13-(3) black impression stamps		07/12/2019	85.85
	Account 52420 - Other Supplies Totals		1	\$85.85
Account 53320 - Advertising				
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	13-Legal publication_Ad #671819,#679933,#681287,#681293		07/12/2019	177.08
	Account 53320 - Advertising Totals		1	\$177.08
Account 53910 - Dues and Subscriptions				
4442 - American Planning Association	13-IN Chap/T. Porter-AICP 2019 Membership Dues_7-1-19 to 6-30-20		07/12/2019	631.00
	Account 53910 - Dues and Subscriptions Totals		1	\$631.00
Account 53990 - Other Services and Charges				
199 - Monroe County Government	13-May 2019 copies for Eng (Backler & Kehberg)		07/12/2019	4.00
	Account 53990 - Other Services and Charges Totals		1	\$4.00
Account 54310 - Improvements Other Than Building				
249 - Crider And Crider, INC	13-10th St Pedestrian Imp.-App No 1	BC 2017-82	07/12/2019	255,832.72
249 - Crider And Crider, INC	13-ESCROW (Crider&Crider)_10th St. Pedestrian Improvements	BC 2017-82	07/12/2019	16,889.25
249 - Crider And Crider, INC	13-10th St. Pedestrian Improvements_Change Order #1_ESCROW	BC 2017-82	07/12/2019	549.31
5806 - Michael Baker International, INC	13-3rd & Woodscrest Inspection-1/3-12/31/18	BC 2016-62	07/12/2019	287.69
	Account 54310 - Improvements Other Than Building Totals		4	\$273,558.97
	Program 130000 - Main Totals		9	\$274,496.89
	Department 13 - Planning Totals		9	\$274,496.89
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52310 - Building Materials and Supplies				
6530 - Office Depot, INC	19-desk grommets		07/12/2019	37.68
	Account 52310 - Building Materials and Supplies Totals		1	\$37.68
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	19-City Hall-quarterly PM contract-June 2019	BC 2019-23	07/12/2019	1,910.66
	Account 53610 - Building Repairs Totals		1	\$1,910.66
	Program 190000 - Main Totals		2	\$1,948.34
	Department 19 - Facilities Maintenance Totals		2	\$1,948.34
Department 28 - ITS				
Program 280000 - Main				



Board of Public Works Claim Register

Invoice Date Range 07/01/19 - 07/12/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Account 52420 - Other Supplies				
6222 - Apple, INC	28 - Loaner iPad		07/12/2019	502.84
6222 - Apple, INC	28 -credit for sales tax chgd for Loaner iPad -Inv. #AA24652142		07/12/2019	(28.84)
53442 - Paragon Micro, INC	28-Intern Workstation		07/12/2019	1,444.96
53442 - Paragon Micro, INC	28 - StarTech.com USB External SSD Enclosure		07/12/2019	27.99
	Account 52420 - Other Supplies Totals		4	\$1,946.95
Account 53210 - Telephone				
1079 - AT&T	28-phone charges 5/20-6/19/19-#812 339-2261 261 1		07/01/2019	5,641.95
1079 - AT&T	28-City Hall-long distance charges-statement date 6/9/19		07/01/2019	532.70
	Account 53210 - Telephone Totals		2	\$6,174.65
Account 53310 - Printing				
3892 - Midwest Color Printing, INC	28-C. Werne-250 business cards		07/12/2019	36.50
	Account 53310 - Printing Totals		1	\$36.50
Account 53640 - Hardware and Software Maintenance				
3989 - Ricoh USA, INC	28-CH/Off Site Facilities-copier maint.-5/17-6/16/19		07/12/2019	2,523.26
3989 - Ricoh USA, INC	28 - Copier Maintenance BFD #1-2/28-5/28/19		07/12/2019	363.98
	Account 53640 - Hardware and Software Maintenance Totals		2	\$2,887.24
Account 53910 - Dues and Subscriptions				
50972 - CDW, LLC	28 - Cradlepoint Annual Renewal of Netcloud		07/12/2019	814.03
6556 - KnowBe4, INC	28 - Security Awareness Training - Annual Subscription		07/12/2019	11,536.65
53442 - Paragon Micro, INC	28 - Adobe Creative Cloud for Accounts & Training Specialist		07/12/2019	232.99
53442 - Paragon Micro, INC	28 - Power BI Subscription - June 2019		07/12/2019	9.16
	Account 53910 - Dues and Subscriptions Totals		4	\$12,592.83
	Program 280000 - Main Totals		13	\$23,638.17
	Department 28 - ITS Totals		13	\$23,638.17
	Fund 101 - General Fund (S0101) Totals		76	\$377,823.09
Fund 103 - Restricted Donations(ord 05-17)				
Department 06 - Controller's Office				
Program 401402 - Explorer Teen Programs				
Account 52420 - Other Supplies				
5819 - Synchrony Bank	14-Teen Academy Equipment-2 pairs of Combats		07/12/2019	170.56



