

**Board of Public Works Meeting  
February 16, 2021**



Topic: Board of Public Works

Time: Feb 16, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/92386047866?pwd=RnY3TzVrbDVlRTAzRTNlVThManRnZz09>

Meeting ID: 923 8604 7866

Passcode: 443233

Dial by your location

+1 312 626 6799 US (Chicago)

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+1 929 205 6099 US (New York)

+1 346 248 7799 US (Houston)

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+1 253 215 8782 US (Tacoma)

Meeting ID: 923 8604 7866

Passcode: 443233

Find your local number: <https://bloomington.zoom.us/u/aeo9k8TOD1>

**AGENDA  
BOARD OF PUBLIC WORKS  
FEBRUARY 16, 2021**

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, February 16, 2021 at 5:30 p.m.

The City will offer virtual options, including CATS public access television (live and tape- delayed) and Zoom. Public comments and questions will be encouraged via [bloomington.in.gov](http://bloomington.in.gov) rather than in person.

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS & REMONSTRANCES**

**III. TITLE VI ENFORCEMENT**

1. Permission to Abate Property 410 S. Highland Ave.

**IV. CONSENT AGENDA**

1. Approval of Minutes – February 02, 2021
2. Approve Payment to BeaconShalom for COVID Isolation Shelter
3. Approval of Payroll

**V. NEW BUSINESS**

1. Approve Bike Lane Closure and Right-of-Way Use on North Walnut Street for Miller Pipeline (dates TBD)
2. Approve 2021 Partnership Agreement with Buskirk Chumley Theater Management
3. Resolution 2021-02: Approve Resolution and Quit Claim Deed Conveying the 4<sup>th</sup> Street Garage to the City RDC.
4. Approve Right-of-Way Use and Street Closures for the City of Bloomington Utilities Department for Downtown Stormwater Box Culvert Replacement (February 15, 2021 – February 15, 2023)
5. Approve Remodel of BPD Firing Range by Fox Construction
6. Approve Lane Closure request on Atwater Avenue from Highland to Mitchell by Duke Energy for Installation of Street Lights ( February 22, 2021 – March 08, 2021)

**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](mailto:public.works@bloomington.in.gov).

# Staff Report

**To: Board of Public Works**

**From: Mike Arnold/ Daniel Dixon**

**Date: February 16, 2021**

**Re: Request to Abate property at 410 South Highland Avenue, Bloomington, IN**

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## **Attachments:**

1. Notice(s) of Violation Issued on 12/17/2020, 01/12/2021, 01/21/2021, and 02/04/2021.
2. Photograph(s) of the property
3. GIS Property Report Card
4. Order for Abatement (proposed)

## **Facts:**

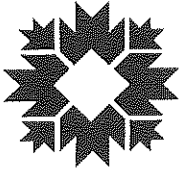
1. BMC § 6.06.020 makes it unlawful “for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On 12/17/2020, 01/12/2021, 01/21/2021, 02/04/2021, Neighborhood Compliance Officer Mike Arnold inspected the property located at 410 South Highland Avenue, Bloomington, IN (Hereinafter the “Property”) and issued Notices of Violation for deposit of garbage in violation of BMC § 6.06.020 (Hereinafter the “NOV”).
3. The NOV was/were issued to Stephen Patterson (Hereinafter the “Owner(s)”) because he is the Owner of the Property which is in violation of BMC § 6.06.020 in that there is garbage on the property.
4. The violations have not been corrected and the NOV were not appealed.
5. The NOV were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
6. The Notice of Request to Abate was served on the Owner(s) 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. Garbage remains thrown, placed, and 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.



# Notice of Violation

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

Date 1/12/21 Time 11:07 Address/location 410 S HIGHLAND AVE 47401

Issued by: 220

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

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

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

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

Fine Due:  \$50     \$100     \$150     Warning (No fine due at this time)    Ticket# 47170

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

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

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

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

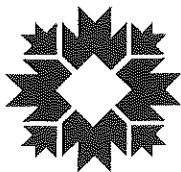
Comments: SCATTERED GARBAGE, TRASH, DEBRIS, FURNITURE, TIRES

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

Owner Name STEPHEN PATTERSON  
 Address 650 N HART STRAIGHT RD  
 City BLOOMINGTON State IN  
 Zip Code 47401

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

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/](http://www.bloomington.in.gov/hand/)

Date 1/21/21 Time 2:03 Address/location 410 S HIGHLAND AVE 47401

Issued by: 220

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

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

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

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

Fine Due: \$50 \$100 \$150       Warning (No fine due at this time)      Ticket# 47243

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

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

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

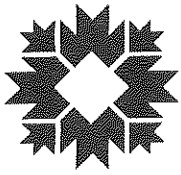
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: SCATTERED BY WIND, TRASH, TIRES, COUCH

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

Owner Name STEPHEN F PATTERSON  
 Address 650 N HARTSTRAIT RD  
 City B State IN  
 Zip Code 47402

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



# Notice of Violation

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

Date 1/23/21 Time 12:38 Address/location 410 S HIGHLAND AVE 47401

Issued by: 220

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

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

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

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

Fine Due: \$50 \$100 \$150       Warning (No fine due at this time)      Ticket# 47279

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

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

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

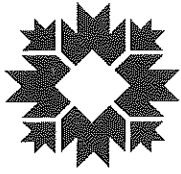
NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: TRASH/DEBRIS, TIRES, COUCH

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

Owner Name STEVE PATTERSON  
 Address 650 N. HARTSTRAIT RD  
 City BLOOMINGTON State IN  
 Zip Code 47404

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



# Notice of Violation

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

Date 2/4/21 Time 2:13 Address/location 410 S HIGHLAND AVE 47401

Issued by: 220

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

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

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

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

Fine Due: \$50   \$100   \$150    Warning (No fine due at this time)      Ticket# 47379

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

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

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

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

Comments: TRASH, DEBRIS, TIRES, UPHOLSTERED FURNITURE

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

Owner Name STEPHEN PATTERSON  
 Address 650 N HART STRAIT RD  
 City Bloomington State IN  
 Zip Code 47404

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

BPW: 2-16-21

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





# Monroe County, IN

410 S Highland AVE, Bloomington, IN 47401-5052  
53-01-54-139-000.000-009



## Parcel Information

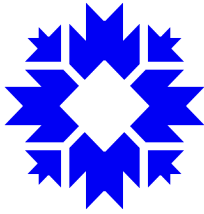
**Parcel Number:** 53-01-54-139-000.000-009  
**Alt Parcel Number:** 015-41390-00  
**Property Address:** 410 S Highland AVE  
Bloomington, IN 47401-5052  
**Neighborhood:** 151 Trending 2006 - A  
**Property Class:** 1 Family Dwell - Platted Lot  
**Owner Name:** Patterson, Stephen F  
**Owner Address:** 650 N Hartstrait Rd  
Bloomington, IN 47404  
**Legal Description:** 015-41390-00 Whitaker Lot 13

## Taxing District

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

## Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.207	



**City of Bloomington**  
**Housing and Neighborhood Development**

On 12/17/2020, 01/12/2021, 01/21/2021, 02/04/2021, 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 **410 S Highland Ave**. 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.

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BPW Meeting Date: 16 February 2021

Abatement Approved: Y/N

Property Owner: Stephen F Patterson

Address: 650 S Hartstrait Rd  
Bloomington IN 47401

Is this a rental? No

Agent: None

Address: NA

Parcel Number: 53-01-54-139-000.000-009

Legal Description: 015-41390-00 Whitaker Lot 13

**City of Bloomington's Board of Public Works**  
**Order Of Abatement for NOV**  
**(deposit of garbage)**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued on 12/17/2020, 01/12/2021, 01/21/2021, and 02/04/2021, (Hereinafter the "NOV"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, February 16, 2021.

The Board of Public Works now finds as follows:

1. Stephen Patterson (Hereinafter the "Owner") owns the real estate located at 410 South Highland Avenue, Bloomington, IN 47401, under parcel number 53-01-54-139-000.000-009 and whose legal description is 015-41390-00 Whitaker Lot 13 (Hereinafter the "Property")
2. On 12/17/2020, 01/12/2021, 01/21/2021, and 02/04/2021, Mike Arnold, City of Bloomington Neighborhood Compliance Officer, issued the NOV after personally observing garbage, recyclable materials and yard waste deposited on the Property in violation of BMC § 6.06.020.
3. The NOV were properly issued to the Owner in accordance with BMC 6.06.070(b).
4. The NOV were not appealed.
5. The violation(s) cited in the NOV were not remedied.
6. Notice of the City's request to abate the Property was properly issued and the Owner properly notified in accordance with BMC 6.06.080(b).

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

1. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, recyclable materials and yard waste as those terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
2. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
3. If the Owner fails to comply with paragraph 2 above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
4. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
5. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

**So Ordered this 16th Day of February, 2021.**

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Dana Palazzo, President  
Board of Public Works  
City of Bloomington

The Board of Public Works meeting was held on Tuesday, February 02, 2021, at 5:30 pm virtually through Zoom. Dana Palazzo presiding

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

Present: Dana Palazzo  
Beth H. Hollingsworth  
Kyla Cox Deckard

**ROLL CALL**

City Staff: Michael Large – Public Works  
April Rosenberger – Public Works  
Daniel Dixon – City Legal  
Neil Kopper – Engineering  
Jane Fleig -- Utilities

Beth H. Hollingsworth just wanted to thank everyone who is working hard to keep roads safe during the winter weather.

**MESSAGES FROM BOARD MEMBERS**

**Public Comments:** Greg Alexander wanted to comment on Right-of-Way use at 11<sup>th</sup> and College that was approved by the Board two weeks prior. He commented on the sidewalk being closed and of learning that it will be at least two months before there will be a walk-around. Palazzo asked Michael Large, Public Works, if Mr. Alexander’s concerns could be addressed. Large commented that he would contact the project engineer, Paul Kehrberg, and have him contact the contractor to be certain the Maintenance of Traffic plan was being followed.

**PETITIONS AND REMONSTRANCES**

Appeal Trash Violation # 47248 at 601 E. University. Larry Chen, appellant, presented trash appeal. Daniel Dixon, City Legal, represented the City of Bloomington. See meeting packet for details.

**APPEAL TRASH VIOLATION # 47248 AND # 47247**

**Board Comments:** Beth Hollingsworth asked if a warning was given before the appellant was fined. Mr. Chen said he thought he received a warning in August 2020. Hollingsworth asked if the

rental company would assume responsibility for trash while residents are gone. Dixon answered that the lease would explain who is responsible.

Cox Deckard made a motion to deny the appeal of violation # 47247, cans at the curb violation, because it is not an issue that is heard by the Board. Cox Deckard also made a motion to deny the appeal of violation # 47248. Hollingsworth seconded. Motion is passed.

1. **Approval of Minutes – January 19, 2021**
2. **Approval of Payroll**

#### **CONSENT AGENDA**

**Board Comments:** None

Hollingsworth made a motion to approve the consent agenda. Cox Deckard seconded. Motion is passed.

Neil Kopper, Engineering, presented Approve Memorandum of Understanding with City of Bloomington Utilities for Payment of Construction Costs for Traffic Signal Improvements at Intersection of 3<sup>rd</sup> and Lincoln Streets. See meeting packet for details.

**Board Comments:** Hollingsworth asked who the vendor will be for the traffic signal. Kopper explained that the contract had been awarded to Milestone Contractors, but he did not know who their vendor is. Hollingsworth also asked when the project would be done. Jane Fleig, Utilities, said she did not know the exact time frame, but the contract is for two years. Josh Burris, Milestone

#### **NEW BUSINESS** **Approve Memorandum of Understanding with City of Bloomington Utilities for Payment of Construction Costs for Traffic Signal Improvements at Intersection of 3<sup>rd</sup> and Lincoln Streets**

Contractors, said they had subcontracted with Hummel to purchase the equipment, but they had not completed their submissions.

Cox Deckard made a motion to Approve Memorandum of Understanding with City of Bloomington Utilities for Payment of Construction Costs for Traffic Signal Improvements at Intersection of 3<sup>rd</sup> and Lincoln Streets. Hollingsworth seconded. Motion is passed.

Jane Fleig, Utilities, presented the Update on the Jordan River Culvert Project. See meeting packet for details.

## **STAFF REPORTS AND OTHER BUSINESS**

**Board Comments:** Palazzo wanted to state that she appreciated the communication with the business owners in the area. Hollingsworth asked if this was the last phase of the project. Fleig responded that there is still more work to be done, so this is not the end of the project. Cox Deckard asked about the pedestrian thoroughfare. Josh Burris, Milestone Contractors, said there would always be an access to pedestrian traffic.

Michael Large, Public Works, demonstrated the ReCollect Sanitation Software System. Large stated that ReCollect went live on January 15<sup>th</sup>, and so far there are over 200 users. The software has the ability to keep track of metric data. The software has the ability to pull and print a calendar, show which items are recyclable, and to schedule special requests. See meeting packet for details.

**Board Comments:** Hollingsworth commented that she did go to the site and thinks that it's outstanding and once it's fully released to the public, it will be very useful. Palazzo was impressed by the software and asked if large item pick up could be scheduled. Large confirmed. Hollingsworth stated that she is happy to see so many tools to get the residents informed. Cox Deckard is also impressed with the software and asked if this can be used on the phone as well as a desktop. Large confirmed.

Hollingsworth made a motion to approve claims in the amount of \$1,030,209.80. Cox Deckard seconded. Motion is passed.

## **APPROVAL OF CLAIMS**

Palazzo called for adjournment at 6:03 p.m.

**ADJOURNMENT**

Accepted By:

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Dana Palazzo, President

---

Beth H. Hollingsworth, Vice-President

---

Kyla Cox Deckard, Secretary

Date:

Attest to:





## Board of Public Works Staff Report

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**Project/Event:** Covid Safe Recovery Site (Isolation Shelter)  
**Petitioner/Representative:** Community and Family Resources Department  
**Staff Representative:** Beverly Calender-Anderson  
**Date:** February 16, 2021

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**Report:** The City of Bloomington serves as the fiscal agent for the Covid Safe Recovery Site which is administered by Beacon, Inc. Request payment of claim in the amount of \$255,995.12 to Beacon outside of normal claim period in order for Beacon to be able to meet their financial obligations. There was an error on the claim to FSSA which is delaying the reimbursement from the state; however, the claims have been refiled and payment is forthcoming.

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**Recommendation and Supporting Justification:**

Email from Forrest Gilmore, Executive Director of Beacon:

Hi Beverly,

We're in a financial desperate situation due to cash flow and the delays on the iso grant reimbursements. Is there any way to rush these? It's taking 2-3 months for reimbursement, which is forcing us to carry hundreds of thousands of dollars in unreimbursed funds. This delay has forced us to take out a loan, which is coming due, and the bank doesn't want to extend it. If we run out of cash we have to start defaulting on our bills, including payroll. It's pretty serious. We've always been a very healthy organization financially, but I'm worried this could greatly damage us.

Thanks!!

--

Rev. Forrest Gilmore, Executive Director  
Beacon, Inc.

PO Box 451 / 620 S. Walnut Street,

Bloomington, IN 47402-0451

(812) 334-5734, ext. 122

[forrest@beaconinc.org](mailto:forrest@beaconinc.org)

[www.beaconinc.org](http://www.beaconinc.org)

**Recommend**  **Approval**  **Denial by:** *Staff Name*

**ORDINANCE 20-09**

**TO AMEND TITLE 2 OF THE BLOOMINGTON MUNICIPAL CODE ENTITLED  
“ADMINISTRATION AND PERSONNEL” AND TO GRANT AUTHORITY TO ACT  
IN ACCORDANCE WITH DECLARED DISASTER EMERGENCIES**

**--Re: Amending 2.22.030 Entitled “Employee Policies” and Complying with the State of  
Indiana’s Declaration of Disaster Emergency under I.C. § 10-14-3-12**

WHEREAS, Bloomington Municipal Code § 2.22.030 regulates Employee Policies for the City of Bloomington; and

WHEREAS, Governor Holcomb has declared a statewide disaster emergency for the COVID-19 pandemic in accordance with Indiana Code Section 10-14-3-12; and

WHEREAS, in the event of disaster emergencies and in accordance with Indiana Code Section 10-14-3-17(j) (5), municipalities may “waive procedures and formalities otherwise required by law pertaining to:

- (A) the performance of public work;
- (B) the entering into of contracts;
- (C) the incurring of obligations;
- (D) the employment of permanent and temporary workers;
- (E) the use of volunteer workers;
- (F) the rental of equipment;
- (G) the purchase and distribution of supplies, materials, and facilities; and
- (H) the appropriation and expenditure of public funds;” and

WHEREAS, for the protection of the community, the Common Council now believes it is necessary to take affirmative action during this time of emergency; and

WHEREAS, as guidance for localities in this emergency, the State Board of Accounts provided memos which, in part:

- Urge “governing bodies (i.e. City Councils) to work with their attorneys to develop [policies] specific to this emerging situation” that, if possible, “incorporate those items that could be of concern in the coming months;”
- Stress the “urgency to both monitor and address situations as they arise” and for governing bodies to be “flexible in their approach;”
- “Advise that the [policies] have broad language that may reference more specific materials so that the policies do not need to be constantly updated and approved to address quickly changing real-time issues;”<sup>1</sup>
- Advise that “policies/actions” should “maintain operations of government as normal or as near normal as possible while maintaining the wellbeing of governmental employees and the public;” and
- Advise that change in policies “should be adopted through normal processes as provided by statute, including public meetings” and where practicable, with written evidence that a governing body has appropriately approved the actions in appropriate forum; and

WHEREAS, in 2018 the City adopted Ordinance 18-10, which provides additional fiscal oversight of the Executive branch by the Common Council and includes a provision regarding emergencies, which is available for use in the event it becomes necessary;

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. Section 2.22.030, entitled "Employee Policies" shall be amended to add the following additional section:

(8) Stay Home Pay During a Declared Emergency. The Mayor may require some (non-critical or non-essential) or all employees to refrain from coming to their work stations in the event of a national emergency or state disaster emergency as provided in Indiana Code Section 10-14-3-12. In the event of such emergency declaration, the Mayor may provide that employees directed to refrain from

coming to work receive pay (hourly and/or salary) for their regularly scheduled, non-overtime work hours ("Emergency Stay Home Pay"), subject to the following conditions:

- (a) If some of all of the employee's job functions can be performed from home, the employee is expected to perform those job functions from home during the employee's regularly scheduled non-overtime work hours;
- (b) For the duration of the declared emergency, the employee is considered "on duty" and at work during the employee's regularly scheduled non-overtime work hours, and, therefore, must be available by phone and/or email to respond to calls from other City officials and must be available to return to their work station with two (2) hours of notice from their supervisor, the Mayor, or the Mayor's designee;
- (c) The employee may not work or earn compensation from any other source during the employee's regularly scheduled non-overtime work hours (i.e., for which the employee would earn Emergency Stay Home Pay).

SECTION 2. For the duration of the COVID-19 disaster emergency declared by Governor Holcomb under Indiana Code Section 10-14-3-12 (Current Declared Emergency), the Mayor of the City of Bloomington shall have the powers to act in conformity with and waive any and all procedures and formalities in accordance with Indiana Code Section 10-14-3-17(j), the Governor's executive orders, or any other applicable law, declaration, order, or decree. These powers shall be exercised only after a determination by the Mayor or his designee that the regular practices are not practicable due to the Current Declared Emergency and, in that event, the Mayor or his designee, shall inform the Council in writing, of what was done and why it was necessary, within a reasonable period after the action is taken.

SECTION 3. In accordance with the powers in the preceding Section 2 and the guidance from the State Board of Accounts, the Controller shall have the authority to approve payment of all necessary expenditures on behalf of the City of Bloomington for the duration of the Current Declared Emergency, and any board or commission normally tasked with the approval of such expenditures shall review and approve the Controller's authorizations once the declared emergency has ended. These authorizations by the Controller shall be limited to expenditures which directly address the Current Declared Emergency and only when use of the regular process is not practicable due to the Current Declared Emergency.

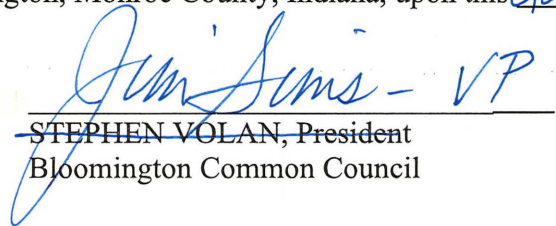
In the event the authorization would normally require Common Council consideration of an appropriation ordinance, the Mayor or his designee, shall: 1) inform the Council in writing, of what was done and why it was necessary, no later than forty-eight (48) hours after the action was taken; and 2) submit an appropriation ordinance as soon as practicable thereafter in consultation with the Council President. In the event the authorization would require action of other boards and commissions, the Mayor or his designee, shall: 1) inform the Council and the applicable board or commission in writing, of what was done and why it was necessary; 2) do so, within a reasonable period after the action was taken.

The temporary waiver or relaxation of authorizations provided for in this ordinance do not replace and shall be read in concert with the Council fiscal oversight provisions set forth in BMC 2.26.200 through BMC 2.26.210. In that regard, the procedures for an emergency expenditure provided under BMC 2.26.200 (d) (Exceptions to Process of Review) are available in the event needed during the Current Declared Emergency.

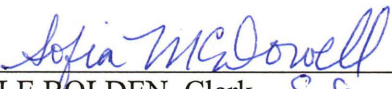
SECTION 4. If any section, sentence or provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 5: This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

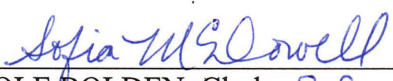
PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 22<sup>nd</sup> day of March, 2020.

  
STEPHEN VOLAN, President  
Bloomington Common Council


ATTEST:

  
~~NICOLE BOLDEN~~, Clerk Sofia McDowell, Chief Deputy Clerk  
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 23<sup>rd</sup> day of March, 2020.

-   
~~NICOLE BOLDEN~~, Clerk Sofia McDowell, Chief Deputy Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this 27<sup>th</sup> day of ~~March~~ April, 2020.

  
JOHN HAMILTON, Mayor  
City of Bloomington

#### SYNOPSIS

Ordinance 20-09 addresses the operation of City government during the public health emergency resulting from COVID-19. It amends employee policies to allow the Mayor to order some or all employees of the City of Bloomington to continue to receive pay during their regularly scheduled, non-overtime work hours, for the duration of an emergency declared by the Governor under IC § 10-14-3-12. Then, for the duration of this emergency, it invokes Indiana Code 10-14-3-17(j), which, in part, allows political subdivisions to waive procedures and formalities in regard to certain of its functions, and gives the Mayor the authority to implement those measures, as long as those actions are consistent with that statute, the Governor's executive orders, or any other applicable law, declaration, order, or decree. Also for the duration of this disaster emergency and to the extent consistent with guidance from the State Board of Accounts, it authorizes the Controller to approve the payment of all necessary City expenditures, and defers the action of the boards and commissions which normally review and approve these expenditures, until after the emergency and alters their role, at that time, to the review and approval of the Controller's actions.

*Note: On April 22, 2020, the Council passed this ordinance after adopting three amendments, which are briefly described below:*

- *Am 01 - amended the initial paragraph of Section 2 and Section 3 to distinguish between actions authorized for this along with future emergencies (Section 1) and actions authorized solely only under the current emergency; and*
- *Am 02 - added a new whereas clause and amended the initial paragraph of Section 2 (as amended by Am 01) to add a determination of impracticability of regular processes and reporting requirement; and*
- *Am 03 - added another, final whereas clause and amended Section 3 by adding a sentence to the first paragraph and adding two new paragraphs. These changes, in general: limited the authorizations of expenditures made by the Controller in advance of review and approval by governing bodies to expenditures directly addressing the emergency; added reporting requirements to the Council and other affected governing bodies; and, clarified that BMC 2.26.200 through 210 were still in effect and include a procedure for reporting emergency expenditures.*

Distributed to Clerk, Controller, Council Attorney, Legal, and Mayor.

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/12/2021	Payroll				484,754.76
					<u>484,754.76</u>

**ALLOWANCE OF CLAIMS**

We have examined the claims listed on the foregoing register of claims, consisting of 1  
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the  
total amount of \$ 484,754.76

**Dated this 16th day of February year of 2021.**

\_\_\_\_\_

Dana Palazzo President                      Beth H. Hollingsworth Vice President                      Kyla Cox Deckard 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

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**Project/Event:** Request from CenterPoint Energy to temporarily close the southbound bike lane on N Walnut St

**Staff Representative:** Paul Kehrberg

**Petitioner/Representative:** Evan Hamilton, CenterPoint Energy

**Date:** February 16<sup>th</sup>, 2021

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**Report:** Miller Pipeline, a contractor for Centerpoint Energy (formerly Vectren), will be installing gas service to a new building at 2815 North Walnut Street. They will need to bore under the street from the existing main on the east side of N Walnut St to the building on the west side. They will need to use the shoulder and bike lane on the west side of N Walnut St to provide a safe buffer space around their work area. They plan to be working from February 17<sup>th</sup> to March 17<sup>th</sup>.

CenterPoint Energy has supplied maintenance of traffic plans for their work.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to CenterPoint Energy for the temporary traffic control.

Recommend  Approval  Denial by

*Paul Kehrberg*



February 11, 2021

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

Re: N. Walnut St. - Request Bike Lane Restrictions

Dear Board Members:

CenterPoint Energy (a.k.a. Vectren Energy) is planning, via Miller Pipeline as the contractor, to install 520' of 4" natural gas pipeline to serve a customer at 2815 N. Walnut St., Bloomington, IN. In order to facilitate this project, CenterPoint Energy is respectfully requesting the temporary closure of the southbound bike lane on the west side of N. Walnut St., as a safety buffer only, from 2815 N. Walnut St. to 2700 N. Walnut St., in accordance with the attached Management of Traffic Plan. CenterPoint Energy is requesting this closure from February 17, 2021 through March 17, 2021 from 7:30 AM to 5:00 PM, Monday through Friday.

CenterPoint Energy & Miller Pipeline will coordinate with the City of Bloomington Utilities, local emergency response services, and transit providers to assure that this restriction and closure information is well communicated. Therefore, CenterPoint Energy respectfully requests that the Board of Public Works approves the bike lane closure referenced above from February 17, 2021 through March 17, 2021.

Respectfully,

A handwritten signature in black ink, appearing to read "E. Hamilton".






