

Board of Public Works Meeting

June 06, 2023



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

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

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible for some individuals. If you encounter difficulties accessing material in this packet, please contact April Rosenberger, Public Works Departmental Accessibility contact at april.rosenberger@bloomington.in.gov or 812.349.3411 and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

AGENDA
BOARD OF PUBLIC WORKS
JUNE 06, 2023

A Regular Meeting of the Board of Public Work will be held Tuesday, June 06, 2023 at 5:30 p.m. in the Council Chambers (Rm #115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link: <https://bloomington.zoom.us/j/82721368428?pwd=b0cxaHpuYVROUHI0Mmk3UIZzOXdZQT09>

Meeting ID: 827 2136 8428 Passcode: 754678

- I. MESSAGES FROM BOARD MEMBERS**
- II. PETITIONS AND REMONSTRANCES**
- III. CONSENT AGENDA**
 - 1. **Approval of Minutes May 23, 2023**
 - 2. **Resolution 2023-27; 4th of July Parade**
 - 3. **Outdoor Lighting Service Agreement with Duke Energy on E. 2nd Street from S. High Street to S. Woodscrest Drive.**
 - 4. **Approval of Payroll**
- IV. NEW BUSINESS**
 - 1. **Preliminary Engineering Contract with Bledsoe Riggert Cooper James for the Overhill Drive and Smith Avenue Sidewalk Project**
 - 2. **Noise Permit and Street Closure Request from Duke Energy on S. Rogers Street from S. Rogers Substation North to W. Patterson Dr. (Sunday, June 11, 2023)**
 - 3. **Sidewalk Closure Request from The Standard at Bloomington on N. College Ave. (June 19- June 26, 2023)**
 - 4. **Lane and Sidewalk Closure Request from Monroe County on S. College Ave. (June 12-June 23, 2023)**
 - 5. **Temporary Sidewalk Closure Request from City of Bloomington Utilities on West side of Indiana Ave. from Alley North of Kirkwood to 6th Street (June 06 – June 16, 2023)**
 - 6. **Lease with Summit Hill Community Development Corporation**
 - 7. **Change Order #3 with Ann-Kriss, LLC for Upgrades and Repairs to FS #4**
- V. STAFF REPORTS & OTHER BUSINESS**
- VI. APPROVAL OF CLAIMS**
- VII. ADJOURNMENT**

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

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812.349.3411 or email public.works@bloomington.in.gov

The Board of Public Works meeting was held Tuesday, May 23, 2023 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Kyla Cox Deckard presiding.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

Present: Kyla Cox Deckard
Elizabeth Karon
Jennifer Lloyd

ROLL CALL

City Staff: Adam Wason - Public Works
April Rosenberger -Public Works
Aleks Pratt - City Legal
James Hall - Utilities
Matt Smethurst - Engineering
Paul Kehrberg - Engineering
Alex Gray - Engineering
Maria McCormick – Engineering

None

MESSAGES FROM BOARD MEMBERS

Aleks Pratt, City Legal, asked if Officer Durham was in attendance on Zoom. He was not in attendance. Appeals to be heard later in meeting.
Appeals were revisited after New Business Item # 7. Officer who issued tickets was not present for meeting.
Karon made a motion to grant the appeal #40524; 437 E. 16th Street. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.
Karon made a motion to grant the appeal #40505; 1002 E. Maxwell Lane. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

APPEALS
**Appeal Noise Violation #40524;
437 E. 16th Street**

**Appeal Noise Violation# 40505;
1002 E. Maxwell Lane**

None

PETITIONS& REMONSTRANCES

1. Approval of Minutes; May 09, 2023
2. Installation and Maintenance Agreement for Unlighted Signage in the Near West Side Neighborhood
3. Resolution 2023-23; Blue Ridge Food Truck Nights and Neighborhood Picnic
4. Noise Permit; Mother Hubbard’s Block Party
5. Resolution 2023-26; Declaration of Fleet Surplus
6. Approval of Payroll

CONSENT AGENDA

Board Comments: None.

Karon made a motion to approve the Consent Agenda. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

James Hall, Utilities, presented Noise Permit Request from City of Bloomington Utilities for Conduit Installation from Dunn to Indiana (June 05-June 30). See meeting packet for details.

Board Comments: None

Karon made a motion to approve Noise Permit Request from City of Bloomington Utilities for Conduit Installation from Dunn to Indiana, correcting the starting date to 6 pm on June 4 – June 30. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Matt Smethurst, Engineering, presented Contract with E&B Paving, LLC. for the E. 3rd & W. Country Club Drive Resurfacing Project. See meeting packet for details.

Board Comments: None

Karon made a motion to approve the Contract with E&B Paving, LLC. for the E. 3rd & W. Country Club Drive Resurfacing Project. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Matt Smethurst, Engineering, presented Contract with Milestone Contractors, LP for the Hopewell Phase I East Infrastructure Project. See meeting packet for details.

Board Comments: None

Karon made a motion to approve the Contract with Milestone Contractors, LP for the Hopewell Phase I East Infrastructure Project. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Paul Kehrberg, Engineering, presented Lane and Sidewalk Closure Request from Centerpoint on N. Kinser Pike (May 30-July 28). See meeting packet for details.

Board Comments: None

Karon made a motion to approve Lane and Sidewalk Closure Request from Centerpoint on N. Kinser Pike (May 30-July 28). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Paul Kehrberg, Engineering, presented Lane and Sidewalk Closure Request from Gilliatte General Contractors on S. Clarizz Blvd (May 29-July 07). See meeting packet for details.

Board Comments: Cox Deckard asked if there was more information since it's pending INDOT approval. Tom Rittman, Gilliatte General Contractors, stated that the original plan was to do the work on Clarizz first, but didn't understand that they would have to get approval for the traffic signal, so will have to shift their schedule to do the Kingston work done first, and Clarizz after. Karon then asked if agenda items #5 and #6 should be flipped. Rittman confirmed. Rittman asked if the closures could be approved as a project as a whole. Wason stated that he would suggest approving it as a project as a whole. Cox Deckard concurred.

Cox Deckard made a motion to amend the agenda to bring forward the Lane Closure Request from Gilliatte General Contractors on S. Kingston Dr. originally scheduled for June 26-July 28, 2023 to be considered in connection with the Clarizz Blvd. request. Karon seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

NEW BUSINESS

Noise Permit Request from City of Bloomington Utilities for Conduit Installation from Dunn to Indiana (June 05-June 30)

Contract with E&B Paving, LLC. for the E. 3rd & W. Country Club Drive Resurfacing Project

Contract with Milestone Contractors, LP for the Hopewell Phase I East Infrastructure Project

Lane and Sidewalk Closure Request from Centerpoint on N. Kinser Pike (May 30-July 28)

Lane and Sidewalk Closure Request from Gilliatte General Contractors on S. Clarizz Blvd (May 29-July 07)

Paul Kehrberg, Engineering, presented Lane Closure Request from Gilliatte General Contractors on S. Kingston Dr. (June 26-July 28, 2023). See meeting packet for details. Karon made a motion to approve Lane and Sidewalk Closure Requests from Gilliatte General Contractors on S. Clarizz Blvd. and S. Kingston Dr. from the approximate dates of May 30- July 28, 2023. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Lane Closure Request from Gilliatte General Contractors on S. Kingston Dr. (June 26- July 28, 2023)

Alex Gray, Engineering, presented Lane and Sidewalk Closure Request from Crown Castle on N. Dunn St. (May 30 – June 5, 2023). See meeting packet for details.

Lane and Sidewalk Closure Request from Crown Castle on N. Dunn St. (May 30 – June 5, 2023)

Board Comments: None

Karon made a motion to approve the Lane and Sidewalk Closure Request from Crown Castle on N. Dunn St. (May 30-June 5, 2023). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Alex Gray, Engineering, presented Lane and Sidewalk Closure Request from Lineal Contracting on W. 1st St. (May 26-June 20, 2023)

Lane and Sidewalk Closure Request from Lineal Contracting on W. 1st St. (May 26- June 20, 2023)

Board Comments: None

Karon made a motion to approve the Lane and Sidewalk Closure Request from Lineal Contracting on W. 1st St. (May 26-June 20, 2023). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Alex Gray, Engineering, presented Permit Extension Request from Red Truck LLC for Dumpster placement on E. 6th Street (May 31-June 17). See meeting packet for details.

Permit Extension Request from Red Truck LLC for Dumpster placement on E. 6th Street (May 31-June 17)

Board Comments: Karon asked if there had been any complaints. Gray said there had not been.

Karon made a motion to approve the Permit Extension Request from Red Truck LLC for Dumpster placement on E. 6th Street (May 31-June 17). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Maria McCormick, Engineering, presented Right-of-Way Encroachment Request from Rita's Italian Ice for a Walk-up Window. See meeting packet for details.

Right-of-Way Encroachment Request from Rita's Italian Ice for a Walk-up Window

Board Comments: Wason stated there had been extensive conversation during the Session from the day before and the queuing concerns. Wason asked if the petitioners could speak about the footprint of their design idea.

Steve Wilcos, owner, explained their thoughts on the use of the space. Wason asked about the trees. Wilcos stated he had spoken to Haskell Smith, City Arborist, and it was decided that the smaller tree would be removed, and the larger, beautiful tree, would be pruned. Wason asked if the AC unit would be relocated. Wilcos confirmed. Wason asked about the outdoor seating. Wilcos stated it would be along the back side of the shop, within the square. Wason continued to ask if they were thinking of café tables. Wilcos answered it would depend on the Board's decision on the encroachment.

Cox Deckard asked if the outdoor dining would be happening on private property and if it complies with code. Wason stated building code would be discussed with the Monroe County Building Department. The UDO is what was being referred to through Planning & Transportation. He believes they do meet those requirements, but that it would be confirmed. Lloyd stated she thinks this a great idea, but is really uncomfortable with having it in this location, particularly because of the nature of the traffic. Michael

Chambley, architect, addressed Lloyd's concern by using the Chamber to visually show her the amount of space that would be paved. Wason asked if Lloyd's concern was more for the general traffic and less of having the window. Lloyd stated yes, but also the queuing on the sidewalk. Wilcos added that there is a good amount of space there. Karon made the motion to table the Right-of-Way Encroachment Request from Rita's Italian Ice for a Walk-up Window. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

None.

Karon made a motion to approve claims in the amount of \$733,076.05. Lloyd seconded. Cox Deckard to a roll call vote. All in favor, motion is passed.

Cox Deckard called for adjournment at 6:21 p.m.

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jennifer Lloyd, Secretary

**STAFF REPORTS AND
OTHER BUSINESS**

CLAIMS

ADJOURNMENT

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: 4th of July Parade

Petitioner/Representative: City of Bloomington Parks and Recreation Department

Staff Representative: Bill Ream

Date: June 06, 2023

Event Date: Tuesday, July 4, 2023

The City of Bloomington Parks and Recreation Department is once again sponsoring the 4th of July Parade in downtown Bloomington on Tuesday, July 4, 2023 which will necessitate the temporary closure of several downtown streets. Staging for the parade will begin at 5:00 a.m. The parade begins at 10:00 a.m. and concludes by noon. Six parking spaces in front of Fountain Square Mall will be closed from 8:00 a.m. Monday, July 3rd until Wednesday, July 5th at 5p.m. for the placement of the review stage. Metered parking along the route will also be restricted.



SPECIAL EVENT APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton Street, Suite 150
Bloomington, Indiana 47404
812-349-3418
Department of Public Works
812-349-3411

1. APPLICANT INFORMATION

Contact Name:	Bill Ream		
Contact Phone:	812-349-3748	Mobile Phone:	219-331-9248
Title/Position:	Community Events Coordinator		
Organization:	Bloomington Parks and Recreation		
Address:	401 N. Morton St., Suite 250		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	reamw@bloomington.in.gov		
Organization E-Mail and URL:	parks@bloomington.in.gov	bloomington.in.gov/parks	
Org Phone No:	812-349-3700	Fax No:	812-349-3705

2. ANY KEY PARTNERS INVOLVED (including Food Vendors if applicable)

Organization Name:	Downtown Bloomington, Inc		
Address:	302 S. College Ave		
City, State, Zip:	Bloomington, IN 47402		
Contact E-Mail Address:	tcoppock@bloomingtonconvention.com		
Phone Number:	812-336-3681	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. EVENT INFORMATION

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input checked="" type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	July 4, 2023	
Time of Event:	Date: 7/4/2023 Start: 7am	Date: 7/4/2023 End: 12pm
Setup/Teardown time Needed	Date: 7/4/23 Start: 5am	Date: 7/4/2023 End: 1pm
Calendar Day of Week:	Tuesday	
Description of Event:	<p>Type text here</p> <p>This will be the City of Bloomington's Fourth of July Parade through downtown Bloomington. Prior to the parade, there will be a performance by the Bloomington Community Band on the south lawn of the Monroe County Courthouse on Kirkwood Ave. Staging for parade entries will start at 7am and the parade will kick off at 10am. The Bloomington Community Band's performance will be from 9-9:45am.</p>	
Expected Number of Participants:	1,000 in parade 8,000 spectators	Expected # of vehicles (Use of Parking Spaces to close): All spaces along parade route and in staging areas on 7/4. 6 spaces on south side of Kirkwood in front of Fountain Square Mall from 7/3-7/5.

4. IF YOUR EVENT IS A NEIGHBORHOOD BLOCK PARTY, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> The starting point shall be clearly marked The ending point shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

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

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (i.e.: Type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input checked="" type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input checked="" type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

6. If YOUR EVENT IS A FESTIVAL/SPECIAL COMMUNITY EVENT YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING: *Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking*

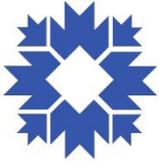
<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each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

7. CHECKLIST

<input type="checkbox"/>	Determine type of Event
<input type="checkbox"/>	Complete application with attachment: <ul style="list-style-type: none"> <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable) <input type="checkbox"/> For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application)

FOR CITY OF BLOOMINGTON USE ONLY

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



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3411

Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3411 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Bloomington Fourth of July Parade		
Location of Event:	Downtown Bloomington		
Date of Event:	7/4/23	Time of Event:	Start: 7am
Calendar Day of Week:	Tuesday		End: 12pm
Description of Event:			
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Bill Ream		
Organization:	Bloomington Parks and Recreation	Title:	Community Events Coordinator
Physical Address:	401 N. Morton St., Suite 250 Bloomington, IN 47404		
Email Address:	reamw@bloomington.in.gov	Phone Number:	812-349-3748
Signature:	<i>Bill Ream</i>	Date:	5/15/23

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	
_____	_____
Kyla Cox Deckard, President	Elizabeth Karon, Vice-President
_____	_____
Date	Jenifer Lloyd, Secretary

Waste and Recycling Management Plan Template

Event name: Bloomington Fourth of July Parade

Number of expected attendees: 1,000 in parade 8,000 spectators

Number of food vendors: 0

Number of other vendors: 0

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

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

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

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

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

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

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

Trash along parade route will be collected in existing street trash cans and extra 55 gallon barrels from COB Sanitation. Barrels will be dropped off and picked by COB Sanitation staff.

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

Parade entries are asked to take trash from their entry with them when they leave the area. COB Parks & Recreation staff will pick up any trash left behind and dispose of it in nearby containers/dumpsters.

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

No volunteers will be used to pick up trash.

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

55 gallon barrels from COB Sanitation, gloves, pickers, and trash bags for COB Parks & Rec staff to pick up trash left behind in staging area

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

COB Parks and Recreation staff assigned to each staging area will be responsible for checking their area for trash left from parade entries.

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

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

The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held in the Council Chambers of the Showers City Hall at 401 N. Morton at 5:30 p.m. Meeting are also broadcast via Zoom; Zoom information can be found the Board of Public Works web page at <https://bloomington.in.gov/boards/public-works>, or you may also call 812.349.3411 for this information.

The proposal for Bloomington Fourth of July Parade will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

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

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Bloomington Parks and Recreation

DATE:

FOURTH of JULY PARADE 2023



Dear Business Owner/Manager,

The City of Bloomington Parks and Recreation and Downtown Bloomington, Inc. are proud to present the 2023 Bloomington Fourth of July Parade. This year's parade will be on **Tuesday July 4th at 10:00am**. We felt it was important to notify you in advance that your business is located along or near the parade route and/or staging area.

The roads that are part of the route and staging area will begin closing at approximately 7:00am and will start reopening at approximately 12:00pm.

Several thousand people come downtown to watch the parade which presents a great opportunity for increased business before, during and after the parade. We encourage businesses to remain open and tap into all the festive energy downtown.

If you have any questions about the route or the parade feel free to contact me.

Thank you,

A handwritten signature in black ink that reads "Bill Ream".

Bill Ream
Parade Coordinator
City of Bloomington Parks & Recreation
812-349-3748
reamw@bloomington.in.gov

bloomington.in.gov/parks

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2023-27**

FOURTH OF JULY PARADE

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

WHEREAS, the City of Bloomington, through the Parks and Recreation Department, along with the Downtown Bloomington, Inc., will be sponsoring and organizing the Fourth of July Parade, on Tuesday, July 4, 2023 in downtown Bloomington; and

WHEREAS, in order to safely conduct the parade, City Streets may be closed to vehicular traffic and parking and to organize the participants, a holding area must be available for their use; and

WHEREAS, the Board of Public Works agrees that this event is important to the citizens of Bloomington and wants to facilitate the needs of the organizers.

NOW THEREFORE BE IT RESOLVED, that the following streets and parking areas may be closed to vehicular traffic on Tuesday, July 4, 2023 as follows:

1. Streets used for the Parade route will be closed beginning at 5:00 a.m., and reopened by 1:00 p.m. The route will begin at 10th and College, going South on College to Kirkwood, East on Kirkwood to Walnut, North on Walnut to 10th Street, West on 10th Street to end. These closings will also result in the closing of some side streets that intersect with the Parade route.
2. Six parking spaces in front of Fountain Square Mall on the south side of Kirkwood may be utilized for the review stage beginning at 8:00 a.m. Monday, July 3, 2023, through 5:00 p.m. Wednesday, July 5, 2023
3. That by granting permission to utilize City property to facilitate this activity, the Board of Public Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.

ADOPTED THIS 6th DAY OF JUNE 2023.

BOARD OF PUBLIC WORKS:

Parks and Recreation Department

Kyla Cox Deckard, President

Signature

Elizabeth Karon, Vice President

Printed Name

Jennifer Lloyd, Secretary

Position



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: June 06, 2023

Department of Public Works (DPW) received notification from Duke Energy that the street lights along E. 2nd Street from S. High Street and S. Woodscrest Drive are at the end of their life and need to be replaced. Staff requested and received an outdoor lighting service agreement to effectively illuminate the public right-of-way at this location.

Duke Energy has developed a new lighting rate system, Rider 42 LED Replacement Program. This program incentivizes the conversion of old high pressure sodium vapor fixtures to new LED fixtures.

- The cost of the new system is spread out the life of the system.
- Energy rate is lower
- Rebate program is for a limited time
- The old rate will be discontinued in 2024

As part of this incentive, Duke is offering a rebate based upon the wattage of the HPS/old fixtures. The Rebate associated with this Agreement will be approximately \$1,000.00.

All of the associated costs with this light will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

Summary of Contract: E. 2nd Street from S. High Street to S. Woodscrest Drive

Locations: E. 2nd Street from S. High Street to S. Woodscrest Drive

Fixture: 23 (including 4 replacements near Woodscrest Dr)

Pole: 17 new poles and 6 existing poles

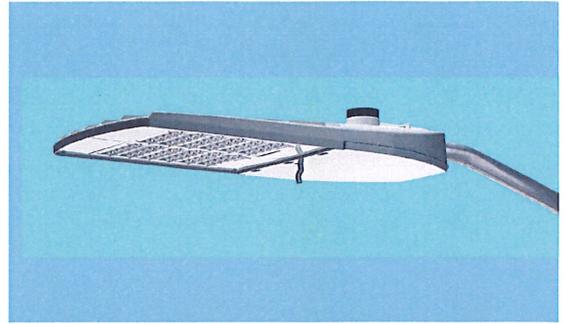
Funding Source: Local Roads and Streets Fund

Estimated Monthly Charge: \$305.50

Estimated Annual Charge: 3,660.00



BUILDING A SMARTER ENERGY FUTURE®



Let Duke Energy help subsidize your LED upgrade.

An upgrade to LED under rider 42 puts money in your pocket as it allows you to immediately opt in to a special EE rebate while also delivering lasting energy efficiency.

Why an LED upgrade will soon be required:

- Mercury vapor (MV) and metal halide (MH) lights are becoming obsolete
- These outdated lighting fixtures are challenging or impossible to repair/replace

Key benefits of upgrading to LED outdoor lighting fixtures:

- The lighting fixtures are designed to be compliant with current federal lighting standards and advances in lighting
- They are more environmentally friendly as they result in significantly reduced energy use and do not contain mercury
- They last longer
- They feature high-color quality, which provides better illumination and helps promote safety in our communities

LED Rebate Program highlights:

- No upfront costs plus an energy efficiency rebate puts cash in your pocket

Bulb Wattage	Per Bulb Rebate
Up to 175	\$30
176-250	\$50
251-400	\$75
400+	\$200

- You're only responsible for one low monthly cost
- No end-of-life system replacement requirements
- Covered maintenance and repairs – see covered maintenance section

Covered maintenance

With Duke Energy leased lighting, all maintenance and repairs are included. Use our convenient 24/7 repair reporting support, available both online and through our call center.

Covered incidents include:

- Vehicular damage
- Storm and hail damage
- Lightning strike
- Snowplow damage
- Vandalism
- Flickering or malfunctioning fixtures
- Installation defects and more

Take advantage of the LED Rebate Program now:

Upfront rebate

Under a limited time offering, receive money upfront to replace the fixtures now.

Maintenance

Duke Energy is responsible for repairs and maintenance and is easily reached online or by phone.

So many reasons to continue working with us:

We're the experienced, trusted provider of outdoor lighting solutions and we want to make LED upgrades easy for our lighting customers.

- No-hassle maintenance
- No waiting for multiple outages before calling for maintenance
- Repairs at no additional cost
- Systems compliant with your local ordinances
- Complete design, construction and maintenance solutions

Energy efficiency tips:

- Consider implementing occupancy and daylight sensors to ensure indoor lights are not left on unnecessarily
- Avoid over-lighting your facility; in addition to costing more, too much light can cause eyestrain, headaches and glare
- Install ENERGY STAR® qualified exit signs
- Make sure your outdoor and security lights are on a timer or photoelectric control so they turn on and off automatically as needed

Contact us

Duke Energy Rider 42 LED Replacement Team

844.360.2439

NewLED@duke-energy.com

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$305.50/ month

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

PURCHASE INFORMATION

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

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

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

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

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

Duke Energy is a sole source provider for street light installation within the public right of way. The City leases street lights from Duke Energy and pays for the installation costs, energy, and maintenance costs with Duke providing the maintenance services. The City does not have the labor force or equipment necessary to provide maintenance services for over 3,000 street lights within the public right of way.

Christina Smith

Project Coordinator

Department of Public Works

Print/Type Name

Print/Type Title

Department



IN01 LIGHTING SERVICE AGREEMENT

Customer Information:
CITY OF BLOOMINGTON
SMITHC@CITYOFBLOOMINGTON.IN.GOV
..

Project Information:
CITY OF BLOOMINGTON
BLOOMINGTON Indiana 47401-2433

Account Number:
9101 2294 9536

Work Order Number:
48740426

Duke Energy Representative Contact Info:
Craig Barker

This Lighting Service Agreement is hereby entered into this 19th day of April, 2023, between Duke Energy (hereinafter called the “Company”) and CITY OF BLOOMINGTON (hereinafter referred to as the “Customer”) for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company’s Rate Schedule LED and Service Regulations, or its successor, as the same is on file with the Indiana Public Service Commission (INDIANA UTILITY REGULATORY COMMISSION) and as may be amended and subsequently filed with the INDIANA UTILITY REGULATORY COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the INDIANA UTILITY REGULATORY COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated *by either party upon written notice 22 days prior to termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature _____

Date Signed _____

Duke Energy Representative Craig Barker

Date Signed 4/19/2023

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
10 Years (120) Months	305.50	0.00	36660.00	305.50

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
R	004	Light Fixture Roadway LED 70W Gray (RAL7038) Type III 3	0.00	0.00	0.00	0.00	0.00
R	013	Light Pole Direct Buried Aluminum 39 foot long brushed	0.00	0.00	0.00	0.00	0.00
I	004	Light Pole Direct Buried Aluminum 39 foot long brushed	17.55	0.00	0.00	17.55	70.20
I	004	TOTAL MONTHLY WIRE CHARGE FOR 100 FT 6ALDX OH FOR LED R	0.00	0.00	0.00	0.00	0.00
I	007	Light Fixture Roadway LED 70W Gray (RAL7038) Type III 3	3.24	2.05	1.71	7.00	49.00
I	011	Light Bracket Side Mount Mast Arm Aluminum 4 foot long	4.25	0.00	0.00	4.25	46.75
I	008	Light Bracket Side Mount Mast Arm Aluminum 4 foot long	1.54	0.00	0.00	1.54	12.32
I	012	Light Fixture Roadway LED 110W Gray (RAL7038) Type III	3.75	2.05	2.69	8.49	101.88
Rental, Maintenance, F&E Totals:			\$196.95	\$38.95	\$44.25		
Estimated Change to Base Monthly Charge Total							\$280.15

Additional Monthly Charges				
Service Required	Quantity Required	Description	Unit Price	Sub-Total
I	015	TOTAL MONTHLY WIRE CHARGE FOR 100 FT 6ALDX OH FOR LED R : TOTAL MONTHLY WIRE CHARGE FOR 100 FT 6ALDX OH FOR LED RATE DEMIN48740426	13.52	13.52

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



I	015	TOTAL MONTHLY WIRE CHARGE FOR 100 FT 6ALDX OH FOR LED R : TOTAL MONTHLY WIRE CHARGE FOR 100 FT 6ALDX OH FOR LED RATE DEMIN48740426	8.45	8.45
I	030	TOTAL MONTHLY WIRE CHARGE FOR 100 FT 6ALDX OH FOR LED R : TOTAL MONTHLY WIRE CHARGE FOR 100 FT 6ALDX OH FOR LED RATE DEMIN48740426	1.69	3.38
Estimated Change to Additional Monthly Charge Total <i>excludes any applicable taxes, franchise fees or customer charge</i>				\$25.35

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



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

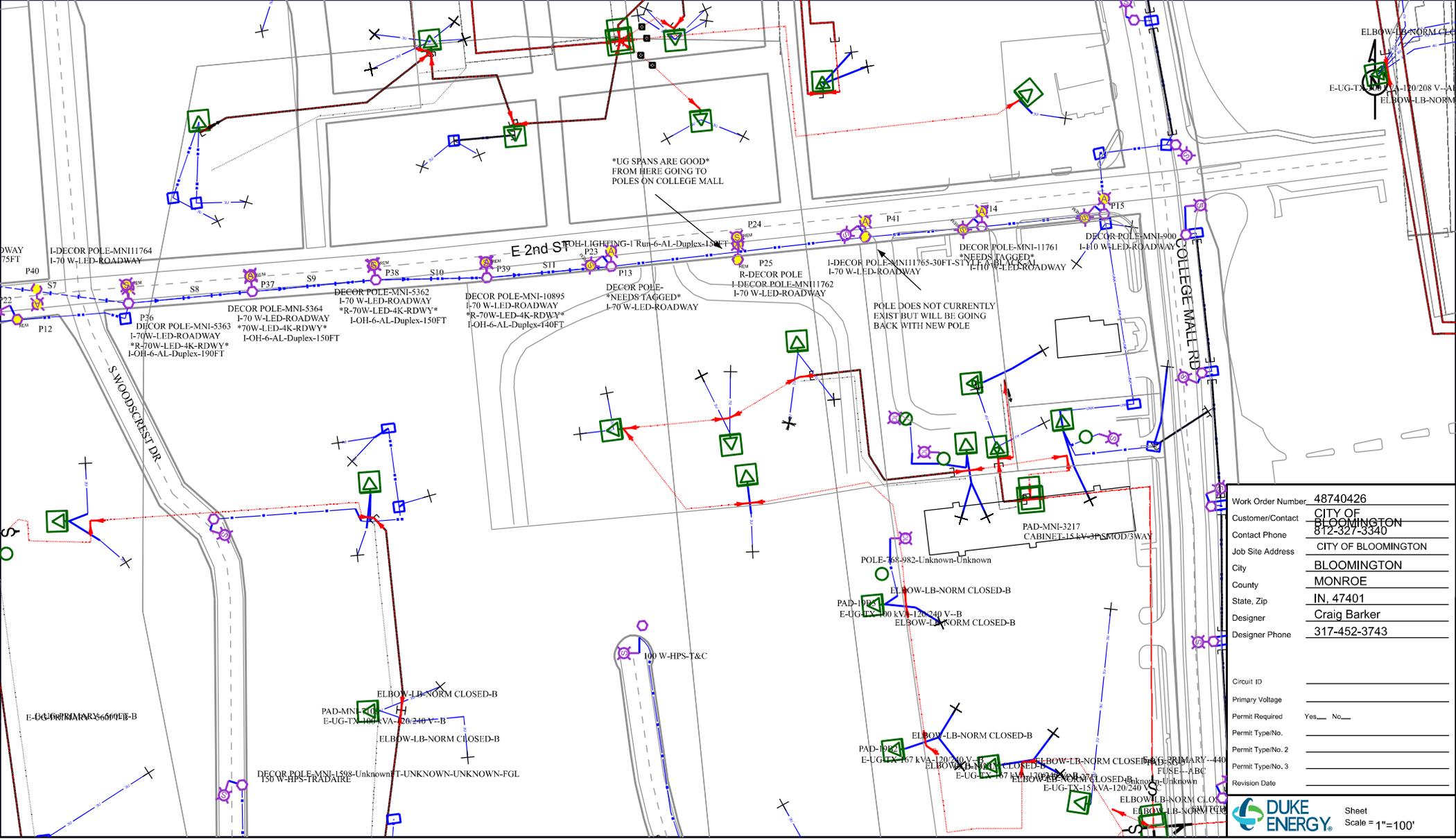


Safety Reminders / Adverse Conditions
 ?:
 ?:
 ?:
 ?:



Work Zone General Comments: Double click to e

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



Work Order Number	48740426
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	CITY OF BLOOMINGTON
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Craig Barker
Designer Phone	317-452-3743

Circuit ID	
Primary Voltage	
Permit Required	Yes ___ No ___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	



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

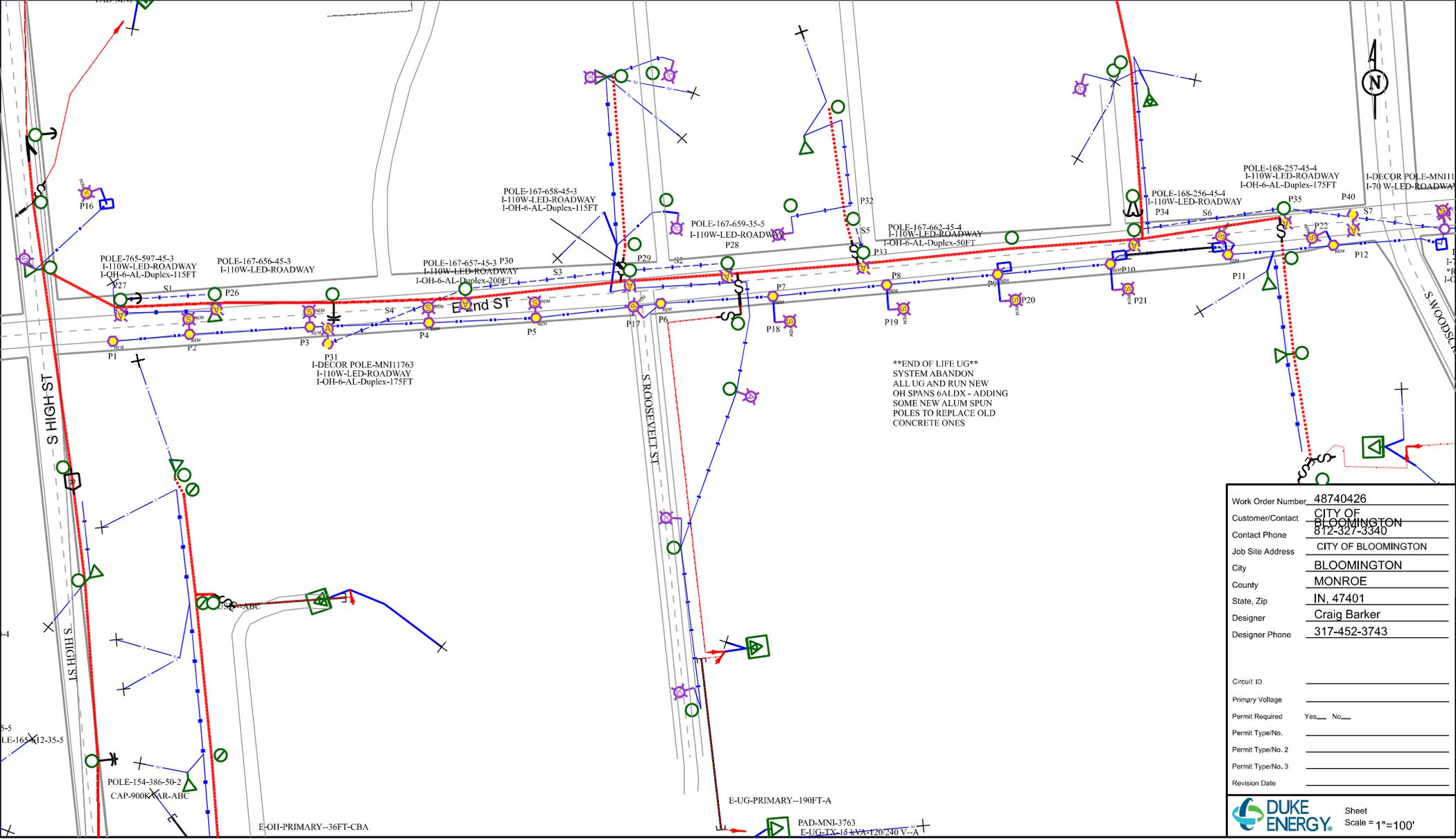


Safety Reminders / Adverse Conditions
 ?:
 ?:
 ?:
 ?:



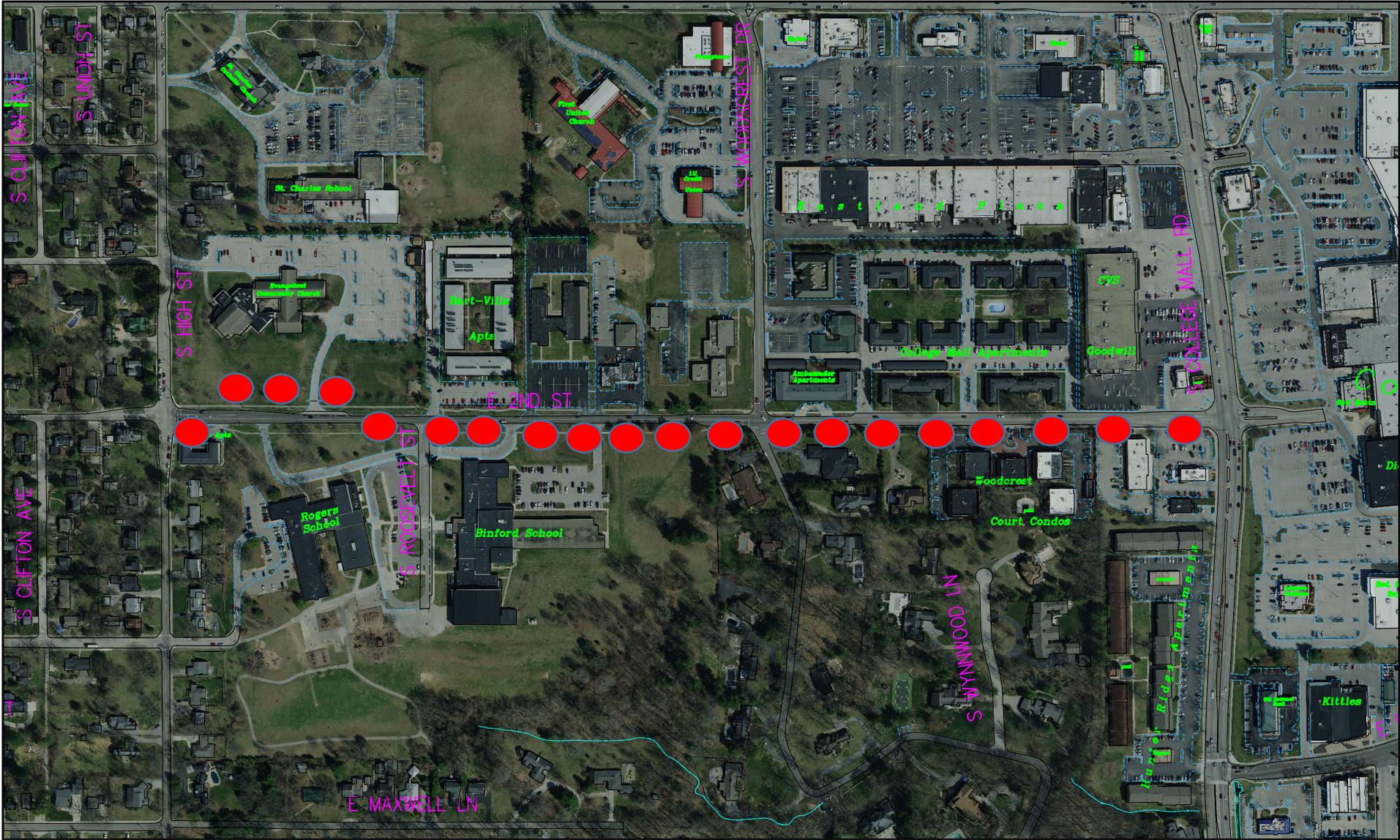
Work Zone General Comments: Double click to e

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



Work Order Number	48740426
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	CITY OF BLOOMINGTON
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Craig Barker
Designer Phone	317-452-3743

Circuit ID	
Primary Voltage	
Permit Required	Yes ___ No ___
Permit Type/No. 1	
Permit Type/No. 2	
Permit Type/No. 3	
Revision Date	



By: smithc
14 Dec 22



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 400'

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/2/2023	Payroll				531,793.79
					<u>531,793.79</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 \$ 531,793.79

Dated this 6th day of June year of 2023.

Kyla Cox Deckard, President Elizabeth Karon, Vice President Jennifer Lloyd, Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Approve Preliminary Engineering Contract with Bledsoe Riggert Cooper James for the Overhill Drive and Smith Avenue Sidewalk Projects

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 6/6/2023

Report: These two projects were prioritized by the City Council Sidewalk Committee to install new sidewalk on Overhill Drive from 3rd Street to 5th Street and on Smith Avenue from College Avenue to Walnut Street. This contract includes full design for the Overhill Drive sidewalk and conceptual design for the Smith Avenue sidewalk. BRCJ was selected for this work from the City's pre-approved engineering consultant list due to their familiarity with the area and expertise with this type of project. This contract is set at a not-to-exceed amount of \$49,700. Construction is not currently funded. A future contract amendment will be necessary to complete full design for the Smith Avenue sidewalk.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Current Item	6/6/2023
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD

City of Bloomington Contract and Purchase Justification Form

Vendor: Bledsoe Riggert Cooper James

Contract Amount: \$49,700.00

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

PURCHASE INFORMATION

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

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

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

	Yes	No
# of Submittals: 24		
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Were vendor presentations requested?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Yes	No
Was the lowest cost selected? (If no, please state below why it was not.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The RFQu was issued seeking statement of qualifications to establish a list of qualified firms that may be contacted for projects. 14 firms were placed on the Pre-Approved list, the term of the list was originally from April 15, 2019 through March 31, 2022 and then extended to end March 31, 2024.

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

Bledsoe Riggert Copper James was selected to design this project from the City's on-call engineering consultant list due to their familiarity with the area and experience with this type of project.

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

May 18, 2023

Neil Kopper, PE
Project Engineer
City of Bloomington Engineering Department
City Hall
401 N. Morton Street, Suite 130
Bloomington, IN 47404

via email koppern@bloomington.in.gov

RE: Overhill Drive and Smith Avenue Sidewalk Improvements
Proposal for Land Surveying and Civil Engineering Services

Dear Mr. Kopper:

Bledsoe Riggert Cooper James (BRCJ) is pleased to submit this proposal for land surveying and civil engineering services associated with the Overhill Drive and Smith Avenue sidewalk improvement projects.

SCOPE OF WORK

- A. The Overhill Drive project consists of developing construction documents to allow for the construction of a sidewalk between 3rd and 5th Streets along with drainage improvements. It is assumed that the sidewalk will be along the west side of the street unless the east side is a better fit.
- B. The Smith Avenue project consists of studying the corridor between College Avenue and Walnut Street; developing creative options to place a sidewalk within the corridor; and preparing conceptual designs. These designs will be evaluated by City Engineering to decide whether or not to proceed in the future.

PROPOSED SERVICES

A. LAND SURVEYING

1. Perform topographic surveys of the project areas along Overhill Drive between 3rd and 5th Streets and Smith Avenue between College and Walnut.
2. Establish apparent street right of way in the project areas, with apparent right of way lines to be shown on the survey drawings.
3. Obtain utility locates through Indiana811 – Indiana Underground Plant Protection Services.
4. R/W Engineering to determine permanent and temporary R/W takes and prepare descriptions and exhibits is not included in this proposal.

B. CIVIL ENGINEERING

1. Visit the project sites to field check the surveys and confirm and document existing conditions.
2. Study the Smith Avenue corridor to determine what is possible, identify utility conflicts, develop creative solutions for up to four options, and prepare conceptual designs for City Engineering to consider whether or not to proceed further.
3. Develop concept plans for the proposed improvements along Overhill Drive.
4. Meet with City Engineering and CBU to review the concept plans for Overhill Drive and agree to the direction of the design for each project.
5. Prepare a complete set of engineering documents for the Overhill Drive project, including:
 - a. Title Sheet
 - b. Existing Conditions Plan
 - c. Apparent Street Right-of-Way Plan

- d. Maintenance of Traffic Plan
 - e. Selective Demolition and Erosion Control Plan
 - f. Site Improvement Plan (with pavement markings)
 - g. Site Layout Plan (with coordinates and dimensions)
 - h. Site Grading Plan and Drainage Plan
 - i. Site Landscape Plan
 - j. Cross Sections
 - k. Details – Curb, Sidewalk, Ramp, Driveway, Pavement Repair, etc.
 - l. Prepare Special Provisions
 - m. Engineer's Construction Estimates
6. Submit plans for review at 50%, 95%, and 100% design completion.
 7. Meet with City Engineering and CBU for a review session to discuss the design and determine all necessary changes to finalize the documents.

C. ADDITIONAL SERVICES

The following services are not included in the above scope. Selected services may be negotiated or performed on an hourly basis at the request of the City.

1. R/W Engineering to determine permanent and temporary R/W takes and prepare descriptions and exhibits.
2. Meet with property owners adjacent to the project.
3. Electrical design for street lighting.
4. Design and permitting for water main and/or sanitary sewer main relocations.
5. Modifications to plans and specifications after final approval by the City.

D. ADDITIONAL PROVISIONS AND ASSUPTIONS

BRCJ has assumed a total of four (4) coordination/review meetings with City Engineering and CBU for drainage improvements. If additional meetings are necessary or otherwise requested, they will be provided on an hourly basis.

E. PROJECT SCHEDULE

BRCJ will commence with the topographic surveying effort within six (6) weeks of the notice to proceed. It will take approximately three (3) weeks to complete the field work and prepare base drawings for design. It will take an additional eight (8) to ten (10) weeks to complete the designs.

F. PROFESSIONAL FEES

BRCJ's professional fees are based on the time and expertise anticipated to complete the proposed services as described above. BRCJ proposes to provide the following services and associated fees:

1. Overhill Drive Topographic Survey for a lump sum fee of \$7,600.00.
2. Overhill Drive Civil Engineering services for a lump sum fee of \$28,100.00.
3. Smith Avenue Topographic Survey for a lump sum fee of \$4,000.00.
4. Smith Avenue Civil Engineering services for a lump sum fee of \$7,760.00.
5. Set aside assistance during the Bidding and Construction Phases for Overhill Drive on an hourly basis estimated at \$2,240.00.

For a grand total of \$49,700.00.

Overhill Drive and Smith Avenue Sidewalk Improvements
Proposal for Land Surveying and Civil Engineering Services
May 18, 2023
Page 3 of 3

The fees indicated for this proposal are lump sum unless noted otherwise. Billings will be made monthly, 30 days net, in proportion to the complete percentage of our work.

Attached, for the City's review, please find images with the proposed survey limits, Fee Justification Spreadsheet and Fee Schedule

BRCJ appreciates the opportunity to submit this proposal for the City's consideration. If everything is acceptable, BRCJ will prepare the City's Standard Local Contract. BRCJ looks forward to working with the City on these projects. If there are any questions regarding this proposal, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W.S. Riggert', is written over a horizontal line.

William S. Riggert, PE
Principal

Attachments



34
9N-1W

S Overhill DR

E 5th ST

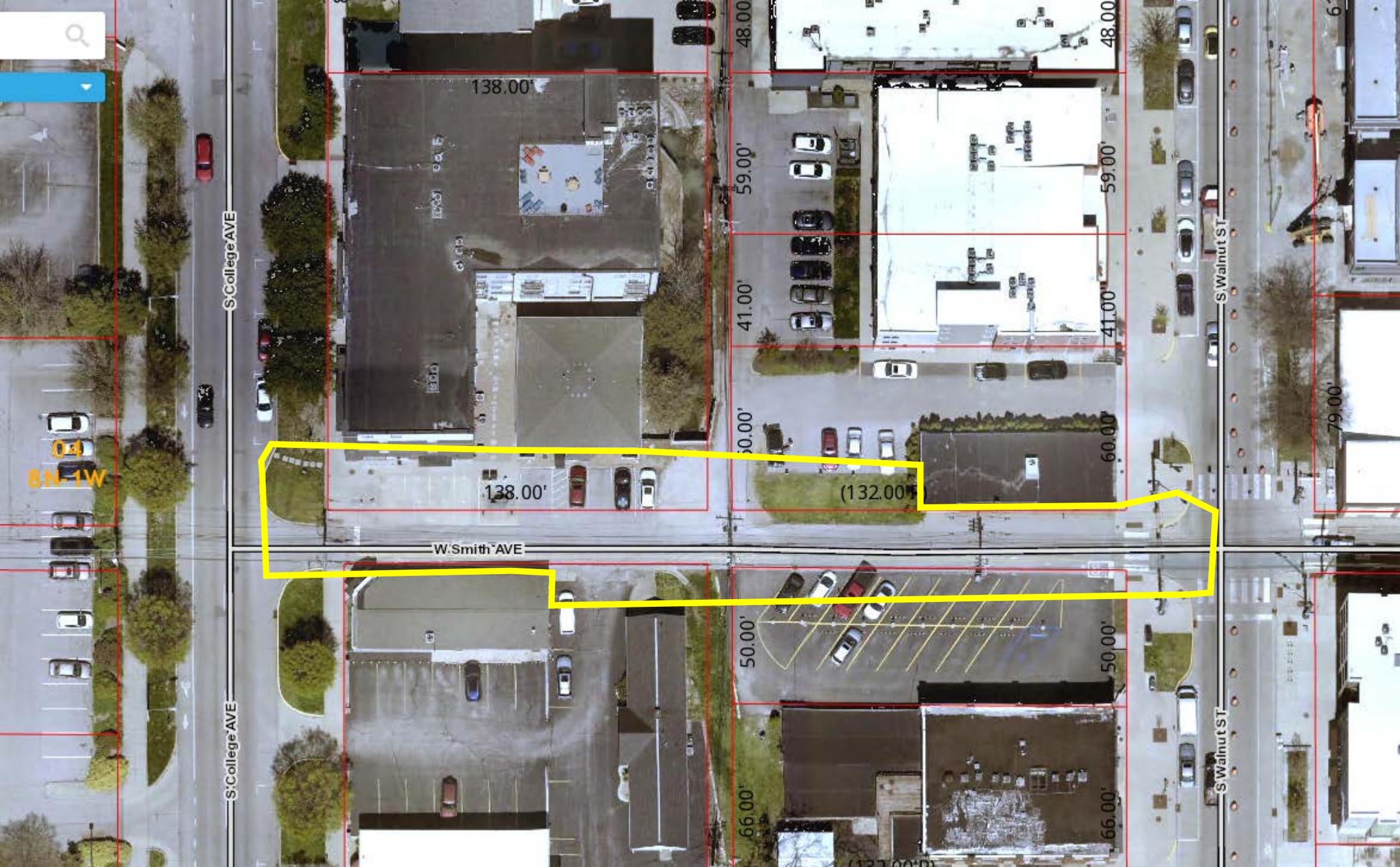
E 5th ST

E Edwards ROW

E 3rd ST

E 3rd ST

3
1



8N-1W



S College AVE

S College AVE

S Walnut ST

S Walnut ST

W Smith AVE

138.00'

138.00'

59.00'

41.00'

30.00'

50.00'

66.00'

59.00'

41.00'

60.00'

50.00'

66.00'

(132.00')

(132.00')

48.00'

48.00'

79.00'

6'

BLEDSON RIGGERT COOPER JAMES Land Surveying - Civil Engineering - GIS		Fee Justification						
Description: Land Surveying & Civil Engineering Services		City of Bloomington - Overhill Drive and Smith Avenue Sidewalk Improvements Project May 18, 2023						
DESCRIPTION	Number of Sheets, Items or Events	Staff Hours by Classification					Total Hours / Task	Total Dollars / Task
		Professional Engineer	Civil Engineer	Landscape Architect	CAD Technician	Admin Assistant		
Land Surveying Services								
Overhill Drive between 3rd and 5th - Topo and Establish apparent street R/W	Lump Sum							\$7,600.00
Smith Avenue between College and Walnut - Topo and Establish apparent street	Lump Sum							\$4,000.00
SUBTOTAL:								\$11,600.00
Preliminary Tasks								
Initial Coordination with City Engineering		1	0	0	0	0	1	\$140.00
Site Reconnaissance, Survey Field Check, and Photography		4	4	0	0	0	8	\$960.00
SUBTOTAL:							9	\$1,100.00
Design Tasks - Overhill Drive Sidewalk one side between 3rd and 5th								
Title Sheet		1	4	0	0	0	5	\$540.00
Existing Conditions Plan with control points and utility contacts		1	4	0	0	0	5	\$540.00
Right-Of-Way Plan with property identification		1	4	0	0	0	5	\$540.00
Maintenance of Traffic Plan		1	8	0	0	0	12	\$1,360.00
Selective Site Demolition and Erosion Control Plan		1	8	0	0	0	9	\$940.00
Site Improvement Plan		1	16	0	0	0	17	\$1,740.00
Site Layout Plan with coordinates and dimensions		1	4	0	0	0	5	\$540.00
Site Grading and Drainage Plan with spot elevations		1	16	0	0	0	20	\$2,160.00
Storm Sewer Profiles		1	8	0	0	0	12	\$1,360.00
Cross Sections (650 LF, approximately 16 sections, 8 per sheet)		2	16	0	0	0	20	\$2,160.00
Sidewalk, Ramp, and Driveway Details		1	16	0	0	0	24	\$2,720.00
Drainage Calculations			8	0	0	0	8	\$1,120.00
Sidewalk and Ramp Details		1	8	0	0	0	12	\$1,360.00
Coordination with Utilities			8	0	0	0	8	\$1,120.00
Engineer's Construction Estimate		2	8	8	0	0	16	\$1,920.00
Special Provisions - Technical Specifications			8	0	0	0	8	\$1,120.00
Owner Review Revisions			4	16	0	0	20	\$2,160.00
Project Management and Plan Review			12	0	0	0	12	\$1,680.00
SUBTOTAL:							218	\$25,080.00
Design Tasks - Smith Avenue Sidewalk Study								
Evaluate existing conditions and develop possible options			8	8	0	0	16	\$1,920.00
Existing Conditions Plan with control points and utility contacts		1	1	2	0	0	3	\$340.00
Right-Of-Way Plan with property identification		1	1	2	0	0	3	\$340.00
Develop concept plans		4	4	16	0	0	20	\$2,160.00
Engineer's Construction Estimate		4	4	8	0	0	12	\$1,360.00
Owner Review Revisions			2	8	0	0	10	\$1,080.00
Project Management and Plan Review			4	0	0	0	4	\$560.00
SUBTOTAL:							68	\$7,760.00
Project Meetings Coordination and Management								
Coordination and Plan Review Meetings for Overhill Drive Project		2	4	4	0	0	8	\$960.00
Field Review of Plan Set for Overhill Drive Project			4	4	0	0	8	\$960.00
SUBTOTAL:							16	\$1,920.00
Bidding and Construction Phase Support								
Overhill Drive Project			16	0	0	0	16	\$2,240.00
SUBTOTAL:							16	\$2,240.00
TOTAL - Civil Engineering (CE) HOURS:			135	192	0	0	259	\$38,100.00
CE - CLASSIFICATION RATE PER HOUR			\$140.00	\$100.00	\$100.00	\$90.00	\$70.00	
CE - LABOR AND OVERHEAD COSTS:			\$18,900.00	\$19,200.00	\$0.00	\$0.00	\$0.00	\$38,100.00
TOTAL COST Civil Engineering and Land Surveying:								\$49,700.00

FEE SCHEDULE
 (Effective January 1, 2022)

HOURLY RATES

Registered Land Surveyor	\$ 140.00
Registered Engineer	\$ 140.00
GIS Software Engineer	\$ 140.00
Surveyor / Engineer / Landscape Architect / Designer	\$ 100.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 140.00
Surveying Technician / Engineering Technician / GIS Analyst / Drafter	\$ 90.00
Clerical	\$ 70.00

PROJECT NAME: Overhill Drive and Smith Avenue Drive Sidewalk Improvements

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 6TH day of June, 2023 by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and Bledsoe Riggert Cooper James (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to construct sidewalks, curb ramps, crosswalks, and related improvements along either the east or west side of Overhill Drive between 3rd Street and 5th Street and perform a study of the Smith Avenue corridor between College Avenue and Walnut Street to determine the feasibility of a sidewalk connection; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of site designs, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "the Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide land surveying and engineering design services for the improvements above. These design services shall include the preparation of plans, and estimates for work on sidewalks, curb ramps, cross walks, and other incidental construction that is found necessary to complete the installation of these features. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Engineering Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Neil Kopper, Senior Project Engineer, Engineering Department ("Kopper"), to serve as the Board's representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by

reference as though fully set forth. For the portion of the project identified as Overhill Drive, the total compensation paid, including fees and expenses, shall not exceed the amount of **Thirty-Seven Thousand Nine Hundred and Forty Dollars (\$37,940.00)**. For the portion of the project identified as Smith Avenue, the total compensation paid, including fees and expenses, shall not exceed the amount of **Eleven Thousand Seven Hundred Sixty Dollars (\$11,760.00)**. The total compensation paid for the project, including fees and expenses, shall not exceed the amount of **Forty-Nine Thousand Seven Hundred Dollars (\$49,700.00)**. These sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

2. Billing Records:

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Key Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor,

materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Board, and the officers, employees and agents of each shall be named as additional insured under both the General Liability Insurance and Automobile Liability Insurance policies, and the policies shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Board prior to the commencement of work under the Agreement. Approval of the insurance by the Board shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Board required proof that the insurance has been procured and is in force and paid for, Board shall have the right at Board's election to forthwith terminate the Agreement.

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right

to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Consultant 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 Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Consultant's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Engineering Department
Attn: Neil Kopper
401 N. Morton Street, Suite 130
Bloomington, IN 47404

Consultant:

Bledsoe Riggert Cooper James
Attn: William S. Riggert
1351 S. Tapp Road
Bloomington, IN 47403-3238

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

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 26. Verification of New Employee' Employment Status: Consultant 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.) Consultant shall sign an

affidavit, attached as Exhibit E, affirming that Consultant 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 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth. This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Owner

Consultant

City of Bloomington
Board of Public Works

Bledsoe Riggert Cooper James

By: _____
Kyla Cox Deckard, President

William S. Riggert, PE
President

By: _____
Jennifer Lloyd, Vice President

By: _____
Elizabeth Karon, Secretary

By: _____
Beth Cate, Corporation Counsel

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

Provided as separate spreadsheet.

**EXHIBIT B
COMPENSATION**

This project is to be completed and invoiced using a Lump Sum basis. Each work area has an agreed maximum cost presented below. In the event that additional services are needed, additional compensation will be determined using the same rates that appear in Exhibit A. Additional services will only proceed with prior written approval from the Board or Engineering Department officials designated by the Board as project coordinator(s).

OVERHILL DIVE

Land Surveying	\$7,600.00
Assessment and Preliminary Design	\$1,100.00
Design.....	\$25,080.00
Bidding and Construction Phase Support	\$2,240.00
Project Management	\$1,920.00

TOTAL ESTIMATED COST OF OVERHILL DRIVE \$37,940.00

SMITH AVENUE

Land Surveying.....	\$4,000.00
Perform Study and Develop Concept Designs	\$7,760.00

TOTAL ESTIMATED COST OF SMITH Avenue \$11,760.00

For the purpose of estimating additional work, if found necessary, the cost of such additional work shall be determined on the following schedule:

Senior Project Manager:	\$140 / hour
Project Engineer – PE:	\$140 / hour
Land Surveyor – PLS:	\$140 / hour
Graduate Civil Engineer:	\$100 / hour
Surveyor Crew – PLS:	\$140 / hour
CADD Technician:	\$90 / hour
Direct Expenses:	At Cost
Subconsultants:	At Cost + 5%

**EXHIBIT C
PROJECT SCHEDULE**

	OVERHILL DRIVE	
MILESTONES	ESTIMATED DATE	COMMENTS
Notice to Proceed	June 20, 2023	
Perform Topographic Survey	Aug 25, 2023	
Submit Preliminary Plans	Sept 22, 2023	Assumes expedited review period for City
Submit Draft Final Plans	Oct 20, 2023	
Complete Final Plans	Nov 17, 2023	
Bid Advertisement	Nov 28, 2023	TBD by City
Bid Opening	Dec 19, 2023	TBD by City
Construction	2024	TBD by City

	SMITH AVENUE	
MILESTONES	ESTIMATED DATE	COMMENTS
Notice to Proceed	June 20, 2023	
Perform Topographic Survey	Aug 25, 2023	
Present Concept Plans	Oct 20, 2023	

**EXHIBIT D
KEY PERSONNEL**

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

Position / Responsibility

Name

Senior Project Manager

William S. Riggert, PE

Project Engineer

Andrew E. Knust, PE

Land Surveyor

Christopher L. Porter, PLS

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

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

William S. Riggert, PE
President

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____.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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_____.

Bledsoe Riggert Cooper James
(Name of Organization)

By: _____
William S. Riggert, PE
President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____



Board of Public Works Staff Report

Project/Event: Request from Duke Energy for a full street closure on S Rogers St south of W Patterson Dr

Staff Representative: Paul Kehrberg

Petitioner/Representative: Dawn Brunk, Duke Energy

Date: June 6, 2023

Report: Duke Energy is requesting a full street closure on S Rogers St from W Cherokee Dr to W Hillside Dr. This closure is part of the Reliability Project, and is being requested so crews can use a crane to set the tops of four transmission line poles. They are requesting to do the closure on a Sunday for 8 to 10 hours to have the least amount of impact.

The official detour route will use W Country Club Dr, S Walnut St, and W Grimes Ln. The closure is scheduled for Sunday, June 11, 2023.



1000 East Main Street
Plainfield, IN 46168

o: 317-838-1142
c: 317-697-1873

Jun. 2, 2023

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

Re: Duke Energy Construction ROW Work-Rogers St

Dear Board Members:

Duke Energy started construction of a new planned transmission line in February 2023 along several downtown streets and along the B-Line Trail. This project is part of a multi-year project that began in 2016 to help meet the growing demand for electricity and adequately serve the city. Duke Energy has worked closely with the city and local officials to plan the project.

In order to facilitate this project, Duke Energy is respectfully requesting the following:

Road closure:

- A section of S Rogers St between W Hill Side Dr to W Cherokee Dr.
 - Traffic will be escorted in and out of businesses/park when needed.

This information is included in the attached Management of Traffic Plan. Duke Energy will coordinate with the City of Bloomington, City of Bloomington Utilities, law enforcement and transit providers to ensure that this restriction and closure information is well communicated. Therefore, Duke Energy respectfully requests that the Board of Public Works approves the restrictions closure referenced above for 8-10 hours on Sunday to affect the least amount of traffic.

Sincerely,

A handwritten signature in black ink that reads "Dawn M. Brunk". The signature is written in a cursive, flowing style.

Dawn Brunk, Project Manager

Jun. 2, 2023

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

Re: Duke Energy Reliability Line – S Rogers St.

Dear Board Members:

Duke Energy began work in February 2023 to construct the new planned transmission line along several downtown streets and along the B-Line Trail. This work is one phase of a multi-year effort known as the Bloomington Reliability Project. Planning for the project began in 2016 to help meet the growing demand for electricity and to adequately serve the city.

The project includes the installation of new power lines that will feed three substations in a 3.3-mile transmission corridor and provide a continuous, enhanced reliable flow of energy for the Bloomington community. The project also:

- Provides additional capacity to deliver reliable electricity to help meet the growing needs of Bloomington and Duke Energy customers
- Provides more options for delivering and managing power in the area, enhancing the integrity of the system
- Improves electrical system reliability
- Better addresses the impact of severe weather in the city by improving the resiliency of the electric system and allowing for quicker recovery of service during storm-related outages
- Maintains a robust system for supplying and delivering electricity, which is integral to help ensure the continued economic growth and prosperity of the city and region
- Improves power quality and reliability now and in the future

Construction for the project has been divided into three phases. Phase 1 was completed in 2019 with the installation of the new 11th Street substation and transmission line system along North Rogers Street. Duke Energy is now preparing for Phase 3 to connect the 11th Street substation to the substation on South Rogers Street.

The construction work will require a temporary road closure on Sunday, June 11, 2023 as submitted with the Right-Of-Way Use Permit Application. The temporary closure is necessary for safety. Complete closures will be manned and able to work with local residents and businesses for access. Detour routes and signage will be in place. The barricades will be taken down to allow traffic to flow when the work is done.

Duke Energy has worked closely with City of Bloomington officials throughout the planning process on all phases of the project. We have also hosted informational community forums to gather input and evaluate options for the new transmission line route to be the least impactful to the community. We have continued to communicate with stakeholders along the route and in the community:

- Project webpage launched in early 2022: [Bloomington Reliability Project – Duke Energy \(duke-energy.com\)](https://www.duke-energy.com/bloomington-reliability-project)
- January 18, 2022: Phase 3 notification letter mailed to property owners and current tenants in the project area
- June 29, 2022: Phase 3 update postcard mailed notifying neighbors that the project schedule has shifted to 2023
- November 14, 2022:
 - Phase 3 - Update postcard mailed to property owners and tenants in the project area notifying them of upcoming work in 2023
 - Phase 2 – Notification letter mailed to property owners and tenants in the project area
- News release to communicate project was released January 4, 2023.



News Release_Duke
Energy begins next |

The project will continue to be managed in coordination with Duke Energy and the City of Bloomington. Questions about the project can be directed to Dawn Brunk at dawn.brunk@duke-energy.com

Sincerely,

A handwritten signature in black ink that reads "Dawn M. Brunk". The signature is written in a cursive, flowing style.