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Vendor	Invoice Description	Contract #	Date	Invoice Amount
5819 - Synchrony Bank	14-Teen Academy equipment-50' battle rope workout training		07/12/2019	52.99
5819 - Synchrony Bank	14-Pac-kit by First Aid only		07/12/2019	85.65
	Account 52420 - Other Supplies Totals	3		\$309.20
	Program 401402 - Explorer Teen Programs Totals	3		\$309.20
	Department 06 - Controller's Office Totals	3		\$309.20
	Fund 103 - Restricted Donations(ord 05-17) Totals	3		\$309.20
Fund 249 - Grants Non Approp				
Department 04 - Economic & Sustainable Dev				
Program G17018 - Bloomington Wide Brownfields				
Account 53170 - Mgt. Fee, Consultants, and Workshops				
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		07/12/2019	177.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		07/12/2019	2,100.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		07/12/2019	23,276.16
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		07/12/2019	700.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	4		\$26,253.16
	Program G17018 - Bloomington Wide Brownfields Totals	4		\$26,253.16
	Department 04 - Economic & Sustainable Dev Totals	4		\$26,253.16
	Fund 249 - Grants Non Approp Totals	4		\$26,253.16
Fund 270 - CC Jack Hopkins NR17-42 (S0011)				
Department 05 - Common Council				
Program 050000 - Main				
Account 53960 - Grants				
47 - Community Kitchen Of Monroe County, INC	15-JH 2019-vacuum, awnings & brackets		07/12/2019	1,170.00
	Account 53960 - Grants Totals	1		\$1,170.00
	Program 050000 - Main Totals	1		\$1,170.00
	Department 05 - Common Council Totals	1		\$1,170.00
	Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	1		\$1,170.00
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090003 - Com Serv - Status of Women				
Account 53960 - Grants				



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Vendor	Invoice Description	Contract #	Date	Invoice Amount
5460 - Marcella Ettinger	09-BCSW 2019 Leadership Scholarship Recipient		07/12/2019	215.00
	Account 53960 - Grants Totals	1		\$215.00
	Program 090003 - Com Serv - Status of Women Totals	1		\$215.00
	Department 09 - CFRD Totals	1		\$215.00
	Fund 312 - Community Services Totals	1		\$215.00
Fund 401 - Non-Reverting Telecom (S1146)				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 52420 - Other Supplies				
5819 - Synchrony Bank	28-Cisco Wireless Access Point-4		07/12/2019	740.00
	Account 52420 - Other Supplies Totals	1		\$740.00
Account 54450 - Equipment				
53442 - Paragon Micro, INC	25 - Accounts and Training Specialist Workstation		07/12/2019	1,883.97
	Account 54450 - Equipment Totals	1		\$1,883.97
	Program 254000 - Infrastructure Totals	2		\$2,623.97
Program 256000 - Services				
Account 53150 - Communications Contract				
4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pike-business services 6/17-7/16/19		07/01/2019	106.85
	Account 53150 - Communications Contract Totals	1		\$106.85
	Program 256000 - Services Totals	1		\$106.85
	Department 25 - Telecommunications Totals	3		\$2,730.82
	Fund 401 - Non-Reverting Telecom (S1146) Totals	3		\$2,730.82
Fund 403 - Arts Commission Oper >5K(S9511)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52420 - Other Supplies				
4201 - One World Catering & Events (Lennie's, INC)	04 - Refreshments for BAC Art Grant Award event		07/12/2019	155.50
	Account 52420 - Other Supplies Totals	1		\$155.50
	Program 020000 - Main Totals	1		\$155.50
	Department 02 - Public Works Totals	1		\$155.50
	Fund 403 - Arts Commission Oper >5K(S9511) Totals	1		\$155.50



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Vendor	Invoice Description	Contract #	Date	Invoice Amount
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 52210 - Institutional Supplies				
313 - Fastenal Company	20-safety glasses, gloves, towels,		07/12/2019	39.07
5819 - Synchrony Bank	20-First Aid Blood stop supplies for tree crew		07/12/2019	5.98
	Account 52210 - Institutional Supplies Totals	2		\$45.05
Account 52330 - Street , Alley, and Sewer Material				
334 - Irving Materials, INC	20-449 S. Henderson-Class A Stone Ash-3.5 cy-6/6/2019		07/12/2019	355.25
334 - Irving Materials, INC	20-700 S. Lincoln-Class A Stone Ash-3 cy-6/18/19		07/12/2019	304.50
334 - Irving Materials, INC	20-621 S. Lincoln-Class A Stone Ash-3 cy-6/13/19		07/12/2019	304.50
334 - Irving Materials, INC	20-520 E. 2nd-Class A Stone Ash-3.5 cy-6/11/19		07/12/2019	355.25
	Account 52330 - Street , Alley, and Sewer Material Totals	4		\$1,319.50
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	20-Signal crew-hardware, threaded rod-6/20/19		07/12/2019	5.34
409 - Black Lumber Co. INC	20-Concrete crew-rebar, quikrete-6/19/19		07/12/2019	77.97
409 - Black Lumber Co. INC	20-trimmer line-6/26/19		07/12/2019	12.99
394 - Kleindorfer Hardware & Variety	20-Milling machine-ball valve		07/12/2019	59.99
394 - Kleindorfer Hardware & Variety	20-Milling machine #459-tip cleaner, GoJo wipes		07/12/2019	52.46
394 - Kleindorfer Hardware & Variety	20-Milling machine #459-quick coupler		07/12/2019	14.99
786 - Richard's Small Engine, INC	20-screw chain tensioner		07/12/2019	8.31
786 - Richard's Small Engine, INC	20-chisel chains-Super 20, Super Guard		07/12/2019	141.30
	Account 52420 - Other Supplies Totals	8		\$373.35
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	20-H. Kinser-Drug screen DOT 5 Panel E screen-6/13/19		07/12/2019	45.00
	Account 53130 - Medical Totals	1		\$45.00
Account 53160 - Instruction				
7004 - Robert Todd Morrison	20-Work Zone Training Services -1 day seminar		07/12/2019	750.00
	Account 53160 - Instruction Totals	1		\$750.00
Account 53250 - Pagers				
332 - Indiana Paging Network, INC	20-Services for Snow Control Pagers-July 2019		07/12/2019	87.26