Evan J. Hamilton, PMP  
Supervisor, Gas Operations | Bloomington  
812.330.4061 w. | 812.549.1182 c.  
[Evan.Hamilton@Centerpointenergy.com](mailto:Evan.Hamilton@Centerpointenergy.com)



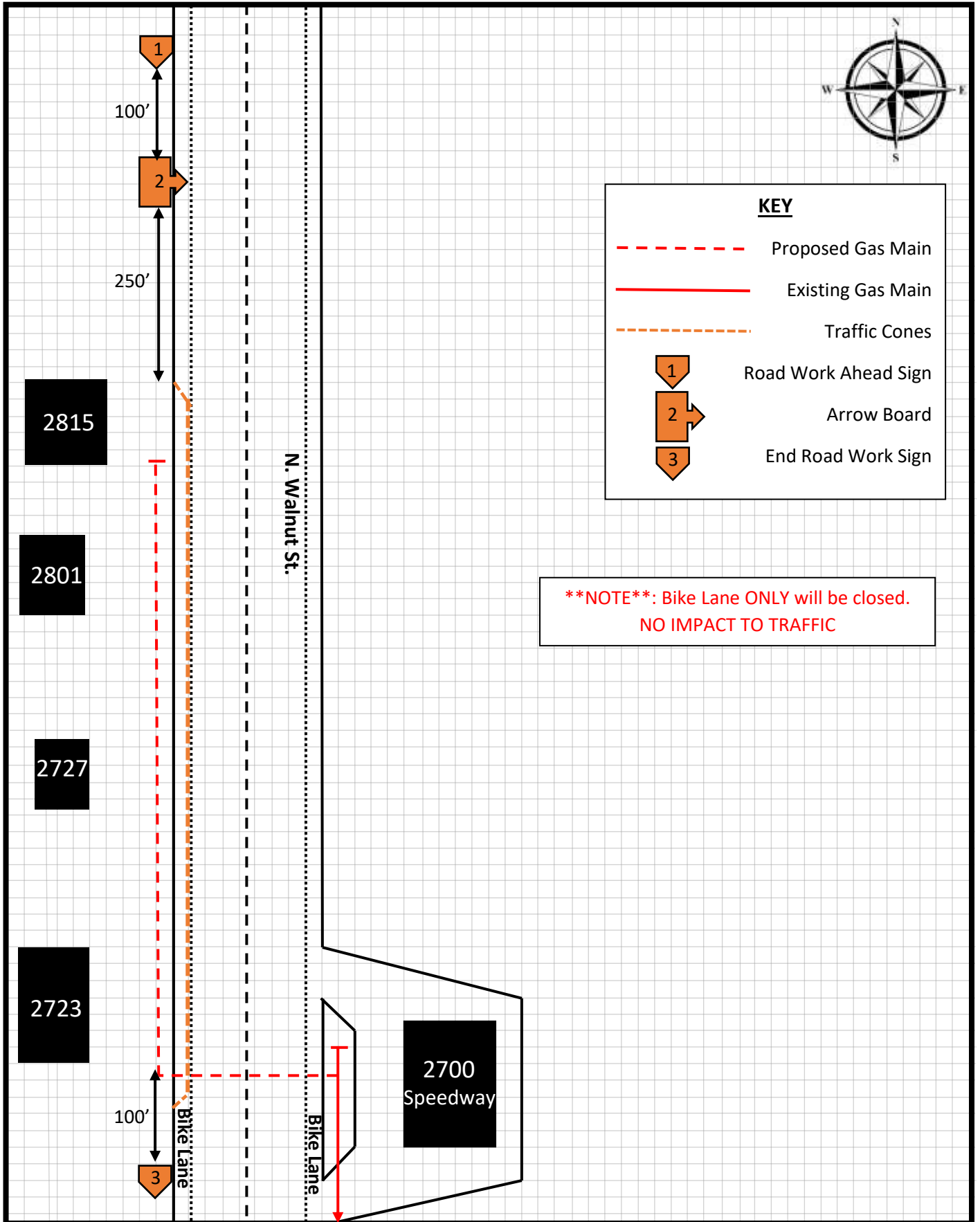




**KEY**

- - - - - Proposed Gas Main
- Existing Gas Main
- - - - - Traffic Cones
-  Road Work Ahead Sign
-  Arrow Board
-  End Road Work Sign

**\*\*NOTE\*\*:** Bike Lane ONLY will be closed.  
**NO IMPACT TO TRAFFIC**





# CITY OF BLOOMINGTON

## RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION     ROW USE

ADDRESS OF ROW ACTIVITY: 2815 N. Walnut St., Bloomington, IN

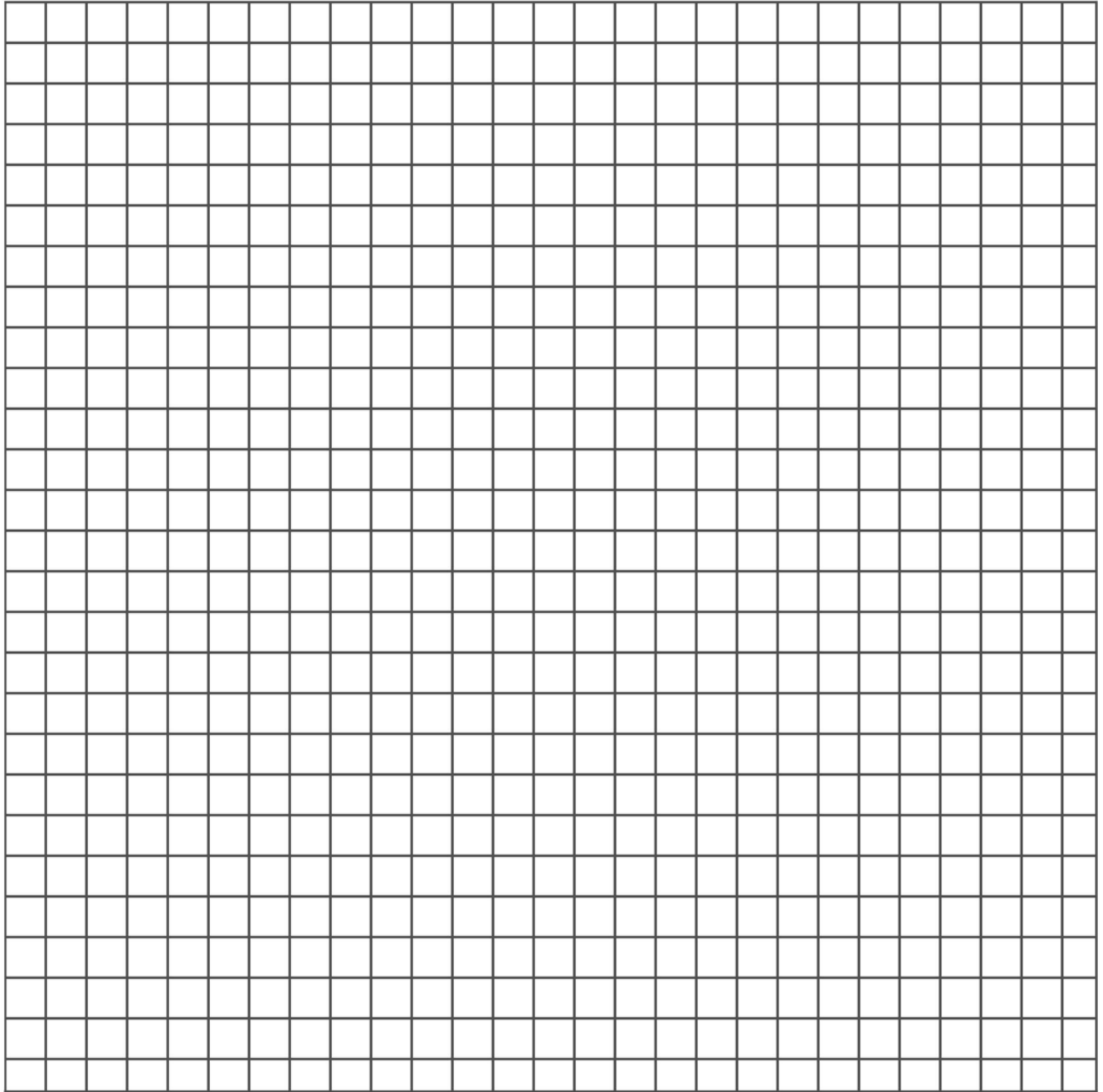
<p><b>A. APPLICANT/AGENT INFORMATION:</b></p> <p>APPLICANT NAME: <u>Evan Hamilton</u></p> <p>E-MAIL: <u>Evan.Hamilton@CenterPointEnergy.com</u></p> <p>COMPANY: <u>CenterPoint Energy (Vectren)</u></p> <p>ADDRESS: <u>205 S. Madison St.</u></p> <p>CITY, STATE, ZIP: <u>Bloomington, IN 47404</u></p> <p>24-HR EMERGENCY CONTACT NAME: <u>Evan Hamilton</u></p> <p>24-HR CONTACT PHONE #: <u>812-549-1182</u></p> <p>INSURANCE #: <u>MWZY314232-20</u>    COMPANY: <u>Old Republic</u></p> <p>BOND#: _____    COMPANY: <u>Travelers Casualty</u></p> <p><small>* INSURANCE &amp; BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small></p> <p style="text-align: center;"><b>**SUBCONTRACTOR INFORMATION**</b></p> <p style="text-align: center;"><b>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</b></p> <p>COMPANY NAME: <u>Miller Pipeline</u></p> <p><b>B. WORK DESCRIPTION:</b></p> <p><input type="checkbox"/> POD/DUMPSTER    <input type="checkbox"/> CRANE    <input type="checkbox"/> SCAFFOLDING    <input checked="" type="checkbox"/> CONSTRUCTION USE*</p> <p>(EXPLAIN): <u>Excavation</u></p> <p><small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small></p> <p><b>C. RIGHT OF WAY TO BE USED/CLOSED:</b></p> <p>STREET NAME 1: <u>N. Walnut St.</u></p> <p>1ST INTERSECTING STREET NAME: <u>N. Fritz Dr.</u></p> <p>2ND INTERSECTING STREET NAME: <u>E. Blue Ridge Dr.</u></p> <p><input type="checkbox"/> ROAD CLOSURE    <input type="checkbox"/> LANE CLOSURE    1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/></p> <p><input type="checkbox"/> SIDEWALK*    <input checked="" type="checkbox"/> BIKE LANE    <input type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N    PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small></p> <p>START DATE: <u>2/17/2021</u>    END DATE: <u>3/17/2021</u>    # OF DAYS*: <u>28</u></p> <p>STREET NAME 2: _____</p> <p>1ST INTERSECTING STREET NAME: _____</p> <p>2ND INTERSECTING STREET NAME: _____</p> <p><input type="checkbox"/> ROAD CLOSURE    <input type="checkbox"/> LANE CLOSURE    1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/></p> <p><input type="checkbox"/> SIDEWALK*    <input type="checkbox"/> BIKE LANE    <input type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N    PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small></p> <p>START DATE: _____    END DATE: _____    # OF DAYS*: _____</p> <p><small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small></p> <p><b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b></p> <p>STANDARD CLOSURE HOURS <input type="checkbox"/>    *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/></p> <p>REQUESTED CLOSURE HOURS: <u>7:30</u> AM - <u>5:00</u> PM</p> <p><small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process</small></p> <p><small>BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small></p>	<p><b>D. TRAFFIC CONTROL DEVICES*:</b></p> <p><input checked="" type="checkbox"/> CONES    <input checked="" type="checkbox"/> ARROWBOARD</p> <p><input type="checkbox"/> LIGHTED BARRELS    <input type="checkbox"/> TYPE 3 BARRICADES</p> <p><input type="checkbox"/> FLAGGERS    <input type="checkbox"/> BPD OFFICER</p> <p><small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED</small></p> <p><small>See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small></p> <p><b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</b></p> <p><small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/">https://bloomington.in.gov/transportation/parking/</a> moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small></p> <p><b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b></p> <p>PROJECT NAME: _____</p> <p>PROJECT #: _____</p> <p>PROJECT MGR.: _____</p> <p>PROJECT MGR. #: _____</p> <p><small>*CBU = CITY OF BLOOMINGTON UTILITIES    *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY    *NP= NOT-FOR-PROFIT AGENCY</small></p> <p><b>G. EXCAVATIONS:</b></p> <p>SQ FT OF PAVEMENT* EXCAVATIONS : <u>N/A</u></p> <p><small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small></p> <p>SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>144 SQ. FT.</u></p> <p><small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small></p> <p>LINEAL FT OF BORE*: <u>500'</u></p> <p><small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small></p> <p># OF POLE INSTALLATIONS/REMOVAL: <u>N/A</u></p> <p>SQ FT OF SIDEWALK RECONSTRUCTION*: <u>N/A</u></p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small></p> <p>SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>N/A</u></p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small></p> <p>#RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="text-align: center;"><b>Indiana 811</b></p> <p style="text-align: center;"><small>Know what's below. Call before you dig.</small></p> </div> <p><small>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</small></p> <p><b>H. INDEMNIFICATION AGREEMENT:</b></p> <p><small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small></p> <p><small>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.</small></p> <p>PRINT NAME: <u>Evan J. Hamilton</u></p> <p>SIGNATURE: </p> <p>DATE: <u>2/11/2021</u></p>
--	--

For Administration Use Only (applicable to CLOSURE approval)

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

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

- A permit **MUST** be obtained for ALL activities located within the right-of-way such as: excavations, use, obstruction, trenching, boring, etc.
- Expect a 5-7 day (business day) turn-around time on standard permit requests. If permit includes use of the right of way for a Road closure, sidewalk/bike/lane closures on an arterial, or any closure over 14 days expect the turn around time to be longer.
- The applicant **MUST be bonded and insured** with the City of Bloomington to obtain permits to excavate within public Right of Way and for right of way use.
- The applicant **MUST** attach a site plan which identifies the following:
  - (1) The specific location of all utilities already located in the right-of-way.
  - (2) The specific location of all signs already located in the right-of-way.
  - (3) The specific location of all structures already located in the right-of-way.
  - (4) The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the specific location of the device or structure being installed as a result of the excavation.
  - (5) The specific location of all proposed utilities.
  - (6) Latitude and Longitude of the project location.
- The applicant must specify the area(s) being restricted (traffic lane, shoulder, sidewalk, bike lane or parking lane). Please indicate if restricting access to: Metered parking or Bloomington Transit Bus Stops.
- To apply for a **TOTAL ROAD CLOSURE**, the applicant must submit an MUTCD compliant maintenance of traffic plan that includes Detour route signs. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. The applicant must notify all adjacent affected businesses, churches, schools, and residences of the closure and provide step-by-step directions of traffic detour. Closures are subject to ROW Inspector, Department Director(s), and Board of Public Works approval, so approval times could vary. Closures over 3 days require Board of Public Works approval.
- To apply for a **SIDEWALK, BIKE LANE OR LANE CLOSURE**, the applicant must submit an MUTCD compliant maintenance of traffic SITE PLAN that includes TYPES and LOCATIONS of all traffic control devices/signs. When a walkaround is required the site plan must include dimensions and location of barricades for the walkaround. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. Closures over 14 days require Board of Public Works approval.
- The applicant must identify the exact date or date range for which the work will actually take place. A permit is not officially issued until the inspector listed on the permit is contacted regarding the exact date a sidewalk, lane, bike lane will be closed. If an exact date can't be given at the time the permit is applied for, you must contact our office **72 hrs BEFORE** a closure begins so we are able to update our police, emergency, and transit personnel on our publicly viewed inRoads page. Failure to communicate dates of a closure are subject to penalty in Bloomington Municipal Code. Permits will be considered expired one year after being issued if work has not begun (a new application will need to be submitted if permittee still intends to begin work).
- The applicant must keep crosswalks, ramps and sidewalks unobstructed to ensure they are passable by all types of pedestrians including, visually or hearing impaired or wheelchair bound pedestrians. This also applies to walkarounds.
- An exact legal address of the parcel nearest to the location where the work is taking place is required on each application.
- **ALL EXCAVATIONS** must be inspected. Contact the inspector by phone number listed on each permit. The general contact number is (812) 349-3423.
- Please contact the Utility Coordinator at the City of Bloomington Utilities Department if placing a new or working on an existing sanitary sewer lateral or water line/meter placement. (812)349-3930
- Any brick or inlaid limestone sidewalks or brick-surfaced streets shall remain undisturbed, unless specific permission is given by a representative of the Planning and Transportation Department. If they are disturbed: The surface material shall be taken up, saved, and re-installed to City of Bloomington specifications. Backfill methods and materials must also meet these specifications. These are subject to historic preservation approvals.
- **This application and Additional use of right of way resources listed under 'Public Right of Way Permits and Resources' can be found:** <https://bloomington.in.gov/engineering/resources>
- **A copy of the Regulations for Use of the Right of Way (ORD 20-21) can be found:** <https://bloomington.in.gov/municipal-code>



NOTES/ADDITIONAL INFORMATION/LEGEND:

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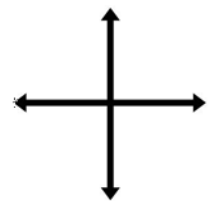
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Additional Temporary Traffic Control Resource(s):

MUTCD [https://mutcd.fhwa.dot.gov/htm/2009/part6/part6\\_toc.htm](https://mutcd.fhwa.dot.gov/htm/2009/part6/part6_toc.htm)



## Board of Public Works Staff Report

**Project/Event:** BCT Partnership Agreement 2021  
**Petitioner/Representative:** Economic and Sustainable Development  
**Staff Representative:** [Alex Crowley](#)  
**Meeting Date:** February 16th, 2021

Staff Report: Requesting Board of Public Works approval of the 2021 partnership agreement.

The Buskirk-Chumley Theater is owned by the City of Bloomington and has been successfully administered and maintained through a cooperative partnership agreement between the City of Bloomington Parks and Recreation department, Board of Public Works, RDC and Buskirk-Chumley Theater Management, Inc. (BCTM) since 2001.

In 2021, the City Council budget provides for \$55,000 in operational fund support to BCTM. The Public Works department and Board of Public Works will administer those funds.

The Parks Department shall provide up to \$15,000 for eligible maintenance projects. The Parks Operations Division Director will work with BCT Director on the distribution of these funds.

In addition, the Redevelopment Commission shall provide up to \$74,000 from the Consolidated TIF (Tax Increment Financing) for eligible and permitted public improvements at the theater. The Redevelopment Commission votes to approve and administers these funds.

The 2021 partnership agreement will be heard at the February 16th Redevelopment Commission meeting and the February 26th Park Board meeting.

**Recommend**  **Approval**  **Denial** by [Alex Crowley](#)



## **PARTNERSHIP AGREEMENT**

This Agreement, made and entered into this \_\_\_\_ day of February, 2021, by and between the **City of Bloomington, Indiana** (“City”) by its Mayor, Board of Park Commissioners (“Parks Board”), and **Redevelopment Commission** (“Commission”) and **BCT Management, Inc.**, an Indiana non-profit corporation (“BCTM”).

### **WITNESSETH:**

**WHEREAS**, the Buskirk-Chumley Theater (“BCT”) is a performing arts facility in downtown Bloomington, Monroe County, Indiana, that is owned by the Parks Board; and

**WHEREAS**, BCTM has managed the BCT since 2001 pursuant to an agreement with the City, and the City wishes to enter into this Partnership Agreement (“Agreement”) with BCTM to manage and operate the BCT; and

**WHEREAS**, BCTM is an Indiana non-profit corporation which has the capacity and commitment to manage the BCT as an accessible and affordable community resource; and

**WHEREAS**, the previous Management Agreement between the City and BCTM was set to expire on December 31, 2020; and

**WHEREAS**, the City has determined that it is in the public interest to enter into a new Agreement with BCTM for the management of the BCT for the period of January 1, 2021 through December 31, 2021, with the intent to continue the parties’ successful relationship into the future; and

**WHEREAS**, the City may from time to time develop partnerships with non-City organizations in order to promote such entertainment services; and

**WHEREAS**, it is in the public interest that such partnership continue;

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions in this Agreement, the City and BCTM agree as follows:

## **1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to outline a program partnership, which will provide entertainment to the public at the BCT.

## **2. DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from January 1, 2021, to December 31, 2021, unless early termination occurs as described in paragraph 6(j), below.

## **3. FUNDING**

The City shall, for the term of this Agreement, provide Fifty Five Thousand Dollars (\$55,000.00) to support the operations and programming at the BCT (“Operations Funding”). The Operations Funding shall be paid in four (4) quarterly payments of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00). These funds shall not be used for capital needs of the BCTM.

The City through its Parks and Recreation Department shall, for the term of this Agreement, provide up to Fifteen Thousand Dollars (\$15,000.00) for emergency repairs at the BCT, unless the Parties otherwise agree in writing to additional repairs and funding.

The Redevelopment Commission shall, for the term of this Agreement, provide up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF (“Tax Increment Funding”). The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City’s procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City—through the Director of Parks and Recreation or her designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding under this Agreement. If Tax Increment Funding is not expended earlier, BCTM shall submit to the City no later than November 1, 2021, a list of 2021 projects to be considered for potential 2021 Tax Increment Funding. The City and BCTM shall cooperate on selecting priorities for the Tax Increment Funding.

## **4. BCTM**

The goal of BCTM is to provide a world-class entertainment schedule at the BCT for the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. Except as provided in this Agreement, BCTM shall have the exclusive authority to operate and manage the BCT under this Agreement. BCTM agrees to:

### **a. Programming:**

- i. BCTM shall manage the BCT in a professional manner and utilize its best efforts to preserve and expand the BCT’s role as a high quality, accessible community resource, and to schedule and promote a diverse program of local, regional, and national artists and events, so as to serve a broad segment of the community and a wide variety of interests and audiences. BCTM shall maintain and administer

booking procedures and rental rates that give performers, renters, and other users a fair and reasonable opportunity to use the facility.

- ii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement. BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.

**b. Management Obligation:** BCTM shall manage the BCT as follows:

- i. BCTM agrees to maintain its principal and only corporate office with regular office hours on the BCT premises.
- ii. As an independent contractor, and at its sole cost and expense, BCTM shall employ an Executive Director, and such other personnel as necessary in its sole opinion to the operation of the BCT in conformance with the terms of this Agreement. BCTM and its personnel, agents, volunteers, contractors or subcontractors shall in no event be construed to be, or represent themselves to be employees of the City.
- iii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement.
- iv. BCTM shall be solely liable and responsible for any and all operating expenses incurred and contracts and agreements entered into in the course of its operation and management of the BCT, provided, however, that BCTM does not assume, and shall not be liable for, any financial obligations of the City regarding the BCT. However, expenses such as property taxes charged directly to the City that stem from BCTM's operation, contracts and agreements with third parties must be reimbursed by BCTM to the City. The BCT shall also take responsibility for all expenses related to the Alcoholic Beverages permit the City obtained for BCTM.
- v. BCTM shall operate the BCT as a venue for presentation of BCT programming, and BCTM may, at its sole discretion, produce and promote its own events at the BCT. BCTM shall have the authority to make all scheduling decisions for the BCT, and at its sole discretion, set rental rates for the BCT. BCTM shall keep the City informed regarding its rental rates for the BCT, and shall advise the City of



any proposed change to the rates at least ten (10) business days prior to the effective date of the change.

- vi. The City's logo and/or such other acknowledgement of the City's support that the City deems appropriate, in its sole discretion, shall be displayed in the BCT and on the BCTM website. An announcement of the City's support of the BCT shall be made prior to "BCT presents" performances.
- vii. BCTM shall be solely responsible for obtaining and maintaining any licenses or permits required by any governmental entity in connection with the operation of the BCT, except as expressly provided in this Agreement. BCTM shall not enter into any contracts or agreements that authorize or allow for violation of any City ordinance.

**c. Sale of Alcoholic Beverages:**

- i. The City, as owner of the BCT, has obtained on BCTM's behalf an Alcoholic Beverages permit for the premises and shall retain rights to this permit because it has applied for an alcoholic beverage permit (liquor, beer and wine retailer for a Civic Center, license type 219) on behalf of the BCTM pursuant to Indiana Code § 7.1-3-1-25. This permit, granted in 2011 and renewable on an annual basis, is not part of the regular Alcoholic Beverage permits that are granted following a quota system, and can only be obtained when the City applies for it. If granted, such a permit is particular to the circumstances of the location in that the building must be owned by the City, and that it must be open for specific purposes.
- ii. BCTM agrees to be in compliance with all laws, federal, state and local, that apply to this alcoholic beverages permit, which is only to be used at the current BCT Premises. It agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to this permit, including, without limitation, any penalties for violations of the permit or its requirements.
- iii. BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance in compliance with Section 6(h) of this Agreement, and carry the financial cost for application and renewals, or any other expense related to the permit.
- iv. BCTM agrees that, in the event of termination of this Agreement for any reason, or if BCTM determines it cannot or will not start or continue to perform its rights and obligations under the alcoholic beverages permit, BCTM will, at the option of the City exercised in writing, either surrender BCTM's Alcoholic Beverages permit for the BCT's location, or take all necessary or desirable lawful steps requested by the City to transfer the alcoholic beverages permit for the BCT to another prospective permittee to be designated by the City, and approved of by the Indiana Alcohol and Tobacco Commission. Such steps may include, but are not limited to, having BCTM officers and/or directors execute lawful documents at the request of the City. In the event of such surrender or transfer upon termination of this Agreement BCTM will not be entitled to any monetary payment or other compensation for complying with this Agreement.

**d. BCTM's Responsibility for Maintenance, Repair and Utilities**

- i. BCTM shall keep the BCT premises, including the auditorium, entrances, eastern portion of the storefront retail space, offices, restrooms, and adjacent sidewalks in a clean, safe, and operable condition and in compliance with all applicable statutes and ordinances, except for those items that are the responsibility of the City as detailed in Exhibit A, Section 2.
- ii. In the event that BCTM enters into a lease of the western portion of the storefront retail space as described in paragraph 6.a.iii., below, the lease shall require the tenant to maintain the premises in a clean and safe condition and in compliance with all applicable statutes and ordinances. In the event that BCTM does not enter into a lease of the western portion of the storefront retail space, BCTM shall maintain the western portion of the storefront retail space, as required by paragraph 4.d.i., above.
- iii. BCTM shall be responsible for the repair of any damage other than ordinary course wear and tear done to the BCT premises by BCTM or BCTM's employees, invitees, or any other occupant or other person whom BCTM permits to be in or about the BCT premises.
- iv. BCTM shall be responsible for maintenance and repair of the interior of the building, as detailed in Exhibit A, Section 1; provided, however, that BCTM shall not be responsible for replacement of those items that are the responsibility of the City pursuant to Exhibit A, Section 2.
- v. BCTM shall be responsible for the ordinary course repair and maintenance of BCT equipment and furnishings listed in Exhibit B; provided, however, that BCTM shall not be responsible for replacement of those items that are the responsibility of the City pursuant to Exhibit A, Section 2.
- vi. BCTM shall maintain all premises, equipment and furnishings in such condition, order, and repair as the same were in at the commencement of this Agreement or may be installed during the term of this Agreement, reasonable wear and tear excepted, other than as provided in Exhibit A. In the event BCTM fails to undertake any repair or maintenance under their responsibility after thirty (30) days' notice in writing from the City, the City may undertake the repair or maintenance, and BCTM shall be obligated to pay within thirty (30) days after invoice the full amount of any such expense paid by the City. The City agrees to reimburse BCTM for unexpected emergency repairs; however, BCTM will make all reasonable efforts to contact City and obtain City approval before commencing the repairs.
- vii. BCTM requests to use Tax Increment Funding shall be compliant, with applicable state law, including Indiana Code 5-22-8 *et seq.* With respect to requests to use Tax Increment Funding, BCTM shall make diligent efforts to follow the City's procurement methods, as set by the City Controller, including—where applicable—obtaining three (3) quotes. Requests for Tax Increment Funding shall

include: (1) the names of the persons or companies that provided quotes, (2) the amounts of the quotes, (3) BCTM's preference of quote, and (4) an explanation for BCTM's preference of quote.

- viii. BCTM shall not cause or permit any alterations, additions, or changes of or upon any part of the BCT premises without first obtaining written consent of the City. If any alterations, additions, or changes to the BCT premises are made by BCTM and met with the City's consent under this sub-paragraph, they shall be made at BCTM's expense and in a good and workmanlike manner, in accordance with all applicable laws, and shall become the property of the City as owner of the BCT.
- ix. The City shall provide BCTM with a list of acceptable vendors with which BCTM might contact for emergency and/or after-hours repair. BCTM shall immediately communicate with the Director of Parks and Recreation on the day following the occurrence of emergency repair describing the nature of, and the manner in which BCTM handled, the repair.
- x. BCTM shall pay all bills and charges for water, sanitary and storm sewer, electricity, gas, and other utilities that may be assessed or charged against any occupant of the BCT Premises during the term of this Agreement.
- xi. BCTM shall not permit any lawful mechanic's or other liens to accrue against the BCT Premises by reason of labor, services or materials claimed to have been performed or furnished to or for BCTM. BCTM shall cause any lien filed against the BCT Premises as a result of the action or inaction of BCTM to be discharged and released within ninety (90) days of the date of filing. In the event the lien is not discharged and released within that time period and BCTM continues to desire to contest the lien, BCTM shall post a surety bond or letter of credit in an amount reasonably anticipated to be necessary to satisfy the lien.

**e. Organizational Information:** BCTM shall share financial information with the City.

- i. Once per calendar year, BCTM shall provide financial reports which have been reviewed or audited by a Certified Professional Accountant, as defined by the Financial Standards Accounting Board (FASB). Included with these financial reports shall be the total, end-of-year balances in any and all BCTM financial accounts. Said reports shall be delivered to the City not later than April 15, 2022.
- ii. BCTM shall provide an annual written report of BCT fundraising and operations to the City, which shall be delivered to the City no later than April 15, 2022. The annual report shall be comprehensive and shall address all relevant topics, including, but not limited to, a listing of all programs and events held in the BCT during 2021, income and expenses related to the BCT property for 2021, updates on the preventative maintenance BCTM undertook in 2021, progress reports on fundraising, including the amount of funds received through fundraising, the number of donors of funds, and the steps taken to generate funds.
- iii. BCTM shall provide a copy of its timely filed IRS Form 990, Return of Organization Exempt from Income Tax Form. The Form 990 shall be provided

to the City within thirty (30) days of when it is filed with the Internal Revenue Service.

- iv. BCTM will remain compliant with all returns and payments associated with all applicable taxes—including payroll taxes. BCTM will provide the City with a copy of all returns filed with and payments made to all taxing entities within thirty (30) days of filing and payment.
- v. BCTM shall provide a copy of all filings with the Indiana Secretary of State's Office. These filings shall be provided to the City within thirty (30) days of when they are filed with the Indiana Secretary of State's Office.
- vi. The City shall set a meeting after April 15, 2021, and prior to May 30, 2021, for BCTM to present the 2020 annual report to the Director of the City's Economic and Sustainable Development Department and to respond to questions. BCTM shall designate at least one voting member of its Board and one staff member to present the report during the City's meeting.
- vii. During the year and in addition to the annual report, BCTM representatives shall provide to the City such information as may be requested by the City concerning BCT operations and events.
- viii. The City may, upon one (1) week's notice, inspect the BCT's books and records maintained by BCTM.
- ix. The City shall have one (1) non-voting representative on the BCTM Board of Directors. The Mayor shall designate this representative, who shall be subject to removal by the Mayor at anytime for any reason.
- x. BCTM shall provide BCT participation data to the City on a quarterly basis to the City no more than fifteen days after the end of each quarter. This data will be used in the Bloomington Parks and Recreation annual report.
- xi. The 2022 BCTM goals will be submitted to the City by July 1, 2021, following the City's format for annual goals.
- xii. The City shall set a partnership evaluation meeting after October 19, 2021, and prior to November 20, 2021, to evaluate the 2021 partnership and prepare the 2022 partnership agreement for City approvals in December 2021.

**f. Inventory List and Disposal of Surplus Property:**

- i. BCTM shall provide an updated inventory of all equipment and furnishings to the City on or before December 31, 2021. The inventory shall include the funding source or sources for all equipment and furnishings purchased. At the end of this Agreement, prior to renewal, the City shall, at its own discretion, be permitted to conduct an inventory of City owned assets to ensure their presence on-site. BCTM shall be held accountable for any missing City owned assets that BCTM had not previously reported to the City as the subject of theft or third-party

damage or that was not subject to replacement by the City pursuant to Exhibit A, Section 2.

- ii. Any non-fixed BCT assets acquired by BCTM through purchase of its own funds or received via in-kind contribution will be the property of BCTM.
- iii. BCTM shall inform the City when it desires to dispose of surplus City property (“Surplus Property”) in writing, and the City shall, at its earliest convenience, comply with disposal of Surplus property policies as provided by statute and the City’s Financial Policies Manual (including the Controller and Corporation Counsel’s review of the request, and the submission of the request to the appropriate board). Revenue generated by the sale of Surplus Property will be credited to the department from which such personal property is sold, pursuant to Bloomington Municipal Code 2.52.020.

