

Board of Public Works Meeting

March 12, 2024



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
March 12, 2024

A Regular Meeting of the Board of Public Work will be held Tuesday, **March 12, 2024 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/86967086912?pwd=zfAZEYcZQpXeywTUVushYAaHrdLHVc.1>

Meeting ID: 869 6708 6912 Passcode: 635688

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTRANCES

III. CONSENT AGENDA

1. Approval of Minutes; December 19, 2023
2. Approval of Minutes; January 02, 2024
3. Approval of Minutes; January 16, 2024
4. Approval of Minutes; January 30, 2024
5. Approval of Minutes; February 13, 2024
6. Approval of Minutes; February 27, 2024
7. Resolution 2024-010 Declaration of BPD Surplus for Recycling
8. Supplement #1 to Construction Inspection Contract with Crossroad Engineers, PC for the B-Line Extension Project
9. Outdoor Lighting Service Agreement with Duke Energy for Constitution Way and Liberty Drive.
10. Outdoor Lighting Service Agreement with Duke Energy for W. 3rd St. between Landmark and Franklin
11. Outdoor Lighting Service Agreement with Duke Energy for Sare Rd. and E. Cathcart Street
12. Outdoor Lighting Service Agreement with Duke Energy for the Hawthorne & Weatherstone Neighborhood Greenway Project
13. Approval of Payroll

IV. NEW BUSINESS

1. Contract with Fire Service, Inc. for Purchase of Aerial Apparatus
2. Contract with Action Target for BPD Range Renovation
3. Memorandum of Understanding between Monroe County and COB for the Monroe County Karst Farm Greenway Project
4. Lane and Sidewalk Closure Request from AEG
5. Lane and Sidewalk and Bike Lane Closure Request from Ensite USA along N. Dunn Street, S. Walnut Street, S. High Street and N. Smith Road (June 01, 2024- October 11, 2024)
6. Lane Closure and Fee Waiver Request from Miller Pipeline for W. 1st Street (March 22, 2024-April 19, 2024)
7. Sidewalk and Bike Lane Closure Request from Crew Carwash on N. Pete Ellis Drive (June 24, 2024-June 28, 2024)
8. Contract with KONE, Inc. for Elevator Replacement at Morton Street Garage
9. Contract with KONE, Inc. for Elevator Replacement at Walnut Street Garage

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, December 19, 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
Jane Kupersmith

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Zac Rogers – Engineering
Jeremy Inman – Engineering
Neil Kopper – Engineering
Hank Duncan – Planning & Transportation
Roy Aten – Engineering
Alex Gray – Engineering

MESSAGES FROM BOARD MEMBERS

Kyla Cox Deckard took a moment to share her appreciation to Mayor Hamilton for his confidence in her over the past eight years serving on the Board of Public Works. She reflected that over the years, she has served with many great colleagues and that it has been a pleasure to do so. She went on to give many thanks to City staff for all of their hard work, CATS TV, B-Square, and other local media who attend and record the meetings, and members of the public who attend and make public comments.

PETITIONS & REMONSTRANCES

Sam Dove, via Zoom, commented that there were two garbage bins blocking the sidewalk on 112 1st Street. Dove stated he submitted a uReport and it was still open.

CONSENT AGENDA

1. Change Order #1 for the East 3rd Street Resurfacing from Mitchell to Eagleson Project
2. Change Order #1 for the East 3rd Street Resurfacing from Overhill to Mitchell Project
3. Change Order #1 for the West Country Club Drive Resurfacing from Walnut to Bridge Project
4. Change Order #3 for the Winslow Road Resurfacing from Walnut St. to Allendale Dr. Project
5. On-Call Geotechnical Engineering Services Contract with Patriot Engineering and Environmental, Inc.
6. Addendum 2 to Preliminary Engineering Contract with WSP USA for Neighborhood Greenway Projects
7. Amendment 2 to Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for Neighborhood Greenway Projects
8. Resolution 2023-83; Declaration of Surplus from HAND
9. Resolution 2023-84; Declaration of ITS Surplus
10. Resolution 2023-85; Declaration of Fleet Surplus
11. Resolution 2023-86; 2024 Freezefest
12. 2024 Service Agreement with Kone, Inc.
13. 2024 Service Agreement with Nature’s Way
14. 2024 Cooperative Services Agreement with Centerstone
15. Approval of Payroll

Board Comments: None

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

Zac Rogers, Engineering, presented the Contract with E & B Paving for the Morningside Greenway Project. See meeting packet for details.

Board Comments: Wason noted that this project is something residents of the neighborhood have been looking forward to. Karon asked if the residents have been notified of the closures. Rogers confirmed. Cox Deckard asked when construction would begin. Rogers was hopeful that it would be springtime. Cox Deckard asked if more than one bid had been received. Rogers confirmed. She asked if there was any reasons given why other contractors didn't bid. Rogers stated that OpenGov is used for the bids, which allows them to see how many people open the bid documents, but E&B was the only company that submitted their bid.

Karon made a motion to approve the Contract with E & B Paving for the Morningside Greenway Project. Kupersmith seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Jeremy Inman, Engineering, presented Contract with E & B Paving for the Hawthorne, Weatherstone, & Miller Drive Greenway Project. See meeting packet for details.

Board Comments: Karon asked if there was staff from the Engineering Department that could confirm the elements added to the project. Neil Kopper, Engineering, explained that the project is made up of multiple projects combined into one bid. And, because there is three separate projects combined, the cost is significantly greater than it would be if it were just purely a Greenway portion of a project. Cox Deckard asked if a brief history on each of the elements of the project could be provided. Hank Duncan, Planning and Transportation, explained the process of following a codified Traffic Calming and Greenways program policy in which there is public meetings, Commission meeting and Council deliberation. Cox Deckard asked if budgeting for this project, as it is now, is appropriated by the City Council in 2023. Kopper confirmed. Cox Deckard ask if the bid was within staff's expectation of cost. Kopper confirmed. Cox Deckard asked if other bidders had given a reason for not bidding the project. Jeremy Inman, Engineering, stated that the project was beyond their scope of work. Cox Deckard asked when construction would begin. Inman was hopeful that it would be springtime.

Public Comments: Betty Rose Nagle stated she was surprised with the two additions to the project. She said not all of Hawthorne needs improvement. She believes that the Hawthorne, Weatherstone portion of the project could use some modifications and money could be saved if the Board could postpone their decision for 60 days.

Virginia Southern stated that Hawthorne is already a greenway and it works well. She stated that there are areas that need updated, especially Hillside. She added there isn't a way to cross Hillside safely. She stated the neighborhood does not support the bump-outs or the speed bumps because they are more of a hazard to bicyclists.

Sue Tumey stated she is concerned about the costs and some of the processes for the project. She stated that there are many negative comments regarding the Hawthorne, Weatherstone portion of the project.

Eric Ost asked the Board to reject or alternatively hold the bid until the February 13th, 2024

NEW BUSINESS

**Contract with E & B Paving
for the Morningside Greenway
Project**

**Contract with E & B Paving
for the Hawthorne,
Weatherstone, & Miller Drive
Greenway Project**

meeting.

Wendy Grisht, Steve Lehman, Regina Moore, Chuck Livingston, and Dave Rollo, via Zoom, spoke against the project, suggesting it should be postponed to gather more information and re-evaluate the expense.

Neil Kopper, Engineering, responded to the public comments, saying that the project funds were appropriated by City Council, and that City Council codified the process that was followed for the project. Kopper said the funds for the project were allocated for 2023 and would revert back to the General Fund if not used by the end of the year, and added that staff recommended approving the project at the present Board meeting. Regarding safety concerns, Kopper said that he was unaware of any issues and that the planning process coordinated closely with emergency services and everything complied with state code. Regarding sanitation services, Adam Wason said they would not be adversely affected by the greenway, and added that other greenways in the city had not experienced problems.

Cox Deckard stated that the Board was not involved in the design process, and that the Board's role was to ensure the project approval process was carried out correctly. Cox Deckard asked Engineering staff if they could comment on the design elements, specifically sidewalks and intersections. Neil Kopper said that public comments influenced the design and added some elements. Kopper said that public feedback was received regarding the difficulty of crossing Hillside, and the project was altered to address that intersection. Kopper said the bump-outs at the 1st St. intersection would allow for a shorter crossing distance for pedestrians and allow pedestrians to see oncoming traffic and vice versa. Kopper said that the Atwater intersection will require work in the future and there was a planned corridor study that would address it. Kopper said speed feedback boards would be used to address speeding. Regarding sidewalks, Kopper said the Weatherstone area was in poor shape due to the adjacent street trees. The trees, Kopper said, were invasive and would need to be removed anyway and replaced with native trees. Kopper said that these types of improvements, for the sidewalks and intersections, contributed to the increased cost of the project.

Cox Deckard asked if there were plans to address the Hawthorne sidewalks in a future project. Wason said yes.

Hank Duncan, Planning & Transportation, confirmed that there was a public meeting for the E. Miller Dr. traffic calming project and there was also a hearing by the Bicycle and Pedestrian Safety Commission which unanimously approved it. Duncan described the public meeting and input process for this project, which included an on-site public meeting, advertised online and via paper mailings for all residents who lived within 350 feet of the project, an online forum for public comments, a second public meeting, a third public meeting, a second online public comment forum, and a meeting before the Bicycle and Pedestrian Safety Commission which included the opportunity for public comment.

Neil Kopper clarified for the Board that the new mayoral administration and the new City Council members would still have the chance to weigh in on the project, and no money would be spent and no final approval would be given until after they were in office. Cox Deckard asked for an estimate of when the construction would begin, and Kopper said it would not be before April.

Karon made a motion to approve the Contract with E & B Paving for the Hawthorne, Weatherstone, & Miller Drive Greenway Project. Kupersmith seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Jeremy Inman, Engineering, presented Contract with Service Solutions for the Liberty Drive

Contract with Service

Sidewalk Project. See meeting packet for details.

Board Comments: None

Karon made a motion to approve the Contract with Service Solutions for the Liberty Drive Sidewalk Project. Kupersmith seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Solutions for the Liberty Drive Sidewalk Project

Zac Rogers, Engineering, presented the Contract with E & B Paving for the East 3rd Street Bicycle Lane Improvements Project. See meeting packet for details.

Contract with E & B Paving for the East 3rd Street Bicycle Lane Improvements Project

Board Comments: Karon asked about the source of the rubber delineators. Wason responded that they were already in the city inventory and would be used for this project. Rogers said the price listed was for installation, not material.

Karon made a motion to approve the Contract with E & B Paving for the East 3rd Street Bicycle Lane Improvements Project. Kupersmith seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Roy Aten, Engineering, presented Change Orders #2-8 for the Hopewell East Project. See meeting packet for details.

Change Orders #2-8 for the Hopewell East Project

Board Comments: Kupersmith asked about the total amount of the proposed Change Orders relative to the total amount of the Hopewell project. Aten said the Change Orders amounted to less than one percent of the total Hopewell project contract.

Karon made a motion to approve Change Orders #2-8 for the Hopewell East Project. Kupersmith seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Alex Gray, Engineering, presented Lane and Sidewalk Closure Request from AEG. See meeting packet for details.

Lane and Sidewalk Closure Request from AEG

Board Comments: Cox Deckard asked about the communication issues with AEG regarding damage to residents' properties during the installations. Gray said she had been in communication with AEG and felt things were improving.