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Vendor	Invoice Description	Contract #	Date	Invoice Amount
Account 53250 - Pagers Totals			1	\$87.26
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-April & May 2019-mgmt fee		07/01/2019	323.26
Account 53540 - Natural Gas Totals			1	\$323.26
Account 53630 - Machinery and Equipment Repairs				
6262 - Koenig Equipment, INC	20-Equipment Repairs-chainsaw chain		07/12/2019	75.85
6262 - Koenig Equipment, INC	20-Tree Crew-2 gallon mix, woodcutter oil		07/12/2019	28.77
Account 53630 - Machinery and Equipment Repairs Totals			2	\$104.62
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-6/26/19		07/12/2019	16.84
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-6/26/19		07/12/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-6/19/19		07/12/2019	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-6/19/19		07/12/2019	42.58
Account 53920 - Laundry and Other Sanitation Services Totals			4	\$127.98
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	20-Landfill services for sweeper dumps-5/16/19		07/12/2019	622.64
Account 53950 - Landfill Totals			1	\$622.64
Account 53990 - Other Services and Charges				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Two Way Radio Communication Services-6/1/2019		07/12/2019	2,321.25
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-6/12/2019		07/12/2019	150.00
Account 53990 - Other Services and Charges Totals			2	\$2,471.25
Program 200000 - Main Totals			27	\$6,269.91
Department 20 - Street Totals			27	\$6,269.91
Fund 451 - Motor Vehicle Highway(S0708) Totals			27	\$6,269.91
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	26-Clean all drain lines @ Walnut and Morton Garages	BC 2019-24	07/12/2019	1,741.00
4474 - Ken's Westside Service & Towing, LLC	26-Morton St Garage-Tow VW Beetle to 7th Floor		07/12/2019	75.00
4474 - Ken's Westside Service & Towing, LLC	26-Morton St Garage-Tow Ford Mustang to 7th Floor		07/12/2019	90.00



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Vendor	Invoice Description	Contract #	Date	Invoice Amount
4474 - Ken's Westside Service & Towing, LLC	26-Tow Chevrolet Upland from FARMbloomington		07/12/2019	50.00
	Account 53610 - Building Repairs Totals	4		\$1,956.00
	Program 260000 - Main Totals	4		\$1,956.00
	Department 26 - Parking Totals	4		\$1,956.00
	Fund 452 - Parking Facilities(S9502) Totals	4		\$1,956.00
Fund 454 - Alternative Transport(S6301)				
Department 02 - Public Works				
Program 020000 - Main				
Account 54310 - Improvements Other Than Building				
249 - Crider And Crider, INC	13-10th St Pedestrian Imp.-App No 1	BC 2017-82	07/12/2019	75,500.00
	Account 54310 - Improvements Other Than Building Totals	1		\$75,500.00
	Program 020000 - Main Totals	1		\$75,500.00
	Department 02 - Public Works Totals	1		\$75,500.00
	Fund 454 - Alternative Transport(S6301) Totals	1		\$75,500.00
Fund 521 - 2017 Refund 517 2011 DT Red Bond				
Department 06 - Controller's Office				
Program 060000 - Main				
Account 53810 - Principal				
6165 - Texas Capital Bank, N.A.	06-Rev Refunding Bond Series 2017		07/12/2019	310,000.00
	Account 53810 - Principal Totals	1		\$310,000.00
Account 53820 - Interest				
6165 - Texas Capital Bank, N.A.	06-Rev Refunding Bond Series 2017		07/12/2019	139,353.50
	Account 53820 - Interest Totals	1		\$139,353.50
	Program 060000 - Main Totals	2		\$449,353.50
	Department 06 - Controller's Office Totals	2		\$449,353.50
	Fund 521 - 2017 Refund 517 2011 DT Red Bond Totals	2		\$449,353.50
Fund 600 - Cum Cap Improvement (CIG)(S2379)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
365 - Rogers Group, INC	20-#53 stone-16.46 tons-6/3/2019		07/12/2019	96.29