## 5. CITY OF BLOOMINGTON

The goal of the City is to provide entertainment and cultural opportunities to the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. City agrees to provide:

### a. Programming and Premises:

- i. The City’s one (1) non-voting representative will serve on the BCTM Board of Directors.
- ii. The City, as owner of the BCT, shall retain decision-making authority regarding signage to be affixed to the BCT premises. The City shall also retain the right to display and distribute promotional materials regarding City programs in the lobby of the BCT in such a way that does not interfere with BCTM’s use of the BCT and ability to manage and promote events at the BCT.
- iii. Any matters related to the BCT Premises that are not specifically addressed in this Agreement shall be decided by the City pursuant to its authority as owner of the BCT.
- iv. Ownership of the equipment and furnishings inside the building necessary to its functionality as a Theater is as detailed in Exhibit B.
- v. The City will consult with BCTM during the term of this Agreement regarding replacements, upgrades and major repairs to equipment and furnishings; however, all decisions regarding the same shall be made in the City’s discretion.
- vi. The City shall be responsible for maintenance and repair of the building and the marquee as detailed in Exhibit A, Section 2 of this Agreement.
- vii. The City shall be responsible for addressing BCTM requests to the City for Tax Increment Funding, as detailed in paragraph 5.b.ii of this Agreement, in a timely manner.

- viii. The City reserves the right to make any structural, roof and major mechanical repairs it deems necessary beyond otherwise required repair and maintenance of the Premises, and agrees to make all reasonable efforts to work with BCTM in planning and scheduling such repairs as to minimize or avoid interruption of use of the BCT.
- ix. The City or its agent shall have the right to enter upon the BCT Premises to inspect the same during the BCT's business hours, or at any other reasonable time as the parties shall agree.
- x. The City shall have the right to use the BCT, with no rental fee, for up to five (5) days each calendar year, which dates will be coordinated with BCTM in advance. A day of use is defined as the time between 8:00 a.m. and 12:00 a.m. (midnight) on the day of the rental. Additional hours may be added to a day of use with BCTM approval.

**b. Payments:**

- i. The City and the Redevelopment Commission shall provide funding as detailed in Section 3.

**6. TERMS MUTUALLY AGREED TO BY ALL PARTNERS TO THIS AGREEMENT**

**a. ASSIGNMENT AND LEASING:**

- i. BCTM may not assign this Agreement or its obligations under this Agreement.
- ii. Upon the termination of this Agreement, whether such termination shall occur by expiration of the term or in any other manner whatsoever, BCTM agrees to surrender immediate possession of the BCT Premises in the same condition of cleanliness, repair, and sightliness as of the first day of possession under its first Management Agreement, and agrees to clean the BCT Premises thoroughly or, if BCTM should fail to clean the premises thoroughly, to pay the City for the cleaning necessary to restore the premises to such condition, loss by fire or by the elements and reasonable wear and tear excepted. If BCTM shall remain in possession of all or any part of the BCT Premises after expiration of the term of this Agreement, with the consent of the City, then this Agreement shall continue in effect from month-to-month until terminated in writing by either party.
- iii. BCTM shall have the right to lease or subcontract for management of the western portion of the storefront retail space on Kirkwood Avenue, as provided in this Agreement. Such lease or subcontract shall be subject to the prior consent of the City, but such consent shall not be unreasonably withheld. BCTM acknowledges that a lease of the western portions of the storefront retail space is subject to statutory requirements regarding leasing of municipally-owned property, and includes a duty to get reimbursed for any property taxes associated with such a lease or subcontract, and the terms of and method of procuring any such lease or subcontract must be approved by the Mayor or his designee. Any and all revenues

received by BCTM from the management or rental of the western portion of the storefront retail space shall be applied to offset associated costs of management and maintenance of the BCT.

If BCTM and the City's contractual relationship is terminated for any reason during the term of the storefront retail lease or subcontract, the City will honor the remaining term of the storefront retail lease or subcontract. A copy of the storefront retail lease or subcontract shall be provided to the City.

- iv. The City expressly retains the right to lease or contract separately for management of the eastern portion of the retail space along Kirkwood Avenue in the event that BCTM ceases using the space as a box office.

**b. INDEMNIFICATION AND RELEASE**

- i. BCTM shall indemnify, defend, and hold the City harmless from any contractual claim, demand, action, liability, or responsibility arising directly or indirectly from its management, operation, occupancy, use, or possession of the BCT under this Agreement. BCTM shall indemnify, defend and hold the City harmless from and against any claim, demand, liability, proceeding, damages, loss, and costs, including attorney's fees, arising from personal injury, death, or property damage connected, directly or indirectly, with this Agreement or BCTM's occupancy, control, or use of the BCT Premises and personal property, including without limitation, any liability that the City might have to any person, including BCTM and any lessee, and/or its employees and invitees, in or about the BCT Premises with the consent, license, or invitation, express or implied, of BCTM or any lessee. BCTM agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to its Alcoholic Beverages permit, including, without limitation, any penalties for violations of the permit or its requirements.
- ii. If the City shall, without fault, become a party to litigation commenced by or against BCTM, then BCTM shall indemnify and hold the City harmless from such litigation. The indemnification provided in this paragraph shall include the City's attorney's fees and costs in connection with any such claim, action, or proceedings. BCTM does hereby release the City from all liability for any accident, damage, or injury caused to person or property on or about the BCT Premises. The City shall remain liable for its own gross negligence and the gross negligence of its agents and employees, and in such case, the indemnification, hold harmless, and release provisions provided herein shall not apply.

- c. **Risk of Loss:** In the event that the BCT Premises sustains damage of any nature, any and all property insurance proceeds arising from the loss shall be applied to restore the BCT Premises. In the event that the BCT Premises are destroyed and cannot be restored within one hundred eighty (180) days, then this Agreement may be terminated by either party without further obligation. All property of BCTM, its agents and employees, kept, stored or maintained within the BCT Premises shall be at BCTM's exclusive risk.

- d. **E-VERIFY:** Pursuant to Indiana Code § 22-5-1.7-11(a) BCTM shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BCTM is not required to continue this verification if the E-Verify program no longer exists. BCTM shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit C.
- e. **Nuisance:** BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.
- f. **Firearms Policy:** Pursuant to Indiana Code § 35-47-11.1-4(10), BCTM may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. BCTM has developed such a policy for its activities, which is incorporated into this Agreement as Exhibit D.
- g. **Non-Waiver:** Failure on the part of either the City or BCTM to exercise any right or remedy under this Agreement shall not constitute a waiver thereof as to any default or future default or breach by the other party. No waiver of any default shall be effective unless in writing.
- h. **Insurance:** BCTM shall, at its own expense during the term of this Agreement, maintain in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, General Liability Insurance, in an amount and with an insurance company approved by City, against claims of bodily injury, death, or damage to the property of third parties occurring in or about the BCT premises. The minimum limits of liability of such General Liability Insurance shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage/fire legal liability. BCTM shall, at its own expense during the term of this Agreement, maintain and keep in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, Fire and Extended Casualty Insurance coverage upon those contents, furnishings, and personal property owned or maintained by BCTM, as indicated in this Agreement or otherwise. BCTM shall provide the City with an All Risk/Special Form regarding such contents, furnishings and personal property. BCTM shall maintain Workers Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. BCTM shall provide to the City certificates of insurance evidencing the insurance required pursuant to this paragraph. All policies of insurance on which the City is named as additional insured shall require that the City be provided a minimum of thirty (30) days' notice in writing of any intended cancellation.

In addition, BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance with an insurance agency approved by the City. BCTM's liquor liability insurance shall name the City as an additional insured. BCTM shall maintain liquor liability



insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Additionally, BCTM's liquor liability insurance policy shall require that the City be provided at least thirty (30) days' notice in writing of any intended cancellation. BCTM shall provide the City with insurance certificates evidencing the required liquor liability coverage.

- i. **Notice:** Notice regarding any significant concerns and/or breaches of this Agreement shall be given to contacts as follows:

To City:

City of Bloomington Legal Department  
P.O. Box 100  
401 N. Morton Street, Suite 220  
Bloomington, IN 47404

To BCTM:

BCT Management, Inc.  
Buskirk-Chumley Theater  
114 E Kirkwood Ave  
Bloomington, Indiana 47408

All notices under this Agreement shall be in writing and shall be delivered personally or sent by Certified Mail, Return Receipt Requested to the above-described addresses, provided that each party by like notice may designate any further or different address to which subsequent notices may be sent.

- j. **Termination:** Either party may terminate this Agreement upon giving written notice of the intention to do so six (6) months prior to the intended date of termination.

If BCTM and the City's contractual relationship is terminated for any reason during the term of a rental agreement that BCTM has with a third-party for use of the BCT, the City will honor the remaining term of the rental agreement. A copy of any third-party rental agreement shall be provided to the City.

Upon termination, subject to limitation by applicable law or regulation expressly including those governing non-profit entities, the City shall have the first right of refusal to purchase any BCTM-owned non-fixed assets for the depreciated net value or a price mutually agreed upon by the Parties. Also upon termination, the BCTM shall immediately surrender and convey to the City any remaining cash balances that were accrued by the BCTM as the result of operations and fundraising of the BCT, which shall be used by the City for reinvestment in the BCT, or to procure a new management company to operate the BCT.

- k. **Default:**

- i. **By City:** If the City should fail to perform any of the covenants, agreements, or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to the City by BCTM by Certified Mail Return Receipt Requested setting forth the nature of such default, this Agreement may be terminated by BCTM before expiration of its term. The parties agree to meet within five (5) days after a written notice of default has been given by BCTM and to endeavor to resolve any dispute concerning the alleged default by direct negotiations.
  
  - ii. **By BCTM:** If BCTM should fail to perform any of the covenants, agreements or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to BCTM by the City by Certified Mail, Return Receipt Requested setting forth the nature of such default; or if BCTM shall make an assignment for the benefit of creditors; or if the interest of BCTM hereunder shall be sold under execution or other legal process; or if BCTM shall be placed in the hands of a receiver; then, in any of such events, it shall be lawful for the City, without notice or process of law, to enter upon and take possession of the BCT Premises, and thereupon this Agreement and everything herein contained on the part of the City to be done and performed shall cease, terminate, and be utterly void, all at the option of the City; without prejudice, however, to the right of the City to recover from BCTM, and without such action being deemed a surrender of this Agreement or a termination of BCTM's liabilities, undertakings, and responsibilities under this Agreement. BCTM shall not be considered in default under this Agreement if it is temporarily unable to maintain operations or otherwise provide programming as a result of circumstances beyond its control making performance inadvisable, commercially impracticable, illegal, or impossible, expressly including as a result of a public health crisis, war or insurrection, or natural disaster.
- l. **Successors:** The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
  
  - m. **Severability:** If any part of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of this agreement shall remain in full force and effect
  
  - n. **Choice of Law and Venue:** This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. The venue for any legal proceeding instituted under this Agreement shall be Monroe County, Indiana.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

**CITY OF BLOOMINGTON, INDIANA**

**BCT MANAGEMENT, INC.**

By: \_\_\_\_\_  
Alex Crowley, Director  
Economic & Sustainable Development

By: \_\_\_\_\_  
Sarah Laughlin, President

By: \_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

**REDEVELOPMENT COMMISSION**

**BOARD OF PARK COMMISSIONERS**

By: \_\_\_\_\_  
Donald Griffin, President

By: \_\_\_\_\_  
Kathleen Mills, President

**BOARD OF PUBLIC WORKS**

By: \_\_\_\_\_  
Dana Palazzo, President

## **EXHIBIT A**

1. BCT Management, Inc. (BCTM) shall be responsible for:
  - Repair and maintenance building interior, including but not limited to, e.g., walls, floors, floor coverings, ceilings, plumbing fixtures, flush valves, toilet paper dispensers, paper towel dispensers, soap dispensers, water fountains, lighting fixtures, railings, interior doors, interior door glass, locks, keys, and hardware
  - Repair and maintenance of all stage equipment and soft goods
  - Repair and maintenance of theater seats, free-standing chairs, tables, desks, counters, and other furniture
  - Repair and maintenance of the Theater's mechanical systems– electrical, plumbing, and HVAC (including annual service contract for HVAC system)
  - Repair and maintenance of the Theater's fire alarm and sprinkler system, (including annual service contract for the alarm system) and fire extinguishers
  - Repair, maintenance, replacement and purchase of BCTM – owned office equipment and furniture necessary for BCTM business operation, not directly related to BCT's operation as a Theater, and not intended for City ownership
  - Repair and maintenance of the western portion of the storefront retail space, including the mechanical systems (electrical, plumbing, and HVAC) associated with that space.
  - An annual report on such repair and maintenance as well as preventative maintenance
  
2. The City of Bloomington shall be responsible for:
  - Repairs and maintenance of the Theater's exterior structure, including doors, door locks, windows and window locks (where applicable)
  - Repairs and maintenance of the Marquee
  - Replacement of mechanical systems (electrical, plumbing, and HVAC)
  - Replacement of fire alarm and sprinkler systems
  - Replacement of existing City property within BCT – floors, floor covering, fixed seats, free-standing seats, sound system, lighting system, microphones, box office equipment, soft goods, rigging, stage extension, piano, and any other items listed on the property and equipment inventory

**EXHIBIT B**

[BCT Equipment and Facility Item List as of February 1, 2020.](#)

[Printed PDF File to be Included with Final Contract]



## **EXHIBIT D**

### **BCTM Firearms Policy**

BCTM does not standardly restrict firearms and other weapons from the Buskirk-Chumley Theater. However, any presenter partner and/or a performing artist may request that firearms and other weapons be prohibited from the venue, provided the presenter partner and/or performing artist is willing to compensate BCTM for the cost of hiring security to enforce the prohibition.



## Board of Public Works Staff Report

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**Project/Event:** Approve Conveyance of Fourth Street Garage to Redevelopment Commission

**Petitioner/Representative:** Redevelopment Commission

**Staff Representative:** Larry Allen

**Date:** February 16, 2021

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**Report:** As part of the construction of the new Fourth Street Parking Garage, the Bloomington Redevelopment Commission was authorized to issue bonds. For the duration of the construction and the term of the issued bonds, it is necessary for the Bloomington Redevelopment Commission to obtain ownership of the Fourth Street Parking Garage site and its improvements. This resolution affirms and approves conveyance of the site and improvements to the Redevelopment Commission through a Quitclaim Deed, which is attached to the Resolution.

---

**Recommendation and Supporting Justification:** Staff recommends that the BPW approve the Conveyance of the Fourth Street Parking Garage site and improvements to the Bloomington Redevelopment Commission through a quitclaim deed executed by the BPW.

**Recommend**  **Approval**  **Denial by** Larry D. Allen



**21-11  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

**ACCEPTING CONVEYANCE OF OWNERSHIP OF  
4TH STREET PARKING GARAGE**

WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC) approved in Resolution 18-67 a Project Review and Approval Form (“Form”), which sought the support of the RDC regarding the construction of a new 4<sup>th</sup> Street Garage (“Project”); and

WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”), and the City of Bloomington Common Council voted to authorize the Bonds in Council Resolution 19-06; and

WHEREAS, as part of the Project and the Bonds, it is necessary for the City of Bloomington Board of Public Works to convey ownership of the 4th Street Garage site and improvements to the RDC; and

WHEREAS, the RDC is funding the Project and has the ability to oversee and manage the 4th Street Parking Garage site, so it is appropriate that the RDC be the owner of the 4th Street Garage site and improvements;

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The attached Quitclaim Deed conveying the 4th Street Parking Garage site and improvements to the RDC is hereby approved.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Donald Griffin, President

ATTEST:

\_\_\_\_\_  
Cindy Kinnarney, Secretary

\_\_\_\_\_  
Date

**QUITCLAIM DEED**

The CITY OF BLOOMINGTON, INDIANA, an Indiana municipal corporation by and through its BOARD OF PUBLIC WORKS ("Grantor"), whose principal office is at Bloomington, Indiana, QUITCLAIMS to the CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION ("Grantee"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is acknowledged, the following described real estate in Monroe County, State of Indiana:

The parking garage site at 4<sup>th</sup> and Walnut Streets, more particularly described as:

Lot Numbers 34, 35, 36 and the North half of Lot Number 33, all in the Original Plat of the City of Bloomington, Monroe County, Indiana. ALSO the vacated alley between Lots 34 and 35 described as follows: Six feet by parallel lines adjacent to the South of Lot Number 35 and six feet by parallel lines adjacent to the North of Lot Number 34.

Subject to a utility easement granted to Indiana Bell Telephone Company and to Indiana Gas Company, described as follows: Part of the North half of In Lot Number 33 in the City of Bloomington, Monroe County, Indiana, to-wit: Twelve feet by parallel lines off the South end of the North half of In Lot Number 33 in the City of Bloomington, Indiana. (Deed Record 320 pages 74-7).

Subject to all taxes, easements, rights-of-way and other liens, if any, of record.

There is no Indiana gross income tax due as a result of this conveyance.

The undersigned person executing this deed on behalf of the Grantor represent that she is the duly appointed President of the Board of Public Works; she has been fully empowered by proper resolution of the Bloomington Board of Public Works of the Grantor to execute and deliver this deed; Grantor has full capacity to convey the real estate described in this deed; and all necessary action for making this conveyance has been taken and done.

Grantor has executed this deed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BLOOMINGTON BOARD OF PUBLIC WORKS

By:

\_\_\_\_\_  
Dana Palazzo, President

**STATE OF INDIANA     ) SS:**  
**COUNTY OF MONROE    )**

Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, came Dana Palazzo, President of the Bloomington Board of Public Works, and acknowledged the execution of this instrument.

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

\_\_\_\_\_  
Signature of Notary Public

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

\_\_\_\_\_  
Printed Name of Notary Public

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

WITNESS TO THE ABOVE SIGNATURE

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Witness' Printed Name

**STATE OF INDIANA        ) SS:**  
**COUNTY OF MONROE     )**

Before me, a Notary Public in and for said County and State, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared the above named WITNESS to the foregoing instrument, who, being duly sworn by me, did depose and say that he/she knows Dana Palazzo to be the individual described herein and who executed the foregoing instrument; that said witness was present and saw Dana Palazzo execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

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

\_\_\_\_\_  
Signature of Notary Public

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

\_\_\_\_\_  
Printed Name of Notary Public

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

This Instrument Prepared by Larry D. Allen, Attorney, PO Box 100, Bloomington IN 47402. I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

/s/ Larry D. Allen  
Attorney No. 30505-53

The mailing address to which statements should be mailed under Ind. Code § 6-1.1-22-8.1 is City of Bloomington Redevelopment Commission, Office of Controller, 401 N. Morton Street, Bloomington, IN 47404.

**BOARD OF PUBLIC WORKS  
RESOLUTION 2021-02**

**RESOLUTION APPROVING CONVEYANCE OF FOURTH STREET GARAGE  
FROM THE CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS TO THE  
BLOOMINGTON REDEVELOPMENT COMMISSION**

WHEREAS, the City of Bloomington by and through its Board of Public Works owns the Fourth Street Parking Garage site and improvements; and

WHEREAS, the City of Bloomington Redevelopment Commission has issued bonds for the construction of a new Fourth Street Parking Garage (“Project”); and

WHEREAS, the City’s Redevelopment Commission has the ability to oversee and manage the Project and the Fourth Street Parking Garage site and improvements, so it is appropriate that the Redevelopment Commission be the owner and assume responsibility for any maintenance and oversight of the Fourth Street Parking Garage site and improvements; and

WHEREAS, a quitclaim deed is attached to this Resolution that would convey the Fourth Street Parking Garage site and improvements to the Redevelopment Commission;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS THAT:

The Board of Public Works of the City of Bloomington, Indiana, approves the attached Quitclaim Deed conveying the Fourth Street Parking Garage site and improvements to the Bloomington Redevelopment Commission.

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Dana Palazzo, President

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

\_\_\_\_\_  
Kyla Cox Deckard, Secretary

\_\_\_\_\_  
Date



## Board of Public Works Staff Report

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**Project/Event:** Request from Milestone Contractors, LP  
**Staff Representative:** Paul Kehrberg  
**Petitioner/Representative:** Josh Burris, Milestone Contractors, LP  
**Date:** February 16<sup>th</sup>, 2021

---

**Report:** Milestone Contractors, LP has been awarded the downtown storm water box culvert replacement project by City of Bloomington Utilities. As part of this project there will be numerous temporary street closures and lane restrictions. The project will start February 15, 2021 and continue until February 15, 2023. We have a construction schedule provided by Milestone as well as several maintenance of traffic plans for the various phases. We are asking for approval of the street closures based upon their construction schedule, with updates provided to the Board at upcoming meetings throughout the project.

Josh Burris has gone door to door to inform area residents and businesses about the project. He has also create an email list and sent notice to everyone.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Milestone for the temporary traffic control for the construction project.

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

*Paul Kehrberg*

# Milestone



February 5, 2021

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

RE: Jordan River Storm Culvert Reconstruction Lane Restrictions

Dear Board Members,

City of Bloomington Utilities is planning on the Jordan Box Culvert Storm Water Reconstruction from 423 S Washington to 113 N Grant. Milestone is requesting temporary full and partial lane closures throughout the duration of this project, as shown in the maintenance of traffic plans.

Milestone has and will continue to coordinate with the City of Bloomington, City of Bloomington Utilities, Law enforcement, transit providers, fire department, and residents and businesses in the immediate vicinity of the project. Milestone respectfully requests that the Board of Public Works approves the closure restrictions referenced above from Feb 15<sup>th</sup> 2021 to Feb 15<sup>th</sup> 2023.

Sincerely,

Josh Burris  
Project Manager

Good Evening,

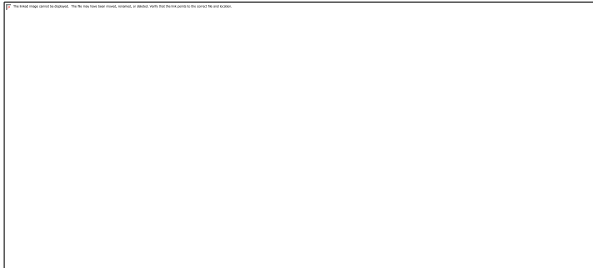
Thank you for taking the time to speak with me over the past few weeks regarding the Jordan Storm Culvert Reconstruction. We sincerely appreciate you understanding the difficulty of this project and your willingness to work with us throughout the process.

As discussed, I will be sending out weekly updates to detail our progression throughout the project, as well as, update you on the schedule and how it affects our community. Our goal is to keep you informed and keep the line of communication open so we may address any questions, concerns or issues that may arise, so that we can build a safe and successful project together.

I plan to send email updates every Friday, so expect my first update email starting February 12<sup>th</sup> as we look to begin work on February 15<sup>th</sup>. In the meantime, please feel free to reach out to me about any questions or concerns you may have and I will get them addressed. Also, if you hear of any neighbors or businesses that are interested in this update, please feel free to share my information with them and I will get them added to the list.

Thanks again and we look forward to working together soon!

Josh Burris  
Project Manager  
4755 W. Arlington Road  
Bloomington, IN 47404  
Office:+1-812-320-9293  
Fax:+1-812-330-2118  
Mobile:+1-812-320-9293

