

Board of Public Works Meeting

April 09, 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
April 09, 2024

A Regular Meeting of the Board of Public Work will be held Tuesday, **April 09, 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/84100471345?pwd=Z8GtnNdPnlTgrwXhYwvxyc7sN1xSsu.1>

Meeting ID: 841 0047 1345 Passcode: 858732

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTRANCES

III. CONSENT AGENDA

1. Approval of Minutes; March 26, 2024
2. Amendment #1 to On-Call Engineering Services Contract with Rundell Ernstberger Associates
3. Resolution 2024-021; New Mobile Vendor; Rita's Ice
4. Resolution 2024-016; Renew Mobile Vendor; BloomingBowls
5. Resolution 2024-017; Arts Fair on the Square
6. Resolution 2024-018; Monroe County History Center Outdoor Concert
7. Resolution 2024-020; Declaration of Surplus; Fleet Vehicles and Equipment
8. Renew Contract with CE Hughes for Pavement Marking
9. Approval of Payroll

IV. NEW BUSINESS

1. Abatement Services Contract with B&L Hazard Eco-Clean, LLC
2. Abatement Services Contract with 4 U Lawn & Landscape
3. Approve Change Order Package #2 for the Hopewell East Project.
4. Approve Change Order #4 for the Jackson Creek Trail PH II Project
5. Resolution 2024-015, Right-of-Way Encroachment Agreement for Grease Interceptor at 405 E. 4th St.
6. Acceptance of a Public Improvement Bond for Ralston Subdivision
7. Temporary Lane Closure Request from Smithville on W. 3rd St., S. College Ave., and N. Walnut St.
8. Re-Issuance of Permit for W. 17th St. from N. Walnut St. to I-69 for AEG
9. Road and Sidewalk Closure Request from Pavilion Properties at 401 S. Woodlawn
10. Lane Closure Request from Duke Energy on S. Woods Bend
11. Contract with CE Solutions for Repairs at the Walnut Street Garage

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

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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, March 26, 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 – In Person

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Chris Wheeler – Legal
Aleksandrina Pratt – Legal
Rob Council – HAND
Aiden Southern – Police
Neil Kopper – Engineering
Jess Goodman – Parking Services

MESSAGES FROM BOARD MEMBERS

None

Chris Wheeler, Legal, and Rob Council, HAND, presented Abatement at 410 S. Highland. See meeting packet for details.

TITLE VI ABATEMENTS
Abatement at 410 S. Highland

Board Comments: Cox Deckard stated that she saw there were violations for scattered garbage and overgrowth. She asked if the property was in violation of both. Council said yes. Karon asked why there was periods of time between the notices of violation and why the fines went straight from a warning to a hundred dollars. Council stated that the property had been in compliance for a short time, but he had been following up and it had become over grown again. Karon asked if there has been a prior continuous abatement on the property. Council responded he was not aware of any. Cox Deckard noticed that one of the images showed contents in the interior. She asked if the abatement process included the interior. Council said they will not be entering the structure. Karon asked if the unsafe order is going simultaneously. Council confirmed.

Karon made a motion to approve the Abatement at 410 S. Highland. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Aleksandrina Pratt, Legal, and Aiden Southern, Police, presented Appeal Noise Violation # 42022 at 1521 W. Issac Drive.

PETITIONS AND REMONSTRANCES
Appeal Noise Violation # 42022 at 1521 W. Issac Drive

David Perdomo, Appellant, stated his appeal. He stated the music had been turned off for at least a couple of hours before officers arrived. He went on to state that the ticket given to him was blank, with nothing written on it.

Board Comments: Karon asked Officer Southern about the ticket being largely blank and what portion would be completed while at the property. Southern explained that some calls require a report and some don't. Calls that don't require reports are entered as call notes, which is how he entered the noise citation. Cox Deckard asked Southern how it was determined that the people outside were associated with the residence. Southern stated that an off-duty officer lives in that complex and she stated she had watched people entering and exiting. Cox Deckard asked if they could hear music from outside when they arrived. Southern stated there was very loud music and screaming.