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Vendor	Invoice Description	Contract #	Date	Invoice Amount
365 - Rogers Group, INC	20-#53 stone-10.59 tons-6/12/19		07/12/2019	61.95
	Account 52330 - Street , Alley, and Sewer Material Totals	2		\$158.24
	Program 020000 - Main Totals	2		\$158.24
	Department 02 - Public Works Totals	2		\$158.24
	Fund 600 - Cum Cap Improvement (CIG)(S2379) Totals	2		\$158.24
Fund 601 - Cum Cap Development(S2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
51575 - Ennis-Flint, INC	20-Paint for pavement markings-Street Dept Quote NO 00140092		07/12/2019	3,452.25
480 - Hall Signs INC	20-Transfer Tape for Pavement Markings		07/12/2019	933.56
19278 - Milestone Contractors, LP	20-surface-Bradshire Ct-224.83 tons-6/10/19	BC 2019-32	07/12/2019	7,830.69
4443 - The Sherwin Williams Company	20-Paint for curbs (Brighten Btown		07/12/2019	180.00
	Account 52330 - Street , Alley, and Sewer Material Totals	4		\$12,396.50
	Program 020000 - Main Totals	4		\$12,396.50
	Department 02 - Public Works Totals	4		\$12,396.50
Department 13 - Planning				
Program 130000 - Main				
Account 54310 - Improvements Other Than Building				
David Herron	13-RightOfWay HendersonStreetSidePath		07/12/2019	25,300.00
Indiana University Credit Union	13-ROW Of Purchase Winslow Side Path		07/12/2019	1,430.00
The Peoples State Bank	13-Right Of Way Purchase-Winslow Side Path		07/12/2019	1,675.00
	Account 54310 - Improvements Other Than Building Totals	3		\$28,405.00
	Program 130000 - Main Totals	3		\$28,405.00
	Department 13 - Planning Totals	3		\$28,405.00
	Fund 601 - Cum Cap Development(S2391) Totals	7		\$40,801.50
Fund 730 - Solid Waste (S6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	16-R. East-drug screen breath alcohol test-DOT-6/13/19		07/12/2019	40.00



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Vendor	Invoice Description	Contract #	Date	Invoice Amount
231 - Indiana University Health Bloomington, INC	16-J. Snyder-drug screen DOT 5 Panel E screen-6/13/19		07/12/2019	45.00
	Account 53130 - Medical Totals	2		\$85.00
Account 53220 - Postage				
5387 - Creative Graphics, INC (dba Baugh Enterprises)	16-yardwaste magnets-16,755		07/12/2019	606.96
	Account 53220 - Postage Totals	1		\$606.96
Account 53230 - Travel				
6567 - Rhea L Carter	16-hotel/per diem-IN Recycling Coalition mtg-Indy-6/11-6/12/19		07/12/2019	181.25
	Account 53230 - Travel Totals	1		\$181.25
Account 53310 - Printing				
5387 - Creative Graphics, INC (dba Baugh Enterprises)	16-yardwaste magnets-16,755		07/12/2019	10,588.83
	Account 53310 - Printing Totals	1		\$10,588.83
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-April & May 2019-mgmnt fee		07/01/2019	192.95
	Account 53540 - Natural Gas Totals	1		\$192.95
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-6/19/19		07/12/2019	14.77
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-6/19/19		07/12/2019	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-6/26/19		07/12/2019	14.77
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-6/26/19		07/12/2019	32.26
	Account 53920 - Laundry and Other Sanitation Services Totals	4		\$94.06
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-recycling fees - 5/15-5/30/19		07/12/2019	4,430.98
	Account 53950 - Landfill Totals	1		\$4,430.98
	Program 160000 - Main Totals	11		\$16,180.03
	Department 16 - Sanitation Totals	11		\$16,180.03
	Fund 730 - Solid Waste (\$6401) Totals	11		\$16,180.03
Fund 800 - Risk Management(\$0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52430 - Uniforms and Tools				
327 - Hoosier Workwear Outlet, INC	10-J. Kilar-safety shoes-(11W)-6/22/19		07/12/2019	100.00