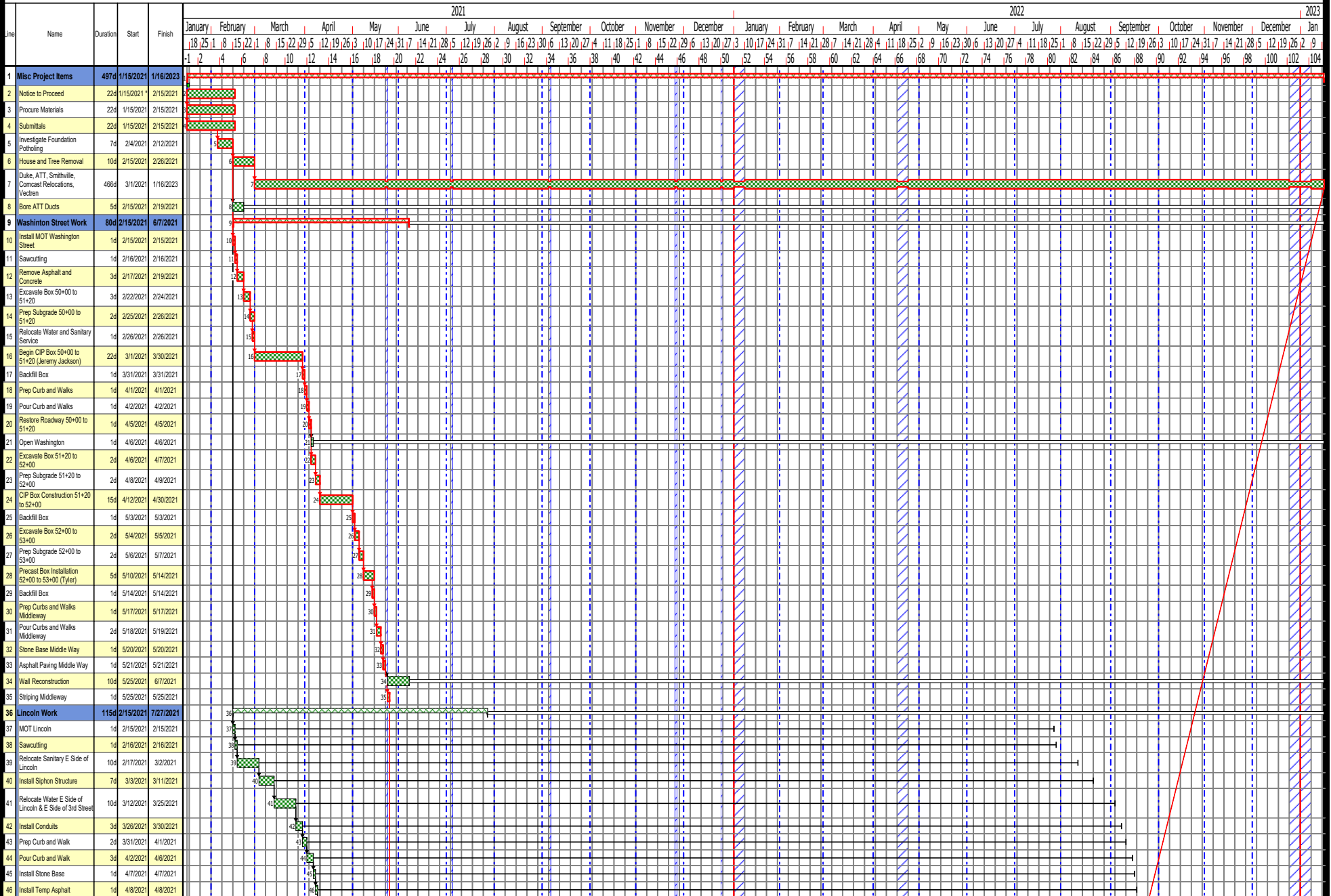


# Jordan River Construction Schedule

None

1/29/2021

Burris, Josh



Drawn by: Planner - Chart Properties

Dwg No. 00001

Revision No. A

Notes: Comment - Chart Properties



# Jordan River Construction Schedule

None

1/29/2021

Burris, Josh



Drawn by: Planner - Chart Properties

Dwg No. 00001

Revision No. A

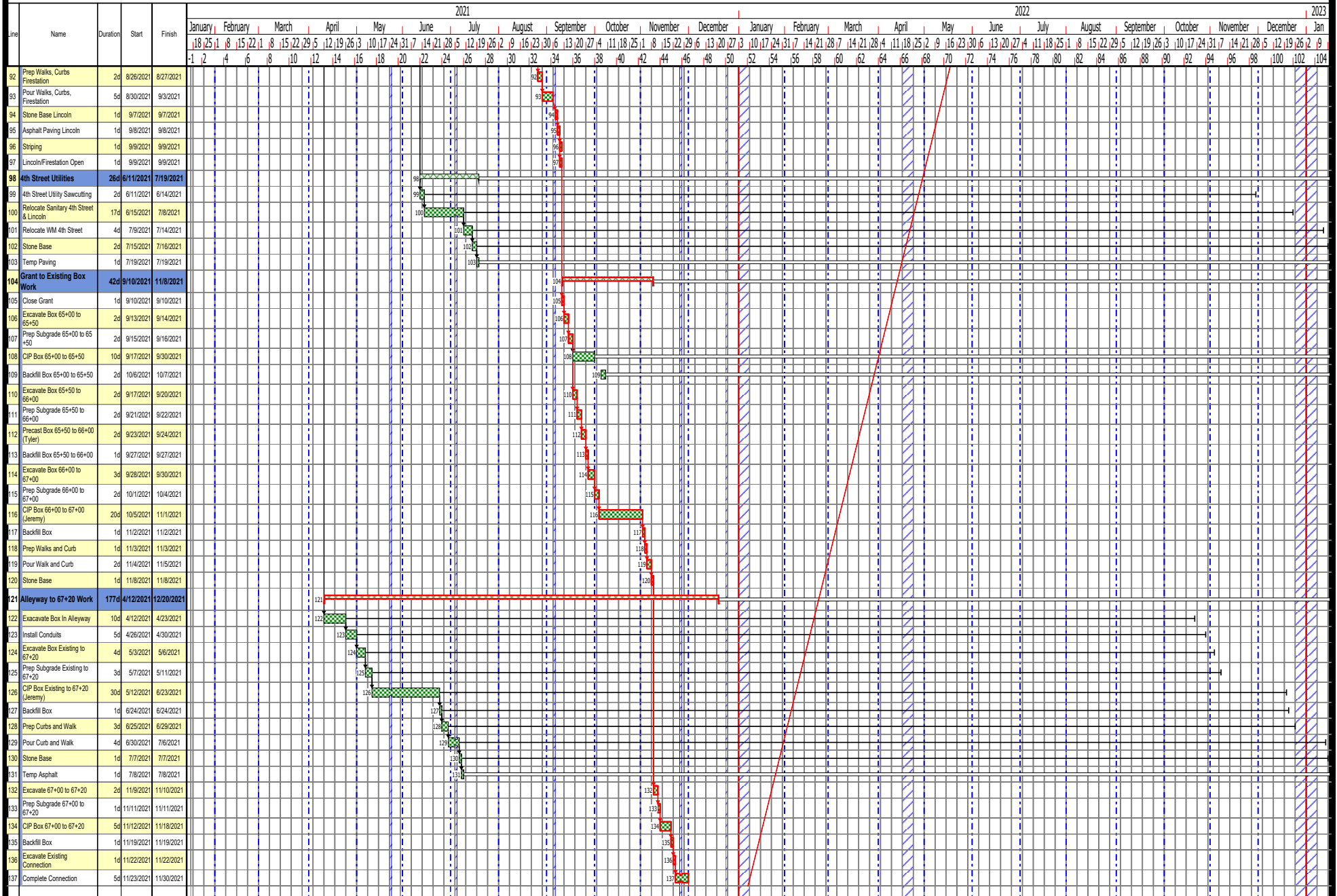
Notes: Comment - Chart Properties

# Jordan River Construction Schedule

None

1/29/2021

Burris, Josh



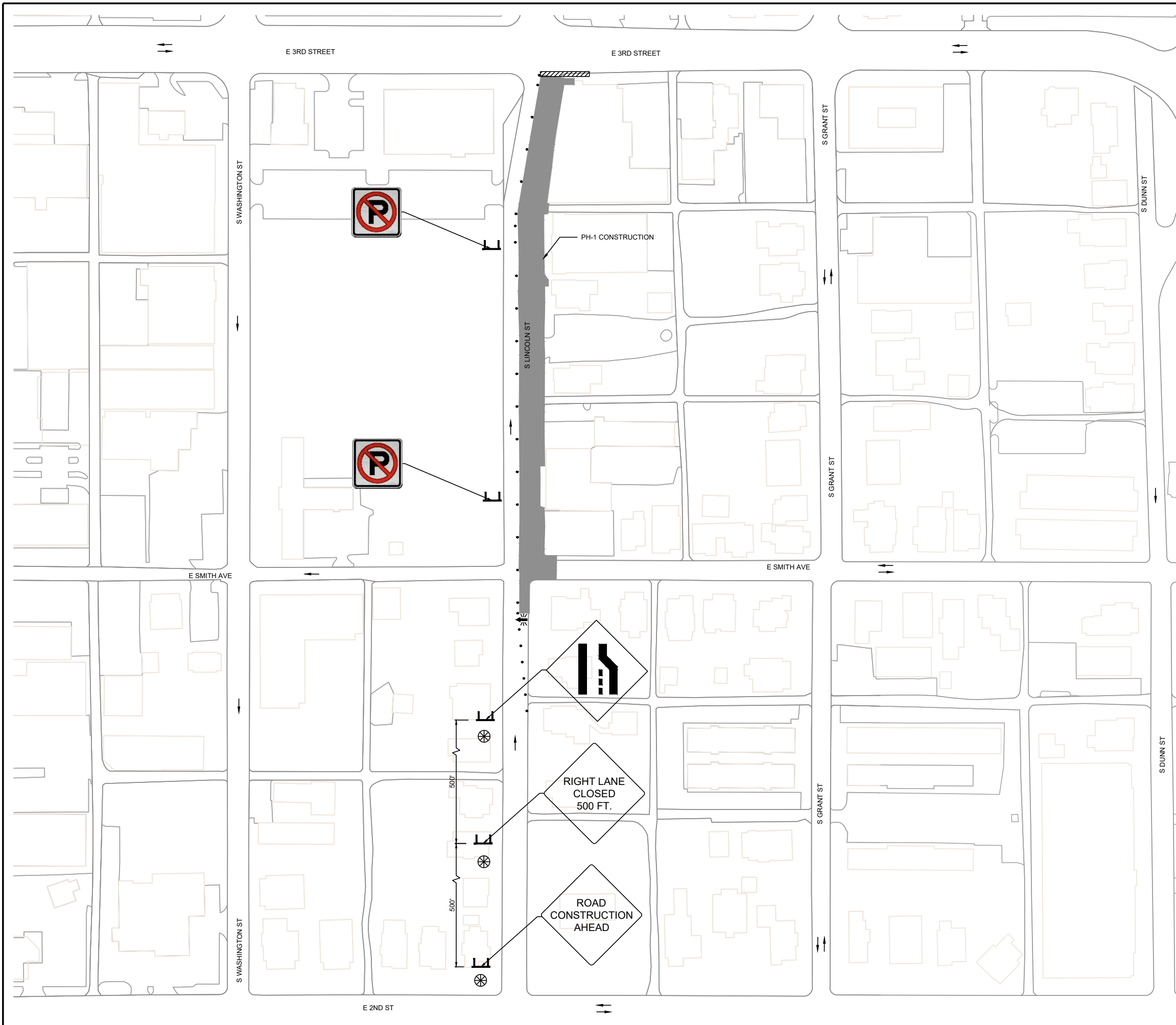
Drawn by: Planner - Chart Properties

Dwg No. 00001

Revision No. A

Notes: Comment - Chart Properties

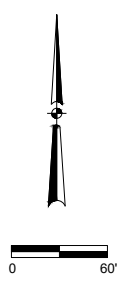




-  WARNING LIGHT
-  CONSTRUCTION SIGN
-  CONSTRUCTION BARRICADE
-  TRAFFIC DIRECTION
-  FLASHING ARROW BOARD

**GENERAL NOTES:**

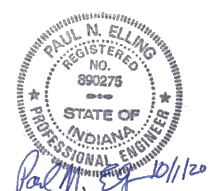
1. TRAFFIC SIGNAL AT 3RD AND LINCOLN STREET.  
 A. NORMAL OPERATION.



Revision Number	Revision Description	Checked By	Date

Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002-MTRAF-1
Project No.	12594
Project Date	10/01/20

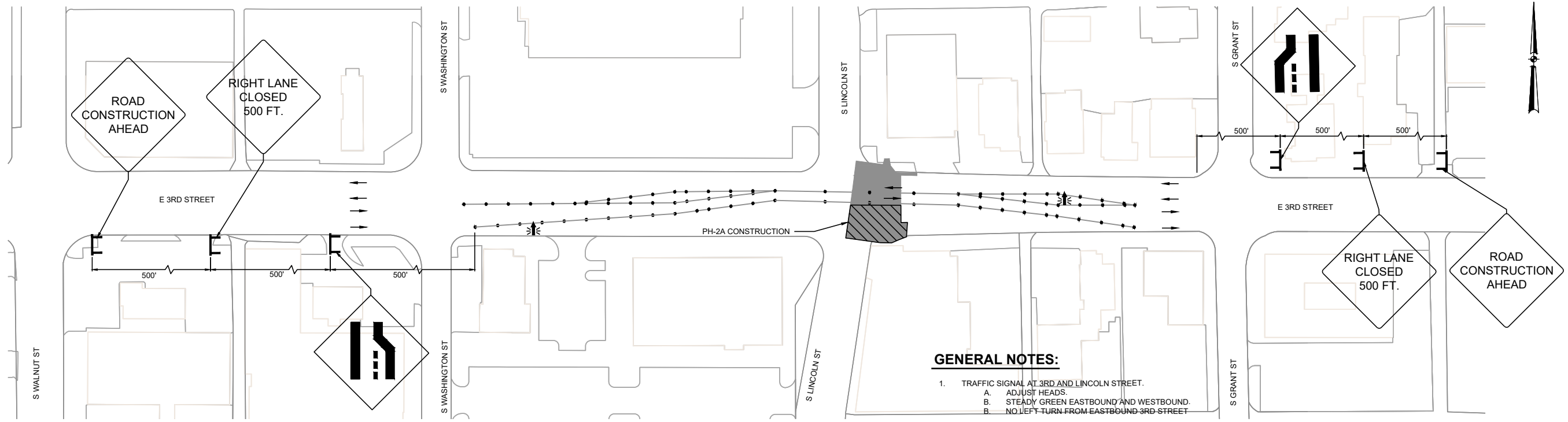
CITY OF BLOOMINGTON  
 JORDAN RIVER STORM CULVERT RECONSTRUCTION  
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON  
 BLOOMINGTON, INDIANA  
**MAINTENANCE OF TRAFFIC  
 PHASE 1**



**DONOHUE**

Sheet No. 074

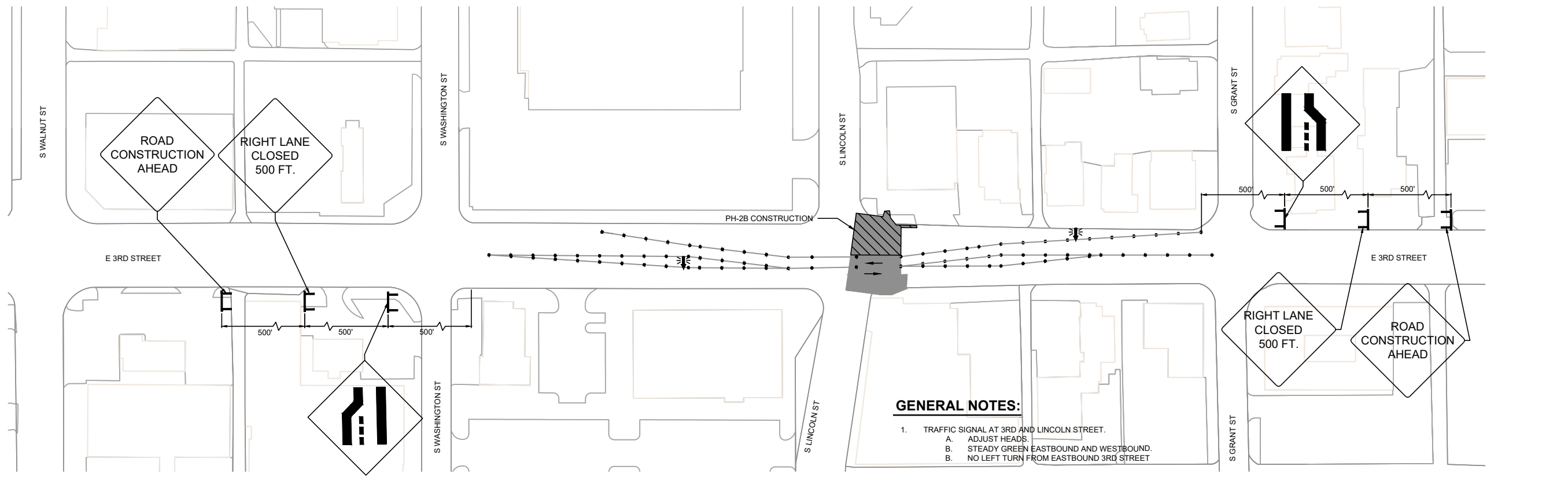
Drawing No. **MTRAF-1**



**GENERAL NOTES:**

- TRAFFIC SIGNAL AT 3RD AND LINCOLN STREET.
  - ADJUST HEADS.
  - STEADY GREEN EASTBOUND AND WESTBOUND.
- NO LEFT TURN FROM EASTBOUND 3RD STREET

**SOUTH SIDE CONSTRUCTION - PHASE 2A**



**GENERAL NOTES:**

- TRAFFIC SIGNAL AT 3RD AND LINCOLN STREET.
  - ADJUST HEADS.
  - STEADY GREEN EASTBOUND AND WESTBOUND.
- NO LEFT TURN FROM EASTBOUND 3RD STREET

**NORTH SIDE CONSTRUCTION - PHASE 2B**

- DRUM
- ▬ TEMPORARY CONCRETE BARRIER
- ⊙ WARNING LIGHT
- CONSTRUCTION SIGN
- ▨ CONSTRUCTION BARRICADE
- ↔ TRAFFIC DIRECTION
- ⚡ FLASHING ARROW BOARD

Revision Number	Revision Description	Drawn By	Checked By	Date

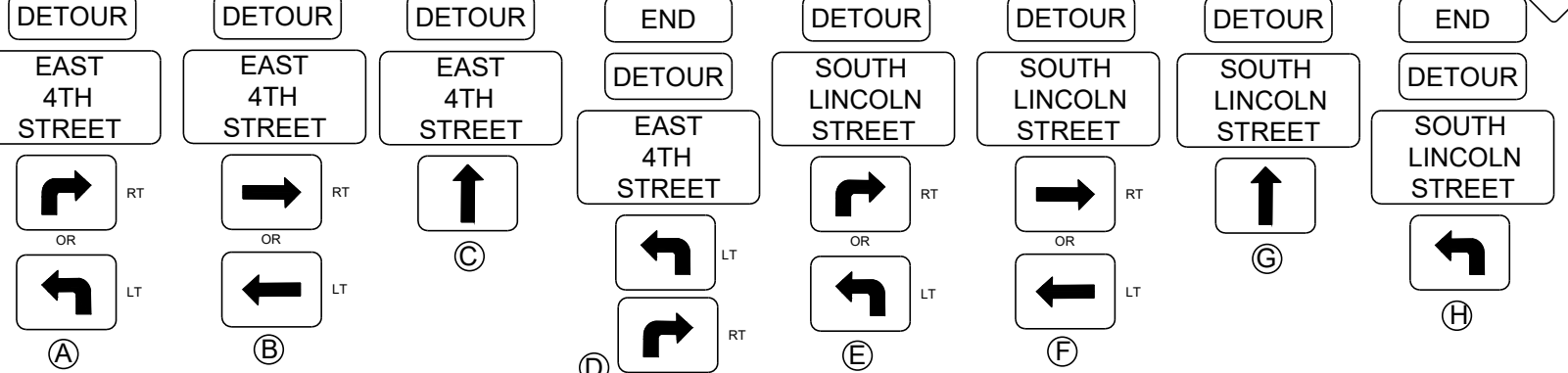
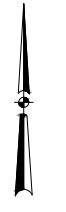
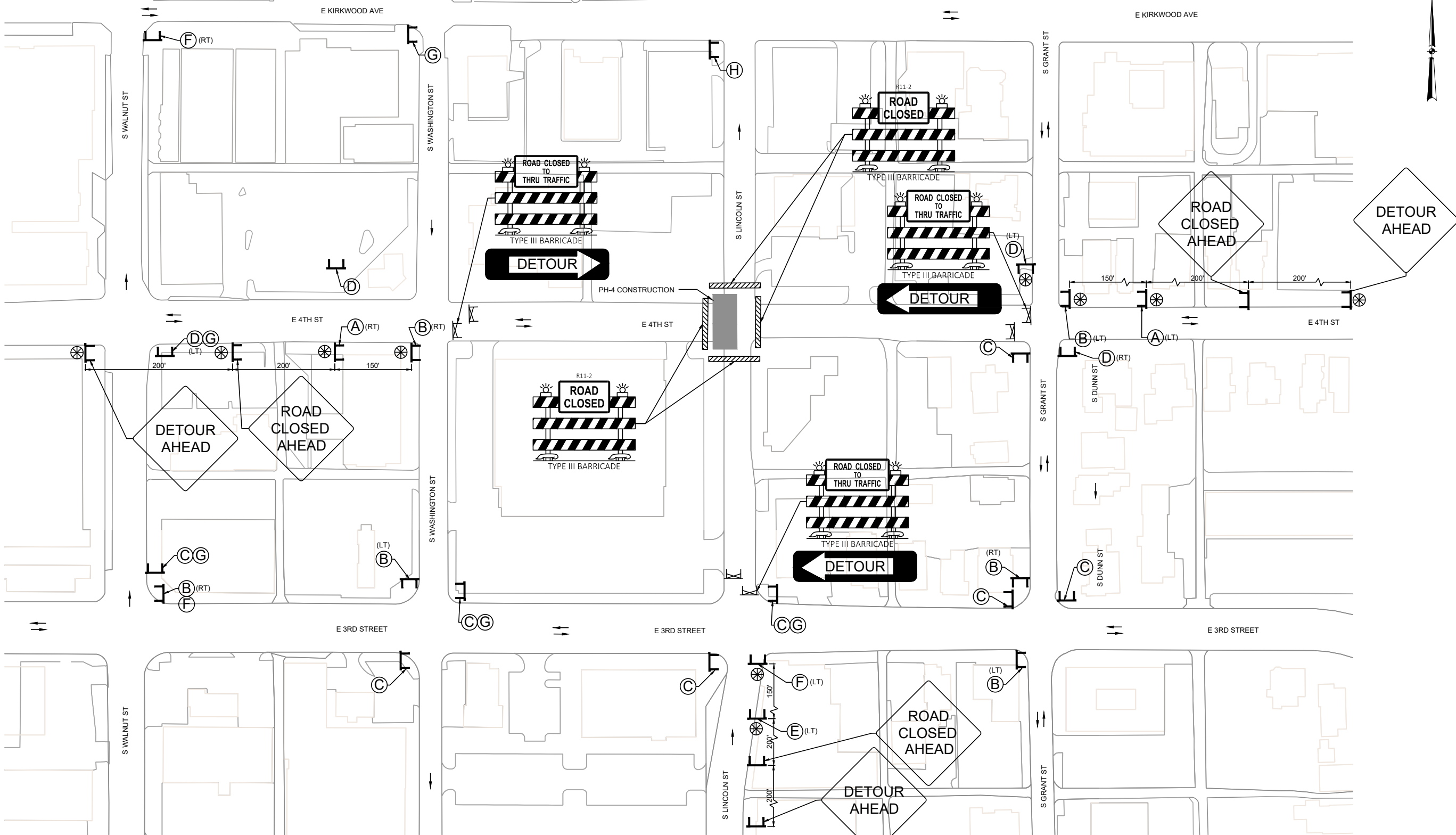
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002-MTRAF-1
Project No.	12594
Project Date	10/01/20

CITY OF BLOOMINGTON  
 JORDAN RIVER STORM CULVERT RECONSTRUCTION  
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON  
 BLOOMINGTON, INDIANA

**MAINTENANCE OF TRAFFIC  
 PHASE 2A & 2B**







**GENERAL NOTES:**  
 1. TRAFFIC SIGNAL AT 3RD AND LINCOLN STREET.  
 A. NORMAL SEQUENCE.

Revision Number	Revision Description	Drawn By	Checked By	Date

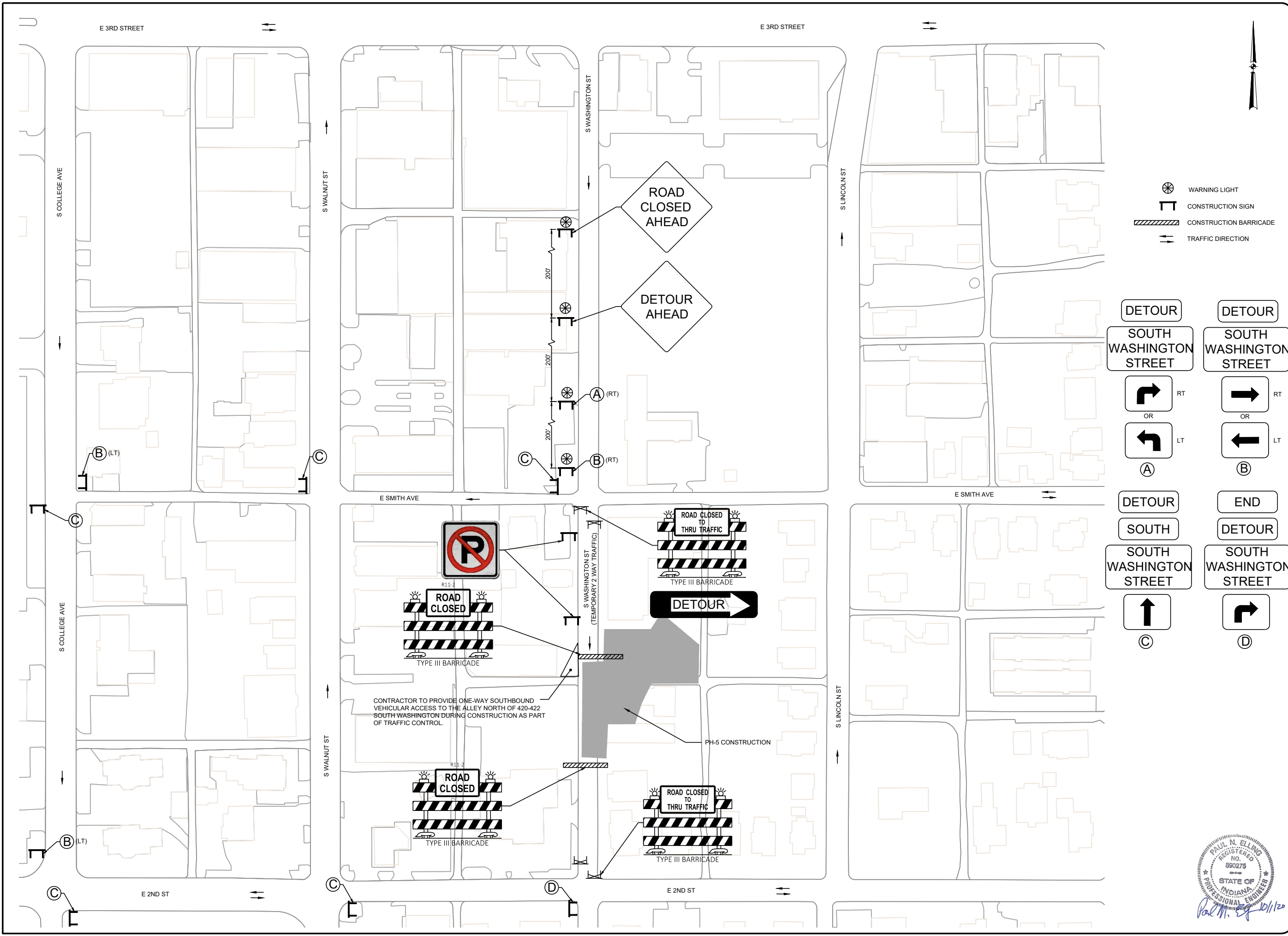
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002-MTRAF-1
Project No.	12594
Project Date	10/01/20

CITY OF BLOOMINGTON  
 JORDAN RIVER STORM CULVERT RECONSTRUCTION  
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON  
 BLOOMINGTON, INDIANA  
**MAINTENANCE OF TRAFFIC  
 PHASE 4**

**DONOHUE**

Sheet No. 077  
 Drawing No. MTRAF-4





CONTRACTOR TO PROVIDE ONE-WAY SOUTHBOUND VEHICULAR ACCESS TO THE ALLEY NORTH OF 420-422 SOUTH WASHINGTON DURING CONSTRUCTION AS PART OF TRAFFIC CONTROL.

Date	
Checked By	
Drawn By	
Revision Description	
Revision Number	
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002-MTRAF-1
Project No.	12594
Project Date	10/01/20

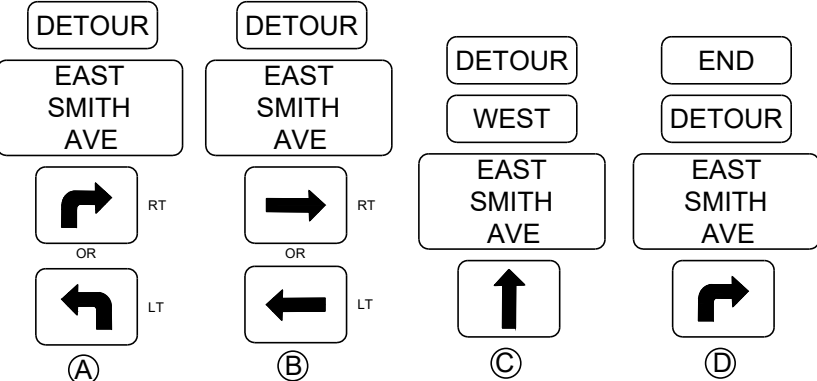
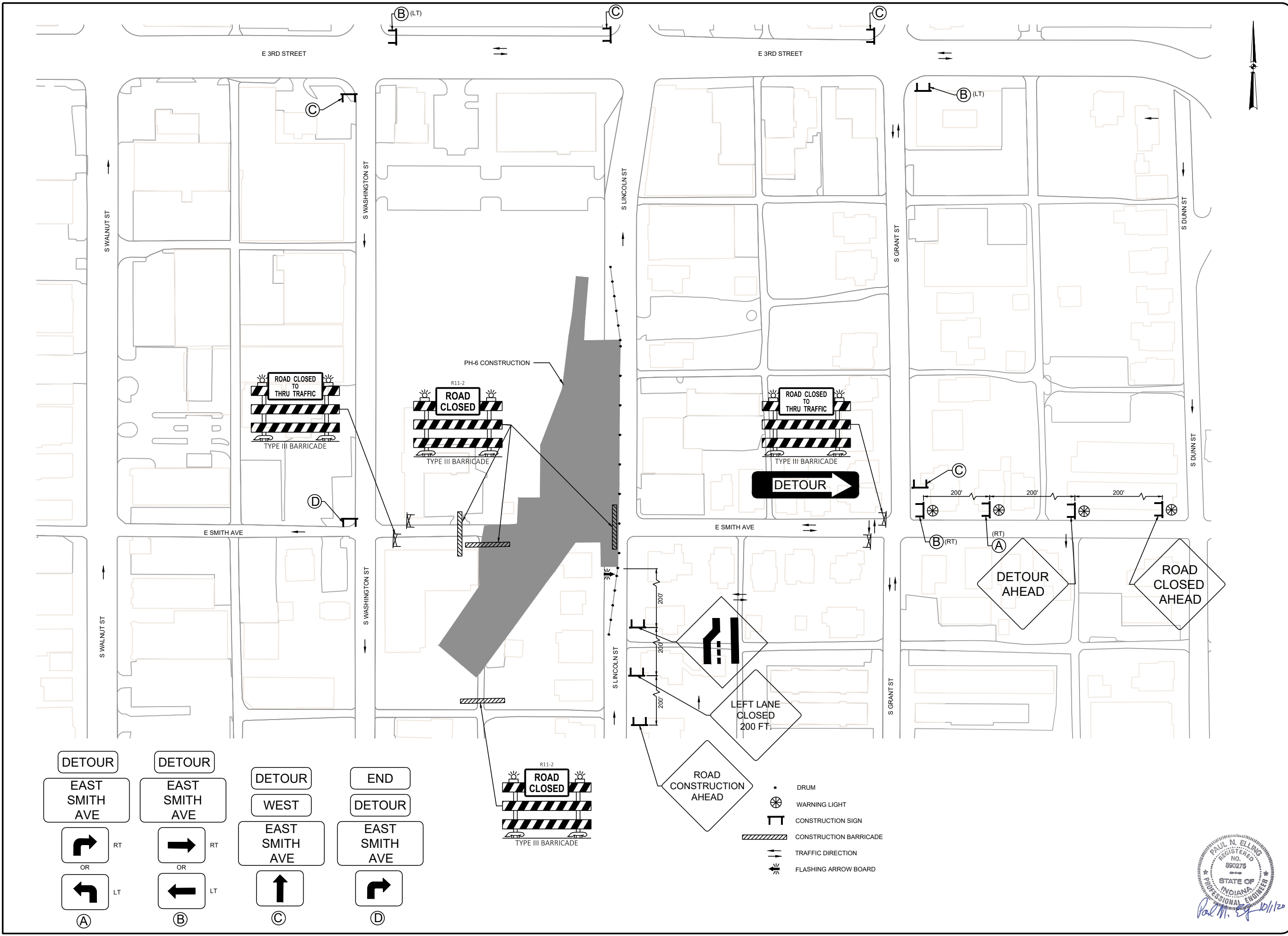
  

CITY OF BLOOMINGTON  
 JORDAN RIVER STORM CULVERT RECONSTRUCTION  
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON  
 BLOOMINGTON, INDIANA  
 MAINTENANCE OF TRAFFIC  
 PHASE 5

Paul N. Elling 10/1/20

Sheet No. 078	
Drawing No. MTRAF-5	





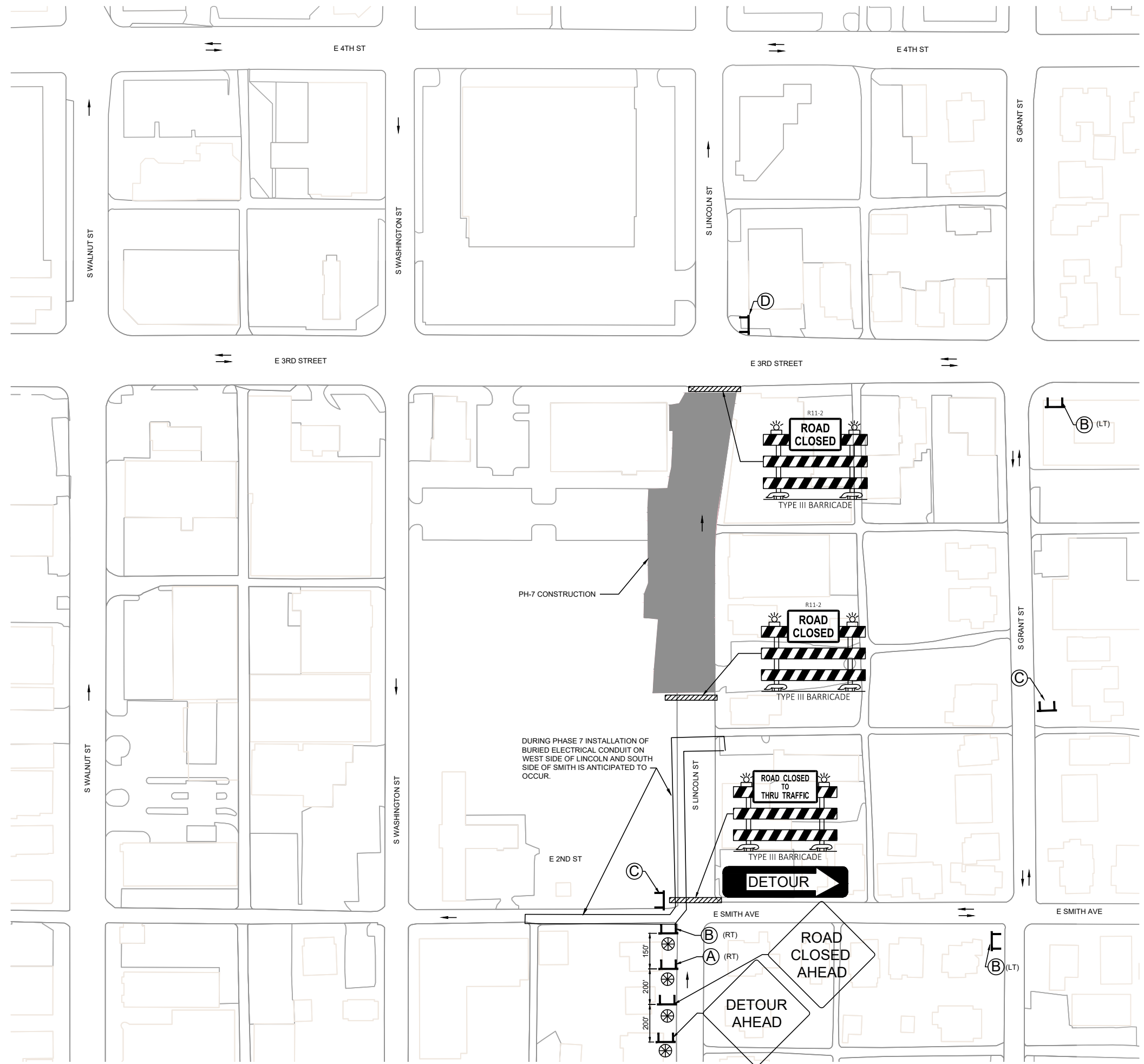
- DRUM
- ⊗ WARNING LIGHT
- CONSTRUCTION SIGN
- ▨ CONSTRUCTION BARRICADE
- ⇄ TRAFFIC DIRECTION
- ⚡ FLASHING ARROW BOARD

Revision Number	Revision Description	Drawn By	Checked By	Date

Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
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Project No.	12594
Project Date	10/01/20

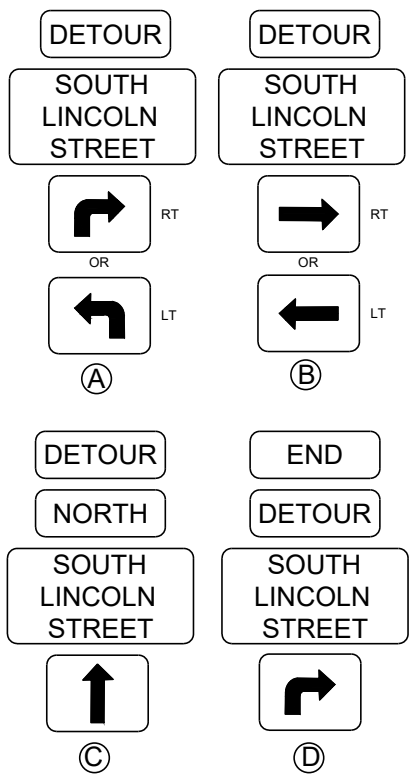
CITY OF BLOOMINGTON  
 JORDAN RIVER STORM CULVERT RECONSTRUCTION  
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON  
 BLOOMINGTON, INDIANA  
**MAINTENANCE OF TRAFFIC  
 PHASE 6**





**GENERAL NOTES:**

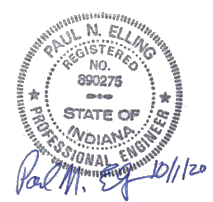
- TRAFFIC SIGNAL AT 3RD AND LINCOLN STREET.
  - REVISE TO EASTBOUND STEADY GREEN.
  - PROVIDE EAST BOUND LEFT TURN DETECTION.
  - REVISE TO WESTBOUND STEADY GREEN
- PHASE 7 TRAFFIC CONTROL TO BE MAINTAINED THROUGH DURATION OF PHASE 8.