Karon made a motion to deny the Appeal Noise Violation # 42022 at 1521 W. Issac Drive. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

CONSENT AGENDA

1. Approval of Minutes; March 12, 2024
2. Resolution 2024-011; 4th Street Festival
3. Resolution 2024-012; International Festival
4. Resolution 2024-013; New Mobile Vendor; Reyes Taco
5. Renewal of Hill's Pet, Shelter & Love Program
6. 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.

Neil Kopper, Engineering, presented Amendment #3 to Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for Neighborhood Greenway Projects. See meeting packet for details.

Board Comments: None

Karon made a motion to approve the Amendment #3 to Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for Neighborhood Greenway Projects. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Neil Kopper, Engineering, presented Preliminary Engineering Contract with Etica Group for the Dunn St. Sidewalk Project. See meeting packet for details.

Board Comments: None

Karon made a motion to approve the Preliminary Engineering Contract with Etica Group for the Dunn St. Sidewalk Project. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Adam Wason, Public Works, on the behalf of Engineering, presented Sidewalk Closure Request from Taycon on N. Kingston Dr. See meeting packet for details.

Board Comments: Cox Deckard mentioned that the maintenance of traffic plan was discussed in the work session and that pedestrian traffic would be rerouted to the sidewalk on the other side of the street.

Karon made a motion to approve the Sidewalk Closure Request from Taycon on N. Kingston Dr. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Jess Goodman, Parking Services, presented Contract with Harrell Fish, Inc. (HFI) to Repair Condensing HVAC Units at 4th Street Garage. See meeting packet for details.

Board Comments: Karon asked if the first location, which Wason had mentioned in the work session as having the same repairs, was working properly. Goodman said yes.

Karon made a motion to approve the Contract with Harrell Fish, Inc. (HFI) to Repair Condensing HVAC Units at 4th Street Garage. Roach seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

Wason, Public Works, gave an update about the AEG city-wide broadband project. He stated that a stop work order had been issued to AEG, and that conversations were ongoing as they were trying to seek solutions to issues that were occurring. Wason also spoke about the eclipse and stated City staff is continuing to coordinate with partner agencies across the

NEW BUSINESS

Amendment #3 to Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for Neighborhood Greenway Projects

Preliminary Engineering Contract with Etica Group for the Dunn St. Sidewalk Project

Sidewalk Closure Request from Taycon on N. Kingston Dr.

Contract with Harrell Fish, Inc. (HFI) to Repair Condensing HVAC Units at 4th Street Garage

STAFF REPORTS & OTHER BUSINESS

City and County. He stated that City Hall will be closed to the public and staff are encouraged to take PTO. However, there will be many departments functioning with full staff. Cox Deckard stated that there will be an impact on parking garages during this event. Wason said that the garages will be operational, but the top floor of all of the garages will be closed to traffic. Wason also stated the work session will be canceled for Monday April 8th, 2024. The regularly scheduled meeting on Tuesday April 9th, 2024 will take place

Board Comments: Roach asked Wason about rumors regarding ambulance lanes on the bypass and one way direction on the highway. Wason said all the public safety agencies are keeping the hospital in mind when thinking about traffic management. He reminded the public that Public Safety vehicles have the right-of-way when responding to emergencies. Cox Deckard made a suggestion for residents to walk to where they want to go and exercise additional patience towards others.

Karon made a motion to approve claims in the amount of 854,947.81. Cox Deckard seconded. Cox Deckard took a roll call vote, all in favor, motion is passed.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment at 5:55 p.m.

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Approve Amendment 1 to On-Call Engineering Services Contract with Rundell Ernstberger Associates, Inc.

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 4/9/2024

Report: This is an existing contract with Rundell Ernstberger Associates (REA) to provide as-needed assistance with engineering services. This amendment adds hourly rates for additional staff classifications to the contract. These additional rates will provide the flexibility to improve response times and allow some tasks to be performed by REA staff with lower hourly rates. The contract not-to-exceed amount remains unchanged at \$154,143.60. Work tasks will be assigned on an as-needed basis with fees based on hourly rates.