Dawn Brunk, Project Manager



Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Indiana, License No. PE19700034, Expiration Date: 7/31/2024



ORANGE BARREL ENGINEERS

www.orangebarrelengineers.com

ORANGE BARREL ENGINEERS, Inc.
1469 N Magnolia Avenue, Suite B
Ocala, FL 34475
317-758-7587

PREPARED FOR:
LE Meyers

PROJECT NAME:
**Road Closure With Detour
Cherokee Drive to Hillside Drive**

PROJECT ADDRESS:
**Rogers Street Substation
Bloomington, IN
Monroe County**

THESE DRAWINGS ARE THE PROPERTY OF LE Meyers. THEY ARE INTENDED EXCLUSIVELY FOR USE ON THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS WITHOUT THE EXPRESS WRITTEN CONSENT OF LE Meyers IS PROHIBITED

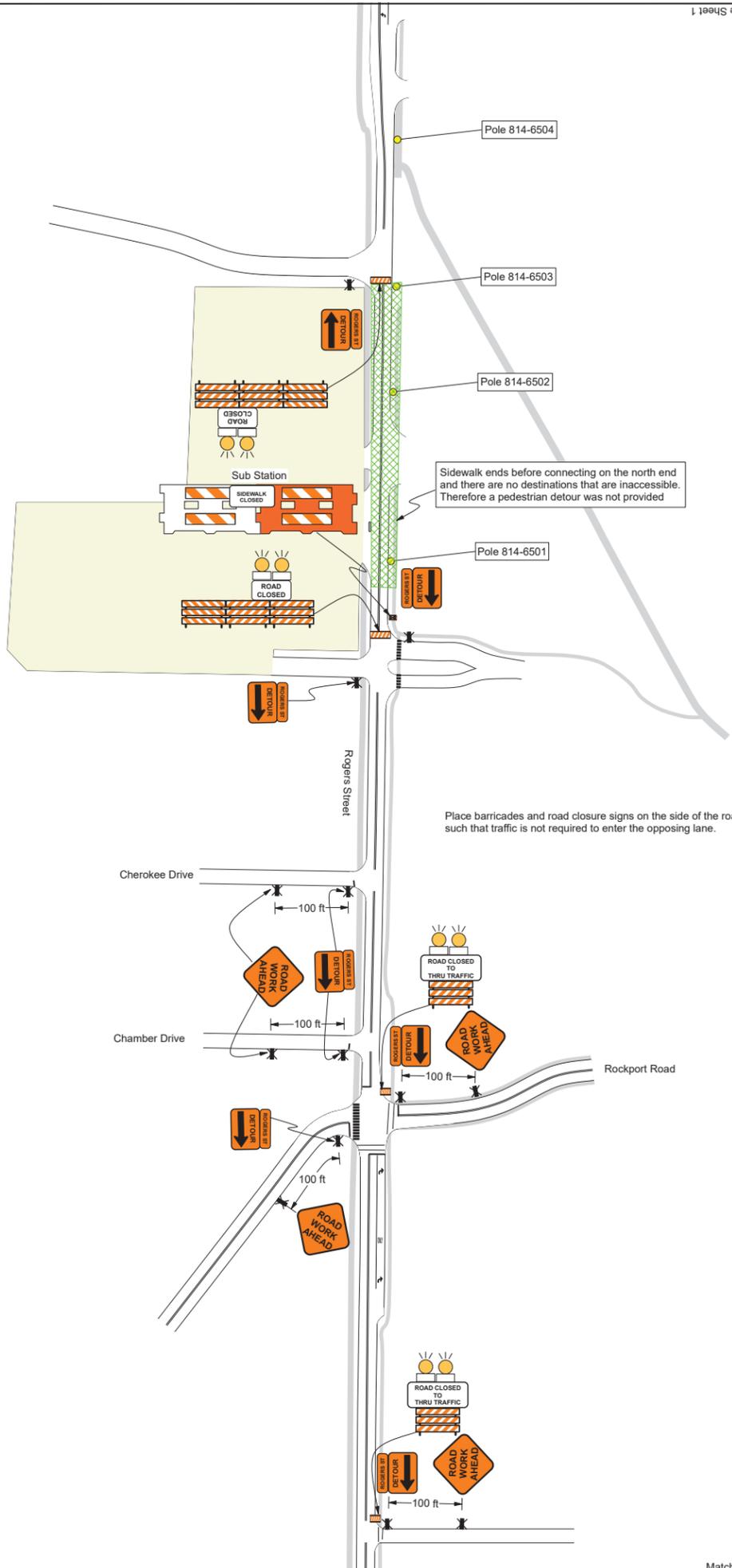
ISSUED FOR: **Temporary Traffic Control** DATE: **5/17/2023**

Des. by: JPM
Drawn by: JPM

REVISION			
NO	DESCRIPTION	BY	DATE

SHEET TITLE:
Temporary Traffic Control

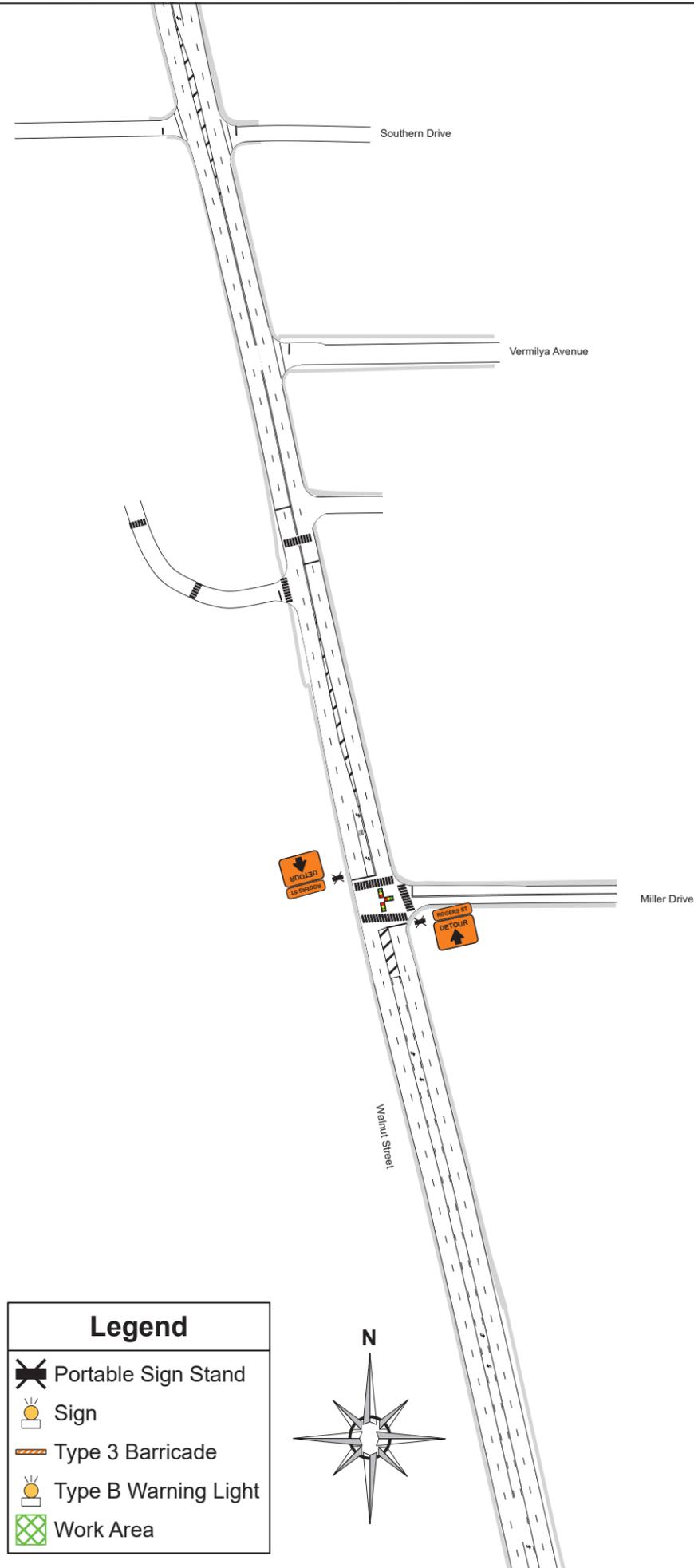
SHEET NUMBER:
2 OF 8



Match Line A - See Sheet 1

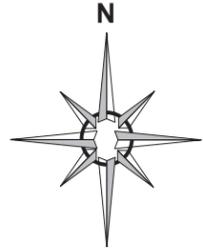
Match Line B - See Sheet 3

Bloomington Rail-Trail



Legend

- Portable Sign Stand
- Sign
- Type 3 Barricade
- Type B Warning Light
- Work Area





Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Indiana, License No. PE19700034, Expiration Date: 7/31/2024



www.orangebarrelengineers.com

ORANGE BARREL ENGINEERS, Inc.
1469 N Magnolia Avenue, Suite B
Ocala, FL 34475
317-758-7587

PREPARED FOR:
LE Meyers

PROJECT NAME:
**Road Closure With Detour
Cherokee Drive to Hillside Drive**

PROJECT ADDRESS:
**Rogers Street Substation
Bloomington, IN
Monroe County**

THESE DRAWINGS ARE THE PROPERTY OF LE Meyers. THEY ARE INTENDED EXCLUSIVELY FOR USE ON THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS WITHOUT THE EXPRESS WRITTEN CONSENT OF LE Meyers IS PROHIBITED

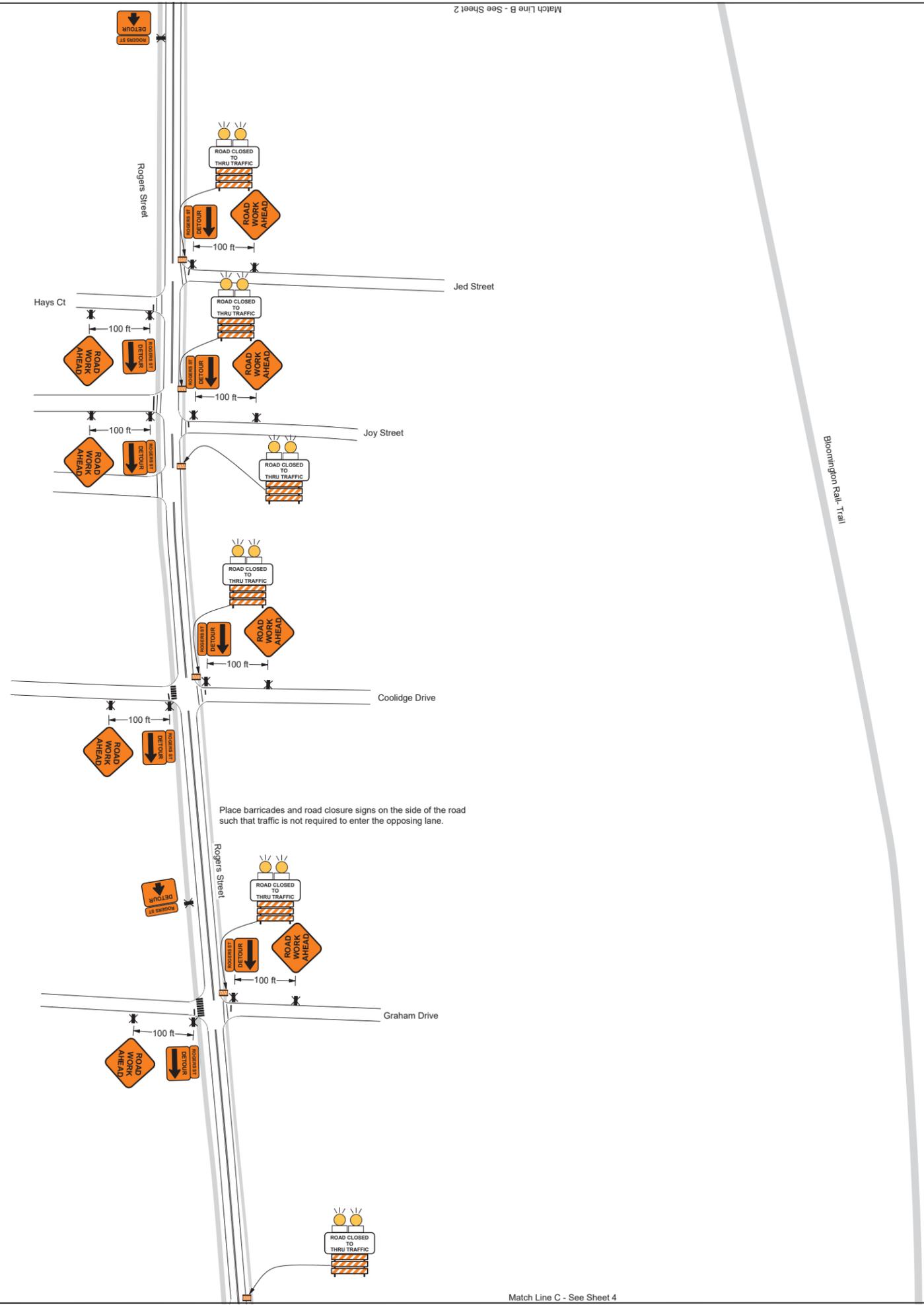
ISSUED FOR: DATE
Temporary Traffic Control 5/17/2023

Des. by: JPM
Drawn by: JPM

REVISION			
NO	DESCRIPTION	BY	DATE

SHEET TITLE:
Temporary Traffic Control

SHEET NUMBER:
3 OF 8



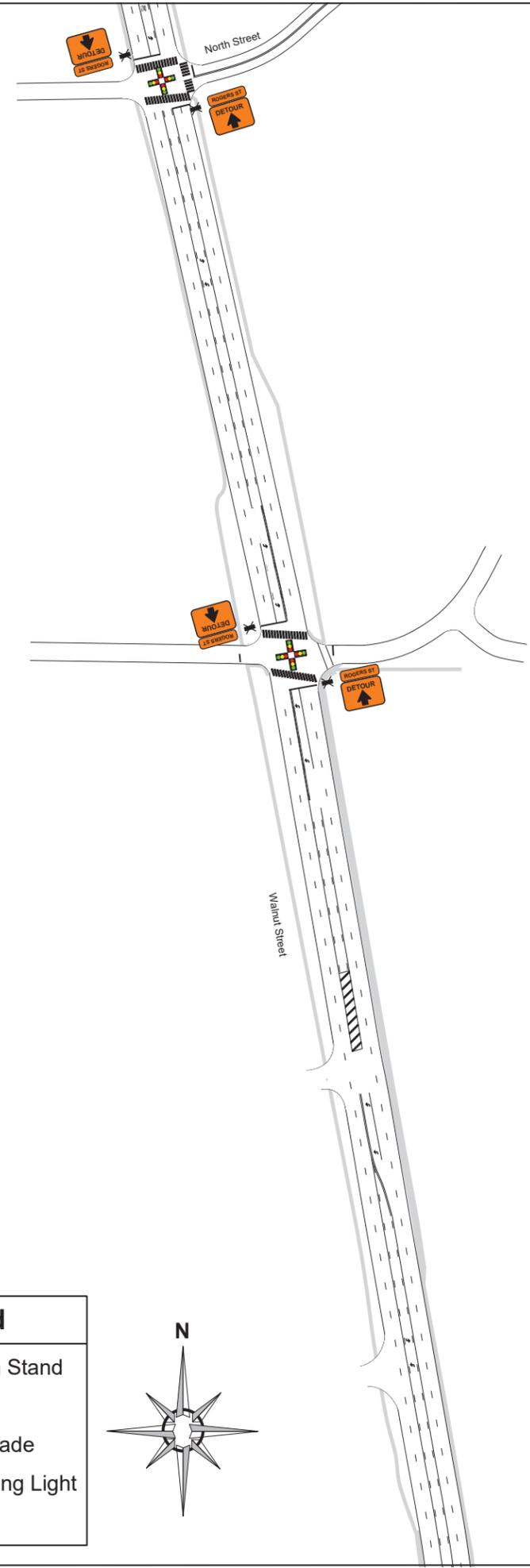
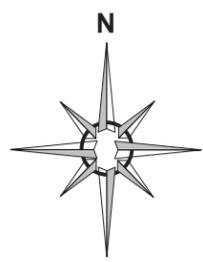
Match Line B - See Sheet 2

Match Line C - See Sheet 4

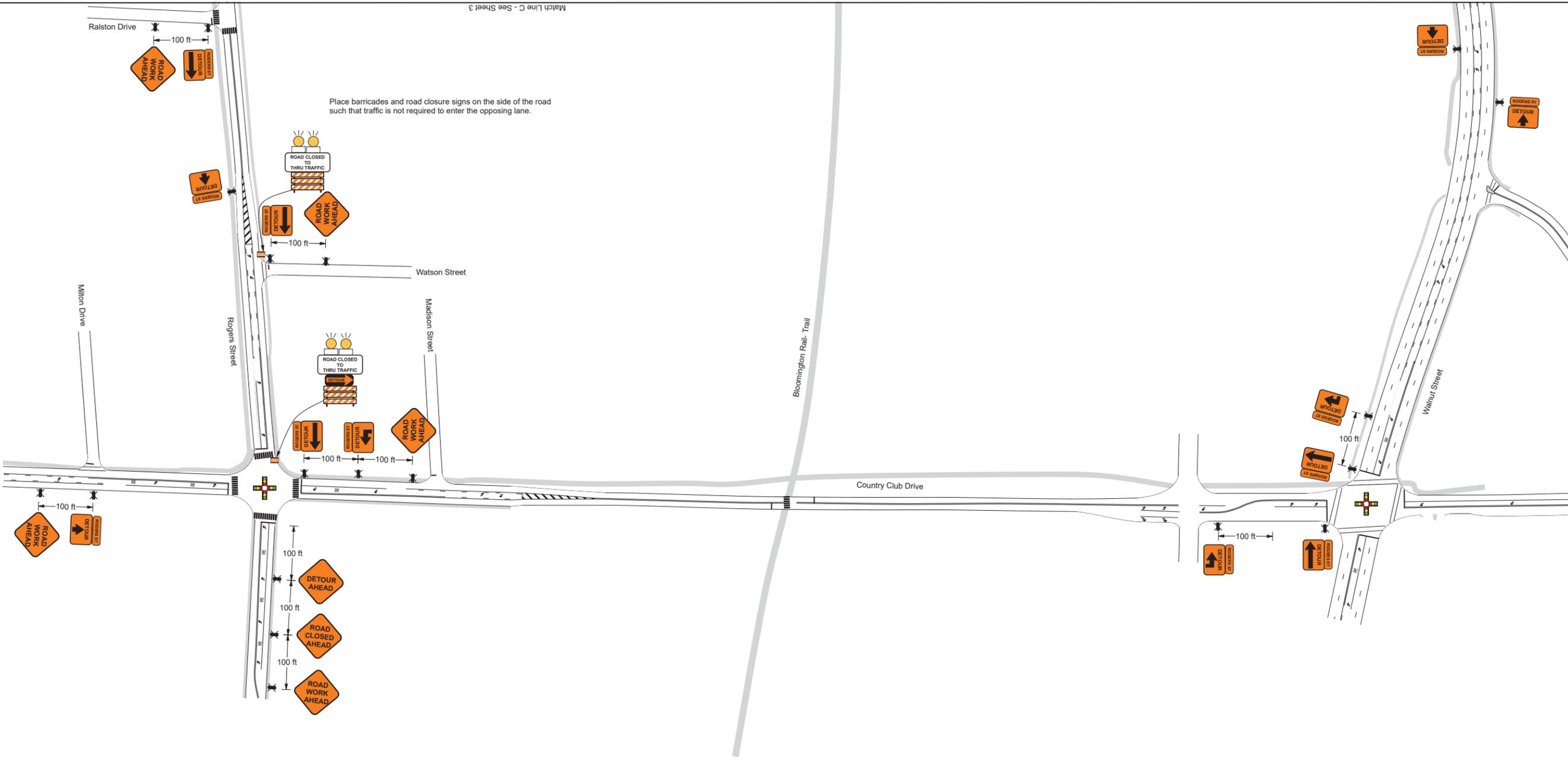
Bloomington Rail Trail

Legend

- Portable Sign Stand
- Sign
- Type 3 Barricade
- Type B Warning Light
- Work Area



Match Line C - See Sheet 3



Place barricades and road closure signs on the side of the road such that traffic is not required to enter the opposing lane.



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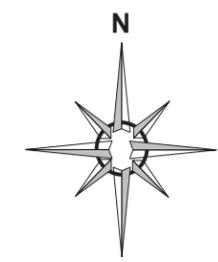
ISSUED FOR: **Temporary Traffic Control** DATE: **5/17/2023**

Des. by: JPM
Drawn by: JPM

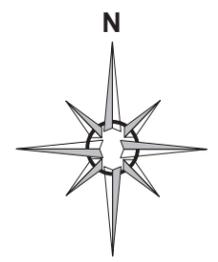
REVISION			
NO	DESCRIPTION	BY	DATE

SHEET TITLE:
Temporary Traffic Control

SHEET NUMBER:
4 OF 8



Legend	
	Portable Sign Stand
	Sign
	Type 3 Barricade
	Type B Warning Light
	Work Area



Legend

- Portable Sign Stand
- Sign
- Type 3 Barricade
- Type B Warning Light
- Work Area

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PREPARED FOR:
LE Meyers

PROJECT NAME:
**Road Closure With Detour
Cherokee Drive to Hillside Drive**

PROJECT ADDRESS:
**Rogers Street Substation
Bloomington, IN
Monroe County**

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ISSUED FOR: **Temporary Traffic Control** DATE: **5/17/2023**

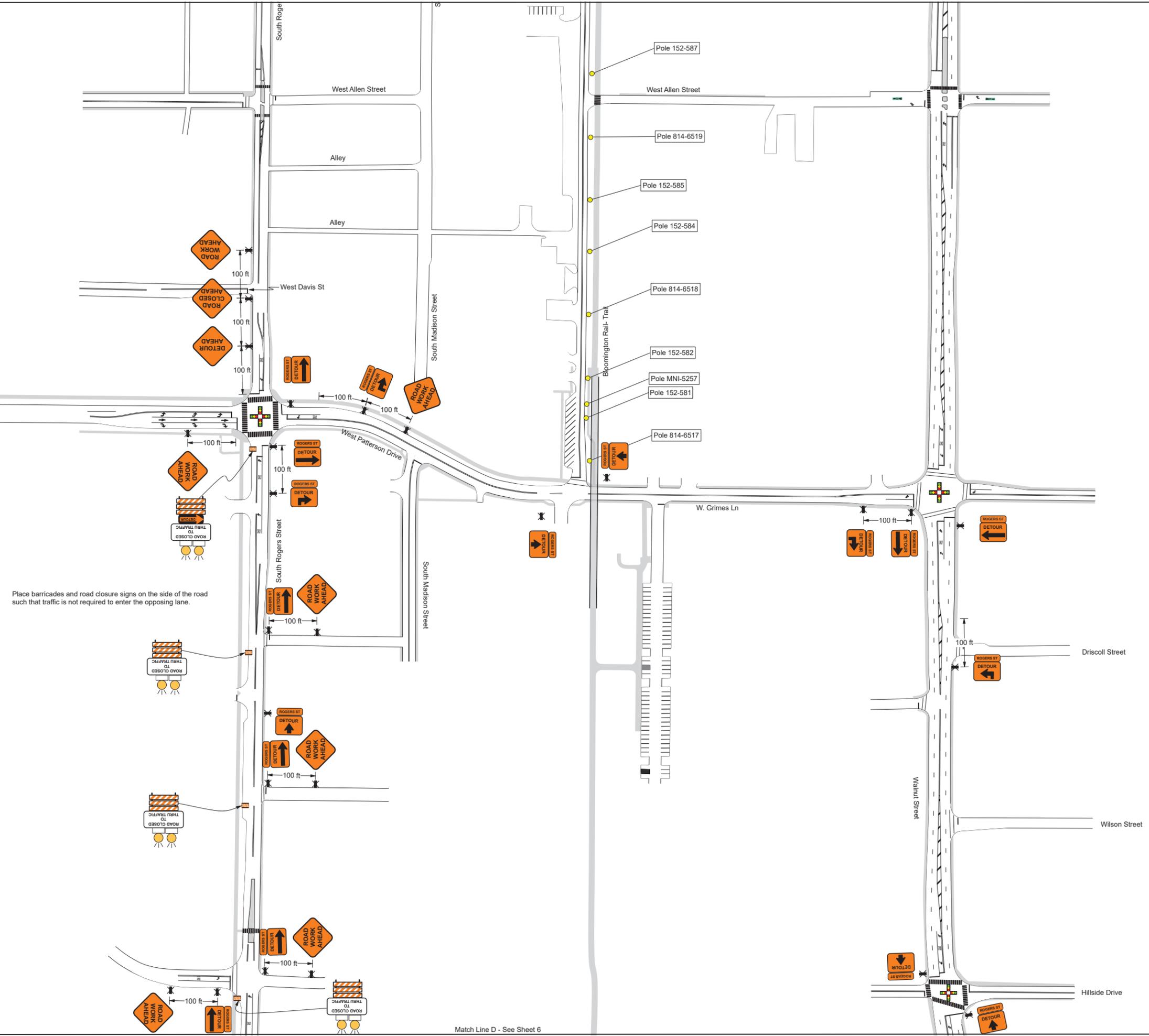
Des. by: JPM
Drawn by: JPM

REVISION

NO	DESCRIPTION	BY	DATE

SHEET TITLE:
Temporary Traffic Control

SHEET NUMBER:
5 OF 8



Place barricades and road closure signs on the side of the road such that traffic is not required to enter the opposing lane.

Match Line D - See Sheet 6



Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Indiana, License No. PE19700034, Expiration Date: 7/31/2024



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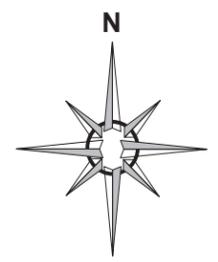
ISSUED FOR: **Temporary Traffic Control** DATE: **5/17/2023**

Des. by: JPM
Drawn by: JPM

REVISION			
NO	DESCRIPTION	BY	DATE

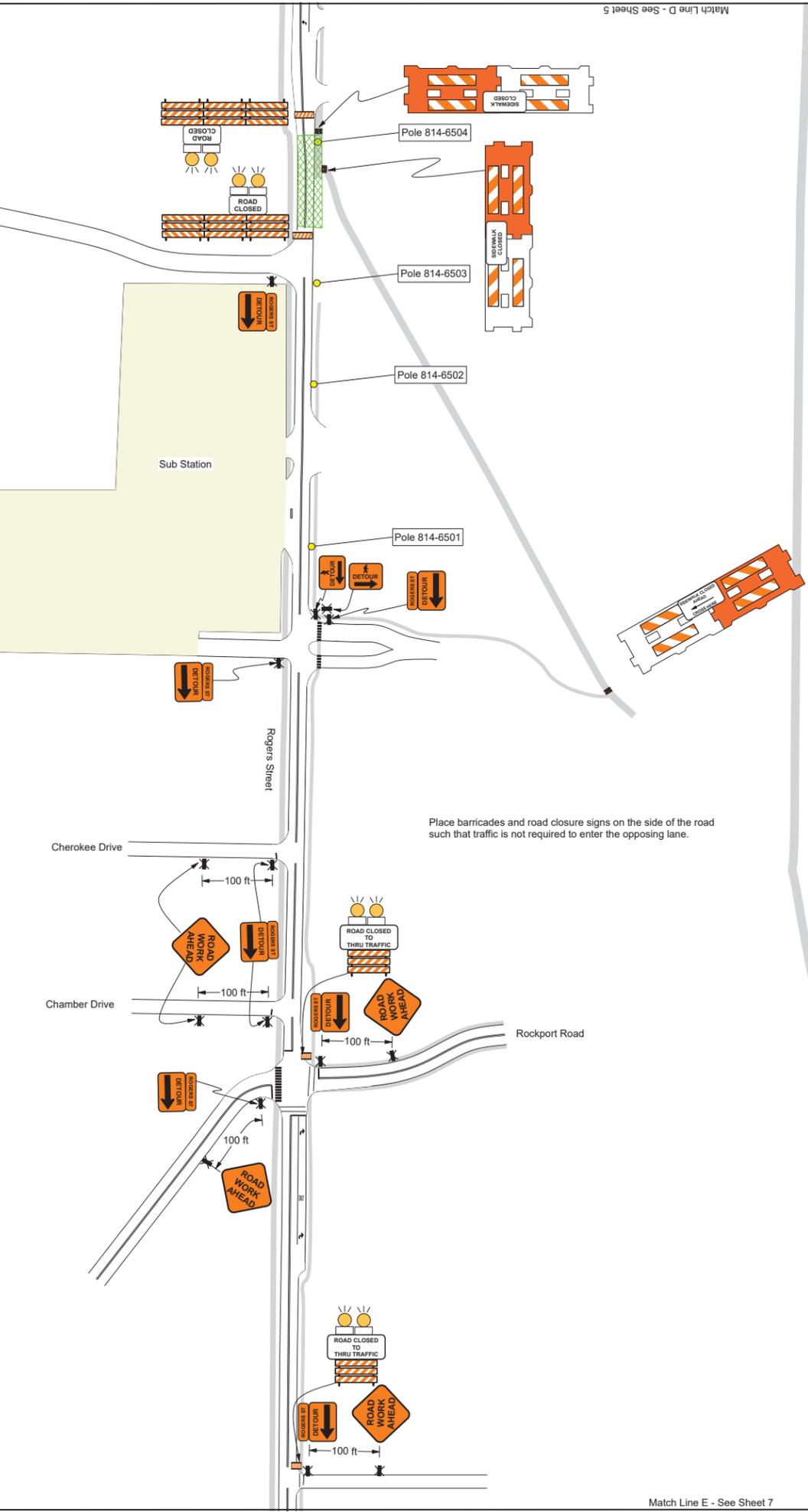
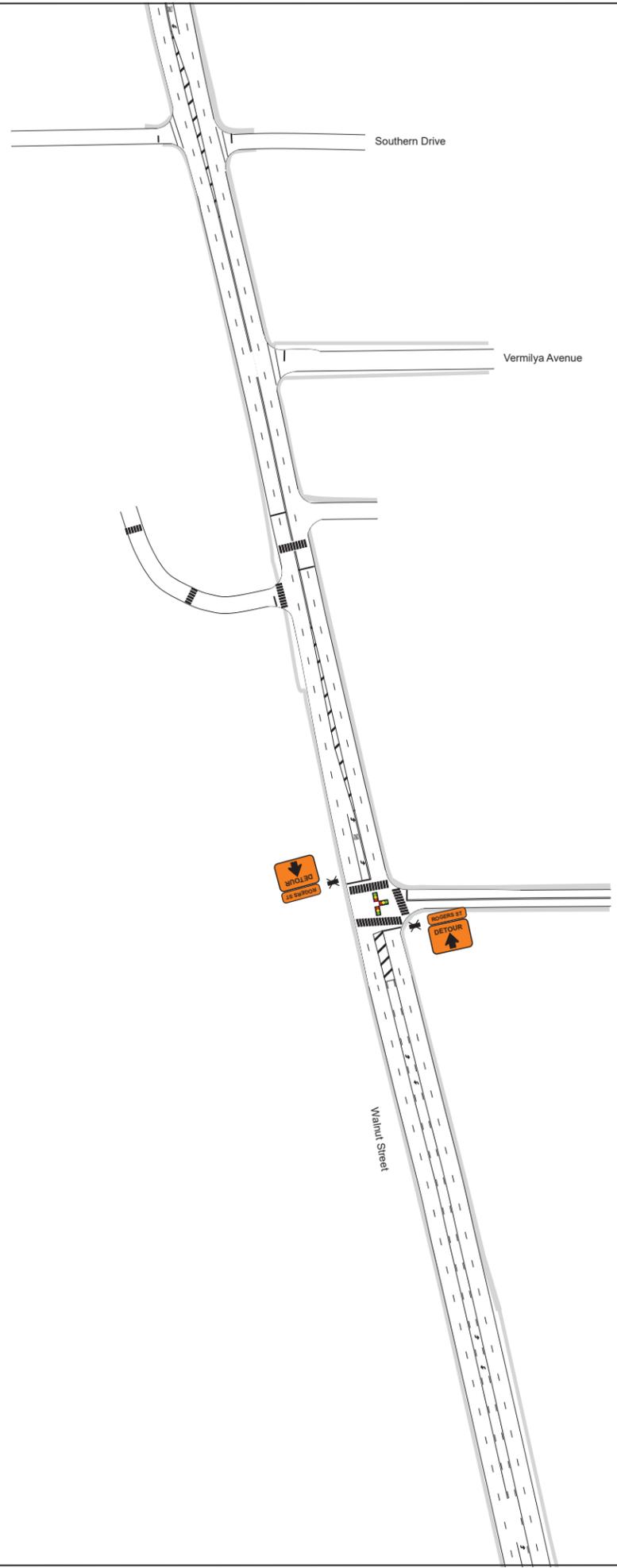
SHEET TITLE:
Temporary Traffic Control

SHEET NUMBER:
6 OF 8



Legend

- Portable Sign Stand
- Sign
- Type 3 Barricade
- Type B Warning Light
- Work Area



Place barricades and road closure signs on the side of the road such that traffic is not required to enter the opposing lane.