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Vendor	Invoice Description	Contract #	Date	Invoice Amount
327 - Hoosier Workwear Outlet, INC	10-J. Smith-safety shoes (11M)-6/19/19		07/12/2019	99.99
327 - Hoosier Workwear Outlet, INC	10-T. Shouffler-safety shoes (10 1/2D)-6/18/19		07/12/2019	100.00
327 - Hoosier Workwear Outlet, INC	10-T. Axsom-safety shoes (10 1/2D)-6/13/19		07/12/2019	100.00
1448 - Shoe Carnival, INC	10-D. Steury-safety shoes-5/16/19		07/12/2019	94.98
1448 - Shoe Carnival, INC	10-S. Medsker-safety shoes-5/18/19		07/12/2019	99.98
1448 - Shoe Carnival, INC	10-N. Maness-safety shoes-5/13/19		07/12/2019	79.98
1448 - Shoe Carnival, INC	10-F. Burdette-safety shoes-5/13/19		07/12/2019	100.00
1448 - Shoe Carnival, INC	10-B. O'Brien-safety shoes-5/12/19		07/12/2019	64.98
1448 - Shoe Carnival, INC	10-James White-safety shoes-5/7/19		07/12/2019	94.98
Account 52430 - Uniforms and Tools Totals			10	<u>\$934.89</u>
Account 53130 - Medical				
6991 - Tony Carroll	10- reimb for physical for CDL-6/7/19		07/12/2019	89.00
5176 - Robert Blake Hash	10- reimb for physical for CDL-6/5/19		07/12/2019	85.00
Account 53130 - Medical Totals			2	<u>\$174.00</u>
Account 53910 - Dues and Subscriptions				
1409 - Monroe County Bar Association	10-2019 membership dues-Guthrie/McKinney/Wheeler/Moore/Allen/Rou		07/12/2019	35.00
Account 53910 - Dues and Subscriptions Totals			1	<u>\$35.00</u>
Account 53990 - Other Services and Charges				
204 - State Of Indiana	10-driver lic search annual fee SOS UCC filing		07/12/2019	113.00
Account 53990 - Other Services and Charges Totals			1	<u>\$113.00</u>
Program 100000 - Main Totals			14	<u>\$1,256.89</u>
Department 10 - Legal Totals			14	<u>\$1,256.89</u>
Fund 800 - Risk Management(S0203) Totals			14	<u>\$1,256.89</u>
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 47080 - Other Reimbursements				
1440 - Carl D Retzlaff	12-overpayment of union dues for pay period 06/03/19-06/16/19		07/12/2019	20.00
Account 47080 - Other Reimbursements Totals			1	<u>\$20.00</u>
Account 53990 - Other Services and Charges				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees		07/12/2019	1,062.22



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Vendor	Invoice Description	Contract #	Date	Invoice Amount
Account 53990.1201 - Other Services and Charges Health Insurance		Account 53990 - Other Services and Charges Totals	1	\$1,062.22
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$680.80		07/02/2019	680.80
Account 53990.1201 - Other Services and Charges Health Insurance Totals			1	\$680.80
Program 120000 - Main Totals			3	\$1,763.02
Department 12 - Human Resources Totals			3	\$1,763.02
Fund 801 - Health Insurance Trust Totals			3	\$1,763.02
Fund 802 - Fleet Maintenance(\$9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	17 - office supplies labels		07/12/2019	32.29
6530 - Office Depot, INC	17 - office supplies, pens, tape, ruler pencils		07/12/2019	59.81
Account 52110 - Office Supplies Totals			2	\$92.10
Account 52230 - Garage and Motor Supplies				
50605 - Bauer Built, INC	17-stock tires		07/12/2019	520.95
50605 - Bauer Built, INC	17-stock tires		07/12/2019	3,931.91
4693 - Monroe County Tire & Supply, INC	17 - #598 tires		07/12/2019	1,352.90
4693 - Monroe County Tire & Supply, INC	17 - #571 tires		07/12/2019	245.98
4693 - Monroe County Tire & Supply, INC	17-stock tires		07/12/2019	1,048.72
4693 - Monroe County Tire & Supply, INC	17-#776 tire		07/12/2019	95.00
Account 52230 - Garage and Motor Supplies Totals			6	\$7,195.46
Account 52240 - Fuel and Oil				
349 - White River Cooperative, INC	17 - unleaded and diesel fuel		07/12/2019	17,509.66
349 - White River Cooperative, INC	17 - unleaded and diesel fuel		07/12/2019	16,523.16
Account 52240 - Fuel and Oil Totals			2	\$34,032.82
Account 52320 - Motor Vehicle Repair				
4135 - Andy Mohr Truck Center	17-stock filters		07/12/2019	181.05
244 - Bloomington Ford, INC	17 - p134 speaker assy		07/12/2019	26.87
244 - Bloomington Ford, INC	17 - #690 water pump replacement		07/12/2019	376.82
244 - Bloomington Ford, INC	17 - #801 switch		07/12/2019	41.14