**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES
FOR ON-CALL ENGINEERING SERVICES
WITH RUNDELL ERNSTBERGER ASSOCIATES, INC.**

This Addendum supplements the Agreement for Consulting Services with Rundell Ernstberger Associates, Inc. (“Agreement”) for On-Call Engineering Services which was entered into on July 3rd, 2023, as follows:

1. **See Exhibit B Compensation**: Exhibit B of the Agreement describes the total maximum project cost and hourly rate for work provided by Rundell Ernstberger Associates, Inc. during this Project. Exhibit B is hereby amended to include the list of hourly rates in the attached document titled “REA 2023-24 City of Bloomington Rates.”
2. In all other aspects, the Agreement shall remain in effect as originally written.

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

OWNER

CONSULTANT

Kyla Cox Deckard
President, Board of Public Works

Kevin Osburn, PLA
Partner

Elizabeth Karon
Vice President, Board of Public Works

Date: _____

James Roach
Secretary, Board of Public Works

Date: _____

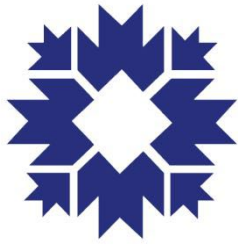
Kerry Thomson
Mayor

Date: _____

REA 2023-24 CITY OF BLOOMINGTON RATES

ON-CALL SERVICES

| CLASSIFICATION | INDOT APPROVED RATE (Average per Classification) | INDOT Approved Overhead | Labor Plus Overhead | Allowable Profit | Capital Cost of Money | RATES | | | | |
|--------------------------|---|-------------------------------|------------------------|---------------------|--------------------------|-------------------|----------|-------------------|------------------------------------|--------------------|
| | | | | | | 8.7% Inflation | | 4.0% Inflation | Blended Rate (1/2 '23, 1/2 '24) | Average Rounded |
| | | | | | | 2022 | 2023 | 2024 | | |
| Team Leader | \$117.08 | \$217.35 | \$334.43 | \$35.11 | \$0.00 | \$369.54 | \$401.69 | \$417.76 | \$409.73 | \$410.00 |
| Principal LA (LA 4) | \$57.18 | \$106.15 | \$163.33 | \$17.15 | \$0.00 | \$180.48 | \$196.18 | \$204.03 | \$200.10 | \$200.00 |
| Senior LA (LA III) | \$42.28 | \$78.49 | \$120.77 | \$12.68 | \$0.00 | \$133.45 | \$145.06 | \$150.86 | \$147.96 | \$148.00 |
| Associate LA (LA II) | \$34.44 | \$63.93 | \$98.37 | \$10.33 | \$0.00 | \$108.70 | \$118.16 | \$122.89 | \$120.52 | \$121.00 |
| Civil Engineer 3 | \$52.89 | \$98.18 | \$151.07 | \$15.86 | \$0.00 | \$166.94 | \$181.46 | \$188.72 | \$185.09 | \$185.00 |
| Staff LA (LA I) | \$30.13 | \$55.93 | \$86.06 | \$9.04 | \$0.00 | \$95.10 | \$103.37 | \$107.51 | \$105.44 | \$105.00 |
| LA Tech | \$18.00 | \$33.42 | \$51.42 | \$5.40 | \$0.00 | \$56.81 | \$61.76 | \$64.23 | \$62.99 | \$63.00 |
| Planner 3 | \$77.16 | \$143.24 | \$220.40 | \$23.14 | \$0.00 | \$243.54 | \$264.73 | \$275.32 | \$270.02 | \$270.00 |
| Planner 2 | \$39.47 | \$73.27 | \$112.74 | \$11.84 | \$0.00 | \$124.58 | \$135.42 | \$140.84 | \$138.13 | \$138.00 |
| Planner 1 | \$24.62 | \$45.70 | \$70.32 | \$7.38 | \$0.00 | \$77.71 | \$84.47 | \$87.85 | \$86.16 | \$86.00 |
| Construction Inspector I | \$41.44 | \$76.93 | \$118.37 | \$12.43 | \$0.00 | \$130.80 | \$142.18 | \$147.86 | \$145.02 | \$145.00 |
| Clerical I | \$35.44 | \$65.79 | \$101.23 | \$10.63 | \$0.00 | \$111.86 | \$121.59 | \$126.46 | \$124.02 | \$124.00 |