Karon made a motion to approve Lane and Sidewalk Closure Request from AEG. Kupersmith seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Alex Gray, Engineering, presented Road and Sidewalk Closure Request from Reed & Sons on E. 4th St. and S. Lincoln St. See meeting packet for details.

Road and Sidewalk Closure Request from Reed & Sons on E. 4th St. and S. Lincoln St.

Board Comments: Karon asked if all local businesses had been informed of the proposed closures. Mike of Reed & Sons said via Zoom that Weddle Bros. were the construction manager for the project and that he would confirm with them regarding the notifications. Kupersmith asked if it was necessary to close the area in front of Taste of India, and Gray clarified that it would remain open.

Karon made a motion to approve Road and Sidewalk Closure Request from Reed & Sons on E. 4th St. and S. Lincoln St. Kupersmith seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, presented Contract with Presidio Networked Solutions for Legal Door Locks. See meeting packet for details.

Contract with Presidio Networked Solutions for Legal Door Locks

Board Comments: None

Karon made a motion to approve Contract with Presidio Networked Solutions for Legal Door Locks. Kupersmith seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, presented Addendum #2 to Ann-Kriss, LLC for FS#2 Restorative Roof Coating Project. See meeting packet for details.

Addendum #2 to Ann-Kriss, LLC for FS#2 Restorative Roof Coating Project

Board Comments: None

Kupersmith made a motion to approve Addendum #2 to Ann-Kriss, LLC for FS#2 Restorative Roof Coating Project. Cox Deckard seconded. Cox Deckard took a roll call vote, Kupersmith yes, Cox Deckard yes, Karon abstained, motion is passed.

Adam Wason, Public Works, presented Contract with Groomer Construction for Downtown Alleys Renovation Project. See meeting packet for details.

Contract with Groomer Construction for Downtown Alleys Renovation Project

Board Comments: None

Karon made a motion to approve Contract with Groomer Construction for Downtown Alleys Renovation Project. Kupersmith seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, presented Agreement for Purchase and Delivery of Fuel. See meeting packet for details.

Agreement for Purchase and Delivery of Fuel

Board Comments: None

Karon made a motion to approve Agreement for Purchase and Delivery of Fuel. Kupersmith seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, presented Contract with Republic Services of Indiana, LP dba Hoosier Transfer Station for Solid Waste Disposal. See meeting packet for details.

Contract with Republic Services of Indiana, LP dba Hoosier Transfer Station for Solid Waste Disposal

Board Comments: None

Karon made a motion to approve Contract with Republic Services of Indiana, LP dba Hoosier Transfer Station for Solid Waste Disposal. Kupersmith seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, presented Contract with Sierra HVAC for Parking Services. See meeting packet for details.

Contract with Sierra HVAC for Parking Services

Board Comments: Karon asked if the contract was for the commercial spaces in the parking garage. Wason said yes.

The Board of Public Works meeting was held Tuesday, January 02, 2024 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Elizabeth Karon presiding.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

Present: Kyla Cox Deckard
Elizabeth Karon

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger - Public Works
John Hewitt – Housing & Neighborhood Development
Rebecca Davis – Housing & Neighborhood Development
Margie Rice – Legal
Colleen Newbill – Legal
Alex Gray -- Engineering

None

MESSAGES FROM BOARD MEMBERS

Adam Wason, Public Works, asked that staff reports and other business be moved after petitions and remonstrances as a way to save some time for Margie Rice. Cox Deckard agreed to move it to the first item of regular business.

PETITIONS & REMONSTRANCES

Rebecca Davis, HAND, presented Abatement at 622 N. North Street. See meeting packet for details.

TITLE VI ABATEMENT
Request for Abatement at 622 N. North Street

Board Comments: Karon asked the property owners had been contacted. Davis stated she did not have contact with the property owner, but HAND had heard from who was representing the property owner as their realtor.

Public Comment: Mr. James White, attorney, stated he represents Jessica Thompson, the property owner. White stated that the property has unauthorized inhabitants who he believes are engaging in illegal activities and also have firearms. Eviction notices for the inhabitants of the property are being prepared, but he is unable to get anyone to go to the property because of the fear of being harmed. Mr. White asked for the opportunity to get the property cleaned up and possibly sold.

Wason asked that the Board uphold the abatement for 622 N. North Street and asked Mr. White to continue the eviction process with those who are inhabiting the property. Wason stated he would be contacted before the abatement is scheduled. Hewitt asked Mr. White to please get in contact with the City’s Legal Department for coordination during the process.

Board Comments: Karon asked if the Bloomington Police Department had been dispatched to the property. Hewitt said he wasn’t aware if they have been or not.

Karon made a motion to approve the request for Abatement at 622 N. North Street. Cox Deckard seconded. Cox Decakrd took a roll call vote, all in favor, motion is passed.

Rebecca Davis, HAND, presented Abatement at 1719 W. Gray Street. See meeting packet for details.

Request for Abatement at 1719 W. Gray Street

Board Comments: None

Karon made a motion to approve request for Abatement at 1719 W. Gray Street. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

CONSENT AGENDA

1. Bonding Agreement with City of Bloomington Utilities
2. Bonding Agreement with Indiana University
3. Extension #3 for ParkMobile
4. Revised Resolution 2023-86; Freezefest
5. Request for Extended Use of Parking Spots at N. Grant and E. 6th from Red Truck Bloomington
6. Approval of Payroll

Board Comments: None

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

Cox Deckard made a motion to remove Resolution 2024-002; Confirm Appointment of Adam G. Wason as Director of Public Works to item number one under New Business. Karon seconded. Cox Deckard took a roll call vote, all in favor, motion is passed

NEW BUSINESS
Resolution 2024-002; Confirm Appointment of Adam G. Wason as Director of Public Works

Margie Rice, Legal, presented the Appointment of Adam G. Wason as Director of Public Works. See meeting packet for details.

Board Comments: Karon stated that Adam is an incredible public servant and a great director to this department and is pleased to approve this resolution. Cox Deckard seconded Karon's comments and added it's been a delight to serve alongside Mr. Wason.

Karon made a motion to approve Resolution 2024-002; Confirm Appointment of Adam G. Wason as Director of Public Works. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Alex Gray, Engineering, presented Request for Sidewalk Closure Extension on W. Allen street from F. A. Wilhelm. See meeting packet for details.

Request for Sidewalk Closure Extension on W. Allen Street from F.A. Wilhelm

Board Comments: Karon clarified that staff is supportive of the Board either tabling or denying this request, as was discussed in the work session. Gray confirmed. Wason asked if further information had been obtained from F.A. Wilhelm. Gray replied no.

Karon made a motion to deny the Sidewalk Closure Extension on W. Allen Street from F. A. Wilhelm. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Alex Gray, Engineering, presented Request for Lane and Sidewalk Closure AEG. See meeting packet for details.

Request for Lane and Sidewalk Closure from AEG

Board Comments: None

Karon made a motion to approve the Request for Lane and Sidewalk Closure from AEG. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Alex Gray, Engineering, presented Request for Lane Closure along E. 10th and S. Washington from Lineal Contracting. See meeting packet for details.

Request for Lane Closure along E. 10th and S. Washington from Lineal Contracting

Board Comments: None

Karon made a motion to approve the Request for Lane Closure along E. 10th and S. Washington from Lineal Contracting. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Alex Gray, Engineering, presented Request for Sidewalk Closure along S. Hawthorne Drive from T Mobile. See meeting packet for details.

Request for Sidewalk Closure along S. Hawthorne Drive from T Mobile

Board Comments: None

Karon made a motion to approve the Request for Sidewalk Closure along S. Hawthorne Drive from T Mobile. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

John Hewitt, Housing and Neighborhood Development, presented Resolution 2024-001; Uphold Order to Remove 410-414 S. Walnut St. See meeting packet for details.

Resolution 2024-001; Uphold Order to Remove 410-414 S. Walnut St.

Public Comments: Jason McCauley, attorney, spoke on the behalf of the owner for the property at 410-414 S. Walnut St. requesting a modification on the order to remove 414 to extend the order to February 16, 2024. McCauley stated that the owner is waiting on estimates, a demolition permit, and the gas service to be disconnected. An application hasn't been submitted for demolition for 410 and 412 S. Walnut St. It is the owner's intention to work with HAND to rehabilitate the property as early as the end of February. Owner is taking all measures to keep the property sealed and is asking for the order to remove to be modified to extend until February 28, 2024. Owner is asking that the order to remove be rescinded automatically in the event that there is an occupancy permit applied for by that date.

Board Comments: Cox Deckard asked for clarification on timelines. Colleen Newbill, City Legal, stated the January deadline is from the original order to remove. Newbill added that HAND staff is agreeable to having the 60 day deadline applied from the date the Board approves the order, so it will already encompass the February deadline the owner is requesting. However, she added that HAND does not agree with extending the deadline any further. Newbill stated the City's full recommendation is that the order to remove be applicable to all structures, with the deadline to comply as 60 days from today's order.

Karon made a motion to approve the Request for Resolution 2024-001; Uphold Order to Remove 410-414 S. Walnut St. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

None.

STAFF REPORTS AND OTHER BUSINESS

ADJOURNMENT

Cox Deckard called for adjournment at 6:08 p.m.

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Date:

Attest to:

Karon made a motion to approve Contract with Sierra HVAC for Parking Services. Kupersmith seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

**STAFF REPORTS AND
OTHER BUSINESS**

Adam Wason thanked Mayor Hamilton for allowing him to serve as Public Works Director for the past eight years. Wason thanked the Board members, April Rosenberger, and all the Public Works staff, and added that there are over 130 FTEs in Public Works with several of the positions staffed 24/7. Wason shared the Mission-Vision “mantra” statement of the department: Be good stewards of the taxpayer dollars, operate in an environment of respect, provide the highest level of public service, and do it as safely as possible.

APPROVAL OF CLAIMS

Board Comments: Kupersmith noted that there was an electric vehicle included for ESD in support of fleet electrification. Wason added that there were five electric vehicles, one for ESD, one for Public Works, two for the pool, and one for the Mayor’s Office.

Karon made a motion to approve claims in the amount of \$1,528,079.36. Kupersmith seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

ADJOURNMENT

Cox Deckard called for adjournment at 7:07 p.m.

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Date: Attest to:

The Board of Public Works meeting was held Tuesday, January 16, 2024 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

ROLL CALL

Present: Kyla Cox Deckard
Elizabeth Karon

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Rob Council – Housing & Neighborhood Development
Alex Gray – Engineering

None

MESSAGES FROM BOARD MEMBERS

None

PETITIONS & REMONSTRANCES

Rob Council, Housing & Neighborhood Development, presented Request for Abatement at 333 N. Clark Street. See meeting packet for details.

**TITLE VI ABATEMENT
Request for Abatement at 333 N. Clark Street**

Board Comments: None

Karon made a motion to approve the Request for Abatement at 333 N. Clark Street. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

- 1. Approval of Payroll

**CONSENT AGENDA
Approval of Payroll**

Board Comments: None

Karon made a motion to approve the consent agenda. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Alex Gray, Engineering, presented Lane and Sidewalk Closure Request from Steve’s Roofing & Sheet Metal on E. 19th Street. See meeting packet for details.

**NEW BUSINESS
Lane and Sidewalk Closure
Request from Steve’s Roofing & Sheet Metal on E. 19th Street**

Board Comments: Karon asked how applications are handled if they come before the Board that don’t have a schedule of work. Gray answered that permits are not issued without a definitive schedule.