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Vendor	Invoice Description	Contract #	Date	Invoice Amount
244 - Bloomington Ford, INC	17-#p133 seat adjuster		07/12/2019	21.44
244 - Bloomington Ford, INC	17-torch, other		07/12/2019	8.74
244 - Bloomington Ford, INC	17-#p127 axle shaft		07/12/2019	156.14
244 - Bloomington Ford, INC	17-#p137 door molding		07/12/2019	51.98
941 - Central Indiana Truck Equipment Corporation	17-#951 valve		07/12/2019	640.17
4335 - Circle Distributing, INC	17 - #410 alternator		07/12/2019	251.35
4335 - Circle Distributing, INC	17 - #494 starter		07/12/2019	156.67
4335 - Circle Distributing, INC	17 - stock filters		07/12/2019	18.92
4335 - Circle Distributing, INC	17 - stock brake pads and rotors		07/12/2019	584.46
4335 - Circle Distributing, INC	17 - #p131 brake pads		07/12/2019	61.24
4335 - Circle Distributing, INC	17-#420 brake parts		07/12/2019	640.52
4335 - Circle Distributing, INC	17-#420 brake parts		07/12/2019	239.39
4335 - Circle Distributing, INC	17-#529 calipers		07/12/2019	257.74
4335 - Circle Distributing, INC	17-stock filters		07/12/2019	65.88
4335 - Circle Distributing, INC	17-stock filters		07/12/2019	1,124.16
4335 - Circle Distributing, INC	17-core credit		07/12/2019	(120.00)
4335 - Circle Distributing, INC	17-stock filters		07/12/2019	93.84
4335 - Circle Distributing, INC	17-parts return		07/12/2019	(18.92)
51827 - Fire Service, INC	17-#391 coolant sensor, turbo and solenoid		07/12/2019	1,666.84
51827 - Fire Service, INC	17-#391 coolant sensor, turbo and solenoid		07/12/2019	297.59
231 - Indiana University Health Bloomington, INC	17 - drug screen		07/12/2019	45.00
11672 - Jack Doheny Companies, INC	17 - #601 repairs & labor to unit		07/12/2019	13,246.10
394 - Kleindorfer Hardware & Variety	17-shop and misc nuts and bolts		07/12/2019	61.00
2974 - MacAllister Machinery Co, INC	17 - #606 repairs at Macallisters		07/12/2019	28.05
4693 - Monroe County Tire & Supply, INC	17 -		07/12/2019	301.00
4547 - Riddle Tractor Sales, INC	17-#483 primer pump		07/12/2019	210.10
54351 - Sternberg, INC	17-#429 fuel sensor		07/12/2019	70.96
6216 - Terminal Supply, INC	17-stock lighting, fuses, nuts and bolts		07/12/2019	144.60
2096 - West Side Tractor Sales CO.	17-#608 screws and bolts		07/12/2019	164.27
2096 - West Side Tractor Sales CO.	17-#454 brake parts		07/12/2019	1,727.04
2096 - West Side Tractor Sales CO.	17-#623 window and seal		07/12/2019	277.64



Board of Public Works Claim Register

Invoice Date Range 07/01/19 - 07/12/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Account 52320 - Motor Vehicle Repair Totals			35	\$23,099.79
Account 52420 - Other Supplies				
177 - Indiana Oxygen Company, INC	17-torch, other		07/12/2019	148.49
680 - NCH Corporation- Partsmaster	17 - Shop tool - wiring repair kits		07/12/2019	491.15
6528 - State Industrial Products (State Chemical)	17-shop hand soap		07/12/2019	231.08
577 - W.W. Grainger, INC	17 - repair part for parts washer		07/12/2019	30.54
Account 52420 - Other Supplies Totals			4	\$901.26
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-April & May 2019-mgmt fee		07/01/2019	326.96
Account 53540 - Natural Gas Totals			1	\$326.96
Account 53620 - Motor Repairs				
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#a146 windshield repair		07/12/2019	59.95
244 - Bloomington Ford, INC	17 - #690 water pump replacement		07/12/2019	1,572.00
244 - Bloomington Ford, INC	17-#p131 diagnostics		07/12/2019	98.00
11672 - Jack Doheny Companies, INC	17 - #601 repairs & labor to unit		07/12/2019	8,272.00
2974 - MacAllister Machinery Co, INC	17 - #606 repairs at Macallisters		07/12/2019	332.50
Account 53620 - Motor Repairs Totals			5	\$10,334.45
Account 53640 - Hardware and Software Maintenance				
3286 - Peacetree, INC (PEI Maintenance)	17 - fuelmaster service agreement		07/12/2019	2,790.00
Account 53640 - Hardware and Software Maintenance Totals			1	\$2,790.00
Account 53650 - Other Repairs				
51565 - EmJay Automotive Equipment, LLC	17 - lift inspects		07/12/2019	590.00
Account 53650 - Other Repairs Totals			1	\$590.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		07/12/2019	75.02
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		07/12/2019	16.75
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		07/12/2019	69.82
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels		07/12/2019	16.75
Account 53920 - Laundry and Other Sanitation Services Totals			4	\$178.34
Program 170000 - Main Totals			61	\$79,541.18
Department 17 - Fleet Maintenance Totals			61	\$79,541.18



Board of Public Works Claim Register

Invoice Date Range 07/01/19 - 07/12/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Fund 802 - Fleet Maintenance(S9500) Totals			61	\$79,541.18
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City URM		07/01/2019	118.55
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/01/2019	67.10
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/01/2019	89.89
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/02/2019	229.99
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/03/2019	176.98
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals			5	\$682.51
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City				
17785 - The Howard E. Nyhart Company, INC	12-FSA UnreimbursedDDC City		07/02/2019	673.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals			1	\$673.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/01/2019	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/01/2019	272.09
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/02/2019	36.46
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		07/03/2019	142.50
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals			4	\$461.05
Program 120000 - Main Totals			10	\$1,816.56
Department 12 - Human Resources Totals			10	\$1,816.56
Fund 804 - Insurance Voluntary Trust Totals			10	\$1,816.56
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016C - 2016 C Jackson Trail				
Account 54310 - Improvements Other Than Building				
16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail Phase 2_Design-4/1-4/30/19	BC 2019-11	07/12/2019	31,506.00
Account 54310 - Improvements Other Than Building Totals			1	\$31,506.00
Program 06016C - 2016 C Jackson Trail Totals			1	\$31,506.00
Program 06016H - 2016 H Exhaust Removl/Guard Rail				