**CITY OF
BLOOMINGTON**
ECONOMIC AND SUSTAINABLE DEVELOPMENT

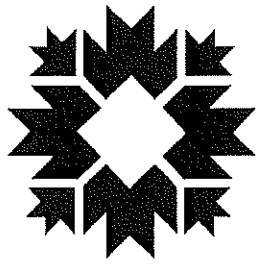
Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2024-21
Petitioner/Representative: Steve Wilkos, Owner of Rita's Ice, LLC
Staff Representative: Susan Coates
Meeting Date: 04/09/2024

Rita's Ice, LLC, by its owner, Steve Wilkos, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

| | |
|--|--|
| Business Name | Rita's Ice, LLC |
| License Type | Mobile Vendor License |
| Contact | Steve Wilkos |
| Phone | 201-926-0227 |
| Email | wilkos908@gmail.com |
| BPW Resolution No (if applicable) | 2024-21 |
| Issue Date of License | 4/15/2024 |
| Expiration Date of License | 4/15/2025 |
| Scanned? | <input checked="" type="checkbox"/> |
| Renewal Date for License | 4/15/2025 |
| Department Head | Jane Kupersmith |
| Record Destruction Date | 4/15/2028 |
| ESD Tracking No | N/A |
| Document Physical Filing Location | 2-drawer file cabinet at ESD Admin's desk |
| Document Digital Filing Location | I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses |

Rita's Ice.
Res 24-21



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

| | | | | | | | |
|--------------------|-----------------------------------|---------------------------------|---------------------------------|----------------------------------|-----------------------------------|-----------------------------------|--|
| Length of License: | <input type="checkbox"/> 24 Hours | <input type="checkbox"/> 3 Days | <input type="checkbox"/> 7 Days | <input type="checkbox"/> 30 Days | <input type="checkbox"/> 3 Months | <input type="checkbox"/> 6 Months | <input checked="" type="checkbox"/> 1 Year |
| License Fee: | \$25 | \$30 | \$50 | \$75 | \$150 | \$200 | \$350 |

*pol
OK # 1057*

2. Applicant Information

| | | | |
|-------------------|---------------------|---------------|--|
| Name: | STEVE WILKOS | | |
| Title/Position: | OWNER | | |
| Date of Birth: | 09-08-1963 | | |
| Address: | 16520 VINTAGE CT N | | |
| City, State, Zip: | WESTFIELD IN 46062 | | |
| E-Mail Address: | WILKOS908@GMAIL.COM | | |
| Phone Number: | 201-926-0227 | Mobile Phone: | |

3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

| | | | |
|-------------------|--|---------------|--|
| Name: | | | |
| Address: | | | |
| City, State, Zip: | | | |
| E-Mail Address: | | | |
| Phone Number: | | Mobile Phone: | |

Received in ESD
APR 03 2024

4. Company Information

| | | | | | |
|------------------------|---|--------------------------------------|--------------------------------------|--|---------------------------------|
| Name of Employer: | RITAS ICE | | | | |
| Address of Employer: | 430 E KIRKWOOD AVE | | | | |
| City, State, Zip: | Bloomington IN 4606 47403 | | | | |
| Employment Start Date: | End Date (If known): | | | | |
| Phone Number: | | | | | |
| Website / Email: | | | | | |
| Company is a: | <input checked="" type="checkbox"/> Limited Liability Corporation (LLC) | <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Other: |

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

| Name | Address |
|--------------|--------------------------------|
| STEVE WILKOS | 16520 Vintage CTN WESTFIELD IN |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

6. Company Incorporation Information (For Corporations and LLCs Only)

| | |
|---|---------------|
| Date of incorporation or organization: | DECEMBER 2022 |
| State of incorporation or organization: | INDIANA |
| (If Not Indiana) Date qualified to transact business in state of Indiana: | |