Karon made a motion to approve the Lane and Sidewalk Closure Request from Steve’s Roofing & Sheet Metal on E. 19th Street. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, on the behalf of JD Boruff, presented Contract with Ann-Kriss, LLC for Engineering Department Office Remodel. See meeting packet for details.

Contract with Ann-Kriss, LLC for Engineering Department Office Remodel

Board Comments: Karon commented that, out an abundance of caution, she typically recuses from voting on Ann-Kriss, LLC agenda items because he has done work at her home. However, after conversations with City staff and the City Legal department, she now

feels comfortable with voting.

Karon made a motion to approve Contract with Ann-Kriss, LLC for the Engineering Department Office Remodel. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, presented Amendment #1 to Contract with Ann-Kris, LLC for Kitchen Renovation at FS #2. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Amendment #1 to Contract with Ann-Kriss, LLC for Kitchen Renovation at FS#2. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Wason thanked the crews that had been out in the various winter weather conditions.

Board Comments: Cox Deckard asked if this claims represented all of the claims in 2024. Wason answered that the period covered was December 23, 2023 through January 19, 2024.

Karon made a motion to approve claims in the amount of \$5,064,191.26. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Election of Officers will be postponed until there is a third member.

Cox Deckard called for adjournment at 5:42 p.m.

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Amendment #1 to Contract with Ann-Kriss, LLC for Kitchen Renovation at FS #2

STAFF REPORTS AND OTHER BUSINESS

APPROVAL OF CLAIMS

ELECTION OF OFFICERS

ADJOURNMENT

Date:

Attest to:

The Board of Public Works meeting was held Tuesday, January 30 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
James Roach

ROLL CALL

City Staff: Adam Wason – Public Works
Rebecca Davis – Housing and Neighborhood Development
Maria McCormick – Engineering
Alex Gray – Engineering
Kyle Baugh – Engineering
Jane Fleig – Utilities (via Zoom)
Aleks Pratt – Legal

Karon made a motion to appoint Kyla Cox Deckard as President, Elizabeth Karon as Vice President, and James Roach as Secretary. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

ELECTION OF OFFICERS

Cox Deckard welcomed new Board member James Roach.

**MESSAGES FROM BOARD
MEMBERS**

None.

**PETITIONS AND
REMONSTRANCES**

Rebecca Davis, HAND, presented Request for Abatement at 304 N. Hopewell St. See meeting packet for details.

**TITLE VI ABATEMENT
Request for Abatement at 304
N. Hopewell St.**

Board Comments: Karon asked if there was a previous continuous abatement at this property that expired in November 2023. Davis said yes. Karon asked if there was communication with the owner since the previous abatement expired. Davis said there was no direct communication.

Karon made a motion to approve Request for Abatement at 304 N. Hopewell St. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

CONSENT AGENDA

1. Cummins, Inc. 2024 Service Agreement
2. Evens Time 2024 Service Agreement
3. Parker Technology 2024 Service Agreement
4. Contract with CE Solutions for on-call Services at Garages
5. Approval of Payroll

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

NEW BUSINESS

Public Improvements Bond for Beacon at 1201 W. 3rd Street; Weddle Park Plat

Maria McCormick, Engineering, presented Public Improvements Bond for Beacon at 1201 W. 3rd Street; Weddle Park Plat. See Meeting Packet for details.

Board Comments: None

Karon made a motion to approve Public Improvements Bond for Beacon at 1201 W. 3rd Street; Weddle Park Plat. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Maria McCormick, Engineering, presented Resolution 2024-06; Right-of-Way Encroachment Request from Bloomingthai at 405 E. 4th St. See Meeting Packet for details.

Resolution 2024-06; Right-of-Way Encroachment Request from Bloomingthai at 405 E. 4th St.

Board Comments: None

Karon made a motion to approve Resolution 2024-06; Right-of-Way Encroachment Request from Bloomingthai at 405 E. 4th St. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Maria McCormick, Engineering, presented Resolution 2024-07; Right-of-Way Encroachment Request from Realto Apartments at 2851 E. Longview Ave. See Meeting Packet for details.

Resolution 2024-07; Right-of-Way Encroachment Request from Realto Apartments at 2851 E. Longview Ave.

Board Comments: Karon asked about the updated Resolution that was received by the Board earlier that day. McCormick said it was due to typos and correcting the name of the owner. Cox Deckard asked for clarification about the owner. McCormick said it was Bloomington SPCW JV, LLC.

Karon made a motion to approve Resolution 2024-07; Right-of-Way Encroachment Request from Bloomington SPCW JV, LLC at 2851 E. Longview Ave. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Alex Gray, Engineering, presented Lane, Sidewalk and Bike Lane Closure Request from Goodman Construction, Inc., at 2038 N. Walnut St. See Meeting Packet for details.

Lane, Sidewalk and Bike Lane Closure Request from Goodman Construction, Inc., at 2038 N. Walnut St.

Board Comments: Karon asked about the intersection and the accessibility of the Hampton Inn drive. Gray said that the area indicated on the map was for the total footprint of the project, but the closure would not affect the entire area at one time. Gray added that the contractors would work from south to north and only close needed areas as they progress. Nick Algood, Goodman Construction, said they would coordinate with Hampton Inn and the sidewalk on the east side of the street would remain open for pedestrian traffic. Cox Deckard asked if the crosswalk at the Hampton Inn entrance would be used for the detour. Algood said yes. Adam Wason, Public Works, added that the crosswalk to the south near Verve would be open, and it was not indicated on the map. Cox Deckard asked about bike traffic routing. Gray and Wason said that bike traffic would join vehicle traffic for the stretch of the closure, or they could use the mixed use trail available at Millers-Showers Park.

Karon made a motion to approve Lane, Sidewalk and Bike Lane Closure Request from Goodman Construction, Inc., at 2038 N. Walnut St. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Kyle Baugh, Engineering, presented Lane, Sidewalk, Alley and Road Closure Request from Milestone Contractors for the Clear Creek Tunnel Project. See Meeting Packet for details. Wason said that this is the final phase of a lengthy and significant project intended to address flooding in the downtown area. Wason acknowledged it was a disruptive project but also a necessary one, and there had been collaboration between IU, local businesses, contractors, and City agencies to ensure the work would be completed quickly and safely.

Lane, Sidewalk, Alley and Road Closure Request from Milestone Contractors for the Clear Creek Tunnel Project

Board Comments: Roach asked if there would be full closures on either Indiana Ave. or Dunn St. Baugh said there was a closure planned for Indiana Ave. and City staff would be diligent in working to avoid any issues. Roach asked about the timeline for the closure. Baugh said the overall timeline was early February through August, and they would work to ensure traffic flow during significant events such as IU graduation. Thomas Scott, Milestone Contractors, said the goal was to have Indiana Ave. reopened before the IU students return in the fall. Cox Deckard asked if there was coordination with bus transit providers. Jane Fleig, Utilities, said there were preliminary conversations with both Bloomington Transit and IU Bus services, and they would develop a more comprehensive plan once a timeline was finalized. Fleig added that this project has been in the works for years so they are aware of its eventual impact. Karon commented about the forthcoming eclipse on April 8, 2024, and the expected influx of visitors to Bloomington, and how there may need to be considerations for that event. Cox Deckard commented that this project will impact some of the summer events and traditions in the downtown area, but it is an important and necessary project. Wason said there is already coordination with stakeholders, led by the Economic and Sustainable Development Department, to address some of the expected impacts of the project. Wason added the downtown summer festivals and Kirkwood outdoor dining would likely be impacted, but the City would do everything it could to accommodate those events.

Public Comments: Bob, owner of the Bicycle Garage, said via Zoom that he does not want a dumpster located in front of his business for the summer. Wason said they would work through that issue.

Karon made a motion to approve Lane, Sidewalk, Alley and Road Closure Request from Milestone Contractors for the Clear Creek Tunnel Project. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

None.

STAFF REPORTS & OTHER BUSINESS

Karon made a motion to approve claims in the amount of \$2,817,426.57. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

APPROVAL OF CLAIMS

Wason acknowledged that Milestone Contractors were currently chatting with the owner of the Bicycle Garage to address his concerns regarding the dumpster in front of his business.

Cox Deckard called for adjournment at 6:03 p.m.

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Date:

Attest to:

The Board of Public Works meeting was held Tuesday, February 13, 2024 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
James Roach

ROLL CALL

City Staff: Adam Wason – Public Works
Rebecca Davis – Housing & Neighborhood Development
Chris Wheeler – Legal
Alex Gray – Engineering

Roach stated that he will be out of town for the next meeting but will possibly be able to attend via zoom.

MESSAGES FROM BOARD MEMBERS

None

PETITIONS & REMONSTRANCES

Rebecca Davis, HAND, presented Abatement at 1919 N. College. See meeting packet for details.

**TITLE VI ABATEMENT
Request for Abatement at 1919 N. College**

Board Comments: Roach asked if not receiving a receipt is unusual. Davis said no as the mail tends to be very slow. Cox Deckard asked if the other notices came back returned as undeliverable and Davis stated no. Wheeler explained that when doing a notice of abatement the ordinance requires that it is sent certified mail. If proof isn't received that they have it, then by the same ordinance regular mail is used as our good service.

Public Comment: None

Karon made a motion to approve the request for Abatement at 1919 N. College. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

CONSENT AGENDA

1. Approval of Minutes; September 26, 2023
2. Approval of Minutes; October 10, 2023
3. Approval of Minutes; October 24, 2023
4. Approval of Minutes; November 08, 2023
5. Approval of Minutes; November 21, 2023
6. Resolution 2024-003; Declaration of ITS Surplus for Recycling
7. Resolution 2024-004; Declaration of ITS Surplus for Donation
8. Resolution 2024-005; Declaration of ITS Surplus for Donation
9. Precision Concrete 2024 Service Agreement
10. Renewal #2 with Groomer Construction for Sidewalk Assistance Program
11. Renewal #2 with Groomer Construction for Sidewalk Services
12. Approval of Payroll

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

Alex Gray, Engineering, presented Request for Lane and Sidewalk Closure from AEG. See meeting packet for details.

NEW BUSINESS
Lane and Sidewalk Closure Requests from AEG

Board Comments: Roach asked if this was the fiber optic project and if these were temporary closures; Gray stated yes. Roach asked if they put up signage to direct traffic. Gray said if there is any trouble that comes up we notify them and then their inspectors come out to fix the issue.

Karon made a motion to approve the Request for Lane and Sidewalk Closure from AEG. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Alex Gray, Engineering, presented Request for Lane and Sidewalk Closures from Lineal Contracting. See meeting packet for details.

Lane and Sidewalk Closures Request from Lineal Contracting

Board Comments: Karon stated that she wanted to make sure there is enough signage for Stands Drive since there is a middle school right there. Cox Deckard stated with the AEG maps the lines are parallel to the roadway, along the edge and people would have to cross the road way from time to time. She wanted to confirm that they were being run mostly along the sides of the roadway with occasional crossings. Gray stated that was correct. Karon said there wasn't specific request dates for the closures and asked when these closures will happen as they plan for the ninety day stretch. Gray said that they would like to start soon after approval but didn't give exact dates.

Karon made a motion to approve the Request for Lane and Sidewalk Closures from Lineal Contracting. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Alex Gray, Engineering, presented Request for Sidewalk Closure Request on E. 3rd St from Strauser Construction (March 9 – March 16, 2024). See meeting packet for details.