Match Line D - See Sheet 5

Match Line E - See Sheet 7



Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Indiana, License No. PE19700034, Expiration Date: 7/31/2024



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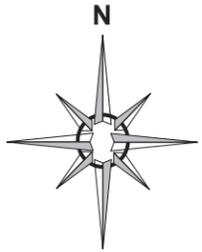
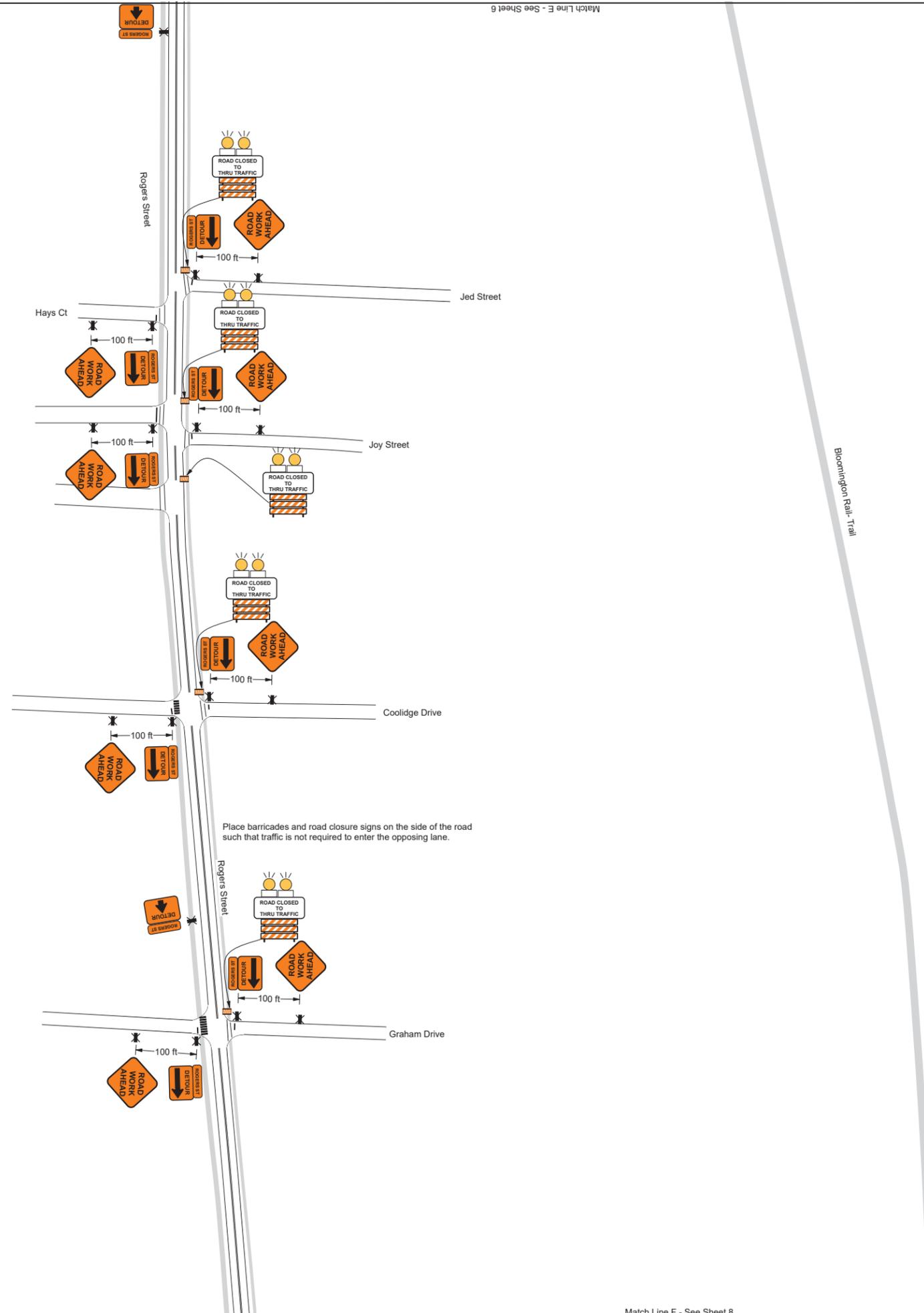
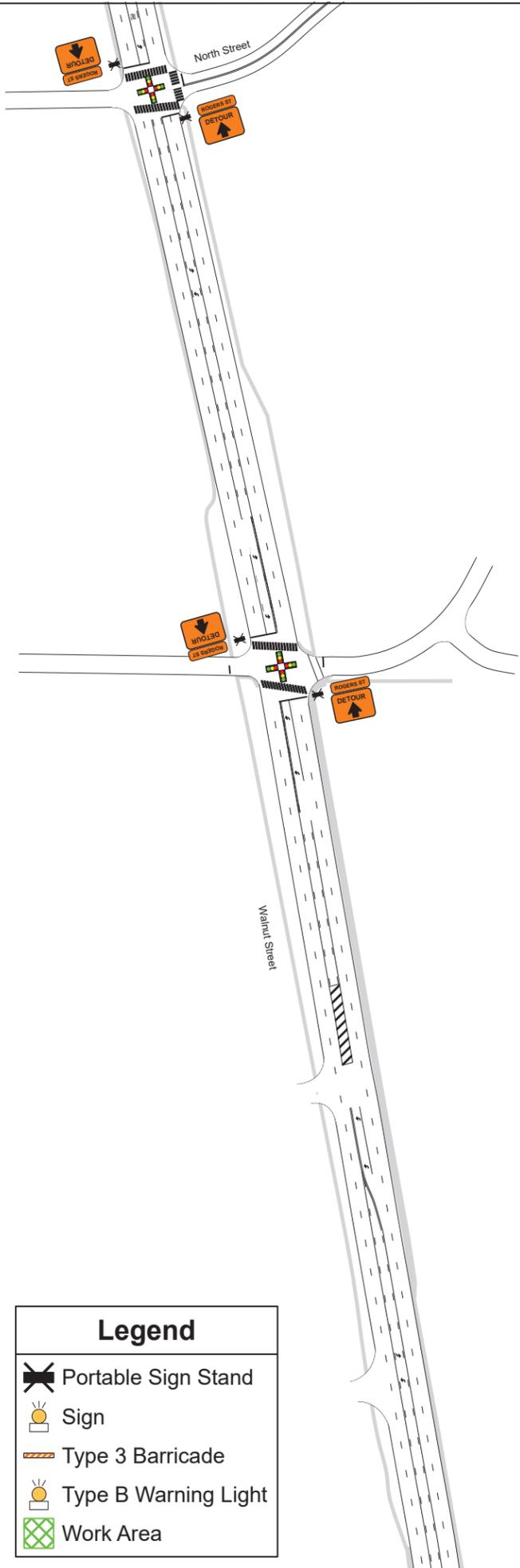
ISSUED FOR: **Temporary Traffic Control** DATE: **5/17/2023**

Des. by: JPM
Drawn by: JPM

REVISION			
NO	DESCRIPTION	BY	DATE

SHEET TITLE:
Temporary Traffic Control

SHEET NUMBER:
7 OF 8



Legend	
	Portable Sign Stand
	Sign
	Type 3 Barricade
	Type B Warning Light
	Work Area

Place barricades and road closure signs on the side of the road such that traffic is not required to enter the opposing lane.

Match Line E - See Sheet 6

Match Line F - See Sheet 8



Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Indiana, License No. PE19700034, Expiration Date: 7/31/2024



ORANGE BARREL ENGINEERS

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Ocala, FL 34475
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PREPARED FOR:
LE Meyers

PROJECT NAME:
**Road Closure With Detour
Cherokee Drive to Hillside Drive**

PROJECT ADDRESS:
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Bloomington, IN
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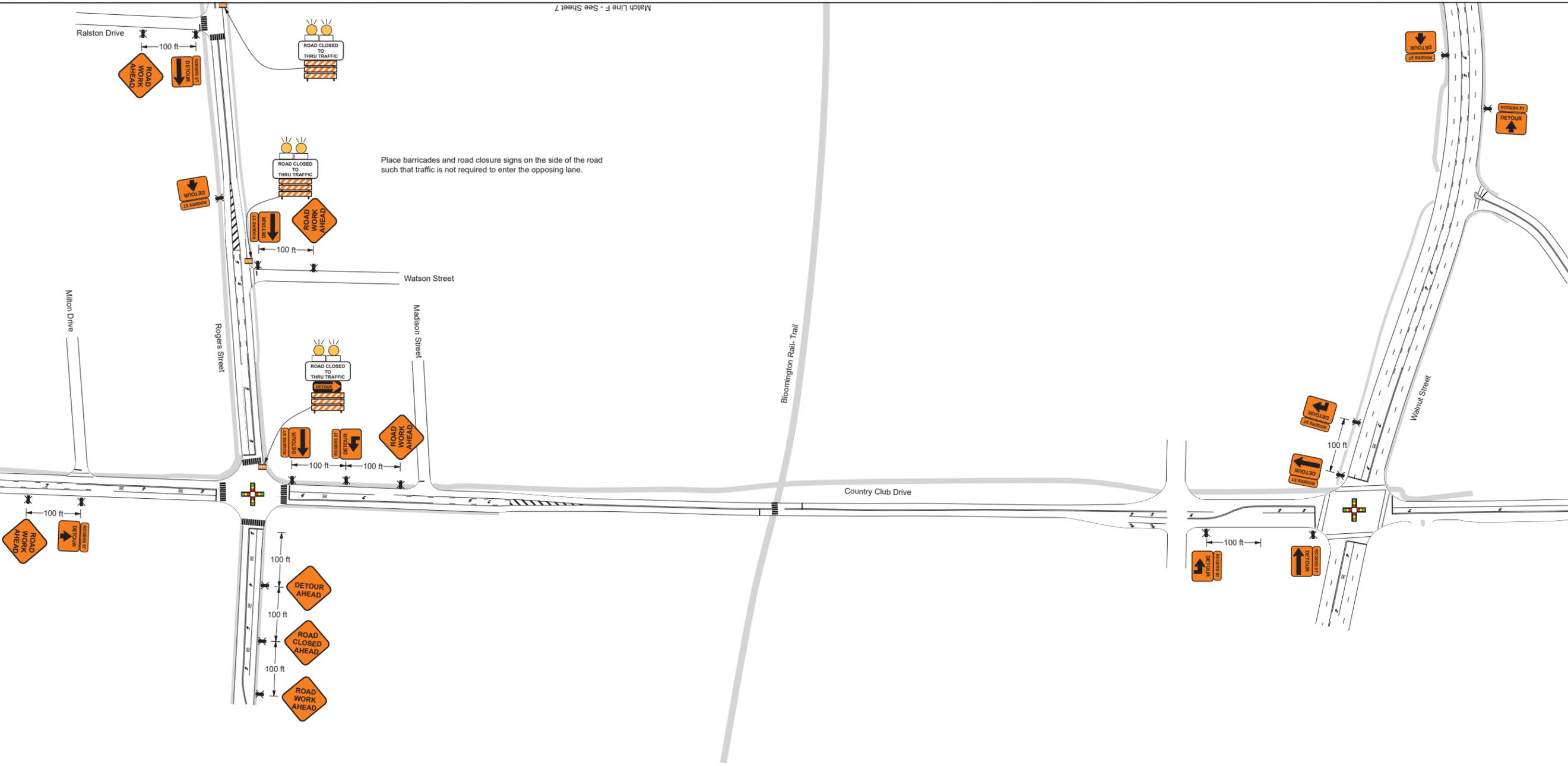
Des. by: JPM
Drawn by: JPM

REVISION

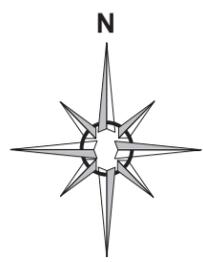
NO	DESCRIPTION	BY	DATE

SHEET TITLE:
Temporary Traffic Control

SHEET NUMBER:
8 OF 8



Match Line F - See Sheet 7



Legend	
	Portable Sign Stand
	Sign
	Type 3 Barricade
	Type B Warning Light
	Work Area



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact April Rosenberger with any questions: (812) 349-3411 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	Duke Energy Pole Installation		
Location of Event:	S Rogers St between Hillside Dr and Cherokee Dr		
Date of Event:	6/11/23	Time of Event:	Start: 7:00 AM
Calendar Day of Week:	Sunday		End: 5:00 PM
Description of Event:	Duke construction contractors will be installing the tops of 4 poles. A crane will be used during this installation.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Dawn Brunk		
Organization:	Duke Energy	Title:	Project Manager
Physical Address:	1000 E. Main St., Plainfield, IN 46168		
Email Address:	dawn.brunk@duke-energy.com	Phone Number:	317-697-1873
Signature:	<i>Dawn Brunk</i>	Date:	6/1/23

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS	
_____	_____
Kyla Cox Deckard, President	Elizabeth Karon, Vice-President
_____	_____
Date	Jennifer Lloyd, Secretary



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: _____

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Dawn Brunk</u>		<input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>dawn.brunk@duke-energy.com</u>		<input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Duke Energy</u>		<input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>1000 E Main St.</u>		*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.	
CITY, STATE, ZIP: <u>Plainfield, IN 46168</u>			
24-HR EMERGENCY CONTACT NAME: <u>Dawn Brunk</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N	
24-HR CONTACT PHONE #: <u>317-697-1873</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: _____ COMPANY: _____		F. IS THIS A <input checked="" type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND #*: <u>105534117</u> COMPANY: <u>Travelers</u>		PROJECT NAME: <u>BLM Rogers St-11th St 69171 Line Ph 3</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #: <u>M20024001 / WO# 37636633</u>	
SUBCONTRACTOR INFORMATION		PROJECT MGR.: <u>Dawn Brunk</u>	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #: <u>317-697-1873</u>	
COMPANY NAME: <u>LE Myers / RoadSafe</u>		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
B. WORK DESCRIPTION:		G. EXCAVATIONS:	
<input type="checkbox"/> POD/DUMPSTER <input checked="" type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE*		SQ FT OF PAVEMENT* EXCAVATIONS: _____	
(EXPLAIN): <u>Install 4 pole tops</u>		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		SQ FT OF NON-PAVEMENT EXCAVATIONS: _____	
C. RIGHT OF WAY TO BE USED/CLOSED:		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
STREET NAME 1: <u>Rogers St.</u>		LINEAL FT OF BORE*: _____	
1ST INTERSECTING STREET NAME: <u>W. Hillside Drive</u>		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
2ND INTERSECTING STREET NAME: <u>W. Cherokee Drive</u>		# OF POLE INSTALLATIONS/REMOVAL: _____	
<input checked="" type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		SQ FT OF SIDEWALK RECONSTRUCTION*: _____	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____	
START DATE: <u>6/11/23</u> END DATE: <u>6/11/23</u> # OF DAYS*: <u>8-10 hrs</u>		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
STREET NAME 2: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
1ST INTERSECTING STREET NAME: _____		 <p>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.</p>	
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"/>		H. INDEMNIFICATION AGREEMENT:	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		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.	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		PRINT NAME: <u>Dawn Brunk</u>	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		SIGNATURE: <u>Dawn Brunk</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		DATE: <u>5/30/23</u>	
STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>			
REQUESTED CLOSURE HOURS: <u>7:00</u> AM - <u>5:00</u> PM			
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process			
BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event:	Request from The Standard at Bloomington LLC for a sidewalk closure on N College Ave from W 14 th St to W 15 th St
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Kendall Knoke, Smith Design Group
Date:	June 6, 2023

Report: The Standard at Bloomington LLC is continuing their work on the development project on E 14th St. Part of that project includes building a new bus stop shelter on the west side of N College Ave between W 14th St and W 15th St. They are requesting use of the right of way for a pedestrian walk around. The project is planned for June 19 to June 26, 2023



Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A. Stephen
L. Smith, Founder

May 24th, 2023

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

Dear Members of the Board of Public Works,

The Standard at Bloomington, LLC is continuing to perform work associated with the redevelopment of the former Brownstone Terrace Apartments site. As part of those efforts, The Standard at Bloomington, LLC is requesting a sidewalk detour on the west side of the 1000th block of North College Avenue to install a new bus stop shelter from 6/19/23 – 6/26/23.

The contractor will control traffic by following a maintenance of traffic plan included with this submittal for your review.

We appreciate your consideration of this request and are happy to answer any questions regarding these proposed closures.

Regards,

A handwritten signature in blue ink, appearing to read 'Kendall Knoke', is written over a light blue circular stamp.

Kendall Knoke
Smith Design Group, Inc.
812-336-6536 Ext. 3
kknoke@smithdginc.com

Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A. Stephen
L. Smith, Founder

N COLLEGE AVE BUS
SHELTER LOCATION



Project Location Map, North is Up, N.T.S.



Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A.
Stephen L. Smith, Founder

May 24th, 2023

Dear Nearby Property Owner,

The Standard at Bloomington, LLC is continuing to perform work associated with the redevelopment of the former Brownstone Terrace Apartments site. As part of those efforts, The Standard at Bloomington, LLC is requesting a sidewalk detour on the west side of the 1000th block of North College Avenue to install a new bus stop shelter from 6/19/23 – 6/26/23.

The request to restrict public rights-of-way for this project will be heard by the City of Bloomington Board of Public Works on **Tuesday June 6th, 2023 at 5:30pm**. The meeting will be held in the City Council Chambers (Room #115) of City Hall (Showers Building) located at 401 N Morton St, Bloomington, IN 47404. A virtual option is available and the link/phone numbers can be found by visiting the City of Bloomington Board of Public Works website at <https://bloomington.in.gov/boards/public-works>. The public will have the opportunity to provide comments regarding traffic interruptions and temporary road closures at this time.

Anyone not able to attend this public meeting may submit comments via phone or email to Eric Schulte at 814-571-3450 or Eric.Schulte@LandmarkProperties.com. These comments will be read at the Board of Public Works meeting.

Anyone with concerns during construction may contact Eric Schulte, Project Manager – Landmark Construction at 814-571-3450 or Eric.Schulte@LandmarkProperties.com.

Regards,

Kendall Knoke
Smith Design Group, Inc.
812-336-6536 Ext. 3
kknoke@smithdginc.com

Todd M. Borgman, P.L.S.
Katherine E. Stein, P.E.
Don J. Kocarek, R.L.A.
Stephen L. Smith, Founder

N COLLEGE AVE BUS
SHELTER LOCATION



Project Location Map, North is Up, N.T.S.

**AFFIDAVIT OF NOTICE TO INTERESTED PARTIES
OF PUBLIC HEARING OF THE BLOOMINGTON
BOARD OF PUBLIC WORKS**

STATE OF INDIANA)
COUNTY OF MONROE) SS:

I, Kendall Knoke, BEING FIRST DULY SWORN, DO HEREBY
(Printed name of person mailing letters)

CERTIFY THAT NOTICE TO INTERESTED PARTIES OF THE PUBLIC HEARING BY THE
BLOOMINGTON BOARD OF PUBLIC WORKS, to consider the application

of: The Standard at Bloomington, LLC
(Name of person on application)

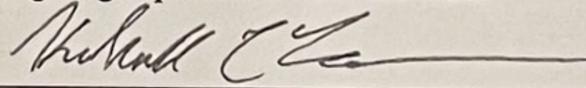
Requesting: Sidwalk Closure

Located at: West Side of the 1000th Block of N College Ave

Was sent by REGULAR FIRST CLASS MAIL to the last known address of all INTERESTED
PARTIES (A list of Interested Parties and a copy of said notice are attached and made part of this
affidavit).

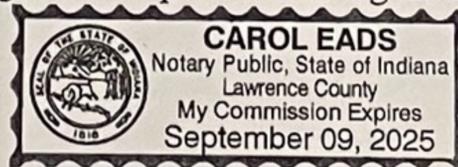
Said notices were deposited by me in the United States Mail on the 31st Day of May,
2023, being at least twenty-one (21) days prior to the date of first Public Hearing.

I swear and affirm under penalties for perjury that the foregoing representations are true.



(Signature of person mailing letters)

State of Indiana)
County of Monroe) SS:

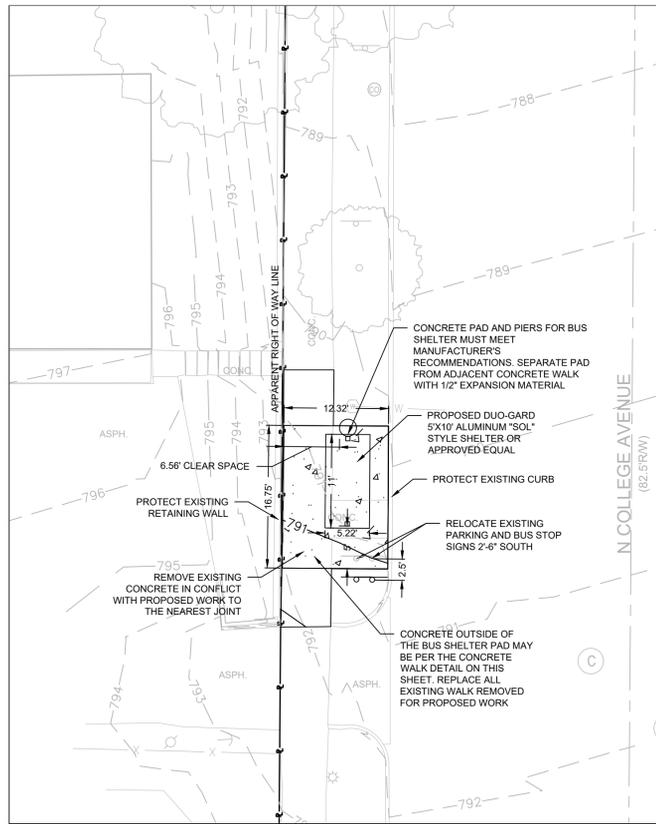


Subscribed and sworn to before me this 31st day of May, 2023.

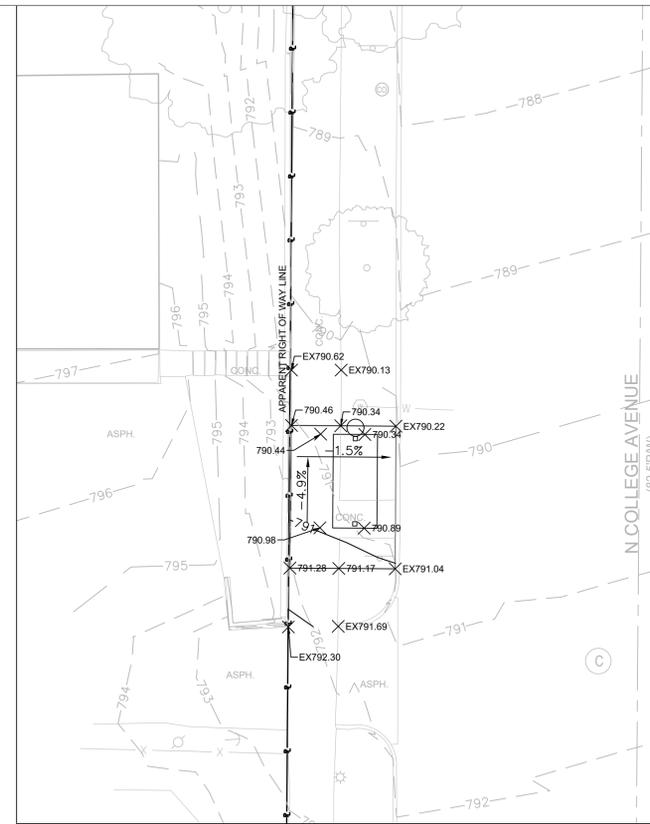
Carol Eads, Carol Eads
Notary Public Printed

Residing in Lawrence County

My Commission expires 9/9/2025

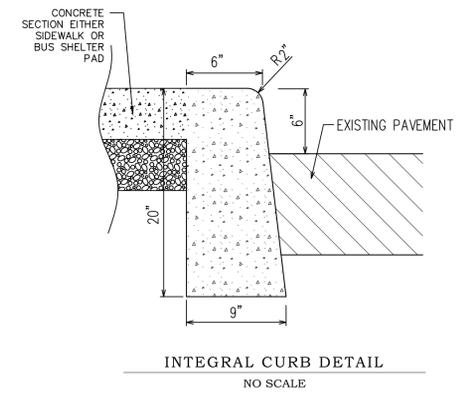
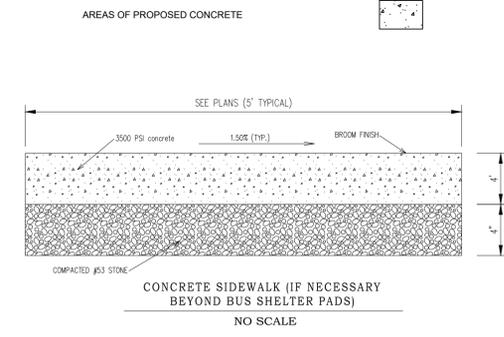


N COLLEGE AVE BUS SHELTER
DEMOLITION/SITE PLAN



N COLLEGE AVE BUS SHELTER
GRADING PLAN

SITE LEGEND



GRADING LEGEND

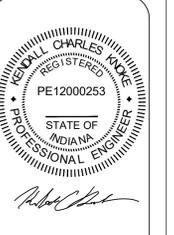
EXISTING MINOR CONTOUR	---	XXX	---
EXISTING MAJOR CONTOUR	---	XXX	---
PROPOSED MINOR CONTOUR	---	XXX	---
PROPOSED MAJOR CONTOUR	---	XXX	---
EXISTING ELEVATION	EX	XXX.XX	
PROPOSED ELEVATION		XXX.XX	
EDGE OF PAVEMENT ELEVATION		XXX.XX	EP
BACK OF CURB ELEVATION		XXX.XX	BC

NOTES

1. CERTIFIED SHOP DRAWINGS FOR THE PROPOSED BUS SHELTERS AND CONCRETE PAD/PIERS MUST BE SUBMITTED FOR REVIEW AND APPROVAL.



LOCATION MAP
NO SCALE



10/28/2022

THE STANDARD AT
BLOOMINGTON
BUS SHELTERS
N WALNUT ST AND N COLLEGE AVE

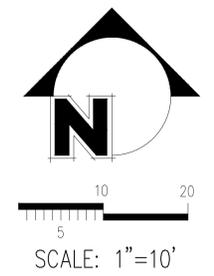
REVISIONS	BY	DATE

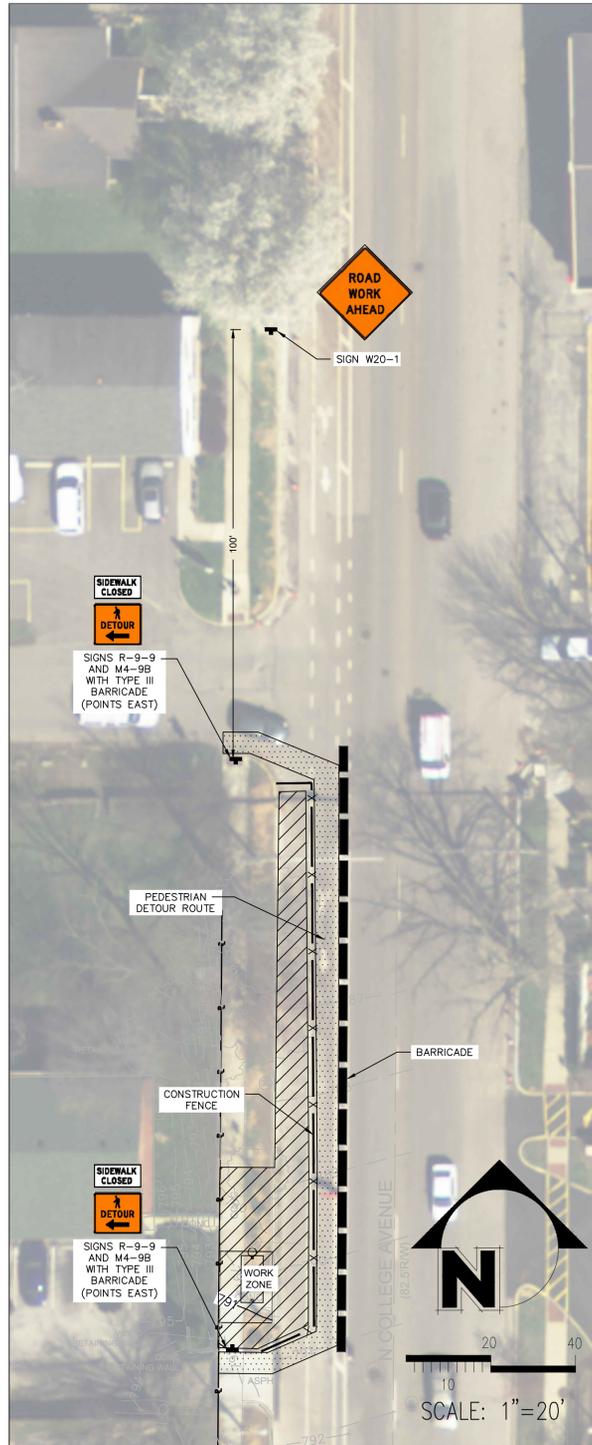
DESIGNED KCK	DRAWN KCK	CHECKED KCK	DATE
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JOB NUMBER
5919
SHEET
1 OF 2

DATE
10/28/2022

DEMOLITION, SITE
AND GRADING PLAN





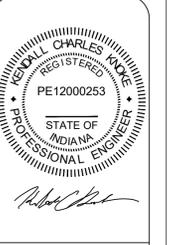
N COLLEGE AVE BUS SHELTER
MAINTENANCE OF TRAFFIC PLAN

MAINTENANCE OF TRAFFIC LEGEND

- CHANNELIZING DEVICE (DRUM)
- ▬ LONGITUDINAL CHANNELIZING DEVICE
- X— CONSTRUCTION FENCE
- TEMPORARY ACCESSIBLE RAMP
- ▨ WORK ZONE
- ▤ PEDESTRIAN WALK AROUND ROUTE

MAINTENANCE OF TRAFFIC NOTES

1. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE LATEST REVISION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND SHALL MEET CITY OF BLOOMINGTON MUNICIPAL CODE.
2. PRIOR TO THE START OF CONSTRUCTION CONTRACTOR SHALL COORDINATE ON-SITE MEETING WITH CITY OF BLOOMINGTON ENGINEERING AND PUBLIC WORKS TO REVIEW WORK IN THE PUBLIC RIGHT-OF-WAY AND IMPLEMENTATION OF THE TRAFFIC CONTROL PLAN AND SIDEWALK CLOSURE.
3. AFTER WORKING HOURS, N WALNUT ST MAY BE RESTORED TO TWO TRAVEL LANES IF POSSIBLE.
4. PEDESTRIAN SIDEWALK ROUTES SHOULD BE RESTORED AS SOON AS POSSIBLE AFTER CONSTRUCTION IS COMPLETE.



10/28/2022

THE STANDARD AT
 BLOOMINGTON
 BUS SHELTERS
 N WALNUT ST AND N COLLEGE AVE

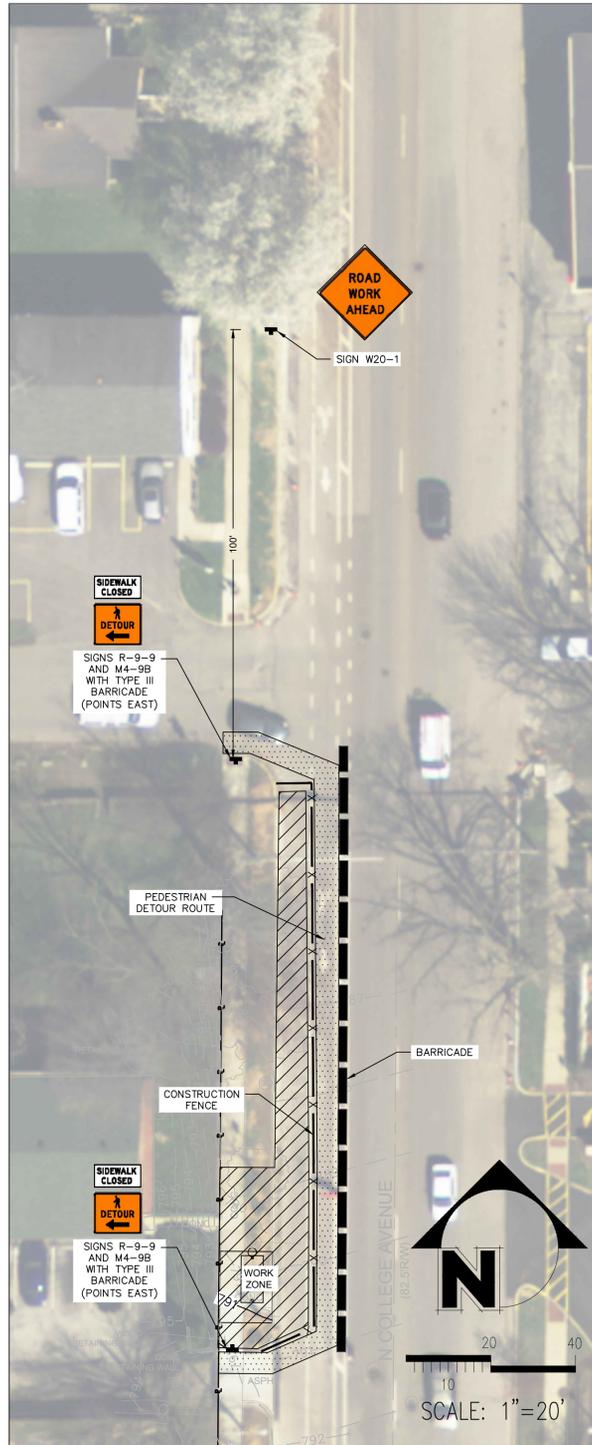
REVISIONS	BY	DATE

DESIGNED	DRAWN	CHECKED	DATE
KCK	KCK	KCK	

JOB NUMBER
5919
SHEET
2 OF 2

DATE
10/28/2022

MAINTENANCE OF TRAFFIC PLAN



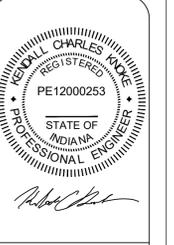
N COLLEGE AVE BUS SHELTER
MAINTENANCE OF TRAFFIC PLAN

MAINTENANCE OF TRAFFIC LEGEND

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MAINTENANCE OF TRAFFIC NOTES

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10/28/2022

THE STANDARD AT
 BLOOMINGTON
 BUS SHELTERS
 N WALNUT ST AND N COLLEGE AVE

REVISIONS	BY	DATE

DESIGNED	DRAWN	CHECKED	DATE
KCK	KCK	KCK	

JOB NUMBER
5919
SHEET
2 OF 2

DATE
10/28/2022

MAINTENANCE OF TRAFFIC PLAN



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

ADDRESS OR NEAREST ADDRESS

OF RIGHT OF WAY ACTIVITY: 1050 N. College Avenue

A. APPLICANT/AGENT INFORMATION:	
APPLICANT NAME: <u>Eric Schulte - Landmark Urban Construction</u>	**SUBCONTRACTOR INFORMATION** (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: <u>Building Associates</u> IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
E-MAIL: <u>eric.schulte@landmarkproperties.com</u>	
COMPANY: <u>Landmark Urban Construction</u>	
ADDRESS: <u>315 Oconee Street</u>	
CITY, STATE, ZIP: <u>Athens, GA 30601</u>	
24-HR EMERGENCY CONTACT NAME: <u>Ed Tipton</u>	
24-HR CONTACT PHONE #: <u>(480) 793-1657</u>	
ADDITIONAL INFO:	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	
B. WORK DESCRIPTION:	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRIC <input type="checkbox"/> SANITARY SEWER <input type="checkbox"/> WATER <input type="checkbox"/> TELECOM <input type="checkbox"/> OTHER (EXPLAIN): _____ *EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	
WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED? STREET NAME(S): <u>North College Avenue</u> <input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> BIKE LANE <input checked="" type="checkbox"/> BUS STOP <input type="checkbox"/> ON-STREET PARKING* <input type="checkbox"/> ALLEY *SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW *ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE COORDINATED WITH PARKING SERVICES START DATE: <u>6/19/2023</u> END DATE: <u>6/26/2023</u> # OF DAYS*: <u>7</u> REQUESTED CLOSURE HOURS: <u>24 HRS</u> AM - _____ PM *non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers) ADDITIONAL NOTES: _____	WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)? LxWxD OF PAVEMENT* EXCAVATIONS : _____ *PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS LxWxD OF NON-PAVEMENT* EXCAVATIONS: _____ *DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE LINEAL FT OF BORE*: _____ *BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS # OF POLE INSTALL/REMOVAL: _____ LxWxD OF SIDEWALK RECONSTRUCTION*: <u>312LF</u> *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED LxWxD OF SIDEWALK NEW CONSTRUCTION*: _____ *CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE # OF DRIVEWAY INSTALLATIONS: _____
C. INDEMNIFICATION AGREEMENT:	
The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: _____ SIGNATURE: _____ DATE: _____	
 TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.	