7. Description of product or service to be sold and any equipment to be used

| | |
|---|---|
| | |
| Planned hours of operation: | FLEXIBLE |
| Place or places where you will conduct business (If private property, attach written permission from property owner): | EVENTS / Public Street |
| Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes. | Please Attach |
| Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| (If Yes) Provide details | |

Rita's Ice

8. You are required to secure, attach, and submit the following:

exp:

| | |
|-------------------------------------|--|
| <input type="checkbox"/> | A copy of the registration for the vehicle |
| <input checked="" type="checkbox"/> | Copy of a valid driver's license |
| <input checked="" type="checkbox"/> | Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license |
| <input type="checkbox"/> | Proof of an independent safety inspection of all vehicles to be used in the business |
| <input checked="" type="checkbox"/> | Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none">• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate |
| <input checked="" type="checkbox"/> | Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business. |
| <input checked="" type="checkbox"/> | A copy of the business's registration with the Indiana Secretary of State. |
| <input type="checkbox"/> | A copy of the Employer Identification Number (EIN) 84-3818841 |
| <input checked="" type="checkbox"/> | A signed copy of the Prohibited Location Agreement |
| <input checked="" type="checkbox"/> | A signed copy of the Standards of Conduct Agreement |
| <input type="checkbox"/> | Fire inspection (if required) |
| <input checked="" type="checkbox"/> | Picture of truck or trailer |
| <input checked="" type="checkbox"/> | Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler |

Q

n/A

For City Of Bloomington Use Only

| | | | |
|-----------------------------------|---------------------------------|------------------------------|---------------------------------|
| Received in ESD | Received By: <i>[Signature]</i> | Date Approved: <i>4/4/24</i> | Approved By: <i>[Signature]</i> |
| Date Received: APR 03 2024 | | | |



State Form 48089 (R5/7-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

| | | | | | | | | | | | | | |
|--|-----------------------------|------------------------|----------------------|-------------------------|-----------------------|-------------------------|--|-------------------|-----------------|-------------|--------------|------------|-------------------------|
| CLASS 13 | AGE 3 | ISSUE DATE 01/08/24 | PUR DATE 01/10/22 | COUNTY 29 - HAMILTON | TP R | PL YR 24 | PLATE TK1690IB | PL TP GT | WEIGHT 11 | PR YR 23 | LS Y | TYPE GT | PRIOR YR PL TK1690IB |
| EXPIRATION DATE 01/31/25 | MUNICIPALITY NOBLESVILLE | | | VEHICLE YEAR 21 | MAKE FOR | MODEL TRA | VEHICLE IDENTIFICATION NUMBER 1FDBF6P80MKA66883 | | | TYPE VA | COLOR WHI | | |
| CURRENT YEAR TAX | EX TAX 184.00 | EX CREDIT 0.00 | DAV CREDIT 0.00 | NET EX TAX 184.00 | CO. WHEEL/SUR 0.00 | MUN. WHEEL/SUR 25.00 | STATE REG FEE 45.35 | ADMIN FEE 0.00 | TOTAL 254.35 | | | | |
| PRIOR YEAR TAX | EX TAX 0.00 | EX CREDIT 0.00 | DAV CREDIT 0.00 | NET EX TAX 0.00 | CO. WHEEL/SUR 0.00 | MUN. WHEEL/SUR 0.00 | STATE REG FEE 0.00 | ADMIN FEE 0.00 | TOTAL 0.00 | | | | |
| REGISTRATION LICENSE TYPE TRUCK 11,000 GENERAL TRUCK NEW FORMAT | | | | | | | | | | | | | |

INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line.
5. Next, lift up corner of decal where card is creased.
6. Decal is fragile peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.