Sidewalk Closure Request on E. 3rd St from Strauser Construction (March 9 – March 16, 2024)

Board Comments: Karon asked if the access to the building in-between the apartment site and the travel lodge location was accessible, since the sidewalk would be closed. Bill Morris on zoom stated that they would be stopping at the east property line which stops in-between the two addresses. Wason asked that they coordinate with the property owner to the east.

Karon made a motion to approve the Request for Sidewalk Closure Request on E. 3rd St from Strauser Construction (March 9 – March 16, 2024). Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Wason, Public Works, on the behalf of Kyle Baugh from Engineering, presented Sidewalk Closure and Metered Parking Reservation Request from Gilliatte General Contractors (February 14-28, 2024). See meeting packet for details.

Sidewalk Closure and Metered Parking Reservation Request from Gilliatte General Contractors (February 14-28, 2024)

Board Comments: None

Karon made a motion to approve the Request for Sidewalk Closure and Metered Parking Reservation from Gilliatte General Contractors (February 14-28, 2024). Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Wason, Public Works, on the behalf of Kyle Baugh from Engineering, presented Lane Closure Request from City of Bloomington Utilities. See meeting packet for details.

Lane Closure Request from City of Bloomington Utilities

Board Comments: Cox Deckard stated that during the work session it was clarified that the sidewalks will be accessible after day time working hours. Wason said they will get things

coordinated to make sure sidewalks will be available and to get things plated for deliveries.

Karon made a motion to approve the Request for Lane Closure from City of Bloomington Utilities. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed. Wason, Public Works, on the behalf of Jess Goodman and Parking Garage staff, presented Contract with Applied Engineering Services for Walnut and Morton St. Garages. See meeting packet for details.

Board Comments: None

Karon made a motion to approve the Request for Contract with Applied Engineering Services for Walnut and Morton St. Garages. Roach Seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Wason thanked Public Works staff for recent efforts with cleanup projects and highlighted the great work that Brighten B-Town continues to do with our cleanup efforts with downtown. Engineering presents a majority of these items and wanted the Board to know that he meets with them every week regarding permits and right-of-way because they have a lot going on. Wason wanted to thank the Engineering team for all of their efforts. The next work session we will discuss the flow chart with the Title 12 and how right-of-way permits are approved by the Board or at a staff level; to include upcoming changes and asking the Board’s support for an ordinance update.

Board Comments: Karon stated there were some questions yesterday for one of the claims to Griffin Reality holdings. Wason said last fall there were some conversations with the last administration contracting with Griffin Reality services at the current Bloomington Police Site on E. 3rd St. City Legal and the previous administration entered into a contract with Griffin Reality. As part of that contract they made some amendments within the last year. The services that have been rendered for that site could be billed to the City on an hourly basis and not just a commission basis on a sale. This invoice was submitted from Griffin Reality for those hourly services, since the sale was actually not executed. We are contractually obligated to make this payment. Cox Deckard asked if this is the final payment and Wason stated yes it was. Karon asked if this incorporates the hourly rate that they charge after the contract was amended. Wason stated that the contract was amended when it was apparent that services have been provided, but a sale won’t be executed.

Karon made a motion to approve claims in the amount of 3,846,041.93. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Cox Deckard called for adjournment at 6:00 p.m.

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach

Date:

Attest to:

Contract with Applied Engineering Services for Walnut and Morton St. Garages

STAFF REPORTS AND OTHER BUSINESS

APPROVAL OF CLAIMS

ADJOURNMENT

The Board of Public Works meeting was held Tuesday, February 27, 2024 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 – In Person
Elizabeth Karon – In Person
James Roach – Via Zoom

ROLL CALL

City Staff: Adam Wason – Public Works
Kyle Baugh – Engineering
Alex Gray – Engineering
Maria McCormick – Engineering

**MESSAGES FROM BOARD
MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

Elizabeth Mitchell asked for a marker to be installed to honor and recognize the first black fireman for the City, James “Snooky” Hopkins. Mitchell asked for it to be installed at 102 S. Rogers, in the grass of the right-of-way area, before the Juneteenth celebration. Roger Kerr, Interim Fire Chief, stated that the Fire Department is supportive. Audrey McCluskey gave some historical context to the Board. Lee Chapman, retiree of the City of Bloomington Fire Department, stated he is in support. Nancy Harris spoke of how she knew James and that he deserves to be honored. Adam Wason thanked James “Snooky” Hopkins for his years of service and stated that he working very closely with the Mayor’s office to move this request forward.

CONSENT AGENDA

1. Approval of Minutes; December 05, 2023
2. 2024 ITS Bloomington Digital Underground Advisory Committee (BDUAC)
Appointments
3. Resolution 2024-008; Declaration of Surplus from Bloomington Police Department
4. Resolution 2024-009; New Mobile Vendor, Kebab on Wheels
5. Renewal #1 with TAPCO for Traffic Signal Inspections
6. Metered Parking Reservation Request from Gilliatte General Contractors on S. Grant
7. Intermittent Alleyway Closure Request from Mother Nature Landscaping between
Madison and Morton (February 1, 2024-June 09, 2024)
8. Approval of Payroll

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

Kyle Baugh, Engineering, presented Request for Road and Sidewalk Closure from Milestone Contractors for the 3rd and Smith Project. See meeting packet for details.

**NEW BUSINESS
Road and Sidewalk Closure
Request from Milestone
Contractors for the 3rd and
Smith Project**

Board Comments: None

Karon made a motion to approve the Request for Road and Sidewalk Closure from Milestone Contractors for the 3rd and Smith Project. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Kyle Baugh, Engineering, presented Request for Sidewalk Closure Request from Cardinal Hardscapes on S. Euclid. See meeting packet for details.

**Sidewalk Closure Request
from Cardinal Hardscapes on
S. Euclid**

Board Comments: None

Karon made a motion to approve the Request for Sidewalk Closure Request from Cardinal Hardscapes on S. Euclid. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Alex Gray, Engineering, presented Request for Lane and Sidewalk Closure Request from MW Builders on Gourley and Kinser Pike. See meeting packet for details.

**Lane and Sidewalk Closure
Request from MW Builders on
Gourley and Kinser Pike**

Board Comments: Karon noted that the map included in the packet indicated that each homeowner and business should be notified of work zones and flagger operation. She asked if the contractors had been responsive and if there had been outreach to the neighborhood. Gray stated that they are very responsive and issues are resolved quickly. Wason asked Engineering to make sure that the contractors get in contact with the adjacent businesses. Cox Deckard asked about the pedestrian access and if there was a walk around or detour for pedestrians. Gray said that the plan was to get the sidewalk portion done first, so that it can be used while the rest of the driveway is completed. Toby from MW Builders stated there isn't a walk around because the sidewalk dead-ends at the entrance to the new property that is being developed. He stated that as soon as they receive the permit they will replace the sidewalk to provide access.

Karon made a motion to approve the Request for Lane and Sidewalk Closure Request from MW Builders on Gourley and Kinser Pike. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Maria McCormick, Engineering, presented Request for Approval of Public Improvements Bond for 1100 S. Brooks Drive. See meeting packet for details.

**Approval of Public
Improvements Bond for 1100
S. Brooks Drive**

Board Comments: None

Karon made a motion to approve the Request for Approval of Public Improvements Bond for 1100 S. Brooks Drive. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, on the behalf of Joe VanDeventer from Street, presented Contract with Irving Material, Inc. for Concrete Materials. See meeting packet for details.

**Contract with Irving Material,
Inc. for Concrete Materials**

Board Comments: Roach asked if this is for a specific project or was for ongoing services. Wason stated this is for an on call contract for Street for ongoing usage. Roach asked how long the contract would be good. Wason stated it is for 2024, with the option for renewal.

Karon made a motion to approve the Contract with Irving Material, Inc. for Concrete Materials. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Wason stated the Title XII flow chart would be presented in the next work session and meeting. Alex Gray gave an update about Lane Closure on Moores Pike to facilitate the side path project. It's located between Valley Forge Road and Cape Cod Ct. on the southside. CFU, Inc. is requesting an interment lane closure in that area so they can move some of their underground fiber on aerial. The work is estimated to last around one week, but it could be a shorter time frame. Roach asked for clarification of which section of Moores Pike this goes through. Gray stated Valley Forge Road, Cape Cod area or south side of Southeast Park. Wason added this is to facilitate utility relocation for a future

**STAFF REPORTS AND
OTHER BUSINESS
Flow Chart for TITLE XII
Right-of-Way Permits**

project. Karon asked if this short closure would require flaggers or signs. Wason said there will be a full MOT. Wason thanked all the crews for their efforts during the last snow storm. He stated crews are on call for the expected severe weather that evening. Cox Deckard stated that there was a staff presentation during the work session about extensive road closures on Rogers and 1st Street and for the public to be aware.

Karon made a motion to approve claims in the amount of 1,702,752.41. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Cox Deckard called for adjournment at 6:04 p.m.

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Date:

Attest to:

APPROVAL OF CLAIMS

ADJOURNMENT



Board of Public Works Staff Report

Project/Event: Disposal of Surplus Items by the City of Bloomington Police Department
Staff Representative: Justin Goodwin
Date: March 12, 2024

Report:

The Bloomington Police Department has two wooden and old computer kiosks that have been out of service for over two years. The property is not reusable and would be recycled by Technology Recyclers in Indianapolis if approved.

Recommendation and Supporting Justification:

Under Indiana Code § 5-22-22-7, permits the City of Bloomington Board of Public Works to declare the property surplus for purposes of disposal and, if the property may be recycled and has been collected in conjunction with a recycling program, to sell the surplus property at a private sale or transfer the property.

Recommend **Approval*** **Denial by: Justin Goodwin**

***Reviewed and Approved by Legal Department and Controller's Office**



City of Bloomington
Office of the Controller
401 N. Morton Street
Suite 240
Bloomington, IN 47404
(812) 349-3412

Property Report Form

Asset # 21586

Please fill out a property report form for each item which costs \$10,000 or higher, or \$5,000 or more if purchased with "Grant Funds." These items of \$10,000 or more should be purchased out of a 400 level account.

Fields bordered in RED are required fields. Enter the information in the field to be able to move past the field.

PLEASE INCLUDE THE FOLLOWING INFORMATION WHERE POSSIBLE!

Select one of the following: Disposal

City Department: Police

Location: City Hall ITS Hallway

Account Number: Asset Type: (please select one) Movable Equipment

Vehicles/Equipment/Item Description:

Make: Gibco Model: Computer Kiosk Year: 2014

Description:

Wooden kiosk cabinet with touch-screen.

Serial/Vehicle VIN#: na Unit/Vehicle #: na

Purchase/Transfer/Disposal Date: Pur: 3/15/14 Disp: 2/20/24 (Purchase date is the PAY DATE of the invoice.)

Vendor Item was purchased from: Gibco Kiosks Brooklyn, NY PO #: Unknown

Amount Paid/Received: \$5,039 Invoice #: Unknown

Was property paid for by grant funds? If yes, provide grant number: 2012-DJ-BX-0916

Transferred To/From:

Disposal Information:

Will dispose of with Technology Recyclers 8401 E. Washington Street Indianapolis, IN 46219

Date of Form: 2/8/2024 Custodian: Justin Goodwin

NOTE: Items which cost less than \$10,000 should be inventoried at the department level if it is deemed necessary. Return this form to the Purchasing Manager in the Controllers Office.