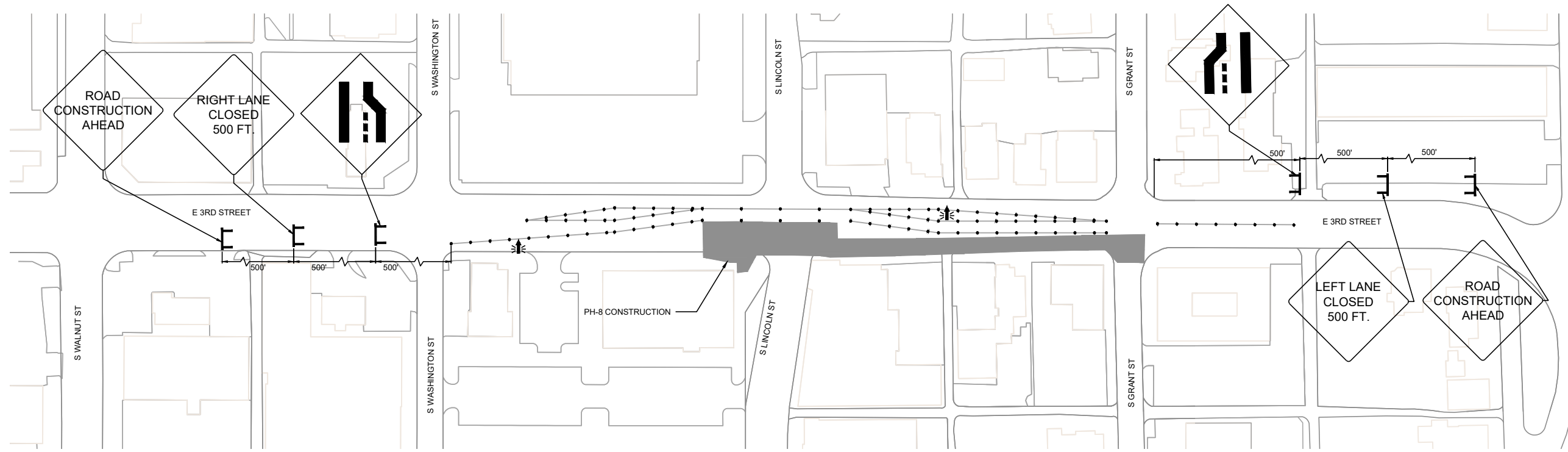


Revision Number	Revision Description	Drawn By	Checked By	Date

Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002-MTRAF-1
Project No.	12594
Project Date	10/01/20

CITY OF BLOOMINGTON  
 JORDAN RIVER STORM CULVERT RECONSTRUCTION  
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON  
 BLOOMINGTON, INDIANA  
**MAINTENANCE OF TRAFFIC  
 PHASE 7**





- DRUM
- WARNING LIGHT
- CONSTRUCTION SIGN
- CONSTRUCTION BARRICADE
- TRAFFIC DIRECTION
- FLASHING ARROW BOARD

**GENERAL NOTES:**

1. TRAFFIC SIGNAL AT 3RD AND LINCOLN STREET.
  - A. ADJUST HEADS.
  - B. PROVIDE STEADY GREEN FOR EASTBOUND AND WESTBOUND TRAFFIC.
  - C. NO LEFT TURN FROM EASTBOUND 3RD STREET.
2. DO NOT CLOSE GRANT STREET OVERNIGHT. CLOSURE LIMITED TO WORKING HOUR AND ONLY DURING ACTIVE WORK IN INTERSECTION.
3. PHASE 7 TRAFFIC CONTROL TO BE MAINTAINED THROUGH DURATION OF PHASE 8.



Revision Number	Revision Description	Drawn By	Checked By	Date

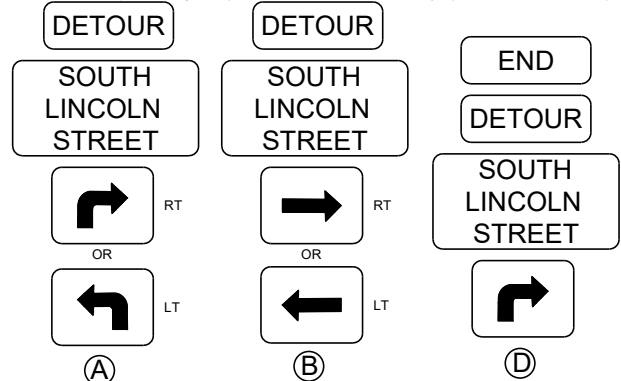
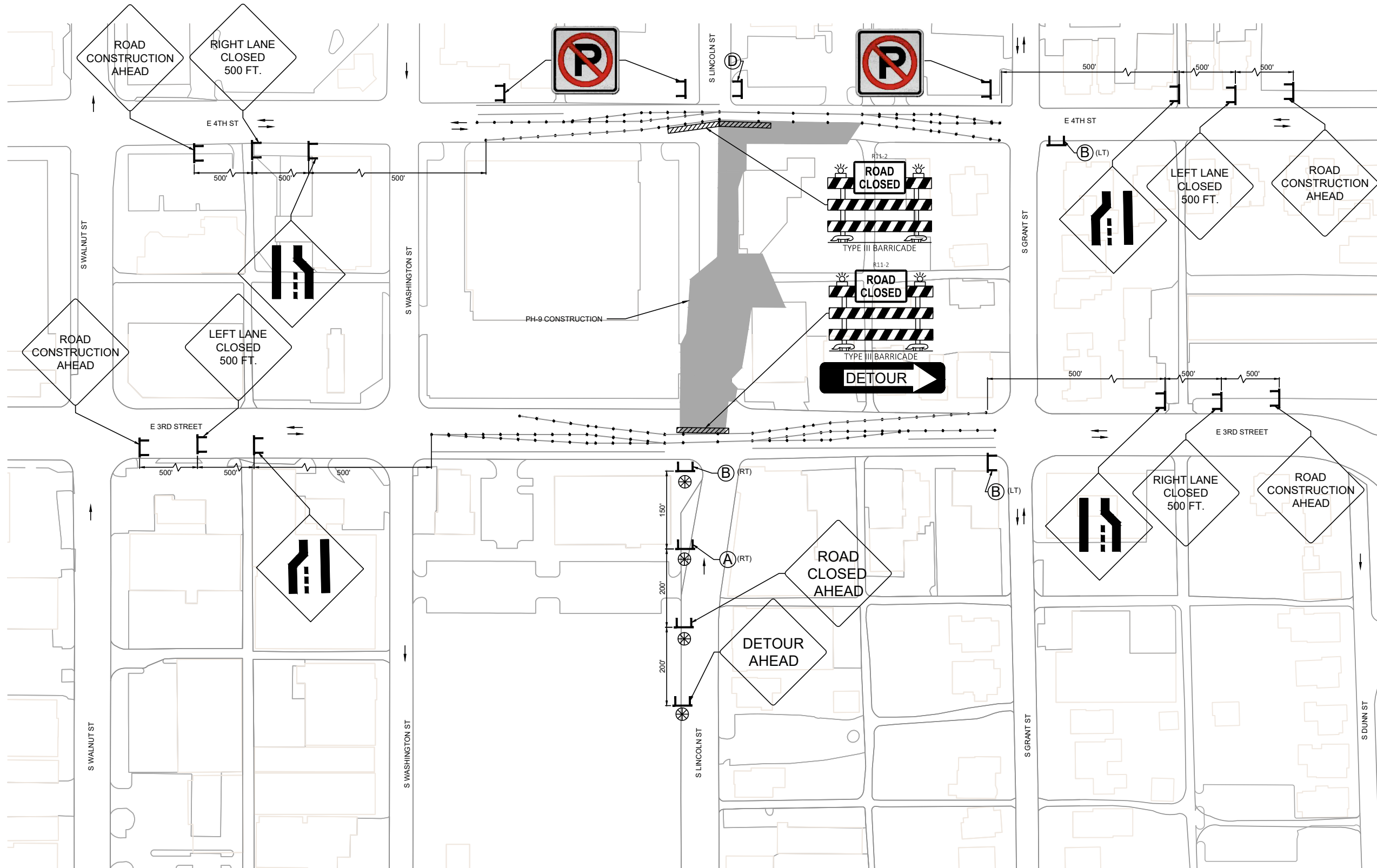
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002-MTRAF-1
Project No.	12594
Project Date	10/01/20

CITY OF BLOOMINGTON  
 JORDAN RIVER STORM CULVERT RECONSTRUCTION  
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON  
 BLOOMINGTON, INDIANA  
**MAINTENANCE OF TRAFFIC  
 PHASE 8**

DONOHUE

Sheet No. 081

Drawing No. **MTRAF-8**



- WARNING LIGHT
- CONSTRUCTION SIGN
- CONSTRUCTION BARRICADE
- TRAFFIC DIRECTION

**GENERAL NOTES:**

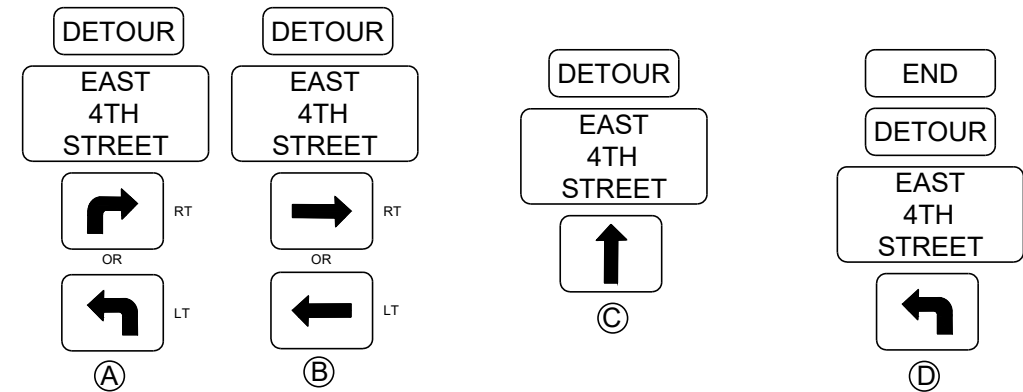
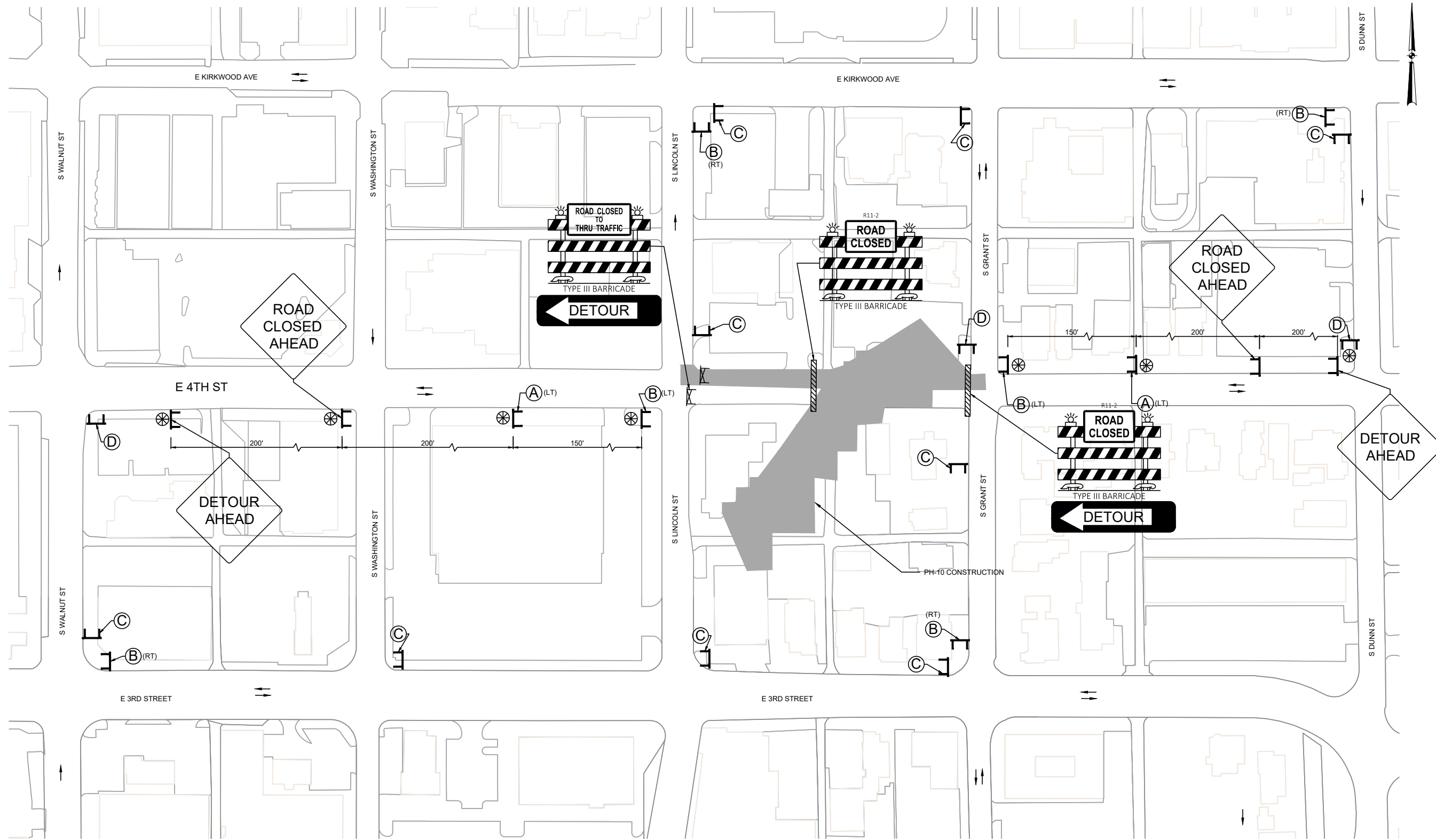
1. TRAFFIC SIGNAL AT 3RD AND LINCOLN STREET.
  - A. ADJUST HEADS.
  - B. PROVIDE STEADY GREEN FOR EASTBOUND AND WESTBOUND TRAFFIC.
  - C. NO LEFT TURN FROM EASTBOUND 3RD STREET.



Revision Number	Revision Description	Drawn By	Checked By	Date

Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002-MTRAF-1
Project No.	12594
Project Date	10/01/20

CITY OF BLOOMINGTON  
 JORDAN RIVER STORM CULVERT RECONSTRUCTION  
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON  
 BLOOMINGTON, INDIANA  
**MAINTENANCE OF TRAFFIC  
 PHASE 9**



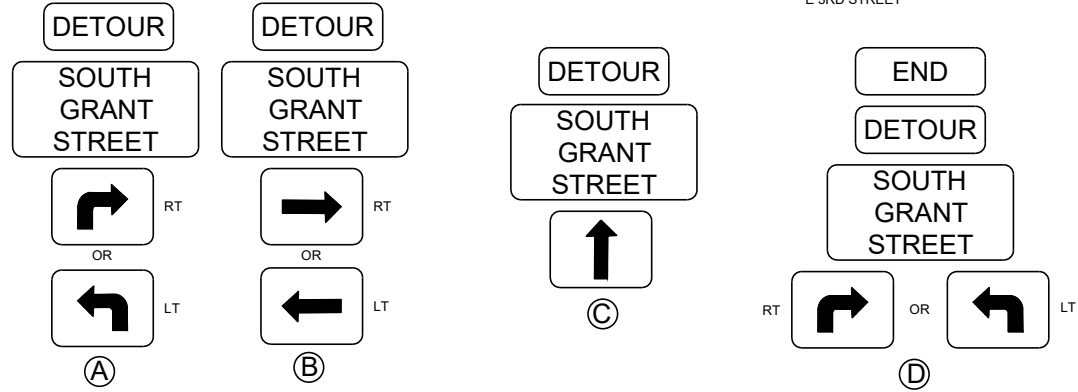
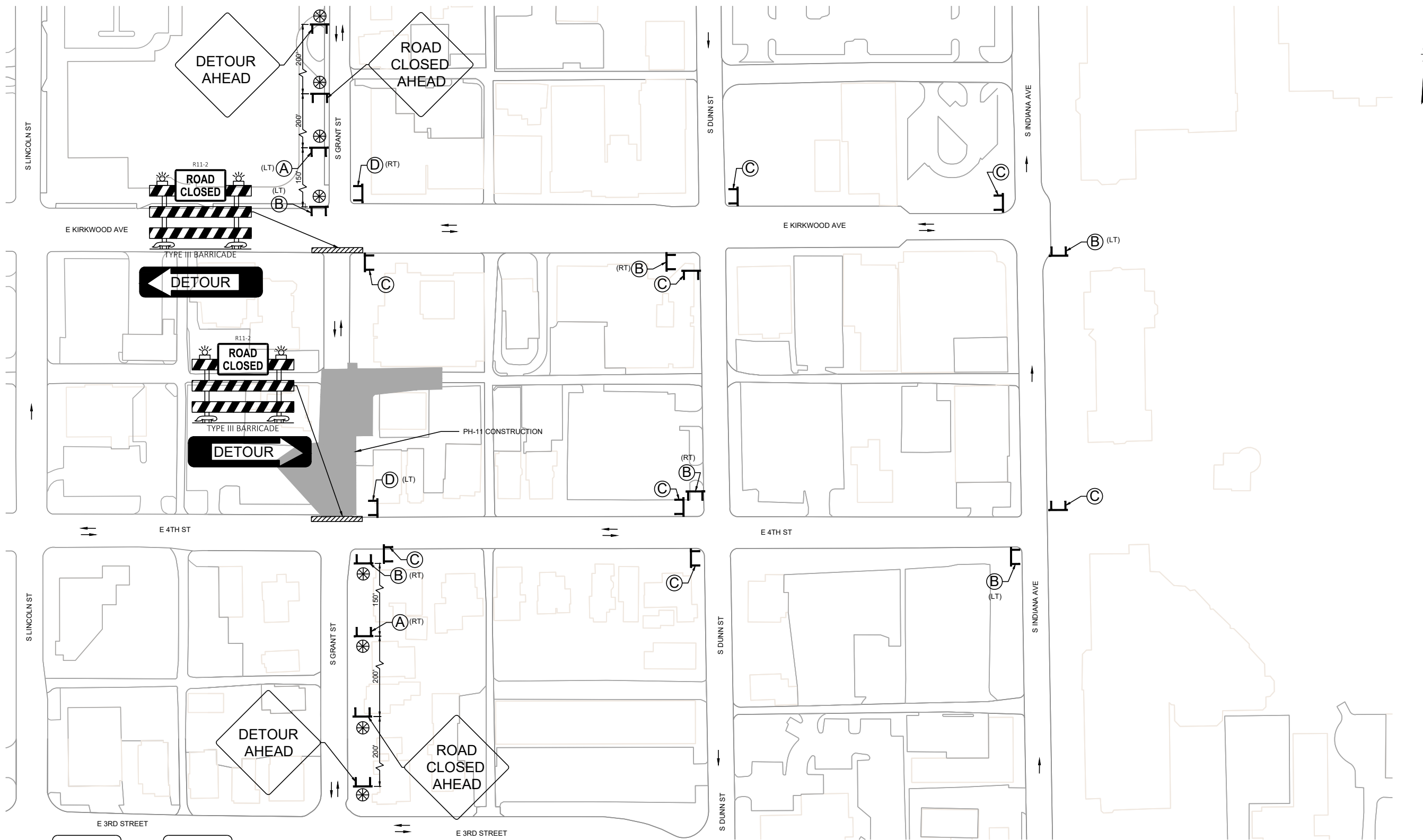
-  WARNING LIGHT
-  CONSTRUCTION SIGN
-  CONSTRUCTION BARRICADE
-  TRAFFIC DIRECTION



Revision Number	Revision Description	Drawn By	Checked By	Date
1	E 4TH ST	MAS	PNE	

Designed By: MAS  
 Drawn By: MAS  
 Checked By: PNE  
 Approved By: PNE  
 Filename: 002-MTRAF-1  
 Project No: 12594  
 Project Date: 10/01/20

CITY OF BLOOMINGTON  
 JORDAN RIVER STORM CULVERT RECONSTRUCTION  
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON  
 BLOOMINGTON, INDIANA  
 MAINTENANCE OF TRAFFIC  
 PHASE 10



Date	
Checked By	
Drawn By	
Revision Description	
Revision Number	
Designed By	MAS
Drawn By	MAS
Checked By	PNE
Approved By	PNE
Filename	002-MTRAF-1
Project No.	12594
Project Date	10/01/20

CITY OF BLOOMINGTON  
 JORDAN RIVER STORM CULVERT RECONSTRUCTION  
 113 SOUTH GRANT TO 423 SOUTH WASHINGTON  
 BLOOMINGTON, INDIANA  
**MAINTENANCE OF TRAFFIC  
 PHASE 11**

**DONOHUE**

Sheet No. 084  
 Drawing No.

**MTRAF-11**

*Paul M. Elling*  
 10/1/20



# CITY OF BLOOMINGTON

## RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION  ROW USE

ADDRESS OF ROW ACTIVITY: 2nd and Washington to 4th and Grant

<b>A. APPLICANT/AGENT INFORMATION:</b> APPLICANT NAME: <u>Josh Burris</u> E-MAIL: <u>jburris@milestonelp.com</u> COMPANY: <u>Milestone Contractors</u> ADDRESS: <u>4755 N Arlington Rd.</u> CITY, STATE, ZIP: <u>Bloomington, IN 47408</u> 24-HR EMERGENCY CONTACT NAME: <u>Josh Burris</u> 24-HR CONTACT PHONE #: <u>812-320-9293</u> INSURANCE #*: _____ COMPANY: _____ BOND #*: _____ COMPANY: _____ <small>* INSURANCE &amp; BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> <b>**SUBCONTRACTOR INFORMATION**</b> <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: _____ <b>B. WORK DESCRIPTION:</b> <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____ <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small> <b>C. RIGHT OF WAY TO BE USED/CLOSED:</b> STREET NAME 1: <u>Washington to 4th and Grant</u> 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input checked="" type="checkbox"/> SIDEWALK* <input checked="" type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>02/15/21</u> END DATE: <u>02/15/2023</u> # OF DAYS*: <u>760</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small> <b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b> STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> REQUESTED CLOSURE HOURS: <u>12:00</u> AM - <u>11:59</u> PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process          BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	<b>D. TRAFFIC CONTROL DEVICES*:</b> <input checked="" type="checkbox"/> CONES <input checked="" type="checkbox"/> ARROWBOARD <input checked="" type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED          See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small> <b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N</b> <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S)          APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small> <b>F. IS THIS A <input checked="" type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b> PROJECT NAME: <u>Jordan River Storm Culvert Reconstruction</u> PROJECT #: _____ PROJECT MGR.: <u>Jane Fleig</u> PROJECT MGR. #: <u>812-349-3631</u> <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY          *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small> <b>G. EXCAVATIONS:</b> SQ FT OF PAVEMENT* EXCAVATIONS : <u>93,000</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>37,000</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>4</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: <u>2</u> SQ FT OF SIDEWALK RECONSTRUCTION*: <u>18,000</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>0</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: <u>0</u> <div style="text-align: center;">   <small>Know what's below. Call before you dig.</small> </div> <small>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY,          7 DAYS A WEEK          CALL 811 OR 800-382-5544          CALL 2 WORKING DAYS BEFORE YOU DIG.          ITS THE LAW.</small>
<b>H. INDEMNIFICATION AGREEMENT:</b> <small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Josh Burris</u> SIGNATURE: _____ DATE: <u>2/5/2021</u>	

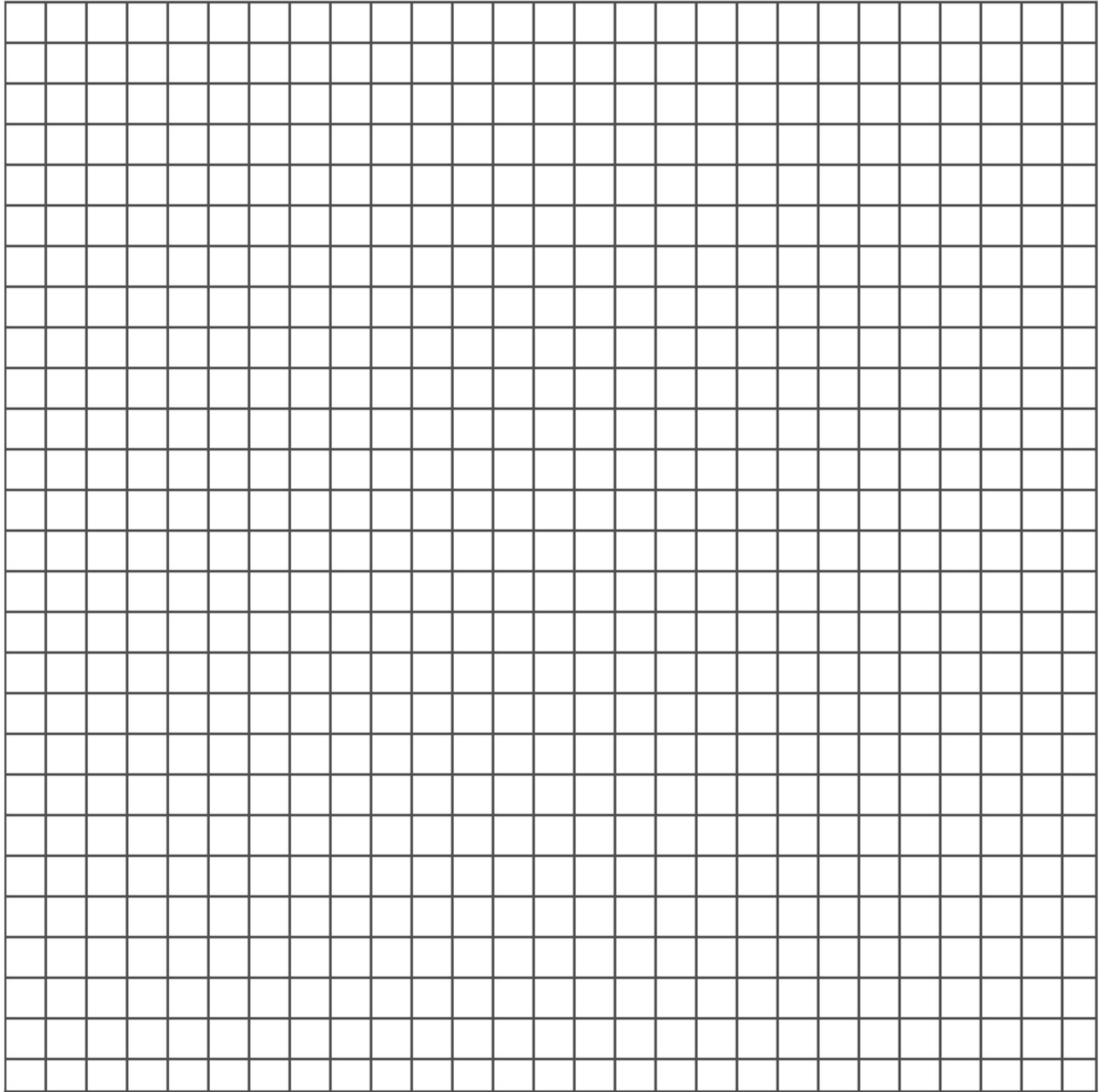
For Administration Use Only (applicable to CLOSURE approval)