Board of Public Works Claim Register

Invoice Date Range 07/01/19 - 07/12/19

Vendor	Invoice Description	Contract #	Date	Invoice Amount
Account 54510 - Other Capital Outlays				
10081 - Strand Associates, INC	13-Guardrail Assessment Proj-City-wide-5/1-5/31/19	BC 2014-04	07/12/2019	6,160.00
	Account 54510 - Other Capital Outlays Totals		1	\$6,160.00
	Program 06016H - 2016 H Exhaust Removl/Guard Rail Totals		1	\$6,160.00
	Department 06 - Controller's Office Totals		2	\$37,666.00
	Fund 978 - City 2016 GO Bond Proceeds Totals		2	\$37,666.00
			233	\$1,120,919.60



Board of Public Works Claim Register

Invoice Date Range 06/23/19 - 06/23/19

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	DeptCCFees0519	06-Dept CC May 2019 Bank Fees	Paid by EFT # 29776		06/23/2019	06/23/2019	06/23/2019		06/23/2019	5.00
				Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$5.00
				Program 010000 - Main Totals				Invoice Transactions 1		\$5.00
				Department 01 - Animal Shelter Totals				Invoice Transactions 1		\$5.00
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	DeptCCFees0519	06-Dept CC May 2019 Bank Fees	Paid by EFT # 29776		06/23/2019	06/23/2019	06/23/2019		06/23/2019	1.64
				Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$1.64
				Program 020000 - Main Totals				Invoice Transactions 1		\$1.64
				Department 02 - Public Works Totals				Invoice Transactions 1		\$1.64
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	DeptCCFees0519	06-Dept CC May 2019 Bank Fees	Paid by EFT # 29776		06/23/2019	06/23/2019	06/23/2019		06/23/2019	5.00
				Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$5.00
				Program 060000 - Main Totals				Invoice Transactions 1		\$5.00
				Department 06 - Controller's Office Totals				Invoice Transactions 1		\$5.00
Department 13 - Planning										
Program 130000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	DeptCCFees0519	06-Dept CC May 2019 Bank Fees	Paid by EFT # 29776		06/23/2019	06/23/2019	06/23/2019		06/23/2019	5.00
				Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$5.00
				Program 130000 - Main Totals				Invoice Transactions 1		\$5.00
				Department 13 - Planning Totals				Invoice Transactions 1		\$5.00
				Fund 101 - General Fund (S0101) Totals				Invoice Transactions 4		\$16.64
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	PrkGrg05-2019	26-Parking Garage May 2019	Paid by EFT # 29778		06/23/2019	06/23/2019	06/23/2019		06/23/2019	1,802.97
				Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$1,802.97
				Program 260000 - Main Totals				Invoice Transactions 1		\$1,802.97
				Department 26 - Parking Totals				Invoice Transactions 1		\$1,802.97
				Fund 452 - Parking Facilities(S9502) Totals				Invoice Transactions 1		\$1,802.97
				Grand Totals				Invoice Transactions 5		\$1,819.61



Board of Public Works Claim Register

Invoice Date Range 06/24/19 - 06/26/19

13969 - AT&T Mobility II, LLC

PWDIVX0619201 02-PW Divisions cell 9 phone charges 5/12-	Paid by Check # 69880	06/26/2019	06/26/2019	06/26/2019	06/26/2019	166.40
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Account 53510 - Electrical Services
223 - Duke Energy

FACSUM-061419 19-CH/off site facilities- electric summary bill-	Paid by Check # 69886	06/26/2019	06/26/2019	06/26/2019	06/26/2019	210.02
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Fund 452 - Parking Facilities(S9502)
Department 26 - Parking
Program 260000 - Main
Account 53210 - Telephone

13969 - AT&T Mobility II, LLC

13969 - AT&T Mobility II, LLC

PKGGARX061920 26-Pkg Garages-cell 19 phone charges 5/12-	Paid by Check # 69875	06/26/2019	06/26/2019	06/26/2019	06/26/2019	105.14
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PWDIVX0619201 02-PW Divisions cell 9 phone charges 5/12-	Paid by Check # 69880	06/26/2019	06/26/2019	06/26/2019	06/26/2019	41.60
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Account 53510 - Electrical Services
223 - Duke Energy

FACSUM-061419 19-CH/off site facilities- electric summary bill-	Paid by Check # 69886	06/26/2019	06/26/2019	06/26/2019	06/26/2019	4,201.17
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Fund 521 - 2017 Refund 517 2011 DT Red Bond
Department 06 - Controller's Office
Program 060000 - Main
Account 53830 - Bank Charges
3445 - Regions Bank

71038 06-Annual Fee Redev Tax Bond Series	Paid by Check # 69890	06/26/2019	06/26/2019	06/26/2019	06/26/2019	750.00
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Fund 730 - Solid Waste (\$6401)
Department 16 - Sanitation
Program 160000 - Main
Account 53210 - Telephone

13969 - AT&T Mobility II, LLC

PWDIVX0619201 02-PW Divisions cell 9 phone charges 5/12-	Paid by Check # 69880	06/26/2019	06/26/2019	06/26/2019	06/26/2019	478.96
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Account 53510 - Electrical Services
223 - Duke Energy