Reset Form

Save Form

Print Form

RESOLUTION 2024-010
TO DESIGNATE SURPLUS PROPERTY FOR TRANSFER

WHEREAS, the City of Bloomington Police Department is in possession of two computer kiosks, which have not been in operation and may be recycled; and

WHEREAS, the City of Bloomington Police Department wishes to transfer the surplus property to a technology recycling company; and

WHEREAS, Indiana Code § 5-22-22-7, permits the City of Bloomington Board of Public Works to declare the property surplus for purposes of disposal and, if the property may be recycled and has been collected in conjunction with a recycling program, to sell the surplus property at a private sale or transfer the property.

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

1. The City of Bloomington property described is hereby declared surplus.
2. The City of Bloomington Police Department shall sell or transfer the items described using a recycling program within thirty (30) days of this Resolution being signed by the City of Bloomington Board of Public Works.

SO PASSED AND ADOPTED this ____ day of _____, 2024, by the City of Bloomington Board of Public Works

Kyla Cox-Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary



Board of Public Works Staff Report

Project/Event: Approve Supplement #1 to Construction Inspection Contract with Crossroad Engineers, PC, for the B-Line Extension Project

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten, Senior Project Manager

Date: 03/12/2024

Report: This project will construct a multiuse path on the east side of North Fountain Drive and North Crescent Road, connecting the B-Line Trail to the multiuse path along West 17th Street. Additionally, the intersection of Crescent Road and Fountain drive will be realigned. The project has been awarded to Milestone Contractors in the amount of \$3,086,223.70, of which \$2,468,978.96 of federal and state funds are being provided through INDOT and the MPO. This agreement will provide construction inspection services for the duration of the project. The Board awarded the original agreement to Crossroad Engineers on 07/19/2022 in the amount of \$257,410.00. This Supplement to the agreement will update the labor rates on the original agreement to reflect 2024 and 2025 labor rates. There are no changes in the overall not-to-exceed amount of the agreement.

City of Bloomington Contract and Purchase Justification Form

Vendor: Crossroad Engineers, PC

Contract Amount: \$257,410.00

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

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

of Submittals: 11

	Yes	No
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 type="checkbox"/>	<input checked="" type="checkbox"/>

Was the lowest cost selected? (If no, please state below why it was not.)

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Original agreement is a services contract, selection was based on the most qualified. This is a supplement to that agreement that will adjust the labor rates to 2024 and 2025.

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

Most qualified of the respondents.

Roy Aten

Senior Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

SUPPLEMENTAL AGREEMENT NO. 1

This supplemental agreement is made and entered into on January 28, 2024, by and between CITY OF BLOOMINGTON, INDIANA, acting by and through its proper officials (hereinafter referred to as "OWNER") and CROSSROAD ENGINEERS, PC (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, OWNER and the CONSULTANT did, on July 19, 2022, enter into a contract for professional services for the B-Line Trail Extension project ("Project").

WHEREAS, OWNER desires the CONSULTANT to provide professional services necessary to complete the Construction Inspection for the Project.

WHEREAS, in order to provide for completion of the work, it is necessary to amend and supplement the contract.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. APPENDIX D COMPENSATION is amended to read as follows:

There is no change to the Contract total amount not exceed of \$ 257,410 in Section IV or in Appendix D, Section A.1. However, Appendix D, Section A.2. is hereby modified to the rates as shown below:

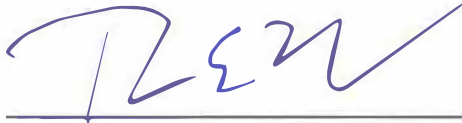
<u>Labor Classification</u>	<u>Negotiated Hourly Rates 2023</u>	<u>Negotiated Hourly Rates 2024</u>	<u>Negotiated Hourly Rates 2025</u>
Director	175.03	183.25	191.86
Resident Project Rep.	98.10	102.71	107.53
Project Inspector	70.41	73.72	77.19
Asst. Proj. Inspector	56.55	59.20	61.99
CADD Technician	81.27	85.09	89.08

2. Except as herein modified, changed and supplemented, all terms of the original contract dated July 19, 2022 shall continue in full force and effect.

Non Collusion - The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, the CONSULTANT and the OWNER have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CROSSROAD ENGINEERS, PC
(CONSULTANT)



Trent E. Newport, President

CITY OF BLOOMINGTON, INDIANA
(OWNER)

Kerry Thomson, Mayor

Kyla Cox Deckard, Member BPW

Elizabeth Karon, Member BPW

Attest:



Mark Beck, Vice President

James Roach, Member BPW



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: March 12, 2024

Department of Public Works (DPW) received Outdoor Lighting Service Agreements for street lighting at various locations. Staff has determined that the following are warranted to effectively illuminate the public right-of-way.

All of the street lights will be leased through Duke Energy with the City paying for the ongoing monthly costs with Duke providing the maintenance services. All of the monthly costs for street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W Constitution Ave & S Liberty Dr**

Fixtures: Twenty (20) 10 W LED Roadway fixtures mounted on new aluminum poles with a gray finish.

LED Rebate: \$600.00 (Estimated)

Estimated Monthly Charge: \$422.20

Estimated Annual Charge: \$5,066.40

Note: In conjunction with the Monroe County Karst Farm Connector Trail, the existing street lighting system (installed in 1990-34 years old) along W Constitution Ave & S Liberty Dr will be replaced during the construction of this project.

2. Location: **W 3rd St between S Landmark Ave and S Franklin Rd**

Fixtures: Twenty-eight (28) 70W LED Roadway fixtures mounted on existing poles

Fixture: One (1) 50W LED Roadway fixture mounted on existing pole

Fixtures: Two (2) 150W LED Roadway fixtures mounted on existing poles

LED Rebate: \$970.00 (Estimated)

Estimated Monthly Charge: \$223.39

Estimated Annual Charge: \$2,680.68

Note: As part of the City-Wide LED Conversion Project, 31 high pressure cobrahead fixtures will be converted to LED roadway fixtures.

3. Location: **S Sare Road**

Fixture: Two (2) 150W LED Roadway fixtures mounted on existing poles

Estimated Rebate: \$100.00

Estimated Monthly Charge: \$19.02

Estimated Annual Charge: \$228.24

Note: As part of the City-Wide LED Conversion Project, 2 high pressure cobrahead fixtures will be converted to LED roadway fixtures.

4. Location: **Hawthorne & Weatherstone Neighborhood Greenway Project**
Fixture: Two (2) 50W LED Traditional fixtures and new poles with a black finish
Fixture: One (1) 70W LED Roadway fixture mounted on existing pole
Estimated Rebate: \$30.00
Estimated Monthly Charge: \$34.25
Estimated Annual Charge: \$411.00
Note: As part of the Neighborhood Greenway Project, 1 cobrahead fixture will be converted to a LED fixture and 2 new pedestrian scale Traditional fixtures and poles will be installed on the new pathway.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$422.20 MO;\$5,066.40 YR

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

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

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

Print/Type Name

 Project Coordinator

Print/Type Title

 DPW

Department



IN01 LIGHTING SERVICE AGREEMENT

Customer Information:
W CONSTITUTION AVE & S LIBERTY DR
SMITHC@BLOOMINGTON.IN.GOV
..

Project Information:
CITY OF BLOOMINGTON
BLOOMINGTON Indiana 46151-5847

Account Number:
9101 2289 1410

Work Order Number:
52616519

Duke Energy Representative Contact Info:
Craig Barker

This Lighting Service Agreement is hereby entered into this 6th day of February., 2024, 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. 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 2/6/2024

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	422.20	0.00	50664.00	422.20

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
	020	Light Pole Style A Direct Buried Aluminum 30ft long Gra	10.98	0.00	0.00	10.98	219.60
	020	Light Bracket Top Mount Aluminum 14in long Gray Single	1.53	0.00	0.00	1.53	30.60
	020	Special Order: Light Fixture Roadway LED 110W Gray Type	3.79	2.12	2.69	8.60	172.00
		Rental, Maintenance, F&E Totals:	\$326	\$42.40	\$53.80		
Estimated Change to Base Monthly Charge Total							\$422.20

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OUTDOOR LIGHTING UOLS SERVICE AGREEMENT

PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE ON THE AGREEMENT AND MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

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

See Section I, below for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Upon request the location information or drawing will be provided for the proposed placement of this lighting equipment.

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

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

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

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

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
<ul style="list-style-type: none"> • Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. • Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). 	<ul style="list-style-type: none"> • Annual kWh divided by twelve (12) months equals monthly kWh. • Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

LIGHTING LAYOUT DESIGN DISCLAIMER

Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

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SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the company and the customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge or based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 3 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 2 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 2 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

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

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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

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

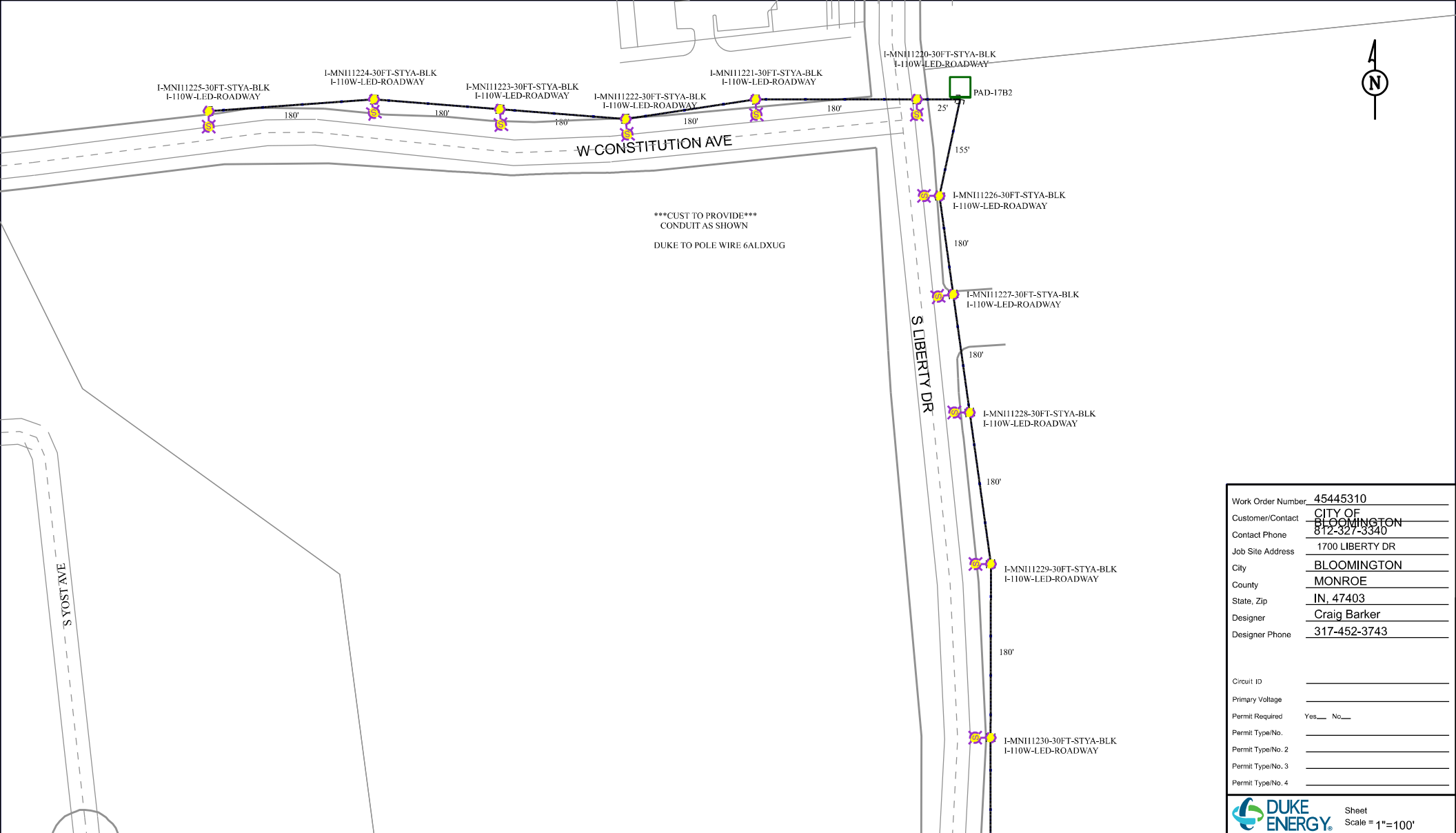


Safety Reminders / Adverse Conditions
 ?:
 ?:
 ?:



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	45445310
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	1700 LIBERTY DR
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47403
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes ___ No ___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



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

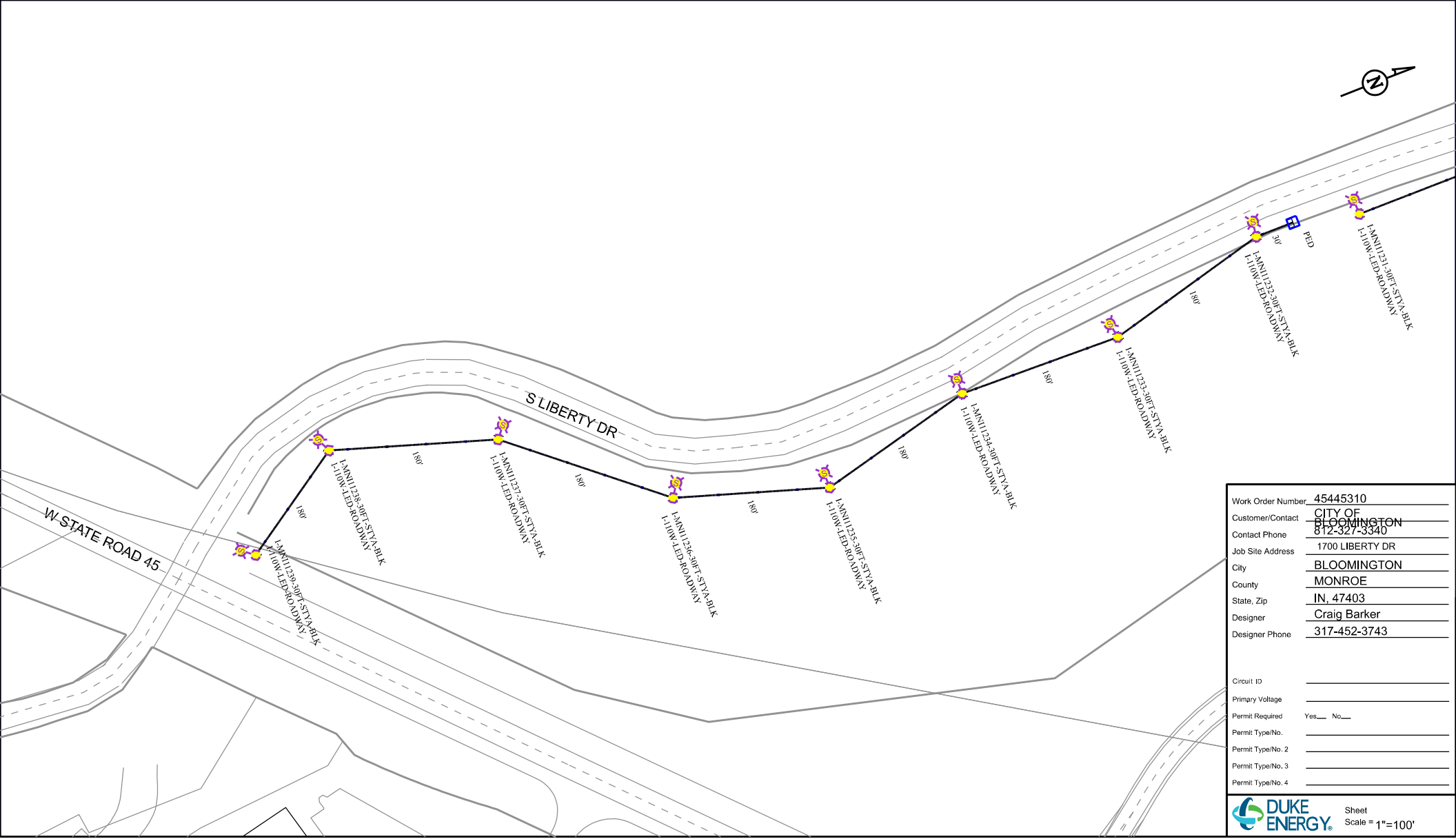


Safety Reminders / Adverse Conditions
 ?:
 ?:
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Work Order Number	45445310
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	1700 LIBERTY DR
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47403
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes ___ No ___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



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: March 12, 2024

Department of Public Works (DPW) received Outdoor Lighting Service Agreements for street lighting at various locations. Staff has determined that the following are warranted to effectively illuminate the public right-of-way.

All of the street lights will be leased through Duke Energy with the City paying for the ongoing monthly costs with Duke providing the maintenance services. All of the monthly costs for street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W Constitution Ave & S Liberty Dr**

Fixtures: Twenty (20) 10 W LED Roadway fixtures mounted on new aluminum poles with a gray finish.

LED Rebate: \$600.00 (Estimated)

Estimated Monthly Charge: \$422.20

Estimated Annual Charge: \$5,066.40

Note: In conjunction with the Monroe County Karst Farm Connector Trail, the existing street lighting system (installed in 1990-34 years old) along W Constitution Ave & S Liberty Dr will be replaced during the construction of this project.

2. Location: **W 3rd St between S Landmark Ave and S Franklin Rd**

Fixtures: Twenty-eight (28) 70W LED Roadway fixtures mounted on existing poles

Fixture: One (1) 50W LED Roadway fixture mounted on existing pole

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Note: As part of the City-Wide LED Conversion Project, 31 high pressure cobrahead fixtures will be converted to LED roadway fixtures.

3. Location: **S Sare Road**

Fixture: Two (2) 150W LED Roadway fixtures mounted on existing poles

Estimated Rebate: \$100.00

Estimated Monthly Charge: \$19.02

Estimated Annual Charge: \$228.24

Note: As part of the City-Wide LED Conversion Project, 2 high pressure cobrahead fixtures will be converted to LED roadway fixtures.

4. Location: **Hawthorne & Weatherstone Neighborhood Greenway Project**
Fixture: Two (2) 50W LED Traditional fixtures and new poles with a black finish
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Estimated Monthly Charge: \$34.25
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Note: As part of the Neighborhood Greenway Project, 1 cobrahead fixture will be converted to a LED fixture and 2 new pedestrian scale Traditional fixtures and poles will be installed on the new pathway.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$223.39 MO;\$2,680.68 YR

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

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

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

DPW

Print/Type Name

Print/Type Title

Department



IN01 LIGHTING SERVICE AGREEMENT

Customer Information:
W 3RD PRJCT, LANDMARK-FRANKLIN
SMITHC@BLOOMINGTON.IN.GOV ..

Project Information:
DIR 3RD ST W SS 1 MI E
BLOOMINGTON Indiana 47404

Account Number:
9101 2297 4933

Work Order Number:
52705669

Duke Energy Representative Contact Info:
Jordan Anderson

This Lighting Service Agreement is hereby entered into this 14th day of February., 2024, 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. 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 _____

Date Signed _____

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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	223.39	0.00	26806.80	223.39

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	002	Light Fixture Roadway LED 150W Gray Type III 3000K	3.83	2.12	3.66	9.61	19.22
I	001	Light Fixture Roadway LED 50W Gray Type III 3000K	2.87	2.12	1.22	6.21	6.21
I	028	Light Fixture Roadway LED 70W Gray Type III 3000K	3.24	2.12	1.71	7.07	197.96
R	001	Light Fixture Cobra Drop Lens High Pressure Sodium 100W	0.00	0.00	0.00	0.00	0.00
R	028	Light Fixture Cobra Drop Lens High Pressure Sodium 150W	0.00	0.00	0.00	0.00	0.00
R	002	Light Fixture Cobra Drop Lens High Pressure Sodium 250W	0.00	0.00	0.00	0.00	0.00
Rental, Maintenance, F&E Totals:			\$101.25	\$65.72	\$56.42		
Estimated Change to Base Monthly Charge Total							\$223.39

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



OUTDOOR LIGHTING UOLS SERVICE AGREEMENT

PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE ON THE AGREEMENT AND MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

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

See Section I, below for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Upon request the location information or drawing will be provided for the proposed placement of this lighting equipment.

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

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

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

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

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
<ul style="list-style-type: none"> • Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. • Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). 	<ul style="list-style-type: none"> • Annual kWh divided by twelve (12) months equals monthly kWh. • Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

LIGHTING LAYOUT DESIGN DISCLAIMER

Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

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

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the company and the customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge or based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 3 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 2 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 2 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

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

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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

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

**BLOOMINGTON, IN
LED INSTALLS**

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS
Page 1 of 4
Date Exported: 11/7/2023

NOTES:

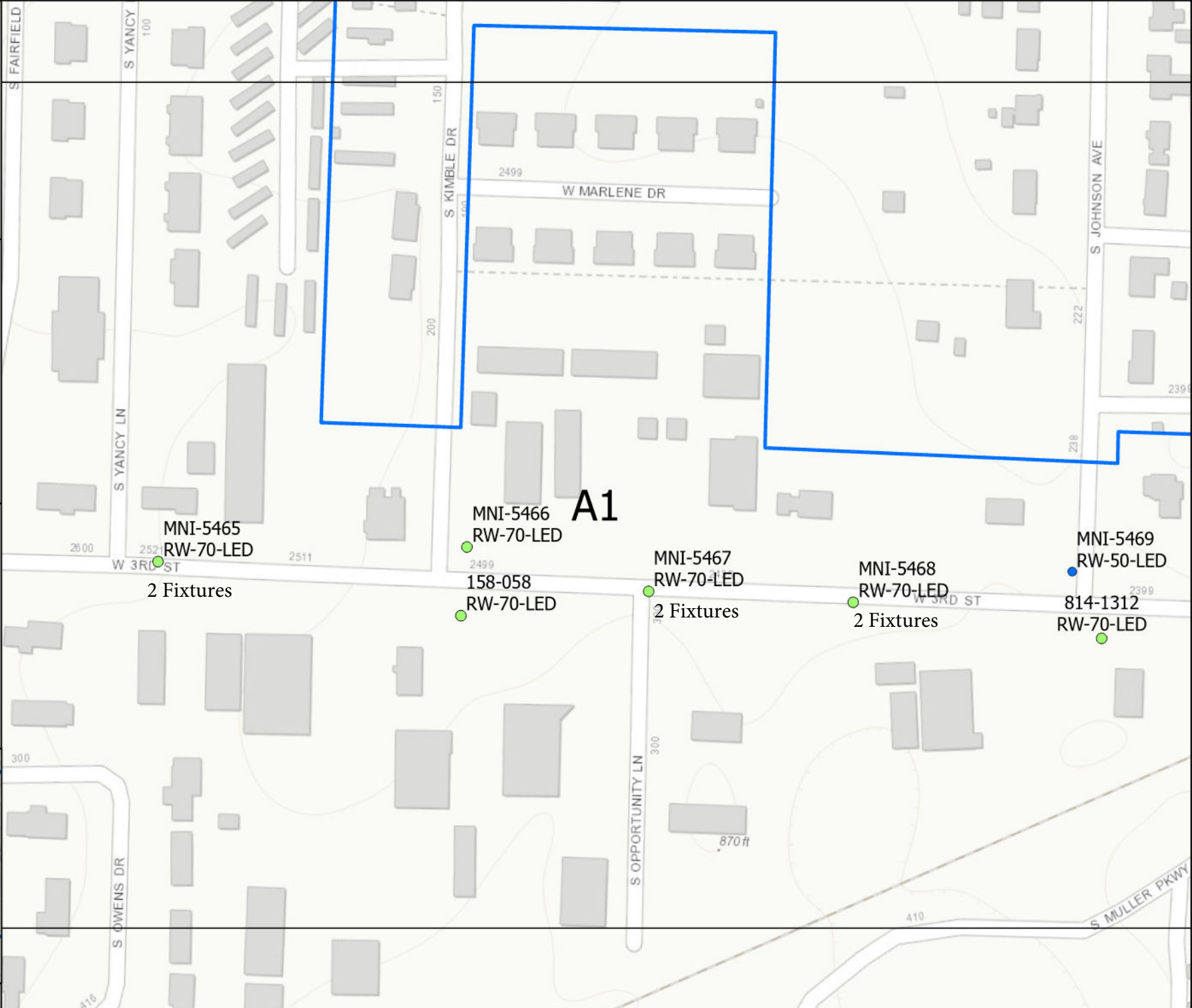
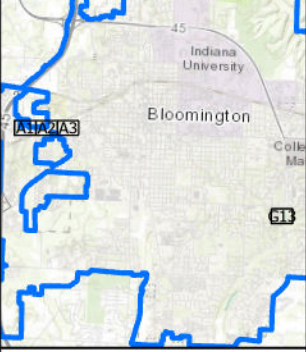
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Map_Pages

BLOOMINGTON



Legend: Median Lights-2 Fixtures on one pole

**BLOOMINGTON, IN
LED INSTALLS**

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS

Page 2 of 4
Date Exported: 11/7/2023

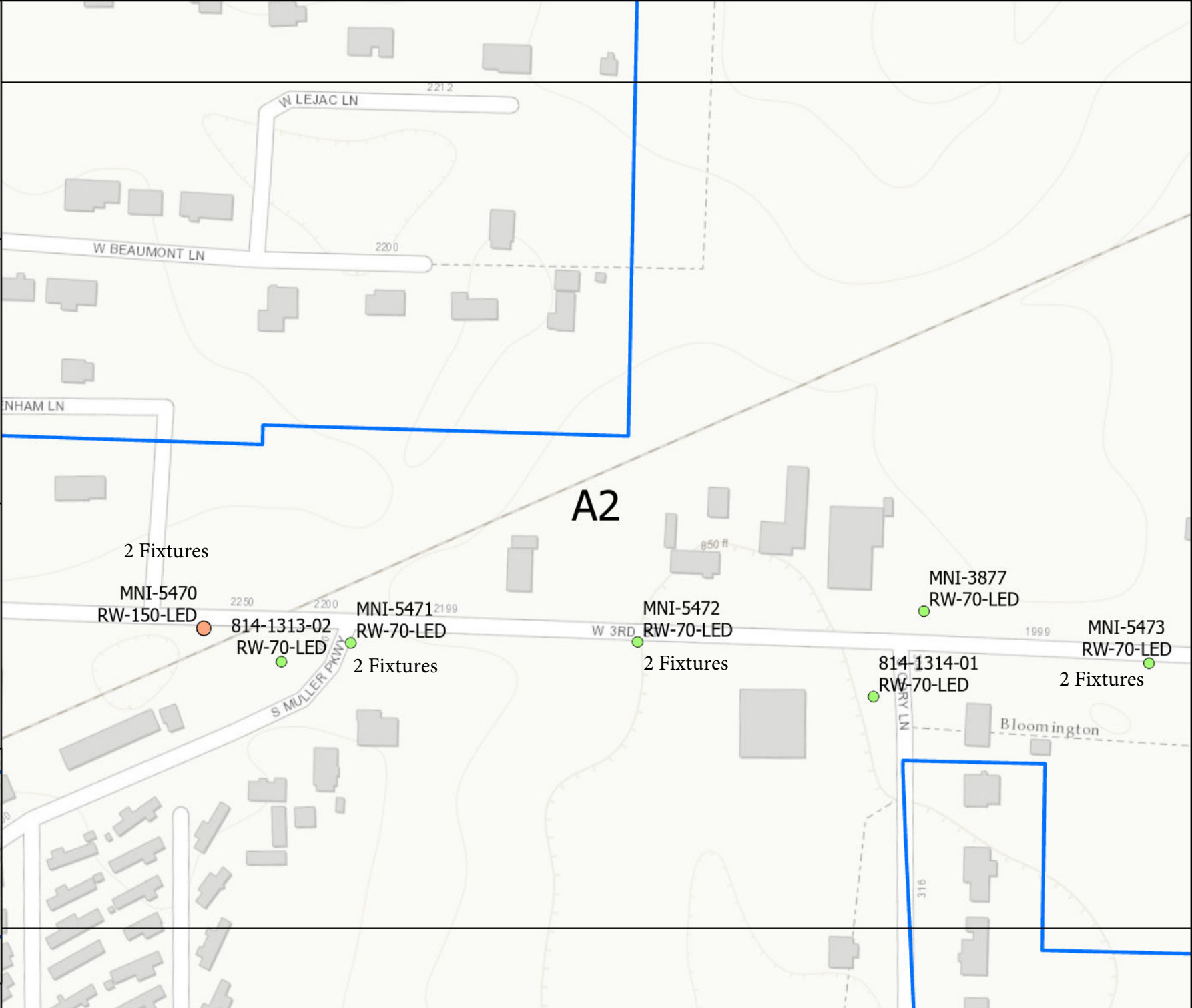
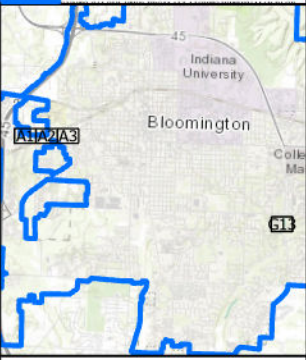
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Map_Pages
BLOOMINGTON



Legend: Median Lights-2 Fixtures on one pole



**BLOOMINGTON, IN
LED INSTALLS**

CONTACT:
JORDAN ANDERSON
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CHARLES (RICK) KNIGHTS

Page 3 of 4
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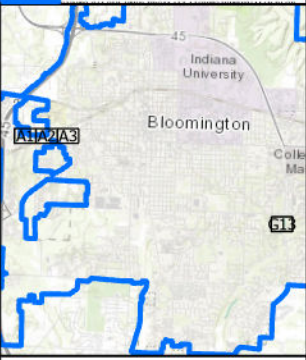
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Map_Pages

BLOOMINGTON



Legend: Median Lights-2 Fixtures on one pole





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: March 12, 2024

Department of Public Works (DPW) received Outdoor Lighting Service Agreements for street lighting at various locations. Staff has determined that the following are warranted to effectively illuminate the public right-of-way.

All of the street lights will be leased through Duke Energy with the City paying for the ongoing monthly costs with Duke providing the maintenance services. All of the monthly costs for street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W Constitution Ave & S Liberty Dr**

Fixtures: Twenty (20) 10 W LED Roadway fixtures mounted on new aluminum poles with a gray finish.

LED Rebate: \$600.00 (Estimated)

Estimated Monthly Charge: \$422.20

Estimated Annual Charge: \$5,066.40

Note: In conjunction with the Monroe County Karst Farm Connector Trail, the existing street lighting system (installed in 1990-34 years old) along W Constitution Ave & S Liberty Dr will be replaced during the construction of this project.

2. Location: **W 3rd St between S Landmark Ave and S Franklin Rd**

Fixtures: Twenty-eight (28) 70W LED Roadway fixtures mounted on existing poles

Fixture: One (1) 50W LED Roadway fixture mounted on existing pole

Fixtures: Two (2) 150W LED Roadway fixtures mounted on existing poles

LED Rebate: \$970.00 (Estimated)

Estimated Monthly Charge: \$223.39

Estimated Annual Charge: \$2,680.68

Note: As part of the City-Wide LED Conversion Project, 31 high pressure cobrahead fixtures will be converted to LED roadway fixtures.

3. Location: **S Sare Road**

Fixture: Two (2) 150W LED Roadway fixtures mounted on existing poles

Estimated Rebate: \$100.00

Estimated Monthly Charge: \$19.02

Estimated Annual Charge: \$228.24

Note: As part of the City-Wide LED Conversion Project, 2 high pressure cobrahead fixtures will be converted to LED roadway fixtures.

4. Location: **Hawthorne & Weatherstone Neighborhood Greenway Project**
Fixture: Two (2) 50W LED Traditional fixtures and new poles with a black finish
Fixture: One (1) 70W LED Roadway fixture mounted on existing pole
Estimated Rebate: \$30.00
Estimated Monthly Charge: \$34.25
Estimated Annual Charge: \$411.00
Note: As part of the Neighborhood Greenway Project, 1 cobrahead fixture will be converted to a LED fixture and 2 new pedestrian scale Traditional fixtures and poles will be installed on the new pathway.

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

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)

Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	

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

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

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

Print/Type Name

Print/Type Title

Department

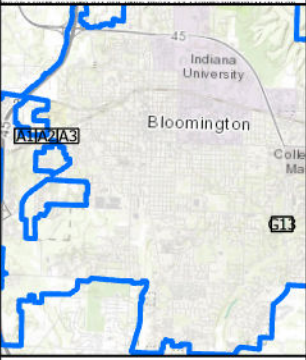
**BLOOMINGTON, IN
LED INSTALLS**

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS

Page 4 of 4
Date Exported: 11/7/2023

NOTES:

- 49903136
- Map_Pages
- BLOOMINGTON





IN01 LIGHTING SERVICE AGREEMENT

Customer Information:
SARE RD & CATHCART ST
MARNINA.PATRICK@BLOOMINGTON.IN.GOV
..

Project Information:
CITY OF BLOOMINGTON
BLOOMINGTON Indiana 47401-2433

Account Number:
9101 2288 3923

Work Order Number:
49903136

Duke Energy Representative Contact Info:
Courtney Piper

This Lighting Service Agreement is hereby entered into this 19th day of October, 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 _____

Date Signed _____

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	19.02	0.00	2282.40	19.02

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	002	Light Fixture Roadway LED 150W Gray (RAL7038) Type III	3.80	2.05	3.66	9.51	19.02
		Rental, Maintenance, F&E Totals:	\$7.60	\$4.10	\$7.32		
Estimated Change to Base Monthly Charge Total							\$19.02

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



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: March 12, 2024

Department of Public Works (DPW) received Outdoor Lighting Service Agreements for street lighting at various locations. Staff has determined that the following are warranted to effectively illuminate the public right-of-way.