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

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

- A permit **MUST** be obtained for ALL activities located within the right-of-way such as: excavations, use, obstruction, trenching, boring, etc.
- Expect a 5-7 day (business day) turn-around time on standard permit requests. If permit includes use of the right of way for a Road closure, sidewalk/bike/lane closures on an arterial, or any closure over 14 days expect the turn around time to be longer.
- The applicant **MUST be bonded and insured** with the City of Bloomington to obtain permits to excavate within public Right of Way and for right of way use.
- The applicant **MUST** attach a site plan which identifies the following:
  - (1) The specific location of all utilities already located in the right-of-way.
  - (2) The specific location of all signs already located in the right-of-way.
  - (3) The specific location of all structures already located in the right-of-way.
  - (4) The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the specific location of the device or structure being installed as a result of the excavation.
  - (5) The specific location of all proposed utilities.
  - (6) Latitude and Longitude of the project location.
- The applicant must specify the area(s) being restricted (traffic lane, shoulder, sidewalk, bike lane or parking lane). Please indicate if restricting access to: Metered parking or Bloomington Transit Bus Stops.
- To apply for a **TOTAL ROAD CLOSURE**, the applicant must submit an MUTCD compliant maintenance of traffic plan that includes Detour route signs. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. The applicant must notify all adjacent affected businesses, churches, schools, and residences of the closure and provide step-by-step directions of traffic detour. Closures are subject to ROW Inspector, Department Director(s), and Board of Public Works approval, so approval times could vary. Closures over 3 days require Board of Public Works approval.
- To apply for a **SIDEWALK, BIKE LANE OR LANE CLOSURE**, the applicant must submit an MUTCD compliant maintenance of traffic SITE PLAN that includes TYPES and LOCATIONS of all traffic control devices/signs. When a walkaround is required the site plan must include dimensions and location of barricades for the walkaround. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. Closures over 14 days require Board of Public Works approval.
- The applicant must identify the exact date or date range for which the work will actually take place. A permit is not officially issued until the inspector listed on the permit is contacted regarding the exact date a sidewalk, lane, bike lane will be closed. If an exact date can't be given at the time the permit is applied for, you must contact our office **72 hrs BEFORE** a closure begins so we are able to update our police, emergency, and transit personnel on our publicly viewed inRoads page. Failure to communicate dates of a closure are subject to penalty in Bloomington Municipal Code. Permits will be considered expired one year after being issued if work has not begun (a new application will need to be submitted if permittee still intends to begin work).
- The applicant must keep crosswalks, ramps and sidewalks unobstructed to ensure they are passable by all types of pedestrians including, visually or hearing impaired or wheelchair bound pedestrians. This also applies to walkarounds.
- An exact legal address of the parcel nearest to the location where the work is taking place is required on each application.
- **ALL EXCAVATIONS** must be inspected. Contact the inspector by phone number listed on each permit. The general contact number is (812) 349-3423.
- Please contact the Utility Coordinator at the City of Bloomington Utilities Department if placing a new or working on an existing sanitary sewer lateral or water line/meter placement. (812)349-3930
- Any brick or inlaid limestone sidewalks or brick-surfaced streets shall remain undisturbed, unless specific permission is given by a representative of the Planning and Transportation Department. If they are disturbed: The surface material shall be taken up, saved, and re-installed to City of Bloomington specifications. Backfill methods and materials must also meet these specifications. These are subject to historic preservation approvals.
- **This application and Additional use of right of way resources listed under 'Public Right of Way Permits and Resources' can be found:** <https://bloomington.in.gov/engineering/resources>
- **A copy of the Regulations for Use of the Right of Way (ORD 20-21) can be found:** <https://bloomington.in.gov/municipal-code>





NOTES/ADDITIONAL INFORMATION/LEGEND:

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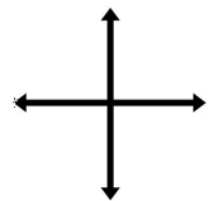
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Additional Temporary Traffic Control Resource(s):

MUTCD [https://mutcd.fhwa.dot.gov/htm/2009/part6/part6\\_toc.htm](https://mutcd.fhwa.dot.gov/htm/2009/part6/part6_toc.htm)



# Board of Public Works Staff Report

**Project/Event:** Remodel Current Evidence Storage at BPD Firing Range

**Petitioner/Representative:** Bloomington Police Department

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

**Meeting Date:** February 16, 2021

Bloomington Police Department seeks approval for a contract to remodel the current evidence storage area at the BPD Firing Range. This area will now become an area with weight lifting equipment, floor space for exercise, bathrooms, and showers. The project was designed by Springpoint Architects. Bids were solicited from 3 contractors, 2 of which submitted bids. They are as follows:

Ann-Kriss, Inc.	No Bid
Fox Construction Company	\$68,900.00
Strauser Construction	\$73,700.00

Springpoint Architects has reviewed the two submittals and regard them both as valid bids. Fox Construction Company was the lower of the two bids received. Staff recommends awarding the contract to Fox Construction Company for \$68,900.00.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

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



**CONTRACT COVER MEMORANDUM**

**TO: Jackie Moore**  
**FROM: J. D. Boruff**  
**DATE: 2/16/21**  
**RE: Remodel BPD Firing Range, Fox Construction Company**

<b>Contract Recipient/Vendor Name:</b>	Fox Construction Company, Inc.
<b>Department Head Initials of Approval:</b>	Mike Diekhoff
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	J. D. Boruff
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Jackie Moore
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	12/31/2031
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	21-052
<b>Due Date For Signature:</b>	2/16/21
<b>Expiration Date of Contract:</b>	4/16/21
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$68,900.00
<b>Funding Source:</b>	101-14-140000-53990
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	yes
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	yes

**Summary of Contract:** Bloomington Police Department seeks approval for a contract to remodel the current evidence storage area at the BPD Firing Range. This area will now become an area with weight lifting equipment, floor space for exercise, bathrooms, and showers. The project was designed by Springpoint Architects. Bids were solicited from 3 contractors, 2 of which submitted bids. They are as follows:

Ann-Kriss, Inc.	No Bid
Fox Construction Company	\$68,900.00
Strauser Construction	\$73,700.00

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**AND**  
**FOX CONSTRUCTION COMPANY, INC.**  
**FOR**  
**REMODEL OF CURRENT EVIDENCE STORAGE AREA AT BPD FIRING RANGE**

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

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Remodel of current evidence storage area at BPD Firing Range**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

**ARTICLE 1. TERM**

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

**ARTICLE 2. SERVICES**

**2.01** CONTRACTOR shall complete all work required under this Agreement within 60 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

### **ARTICLE 3. COMPENSATION**

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

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Sixty-Eight Thousand, Nine Hundred Dollars (\$68,900.00)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

### **ARTICLE 4. RETAINAGE**

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

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

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

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

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

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

## **ARTICLE 5. GENERAL PROVISIONS**

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

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

### **5.02 Abandonment, Default and Termination**

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

### **5.03 Successors and Assigns**

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

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

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

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

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

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

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

**5.05 Insurance**

**5.05.01**

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

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

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

Premises and operations;

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



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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

**5.08 Non-Discrimination**

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

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

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

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

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

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

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

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

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

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

**5.09 Workmanship and Quality of Materials**

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

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

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

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

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

as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

**5.11 Amendments/Changes**

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

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

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

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

**5.12 Performance Bond and Payment Bond**

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works Department	Fox Construction Company, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Tony Fox, Owner
P.O. Box 100 Suite 130	6931 South Old State Road 37
Bloomington, Indiana 47402	Bloomington, Indiana 47403

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

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

**5.17 Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18 Verification of Employees' Immigration Status**

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

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

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

**5.19 Non-Collusion**

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

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

City of Bloomington  
Bloomington Board of Public Works

Fox Construction Company, Inc.

BY:

BY:

\_\_\_\_\_  
Dana Palazzo, President

\_\_\_\_\_  
Anthony J. Fox, President

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

\_\_\_\_\_  
Kyla Cox Deckard, Member

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

**REMODEL OF CURRENT EVIDENCE STORAGE AREA AT BPD FIRING RANGE**

**ATTACHMENT 'A'**

**"SCOPE OF WORK"**

*This project shall include, but is not limited to:*

1. The Contractor shall furnish all materials, labor, and equipment to complete the interior renovation work of two restrooms and associated work per plans and specifications prepared by Springpoint Architects labeled Project No, 19-05 and dated December 18, 2020.



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

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

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

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

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

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

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





**ATTACHMENT D**

**NON-COLLUSION AFFIDAVIT**

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Organization)

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

\_\_\_\_\_  
(Name and Title of Person Signing)

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

Resident of \_\_\_\_\_ County

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

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



## Board of Public Works Staff Report

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**Project/Event:** Request from Duke Energy to close a lane of East Water Avenue for street light replacement

**Staff Representative:** Paul Kehrberg

**Petitioner/Representative:** Craig Barker, Duke Energy

**Date:** February 16<sup>th</sup>, 2021

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**Report:** Duke Energy is requesting to close one lane of East Atwater Avenue from S Highland Ave to S Mitchell St to accommodate to replacement of street lights. These will be LED lights mounted on existing poles. The service agreement between Duke and the City of Bloomington was approved at a previous BPW meeting. The lane closure will start February 22, 2021 and will be in place for 2 weeks while working.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Duke Energy for the temporary lane closures on E Atwater Ave.

Recommend  Approval  Denial by

*Paul Kehrberg*



## AUTHORIZATION TO INSTALL

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To: Duke Energy  
Attn: Craig Barker  
From: Christina Smith, Public Works  
Date: 1/13/2021


---

Location: E Atwater Avenue-S Highland Avenue to S Mitchell Street  
S Mitchell Street-E Atwater Avenue to E 3<sup>rd</sup> Street  
Fixtures: Ten (10) 70 Watt LED fixtures along E Atwater Avenue mounted on existing poles  
Five (5) 70 Watt LED fixtures along S Mitchell Street mounted on existing poles

---

On behalf of the City of Bloomington Department of Public Works, I authorize Duke Energy to install fifteenth (15) street lights for E Atwater Avenue and S Mitchell Street

Please request billing to remove 15 lights from the general account number 8390-2673-01-9. Also, please inform me when the lights have been installed and the new account number associated to this installation. If you have any questions, please do not hesitate to contact me via email at [smithc@bloomington.in.gov](mailto:smithc@bloomington.in.gov) or phone at 812-349-3589. I certainly appreciate your assistance regarding this matter.



---

Christina Smith, Special Projects Coordinator

1/13/2021  
Date



10/15/2020

CITY OF BLOOMINGTON  
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



# CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION  ROW USE  
ADDRESS OF ROW ACTIVITY: Atwater Ave

<b>A. APPLICANT/AGENT INFORMATION:</b> APPLICANT NAME: <u>Craig Barker</u> E-MAIL: <u>Craig.barker@duke-energy.com</u> COMPANY: <u>Duke Energy</u> ADDRESS: <u>2929 W 16th. St</u> CITY, STATE, ZIP: <u>Bedford, IN 47421</u> 24-HR EMERGENCY CONTACT NAME: <u>Craig Barker</u> 24-HR CONTACT PHONE #: <u>317-452-3743</u> INSURANCE #*: _____ COMPANY: _____ BOND #*: _____ COMPANY: _____ <small>* INSURANCE &amp; BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	<b>D. TRAFFIC CONTROL DEVICES*:</b> <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
<b>**SUBCONTRACTOR INFORMATION**</b> <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: <u>Duke Energy, 5 Star Electric</u>	<b>E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N</b> <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
<b>B. WORK DESCRIPTION:</b> <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Lighting Install</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	<b>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</b> PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY          *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
<b>C. RIGHT OF WAY TO BE USED/CLOSED:</b> STREET NAME 1: <u>Atwater Ave</u> 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>2/22/21</u> END DATE: <u>3/5/21</u> # OF DAYS*: <u>14</u>	<b>G. EXCAVATIONS:</b> SQ FT OF PAVEMENT* EXCAVATIONS : _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____
STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	 TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.
<b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b> STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process          BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	<b>H. INDEMNIFICATION AGREEMENT:</b> The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Craig Barker</u> SIGNATURE: <u>Craig Barker</u> DATE: <u>2/14/2021</u>

For Administration Use Only (applicable to CLOSURE approval)

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

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

**OUTDOOR LIGHTING SERVICE AGREEMENT**

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000017866		10/15/2020
	Agreement Coverage			Agreement Number		Current Date
63902673	36839325	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	<i>ATWATER - Highland to Mitchell</i>	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		Notes:
Mailing Name	CITY OF BLOOMINGTON	
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 1/13/2021  
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	\$9,233.96	\$21.26	\$25.65	15	\$46.91	\$3.13	\$3.13
Option B - 1 Year Agreement Initial Term	\$804.71	\$21.26	\$25.65	15	\$851.62	\$56.77	\$3.13
Option C - 3 Year Agreement Initial Term	\$275.70	\$21.26	\$25.65	15	\$322.62	\$21.51	\$3.13
Option D - 5 Year Agreement Initial Term	\$187.06	\$21.26	\$25.65	15	\$233.97	\$15.60	\$3.13
Option E - 7 Year Agreement Initial Term	\$150.03	\$21.26	\$25.65	15	\$196.94	\$13.13	\$3.13
Option F - 10 Year Agreement Initial Term	\$123.23	\$21.26	\$25.65	15	\$170.14	\$11.34	\$3.13

\* 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**

Signature *Craig Barker*  
 Printed Name Craig Barker  
 Date 10/15/2020

**AND Customer / Representative**

Signature *Phillippa M. Guthrie*  
 Printed Name Phillippa M. Guthrie  
 Date 11-4-20

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	\$1.42	\$1.71	15	\$46.91
<b>SECTION I - A - TOTALS</b>								<b>*ESTIMATED MONTHLY TOTAL COST</b>	<b>46.91</b>

\*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 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

<b>**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE</b>	
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	Existing Pole	15

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

**D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT\***

OTHER EQUIPMENT	
Quantity	Other Equipment Style
Other CU Quantity (Installs Only)	Other CU Description (Installs Only)

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

<p><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></p>	
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.



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



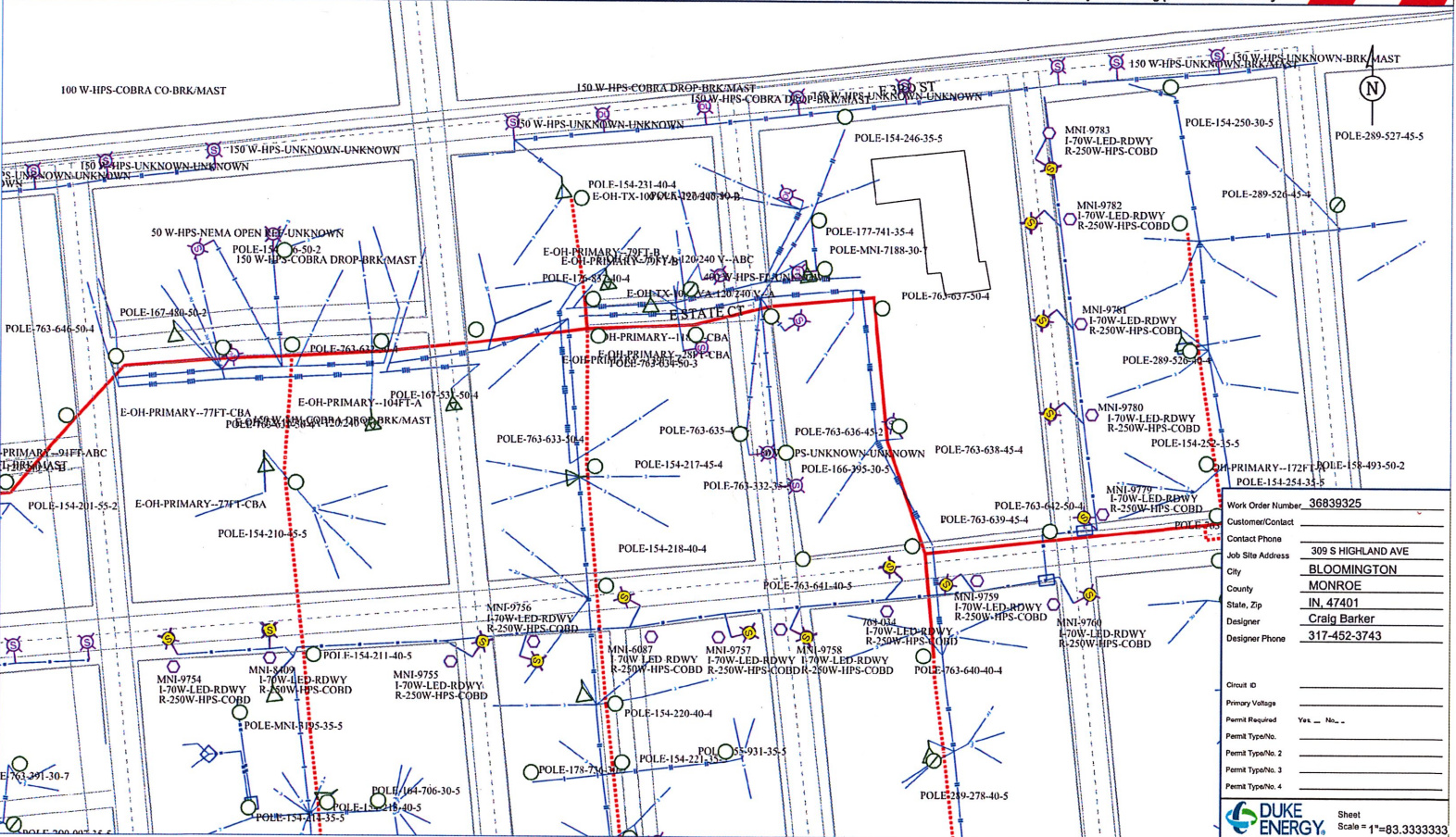
Safety Reminders / Adverse Conditions

7:  
 7:  
 7:



Work Zone General Comments: Double click to

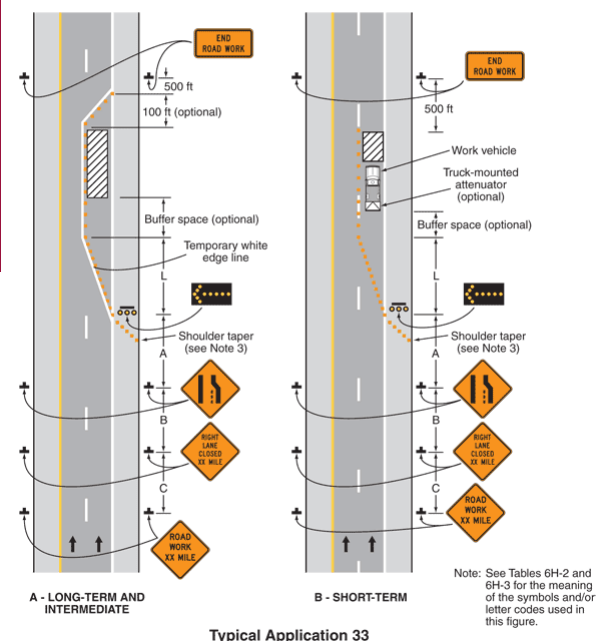
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.





[Back to Chapter 6H](#)  
2009 Edition Part 6 Figure 6H-33. Stationary Lane Closure on a Divided Highway (TA-33)

Figure 6H-33. Stationary Lane Closure on a Divided Highway (TA-33)



Typical Application 33

Figure 6H-33. Stationary Lane Closure on a Divided Highway (TA-33)

This figure illustrates two examples of stationary lane closure on a divided highway. A legend under the figure states that this is Typical Application 33. A note states "See [Tables 6H-2](#) and [6H-3](#) for the meaning of the symbols and/or letter codes used in this figure."

This figure shows two vertical examples of the two northbound lanes of a four-lane divided highway. Upward-pointing black arrows in the lanes denote the direction of traffic. A shoulder is shown to the left and right of each example. The shoulders are shown separated from the right lanes by a solid white line and from the left lanes by a solid yellow line. The two lanes in each example are shown separated from each other by a broken white line.

The first example is identified at the bottom of the figure as "A - LONG-TERM AND INTERMEDIATE." At the bottom of the figure and to the outside of both the left and right shoulders, a black inverted "T" is shown denoting a sign. The sign is shown as a diamond-shaped orange sign with a black border and the words "ROAD WORK XX MILE" in black. Beyond the sign, at a dimensioned distance C, another sign is shown to the outside of both shoulders. It is shown as a diamond-shaped orange sign with a black border and the words "RIGHT LANE CLOSED XX MILE" in black. Beyond this sign, at a dimensioned distance B, another sign is shown to the outside of both shoulders. It shows a thick, vertical straight line on the left; a thick, vertical line on the right that angles toward the left half way up; and a thin, short vertical dotted line between them that is the length of the vertical section of the line on the right, denoting a lane ends. Beyond this sign, a series of orange squares, denoting channelizing devices, is shown beginning at the far right edge of the right shoulder and tapering to the left to the white line separating the shoulder from the right lane. A leader arrow to a note states "Shoulder taper (see Note 3)." At the end of the shoulder taper, a horizontal rectangular black arrow panel with a yellow directional arrow pointing to the left is shown across the right shoulder. The arrow panel is shown at a dimensioned distance A from the lane ends symbol sign.

At this point, a series of channelizing devices is shown continuing to taper to the left to the broken white line for a dimensioned distance L. Just to the left of the devices for the length of the taper, a solid temporary white edge line is shown. The channelizing devices then are shown continuing straight along the broken white line through an undimensioned buffer space labeled optional. Just to the left of the channelizing devices, a temporary solid white edge line is shown on the pavement for the same distance. At the end of the buffer space, a vertical rectangle with black and white diagonal stripes is shown, denoting a work space. The channelizing devices are shown continuing along the left side of the work space adjacent to the temporary white edge line. Beyond the work space, the devices are shown beginning to taper to the right again and continuing to the solid white line separating the right lane from the shoulder for a dimensioned distance of 100 ft labeled optional. The temporary white edge line is shown just to the left of the devices as they continue past the work space and then taper to the right. Beyond the end of the taper at a dimensioned distance of 500 ft and to the outside of both shoulders, a horizontal rectangular orange sign with a black border is shown with the words "END ROAD WORK" in black.

The second example is identified at the bottom of the figure as "B - SHORT-TERM." At the bottom of the figure and to the outside of both the left and right shoulders, a black inverted "T" is shown denoting a sign. The sign is shown as a Road Work XX Mile sign. Beyond the sign, at a dimensioned distance C, another sign is shown to the outside of both shoulders. It is shown as a Right Lane Closed XX Mile sign. Beyond this sign, at a dimensioned distance B, another sign is shown to outside of both shoulders. The sign is shown as a lane ends symbol sign with the right lane tapering to the left. Beyond this sign, a series of channelizing devices is shown beginning at the far right edge of the right shoulder and tapering to the left to the white line separating the shoulder from the right lane. A leader arrow to a note states "Shoulder taper (see Note 3)." At the end of the shoulder taper, a horizontal rectangular black arrow panel with a yellow directional arrow pointing to the left is shown across the right shoulder. The arrow panel is shown as a dimensioned distance A from the lane ends symbol sign.

At this point, a series of channelizing devices is shown continuing to taper to the left to the broken white line for a dimensioned distance L. The channelizing devices then are shown continuing straight along the broken white line through an undimensioned buffer space labeled optional. At the end of the buffer space, a work vehicle with a truck-mounted attenuator labeled optional is shown in advance of a work space. The channelizing devices are shown continuing and ending at the end of the work space. Beyond the work space, at a dimensioned distance of 500 ft, an End Road Work sign is shown to the outside of both shoulders.

[Back to Chapter 6H](#)



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
<b>Department 01 - Animal Shelter</b>				
<b>Program 010000 - Main</b>				
<b>Account 43430 - Animal Adoption Fees</b>				
Christian Bosworth	01-refund adoption fee-canine-2/3/21		02/19/2021	75.00
	<b>Account 43430 - Animal Adoption Fees Totals</b>	<b>Invoice 1</b>		<u>\$75.00</u>
		Transactions		
<b>Account 52210 - Institutional Supplies</b>				
4586 - Hill's Pet Nutrition Sales, INC	01-prescription dog allergen food-1/29/21		02/19/2021	68.27
4586 - Hill's Pet Nutrition Sales, INC	01-feline & kitten food-1/29/21		02/19/2021	215.94
4574 - John Deere Financial (Rural King)	01-laundry soap-1/22/21		02/19/2021	7.99
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-1/23/21		02/19/2021	299.50
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L), tongue depressors 1/29/21		02/19/2021	34.25
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L),pain meds 1/8/21		02/19/2021	59.76
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L), pheromone anxiety treatment-1/13/21		02/19/2021	87.02
4633 - Midwest Veterinary Supply, INC	01-partnership program rebate 1/13/21		02/19/2021	(172.18)
4633 - Midwest Veterinary Supply, INC	01-antifungals, syringes, vinyl exam gloves, pet spray-1/21/21		02/19/2021	367.93
4633 - Midwest Veterinary Supply, INC	01-syringes, vinyl exam gloves (L & XL) 1/21/21		02/19/2021	253.76
4633 - Midwest Veterinary Supply, INC	01-liver supplement for dogs 1/25/21		02/19/2021	206.99
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L & XL) 1/13/21		02/19/2021	176.46
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L & XL) 1/8/21		02/19/2021	176.46



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

4137 - Patterson Veterinary Supply, INC	01-antibiotics, pain relief meds 1/21/21	02/19/2021	449.05
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-antibiotics 1/27/21	02/19/2021	86.40
4666 - Zoetis, INC	01-feline vaccines-Felocell 3 RCP 25	02/19/2021	288.00
4666 - Zoetis, INC	01-canine vaccines-Vanguard Rapid Resp 3 SF 25	02/19/2021	481.50
Account <b>52210 - Institutional Supplies</b> Totals		Invoice 17 Transactions	<hr/> \$3,087.10
<b>Account 52310 - Building Materials and Supplies</b>			
409 - Black Lumber Co. INC	01-FRP panels and mastic-1/28/21	02/19/2021	653.65
394 - Kleindorfer Hardware & Variety	01-1 box of bolts	02/19/2021	23.94
Account <b>52310 - Building Materials and Supplies</b> Totals		Invoice 2 Transactions	<hr/> \$677.59
<b>Account 52420 - Other Supplies</b>			
5819 - Synchrony Bank	01-livestock sorting paddle	02/19/2021	24.99
5819 - Synchrony Bank	06-Hand sanitizer for auto dispensers (2)	02/19/2021	65.87
Account <b>52420 - Other Supplies</b> Totals		Invoice 2 Transactions	<hr/> \$90.86
<b>Account 52430 - Uniforms and Tools</b>			
4832 - Animal Care Equipment & Services, LLC	01-Duty Gloves for Dog Groups/Tasks-inc. s/h	02/19/2021	162.57
Account <b>52430 - Uniforms and Tools</b> Totals		Invoice 1 Transactions	<hr/> \$162.57
<b>Account 53130 - Medical</b>			
6529 - BloomingPaws, LLC	01-emergency services-12/11-12/14/20	02/19/2021	506.67
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 1/4-1/28/21	02/19/2021	4,248.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-s/n surgery, x-rays, other surgeries/diagnostics 1/26/21	02/19/2021	760.63
Account <b>53130 - Medical</b> Totals		Invoice 3 Transactions	<hr/> \$5,515.30



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

**Account 53510 - Electrical Services**

223 - Duke Energy	19-CH/off site facilities-electric summary bill- 11/4-12/8/20	BC 2010-23	02/10/2021	1,199.45
223 - Duke Energy	19-CH/off site facilities-electric summary bill- 1/16/21	BC 2010-23	02/10/2021	1,632.21
			Account <b>53510 - Electrical Services</b> Totals	Invoice 2
				Transactions
				<hr/> \$2,831.66

**Account 53530 - Water and Sewer**

208 - City Of Bloomington Utilities	19-ACC-water/sewer bill - January 2021		02/10/2021	429.24
			Account <b>53530 - Water and Sewer</b> Totals	Invoice 1
				Transactions
				<hr/> \$429.24

**Account 53540 - Natural Gas**

222 - Vectren	19-ACC-gas bill 1/5-2/2/21		02/19/2021	433.38
			Account <b>53540 - Natural Gas</b> Totals	Invoice 1
				Transactions
				<hr/> \$433.38

**Account 53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)	01-Repair of Furnace @ ACC Inv# W63062	BC 2020-75	02/19/2021	1,297.37
392 - Koorsen Fire & Security, INC	01-Annual Fire Extinguisher Inspection @ ACC	BC 2019-126	02/19/2021	239.95
			Account <b>53610 - Building Repairs</b> Totals	Invoice 2
				Transactions
				<hr/> \$1,537.32