FACSUM-061419 19-CH/off site facilities- electric summary bill-	Paid by Check # 69886	06/26/2019	06/26/2019	06/26/2019	06/26/2019	193.53
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Fund 800 - Risk Management(S0203)
Department 10 - Legal
Program 100000 - Main
Account 53210 - Telephone

13969 - AT&T Mobility II, LLC

RISKX06192019 10-RISK-cell phone charges 5/12-6/11/19	Paid by Check # 69876	06/26/2019	06/26/2019	06/26/2019	06/26/2019	58.93
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Fund 802 - Fleet Maintenance(S9500)
Department 17 - Fleet Maintenance
Program 170000 - Main

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC

PWDIVX0619201 02-PW Divisions cell 9 phone charges 5/12-	Paid by Check # 69880	06/26/2019	06/26/2019	06/26/2019	06/26/2019	41.60
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Account 53510 - Electrical Services
223 - Duke Energy

FACSUM-061419 19-CH/off site facilities- electric summary bill-	Paid by Check # 69886	06/26/2019	06/26/2019	06/26/2019	06/26/2019	(149.92)
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18.15884
Jm

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	5/31/2019	EFT	804	FLEX	6/4/2019	232.26
2	6/1/2019	EFT	804	FLEX	6/4/2019	86.52
3	6/2/2019	EFT	804	FLEX	6/4/2019	170.84
4	6/3/2019	EFT	804	FLEX	6/5/2019	224.10
5	6/4/2019	EFT	804	FLEX	6/5/2019	818.74
6	6/5/2019	EFT	804	FLEX	6/6/2019	678.88
7	6/6/2019	EFT	804	FLEX	6/7/2019	213.45
8	6/7/2019	EFT	801	IACT	6/10/2019	902,934.01
9	6/7/2019	EFT	804	FLEX	6/12/2019	130.69
10	6/8/2019	EFT	804	FLEX	6/12/2019	72.11
11	6/9/2019	EFT	804	FLEX	6/12/2019	359.63
12	6/10/2019	EFT	804	FLEX	6/12/2019	96.89
13	6/11/2019	EFT	804	FLEX	6/12/2019	581.48
14	6/12/2019	EFT	804	FLEX	6/13/2019	414.52
15	6/13/2019	EFT	801	H.S.A. ER	6/13/2019	526.58
16	6/13/2019	EFT	804	FLEX	6/14/2019	136.97
17	6/19/2019	EFT	804	FLEX	6/20/2019	400.70
18	6/18/2019	EFT	804	FLEX	6/19/2019	102.54
19	6/18/2019	EFT	801	GYM	6/20/2019	4,673.73
20	6/17/2019	EFT	804	FLEX	6/18/2019	44.57
21	6/16/2019	EFT	804	FLEX	6/18/2019	40.00
22	6/15/2019	EFT	804	FLEX	6/18/2019	173.95
27	6/14/2019	EFT	804	FLEX	6/18/2019	150.44
28	6/14/2019	EFT	801	CIGNA	6/17/2019	39,442.94
29	6/21/2009	EFT	804	H.S.A. ER	6/20/2019	17,641.64
26	6/20/2019	EFT	804	FLEX	6/21/2019	634.99
30	6/21/2019	EFT	804	FLEX	6/24/2019	426.12
25	6/22/2019	EFT	804	FLEX	6/24/2019	298.34
24	6/23/2019	EFT	804	FLEX	6/24/2019	2.10
23	6/21/2019	EFT	800	Work Comp	6/24/2019	3,209.15
31	6/21/2019	EFT	804	Work Comp	6/24/2019	8,137.98
32	6/21/2019	EFT	804	H.S.A. ER	6/24/2019	481.34
33	6/24/2019	EFT	804	FLEX	6/25/2019	23.94
34	6/25/2019	EFT	804	FLEX	6/25/2019	1,100.00
35	6/25/2019	EFT	804	FLEX	6/26/2019	106.97
36	6/26/2019	EFT	804	FLEX	6/27/2019	1,033.28
37	6/27/2019	EFT	804	FLEX	6/28/2019	711.33
38		EFT	804	FLEX		
39		EFT	804	FLEX		
40		EFT	804	H.S.A. ER		
41		EFT	804	FLEX		
42		EFT	804	FLEX		
43		EFT	804	FLEX		
44		EFT	804	H.S.A. ER		
45		EFT	800	Work Comp		
46		EFT	804	HC/MT		
47		EFT	804	FLEX		
48		EFT	804	FLEX		
49		EFT	804	FLEX		
50		EFT	804	FLEX		
51		EFT	804	FLEX		
52		EFT	804	FLEX		

986,493.52

ALLOWANCE OF CLAIMS

\$ 986,493.52

Dated this _____ day of _____ year of 20_____.

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 _____

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/23/2019	Bank Fees				1,819.61
7/12/2019	Claims				1,120,919.60
6/26/2019	Special Utility Claims				18,158.84
	Month Of June HSA/WorkComp/MT & Gym/CIGNA				986,493.52
	Sales Tax For May 2019				
					<u>2,127,391.57</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 2,127,391.57

Dated this 9th day of July year of 2019.

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 _____