For Administration Use Only (applicable to CLOSURE approval)

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

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Lane and sidewalk closure on N College Ave
Staff Representative: Alex Gray
Petitioner/Representative: Monroe County
Date: June 6th, 2023

Report: Monroe County is requesting a lane and sidewalk closure at 301 N College Ave so that they can utilize a lift to replace windows on the exterior of the building. The work is planned for June 12th, 2023 to June 23rd, 2023 for a total of 10 days. They plan to redirect pedestrian traffic to the other side of College Ave at the block of the closure and place a lighted arrow board ahead of the lane closure on the west side of College Ave.



OFFICE OF
MONROE COUNTY COMMISSIONERS
100 West Kirkwood Avenue
The Courthouse Room 322
BLOOMINGTON, INDIANA 47404

Telephone 812-349-2550
Facsimile 812-349-7320

Penny Githens, President Julie L. Thomas, Vice President Lee Jones, Commissioner

05/31/2023

Greetings,

I'm writing to request a sidewalk and lane closure in front of 301 N College Ave to use an aerial lift to perform maintenance work to the windows on the east side of the Charlotte Zietlow Justice Center.

Thank you,

Richard Crider
Facilities and Fleet Manager
Monroe County Government
812-803-6331



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 301 N College Ave

<p>A. APPLICANT/AGENT INFORMATION:</p> <p>APPLICANT NAME: <u>Richard Crider</u></p> <p>E-MAIL: <u>rcrider@comonroe.in.us</u></p> <p>COMPANY: <u>Monroe County Government</u></p> <p>ADDRESS: <u>100 W Kirkwood Ave Rm 323</u></p> <p>CITY, STATE, ZIP: <u>Bloomington, IN 47429</u></p> <p>24-HR EMERGENCY CONTACT NAME: <u>Richard Crider</u></p> <p>24-HR CONTACT PHONE #: <u>812-325-4341</u></p> <p>INSURANCE #*: <u>ZLP81N49478</u> COMPANY: <u>Hylant</u></p> <p>BOND #*: <u>107839128</u> COMPANY: <u>Travelers</u></p> <p><small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small></p> <p style="text-align: center;">**SUBCONTRACTOR INFORMATION**</p> <p>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</p> <p>COMPANY NAME: <u>City Glass, Security Pro 24/7</u></p> <p>B. WORK DESCRIPTION:</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>80' lift to reach windows</u></p> <p><small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small></p> <p>C. RIGHT OF WAY TO BE USED/CLOSED:</p> <p>STREET NAME 1: <u>College Ave</u></p> <p>1ST INTERSECTING STREET NAME: <u>7th</u></p> <p>2ND INTERSECTING STREET NAME: <u>8th</u></p> <p><input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3</p> <p><input checked="" 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: <u>6-12-23</u> END DATE: <u>6-23-23</u> # OF DAYS*: <u>10</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</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>STANDARD CLOSURE HOURS MON-FRI*: <u>9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM</u></p> <p>STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/></p> <p>REQUESTED CLOSURE HOURS: <u>7</u> AM - <u>4</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 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>D. TRAFFIC CONTROL DEVICES*:</p> <p><input type="checkbox"/> CONES <input checked="" type="checkbox"/> ARROWBOARD</p> <p><input checked="" type="checkbox"/> LIGHTED BARRELS <input checked="" 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 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>E. METERED PARKING SPACES NEEDED: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N</p> <p><small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small></p> <p>F. IS THIS A <input type="checkbox"/> CBU* <input checked="" type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</p> <p>PROJECT NAME: <u>East Exterior Windows Leak</u></p> <p>PROJECT #: <u>14293</u></p> <p>PROJECT MGR.: <u>Richard Crider</u></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>G. EXCAVATIONS:</p> <p>SQ FT OF PAVEMENT* EXCAVATIONS: _____</p> <p><small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small></p> <p>SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____</p> <p><small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small></p> <p>LINEAL FT OF BORE*: _____</p> <p><small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small></p> <p># OF POLE INSTALLATIONS/REMOVAL: _____</p> <p>SQ FT OF SIDEWALK RECONSTRUCTION*: _____</p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small></p> <p>SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____</p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small></p> <p># RESIDENTIAL DRIVEWAY INSTALLATION: _____</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="text-align: center;">Indiana 811</p> <p style="text-align: center;"><small>Know what's below. Call before you dig.</small></p> </div> <p style="font-size: 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. IT'S THE LAW.</p> <p>H. INDEMNIFICATION AGREEMENT:</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>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.</p> <p>PRINT NAME: <u>Richard Crider</u></p> <p>SIGNATURE: <u>Richard Crider</u></p> <p>DATE: <u>5-24-23</u></p>
--	---

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



**Right of Way Performance and Completion Bond - Single Job
Definite Term**

Bond No. 107839128

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Monroe County Board of Commissioners as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut and authorized to do business in the State of INDIANA, as Surety, are held and firmly bound unto City of Bloomington, as Obligee, in the penal sum of Five Thousand (\$5,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a permit for purposes of performing the following work in the public right of way:

301 N. College Avenue, Bloomington, IN 47404 - Intersecting Street 7th & 8th

Lane Closure - Sidewalk Closure

(the "Permitted Work"); and

WHEREAS, the Principal is required to maintain a performance and completion bond guaranteeing that either the Permitted Work will be completed in its entirety or the public right of way will be restored to its condition prior to the commencement of the Permitted Work if the Principal fails to complete the Permitted Work to the satisfaction of the Obligee.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations pertaining to the Permitted Work, and shall either complete the Permitted Work in its entirety or restore the public right of way to its condition prior to the commencement of the Permitted Work, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond is for a definite term beginning May 15, 2023, and ending May 15, 2024, and may be continued at the option of the Surety by Continuation Certificate.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

SIGNED, SEALED AND DATED this May 16, 2023

Monroe County Board of Commissioners

Principal

Travelers Casualty and Surety Company of America

By: Russell E. Vance

Attorney-in-fact

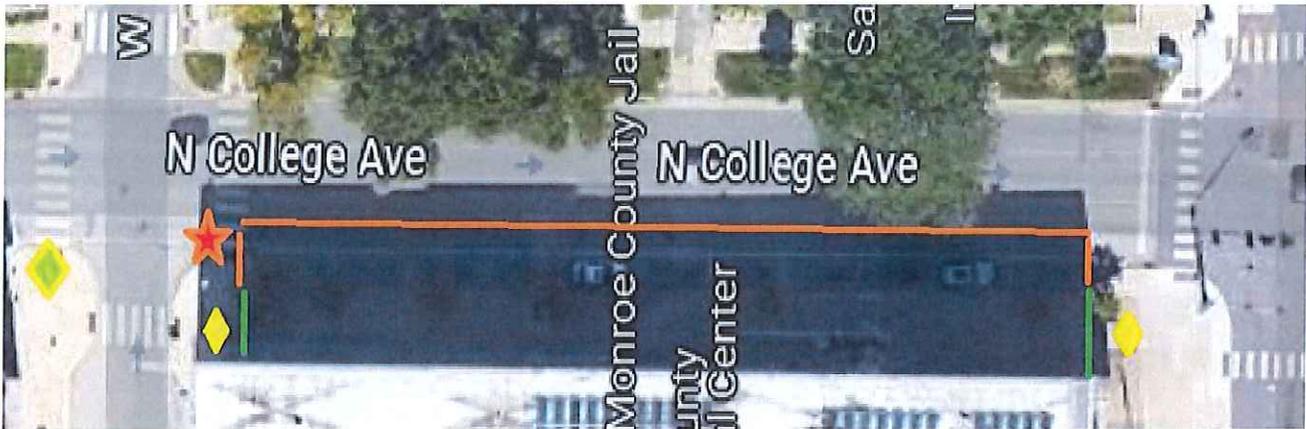


Producer Name
(Required in Arizona Only)

MOT Equipment Key

-  Lane Closed Ahead
-  Drums with Weights
-  Sidewalk Closed Sign
-  Cones
-  Type III Barricade
-  Lighted Arrow Board
-  Traffic Flagger
-  RC Ahead Sign
-  End Construction Sign

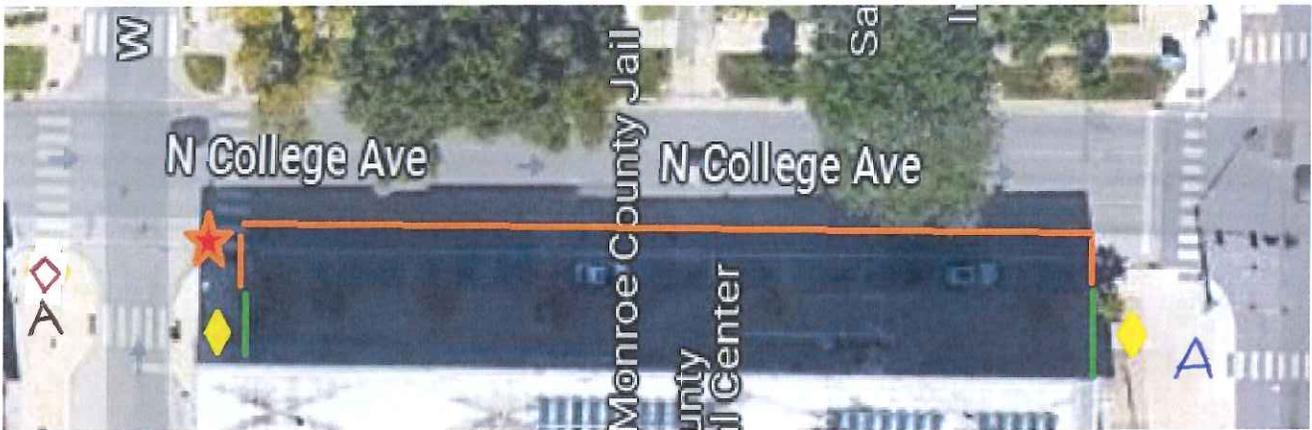
If requested, equipment will be moved from traffic lane when lift/hoist is moved. Sidewalks would open after the work is completed each day.



MOT Equipment Key

-  Lane Closed Ahead
 -  Drums with Weights
 -  Sidewalk Closed Sign
 -  Cones
 -  Type III Barricade
 -  Lighted Arrow Board
 -  Traffic Flagger
- A sidewalk closed cross here*
-  End Construction Sign

If requested, equipment will be moved from traffic lane when lift/hoist is moved. Sidewalks would open after the work is completed each day.



The assessable entrance will be blocked as part of the project. Crews will start on that end of the building to limit the amount of closure time in that area. Users will be directed to an entrance on the southeast corner of the facility.

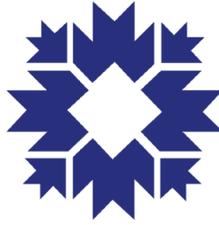


Board of Public Works Staff Report

Project/Event: Lane and sidewalk closure on N Indiana Ave
Staff Representative: Alex Gray
Petitioner/Representative: City of Bloomington Utilities
Date: June 6th, 2023

Report: The City of Bloomington Utilities (CBU) is requesting a lane and sidewalk closure on N Indiana Ave to allow them to complete their work in front of Franklin Hall. They have provided plans and obtained a noise permit from the Board on May 23rd, 2023, but will also require the closure of the west sidewalk in front of the Indiana University parking lot for 1 week and a shifting lane closure for 2 days on N Indiana Ave. The work is anticipated to happen primarily through the night with lanes being open during the day, but the sidewalk will be closed the full week. Jane Fleig will be able to answer any questions.

The work is planned for June 6th, 2023 through June 16th, 2023.



CITY OF BLOOMINGTON UTILITIES

Engineering Department
www.bloomington.in.gov/utilities/review

MEMORANDUM

To: Board of Public Works
City of Bloomington

From: City of Bloomington Utilities
Jane Fleig, Utilities Engineer
James Hall, Assistant Director of Transmission and Distribution

Date: June 1, 2023

Subject: Temporary closure of sidewalk on west side of Indiana Ave from alley north of Kirkwood Ave to 6th Street for conduit installation

City of Bloomington Utilities (CBU) will begin installing conduit through the Indiana University parking lot on June 4, 2023. CBU provided a full set of project plans which were included in the May 23, 2023 Board of Public Works packet and the Board approved a noise permit at that time. Unfortunately, CBU was not aware of the need to also petition the Board for a sidewalk closure for the project.

In order to safely complete this project, CBU will need to close the sidewalk on the west side of Indiana Ave from the alley north of Kirkwood Ave to 6th Street. If all goes well, CBU intends to complete this project in one week, which means the sidewalk should be closed from June 6, 2023 to June 10, 2023, but we would like to request permission be granted through June 16, 2023, just in case we encounter any unforeseen issues.

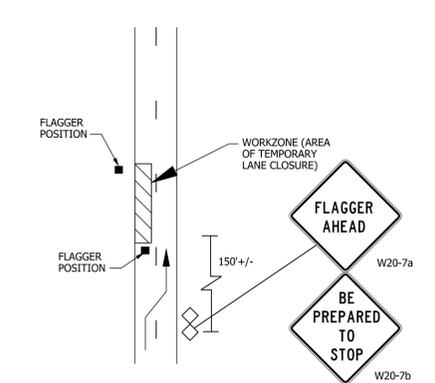
Detour signing will be installed as shown on the attached MOT.

I will be happy to answer any questions at the work session on Monday, June 12, 2023.

ESTIMATED TEMPORARY TRAFFIC CONTROL MEASURES BY PHASE					
ITEM	CODE	SIZE	UNITS	QUANTITY	PAY QUANTITY
MAINTAINING TRAFFIC	N/A	N/A	LSUM	X	1 LSUM
BARRICADE #3	N/A	N/A	LFT	60	60 LFT
FLASHING ARROW SIGN	N/A	N/A	LFT	20	20 DAYS
CONSTRUCTION FENCING, 4' Undistributed	N/A	N/A	LFT	500	500 LFT
CONSTRUCTION SIGNS, A (L-OR-9 5 FT)					
ROAD CONSTRUCTION AHEAD	XW20-1	36 x 36	EA	2	
SYMBOLIC MERGE LEFT	XW4-2-A	36 x 36	EA	2	
SYMBOLIC MERGE RIGHT	XW4-2-B	36 x 36	EA	2	
LEFT/RIGHT LANE CLOSED AHEAD	XW20-5	36 x 36	EA	2	12 EA
FLAGGER AHEAD	XW20-7a	36 x 36	EA	1	
BE PREPARED TO STOP	XW20-7b	36 x 36	EA	1	
UNDISTRIBUTED - OWNER OR ENGR	TBD	TBD	EA	2	
CONSTRUCTION SIGNS, B (L-9 5 FT)					
END CONSTRUCTION	XG20-2	36 x 36	EA	2	
SIDEWALK CLOSED	R9-9	24 x 12	EA	1	
SIDEWALK CLOSED USE OTHER SIDE	R9-10	24 x 12	EA	2	7 EA
UNDISTRIBUTED - OWNER OR ENGR	TBD	TBD	EA	2	

- MAINTENANCE OF TRAFFIC REQUIREMENTS:**
1. FLAGGER OPERATIONS AND TEMPORARY SIGNAGE IN ACCORDANCE WITH INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ARE REQUIRED FOR ALL LANE RESTRICTIONS.
 2. ALL SIGNS TO BE MOUNTED ON STANDARDS.
 3. ALL SIGNS IN ACCORDANCE WITH INDOT STANDARDS AND INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
 4. ALL SIGNS, BARRICADES AND DRUMS TO BE MOUNTED WITH A TYPE C (STEADY BURN) WARNING LIGHT AND MAINTAINED DUSK TO DAWN.

- WORK DESCRIPTION**
1. INSTALL NEW DUCTBANK FOR DUKE FROM DUNN TO 6TH STREET. COORDINATE WITH DUKE TO COMPLETE SWITCHOVER.
 2. ALLEY AND INDIANA NEVER FULLY CLOSED, INDIANA TO BE RESTRICTED TO ONE LANE WHEN NECESSARY.



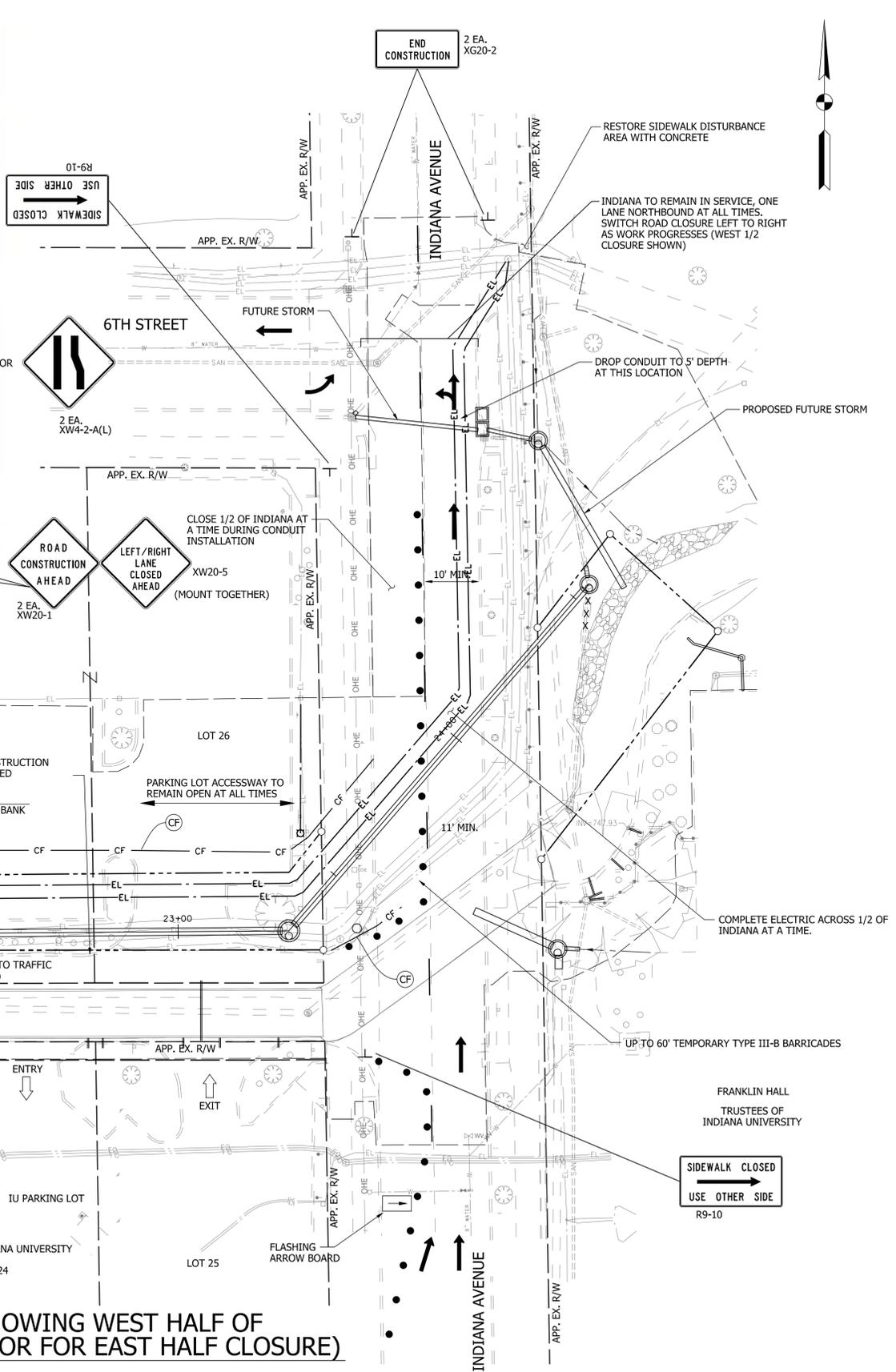
TYPICAL LANE RESTRICTIONS ON PUBLIC ROADS USING FLAGGER

NOTE:
DISTANCES SHALL BE ADJUSTED TO FIELD CONDITIONS WHERE SPACE IS LIMITED.

FOR INCIDENTAL DAILY USE ONLY - NOT FOR OVERNIGHT USE



VICINITY SIGNAGE MAP
NO SCALE



VICINITY MAP (SHOWING WEST HALF OF INDIANA CLOSED - MIRROR FOR EAST HALF CLOSURE)

MAINTENANCE OF TRAFFIC LEGEND

● INDOT STANDARD DRUM WITH STEADY BURN LIGHTS	— BARRICADE (TYPE III)
⬇️ TEMPORARY CONSTRUCTION FENCING	◇ CONSTRUCTION SIGNS (SHAPE PER MUTCD)
	➔ TRAFFIC FLOW DIRECTION



RECOMMENDED FOR APPROVAL	<i>Bridgway</i>	DESIGN ENGINEER	4-3-2023	DATE
DESIGNED:	BR	DRAWN:	RBA	
CHECKED:	MT	CHECKED:	BR	

CITY OF BLOOMINGTON DEPARTMENT OF UTILITIES

MAINTENANCE OF TRAFFIC AND ACCESS

HORIZONTAL SCALE	1"=20'-0"	ERCS PROJECT NUMBER	275
VERTICAL SCALE	N/A		
		SHEET NUMBER	3

C:\Projects\10275-C\Draw\Main\Traffic\275mtr001.dgn 2:46:50 AM 4/15/2023



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 301 N College Ave

<p>A. APPLICANT/AGENT INFORMATION:</p> <p>APPLICANT NAME: <u>Richard Crider</u></p> <p>E-MAIL: <u>rcrider@comonroe.in.us</u></p> <p>COMPANY: <u>Monroe County Government</u></p> <p>ADDRESS: <u>100 W Kirkwood Ave Rm 323</u></p> <p>CITY, STATE, ZIP: <u>Bloomington, IN 47429</u></p> <p>24-HR EMERGENCY CONTACT NAME: <u>Richard Crider</u></p> <p>24-HR CONTACT PHONE #: <u>812-325-4341</u></p> <p>INSURANCE #*: <u>ZLP81N49478</u> COMPANY: <u>Hylant</u></p> <p>BOND #*: <u>107839128</u> COMPANY: <u>Travelers</u></p> <p><small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small></p> <p style="text-align: center;">**SUBCONTRACTOR INFORMATION**</p> <p>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</p> <p>COMPANY NAME: <u>City Glass, Security Pro 24/7</u></p> <p>B. WORK DESCRIPTION:</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>80' lift to reach windows</u></p> <p><small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small></p> <p>C. RIGHT OF WAY TO BE USED/CLOSED:</p> <p>STREET NAME 1: <u>College Ave</u></p> <p>1ST INTERSECTING STREET NAME: <u>7th</u></p> <p>2ND INTERSECTING STREET NAME: <u>8th</u></p> <p><input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/></p> <p><input checked="" 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 **NON-METERED</p> <p>START DATE: <u>6-12-23</u> END DATE: <u>6-23-23</u> # OF DAYS*: <u>10</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 **NON-METERED</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>STANDARD CLOSURE HOURS MON-FRI*: <u>9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM</u></p> <p>STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/></p> <p>REQUESTED CLOSURE HOURS: <u>7</u> AM - <u>4</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 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>D. TRAFFIC CONTROL DEVICES*:</p> <p><input type="checkbox"/> CONES <input checked="" type="checkbox"/> ARROWBOARD</p> <p><input checked="" type="checkbox"/> LIGHTED BARRELS <input checked="" 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 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>E. METERED PARKING SPACES NEEDED: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N</p> <p><small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small></p> <p>F. IS THIS A <input type="checkbox"/> CBU* <input checked="" type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</p> <p>PROJECT NAME: <u>East Exterior Windows Leak</u></p> <p>PROJECT #: <u>14293</u></p> <p>PROJECT MGR.: <u>Richard Crider</u></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>G. EXCAVATIONS:</p> <p>SQ FT OF PAVEMENT* EXCAVATIONS: _____</p> <p><small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small></p> <p>SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____</p> <p><small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small></p> <p>LINEAL FT OF BORE*: _____</p> <p><small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small></p> <p># OF POLE INSTALLATIONS/REMOVAL: _____</p> <p>SQ FT OF SIDEWALK RECONSTRUCTION*: _____</p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small></p> <p>SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____</p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small></p> <p># RESIDENTIAL DRIVEWAY INSTALLATION: _____</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="text-align: center;">Indiana 811</p> <p style="text-align: center;"><small>Know what's below. Call before you dig.</small></p> </div> <p style="font-size: 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. IT'S THE LAW.</p> <p>H. INDEMNIFICATION AGREEMENT:</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>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.</p> <p>PRINT NAME: <u>Richard Crider</u></p> <p>SIGNATURE: <u>Richard Crider</u></p> <p>DATE: <u>5-24-23</u></p>
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For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



**Right of Way Performance and Completion Bond - Single Job
Definite Term**

Bond No. 107839128

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Monroe County Board of Commissioners as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut and authorized to do business in the State of INDIANA, as Surety, are held and firmly bound unto City of Bloomington, as Obligee, in the penal sum of Five Thousand (\$5,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a permit for purposes of performing the following work in the public right of way:

301 N. College Avenue, Bloomington, IN 47404 - Intersecting Street 7th & 8th

Lane Closure - Sidewalk Closure

(the "Permitted Work"); and

WHEREAS, the Principal is required to maintain a performance and completion bond guaranteeing that either the Permitted Work will be completed in its entirety or the public right of way will be restored to its condition prior to the commencement of the Permitted Work if the Principal fails to complete the Permitted Work to the satisfaction of the Obligee.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations pertaining to the Permitted Work, and shall either complete the Permitted Work in its entirety or restore the public right of way to its condition prior to the commencement of the Permitted Work, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond is for a definite term beginning May 15, 2023, and ending May 15, 2024, and may be continued at the option of the Surety by Continuation Certificate.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

SIGNED, SEALED AND DATED this May 16, 2023

Monroe County Board of Commissioners

Principal

Travelers Casualty and Surety Company of America

By: Russell E. Vance

Attorney-in-fact

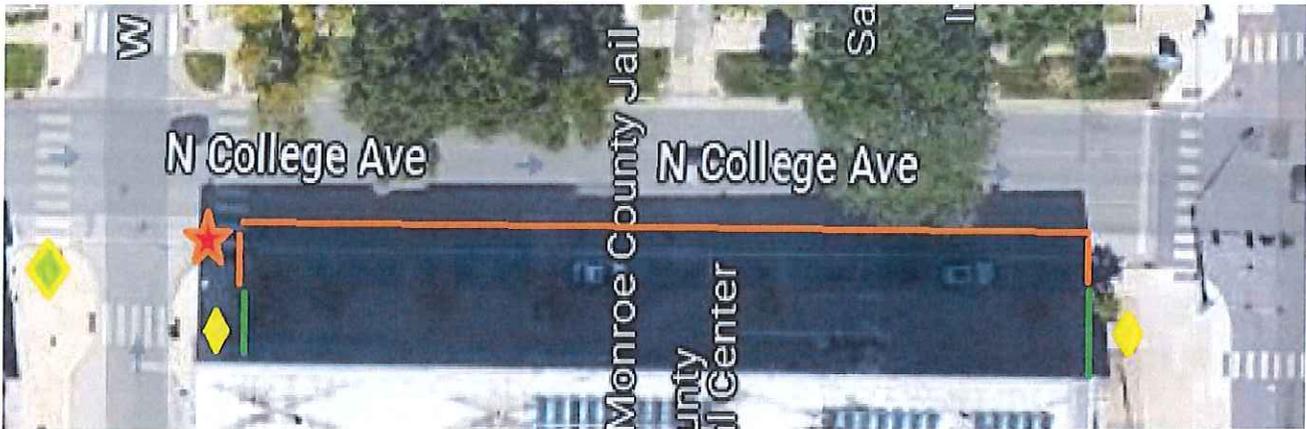


Producer Name
(Required in Arizona Only)

MOT Equipment Key

-  Lane Closed Ahead
-  Drums with Weights
-  Sidewalk Closed Sign
-  Cones
-  Type III Barricade
-  Lighted Arrow Board
-  Traffic Flagger
-  RC Ahead Sign
-  End Construction Sign

If requested, equipment will be moved from traffic lane when lift/hoist is moved. Sidewalks would open after the work is completed each day.





Board of Public Works Staff Report

Project/Event: Lease Agreement with Summit Hill Community Development Corporation

Staff Representative: Chris Wheeler

Petitioner/Representative: Chris Wheeler

Date: June 6, 2023

Report: The property located at 1007 N. Summit St., is owned by the Board of Public Works and has been the site of a City of Bloomington Utilities Department (“CBU”) water tower for decades. Recently, CBU decommissioned the water tower and removed it from the site. Thereafter, CBU rehabilitated the parcel of real estate as well as those surrounding the parcel under the instruction and guidance of the Indiana Department of Environmental Management (“IDEM”). Upon completion of this voluntary remediation, IDEM provided CBU with a certificate of completion with no environmental restrictions for the use of the parcel.

CBU no longer has any need for the property and has no future plans to use the property for any related utility functions. Public Works, along with Housing and Neighborhood Development (“HAND”) and the Office of the Mayor support leasing this property to Summit Hill Community Development Corporation for a two story mixed use structure that will have residential rental housing units designated as affordable housing on the second floor and a licensed children’s day care facility on the first floor. HAND will serve as the functioning landlord in this lease agreement, but the responsibilities of the landlord are minimal. Tenant will be solely responsible any and all construction, maintenance, repairs and compliance on the property and will indemnify and hold the City harmless from any and all of its activities on the parcel. Tenant is required to maintain insurance at all times. HAND shall approve any and all sublease agreements.

The lease will be for 99 years and does not require rent.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is hereby entered into between the City of Bloomington Housing and Neighborhood Development Department acting by and through the Board of Public Works ("Landlord") and the Summit Hill Community Development Corporation, an Indiana non-profit corporation with its principal office address located at 1007 N. Summit St., Bloomington, Indiana, ("Tenant") who are collectively referred to as the Parties, and the Parties, as permitted by Indiana Code 36-1-11-1(b)(7), do hereby covenant and agree as follows:

ARTICLE I

Section 1.1. Lease and Description. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the real estate located at the common street address of 1020 N. Monroe St., Bloomington, Indiana and which is legally described in **Exhibit "A"** (the "Premises") which is attached hereto and by this reference incorporated herein for the sole and only purpose of constructing, operating and managing a mixed use residential rental housing and commercial day care facility (the "Facility") with design plans for the Facility set forth in **Exhibit "B"**, which is attached hereto and by this reference incorporated herein.

Section 1.2. Use. The Facility shall be a mixed use residential housing and commercial facility with all residential rental housing units designated as affordable housing units and with any first floor space used for the operation and management of a licensed children's day care facility all of which shall be conducted in accordance with any and all applicable federal, state and local laws affecting affordable housing, fair housing practices act, and any and all laws concerning the operation and management of a licensed children's day care facility. Tenant shall use the Premises for no unlawful purpose or act and shall comply with and obey all laws, regulations, and orders of any governmental authority or agency.

Section 1.3. Environmental Restrictions. Landlord recently completed an environmental cleanup of the Premises through the Indiana Department of Environmental Management ("IDEM") Voluntary Remediation Program resulting from decommission of a water tank on the Premises. IDEM issued a Certificate of Completion on September 17, 2020, which was recorded with the Monroe County Recorder's Office on October 16, 2020. The Certificate of Completion does not require any environmental restrictions for the Premises. The State of Indiana issued a Covenant Not To Sue for the Premises on December 21, 2020. (Please see **Exhibit "C"**)

ARTICLE II

Section 2.1. Term. The term of this Lease shall be Ninety Nine (99) years, commencing on _____ day of _____, 2023, ("Commencement Date") and ending on the _____ day of _____, 2123 (unless sooner terminated as herein provided). Tenant agrees that in the event of inability of Landlord to deliver possession of the Premises on the Commencement Date, Landlord shall not be liable for any damages thereby nor shall this Lease be void or voidable unless the Landlord is unable to deliver possession of the Premises by the 1st day of March, 2023. If the Landlord is unable to deliver possession of the Premises by March 1, 2023, this Lease is voidable by Tenant.

ARTICLE III

Section 3.1. Occupancy. Tenant shall use and occupy the Premises and Facility for the purposes stated in Article I, in connection with its corporate powers and purposes, and shall not use the Premises and/or Facility for any other purpose(s) except with the prior written consent of the Landlord.

ARTICLE IV

Section 4.1. Rent. No rent shall be due during the term of this Lease.

ARTICLE V

Section 5.1. Maintenance and Repair of Premises. Tenant shall be solely responsible for any and all maintenance and repairs to both the leased Premises and the Facility at all times.

ARTICLE VI

Section 6.1. Liens. Tenant shall keep the leased Premises and Facility free from any liens created or suffered by Tenant, including but not limited to mechanics' and materialmen's liens. In the event any lien is filed against the Premises or the Facility by virtue of an act or failure to act on the part of Tenant, Landlord shall have the right, but no obligation to pay the amount of such lien, to cause its release, and such amount shall be considered rent to be paid to Landlord by Tenant on demand with interest at Eighteen percent (18%) per year from date of payment by Landlord of the lien. All liens and encumbrances created or suffered by Tenant shall attach to Tenant's interest only.