**Account 53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	01-National Animal Care & Control Assoc.2021 Dues		02/19/2021	150.00
			Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1
				Transactions
				<hr/> \$150.00
			Program <b>010000 - Main</b> Totals	Invoice 33
				Transactions
				<hr/> \$14,990.02

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

**Account 53130 - Medical**

6529 - BloomingPaws, LLC	01-HTW treatment-10/5/20		02/19/2021	255.90
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# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

175 - Monroe County Humane Association, INC	01-follow up eye exam-1/29/21	02/19/2021	15.00
175 - Monroe County Humane Association, INC	01-bloodwork, x-ray, eye exam-1/22/21	02/19/2021	95.50
	Account <b>53130 - Medical</b> Totals	Invoice 3	<u>\$366.40</u>
		Transactions	
	Program <b>010001 - Donations Over \$5K</b> Totals	Invoice 3	<u>\$366.40</u>
		Transactions	
	Department <b>01 - Animal Shelter</b> Totals	Invoice 36	<u>\$15,356.42</u>
		Transactions	
<b>Department 02 - Public Works</b>			
<b>Program 020000 - Main</b>			
<b>Account 53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	02-APWA Construction Inspection Manual	02/19/2021	108.34
	Account <b>53160 - Instruction</b> Totals	Invoice 1	<u>\$108.34</u>
		Transactions	
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>			
7539 - ReCollect Systems INC	02-Sanitation Services Software Serv Agreement-BC 2020-100 12/7/20-12/6/21	02/19/2021	11,508.15
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	Invoice 1	<u>\$11,508.15</u>
		Transactions	
<b>Account 53210 - Telephone</b>			
1079 - AT&T	02-Radio circuits-phone charges 12/29/20- 1/28/21	02/10/2021	180.64
	Account <b>53210 - Telephone</b> Totals	Invoice 1	<u>\$180.64</u>
		Transactions	
<b>Account 54510 - Other Capital Outlays</b>			
7613 - Rebecca J Pittman	13-(02--Acuff Sidewalk Bond Refund @ 1002 W. Acuff Rd.)	02/19/2021	5,345.00
	Account <b>54510 - Other Capital Outlays</b> Totals	Invoice 1	<u>\$5,345.00</u>
		Transactions	
	Program <b>020000 - Main</b> Totals	Invoice 4	<u>\$17,142.13</u>
		Transactions	
<b>Program 02RCVR - Recover Forward</b>			



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

**Account 54310 - Improvements Other Than Building**

467 - Groomer Construction, INC	20- Concrete Services for Recover Forward- 12/30/20	BC 2020-63	02/19/2021	49,980.40
<b>Account 54310 - Improvements Other Than Building Totals</b>				Invoice 1 Transactions \$49,980.40
<b>Program 02RCVR - Recover Forward Totals</b>				Invoice 1 Transactions \$49,980.40
<b>Department 02 - Public Works Totals</b>				Invoice 5 Transactions \$67,122.53

**Department 03 - City Clerk**

**Program 030000 - Main**

**Account 52420 - Other Supplies**

5819 - Synchrony Bank	03-kwmobile TPU Silicone cell phone case- 11/23/20		02/19/2021	8.99
5819 - Synchrony Bank	03-Ottberbox defender series cell phone case- 11/23/20		02/19/2021	40.65
<b>Account 52420 - Other Supplies Totals</b>				Invoice 2 Transactions \$49.64
<b>Program 030000 - Main Totals</b>				Invoice 2 Transactions \$49.64
<b>Department 03 - City Clerk Totals</b>				Invoice 2 Transactions \$49.64

**Department 04 - Economic & Sustainable Dev**

**Program 040000 - Main**

**Account 52110 - Office Supplies**

6530 - Office Depot, INC	04-laminating pouches		02/19/2021	3.68
6530 - Office Depot, INC	04-stamps		02/19/2021	13.81
<b>Account 52110 - Office Supplies Totals</b>				Invoice 2 Transactions \$17.49

**Account 52420 - Other Supplies**

5819 - Synchrony Bank	04 - OtterBox Defender Case for Departmental Cell Phone		02/19/2021	39.93
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# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

	Account <b>52420 - Other Supplies</b> Totals	Invoice 1 Transactions	\$39.93
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops</b>			
3560 - First Financial Bank / Credit Cards	04 - Legislative Preview 2021 Event	02/19/2021	10.00
3560 - First Financial Bank / Credit Cards	04 - IU Uplands Winter Food Conference (Beyer)	02/19/2021	10.00
3560 - First Financial Bank / Credit Cards	04 - IU Uplands Winter Food Conference (Crowley)	02/19/2021	10.00
7214 - Pale Blue Dot, LLC	04 - Climate Vulnerability Assessment (50% of total)	02/19/2021	8,178.25
7558 - Soul Fire Farm Institute INC	04 - Uprooting Racism in the Food System Training	02/19/2021	4,000.00
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	Invoice 5 Transactions	\$12,208.25
<b>Account 53910 - Dues and Subscriptions</b>			
3560 - First Financial Bank / Credit Cards	04 - Monthly GoDaddy Subscription for Online Farmers Market	02/19/2021	6.99
3560 - First Financial Bank / Credit Cards	04 - Monthly Hootsuite Subscription for BEAD - 2021	02/19/2021	5.99
6805 - Greater Indiana Clean Cities, INC	04 - 2021 Membership (Leader Level)	02/19/2021	1,500.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 3 Transactions	\$1,512.98
	Program <b>040000 - Main</b> Totals	Invoice 11 Transactions	\$13,778.65
<b>Program 04RCVR - Recover Foward</b>			
<b>Account 53960 - Grants</b>			
7628 - Bloomington Farm Stop Collective INC	04 - Addendum to Recover Forward Grant Agreement - Farm Stop	02/19/2021	113,000.00
7545 - Big Boy's Moving LLC (BBM Services)	04 - Cooperation Services Agreement with Big Boys Moving	BC 2020-79 02/19/2021	2,851.77
	Account <b>53960 - Grants</b> Totals	Invoice 2 Transactions	\$115,851.77
	Program <b>04RCVR - Recover Foward</b> Totals	Invoice 2 Transactions	\$115,851.77
	Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Invoice 13 Transactions	\$129,630.42



Department **05 - Common Council**

Program **050000 - Main**

Account **52410 - Books**

3956 - West Publishing Corporation (Thomson Reuters)	10-West Complete Library Subscription 2/1-12/31/21	02/19/2021	2,313.49
	Account <b>52410 - Books</b> Totals	Invoice 1	<hr/> \$2,313.49
		Transactions	

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

3560 - First Financial Bank / Credit Cards	05 - AIM - Redistricting Webinar - S. Lucas	02/19/2021	25.00
	Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	Invoice 1	<hr/> \$25.00
		Transactions	

Account **53960 - Grants**

1138 - BCT Management, INC	05- BCT Programming Support-Q1 2021	02/19/2021	13,750.00
	Account <b>53960 - Grants</b> Totals	Invoice 1	<hr/> \$13,750.00
		Transactions	
	Program <b>050000 - Main</b> Totals	Invoice 3	<hr/> \$16,088.49
		Transactions	
	Department <b>05 - Common Council</b> Totals	Invoice 3	<hr/> \$16,088.49
		Transactions	

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52420 - Other Supplies**

8002 - Safeguard Business Systems, INC	06-2020 1099 forms with envelopes	02/19/2021	177.89
	Account <b>52420 - Other Supplies</b> Totals	Invoice 1	<hr/> \$177.89
		Transactions	

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards	06-2021 Webinar classes for J Underwood (Wolters Kluwer)	02/19/2021	499.00
	Account <b>53160 - Instruction</b> Totals	Invoice 1	<hr/> \$499.00
		Transactions	

# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

**Account 53990 - Other Services and Charges**

910 - BKD, LLP	06- Internal Control	02/19/2021	3,328.00
5648 - Reedy Financial Group, PC	06- Financial Planning Prep	02/19/2021	9,720.48
5648 - Reedy Financial Group, PC	06 Financial Service TIF	02/19/2021	7,996.66

Account <b>53990 - Other Services and Charges</b> Totals	Invoice 3	\$21,045.14
	Transactions	
Program <b>060000 - Main</b> Totals	Invoice 5	\$21,722.03
	Transactions	
Department <b>06 - Controller's Office</b> Totals	Invoice 5	\$21,722.03
	Transactions	

**Department 07 - Engineering**

**Program 070000 - Main**

**Account 52420 - Other Supplies**

5819 - Synchrony Bank	07-HDMI to DV cable-Kopper-12/29/20	02/19/2021	7.99
5819 - Synchrony Bank	07-Otterbox cellphone case, Apple power adapter-Cibor-12/30/20	02/19/2021	58.93
	Account <b>52420 - Other Supplies</b> Totals	Invoice 2	\$66.92
		Transactions	

**Account 53220 - Postage**

3560 - First Financial Bank / Credit Cards	07-Shipping Fees for Cibor Laptop/cellphone-1/6/21	02/19/2021	133.33
	Account <b>53220 - Postage</b> Totals	Invoice 1	\$133.33
		Transactions	

**Account 53310 - Printing**

3892 - Midwest Color Printing, INC	07-250 business cards-P. Dierkes	02/19/2021	41.50
	Account <b>53310 - Printing</b> Totals	Invoice 1	\$41.50
		Transactions	
	Program <b>070000 - Main</b> Totals	Invoice 4	\$241.75
		Transactions	
	Department <b>07 - Engineering</b> Totals	Invoice 4	\$241.75
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Department **09 - CFRD**

Program **090000 - Main**

Account **52420 - Other Supplies**

5819 - Synchrony Bank	09-Square Contactless and Chip Reader	02/19/2021	41.78
	Account <b>52420 - Other Supplies</b> Totals	Invoice 1	<u>\$41.78</u>
		Transactions	

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards	09-Registration for BCA to attend 2021 Prosperity Indiana Summit	02/19/2021	175.00
	Account <b>53160 - Instruction</b> Totals	Invoice 1	<u>\$175.00</u>
		Transactions	

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	09-VolunteerPro 2021 Annual Membership fee	02/19/2021	250.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	<u>\$250.00</u>
		Transactions	
	Program <b>090000 - Main</b> Totals	Invoice 3	<u>\$466.78</u>
		Transactions	
	Department <b>09 - CFRD</b> Totals	Invoice 3	<u>\$466.78</u>
		Transactions	

Department **10 - Legal**

Program **100000 - Main**

Account **52410 - Books**

4253 - American Law Institute (ALI CLE)	10-Subscription-Practical Real Estate Lawyer (plus online)	02/19/2021	99.00
3956 - West Publishing Corporation (Thomson Reuters)	10-West Complete Library Subscription 2/1-12/31/21	02/19/2021	11,295.27
	Account <b>52410 - Books</b> Totals	Invoice 2	<u>\$11,394.27</u>
		Transactions	

Account **53120 - Special Legal Services**

7107 - Jawn J Bauer (Bauer & Densford)	10-Jones case-12/11/20-1/28/21	02/19/2021	162.50
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# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Account <b>53120 - Special Legal Services</b> Totals		Invoice 1	\$162.50
		Transactions	
Account <b>53160 - Instruction</b>			
3560 - First Financial Bank / Credit Cards	1-Wheeler-American water works seminar- 1/21/21	02/19/2021	45.00
1409 - Monroe County Bar Association	10-2021 Monroe County Bench Bar Conf-Dixon	02/19/2021	100.00
Account <b>53160 - Instruction</b> Totals		Invoice 2	\$145.00
		Transactions	
Account <b>53910 - Dues and Subscriptions</b>			
1409 - Monroe County Bar Association	10-2021Dues Monroe County Bar-5 attorneys	02/19/2021	160.00
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 1	\$160.00
		Transactions	
Program <b>100000 - Main</b> Totals		Invoice 6	\$11,861.77
		Transactions	
Program <b>101000 - Human Rights</b>			
Account <b>52410 - Books</b>			
6022 - Simplify Compliance Holdings, LLC (BLR)	10-ADA Compliance Guide	02/19/2021	536.99
Account <b>52410 - Books</b> Totals		Invoice 1	\$536.99
		Transactions	
Account <b>53910 - Dues and Subscriptions</b>			
1409 - Monroe County Bar Association	10-2021Dues Monroe County Bar-5 attorneys	02/19/2021	40.00
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 1	\$40.00
		Transactions	
Program <b>101000 - Human Rights</b> Totals		Invoice 2	\$576.99
		Transactions	
Department <b>10 - Legal</b> Totals		Invoice 8	\$12,438.76
		Transactions	
Department <b>11 - Mayor's Office</b>			
Program <b>110000 - Main</b>			
Account <b>52420 - Other Supplies</b>			



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

5819 - Synchrony Bank

11-headset for Executive Assistant	02/19/2021	42.50
Account <b>52420 - Other Supplies</b> Totals	Invoice 1 Transactions	<hr/> \$42.50

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	11-registration for Legislative Preview (JH)	02/19/2021	10.00
3560 - First Financial Bank / Credit Cards	11-annual Traject plan (social media)	02/19/2021	1,188.00
3560 - First Financial Bank / Credit Cards	11-CASTR subscription for streaming	02/19/2021	39.99
Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 3 Transactions	<hr/> \$1,237.99	

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 1/4	02/19/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 1/7	02/19/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 1/12	02/19/2021	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's transcript 1/14	02/19/2021	3.75
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 1/18	02/19/2021	6.25
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 1/21	02/19/2021	3.75
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 1/25	02/19/2021	3.75
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 1/28	02/19/2021	3.75
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 8 Transactions	<hr/> \$36.25	
Program <b>110000 - Main</b> Totals	Invoice 12 Transactions	<hr/> \$1,316.74	
Department <b>11 - Mayor's Office</b> Totals	Invoice 12 Transactions	<hr/> \$1,316.74	

Department **12 - Human Resources**

Program **120000 - Main**





# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

**Account 52110 - Office Supplies**

6530 - Office Depot, INC	12-wall calendars \$59.97	02/19/2021	59.97
Account <b>52110 - Office Supplies</b> Totals		Invoice 1	\$59.97
		Transactions	

**Account 53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	12-SCIHRA Dues 2021	02/19/2021	180.00
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 1	\$180.00
		Transactions	

**Account 53990 - Other Services and Charges**

7268 - Raftelis Financial Consultants, INC	12-Org Assessment OOTM/Board and Commissions	02/19/2021	5,470.00
7268 - Raftelis Financial Consultants, INC	12 Novak Contract for ESD & HAND \$36,200	02/19/2021	13,892.50
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2	\$19,362.50
		Transactions	
Program <b>120000 - Main</b> Totals		Invoice 4	\$19,602.47
		Transactions	
Department <b>12 - Human Resources</b> Totals		Invoice 4	\$19,602.47
		Transactions	

**Department 13 - Planning**

**Program 130000 - Main**

**Account 53990 - Other Services and Charges**

7547 - CallNet Call Center Services INC	Answering Service for P&T 1/4-1/31/21	02/19/2021	995.00
7547 - CallNet Call Center Services INC	Answering Service for P&T 2/1-2/28/21	02/19/2021	1,383.64
Account <b>53990 - Other Services and Charges</b> Totals		Invoice 2	\$2,378.64
		Transactions	
Program <b>130000 - Main</b> Totals		Invoice 2	\$2,378.64
		Transactions	
Department <b>13 - Planning</b> Totals		Invoice 2	\$2,378.64
		Transactions	

**Department 19 - Facilities Maintenance**



CITY OF BLOOMINGTON INDIANA

# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Program **190000 - Main**

Account **52210 - Institutional Supplies**

5819 - Synchrony Bank	19 - Thermometer		02/19/2021	116.60
5819 - Synchrony Bank	19-Forehead Thermometers for City Hall Employees for COVID		02/19/2021	639.60
Account <b>52210 - Institutional Supplies</b> Totals			Invoice 2	\$756.20
			Transactions	

Account **52310 - Building Materials and Supplies**

409 - Black Lumber Co. INC	19-6.0 amp 18 volt battery and 18 volt jig saw at City Hall		02/19/2021	229.94
409 - Black Lumber Co. INC	19-AA, AAA,and D batteries + Toilet Seat at City Hall		02/19/2021	140.89
4574 - John Deere Financial (Rural King)	19-trash bags-1/14/21		02/19/2021	84.95
394 - Kleindorfer Hardware & Variety	19-3-4" joint knee, 1-2"Flex knee,4ft pull cord 2 A-37-A sloan		02/19/2021	139.58
5819 - Synchrony Bank	19 - Face masks for Covid-19 protection		02/19/2021	159.80
5819 - Synchrony Bank	19-Disposable Latex Free Gloves For Covid 19 protection		02/19/2021	133.20
Account <b>52310 - Building Materials and Supplies</b> Totals			Invoice 6	\$888.36
			Transactions	

Account **52430 - Uniforms and Tools**

5819 - Synchrony Bank	19- NOCO GB70 Jump Starter		02/19/2021	199.95
Account <b>52430 - Uniforms and Tools</b> Totals			Invoice 1	\$199.95
			Transactions	

Account **53510 - Electrical Services**

223 - Duke Energy	19-CH/off site facilities-electric summary bill- 11/4-12/8/20	BC 2010-23	02/10/2021	7,218.54
223 - Duke Energy	19-CH/off site facilities-electric summary bill- 1/16/21	BC 2010-23	02/10/2021	11,123.37
Account <b>53510 - Electrical Services</b> Totals			Invoice 2	\$18,341.91
			Transactions	

Account **53530 - Water and Sewer**



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

208 - City Of Bloomington Utilities

19-Graffiti Team-Temp Mtr-water/sewer bill- January 2021	02/10/2021	15.48
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208 - City Of Bloomington Utilities

19-City Hall-water/sewer bill - January 2021	02/10/2021	616.57
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Account <b>53530 - Water and Sewer</b> Totals	Invoice 2 Transactions	\$632.05
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**Account 53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)

19- Quarterly Maintenance Blanket	BC 2020--75	02/19/2021	1,968.00
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7402 - Nature's Way, INC

19- Plant Maintenance	BC 2020-85	02/19/2021	353.43
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Account <b>53610 - Building Repairs</b> Totals	Invoice 2 Transactions	\$2,321.43
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Program <b>190000 - Main</b> Totals	Invoice 15 Transactions	\$23,139.90
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Department <b>19 - Facilities Maintenance</b> Totals	Invoice 15 Transactions	\$23,139.90
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**Department 28 - ITS**

**Program 280000 - Main**

**Account 52420 - Other Supplies**

5819 - Synchrony Bank

28 - Plush fish - Phishing prizes October	02/19/2021	19.19
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5819 - Synchrony Bank

28 - Plush clown fish - Phishing prizes	02/19/2021	21.38
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Account <b>52420 - Other Supplies</b> Totals	Invoice 2 Transactions	\$40.57
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**Account 53160 - Instruction**

3560 - First Financial Bank / Credit Cards

28 - Desiree King Leadership at Lunch webinar	02/19/2021	15.00
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3560 - First Financial Bank / Credit Cards

28 - M. Crump-Leadership at Lunch webinar reg. fee	02/19/2021	15.00
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Account <b>53160 - Instruction</b> Totals	Invoice 2 Transactions	\$30.00
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**Account 53210 - Telephone**

1079 - AT&T

28-phone charges 11/20-12/19/20-#812 339- 2261 261 1	02/03/2021	5,788.42
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# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

1079 - AT&T	28-phone charges 12/20/20-1/19/21-#812 339-2261 261 1	02/03/2021	5,829.31
	Account <b>53210 - Telephone</b> Totals	Invoice 2	<hr/> \$11,617.73
		Transactions	

Account **53640 - Hardware and Software Maintenance**

5444 - Tyler Technologies, INC	06-Software Maintenance	02/19/2021	57,400.00
3989 - Ricoh USA, INC	28- Police Admin Copier maintenance-12/17/20-1/16/21	02/19/2021	23.25
3989 - Ricoh USA, INC	28-CH/off site fac.-copier maintenance - 12/17/20-1/16/21	02/19/2021	890.58
	Account <b>53640 - Hardware and Software Maintenance</b> Totals	Invoice 3	<hr/> \$58,313.83
		Transactions	

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	28-Zoom GB storage increase proration 12/20/20-1/18/21	02/19/2021	1.94
3560 - First Financial Bank / Credit Cards	28-Zoom Cloud Recording 500GB & 500 monthly participants fee	02/19/2021	290.00
3560 - First Financial Bank / Credit Cards	28 - Submittable Basic Monthly Subscription 1/27-2/27/21	02/19/2021	119.00
3560 - First Financial Bank / Credit Cards	28 - Google API - Jan 1-31, 2021	02/19/2021	.21
3560 - First Financial Bank / Credit Cards	28 - ConnectWise remote software	02/19/2021	640.00
3560 - First Financial Bank / Credit Cards	28 - Credit memo for sales tax refunded for Garmin Birdseye	02/19/2021	(8.40)
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 6	<hr/> \$1,042.75
		Transactions	

Account **54420 - Purchase of Equipment**

50972 - CDW, LLC	28 - Four OWL Pro Premium 360 units-1/26/21	02/19/2021	4,248.32
6530 - Office Depot, INC	28 - Laptop stand/riser	02/19/2021	30.55
53442 - Paragon Micro, INC	28 - Two Logitech webcams	02/19/2021	149.98
5819 - Synchrony Bank	28 - Otterbox cell phone case for Galaxy Note for Mark Freeman	02/19/2021	53.95
5819 - Synchrony Bank	28 - Bluetooth Lavalier lapel mic	02/19/2021	95.00



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

5819 - Synchrony Bank	28 - 2-pack 10 ft. AC ext. cord, 6 ft. floor cord protector	02/19/2021	37.83
5819 - Synchrony Bank	28 - One 25-pack Cat6 Keystone jacks, one 10-pack 2-port jacks	02/19/2021	34.87
5819 - Synchrony Bank	28 - Headsets, earbuds for M. Crump, C. England, A. Butcher	02/19/2021	477.27
5819 - Synchrony Bank	28 - Jabra noise cancelling headset, wireless	02/19/2021	145.18
5819 - Synchrony Bank	28 - Mic and headphone bundle for ITS training videos	02/19/2021	149.99
5819 - Synchrony Bank	28 - DP to HDMI 10 foot cable	02/19/2021	11.99
5819 - Synchrony Bank	28 - DP to HDMI adapter	02/19/2021	8.99
5819 - Synchrony Bank	28 - Ten 2-packs of 4K HFMI 6ft cables	02/19/2021	118.60
5819 - Synchrony Bank	28 - One Apple Thunderbolt 3 dock, one USB-C to DP cable	02/19/2021	53.99
Account <b>54420 - Purchase of Equipment</b> Totals		Invoice 14	<hr/> \$5,616.51
		Transactions	
Program <b>280000 - Main</b> Totals		Invoice 29	<hr/> \$76,661.39
		Transactions	
Department <b>28 - ITS</b> Totals		Invoice 29	<hr/> \$76,661.39
		Transactions	
Fund <b>101 - General Fund (S0101)</b> Totals		Invoice 141	<hr/> \$386,215.96
		Transactions	
 <b>Fund 103 - Restricted Donations(ord 05-17)</b>			
Department <b>06 - Controller's Office</b>			
Program <b>400401 - Sustainability</b>			
Account <b>53960 - Grants</b>			
7686 - Lake Monroe Water Fund	04 - Funding for Startup and Fundraising Campaign Expense	02/19/2021	1,000.00
Account <b>53960 - Grants</b> Totals		Invoice 1	<hr/> \$1,000.00
		Transactions	
Program <b>400401 - Sustainability</b> Totals		Invoice 1	<hr/> \$1,000.00
		Transactions	
Department <b>06 - Controller's Office</b> Totals		Invoice 1	<hr/> \$1,000.00
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Fund <b>103 - Restricted Donations(ord 05-17)</b> Totals	Invoice 1	\$1,000.00
	Transactions	

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

Department **05 - Common Council**

Program **05RCVR - Recover Forward**

Account **53960 - Grants**

15 - Big Brothers Big Sisters Of Monroe County INC

15-JH Grant Recover Forward-payroll expenses  
11/1/20-1/29/21

02/19/2021

15,000.00

18311 - New Leaf/New Life, INC

15-JH Recover Forward-payroll expenses 1/4-  
1/31/21

02/19/2021

2,138.56

Account **53960 - Grants** Totals

Invoice 2  
Transactions

\$17,138.56

Program **05RCVR - Recover Forward** Totals

Invoice 2  
Transactions

\$17,138.56

Department **05 - Common Council** Totals

Invoice 2  
Transactions

\$17,138.56

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

Invoice 2  
Transactions

\$17,138.56

Fund **312 - Community Services**

Department **09 - CFRD**

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

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards

09-Jotform subscription--Black History Month  
programming

02/19/2021

39.00

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

Invoice 1  
Transactions

\$39.00

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

Invoice 1  
Transactions

\$39.00

Program **090018 - CBVN**

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards

09-VolunteerPro 2021 Annual Membership fee

02/19/2021

249.00



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	\$249.00
	Transactions	
Program <b>090018 - CBVN</b> Totals	Invoice 1	\$249.00
	Transactions	

Program **G20009 - 2020 COVID Safe Recovery Site**

Account **53960 - Grants**

1618 - Shalom Community Center, INC	09-Monroe County Isolation Ctr-COVID19 expenses 8/18-11/24/20	02/11/2021	255,995.12
	Account <b>53960 - Grants</b> Totals	Invoice 1	\$255,995.12
		Transactions	
	Program <b>G20009 - 2020 COVID Safe Recovery Site</b> Totals	Invoice 1	\$255,995.12
		Transactions	
	Department <b>09 - CFRD</b> Totals	Invoice 3	\$256,283.12
		Transactions	
	Fund <b>312 - Community Services</b> Totals	Invoice 3	\$256,283.12
		Transactions	

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

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53640 - Hardware and Software Maintenance**

13482 - Northern Lights Locating & Inspection, INC	28-line location services-January 2021	02/19/2021	2,500.00
	Account <b>53640 - Hardware and Software Maintenance</b> Totals	Invoice 1	\$2,500.00
		Transactions	

Account **53750 - Rentals - Other**

12283 - Smithville Communications	25-401 N Morton-Internet service/telecom hotel rental-Feb. 21'	02/19/2021	1,614.27
	Account <b>53750 - Rentals - Other</b> Totals	Invoice 1	\$1,614.27
		Transactions	

Account **54420 - Purchase of Equipment**

5534 - Presidio Holdings, INC	28 - Network Refresh Phase I-1/22/21	02/19/2021	452.91
5534 - Presidio Holdings, INC	28 - Network Refresh Phase I-1/16/21	02/19/2021	33,426.56



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

		Invoice 2		\$33,879.47
Account <b>54420 - Purchase of Equipment</b> Totals		Transactions		
Program <b>254000 - Infrastructure</b> Totals		Invoice 4		\$37,993.74
		Transactions		
 Program <b>256000 - Services</b>				
 Account <b>53150 - Communications Contract</b>				
4170 - Comcast Cable Communications, INC	25-3940 N Kinser Pike-Internet & TV-2/21-3/20/21		02/19/2021	151.33
12283 - Smithville Communications	25-401 N Morton-Internet service/telecom hotel rental-Feb. 21'		02/19/2021	1,375.00
	Account <b>53150 - Communications Contract</b> Totals	Invoice 2		\$1,526.33
		Transactions		
 Account <b>53980 - Community Access TV/Radio</b>				
64 - Monroe County Public Library	28-CATS-January thru March 2021	BC 2021-27	02/19/2021	112,823.50
	Account <b>53980 - Community Access TV/Radio</b> Totals	Invoice 1		\$112,823.50
		Transactions		
	Program <b>256000 - Services</b> Totals	Invoice 3		\$114,349.83
		Transactions		
	Department <b>25 - Telecommunications</b> Totals	Invoice 7		\$152,343.57
		Transactions		
	Fund <b>401 - Non-Reverting Telecom (S1146)</b> Totals	Invoice 7		\$152,343.57
		Transactions		
 Fund <b>450 - Local Road and Street(S0706)</b>				
Department <b>20 - Street</b>				
Program <b>200000 - Main</b>				
Account <b>53520 - Street Lights / Traffic Signals</b>				
223 - Duke Energy	02-821 W. 6th Street-Crosswalk-elec. chgs 8/21-9/22/20		02/10/2021	11.41
223 - Duke Energy	02-821 W. 6th Street-Crosswalk-elec. chgs 9/22-10/21/20		02/10/2021	11.41
223 - Duke Energy	02-308 N. Rogers-Crosswalk-elec. chgs 12/28/20-1/28/21	BC 2019-99	02/19/2021	10.85
	Account <b>53520 - Street Lights / Traffic Signals</b> Totals	Invoice 3		\$33.67
		Transactions		





# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Program <b>200000 - Main</b> Totals		Invoice 3	\$33.67
		Transactions	
Department <b>20 - Street</b> Totals		Invoice 3	\$33.67
		Transactions	
Fund <b>450 - Local Road and Street(S0706)</b> Totals		Invoice 3	\$33.67
		Transactions	
Fund <b>451 - Motor Vehicle Highway(S0708)</b>			
Department <b>20 - Street</b>			
Program <b>200000 - Main</b>			
Account <b>52210 - Institutional Supplies</b>			
313 - Fastenal Company	20-safety supplies-gloves, earplugs-12/30/20	02/19/2021	97.94
313 - Fastenal Company	20-safety supplies-gloves-1/15/21	02/19/2021	75.84
313 - Fastenal Company	20-safety supplies-gloves-1/20/21	02/19/2021	78.38
313 - Fastenal Company	20-safety supplies-gloves, earplugs-1/27/21	02/19/2021	63.61
Account <b>52210 - Institutional Supplies</b> Totals		Invoice 4	\$315.77
		Transactions	
Account <b>52420 - Other Supplies</b>			
409 - Black Lumber Co. INC	20-hand spreader (salt) for alleys downtown	02/19/2021	59.97
394 - Kleindorfer Hardware & Variety	20-mailbox repair-house numbers	02/19/2021	5.94
394 - Kleindorfer Hardware & Variety	20-Ratchet straps sets (2)	02/19/2021	77.98
394 - Kleindorfer Hardware & Variety	20-75ft hose & nozzle for brine tank	02/19/2021	81.98
394 - Kleindorfer Hardware & Variety	20-Supply hoses for salt barn	02/19/2021	58.40
394 - Kleindorfer Hardware & Variety	20-Carriage bolts & nuts for brine machine	02/19/2021	3.70
Account <b>52420 - Other Supplies</b> Totals		Invoice 6	\$287.97
		Transactions	
Account <b>53250 - Paggers</b>			