WILKI BOYZ TREATS LLC



16520 VINTAGE CT N
NOBLESVILLE IN 46062

0101

Legal Address
16520 VINTAGE CT N
NOBLESVILLE IN 46062



000.00.000



PEEL HERE



STATE OF INDIANA

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner
Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, Indiana 46204

Certification of Driver's Record

For: STEVEN LESTER WILKOS
DOB: 09/08/1963
STATUS: VALID as of 04/04/2024
NUMBER of DOCUMENTS: 1

I, Rebekah Erwin, Director of Driver Records of the Indiana Bureau of Motor Vehicles and custodian of its records, hereby attest that the attached is a true and complete copy of the record, as requested, and as it appears in the files of the Indiana Bureau of Motor Vehicles.

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 4th of April, 2024.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

BUREAU OF MOTOR VEHICLES

100 North Senate Avenue
Indianapolis, Indiana 46204
Telephone: (888) 692-6841

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner

Indiana Official Driver Record

As of 04/04/2024 11:13 am

**** NOTE:** The BMV only retains supporting documentation for a period of 10 years **

STEVEN LESTER WILKOS
16520 VINTAGE CT N
WESTFIELD, IN 46062-6017

License number: 9370-11-4212
License type: DRIVERS
License expires: 09/08/2024
License status: VALID
SR22: Not needed

Birth date: 09/08/1963 Gender: MALE Current points: 0
Social Security #:

Physical Description: Height: 6'0" Weight: 195lbs Hair color: BLOND Eye color: BLUE Donor: T

Endorsements: None

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)
-- (** indicates closed/expired active suspensions stayed)

No Suspensions were found.

Pending Suspension Information
No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)
No Disqualifications were found.

Pending Disqualification Information
No Pending Disqualifications were found.

Out of State Withdrawal Information
No OOS Withdrawals were found.

Convictions -- (* indicates active points)

No Convictions were found.

Mailing Addresses

| ID | Effective Date | Street Address | City | State | ZIP Code |
|----|----------------|--------------------|-----------|-------|------------|
| 2 | 10/15/2022 | 16520 VINTAGE CT N | WESTFIELD | IN | 46062-6017 |
| 1 | 05/25/2018 | 16520 VINTAGE CT N | WESTFIELD | IN | 46062-6017 |

Legal Addresses

| ID | Effective Date | Street Address | City | State | ZIP Code |
|----|----------------|--------------------|-----------|-------|------------|
| 1 | 05/25/2018 | 16520 VINTAGE CT N | WESTFIELD | IN | 46062-6017 |

Credential Issuance

Interim Credential Issue Date: 5/25/2018, Expiration Date: 6/24/2018, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 12391682

Issue Date: 05/25/2018, Issue Drivers, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 09/08/2024

Remarks

No Remarks were found.

* End of Driver Record *

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Christian Brothers Auto
INSPECTOR'S NAME Josh Linnhart INSPECTOR'S PHONE # 317-848-5511
DATE OF INSPECTION 4-4-2024
NAME OF FOOD TRUCK Rita's Ice
VEHICLE YEAR 2022 MAKE Ford MODEL Transit
VIN 1FDBF6P80MKA66883

| | PASS | FAIL | COMMENTS |
|---------------------------------|------|------|--------------|
| LIGHTS (Front & Rear) | ✓ | | |
| FLASHERS | ✓ | | |
| REFLECTORS | ✓ | | |
| HORN | ✓ | | |
| WINDSHIELD WIPERS | ✓ | | |
| MIRRORS | ✓ | | |
| SEATBELTS | ✓ | | |
| BUMPER HEIGHT | ✓ | | |
| ALL WINDOWS | ✓ | | |
| MUFFLER | ✓ | | |
| TIRES | ✓ | | |
| BRAKES | ✓ | | |
| DOORS | ✓ | | |
| GENERAL CONDITION OF VEHICLE | ✓ | | <u>great</u> |

Attach this completed Inspection Sheet with your permit or renewal application
and remit to:
City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419