ARTICLE VII

Section 7.1. Assignment and Subletting. Tenant shall not assign this Lease nor sublet the Premises in whole or in part without the Landlord's prior written consent which shall be granted or withheld in the sole discretion of Landlord. Such consent shall be granted if the proposed assignee or sublessee is an entity owned or controlled by Tenant, Bloomington Housing Authority, or Summit Hill Community Development Corporation. In any event, Tenant shall remain solely and fully liable to perform any and all of the terms and provisions of this Lease unless released by Landlord.

ARTICLE VIII

Section 8.1. Indemnification. Except as otherwise provided herein, Landlord and Tenant shall each indemnify and hold harmless the other party and its officers, directors, members, agents, employees, and dependents thereof, from any claims, causes of action, costs, including reasonable attorney's fees, fees, liabilities, debts or judgments arising out of, or based upon acts or omissions of the indemnifying party on or about the Premises or Facility or in connection with this Lease, provided however:

- (a) neither party shall be liable to the other under this Section unless the indemnifying party is promptly notified in writing of any and all claims asserted

and actions instituted against the indemnifying party or its officers, directors, members, agents or dependents thereof, and is given the opportunity to defend the same at its own cost and expense; and

- (b) Landlord's liability under this Section shall be subject to the limitations of liability of Landlord as a governmental entity entitled to the protections of the Tort Claims Act and any other provisions of statutory and other law currently effective or to come into effect during the original term of the lease or any subsequent terms, including, but not limited to, dollar limits stated in the Act, notice requirements, exemption from punitive damages, ability to defeat a claim by reason of contributory negligence or fault of the claimant, and immunity afforded Landlord, so that the Landlord's liability will not exceed what would have been its liability to the claimant if Landlord had been sued by the claimant and all appropriate defenses had been raised by Landlord.

Section 8.2. Insurance. Tenant shall be solely responsible for procuring and maintaining adequate insurance for the Premises and Facility for the life of this Lease Agreement.

All insurance policies shall be issued by an insurance company or companies authorized to issue such insurance in the State of Indiana. The City of Bloomington and its officers, employees and agents shall be named as an additional insured.

Tenant shall provide evidence of each insurance policy to Landlord prior to the Commencement Date and then annually each calendar year thereafter. Approval of the insurance by Landlord shall not relieve or decrease the extent to which Tenant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Lease. If Tenant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish Landlord required proof that the insurance has been procured and is in force and paid for, Landlord shall have the right at Landlord's election to forthwith and without notice terminate the Lease.

ARTICLE IX

Section 9.1. Subordination to Mortgages. This Lease and all rights of Tenant hereunder are subject and subordinate to the rights of a lien or liens of any mortgage or mortgages that are now or at any time hereafter may be in force. If requested by the holder of any such mortgage or mortgages, Tenant agrees to execute and deliver to such holder an instrument, in form and substance satisfactory to the holder, specifically subordinating this Lease to the Lien of such mortgage or mortgages.

ARTICLE X

Section 10.1. Termination. This Lease may be terminated by mutual written consent of the Parties or in accordance with other provisions of this Lease.

ARTICLE XI

Section 11.1. Default. The occurrence of any one or more of the following events constitutes a

default by Tenant:

- (a) Tenant has breached the terms and conditions of this Agreement and such breach is not cured within thirty (30) days or, if the breach is such that curing cannot reasonably be accomplished within thirty (30) days, Tenant has failed to make meaningful progress toward curing within thirty (30) days and/or fails to diligently continuing curing such breach until cured.
- (b) Tenant assigns or attempts to assign the Lease and/or sublets the Premises and/or Facility in whole or in part without prior written consent of Landlord;
- (c) Landlord believes Tenant has violated any federal, state or local law on the Premises and/or in the Facility that would materially impact the Premises;
- (d) Tenant becomes insolvent and/or files for bankruptcy;
- (e) Tenant no longer operates as a non-profit corporation and/or loses its non-profit status and such status is not restored within thirty (30) days;
- (f) Tenant no longer operates the residential rental units as affordable housing units and/or loses its affordable housing designation for any of the residential rental units and such designation is not restored within thirty (30) days; and/or
- (g) A lien is placed upon the Premises and/or the Facility and such lien is not resolved within thirty (30) days.

ARTICLE XII

Section 12.1. Remedies. If Tenant defaults, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate, and cumulative and shall not operate to exclude or deprive the Landlord of any other right or remedy allowed it by law or equity:

- (a) Landlord may terminate this Lease by giving Tenant thirty (30) days advanced written notice of the Landlord's intent to terminate the Lease. In that event the Term of this Lease shall end on the date stated in such notice and all rights, title and interest of the Tenant hereunder shall expire; and
- (b) Landlord may take possession of the Premises and Facility and may thereafter use the Premises and Facility as Landlord sees fit, including reletting the same without such action being deemed an acceptance of a surrender of this Lease or in any way terminating Tenant's liability hereunder.

Section 12.2. Personal Property. Any and all personal property not removed from the Premises and/or Facility by Tenant, upon vacating the Premises and Facility pursuant to any provision of this Lease or of law, may be removed or stored by the Landlord at the cost and expense of the Tenant, and the Landlord shall not be responsible for the value, preservation or safekeeping of the personal property. Tenant shall pay Landlord for all expenses incurred by Landlord to remove and to store any of Tenant's personal property. All personal property left at the Premises

by Tenant for thirty (30) days or longer upon vacating the Premises and Facility pursuant to any provision of this Lease or of law, shall be conclusively deemed conveyed by Tenant to Landlord by bill of sale without further payment or credit by Landlord to Tenant.

ARTICLE XIII

Section 13.1. Surrender of Premises and Facility. At the end of the Term or any Renewal Term or other earlier termination of this Lease, Tenant shall peaceably deliver up to Landlord possession of the Premises and the Facility, together with all improvements or additions upon or belonging to the same, by whomsoever made, in the same condition as received, or first installed, ordinary wear and tear excepted. Tenant shall indemnify Landlord against any loss or liability to a succeeding tenant resulting from delay by Tenant in surrendering the Premises.

ARTICLE XIV

Section 14.1. Waiver. The waiver by Landlord of any term covenant, or condition contained in this Lease shall be in writing, and waiver in one instance shall not be deemed to be a waiver of such term, covenant, or condition in the future, or any subsequent breach of the same or any other term, covenant, or condition contained in this Lease. The subsequent performance hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent or other performance, unless Landlord so states in writing.

ARTICLE XV

Section 15.1. Notices. Any notice required by this Lease shall be made in writing to the designated representatives of each Party at the addresses specified below or to any other address later specified by each Party in writing:

TO CITY:	TO CONTRACTOR:
City of Bloomington Housing and Neighborhood Development Department	Summit Hill Community Development Corporation
401 N. Morton St.	1007 N. Summit St.
Bloomington, IN 47402	Bloomington, IN 47404

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between the Parties and their designated representatives through other modes of communication.

ARTICLE XVI
Miscellaneous Provisions

Section 16.1. Governing Law and Venue. This Lease shall be governed by the laws of the State of Indiana and any unsettled disputes over this Lease shall be heard before the Monroe County Circuit Court.

Section 16.2. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Section 16.3. Costs and Expenses of Enforcement. If Tenant shall default in the performance of any of Tenant's obligations under this Lease, and such default continues after the expiration of the notice or grace period provided in this Lease, Landlord may perform such obligations and all reasonable attorneys' fees and expenses of Landlord incurred in enforcing any of the obligations of Tenant under this Lease shall be due and payable by Tenant on demand.

Section 16.4. Successors and Assigns. Except as limited in this Lease, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 16.5. Addenda. All riders and addenda attached to this Lease and signed by Landlord and Tenant are made a part of this Lease and incorporated in this Lease by reference.

Section 16.6. Severability. If any section, sentence or provision of this Lease, 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 Lease which can be given effect without the invalid provision or application, and to this end the provisions of this Lease are declared to be severable.

IN WITNESS WHEREOF, the parties have executed this Lease on the _____ day of _____, 2023.

LANDLORD:

TENANT:

Kayla Cox Deckard, Chair
Board of Public Works

Kate Gazunis, Executive Director
Summit Hill Community Development
Corporation

John Zody, Director
City of Bloomington Utilities

John Hamilton, Mayor
City of Bloomington

15603-- WARRANTY DEED

This Indenture Witnesseth, That Joe Hamm and Tilda Hamm, husband and wife, of Monroe County, in the State of Indiana convey and Warrant to City of Bloomington, Indiana of Monroe County, in the State of Indiana, for and in consideration of \$1.00 and other consideration the receipt whereof is hereby acknowledged, the following described Real Estate in Monroe County in the State of Indiana, to-wit:

Lot number Ninety-five (95) in Northwestern Heights Addition to the City of Bloomington, Indiana.

Subject to the taxes for 1950 payable in 1951.

The Grantors hereby reserve unto themselves the title to the dwelling house and all other buildings located on the real estate conveyed by this deed and Grantor hereby gives to Grantors Ninety (90) days time from the date of this deed within which to remove said dwelling house and buildings from the real estate covered by this deed.

U. S. REVENUE \$ 1.65

In Witness Whereof, The said Joe Hamm and Tilda Hamm, husband and wife, have hereunto set their hands and seals, this 17th day of March 1951.

Joe Hamm (Seal) Tilda Hamm (Seal)

STATE OF INDIANA, Monroe COUNTY, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 17th day of March, A. D. 1951, personally appeared the within named Joe Hamm and Tilda Hamm husband and wife, Grantors in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

(Notarial Seal) James H. Regeter My Commission expires July 1, 1951 Notary Public

Filed for records April 7, 1951 at 11:00 A. M. MARION J. KIMM, RECORDER

15604-- WARRANTY DEED

This Indenture Witnesseth, That Dewey Estes and Martha E. Estes husband and wife of Monroe County, in the State of Indiana convey and Warrant to City of Bloomington, Indiana of Monroe County, in the State of Indiana, for and in consideration of \$1.00 and other consideration the receipt whereof is hereby acknowledged, the following described Real Estate in Monroe County in the State of Indiana, to-wit:

Lots Ninety-seven (97) and Ninety-eight (98) in Northwestern Heights Addition to the City of Bloomington, Indiana, as is shown by the recorded plat thereof.

Subject to the taxes for 1950 payable in 1951.

The Grantors hereby reserve unto themselves the title to the dwelling house and all other buildings located on the real estate conveyed by this deed and Grantor hereby gives to Grantors Ninety (90) days time from the date of this deed within which to remove said dwelling house and buildings from the real estate covered by this deed.

U. S. REVENUE \$ 2.20

In Witness Whereof, The said Dewey Estes and Martha E. Estes, husband and wife have hereunto set their hands and seals, this 19th day of March, 1951.

Dewey Estes (Seal) Martha E. Estes (Seal)

STATE OF INDIANA, Monroe COUNTY, SS:

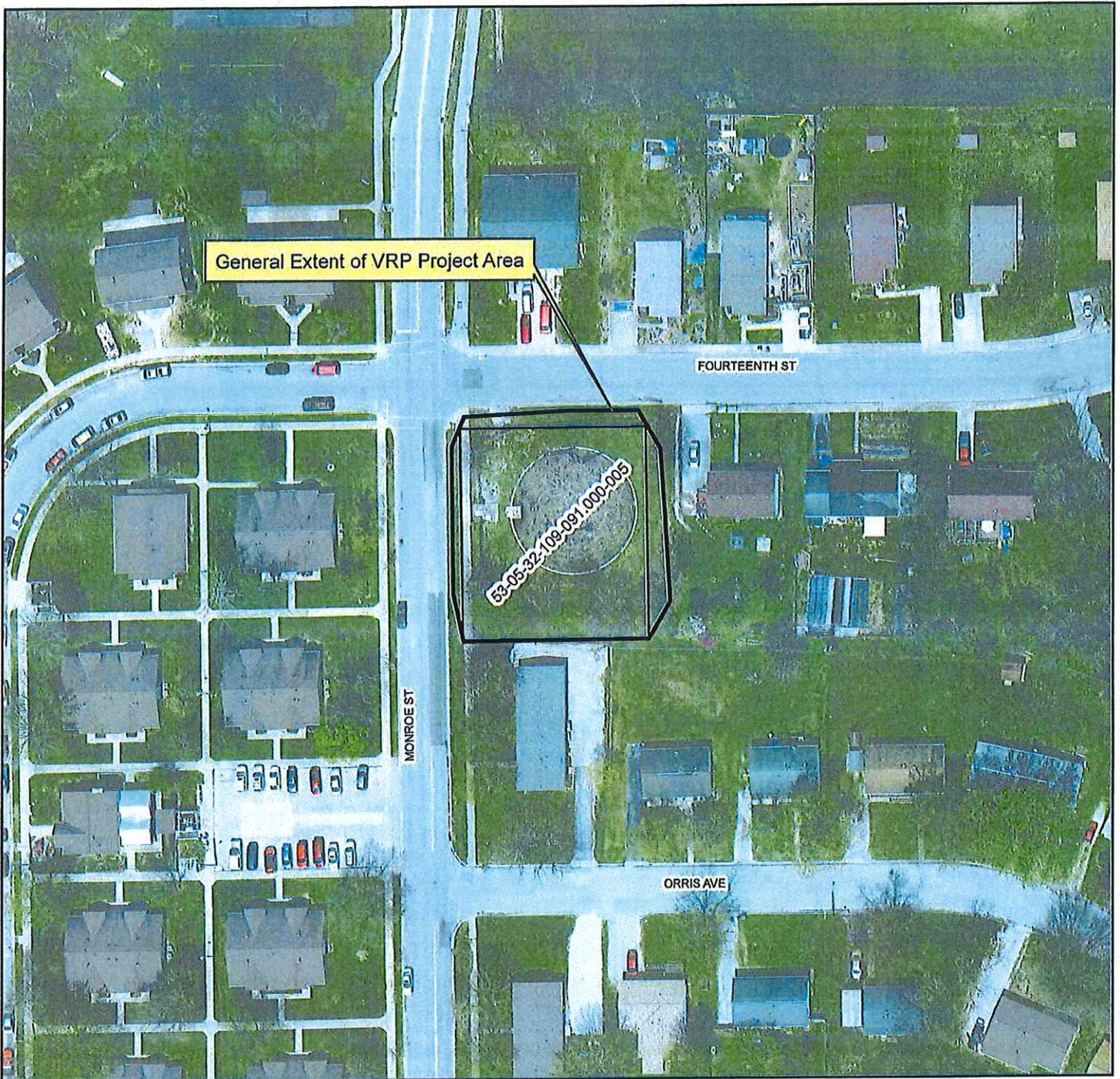
Before me, the undersigned, a Notary Public, in and for said County and State, this 19th day of March, A. D. 1951, personally appeared the within named Dewey Estes and Martha E. Estes, husband and wife Grantors in the above conveyance, and acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

(Notarial Seal) James H. Regeter My Commission expires July 1, 1951 Notary Public

Filed for record: April 7, 1951 at 11:00 A. M. MARION J. KIMM, RECORDER

Dyer Tank -VRP # 6171001 - General Extent of VRP Project Area



Mapped By: Shane Moore, IDEM, Office of Land Quality, Science Services Branch, Engineering & GIS Services, July 7, 2020

General Extent Info: The General Extent of VRP Project Area was defined by the IDEM Project Manager based on sampling locations.

Parcel ID: 53-05-32-109-091.000-005

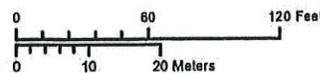
Orthophoto Info: 2019 Statewide Orthophotography Program

PLSS Info: Section 32, T9N, R1W, Bloomington Township, Monroe County, IN

Property: 1020 N. Monroe Street, Bloomington, Indiana

Disclaimer: This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

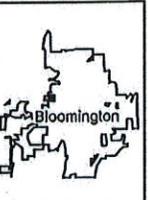
-  General Extent of VRP Project Area
-  Property Parcel

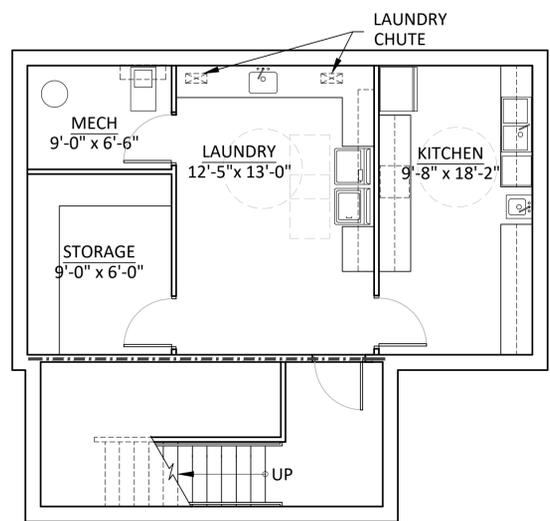


Monroe County

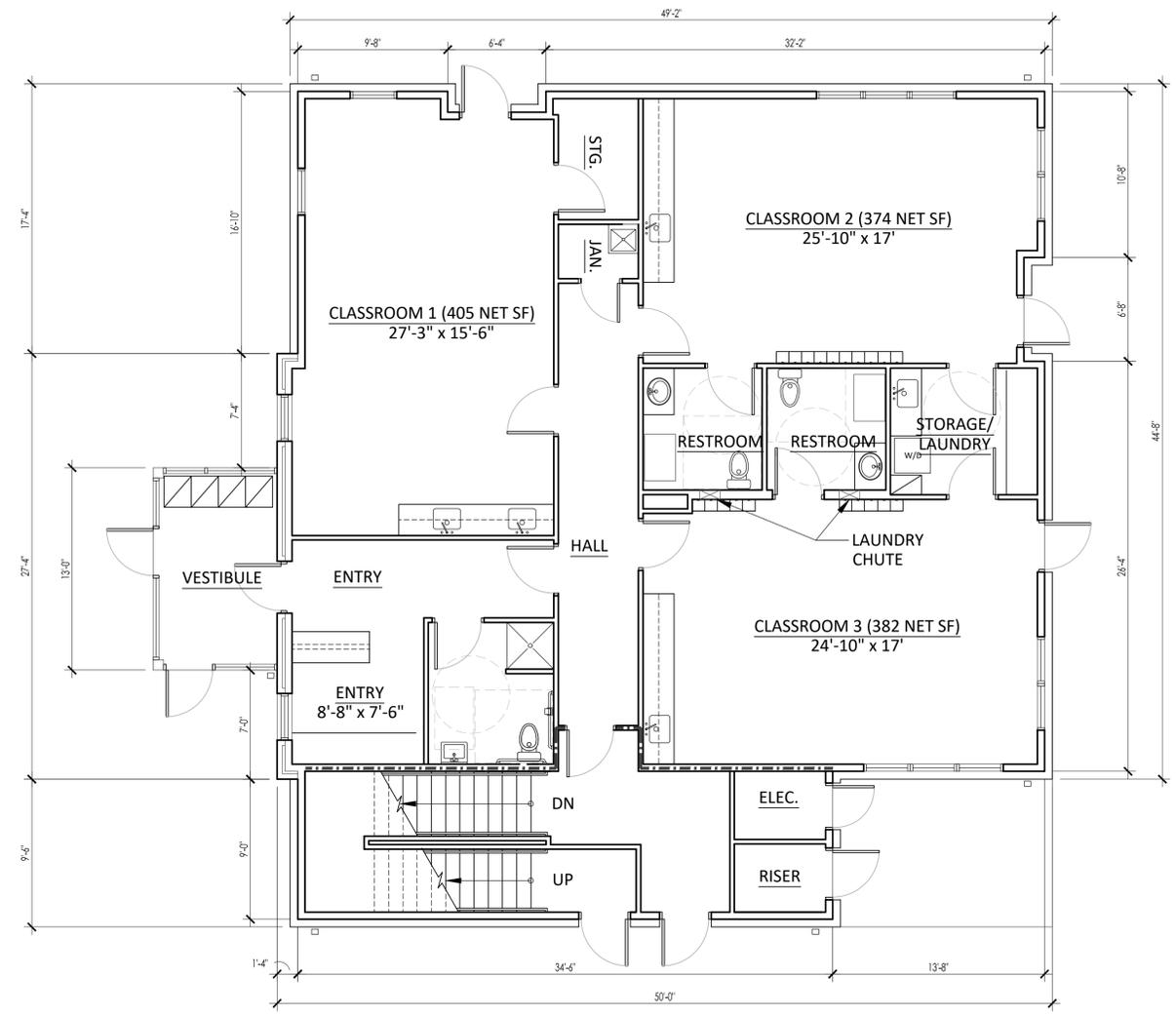


Project Area





B BASEMENT FLOOR PLAN ↑
SCALE: 3/16" = 1'-0"



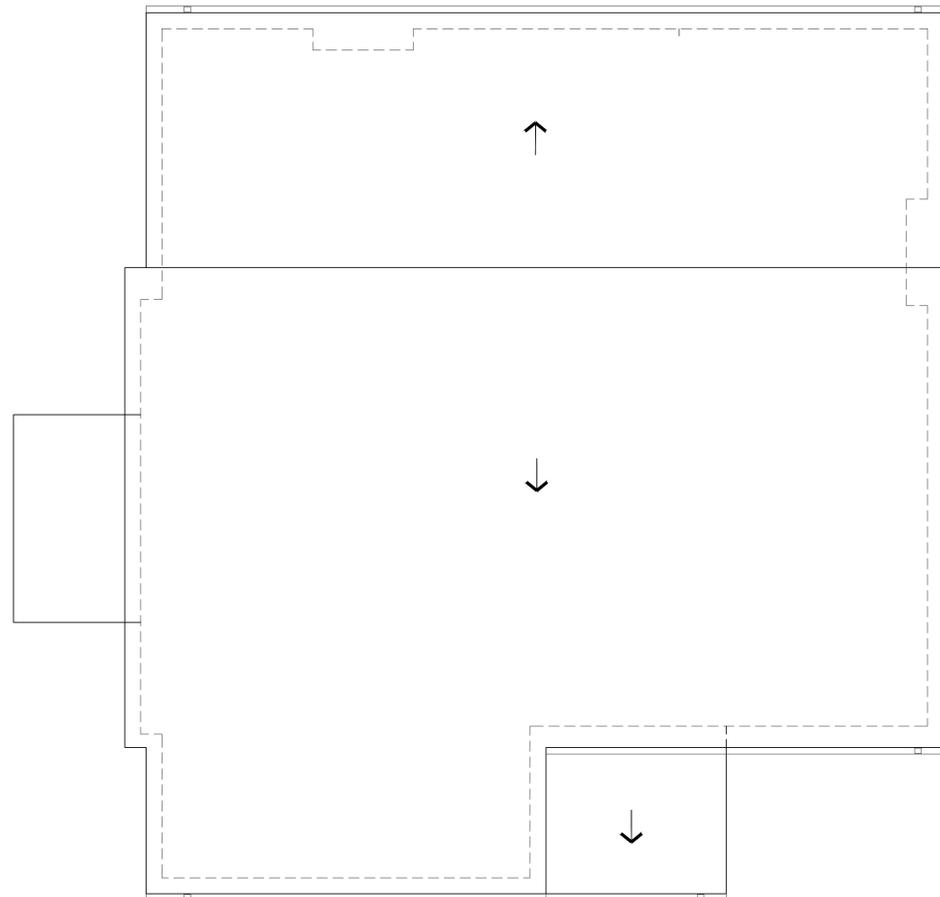
A MAIN FLOOR PLAN ↑
SCALE: 3/16" = 1'-0"

**BHA CHILDCARE CENTER
& APARTMENTS**
WEST 14TH STREET
BLOOMINGTON, IN

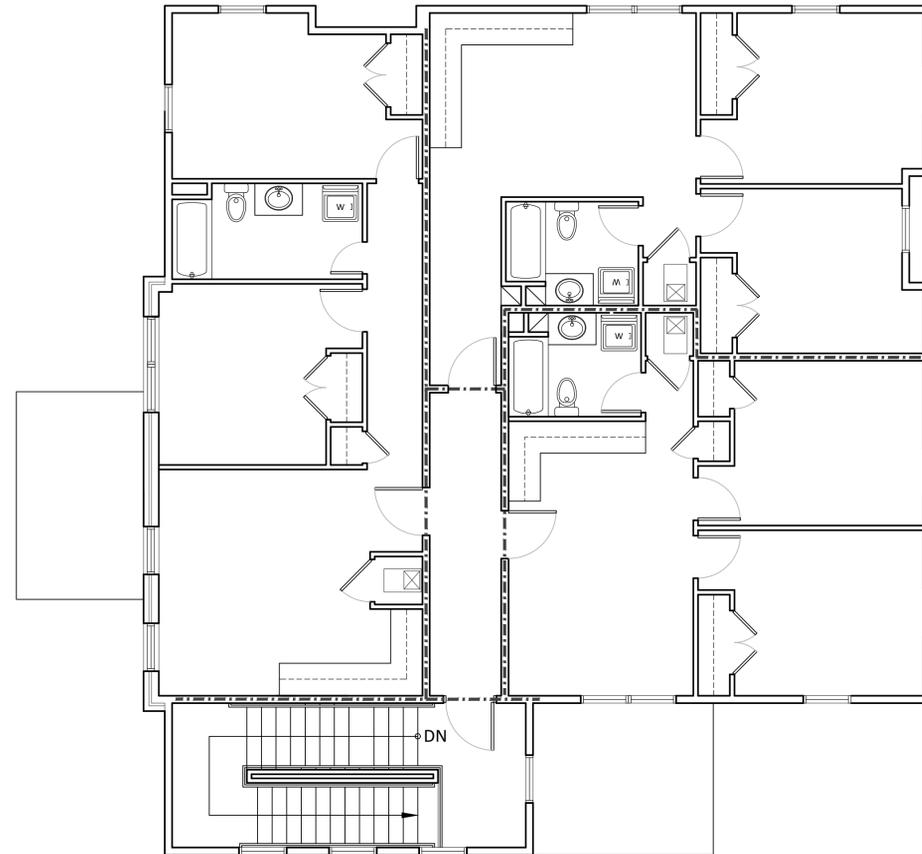
PROJECT NUMBER: 22-56
ISSUE DATE: 1.24.23
REVISION DATE:

**UPPER
FLOOR & ROOF
PLANS**

A102



B ROOF PLAN ↑
SCALE: 3/16" = 1'-0"



A UPPER FLOOR PLAN ↑
SCALE: 3/16" = 1'-0"



D EAST ELEVATION
SCALE: 1/8" = 1'-0"



B SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



C NORTH ELEVATION
SCALE: 1/8" = 1'-0"



A WEST ELEVATION
SCALE: 1/8" = 1'-0"

IDEM

Indiana Department of Environmental Management

Covenant Not To Sue



Voluntary Remediation Program

Dyer Tank
Bloomington, Indiana

VRP Project #6171001



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204
(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Bruno L. Pigott
Commissioner

December 21, 2020

Mr. Brad Schroeder, P.E.
City of Bloomington, Indiana
600 East Miller Drive
Bloomington, IN 47401

Dear Mr. Schroeder:

Re: Covenant Not To Sue
Dyer Tank
1020 (Fmr. 1008) North Monroe Street
Bloomington, Indiana
VRP #6171001

The Indiana Department of Environmental Management's Voluntary Remediation Program (VRP) is pleased to provide the State of Indiana's Covenant Not To Sue to the City of Bloomington, Indiana for the cleanup conducted at the Dyer Tank site, 1020 (Fmr. 1008) North Monroe Street, Bloomington, Indiana. Please find the original copy of the Covenant Not To Sue enclosed.

We appreciate your efforts in completing the voluntary cleanup at your site and fulfilling the requirements of the Voluntary Remediation Program. Your proactive efforts have taken Indiana another step toward a cleaner and healthier environment.

If you have any questions or concerns regarding this project or the Covenant Not To Sue, please contact your VRP Project Manager, Mark A. Nance, at (317) 233-7089, or at MNance@idem.IN.gov. Thank you for your participation.

Sincerely,

Bruno L. Pigott
Commissioner

MN:vp
Enclosure
cc: Mark A. Nance, Project Manager, IDEM VRP

STATE OF INDIANA
VOLUNTARY REMEDIATION PROGRAM
COVENANT NOT TO SUE

COVENANT

On September 17, 2020, the Assistant Commissioner of the Indiana Department of Environmental Management (IDEM) issued a Certificate of Completion pursuant to Indiana Code § 13-25-5-16 to the City of Bloomington, Indiana for Voluntary Remediation Program (VRP) site number 6171001. The Certificate was issued in recognition of the completion of the work performed under a Voluntary Remediation Work Plan ("Work Plan") to address the release of hazardous substances and/or petroleum at the Dyer Tank site in Bloomington, Indiana. The Certificate is attached to this Covenant and incorporated herein. The Certificate contains a project summary as Exhibit 1; a list of the specific contaminants addressed under the project as Exhibit 2; a map of the site and the project areas as Exhibit 3; and a source of title and legal description of the site as Exhibit 4.

Pursuant to Indiana Code § 13-25-5, the Governor of the State of Indiana now covenants not to sue the City of Bloomington, Indiana for any liability, including future liability, or for any claim, resulting from or based upon the release or threatened release of contaminants listed in Exhibit 2 that were the subject of the approved Work Plan, as explained below. The Covenant shall bar suit against the City of Bloomington, Indiana, and any other person who receives the Certificate of Completion through legal transfer or who acquires the subject property to which the Certificate applies ("successors in title"), from all public and private claims arising under Title 13 of the Indiana Code or rules adopted thereunder in connection with the release or threatened release of a hazardous substance or petroleum that was the subject of the approved Work Plan, except as set forth in Reservations, below.

This Covenant Not To Sue shall be construed as a Covenant running with the land, but shall not apply to the predecessors in title of the original applicant to the VRP, the City of Bloomington, Indiana.

RESERVATIONS

1. Pursuant to Indiana Code § 13-25-5-18(c), the Covenant does not apply to any public or private claim for liability, or future liability, arising under Title 13 of the Indiana Code or any rules adopted thereunder, resulting from or based upon a condition or extent of a condition that:

- A) was present on the property on which the completed Work Plan was conducted; and
- B) was not known to the Commissioner of IDEM at the time the Certificate of Completion was issued.

For purposes of this paragraph, the Commissioner's knowledge at the Site is limited to the information IDEM received during the execution of the Work Plan and the information contained in the site investigation report(s) and the Work Plan and its attachments as provided to IDEM.

2. This Covenant applies only to releases of the contaminants addressed by the Work Plan as specified in Exhibit 2.

3. This Covenant does not apply to releases of hazardous substances or petroleum (including all contaminants listed in Exhibit 2 of the Certificate) that occurred, or migrated outside of the boundaries of the VRP project area, as identified in Exhibit 3 of the Certificate. This Covenant also does not apply to releases of hazardous substances or petroleum not listed in Exhibit 2 of the

Certificate or releases that occurred after issuance of this Covenant.

4. Pursuant to Indiana Code § 13-25-5-1, a person's participation in the Voluntary Remediation Program does not affect a person's closure or corrective action obligations under the Resource Conservation and Recovery Act (RCRA) set forth in 42 U.S.C. § 6901, et seq.

5. Pursuant to Indiana Code § 13-25-5-18(f), this Covenant does not preclude the federal government from pursuing the City of Bloomington, Indiana or any successors for claims based on federal law.

6. This Covenant does not preclude the State of Indiana from taking any unilateral action at the site, under any existing or future statutory authority, to protect human health and the environment.

7. This Covenant does not preclude the State Natural Resource Trustees ("Trustees") from pursuing the City of Bloomington, Indiana, or its successors in title, for natural resource damages resulting from the release or threatened release of any hazardous substances or petroleum, regardless of whether they were listed in Exhibit 2 and addressed by the completed Work Plan.

8. This Covenant does not preclude the State of Indiana from suing the City of Bloomington, Indiana for the administrative costs it agreed to pay IDEM under the Voluntary Remediation Agreement it entered into with IDEM.

WHEREFORE, the Governor of the State of Indiana issues this Covenant to the City of Bloomington, Indiana, with all aforementioned privileges, responsibilities, conditions and reservations, this 21st of DECEMBER, 2020.



Eric J. Holcomb, Governor, State of Indiana

APPROVED FOR LEGALITY AND FORM

Curtis Hill
Attorney General, State of Indiana



By:
David Johnson,
Chief Counsel for the Advisory Division
Office of Indiana Attorney General Curtis Hill

COUNTY RECORDER'S STAMP

2020017225 MIS \$25.00
10/16/2020 10:27:58A 16 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented

**Indiana Department of Environmental
Management**

Certificate of Completion



Voluntary Remediation Program

Dyer Tank

Bloomington, Indiana

VRP Project #6171001

Indiana Department of Environmental Management



Certificate of Completion

Issued to

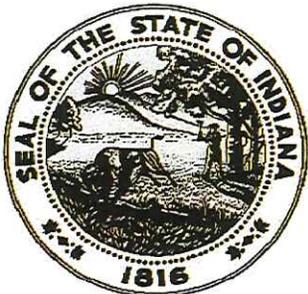
City of Bloomington, Indiana

FOR The successful completion of the Voluntary Remediation Work Plan for the Dyer Tank site, IDEM #6171001, located at 1020 (Formerly 1008) North Monroe Street, Bloomington, (Monroe County) Indiana, as more specifically described in the attached Exhibits 1-3, which are incorporated herein by reference. The issuance of a Certificate of Completion under IC 13-25-5 is a final agency action for purposes of IC 4-21.5.