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

332 - Indiana Paging Network, INC

20-Paging Service for Snow Control-March 2021		02/19/2021	87.26
	Account <b>53250 - Pagers</b> Totals	Invoice 1 Transactions	<hr/> \$87.26

**Account 53510 - Electrical Services**

223 - Duke Energy	19-CH/off site facilities-electric summary bill-11/4-12/8/20	BC 2010-23	02/10/2021	302.31
223 - Duke Energy	19-CH/off site facilities-electric summary bill-1/16/21	BC 2010-23	02/10/2021	493.44
	Account <b>53510 - Electrical Services</b> Totals	Invoice 2 Transactions	<hr/> \$795.75	

**Account 53530 - Water and Sewer**

208 - City Of Bloomington Utilities	19-Street Dept Fire Hydrant-water/sewer bill-January 2021		02/10/2021	41.84
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-January 2021		02/10/2021	236.43
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-January 2021		02/10/2021	46.43
	Account <b>53530 - Water and Sewer</b> Totals	Invoice 3 Transactions	<hr/> \$324.70	

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

19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-1/27/21	BC 2009-52	02/19/2021	13.10
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-1/27/21		02/19/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-2/3/21	BC 2009-52	02/19/2021	13.10
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-2/3/21		02/19/2021	34.28
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice 4 Transactions	<hr/> \$94.76	
	Program <b>200000 - Main</b> Totals	Invoice 20 Transactions	<hr/> \$1,906.21	
	Department <b>20 - Street</b> Totals	Invoice 20 Transactions	<hr/> \$1,906.21	
	Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals	Invoice 20 Transactions	<hr/> \$1,906.21	

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



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Department **26 - Parking**

Program **260000 - Main**

Account **52310 - Building Materials and Supplies**

5819 - Synchrony Bank	452 - Non Slip Stair Treads		02/19/2021	90.89
Account <b>52310 - Building Materials and Supplies</b> Totals			Invoice 1	<hr/> \$90.89
			Transactions	

Account **53510 - Electrical Services**

223 - Duke Energy	19-CH/off site facilities-electric summary bill- 11/4-12/8/20	BC 2010-23	02/10/2021	2,563.19
223 - Duke Energy	19-CH/off site facilities-electric summary bill- 1/16/21	BC 2010-23	02/10/2021	2,808.96
Account <b>53510 - Electrical Services</b> Totals			Invoice 2	<hr/> \$5,372.15
			Transactions	

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-January 2021		02/10/2021	47.56
Account <b>53530 - Water and Sewer</b> Totals			Invoice 1	<hr/> \$47.56
			Transactions	

Account **53840 - Lease Payments**

512 - 7th & Walnut , LLC	26-Walnut St Garage-March 2021 garage rent		02/19/2021	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-March 2021 garage rent		02/19/2021	38,035.85
Account <b>53840 - Lease Payments</b> Totals			Invoice 2	<hr/> \$56,795.83
			Transactions	
Program <b>260000 - Main</b> Totals			Invoice 6	<hr/> \$62,306.43
			Transactions	
Department <b>26 - Parking</b> Totals			Invoice 6	<hr/> \$62,306.43
			Transactions	
Fund <b>452 - Parking Facilities(S9502)</b> Totals			Invoice 6	<hr/> \$62,306.43
			Transactions	

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

Department **02 - Public Works**



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

**Program 020000 - Main**

**Account 43170.0004 - Residential Neighborhood Permits Zone # 4**

Monroe County Public Library	26-refund employee permit McDermott-Sipe (emp. left)	02/19/2021	106.00
Account <b>43170.0004 - Residential Neighborhood Permits Zone # 4</b> Totals			Invoice 1 Transactions
			\$106.00

**Account 53110 - Engineering and Architectural**

399 - American Structurepoint, INC	13-7th St Protected Bike Lane Imp-serv. 12/1- 12/31/20	BC 2020-36	02/19/2021	770.30
Account <b>53110 - Engineering and Architectural</b> Totals			Invoice 1 Transactions	\$770.30
Program <b>020000 - Main</b> Totals			Invoice 2 Transactions	\$876.30
Department <b>02 - Public Works</b> Totals			Invoice 2 Transactions	\$876.30

**Department 13 - Planning**

**Program 130000 - Main**

**Account 53110 - Engineering and Architectural**

399 - American Structurepoint, INC	13-7th St Protected Bike Lane Imp-serv. 12/1- 12/31/20	BC 2020-36	02/19/2021	11,233.60
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Neighborhood Greenways-Inv. date 1/22/21	BC 2020-106	02/19/2021	5,754.95
10081 - Strand Associates, INC	13-Crosswalk Imp. Proj (HSIP)-serv. 11/1- 12/31/20	BC 2019-56	02/19/2021	1,812.81
Account <b>53110 - Engineering and Architectural</b> Totals			Invoice 3 Transactions	\$18,801.36
Program <b>130000 - Main</b> Totals			Invoice 3 Transactions	\$18,801.36
Department <b>13 - Planning</b> Totals			Invoice 3 Transactions	\$18,801.36

**Department 26 - Parking**

**Program 260000 - Main**

**Account 53210 - Telephone**



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

1838 - Verizon Wireless

26-cell phone charges 12/24/20-1/23/21	02/03/2021	81.16
Account <b>53210 - Telephone</b> Totals	Invoice 1	<u>\$81.16</u>
	Transactions	

Account **53990 - Other Services and Charges**

204 - State Of Indiana

26-annual fee for BMV access	02/10/2021	47.50
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	<u>\$47.50</u>
	Transactions	
Program <b>260000 - Main</b> Totals	Invoice 2	<u>\$128.66</u>
	Transactions	
Department <b>26 - Parking</b> Totals	Invoice 2	<u>\$128.66</u>
	Transactions	
Fund <b>454 - Alternative Transport(S6301)</b> Totals	Invoice 7	<u>\$19,806.32</u>
	Transactions	

Fund **456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**

Account **53990 - Other Services and Charges**

467 - Groomer Construction, INC

20- Sidewalk Repair Project Contract 2020-10/14/20	BC 2020-63	02/19/2021	149,953.30
Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1		<u>\$149,953.30</u>
	Transactions		
Program <b>200000 - Main</b> Totals	Invoice 1		<u>\$149,953.30</u>
	Transactions		
Department <b>20 - Street</b> Totals	Invoice 1		<u>\$149,953.30</u>
	Transactions		
Fund <b>456 - MVH Restricted</b> Totals	Invoice 1		<u>\$149,953.30</u>
	Transactions		

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

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53810 - Principal**



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

5232 - The Huntington National Bank	06-2016 General Obligation Bond 2016A	02/03/2021	35,000.00
5232 - The Huntington National Bank	06-2016 General Obligation Bond 2016B	02/03/2021	15,000.00
5232 - The Huntington National Bank	06-2016 General Obligation Bond 2016D	02/03/2021	20,000.00
5232 - The Huntington National Bank	06-2016 General Obligation Bond 2016E	02/03/2021	60,000.00
5232 - The Huntington National Bank	06-2016 General Obligation Bond 2016F	02/03/2021	20,000.00
5232 - The Huntington National Bank	06-2016 General Obligation Bond 2016G	02/03/2021	70,000.00
5232 - The Huntington National Bank	06-2016 General Obligation Bond 2016H	02/03/2021	10,000.00
<b>Account 53810 - Principal Totals</b>		Invoice 7 Transactions	\$230,000.00
<b>Account 53820 - Interest</b>			
5232 - The Huntington National Bank	06-2016 General Obligation Bond 2016A	02/03/2021	26,150.00
5232 - The Huntington National Bank	06-2016 General Obligation Bond 2016B	02/03/2021	28,175.00
5232 - The Huntington National Bank	06-2016 General Obligation Bond 2016C	02/03/2021	39,493.75
5232 - The Huntington National Bank	06-2016 General Obligation Bond 2016D	02/03/2021	14,825.00
5232 - The Huntington National Bank	06-2016 General Obligation Bond 2016E	02/03/2021	27,293.75
5232 - The Huntington National Bank	06-2016 General Obligation Bond 2016F	02/03/2021	7,856.25
5232 - The Huntington National Bank	06-2016 General Obligation Bond 2016G	02/03/2021	15,900.00
5232 - The Huntington National Bank	06-2016 General Obligation Bond 2016H	02/03/2021	6,793.75
<b>Account 53820 - Interest Totals</b>		Invoice 8 Transactions	\$166,487.50
<b>Program 060000 - Main Totals</b>		Invoice 15 Transactions	\$396,487.50
<b>Department 06 - Controller's Office Totals</b>		Invoice 15 Transactions	\$396,487.50
<b>Fund 519 - 2016 GO Bonds Bond #2 (S0182) Totals</b>		Invoice 15 Transactions	\$396,487.50



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

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

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53810 - Principal**

5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BOND SERIES 2016	02/03/2021	25,000.00
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BOND SERIES 2016	02/03/2021	40,000.00
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BOND SERIES 2016	02/03/2021	20,000.00
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BOND SERIES 2016	02/03/2021	30,000.00
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BOND SERIES 2016	02/03/2021	40,000.00

Account <b>53810 - Principal</b> Totals	Invoice 5	\$155,000.00
	Transactions	

Account **53820 - Interest**

5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BOND SERIES 2016	02/03/2021	15,134.38
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BOND SERIES 2016	02/03/2021	26,675.00
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BOND SERIES 2016	02/03/2021	11,406.25
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BOND SERIES 2016	02/03/2021	20,828.13
5232 - The Huntington National Bank	06-INDIANA PARK DISTRICT BOND SERIES 2016	02/03/2021	26,990.63

Account <b>53820 - Interest</b> Totals	Invoice 5	\$101,034.39
	Transactions	

Program <b>060000 - Main</b> Totals	Invoice 10	\$256,034.39
	Transactions	

Department <b>06 - Controller's Office</b> Totals	Invoice 10	\$256,034.39
	Transactions	

Fund <b>520 - 2016 Parks GO Bond #3 (S0183)</b> Totals	Invoice 10	\$256,034.39
	Transactions	

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



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Department **02 - Public Works**

Program **020000 - Main**

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

50944 - Cargill Deicing Techno	20-de-icing salt-129.46 tons-1/28/21	BC 2020-15	02/19/2021	12,222.33
50944 - Cargill Deicing Techno	20-de-icing salt-220.49 tons-1/29/21	BC 2020-15	02/19/2021	20,816.46
50944 - Cargill Deicing Techno	20-de-icing salt-179.71 tons-2/1/21	BC 2020-15	02/19/2021	16,966.42
50944 - Cargill Deicing Techno	20-de-icing salt-269.47 tons-2/2/21	BC 2020-15	02/19/2021	25,440.65
50944 - Cargill Deicing Techno	20-de-icing salt-200.13 tons-2/3/21	BC 2020-15	02/19/2021	18,894.28
50944 - Cargill Deicing Techno	20-de-icing salt-55.59 tons-2/3/21	BC 2020-15	02/19/2021	5,248.25
50944 - Cargill Deicing Techno	20-de-icing salt-237.15 tons-2/4/21	BC 2020-15	02/19/2021	22,389.33

Account **52330 - Street , Alley, and Sewer Material** Totals Invoice 7 Transactions \$121,977.72

Account **53990 - Other Services and Charges**

603 - Traffic Control Corporation	20-School Beacon Connectivity for 2021	BC 2020-64	02/19/2021	9,384.00
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Account **53990 - Other Services and Charges** Totals Invoice 1 Transactions \$9,384.00

Program **020000 - Main** Totals Invoice 8 Transactions \$131,361.72

Department **02 - Public Works** Totals Invoice 8 Transactions \$131,361.72

Department **13 - Planning**

Program **130000 - Main**

Account **53110 - Engineering and Architectural**

5409 - VS Engineering, INC	13-Blgtn Signal Des.-Walnut & 11th & 14th-period ending 12/31/20	BC 2019-113	02/19/2021	1,800.00
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Account **53110 - Engineering and Architectural** Totals Invoice 1 Transactions \$1,800.00





# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

**Account 54310 - Improvements Other Than Building**

467 - Groomer Construction, INC	13-Winslow-Henderson Inlet (Ermergency Work Approval)	02/19/2021	22,332.00
7613 - Rebecca J Pittman	13-(02--Acuff Sidewalk Bond Refund @ 1002 W. Acuff Rd.)	02/19/2021	5,345.00

Account <b>54310 - Improvements Other Than Building</b> Totals	Invoice 2	\$27,677.00
	Transactions	
Program <b>130000 - Main</b> Totals	Invoice 3	\$29,477.00
	Transactions	
Department <b>13 - Planning</b> Totals	Invoice 3	\$29,477.00
	Transactions	
Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Totals	Invoice 11	\$160,838.72
	Transactions	

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

**Department 16 - Sanitation**

**Program 160000 - Main**

**Account 52420 - Other Supplies**

476 - Southern Indiana Parts, INC (Napa Auto Parts)	16-20 Bags of Oil Dri	02/19/2021	209.80
5819 - Synchrony Bank	16-wireless headset for office-11/15/20	02/19/2021	139.95

Account <b>52420 - Other Supplies</b> Totals	Invoice 2	\$349.75
	Transactions	

**Account 53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	16-Monthly Pest Control for Sanitation	BC 2019-109	02/19/2021	125.00
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Account <b>53140 - Exterminator Services</b> Totals	Invoice 1	\$125.00
	Transactions	

**Account 53510 - Electrical Services**

223 - Duke Energy	19-CH/off site facilities-electric summary bill-11/4-12/8/20	BC 2010-23	02/10/2021	326.67
223 - Duke Energy	19-CH/off site facilities-electric summary bill-1/16/21	BC 2010-23	02/10/2021	364.58

Account <b>53510 - Electrical Services</b> Totals	Invoice 2	\$691.25
	Transactions	



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

**Account 53530 - Water and Sewer**

208 - City Of Bloomington Utilities	19-Sanitation Bldg-water/sewer bill-January 2021		02/10/2021	152.69
	Account <b>53530 - Water and Sewer</b> Totals		Invoice 1 Transactions	<u>\$152.69</u>

**Account 53540 - Natural Gas**

222 - Vectren	19-Sanitation-gas bill 1/5-2/2/21		02/19/2021	199.65
	Account <b>53540 - Natural Gas</b> Totals		Invoice 1 Transactions	<u>\$199.65</u>

**Account 53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)	16-Install Pressure Relief Valve & Backflow Preventer	BC 2020-75	02/19/2021	4,050.00
	Account <b>53610 - Building Repairs</b> Totals		Invoice 1 Transactions	<u>\$4,050.00</u>

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

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-1/27/21	BC 2009-52	02/19/2021	9.66
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-2/3/21	BC 2009-52	02/19/2021	9.66
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-1/27/21		02/19/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-2/3/21		02/19/2021	23.26
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		Invoice 4 Transactions	<u>\$65.84</u>

**Account 53950 - Landfill**

52226 - Hoosier Transfer Station-3140	16-recycling fees - 1/2-1/14/21		02/19/2021	4,117.86
52226 - Hoosier Transfer Station-3140	16-Seminary Park clean-up-12/7/20		02/19/2021	156.38
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-1/2-1/14/21		02/19/2021	13,498.98
	Account <b>53950 - Landfill</b> Totals		Invoice 3 Transactions	<u>\$17,773.22</u>
	Program <b>160000 - Main</b> Totals		Invoice 15 Transactions	<u>\$23,407.40</u>



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Department <b>16 - Sanitation</b> Totals	Invoice 15	\$23,407.40
	Transactions	
Fund <b>730 - Solid Waste (S6401)</b> Totals	Invoice 15	\$23,407.40
	Transactions	

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

Department **10 - Legal**

Program **100000 - Main**

Account **53130 - Medical**

5916 - Phillip D Capps	10- reimb for physical for CDL 2021-no date on form	02/19/2021	90.00
10122 - Dennis M Robertson	10- reimb for physical for CDL-1/25/21	02/19/2021	100.00

Account <b>53130 - Medical</b> Totals	Invoice 2	\$190.00
	Transactions	

Account **53410 - Liability / Casualty Premiums**

1847 - Hylant of Indianapolis, LLC	10-Annual Bond Renewal - Underwood	02/19/2021	900.00
1847 - Hylant of Indianapolis, LLC	10-Annual Bond Renewal - Griffin	02/19/2021	75.00
1847 - Hylant of Indianapolis, LLC	10-Annual Bond Renewal - Zeeks	02/19/2021	75.00
1847 - Hylant of Indianapolis, LLC	10-Annual Bond Renewal - Parker	02/19/2021	75.00
1847 - Hylant of Indianapolis, LLC	10-Annual Bond Renewal - Walter	02/19/2021	75.00
1847 - Hylant of Indianapolis, LLC	10-Annual Bond Renewal - Bolden	02/19/2021	105.00
1847 - Hylant of Indianapolis, LLC	10-Annual Bond Renewal - Kappas	02/19/2021	106.00
1847 - Hylant of Indianapolis, LLC	10-Annual Bond Renewal - Kinnarney	02/19/2021	106.00

Account <b>53410 - Liability / Casualty Premiums</b> Totals	Invoice 8	\$1,517.00
	Transactions	

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

2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser-202117	02/08/2021	388.38
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# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

7258 - Shirley A Daugherty (Daugherty & Associates, LLC)

10-Leech case - CMS submission 12/10/20-2/4/21	02/19/2021	182.91
Account <b>53420 - Worker's Comp &amp; Risk</b> Totals	Invoice 2	<u>\$571.29</u>
	Transactions	
Program <b>100000 - Main</b> Totals	Invoice 12	<u>\$2,278.29</u>
	Transactions	
Department <b>10 - Legal</b> Totals	Invoice 12	<u>\$2,278.29</u>
	Transactions	
Fund <b>800 - Risk Management(S0203)</b> Totals	Invoice 12	<u>\$2,278.29</u>
	Transactions	

**Fund 801 - Health Insurance Trust**

**Department 12 - Human Resources**

**Program 120000 - Main**

**Account 53990 - Other Services and Charges**

3977 - Cigna Health & Life Insurance Company	12-February 2021 Cigna Dental/Vision Admin \$9,994.55	02/19/2021	2,095.50
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,Gym,Massage)	02/19/2021	1,620.85
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	<u>\$3,716.35</u>
		Transactions	

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

17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$850.00	02/04/2021	850.00
3928 - Aim Medical Trust	2-February 2021 AIM Medical Premiums \$1,006,128.07	02/08/2021	1,006,128.07
	Account <b>53990.1201 - Other Services and Charges Health Insurance</b> Totals	Invoice 2	<u>\$1,006,978.07</u>
		Transactions	
	Program <b>120000 - Main</b> Totals	Invoice 4	<u>\$1,010,694.42</u>
		Transactions	
	Department <b>12 - Human Resources</b> Totals	Invoice 4	<u>\$1,010,694.42</u>
		Transactions	
	Fund <b>801 - Health Insurance Trust</b> Totals	Invoice 4	<u>\$1,010,694.42</u>
		Transactions	

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

**Department 17 - Fleet Maintenance**



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

4693 - Monroe County Tire & Supply, INC	17-service call, tire change on trash truck		02/19/2021	335.00
4693 - Monroe County Tire & Supply, INC	17-tires		02/19/2021	673.56
4693 - Monroe County Tire & Supply, INC	17-tires		02/19/2021	1,808.32
<b>Account 52230 - Garage and Motor Supplies Totals</b>			Invoice 3 Transactions	\$2,816.88

Account **52240 - Fuel and Oil**

612 - Petroleum Traders Corporation	17 - Unleaded fuel	BC 2019-107C	02/19/2021	15,524.22
349 - White River Cooperative, INC	17 - fuel unleaded and diesel	BC 2019-107A	02/19/2021	16,938.03
349 - White River Cooperative, INC	17 - fuel unleaded and diesel	BC 2019-107A	02/19/2021	17,324.61
<b>Account 52240 - Fuel and Oil Totals</b>			Invoice 3 Transactions	\$49,786.86

Account **52320 - Motor Vehicle Repair**

244 - Bloomington Ford, INC	17-indicator asy		02/19/2021	24.39
244 - Bloomington Ford, INC	17-door lock module		02/19/2021	228.32
4335 - Circle Distributing, INC	17-pulley		02/19/2021	40.47
4335 - Circle Distributing, INC	17-sensor assy		02/19/2021	44.47
4335 - Circle Distributing, INC	17-tension pul		02/19/2021	51.66
4335 - Circle Distributing, INC	17-core return		02/19/2021	(75.00)
4335 - Circle Distributing, INC	17-radiator camp, serp belt, v-belt, radiator hose		02/19/2021	91.72
4335 - Circle Distributing, INC	17-axleshaft assy		02/19/2021	102.00
5792 - Clark Truck Equipment Co., INC	17-spinner shaft, bearings, rocker switch		02/19/2021	81.31



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

594 - Curry Auto Center, INC	17-SL-N Switch	02/19/2021	34.25
594 - Curry Auto Center, INC	17-SL-N-Glow Plug	02/19/2021	53.90
3560 - First Financial Bank / Credit Cards	17 - #850 Altec Industries	02/19/2021	148.12
4387 - Force America Distributing, LLC	17-#446 valve/coil	02/19/2021	348.18
796 - Interstate Battery System of Bloomington, INC	17-batteries	02/19/2021	585.41
4439 - JX Enterprises, INC	17-sensor-PRS temperature	02/19/2021	54.59
4439 - JX Enterprises, INC	17-lever, rocker	02/19/2021	65.63
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - January parts for various vehicles	02/19/2021	7,001.88
54351 - Sternberg, INC	17-fitting, cojay	02/19/2021	75.49
54351 - Sternberg, INC	17-core return	02/19/2021	(80.00)
54351 - Sternberg, INC	17-latch hood101E	02/19/2021	108.71
54351 - Sternberg, INC	17-arm, windsspond	02/19/2021	147.87
54351 - Sternberg, INC	17-motor starter	02/19/2021	347.05
54351 - Sternberg, INC	17-heater, valve kit, valve asse	02/19/2021	1,065.74
582 - Town & Country Chrysler Dodge Jeep, INC	17-socket: lamp	02/19/2021	13.48
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-409 spreader box starter	02/19/2021	79.80
2096 - West Side Tractor Sales CO.	17-rebuild pony motor	02/19/2021	26,457.89
Account <b>52320 - Motor Vehicle Repair</b> Totals		Invoice 26	<u>\$37,097.33</u>
Account <b>52420 - Other Supplies</b>		Transactions	
7684 - Christopher P Hixson (Hotoco, LLC)	17 - Maintenance agreement for snap on Zues scan tool	02/19/2021	4,860.00
177 - Indiana Oxygen Company, INC	17-cylinder rental	02/19/2021	127.89



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

394 - Kleindorfer Hardware & Variety	17-8mm bolts		02/19/2021	9.50
	Account <b>52420 - Other Supplies</b> Totals	Invoice 3		<u>\$4,997.39</u>
		Transactions		
<b>Account 53230 - Travel</b>				
6271 - Jason Speer	17 - travel reimbursement		02/19/2021	254.00
	Account <b>53230 - Travel</b> Totals	Invoice 1		<u>\$254.00</u>
		Transactions		
<b>Account 53510 - Electrical Services</b>				
223 - Duke Energy	19-CH/off site facilities-electric summary bill- 11/4-12/8/20	BC 2010-23	02/10/2021	267.65
223 - Duke Energy	19-CH/off site facilities-electric summary bill- 1/16/21	BC 2010-23	02/10/2021	379.98
	Account <b>53510 - Electrical Services</b> Totals	Invoice 2		<u>\$647.63</u>
		Transactions		
<b>Account 53530 - Water and Sewer</b>				
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-January 2021		02/10/2021	119.99
	Account <b>53530 - Water and Sewer</b> Totals	Invoice 1		<u>\$119.99</u>
		Transactions		
<b>Account 53610 - Building Repairs</b>				
321 - Harrell Fish, INC (HFI)	17 - wiring for heaters in wash bay	BC 2020-75	02/19/2021	1,173.00
392 - Koorsen Fire & Security, INC	17-SA-Quarterly Billing 2/1-4/30/2021	BC 2019-126	02/19/2021	91.27
	Account <b>53610 - Building Repairs</b> Totals	Invoice 2		<u>\$1,264.27</u>
		Transactions		
<b>Account 53620 - Motor Repairs</b>				
4474 - Ken's Westside Service & Towing, LLC	17-towing service		02/19/2021	50.00
	Account <b>53620 - Motor Repairs</b> Totals	Invoice 1		<u>\$50.00</u>
		Transactions		
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms, mats and towel	BC 2009-52	02/19/2021	70.08



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms, mats and towel	BC 2009-52	02/19/2021	16.72
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms, mats and towel	BC 2009-52	02/19/2021	70.60
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms, mats and towel	BC 2009-52	02/19/2021	70.08
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms, mats and towel	BC 2009-52	02/19/2021	16.72
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms, mats and towel	BC 2009-52	02/19/2021	16.72

Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	Invoice 6	\$260.92
	Transactions	
Program <b>170000 - Main</b> Totals	Invoice 48	\$97,295.27
	Transactions	
Department <b>17 - Fleet Maintenance</b> Totals	Invoice 48	\$97,295.27
	Transactions	
Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals	Invoice 48	\$97,295.27
	Transactions	

Fund **804 - Insurance Voluntary Trust**

Department **12 - Human Resources**

Program **120000 - Main**

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

3977 - Cigna Health & Life Insurance Company	12-February 2021 Cigna Dental/Vision Admin \$9,994.55	02/19/2021	7,899.05
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Account <b>53990.1241 - Other Services and Charges Vision</b> Totals	Invoice 1	\$7,899.05
	Transactions	

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

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/03/2021	183.33
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/04/2021	180.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/05/2021	166.10
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/08/2021	269.95
17785 - The Howard E. Nyhart Company, INC	12-City URM	02/08/2021	173.69





# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/08/2021	101.46
17785 - The Howard E. Nyhart Company, INC	12-City URM	02/08/2021	10.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	02/09/2021	18.81
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM City/Util DDC	02/09/2021	1,582.89
17785 - The Howard E. Nyhart Company, INC	12-City URM	02/10/2021	651.78
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/12/2021	78.83
17785 - The Howard E. Nyhart Company, INC	12-Replacement Card - Teeters	02/12/2021	10.00
<b>Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals</b>		Invoice 12 Transactions	\$3,426.84
<b>Account 53990.1272 - Other Services and Charges Section 125 - DDC- City</b>			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM City/Util DDC	02/09/2021	326.75
<b>Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals</b>		Invoice 1 Transactions	\$326.75
<b>Account 53990.1281 - Other Services and Charges Section 125 - URM- Util</b>			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/03/2021	280.05
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/04/2021	25.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/05/2021	664.46
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/08/2021	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/08/2021	16.64
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM City/Util DDC	02/09/2021	1,783.61
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	02/12/2021	149.66
<b>Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals</b>		Invoice 7 Transactions	\$2,949.42
<b>Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util</b>			



# Board of Public Works Claim Register

Invoice Date Range 02/03/21 - 02/19/21

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM City/Util DDC	02/09/2021	803.00
Account <b>53990.1282 - Other Services and Charges Section 125 - DDC- Util</b> Totals		Invoice 1	\$803.00
		Transactions	
Program <b>120000 - Main</b> Totals		Invoice 22	\$15,405.06
		Transactions	
Department <b>12 - Human Resources</b> Totals		Invoice 22	\$15,405.06
		Transactions	
Fund <b>804 - Insurance Voluntary Trust</b> Totals		Invoice 22	\$15,405.06
		Transactions	
 <b>Fund 978 - City 2016 GO Bond Proceeds</b>			
Department <b>06 - Controller's Office</b>			
Program <b>06016B - 2016 B Ped/Signal/Intersection</b>			
Account <b>54510 - Other Capital Outlays</b>			
5409 - VS Engineering, INC	13-Sare Road Trail-services thru 12/31/20	BC 2019-142 02/19/2021	17,923.66
Account <b>54510 - Other Capital Outlays</b> Totals		Invoice 1	\$17,923.66
		Transactions	
Program <b>06016B - 2016 B Ped/Signal/Intersection</b> Totals		Invoice 1	\$17,923.66
		Transactions	
 Program <b>06016C - 2016 C Jackson Trail</b>			
Account <b>54310 - Improvements Other Than Building</b>			
3515 - Dentons Bingham Greenebaum LLP	07-Jackson Creek Trail Utility Relocations-Duke-thru 12/30/20	02/19/2021	1,060.00
Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice 1	\$1,060.00
		Transactions	
Program <b>06016C - 2016 C Jackson Trail</b> Totals		Invoice 1	\$1,060.00
		Transactions	
Department <b>06 - Controller's Office</b> Totals		Invoice 2	\$18,983.66
		Transactions	
Fund <b>978 - City 2016 GO Bond Proceeds</b> Totals		Invoice 2	\$18,983.66
		Transactions	
Grand Totals		Invoice 330	\$3,028,411.85
		Transactions	

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/19/2021					3,028,411.85
					<u>3,028,411.85</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 **\$ 3,028,411.85**

**Dated this 16th day of February year of 2021.**

Dana Palazzo President	Beth H. Hollingsworth Vice President	Kyla Cox Deckard 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 \_\_\_\_\_