All of the street lights will be leased through Duke Energy with the City paying for the ongoing monthly costs with Duke providing the maintenance services. All of the monthly costs for street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W Constitution Ave & S Liberty Dr**

Fixtures: Twenty (20) 10 W LED Roadway fixtures mounted on new aluminum poles with a gray finish.

LED Rebate: \$600.00 (Estimated)

Estimated Monthly Charge: \$422.20

Estimated Annual Charge: \$5,066.40

Note: In conjunction with the Monroe County Karst Farm Connector Trail, the existing street lighting system (installed in 1990-34 years old) along W Constitution Ave & S Liberty Dr will be replaced during the construction of this project.

2. Location: **W 3rd St between S Landmark Ave and S Franklin Rd**

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Fixture: One (1) 50W LED Roadway fixture mounted on existing pole

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Estimated Monthly Charge: \$223.39

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Note: As part of the City-Wide LED Conversion Project, 31 high pressure cobrahead fixtures will be converted to LED roadway fixtures.

3. Location: **S Sare Road**

Fixture: Two (2) 150W LED Roadway fixtures mounted on existing poles

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Estimated Monthly Charge: \$19.02

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Note: As part of the Neighborhood Greenway Project, 1 cobrahead fixture will be converted to a LED fixture and 2 new pedestrian scale Traditional fixtures and poles will be installed on the new pathway.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$19.02 MO;\$228.24YR

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

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

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

DPW

Print/Type Name

Print/Type Title

Department



IN01 LIGHTING SERVICE AGREEMENT

Customer Information:
SARE RD & CATHCART ST
MARNINA.PATRICK@BLOOMINGTON.IN.GOV
..

Project Information:
CITY OF BLOOMINGTON
BLOOMINGTON Indiana 47401-2433

Account Number:
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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 _____

Date Signed _____

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	19.02	0.00	2282.40	19.02

Monthly Base Charges								
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total	
I	002	Light Fixture Roadway LED 150W Gray (RAL7038) Type III	3.80	2.05	3.66	9.51	19.02	
		Rental, Maintenance, F&E Totals:	\$7.60	\$4.10	\$7.32			
		Estimated Change to Base Monthly Charge Total						\$19.02

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

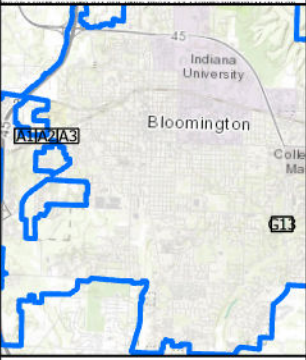
**BLOOMINGTON, IN
LED INSTALLS**

CONTACT:
JORDAN ANDERSON
CREATED BY:
CHARLES (RICK) KNIGHTS

Page 4 of 4
Date Exported: 11/7/2023

NOTES:

- 49903136
- ▭ Map_Pages
- ▭ BLOOMINGTON





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: March 12, 2024

Department of Public Works (DPW) received Outdoor Lighting Service Agreements for street lighting at various locations. Staff has determined that the following are warranted to effectively illuminate the public right-of-way.

All of the street lights will be leased through Duke Energy with the City paying for the ongoing monthly costs with Duke providing the maintenance services. All of the monthly costs for street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: **W Constitution Ave & S Liberty Dr**

Fixtures: Twenty (20) 10 W LED Roadway fixtures mounted on new aluminum poles with a gray finish.

LED Rebate: \$600.00 (Estimated)

Estimated Monthly Charge: \$422.20

Estimated Annual Charge: \$5,066.40

Note: In conjunction with the Monroe County Karst Farm Connector Trail, the existing street lighting system (installed in 1990-34 years old) along W Constitution Ave & S Liberty Dr will be replaced during the construction of this project.

2. Location: **W 3rd St between S Landmark Ave and S Franklin Rd**

Fixtures: Twenty-eight (28) 70W LED Roadway fixtures mounted on existing poles

Fixture: One (1) 50W LED Roadway fixture mounted on existing pole

Fixtures: Two (2) 150W LED Roadway fixtures mounted on existing poles

LED Rebate: \$970.00 (Estimated)

Estimated Monthly Charge: \$223.39

Estimated Annual Charge: \$2,680.68

Note: As part of the City-Wide LED Conversion Project, 31 high pressure cobrahead fixtures will be converted to LED roadway fixtures.

3. Location: **S Sare Road**

Fixture: Two (2) 150W LED Roadway fixtures mounted on existing poles

Estimated Rebate: \$100.00

Estimated Monthly Charge: \$19.02

Estimated Annual Charge: \$228.24

Note: As part of the City-Wide LED Conversion Project, 2 high pressure cobrahead fixtures will be converted to LED roadway fixtures.

4. Location: **Hawthorne & Weatherstone Neighborhood Greenway Project**
Fixture: Two (2) 50W LED Traditional fixtures and new poles with a black finish
Fixture: One (1) 70W LED Roadway fixture mounted on existing pole
Estimated Rebate: \$30.00
Estimated Monthly Charge: \$34.25
Estimated Annual Charge: \$411.00
Note: As part of the Neighborhood Greenway Project, 1 cobrahead fixture will be converted to a LED fixture and 2 new pedestrian scale Traditional fixtures and poles will be installed on the new pathway.

City of Bloomington Contract and Purchase Justification Form

Vendor: Duke Energy

Contract Amount: \$34.25 MO;\$400.00YR

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

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

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

Print/Type Name

 Project Coordinator

Print/Type Title

 DPW

Department



IN01 LIGHTING SERVICE AGREEMENT

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

Project Information:
Indiana

Account Number:

Work Order Number:
52937949

Duke Energy Representative Contact Info:
Craig Barker

This Lighting Service Agreement is hereby entered into this 6th day of March, 2024, 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 UOLS 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. 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 _____

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 Early Termination Charges	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
0 Years () Months	34.25	0.00	27825.36	27825.36	34.25

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
R	001	LFIX-COBD-HPS-100-GRAY-II-M	0.00	0.00	0.00	0.00	0.00
I	001	LFIX-RW-LED-70-GRAY-III-3000K-M	0.00	9.20	1.71	10.91	10.91
I	002	LFIX-TRAD-LED-50-BLK-III-3000K-M	0.00	10.45	1.22	11.67	23.34
		Rental, Maintenance, F&E Totals:	\$0	\$30.10	\$4.15		
Estimated Change to Base Monthly Charge Total							\$34.25

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OUTDOOR LIGHTING UOLS SERVICE AGREEMENT

PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE ON THE AGREEMENT AND MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

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

See Section I, below for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Upon request the location information or drawing will be provided for the proposed placement of this lighting equipment.

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

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

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

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

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
<ul style="list-style-type: none"> • Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. • Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). 	<ul style="list-style-type: none"> • Annual kWh divided by twelve (12) months equals monthly kWh. • Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

LIGHTING LAYOUT DESIGN DISCLAIMER

Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

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

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the company and the customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge or based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 3 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The “Schedule of Rates, Classifications, Rules and Regulations for Electric Service”, and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the “Commission”) and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 2 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 2 of this Agreement (“Initial Term”). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

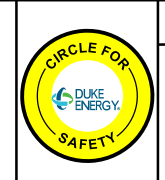
SECTION VII. – OTHER TERMS AND CONDITIONS

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

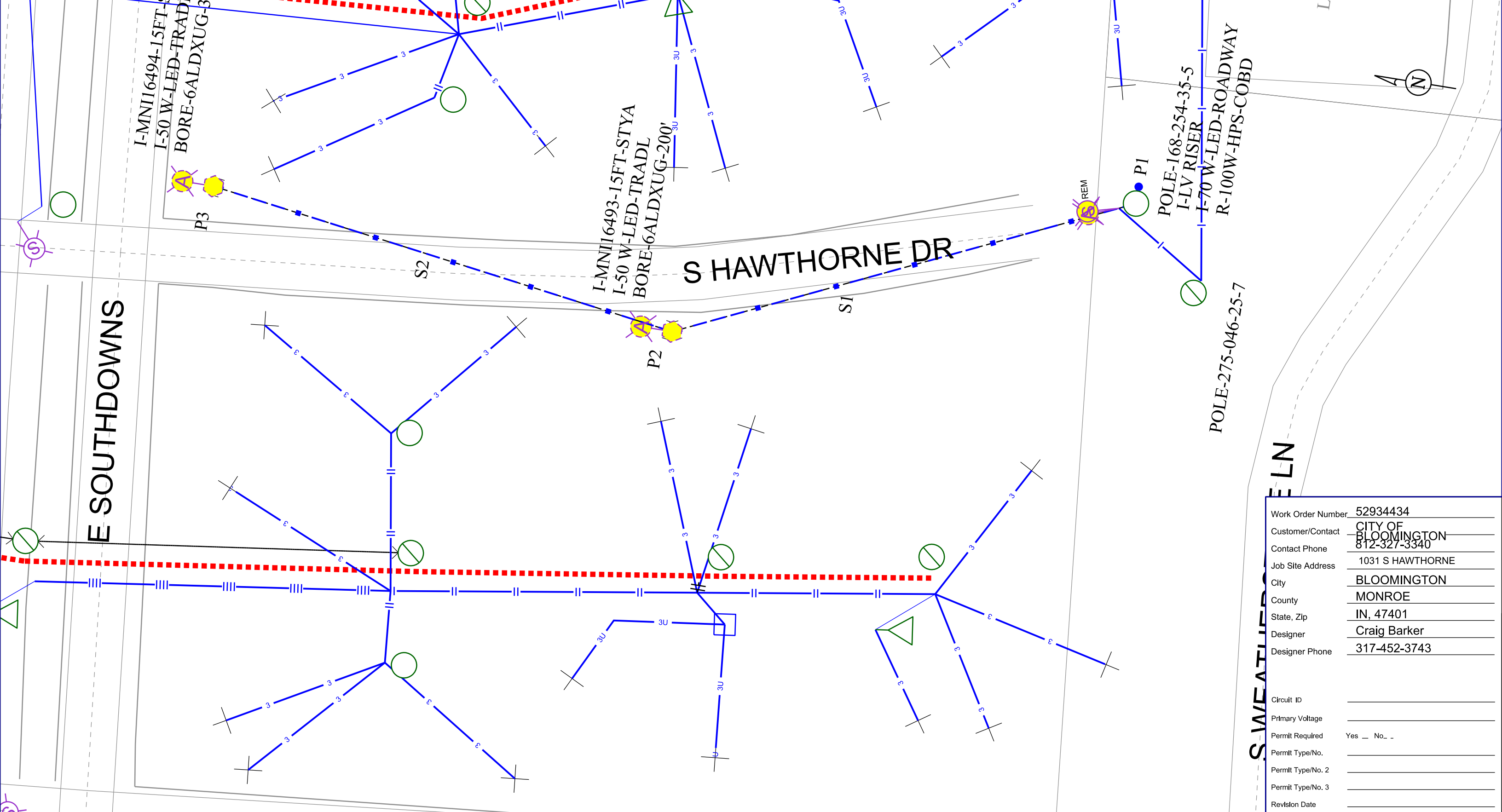
EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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

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



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	52934434
Customer/Contact	CITY OF BLOOMINGTON
Contact Phone	812-327-3340
Job Site Address	1031 S HAWTHORNE
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	

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/8/2024	Payroll				568,730.69
					<u>568,730.69</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 \$ 568,730.69

Dated this 12th day of March year of 2023.

Kyla Cox Deckard, President Elizabeth Karon, Vice President James Roach, 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 _____