Signed this date September 17th, 2020

Peggy Dorsey, for

Peggy Dorsey, Assistant Commissioner, Office of Land Quality
Department of Environmental Management



A State that Works

Exhibit 1

Project Summary

Exhibit 1

Project Summary
Certificate of Completion for the Voluntary Remediation Program
Indiana Department of Environmental Management
Dyer Tank
VRP Site #6171001

VRP APPLICANT: City of Bloomington, Indiana

APPLICANT ADDRESS: 600 East Miller Drive, Bloomington, IN 47401

PROJECT NAME: Dyer Tank

VRP PROJECT ADDRESS: 1020 (Formerly 1008) North Monroe Street

CITY, COUNTY: Bloomington, Monroe

PROJECT MANAGER: Mark A. Nance

DATE APPLICATION RECEIVED: October 18, 2017

DATE COMPLETION REPORT APPROVED: August 17, 2020

**DID THE REMEDY ENTAIL ACTIVE / PHYSICAL REMEDIATION OF
CONTAMINATION IN ORDER TO ACHIEVE CLOSURE?:** Yes (see below).

REMEDICATION CLEANUP GOALS ACHIEVED: Remediation Closure Guide
(RCG) Residential Default
Screening Levels (SLs), 2017
Update. See Exhibit 2.

MEDIA ADDRESSED: Surface Soil and Subsurface Soil

VRP PROJECT AREA: Entire Facility. See Exhibit 3.

ENVIRONMENTAL RESTRICTIVE COVENANT (ERC) USE RESTRICTIONS: None.

ENGINEERING CONTROL(S) TO BE MAINTAINED: None.

SUMMARY OF PROJECT:

The Dyer Tank site is located within a predominantly residential area in the northern portion of Bloomington, Indiana. A two-million-gallon municipal water storage tank occupied the site from 1954 until its demolition in 2015. Only the concrete ring foundation measuring 74 feet (ft.) in diameter remains. Prior to remediation, the interior

of the foundation ring contained a base material consisting of a sand and crushed stone mixture from grade to approximately 2.5 ft. below ground surface (bgs).

The City of Bloomington Utilities Department (CBU) began characterization of the tank base material in July 2015. A composite Toxicity Characteristic Leaching Procedure (TCLP) sample of the saturated tank base material exhibited lead above the hazardous waste characteristic level. Since the tank base material was found to be retaining water, a perched water sample was collected in August 2015, which exhibited lead at a concentration above the level for a characteristically hazardous liquid.

In response to the results of the waste characterization sampling in 2015, AECOM, on behalf of CBU, conducted subsurface investigation activities at the site in the years 2016 and 2017. Shallow soil samples were collected for eight Resource Conservation and Recovery Act (RCRA) metals and zinc. Lead was determined to be the main risk driver at the site after arsenic and total chromium were determined to be within the range of natural background detections. All contaminants of concern were vertically and horizontally delineated in soil by the end of 2017.

Through further study of the perched water within the former tank base material, it was determined that rainwater seasonally accumulated inside the concrete ring foundation due to the presence of underlying "terra rosa" clay soils. As a result, AECOM installed a four-inch diameter sump at to provide an access point for sampling and potentially dewatering the tank base material during remediation. A sample of the perched water was collected in June 2018, and all contaminants of concern were reported below RCG Tap Water SLs.

To determine if a native groundwater source was potentially impacted beneath the site, three soil borings were advanced to bedrock refusal in October 2018. Temporary monitoring wells were placed in the boreholes for potential collection of groundwater samples. However, the wells were found to be dry upon initial installation and after a 24-hour waiting period. As a result, the Indiana Department of Environmental Management (IDEM) determined that no further groundwater investigation was necessary.

To address remaining lead impacts in soil, AECOM developed a Remediation Work Plan (RWP), which proposed excavation of all soils with lead concentration above IDEM RCG Migration to Groundwater (MTGW) SLs. After a 30-day public comment period, the RWP received Formal Approval from IDEM on September 26, 2019. The proposed remedial excavation was subsequently conducted between March 23, 2020 and April 9, 2020. A summary of the excavation, confirmation sampling results, and restoration activities was provided in a Remediation Completion Report (RCR), dated June 1, 2020.

Upon review of the RCR, IDEM has determined that site contaminants of concern were successfully remediated to below RCG Default SLs for residential scenarios. Therefore, the site may be used for either residential or commercial purposes without the encumbrance of institutional controls. As a result, the IDEM Voluntary Remediation Program (VRP) issued a Certificate of Completion for Project #6171001.

This Certificate of Completion is not meant to modify the terms or conditions of the completed Remediation Work Plan and Covenant Not to Sue. In the event this Certificate of Completion should be inconsistent with the Remediation Work Plan or the Covenant Not To Sue, the Remediation Work Plan shall control.

Exhibit 2

Table of Contaminants Addressed in Project

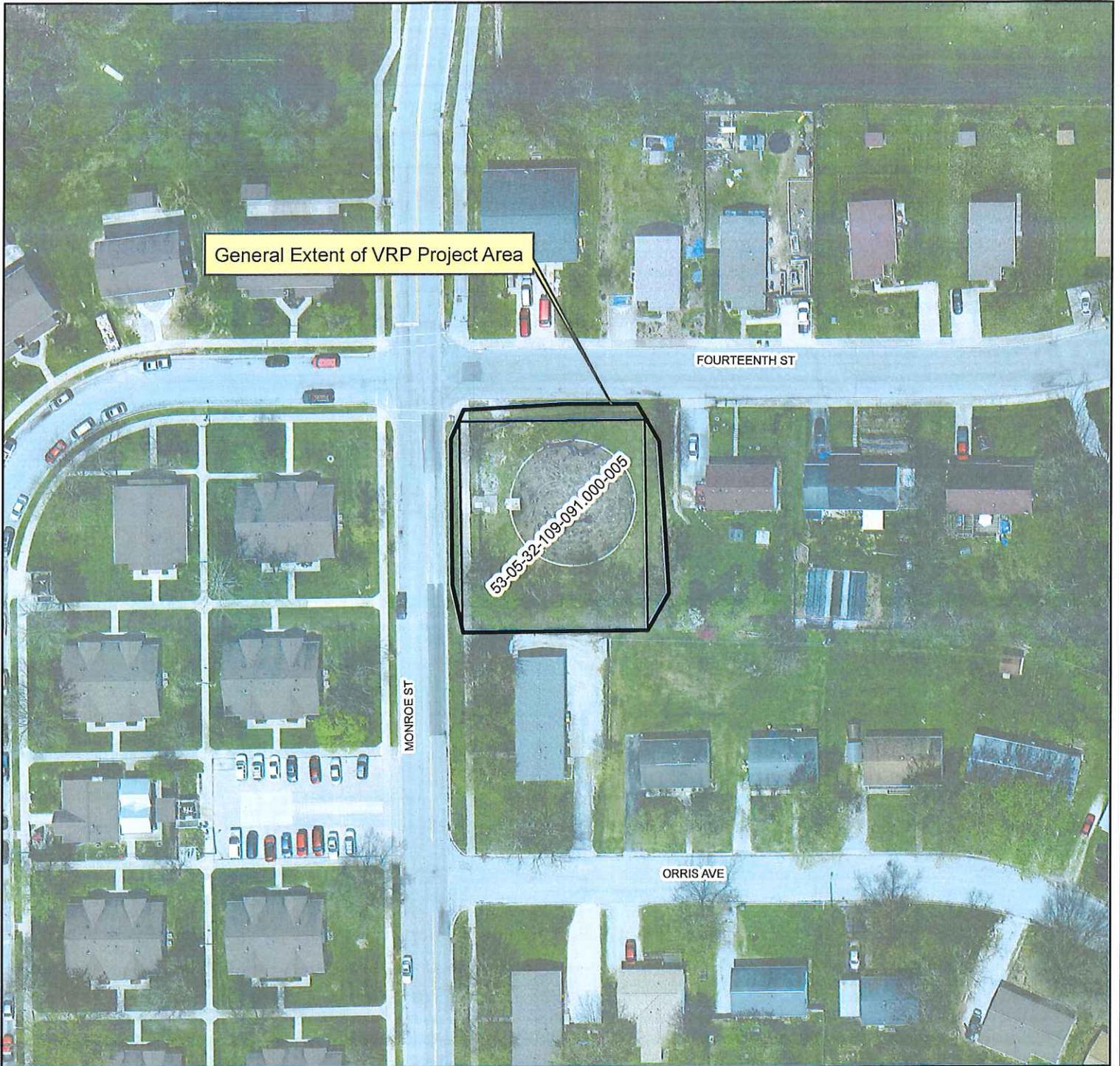
Dyer Tank
EXHIBIT 2
Site Contaminants Of Concern
Addressed by the Remediation Work Plan

Metals		
Arsenic	Chromium, Total	Selenium
Barium	Lead	Silver
Cadmium	Mercury	Zinc
<p>Specific and detailed information regarding the work performed under the Remediation Work Plan, the remedial objectives achieved for this project, and contaminant concentrations at the time of closure are available online on the Indiana Department of Environmental Management's Virtual File Cabinet located at http://vfc.idem.in.gov/DocumentSearch.aspx.</p> <p>The Remediation Work Plan for the Dyer Tank site is indexed on the Virtual File Cabinet as Documents #82758493 and #82819395. The Remediation Completion Report is indexed as Document #82978801.</p>		

Exhibit 3

Site Map

Dyer Tank -VRP # 6171001 - General Extent of VRP Project Area



Mapped By: Shane Moore, IDEM, Office of Land Quality, Science Services Branch, Engineering & GIS Services, July 7, 2020

General Extent Info: The General Extent of VRP Project Area was defined by the IDEM Project Manager based on sampling locations.

Parcel ID: 53-05-32-109-091.000-005

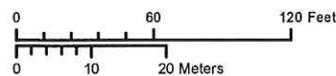
Orthophoto Info: 2019 Statewide Orthophotography Program

PLSS Info: Section 32, T9N, R1W, Bloomington Township, Monroe County, IN

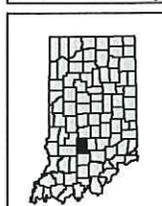
Property: 1020 N. Monroe Street, Bloomington, Indiana

Disclaimer: This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

-  General Extent of VRP Project Area
-  Property Parcel



Monroe County



Project Area

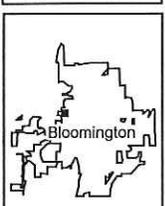


Exhibit 4

Source of Title



Board of Public Works Staff Report

Project/Event: Revision of Change Order #3 to Contract with Ann-Kriss, LLC for Upgrades and Repairs at Fire Station #4

Petitioner/Representative: Bloomington Fire Department

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

Meeting Date: 6/6/2023

Included in the contract for the Upgrades and Repairs of Fire Station #4 was the replacement of the concrete apron on the west side of the station. After the old apron was removed it was discovered that the drainage system that took water from the adjoining downspouts and drained the subgrade of the slab had collapsed in some areas and filled with dirt in others.

Staff requested a price from Ann-Kriss, LLC for the cost of repairing this drainage system. The price submitted was \$5,410.00.

The additional costs of this change order (\$5,410.00) would raise the contract amount from \$ 300,811.21 to \$ 306,221.21. This is an increase to the contract amount of 1%. The total change orders for the project total \$ 41,349.21. This represents a total increase of 15.6% above the original contract price of \$ 264,872.00.

Staff seeks the Boards permission to proceed with the \$ 5,410.00 in repairs to the drainage system, which will raise the total contract amount to \$ 306,221.21.

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff". The signature is written in a cursive, flowing style.

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



Board of Public Works Staff Report

Project/Event: Revision of Change Order #3 to Contract with Ann-Kriss, LLC for Upgrades and Repairs at Fire Station #4

Petitioner/Representative: Bloomington Fire Department

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

Meeting Date: 4/11/2023

Included in the contract for the Upgrades and Repairs of Fire Station #4 was the replacement of the concrete apron on the west side of the station. After the old apron was removed it was discovered that the drainage system that took water from the adjoining downspouts and drained the subgrade of the slab had collapsed in some areas and filled with dirt in others.

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Respectfully submitted,

A handwritten signature in black ink that reads "J D Boruff".

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

City of Bloomington Contract and Purchase Justification Form

Vendor: Ann-Kriss, LLC

Contract Amount: \$ 306,221.21

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

PURCHASE INFORMATION

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

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

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

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

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

Included in the contract for the Upgrades and Repairs of Fire Station #4 was the replacement of the concrete apron on the west side of the station. After the old apron was removed it was discovered that the drainage system that took water from the adjoining downspouts and drained the subgrade of the slab had collapsed in some areas and filled with dirt in others.

Staff requested a price from Ann-Kriss, LLC for the cost of repairing this drainage system. The price submitted was \$5,410.00.

The additional costs of this change order (\$5,410.00) would raise the contract amount from \$ 300,811.21 to \$ 306,221.21. This is an increase to the contract amount of 1%. The total change orders for the project total \$ 41,349.21. This represents a total increase of 15.6% above the original contract price of \$ 264,872.00. e of work.

J. D. Boruff

Facilities Director

Public Works

Print/Type Name

Print/Type Title

Department

CHANGE ORDER

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR
- FIELD
- OTHER

Tabor/Bruce Architecture & Design, Inc.

PROJECT: City of Bloomington Fire Station 4
(name, address) City of Bloomington Public Works
401 N Morton St
Bloomington, Indiana 47404

CHANGE ORDER NUMBER: 3

TO: Ann-Kriss LLC
(Contractor) 736 S Morton St
Bloomington IN 47404

INITIATION DATE: 6-3-23
ARCHITECT'S PROJECT NO: 1422
CONTRACT DATE: xx-xx-2022

You are directed to make the following changes in this contract:

1. Removal of clogged and collapsed drainage pipe under west concrete apron. Install new 6" schedule 40 PVC drainage pipe. Daylight drain at storm sewer inlet at southwest corner of property. Cover, seed, and straw the affected area.

\$5,410.00

Total \$5,410.00

Not valid until signed by both the owner and architect.
Signature of the contractor indicates his/her agreement herewith, including any adjustment in the contract sum or contract time.

The original (contract sum) was	\$264,872.00
Net change by previously authorized change orders	\$35,939.21
The (contract sum) prior to this change order was	\$300,811.21
The (contract sum) will be (increased) by this change order	\$5,410.00
The new (contract sum) including this change order will be	\$306,221.21
The contract time will be (unchanged) by	(0) days.
The date of substantial completion as of the date of this change order therefore is	Unchanged

Tabor/Bruce Architecture
ARCHITECT INC.
1101 S Walnut Street
Bloomington, IN. 47401

Ann-Kriss LLC
CONTRACTOR
736 S Morton St
Bloomington, IN 47404

Bloomington Public Works
OWNER
401 N Morton St
Bloomington, IN 47404

By H.D. Bruce President
Date 6-1-23

By [Signature]
Date 6/02/23

By _____
Date _____



Board of Public Works Claim Register

Invoice Date Range 05/27/23 - 06/09/23

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Carolina Lima	01-refund adoption fee-5/20/23		06/09/2023	75.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 1		<u>\$75.00</u>
Account 43460 - Medical				
Carolina Lima	01-refund adoption fee-5/20/23		06/09/2023	15.00
	Account 43460 - Medical Totals	Invoice 1		<u>\$15.00</u>
Account 52210 - Institutional Supplies				
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription Veterinary Food		06/09/2023	89.49
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription Veterinary Food		06/09/2023	151.34
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Cat Food		06/09/2023	175.60
4586 - Hill's Pet Nutrition Sales, INC	01-dog/puppy/cat/kitten food		06/09/2023	469.35
3929 - IDEXX Laboratories, INC	01-Heartworm RT tests		06/09/2023	658.80
4549 - Kroger Limited Partnership I	01-rabbit food-cilantro, collard greens, lettuce		06/09/2023	7.21
4549 - Kroger Limited Partnership I	01-shelter supplies off aerosol		06/09/2023	24.98
4633 - Midwest Veterinary Supply, INC	01-Vet supplies- rabbit food (Timothy hay)		06/09/2023	42.70
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)		06/09/2023	61.15
4633 - Midwest Veterinary Supply, INC	01- fluids, syringes		06/09/2023	165.21
4633 - Midwest Veterinary Supply, INC	01-Vet supplies- KMR, syringes		06/09/2023	239.12
4633 - Midwest Veterinary Supply, INC	01- fluids, bottles, antibiotics, syringes		06/09/2023	268.67
4633 - Midwest Veterinary Supply, INC	01-Diroban, syringes, antibiotics, ID bands		06/09/2023	425.24
	Account 52210 - Institutional Supplies Totals	Invoice 13		<u>\$2,778.86</u>



Board of Public Works Claim Register

Invoice Date Range 05/27/23 - 06/09/23

Account 52340 - Other Repairs and Maintenance

313 - Fastenal Company	01-roll paper towels	06/09/2023	49.63
313 - Fastenal Company	01-bleach, mop heads	06/09/2023	141.51
313 - Fastenal Company	01-laundry detergent	06/09/2023	190.00
Account 52340 - Other Repairs and Maintenance Totals		Invoice 3	<u>\$381.14</u>

Account 53130 - Medical

6529 - BloomingPaws, LLC	01-Emergency Veterinary Services	06/09/2023	556.06
6529 - BloomingPaws, LLC	01-credit for medication cost adjustment	06/09/2023	(10.40)
5107 - NVA College Mall Veterinary Management INC	01-Emergency Vet Services -4/15-4/27/23	06/09/2023	482.51
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-Spay/Neuter-5/16/23	06/09/2023	270.00
Account 53130 - Medical Totals		Invoice 4	<u>\$1,298.17</u>

Account 53610 - Building Repairs

1537 - Indiana Door & Hardware Specialties, INC	01 - SA - Door repair at ACC	06/09/2023	90.00
Account 53610 - Building Repairs Totals		Invoice 1	<u>\$90.00</u>
Program 010000 - Main Totals		Invoice 23	<u>\$4,638.17</u>

Program 010001 - Donations Over \$5K

Account 53130 - Medical

6529 - BloomingPaws, LLC	01-Emergency Veterinary Services	06/09/2023	327.89
3929 - IDEXX Laboratories, INC	01-fecal diagnostics & urinalysis	06/09/2023	710.60
175 - Monroe County Humane Association, INC	01-care & boarding for hoarding case dogs	06/09/2023	6,345.72
Account 53130 - Medical Totals		Invoice 3	<u>\$7,384.21</u>
Program 010001 - Donations Over \$5K Totals		Invoice 3	<u>\$7,384.21</u>
Department 01 - Animal Shelter Totals		Invoice 26	<u>\$12,022.38</u>

Department 02 - Public Works

Program 020000 - Main

Account 46060 - Other Violations

Susan Chattin	26-Customer overpaid on citation	06/09/2023	30.00
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Board of Public Works Claim Register

Invoice Date Range 05/27/23 - 06/09/23

Elizabeth Shepherd	26-paid parking ticket, then it was appealed and dismissed	06/09/2023	3.00
	Account 46060 - Other Violations Totals	Invoice 2	<u>\$33.00</u>
Account 52110 - Office Supplies 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	02-Pens for Front Desk	06/09/2023	31.99
	Account 52110 - Office Supplies Totals	Invoice 1	<u>\$31.99</u>
Account 53990 - Other Services and Charges 7146 - Routeware, INC	26-SA-Rewired sensor wires and sealed ends	06/09/2023	30,369.60
7455 - TriTech Software Systems	02-Asset Management Software Annual Maint Fees-7/1/23-6/30/24	06/09/2023	10,413.45
8721 - Western Surety Company (CNA Surety)	02-Surety Bond for Chelsea Gregory-Notary-5/1/23-4/30/31	06/09/2023	75.00
	Account 53990 - Other Services and Charges Totals	Invoice 3	<u>\$40,858.05</u>
	Program 020000 - Main Totals	Invoice 6	<u>\$40,923.04</u>
	Department 02 - Public Works Totals	Invoice 6	<u>\$40,923.04</u>
Department 03 - City Clerk Program 030000 - Main Account 52110 - Office Supplies 843 - A.E. Boyce Company, INC	03-Clerk-paper for legislation and minutes	06/09/2023	219.19
	Account 52110 - Office Supplies Totals	Invoice 1	<u>\$219.19</u>
Account 53230 - Travel 8662 - Sofia McDowell	03-Per Diem/Mileage/Pkg-IIMC Conf-MN-5/13-5/18/23	06/09/2023	376.64
	Account 53230 - Travel Totals	Invoice 1	<u>\$376.64</u>
	Program 030000 - Main Totals	Invoice 2	<u>\$595.83</u>
	Department 03 - City Clerk Totals	Invoice 2	<u>\$595.83</u>
Department 04 - Economic & Sustainable Dev Program 040000 - Main Account 52420 - Other Supplies 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	04: Sticky Easel Pads & Note Cards for Art Workshop	06/09/2023	71.58
8368 - Holly Warren	04: Reimbursement of One Stop Exhibition supplies	06/09/2023	123.60
	Account 52420 - Other Supplies Totals	Invoice 2	<u>\$195.18</u>
Account 53230 - Travel			



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8395 - McKaylyn Lynch	04-Per Diem/Mileage/Pkg-Green Summit-OH-5/11-5/12/23	06/09/2023	219.72
	Account 53230 - Travel Totals	Invoice 1	<u>\$219.72</u>
Account 53960 - Grants			
204 - State Of Indiana	04: IAC-return unused 2021 grant funds	06/09/2023	1,000.00
	Account 53960 - Grants Totals	Invoice 1	<u>\$1,000.00</u>
Account 53970 - Mayor's Promotion of Business			
4505 - Bicycle Garage, INC	04- eBike for Registrant Drawing Award - Go Bloomington	06/09/2023	2,849.99
8500 - Chef Lee - In Your Home LLC	04: Lunch for Exhibit Columbus Bloomington Event-5/13/23	06/09/2023	1,028.00
4549 - Kroger Limited Partnership I	04-ice for Artist Party	06/09/2023	3.98
4549 - Kroger Limited Partnership I	04-Refreshments for Artist Party	06/09/2023	9.98
4549 - Kroger Limited Partnership I	04-Refreshments for Artist Party	06/09/2023	50.93
4549 - Kroger Limited Partnership I	04- REF# 139204 - Beverages	06/09/2023	8.98
4549 - Kroger Limited Partnership I	04-Refreshments for BAC event	06/09/2023	46.15
8368 - Holly Warren	04- Reimbursements for BAC Grant Review Event	06/09/2023	292.32
	Account 53970 - Mayor's Promotion of Business Totals	Invoice 8	<u>\$4,290.33</u>
	Program 040000 - Main Totals	Invoice 12	<u>\$5,705.23</u>
	Department 04 - Economic & Sustainable Dev Totals	Invoice 12	<u>\$5,705.23</u>
Department 05 - Common Council			
Program 050000 - Main			
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	05 - Apple USB-C Cable and Adapter	06/09/2023	44.99
	Account 52110 - Office Supplies Totals	Invoice 1	<u>\$44.99</u>
	Program 050000 - Main Totals	Invoice 1	<u>\$44.99</u>
	Department 05 - Common Council Totals	Invoice 1	<u>\$44.99</u>
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53160 - Instruction			



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Invoice Date Range 05/27/23 - 06/09/23

259 - Indiana Association Of Cities & Towns (AIM)	06- AIM Online 2023 Budget e-Workshop-Gilliland & McMillian	06/09/2023	100.00
	Account 53160 - Instruction Totals	Invoice 1	<u>\$100.00</u>
Account 53990 - Other Services and Charges			
910 - FORVIS, LLP	06-Compilation-12/31/21 1Annual Comprehensive Financial Report	06/09/2023	24,675.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$24,675.00</u>
	Program 060000 - Main Totals	Invoice 2	<u>\$24,775.00</u>
	Department 06 - Controller's Office Totals	Invoice 2	<u>\$24,775.00</u>
Department 07 - Engineering			
Program 070000 - Main			
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-First Aid Kits for Dept. Fleet Vehicles (7), key ring hanger	06/09/2023	82.44
6530 - Office Depot, INC	07-Toner Cartridge for Plotter-Eng portion/split with P&T	06/09/2023	314.00
	Account 52110 - Office Supplies Totals	Invoice 2	<u>\$396.44</u>
Account 52430 - Uniforms and Tools			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-Safety Hard Hats (6)	06/09/2023	101.04
	Account 52430 - Uniforms and Tools Totals	Invoice 1	<u>\$101.04</u>
Account 53210 - Telephone			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	07-iPhone case, charger (Mike Stewart) INV#1WL7-DT4K-3D3F	06/09/2023	54.72
	Account 53210 - Telephone Totals	Invoice 1	<u>\$54.72</u>
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings	07-Legal Ad (Hopewell Ph 1 East) Order #8603238	06/09/2023	209.42
	Account 53320 - Advertising Totals	Invoice 1	<u>\$209.42</u>
Account 54310 - Improvements Other Than Building			
5637 - Shrewsberry & Associates, LLC	07-DT Curb Ramps Ph3-CE-services thru 4/28/23	BC 2022-065 06/09/2023	10,669.03
	Account 54310 - Improvements Other Than Building Totals	Invoice 1	<u>\$10,669.03</u>
	Program 070000 - Main Totals	Invoice 6	<u>\$11,430.65</u>
	Department 07 - Engineering Totals	Invoice 6	<u>\$11,430.65</u>
Department 09 - CFRD			
Program 090000 - Main			



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Account 52420 - Other Supplies

4549 - Kroger Limited Partnership I

11693 - The Award Center, INC

798 - Winters Associates Promotional Products, INC

09-Refreshments for the BHRC Art/Essay Award Presentation	06/09/2023	73.24
09-Badges for 4 CFRD Commissions-24 Badges	06/09/2023	336.00
09-CFRD Branded Garment for Michelle Moss	06/09/2023	46.58

Account **52420 - Other Supplies** Totals Invoice 3 \$455.82

Account 53310 - Printing

3892 - Midwest Color Printing, INC

09-Business Cards for Shatoyia Moss and Michelle Moss	06/09/2023	123.35
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Account **53310 - Printing** Totals Invoice 1 \$123.35

Program **090000 - Main** Totals Invoice 4 \$579.17

Department **09 - CFRD** Totals Invoice 4 \$579.17

Department 10 - Legal

Program **100000 - Main**

Account 52110 - Office Supplies

6530 - Office Depot, INC

10-monitor riser	06/09/2023	25.99
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Account **52110 - Office Supplies** Totals Invoice 1 \$25.99

Account 53120 - Special Legal Services

50587 - Barnes & Thornburg LLP

10-BT legal services general muni advice-March 2023	06/09/2023	2,587.50
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Account **53120 - Special Legal Services** Totals Invoice 1 \$2,587.50

Account 53160 - Instruction

259 - Indiana Association Of Cities & Towns (AIM)

10-AIM Continuing Education 99556 Minicipal Law	06/09/2023	2,560.00
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Account **53160 - Instruction** Totals Invoice 1 \$2,560.00

Program **100000 - Main** Totals Invoice 3 \$5,173.49

Department **10 - Legal** Totals Invoice 3 \$5,173.49

Department 11 - Mayor's Office

Program **110000 - Main**

Account 52110 - Office Supplies

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

11 -Post its, ergonomic wrist rest and mouse	06/09/2023	53.36
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Account **52110 - Office Supplies** Totals Invoice 1 \$53.36

Account 52420 - Other Supplies



Board of Public Works Claim Register

Invoice Date Range 05/27/23 - 06/09/23

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11 -ipod charger	06/09/2023	29.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11 -Tissues and cord protectors	06/09/2023	30.44
	Account 52420 - Other Supplies Totals	Invoice 2	<u>\$60.43</u>
Account 53230 - Travel			
6894 - Devta Linda Kidd	11 -reimbursement DK conference	06/09/2023	312.47
	Account 53230 - Travel Totals	Invoice 1	<u>\$312.47</u>
Account 53910 - Dues and Subscriptions			
5954 - The Greater Bloomington Chamber Of Commerce, INC	11 -Yearly Dues Chamber of commerce-2023	06/09/2023	1,200.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	<u>\$1,200.00</u>
	Program 110000 - Main Totals	Invoice 5	<u>\$1,626.26</u>
	Department 11 - Mayor's Office Totals	Invoice 5	<u>\$1,626.26</u>
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
6099 - Safe Hiring Solutions	12-May 2023 background checks	06/09/2023	611.40
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$611.40</u>
	Program 120000 - Main Totals	Invoice 1	<u>\$611.40</u>
	Department 12 - Human Resources Totals	Invoice 1	<u>\$611.40</u>
Department 13 - Planning			
Program 130000 - Main			
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13- Bluetooth Headset w/ Microphone for Katie Gandhi	06/09/2023	138.93
6530 - Office Depot, INC	13- Complete Set of Ink Cartridges for Plotter-split w/ENG	06/09/2023	207.15
6530 - Office Depot, INC	13- Complete Set of Ink Cartridges for Plotter Machine	06/09/2023	107.68
	Account 52110 - Office Supplies Totals	Invoice 3	<u>\$453.76</u>
Account 52420 - Other Supplies			
798 - Winters Associates Promotional Products, INC	13- Quarter Zip Jackets for Planning Employees	06/09/2023	406.56
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$406.56</u>
Account 53310 - Printing			



Board of Public Works Claim Register

Invoice Date Range 05/27/23 - 06/09/23

3892 - Midwest Color Printing, INC	13- Business cards for Jennifer Burrell & Melissa Hirtzel	06/09/2023	124.44
	Account 53310 - Printing Totals	Invoice 1	<u>\$124.44</u>
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings	13- BZA Legal Publications AA-08,12,14, and V-09	06/09/2023	157.78
	Account 53320 - Advertising Totals	Invoice 1	<u>\$157.78</u>
	Program 130000 - Main Totals	Invoice 6	<u>\$1,142.54</u>
	Department 13 - Planning Totals	Invoice 6	<u>\$1,142.54</u>
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52310 - Building Materials and Supplies			
413 - Bloomington Paint & Wallpaper Co	19 - FL-Patio medium base paint	06/09/2023	154.18
177 - Indiana Oxygen Company, INC	19 - Small Acetylene and HP for facilities for April 2023	06/09/2023	44.40
4574 - John Deere Financial f.s.b. (Rural King)	19-shop towels, drum liners, (2) pneumatic tire,	06/09/2023	259.86
	Account 52310 - Building Materials and Supplies Totals	Invoice 3	<u>\$458.44</u>
Account 52420 - Other Supplies			
6530 - Office Depot, INC	19 - Black toner cartridge	06/09/2023	341.39
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$341.39</u>
Account 52430 - Uniforms and Tools			
19171 - Aramark Uniform & Career Apparel Group, INC	19 - Pants for R. Flake - 4/27/2023	06/09/2023	28.13
19171 - Aramark Uniform & Career Apparel Group, INC	19 - Pants for R. Flake - 5/18/23	06/09/2023	28.13
	Account 52430 - Uniforms and Tools Totals	Invoice 2	<u>\$56.26</u>
Account 53610 - Building Repairs			
321 - Harrell Fish, INC (HFI)	19 -SA-Installed 3/8" ball valve pressure gauge-City Hall-pump 3	BC 2022-115 06/09/2023	239.21
321 - Harrell Fish, INC (HFI)	19-SA-Installed 3/8" ball valve for pressure gauge	BC 2022-115 06/09/2023	1,287.00
321 - Harrell Fish, INC (HFI)	19-SA-Restroom sinks-2nd FLR backed up-added chemical to drain	BC 2022-116 06/09/2023	339.30
321 - Harrell Fish, INC (HFI)	19-SA-Replaced condensate pump on AC unit	BC 2022-115 06/09/2023	698.90



Board of Public Works Claim Register

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321 - Harrell Fish, INC (HFI)	19-SA-Installed new condensate pump/labor-copy room front entran	BC 2022-115	06/09/2023	1,162.90
321 - Harrell Fish, INC (HFI)	19-SA-Installed new thermostat, air sensor and labor - HAND	BC 2022-115	06/09/2023	1,415.94
321 - Harrell Fish, INC (HFI)	19--SA-ITS-Installed new blower wheel and mounted it in the unit	BC 2022-115	06/09/2023	722.24
393 - Kone INC	19 -SA Furnished & install a new hack	BC 2023-004	06/09/2023	1,499.00
7402 - Nature's Way, INC	19-Plant Maintenance @ City Hall - 5/1/2023	BC 2022-118	06/09/2023	353.43
Account 53610 - Building Repairs Totals			Invoice 9	\$7,717.92
Program 190000 - Main Totals			Invoice 15	\$8,574.01
Department 19 - Facilities Maintenance Totals			Invoice 15	\$8,574.01
Department 28 - ITS				
Program 280000 - Main				
Account 53170 - Mgt. Fee, Consultants, and Workshops				
7389 - Info-tech Research Group INC	28 - Info-Tech - Advisory bundle subscription 5/13/23-5/13/24		06/09/2023	28,044.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			Invoice 1	\$28,044.00
Account 53210 - Telephone				
1079 - AT&T	28-CH/off site fac-long distance chgs 05/09/2023-BAN #849494015		05/31/2023	77.11
Account 53210 - Telephone Totals			Invoice 1	\$77.11
Account 53230 - Travel				
8719 - Jeremy Herhusky-Schneider	28-Per Diem/Mileage-Tyler Connect Conf-TX-5/7-5/10/23		06/09/2023	218.26
8208 - Gregory Overtoom	28-Per Diem/Mileage-Tyler Connect Conf-TX-5/7-5/10/23		06/09/2023	287.35
Account 53230 - Travel Totals			Invoice 2	\$505.61
Account 53910 - Dues and Subscriptions				
7344 - Periodic INC	28 - Periodic 2023 Online Booking Subscription April 2023		06/09/2023	138.50
8441 - Promevo Holdings, INC (Promevo, LLC)	28 - Archive Licenses (2)-1 month-serv end date 5/24/23		06/09/2023	8.34
Account 53910 - Dues and Subscriptions Totals			Invoice 2	\$146.84
Program 280000 - Main Totals			Invoice 6	\$28,773.56
Department 28 - ITS Totals			Invoice 6	\$28,773.56
Fund 101 - General Fund (S0101) Totals			Invoice 95	\$141,977.55



Board of Public Works Claim Register

Invoice Date Range 05/27/23 - 06/09/23

Fund 103 - Restricted Donations(ord 05-17)

Department **06 - Controller's Office**
 Program **400102 - Animal Supplies**
 Account **52210 - Institutional Supplies**
 4633 - Midwest Veterinary Supply, INC

4633 - Midwest Veterinary Supply, INC

01-Vet supplies- KMR	06/09/2023	75.19
01-Diroban, syringes, antibiotics, ID bands	06/09/2023	771.00
Account 52210 - Institutional Supplies Totals	Invoice 2	<u>\$846.19</u>
Program 400102 - Animal Supplies Totals	Invoice 2	<u>\$846.19</u>
Department 06 - Controller's Office Totals	Invoice 2	<u>\$846.19</u>
Fund 103 - Restricted Donations(ord 05-17) Totals	Invoice 2	<u>\$846.19</u>

Fund 153 - LIT – Economic Development

Department **04 - Economic & Sustainable Dev**
 Program **040000 - Main**
 Account **53960 - Grants**

504 - Housing Authority Of The City of Bloomington (BHA)

8448 - TEN31 Marketing LLC

04: 23-276 - BHA Walnut Woods Solar Project Grant	06/09/2023	100,000.00
04: Marketing Services for Go Bloomington April 2023	06/09/2023	5,852.50
Account 53960 - Grants Totals	Invoice 2	<u>\$105,852.50</u>
Program 040000 - Main Totals	Invoice 2	<u>\$105,852.50</u>
Department 04 - Economic & Sustainable Dev Totals	Invoice 2	<u>\$105,852.50</u>

Department 19 - Facilities Maintenance

Program **190000 - Main**
 Account **53990 - Other Services and Charges**

421 - Centerstone Of Indiana, INC

02-Brighten B-Town Program - April 2023	BC 2023-001	06/09/2023	20,578.20
Account 53990 - Other Services and Charges Totals	Invoice 1		<u>\$20,578.20</u>
Program 190000 - Main Totals	Invoice 1		<u>\$20,578.20</u>
Department 19 - Facilities Maintenance Totals	Invoice 1		<u>\$20,578.20</u>
Fund 153 - LIT – Economic Development Totals	Invoice 3		<u>\$126,430.70</u>

Fund 176 - ARPA Local Fiscal Recvry (S9512)

Department **04 - Economic & Sustainable Dev**
 Program **G21005 - ARPA COVID Local Fiscal Recovery**
 Account **53960 - Grants**



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203 - INDIANA UNIVERSITY	04-IU Bloomington Arts & Humanities Council Grant	06/09/2023	7,500.00
8530 - Elise Adele Putnam	04-COB Arts Storefront Initiative Duties-4/21-5/24/23	06/09/2023	600.00
	Account 53960 - Grants Totals	Invoice 2	<u>\$8,100.00</u>
	Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice 2	<u>\$8,100.00</u>
	Department 04 - Economic & Sustainable Dev Totals	Invoice 2	<u>\$8,100.00</u>
Department 20 - Street			
Program G21005 - ARPA COVID Local Fiscal Recovery			
Account 52420 - Other Supplies			
786 - Richard's Small Engine, INC	20-Battery 56V Headgetrimmer for tree crew	06/09/2023	249.99
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$249.99</u>
	Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice 1	<u>\$249.99</u>
	Department 20 - Street Totals	Invoice 1	<u>\$249.99</u>
	Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals	Invoice 3	<u>\$8,349.99</u>
Fund 401 - Non-Reverting Telecom (S1146)			
Department 25 - Telecommunications			
Program 256000 - Services			
Account 53150 - Communications Contract			
4170 - Comcast Cable Communications, INC	25 - Comcast Internet - 401 N Morton June 2023	05/31/2023	213.40
4170 - Comcast Cable Communications, INC	28 - 3550 N. Kinser Cascades Clubhouse-5/27-6/26/23	05/31/2023	110.35
4170 - Comcast Cable Communications, INC	25 - Internet - 627 N Morton - 5/17-6/16/2023	05/31/2023	188.45
	Account 53150 - Communications Contract Totals	Invoice 3	<u>\$512.20</u>
	Program 256000 - Services Totals	Invoice 3	<u>\$512.20</u>
	Department 25 - Telecommunications Totals	Invoice 3	<u>\$512.20</u>
	Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 3	<u>\$512.20</u>
Fund 405 - Non-Reverting Improve I(S0113)			
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53120 - Special Legal Services			
608 - Krieg Devault, LLP	10-legal services Governmental Affairs April 2023	06/09/2023	2,500.00
	Account 53120 - Special Legal Services Totals	Invoice 1	<u>\$2,500.00</u>



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Program 060000 - Main Totals	Invoice 1	\$2,500.00
Department 06 - Controller's Office Totals	Invoice 1	\$2,500.00
Fund 405 - Non-Reverting Improve I(S0113) Totals	Invoice 1	\$2,500.00
Fund 450 - Local Road and Street(S0706)		
Department 20 - Street		
Program 200000 - Main		
Account 53520 - Street Lights / Traffic Signals		
223 - Duke Energy	02-Rogers Rd Sidepath-elec chgs 4/18-5/16/23	9.31
	BC 2019-99 05/31/2023	
Account 53520 - Street Lights / Traffic Signals Totals	Invoice 1	\$9.31
Program 200000 - Main Totals	Invoice 1	\$9.31
Department 20 - Street Totals	Invoice 1	\$9.31
Fund 450 - Local Road and Street(S0706) Totals	Invoice 1	\$9.31
Fund 451 - Motor Vehicle Highway(S0708)		
Department 20 - Street		
Program 200000 - Main		
Account 52210 - Institutional Supplies		
313 - Fastenal Company	20-Safety Supplies for Crews (gloves, glasses, ear plugs)	204.34
	06/09/2023	
Account 52210 - Institutional Supplies Totals	Invoice 1	\$204.34
Account 52240 - Fuel and Oil		
6001 - Bernath, LLC (Sealmaster)	20-Fuel for crack sealing machine rental	140.00
	06/09/2023	
Account 52240 - Fuel and Oil Totals	Invoice 1	\$140.00
Account 52340 - Other Repairs and Maintenance		
4186 - Carrier & Gable, INC	20-Wire 3 for Ped Head Control Unit Traffic Signals	270.00
	06/09/2023	
4186 - Carrier & Gable, INC	20-12" LED 5 Section heads for traffic signals	6,669.00
	06/09/2023	
Account 52340 - Other Repairs and Maintenance Totals	Invoice 2	\$6,939.00
Account 52420 - Other Supplies		
409 - Black Lumber Co. INC	20-2800 sqft rapid grass for 313 N Johnson	39.97
	06/09/2023	
409 - Black Lumber Co. INC	20-paint, extension handle, roller cover	71.28
	06/09/2023	
8658 - Kleindorfer's Hardware LLC	20-Measuring wheel, gojo hand cleanup	115.87
	06/09/2023	



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786 - Richard's Small Engine, INC	20-Mulching kit for Faris mower	06/09/2023	309.00
	Account 52420 - Other Supplies Totals	Invoice 4	<u>\$536.12</u>
Account 53210 - Telephone			
1079 - AT&T	28-CH/off site fac-long distance chgs 05/09/2023-BAN #849494015	05/31/2023	5.09
	Account 53210 - Telephone Totals	Invoice 1	<u>\$5.09</u>
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/17/23	06/09/2023	7.67
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-5/17/23	06/09/2023	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/24/23	06/09/2023	7.67
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-5/24/23	06/09/2023	34.28
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4	<u>\$83.90</u>
Account 53990 - Other Services and Charges			
18269 - Affordable Fence, INC	20-Repair fence @ Ramble Rd W due to accident	06/09/2023	1,050.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-Monthly removal saltwater tank debris 05/11/23	06/09/2023	200.00
	Account 53990 - Other Services and Charges Totals	Invoice 2	<u>\$1,250.00</u>
	Program 200000 - Main Totals	Invoice 15	<u>\$9,158.45</u>
	Department 20 - Street Totals	Invoice 15	<u>\$9,158.45</u>
	Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 15	<u>\$9,158.45</u>
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 52310 - Building Materials and Supplies			
8658 - Kleindorfer's Hardware LLC	26-Master lock, AC elevator	06/09/2023	6.29
8658 - Kleindorfer's Hardware LLC	26-Garages-spray paint, gloves, 12 qt bucket	06/09/2023	27.47
8658 - Kleindorfer's Hardware LLC	26-Garages-nitrile gloves, stick ups, glade spray	06/09/2023	26.57
	Account 52310 - Building Materials and Supplies Totals	Invoice 3	<u>\$60.33</u>
Account 53210 - Telephone			



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1079 - AT&T	28-CH/off site fac-long distance chgs 05/09/2023-BAN #849494015		05/31/2023	3.38
	Account 53210 - Telephone Totals	Invoice 1		<u>\$3.38</u>
Account 53610 - Building Repairs				
32 - Cassidy Electrical Contractors, INC	26-SA EV Disconnect from Breaker Panel-Walnut St Garage	BC 2022-090	06/09/2023	170.77
6197 - CE Solutions, INC	26-Visual Inspection of Walnut & Morton Garages	BC 2022-132	06/09/2023	7,500.00
321 - Harrell Fish, INC (HFI)	26-SA-4th St Ga-Pulled sediment catch out of the floor drain	BC 2022-116	06/09/2023	785.00
321 - Harrell Fish, INC (HFI)	26-SA-4th St Ga- Checked condensation/cleaned mini split filters	BC 2022-115	06/09/2023	1,085.59
321 - Harrell Fish, INC (HFI)	26-SA-4th St Garage-Rewired sensor wires and sealed ends	BC 2022-115	06/09/2023	552.46
7918 - R & L Restoration LLC (Servpro)	26-Restoration of Office and Water Heater at Parking Services		06/09/2023	4,288.12
	Account 53610 - Building Repairs Totals	Invoice 6		<u>\$14,381.94</u>
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage - July 2023 garage rent		06/09/2023	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-July 2023 garage rent		06/09/2023	38,035.85
	Account 53840 - Lease Payments Totals	Invoice 2		<u>\$55,860.64</u>
	Program 260000 - Main Totals	Invoice 12		<u>\$70,306.29</u>
	Department 26 - Parking Totals	Invoice 12		<u>\$70,306.29</u>
	Fund 452 - Parking Facilities(S9502) Totals	Invoice 12		<u>\$70,306.29</u>
Fund 454 - Alternative Transport(S6301)				
Department 07 - Engineering				
Program 070000 - Main				
Account 53110 - Engineering and Architectural				
7059 - Eagle Ridge Civil Engineering Services, LLC	07-Misc. Neighborhood Greenways-5/12/23	BC 2022-135	06/09/2023	8,401.24
	Account 53110 - Engineering and Architectural Totals	Invoice 1		<u>\$8,401.24</u>
	Program 070000 - Main Totals	Invoice 1		<u>\$8,401.24</u>
	Department 07 - Engineering Totals	Invoice 1		<u>\$8,401.24</u>
	Fund 454 - Alternative Transport(S6301) Totals	Invoice 1		<u>\$8,401.24</u>
Fund 455 - Parking Meter Fund(S2141)				
Department 09 - CFRD				



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Program 090000 - Main

Account 53960 - Grants

1618 - Beacon,INC (Shalom)	09-Downtown Outreach Grant 2023-Beacon, INC.- Payment 2	06/09/2023	10,000.00
421 - Centerstone Of Indiana, INC	09-2023 Downtown Outreach Grant-2nd Installment	06/09/2023	14,000.00
7528 - HealthNet INC	09-2023 Downtown Outreach Grant-2nd Installment	06/09/2023	10,000.00
5675 - Indiana Recovery Alliance	09-2023 Downtown Outreach Grant-2nd Installment	06/09/2023	6,250.00
	Account 53960 - Grants Totals	Invoice 4	<u>\$40,250.00</u>
	Program 090000 - Main Totals	Invoice 4	<u>\$40,250.00</u>
	Department 09 - CFRD Totals	Invoice 4	<u>\$40,250.00</u>

Department 26 - Parking

Program 260000 - Main

Account 52420 - Other Supplies

8658 - Kleindorfer's Hardware LLC	26-shop towels, degreaser for vehicles	06/09/2023	16.56
8658 - Kleindorfer's Hardware LLC	26-hammer & S crew driver for parking officer	06/09/2023	21.58
	Account 52420 - Other Supplies Totals	Invoice 2	<u>\$38.14</u>

Account 53310 - Printing

8002 - Safeguard Business Systems, INC	26-envelopes for parking mailings (10,000)	06/09/2023	1,005.61
	Account 53310 - Printing Totals	Invoice 1	<u>\$1,005.61</u>

Account 53990 - Other Services and Charges

580 - Express Services, INC	26-TPT-Scooter Enforcement-2 for 5/21/23	BC 2023-023	06/09/2023	809.57
	Account 53990 - Other Services and Charges Totals	Invoice 1		<u>\$809.57</u>
	Program 260000 - Main Totals	Invoice 4		<u>\$1,853.32</u>
	Department 26 - Parking Totals	Invoice 4		<u>\$1,853.32</u>
	Fund 455 - Parking Meter Fund(S2141) Totals	Invoice 8		<u>\$42,103.32</u>

Fund 456 - MVH Restricted

Department 20 - Street

Program 200000 - Main

Account 52330 - Street, Alley, and Sewer Material

5149 - E&B Paving, INC	20-Asphalt for Paving & Patching-5/3-5/8/23	BC 2023-009A	06/09/2023	12,286.75
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5149 - E&B Paving, INC	20-Asphalt for Paving, Grandview PPU Inter 331.8 ton	BC 2023-009A	06/09/2023	19,742.10	
Account 52330 - Street, Alley, and Sewer Material Totals				Invoice 2	\$32,028.85
Program 200000 - Main Totals				Invoice 2	\$32,028.85
Department 20 - Street Totals				Invoice 2	\$32,028.85
Fund 456 - MVH Restricted Totals				Invoice 2	\$32,028.85
Fund 600 - Cumulative Cap Imprv(CIG)(S2379)					
Department 02 - Public Works					
Program 020000 - Main					
Account 52330 - Street, Alley, and Sewer Material					
11243 - Core & Main, LP	20-ADA straight plates for ramps		06/09/2023	2,581.50	
5149 - E&B Paving, INC	20-Asphalt for patching-4th Street-5/1/23	BC 2023-009A	06/09/2023	187.43	
5149 - E&B Paving, INC	20-Asphalt for Paving & Patching-5/3-5/8/23	BC 2023-009A	06/09/2023	373.07	
334 - Irving Materials, INC	20-Concrete Materials class A stone-116 S. Franklin	BC 2023-008	06/09/2023	884.00	
334 - Irving Materials, INC	20-Concrete Materials class A stone-W. Tapp Road	BC 2023-008	06/09/2023	596.00	
334 - Irving Materials, INC	20-Concrete Materials class A stone-W. Tapp & Adams	BC 2023-008	06/09/2023	1,028.00	
Account 52330 - Street, Alley, and Sewer Material Totals				Invoice 6	\$5,650.00
Program 020000 - Main Totals				Invoice 6	\$5,650.00
Department 02 - Public Works Totals				Invoice 6	\$5,650.00
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals				Invoice 6	\$5,650.00
Fund 601 - Cumulative Capital Devlp(S2391)					
Department 07 - Engineering					
Program 070000 - Main					
Account 54310 - Improvements Other Than Building					
10 - Bledsoe Riggert Cooper & James INC	07-Moores/SE Trail (PE) assessment/preliminary design-final	BC 2022-137	06/09/2023	840.00	
10 - Bledsoe Riggert Cooper & James INC	07-Moores/SE Trail (PE) design lump sum fee 2%	BC 2022-137	06/09/2023	301.20	
Account 54310 - Improvements Other Than Building Totals				Invoice 2	\$1,141.20
Program 070000 - Main Totals				Invoice 2	\$1,141.20
Department 07 - Engineering Totals				Invoice 2	\$1,141.20



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Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice 2	\$1,141.20
Fund 730 - Solid Waste (S6401)			
Department 16 - Sanitation			
Program 160000 - Main			
Account 53210 - Telephone			
1079 - AT&T			
	28-CH/off site fac-long distance chgs 05/09/2023-BAN #849494015	05/31/2023	7.75
	Account 53210 - Telephone Totals	Invoice 1	\$7.75
Account 53610 - Building Repairs			
321 - Harrell Fish, INC (HFI)			
	16 - SA - Tested BFP on 3-1-23 and failed. Device was BC 2022-116 repaired.	06/09/2023	775.28
	Account 53610 - Building Repairs Totals	Invoice 1	\$775.28
Account 53640 - Hardware and Software Maintenance			
7146 - Routeware, INC			
	26-SA-Rewired sensor wires and sealed ends	06/09/2023	1,500.00
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1	\$1,500.00
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC			
	16-uniform rental (minus payroll ded)-5/10/23	06/09/2023	6.82
19171 - Aramark Uniform & Career Apparel Group, INC			
	16-mat/towel service-5/10/23	06/09/2023	23.26
19171 - Aramark Uniform & Career Apparel Group, INC			
	16-uniform rental (minus payroll ded)-5/17/23	06/09/2023	6.82
19171 - Aramark Uniform & Career Apparel Group, INC			
	16-mat/towel service-5/17/23	06/09/2023	23.26
19171 - Aramark Uniform & Career Apparel Group, INC			
	16-uniform rental (minus payroll ded)-5/24/23	06/09/2023	6.82
19171 - Aramark Uniform & Career Apparel Group, INC			
	16-mat/towel service-5/24/23	06/09/2023	23.26
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 6	\$90.24
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140			
	16-Landfill Recycle 5/1/23-5/15/23	06/09/2023	2,727.69
52226 - Hoosier Transfer Station-3140			
	16-Landfill Trash 5/1/23-5/15/23	06/09/2023	17,304.37
	Account 53950 - Landfill Totals	Invoice 2	\$20,032.06
	Program 160000 - Main Totals	Invoice 11	\$22,405.33
	Department 16 - Sanitation Totals	Invoice 11	\$22,405.33



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Fund 730 - Solid Waste (S6401) Totals		Invoice 11	\$22,405.33
Fund 800 - Risk Management(S0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 52430 - Uniforms and Tools			
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	10-safety shoes T. Eads, J. Hall, P Kehrberg, S. Runyon D. Wal	06/09/2023	500.00
8418 - Chaney's, INC (Chaney's Fashions and Shoes)	10-safety shoes J. Deckard	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes- K. Litzer 8 M-5/1/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Eller 10.5 D-5/2/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-C. Konnerman 11 D-5/2/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Riney 6.5 M-5/2/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-A. Johnson 10.5 M-5/2/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes- D. Douglas 12 W-5/2/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes- J. Mitchner 12 W-5/6/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-S. Blake 9.5 D-5/6/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-P. Oakley 8 M-5/6/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes- J. Wathen 13 W-5/8/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-C. Eagan 9.5 M-5/8/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes- A. Burnett 9 M-5/9/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Wallock 9 M-5/10/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes- R. Flake 11.5 M-5/10/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes- K. Scholfield 6 M-5/10/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Jacobs 9 D-5/11/23	06/09/2023	100.00



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8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-S. Henson 10 D-5/11/23	06/09/2023	76.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Myers 11.5 D-5/12/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes- D. Akers 12 M-5/12/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Brewer 10 B-5/12/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-G. May 10.5 M-5/12/23	06/09/2023	90.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-P. Lagenour 10.5 M-5/12/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-G. Dobbs 10 D-5/12/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-R. Jackson 12 M-5/13/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-T. Axsom 11 D-5/15/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-C. Malicoat 12 M-5/15/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Dunn 9.5 D-5/15/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Elkins 12 D-5/15/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes- M. Courter 8.5 D-5/15/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-C. Abbott 11 D-5/15/23	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-boots uniforms G. Towell 12 EE	06/09/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-boots uniforms P. Edwards	06/09/2023	100.00
1548 - Safety Shoe Distributors, INC	10-safety shoes-several employees-4/26/23	06/09/2023	2,455.97
	Account 52430 - Uniforms and Tools Totals	Invoice 35	<u>\$6,222.47</u>
Account 53130 - Medical			
6091 - Frank L Corns	10-reimb for CDL physical-5/12/23	06/09/2023	100.00
5918 - Ryan W Hillenburg	10-reimb for CDL physical-5/5/23	06/09/2023	100.00
	Account 53130 - Medical Totals	Invoice 2	<u>\$200.00</u>



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Account 53420 - Worker's Comp & Risk

7792 - ONB Benefit Administration LLC (JWF Specialty)	10-Workers Comp Payment (04.20.23-05.03.2023	05/30/2023	6,615.07
7792 - ONB Benefit Administration LLC (JWF Specialty)	10-Workers Comp Payment 05.11.23-05.17.23	05/30/2023	18,667.45
7792 - ONB Benefit Administration LLC (JWF Specialty)	10-Workers Comp Payment 05.04.2023-05.10.2023	05/30/2023	263.20
7792 - ONB Benefit Administration LLC (JWF Specialty)	10 Workers Comp Payment 05.18.23-05.24.23	06/09/2023	1,000.00
Account 53420 - Worker's Comp & Risk Totals		Invoice 4	<u>\$26,545.72</u>
Program 100000 - Main Totals		Invoice 41	<u>\$32,968.19</u>
Department 10 - Legal Totals		Invoice 41	<u>\$32,968.19</u>
Fund 800 - Risk Management(S0203) Totals		Invoice 41	<u>\$32,968.19</u>

Fund 801 - Health Insurance Trust

Department 12 - Human Resources

Program 120000 - Main

Account 53990 - Other Services and Charges

17785 - The Howard E. Nyhart Company, INC	12 - Nyhart Admin Fee (FSA, HSA, Wellness) May 2023	06/09/2023	1,207.45
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$1,207.45</u>
Program 120000 - Main Totals		Invoice 1	<u>\$1,207.45</u>
Department 12 - Human Resources Totals		Invoice 1	<u>\$1,207.45</u>
Fund 801 - Health Insurance Trust Totals		Invoice 1	<u>\$1,207.45</u>

Fund 802 - Fleet Maintenance(S9500)

Department 17 - Fleet Maintenance

Program 170000 - Main

Account 52240 - Fuel and Oil

613 - Hoosier Penn Oil Company, INC	17 - gal of 5w20 and HP tractor Hydraulic oil	06/09/2023	3,070.42
612 - Petroleum Traders Corporation	17 - unleaded fuel (8,005 gallons)- 5/9/2023	BC 2022-109C 06/09/2023	27,355.81
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - diesel fuel (7,287 gallons)- 5/12/23	BC 2022-109D 06/09/2023	24,931.01
Account 52240 - Fuel and Oil Totals		Invoice 3	<u>\$55,357.24</u>

Account 52320 - Motor Vehicle Repair

4150 - Alexander's LLC	17 - Grease seal double LIP spring loaded 2.25	06/09/2023	24.00
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4150 - Alexander's LLC	17 - Pintle Ring 3" ID 7 ton 2-bolt-new Street trailer	06/09/2023	65.00
4150 - Alexander's LLC	17 - Bearings	06/09/2023	104.00
4150 - Alexander's LLC	17 - 10,000lbs Bulldog Jack	06/09/2023	250.00
244 - Bloomington Ford, INC	17 - RTDKey Key	06/09/2023	8.00
244 - Bloomington Ford, INC	17 -Electronic module and remote control system for 1221	06/09/2023	258.75
244 - Bloomington Ford, INC	17 - Reservoir assembly for 635	06/09/2023	380.00
941 - Central Indiana Truck Equipment Corporation	17 - upper to shaft for 963	06/09/2023	300.75
5792 - Clark Truck Equipment Co., INC	17 - #4221 feed jack assy	06/09/2023	309.00
51827 - Fire Service, INC	17 - 10 ea Tire valve LED indicator and valve extensions	06/09/2023	861.30
455 - Industrial Service & Supply, INC	17 - Straight ORB Connector and JIC-NPTF Adapter Union for 441	06/09/2023	10.58
455 - Industrial Service & Supply, INC	17 - Steel bushing 2.5 OD 2 ID	06/09/2023	104.54
796 - Interstate Battery System of Bloomington, INC	17 - batteries for City vehicles - 4/13/23	06/09/2023	802.76
796 - Interstate Battery System of Bloomington, INC	17 - SP-35 battery for stock	06/09/2023	45.95
796 - Interstate Battery System of Bloomington, INC	17-Credit for returned SP-35 battery, bought MT-26R pd diff.	06/09/2023	72.00
796 - Interstate Battery System of Bloomington, INC	17 - batteries for City vehicles - 5/5/2023	06/09/2023	589.47
796 - Interstate Battery System of Bloomington, INC	17 - batteries for City vehicles - 5/11/2023	06/09/2023	599.04
796 - Interstate Battery System of Bloomington, INC	17 - batteries for City vehicles - 5/23/2023	06/09/2023	700.74
796 - Interstate Battery System of Bloomington, INC	17 - batteries for City vehicles - 4/10/2023	06/09/2023	782.60
11672 - Jack Doheny Companies, INC	17 - Wiper arm & 24in wiper blade	06/09/2023	223.67
53385 - O'Reilly Automotive Stores, INC	17 - Valve cover set & Vacuum pump gasket	06/09/2023	119.23
53385 - O'Reilly Automotive Stores, INC	17 - Flex pipe for 404	06/09/2023	71.00



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53385 - O'Reilly Automotive Stores, INC	17 - Window Regulator assembly for 831	06/09/2023	59.00
53385 - O'Reilly Automotive Stores, INC	17 - A/T seal for 291	06/09/2023	26.74
53385 - O'Reilly Automotive Stores, INC	17 - Cabin filter for 293	06/09/2023	18.48
53385 - O'Reilly Automotive Stores, INC	17 - oil filter	06/09/2023	11.66
53385 - O'Reilly Automotive Stores, INC	17 - Hook&Loop for shop	06/09/2023	2.99
4608 - Reliable Transmission Service-Midwest, INC	17 - 441 recalbrate ECU	06/09/2023	1,438.57
4547 - Riddle Tractor Sales (Lawrence County Equip.)	17 - Unit 760 mat, clip kit	06/09/2023	236.49
4547 - Riddle Tractor Sales (Lawrence County Equip.)	17 - Unit 755 rivet	06/09/2023	37.90
582 - Town & Country Chrysler Dodge Jeep, INC	17 - intake manifold seal & PCV seal for 1206	06/09/2023	175.00
582 - Town & Country Chrysler Dodge Jeep, INC	17 - credit for Power Steering from invoice 5072941	06/09/2023	(50.00)
582 - Town & Country Chrysler Dodge Jeep, INC	17 - Rear view camera	06/09/2023	288.15
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - Air Filter package for 741	06/09/2023	21.82
7555 - VoMac Truck Sales & Service INC	17 - 2 springs, 4 ea u-bolts&kit-bush,8 ea washers & hezagon nut	06/09/2023	2,385.70
7555 - VoMac Truck Sales & Service INC	17 - sealant, washers, nut, cap, scotseals, bk rep kit for 957	06/09/2023	831.80
7555 - VoMac Truck Sales & Service INC	17 - Window Regulator for 958	06/09/2023	309.75
2096 - West Side Tractor Sales CO.	17 - Pin & bolt & Nut for 625	06/09/2023	311.70
2096 - West Side Tractor Sales CO.	17 - (2) Filter Elements and Air Filter	06/09/2023	150.99
	Account 52320 - Motor Vehicle Repair Totals	Invoice 39	<u>\$12,939.12</u>
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17 - chargers and phone cases for Fleet	06/09/2023	137.01
409 - Black Lumber Co. INC	17 - 3x10 pvc pipe and 3" rubber cap for 404	06/09/2023	37.98
4046 - Heritage-Crystal Clean, INC	17 - parts washer solvent for shop	06/09/2023	357.96



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177 - Indiana Oxygen Company, INC	17 - 2-insulated male twist lock connector, 50-welding cable	06/09/2023	262.69
177 - Indiana Oxygen Company, INC	17 - Different gases and Oxygen for torch welder and etc	06/09/2023	279.90
8181 - Lawson Products, INC	17 - various nuts, washers, drill bits, screws and other	06/09/2023	1,284.34
6216 - Terminal Supply, INC	17 - Shop supplies - Tyco Relay 70 amp	06/09/2023	36.96
6216 - Terminal Supply, INC	17 - (4) Illuminated Toggle switches, (5) Brass 45 degree male el	06/09/2023	169.95
Account 52420 - Other Supplies Totals		Invoice 8	<u>\$2,566.79</u>
Account 52430 - Uniforms and Tools			
5918 - Ryan W Hillenburg	17 - tool check 2023-full payment	06/09/2023	1,000.00
8727 - Daniel Jones	17 - tool check-partial payment	06/09/2023	993.38
8726 - Reece Jones	17 - tool check 2023-full payment	06/09/2023	1,000.00
5183 - Frank L Robinson	17 - tool check 2023-full payment	06/09/2023	1,000.00
4861 - Bradley C Rushton	17 - tool check 2023-full payment	06/09/2023	1,000.00
5383 - Michael Glenn Sciscoe	17 - tool check 2023-full payment	06/09/2023	1,000.00
1072 - Keith L Sharp	17 - tool check-partial payment	06/09/2023	90.02
4878 - James M Smith	17 - tool check 2023-full payment	06/09/2023	1,000.00
Account 52430 - Uniforms and Tools Totals		Invoice 8	<u>\$7,083.40</u>
Account 53210 - Telephone			
1079 - AT&T	28-CH/off site fac-long distance chgs 05/09/2023-BAN #849494015	05/31/2023	5.96
Account 53210 - Telephone Totals		Invoice 1	<u>\$5.96</u>
Account 53610 - Building Repairs			
32 - Cassidy Electrical Contractors, INC	17 - SA - Replaced ceiling fans and exhaust fan	BC 2022-090 06/09/2023	787.96
Account 53610 - Building Repairs Totals		Invoice 1	<u>\$787.96</u>
Account 53620 - Motor Repairs			
4336 - American Eagle Auto Glass of Terre Haute, INC	17 -window replacement-stock/unit 831	06/09/2023	244.53



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		Account 53620 - Motor Repairs Totals	Invoice 1	\$244.53
Account 53640 - Hardware and Software Maintenance				
7455 - TriTech Software Systems	17- Custom Reports, Parts Inventory, Costs-Fleet-5/7-5/13/23	BC 2023-005	06/09/2023	540.00
		Account 53640 - Hardware and Software Maintenance Totals	Invoice 1	\$540.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Mats and Towels rental - 4/12/23		06/09/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - city portion of uniform rentals - 4/12/2023		06/09/2023	58.20
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 4/19/2023		06/09/2023	19.66
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Mat & towel rentals - 4/26/2023		06/09/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - city portion of uniform rentals for 4/26/2023		06/09/2023	48.83
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Mat rentals - 5/3/2023		06/09/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 5/3/2023		06/09/2023	19.83
		Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 7	\$378.60
Account 53990 - Other Services and Charges				
6891 - Gatehouse Media Indiana Holdings	17 - legal ad for surplus auction-order #8601340		06/09/2023	45.90
		Account 53990 - Other Services and Charges Totals	Invoice 1	\$45.90
		Program 170000 - Main Totals	Invoice 70	\$79,949.50
		Department 17 - Fleet Maintenance Totals	Invoice 70	\$79,949.50
		Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice 70	\$79,949.50
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City URM		05/30/2023	99.99
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		05/30/2023	36.26
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		05/30/2023	158.25



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17785 - The Howard E. Nyhart Company, INC	12-City URM	05/30/2023	50.88
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 4	<u>\$345.38</u>
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City		..	
17785 - The Howard E. Nyhart Company, INC	12-City DDC	05/30/2023	113.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals		Invoice 1	<u>\$113.00</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util		..	
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/30/2023	28.90
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/30/2023	24.99
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 2	<u>\$53.89</u>
Program 120000 - Main Totals		Invoice 7	<u>\$512.27</u>
Department 12 - Human Resources Totals		Invoice 7	<u>\$512.27</u>
Fund 804 - Insurance Voluntary Trust Totals		Invoice 7	<u>\$512.27</u>
Grand Totals		Invoice 284	<u><u>\$586,458.03</u></u>

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
06/09/23	Claims				\$586,458.03

\$586,458.03

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 \$586,458.03

Dated this 6th day of June year of 2023

 Kyla Cox Deckard, President

 Elizabeth Karon, Vice President

 Jennifer Lloyd, 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 _____