WILKI-2

OP ID: JR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--------------------------------------|---|
| PRODUCER DAR The Rocchio Agency 4660 Lisborn Drive Carmel, IN 46033 David A. Rocchio | 317-816-0789 | CONTACT NAME: JOE ROCCHIO PHONE (A/C, No, Ext): 317-816-0789 FAX (A/C, No): 317-816-0789 E-MAIL ADDRESS: Jrocchio@rocchioinsurance.com |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURER A: FRANKENMUTH INSURANCE | | NAIC # 13986 |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED
 WILKI BOYZ TREATS LLC
 WILKI BOYZ TREATS II, LLC
 WILKI BOYZ TREATS III, LLC
 16520 VINTAGE COURT N
 WESTFIELD, IN 46062

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | X | 6674535 | 01/05/2024 | 01/05/2025 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | X | X | 6702068 | 01/05/2024 | 01/05/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | X | | 6674536 | 01/05/2024 | 01/05/2025 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | BUSINESS | | | 6674535 | 01/05/2024 | 01/05/2025 | LIMIT 100,000 DED 1,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE HOLDER NOTES

| | |
|---|---|
| CERTIFICATE HOLDER The Trustees of Indiana University c/o Office of Insurance, Loss Control & Claims 2805 E. 10th Street Smith Research 110 Bloomington, IN 47408 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE David A. Rocchio |

COMMERCIAL AUTO EVIDENCE OF INSURANCE ADDITIONAL INSURED LESSOR

| Insured: WILKI BOYZ TREATS LLC 110 W Main St Ste 127 Carmel, IN 46032-1796 | Agent: The Rocchio Agency 4660 Lisborn Drive Carmel, IN 46033 (317) 816-0789 | |
|---|---|------------------------------------|
| Policy Number: 6702068 | Effective Date: 01/05/2024 | Expiration Date: 01/05/2025 |
| This Evidence of Insurance verifies that the insurance coverages and limits shown below have been issued to the named insured by the above insurer. Coverage is in force as of the effective date shown above. These coverages are subject to the policy provisions. This evidence of insurance is issued as a matter of information only and confers no rights upon the evidence holder. This evidence of insurance does not amend, extend, or alter the coverage, terms, exclusions and conditions afforded by the policy or policies referenced herein. | | |
| DESCRIPTION OF AUTOS | | |
| YEAR | MAKE | SERIAL NUMBER |
| 2021 | FORD Transit T350HD Cutaway 3.5L EcoBoost V6 RWD, Extended, w/Hydraulic Brakes, traction control, 9950 GVW | 1FDBF6P80MKA66883 |
| COVERAGES | LIMIT OF INSURANCE | |
| Liability | \$1,000,000 Each "Accident" | |
| Comprehensive | ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$1,000 For Each Covered "Auto" | |
| Collision | ACTUAL CASH VALUE OR COST OF REPAIR WHICHEVER IS LESS; MINUS: \$1,000 For Each Covered "Auto" | |
| Liability | \$1,000,000 Each "Accident" | |
| SPECIAL CONDITIONS: | | |
| ADDITIONAL INTEREST NAME: The Bancorp Bank | | |

MAILING INFORMATION:

The Bancorp Bank
 PO Box 4307
 Port Deposit, MD 21904

Kerry Thomson
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
p. 812.349.3418
f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

STEVE WILKOS

Name, Printed



Signature

4-2-2024

Date Release Signed

Kerry Thomson
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT
p. 812.349.3418
f. 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- No mobile food vendor unit shall locate in an alleyway.
- Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: STEVE WILKOS

Signature: 

Date: 4-2-2024

Kerry Thomson
Mayor
CITY OF BLOOMINGTON
401 N. Morton St Suite 130
P.O. Box 100
Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**
p. 812.349.3418
f. 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants
- No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
 - The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
 - Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure;
 - Provide a barrier between the grill or device and the general public;
 - The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- No mobile food vendor unit shall ever be left unattended
- Mobile food vendor units shall not be stored, parked or left overnight on any City property
- All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- No mobile food vendor shall have a drive-thru
- The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
 - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: STEVE Wilkes

Signature: Steve Wilkes

Date: 4-2-2024

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
11/26/2019 01:38 PM

Formed pursuant to the provisions of the Indiana Code.

BUSINESS ID 201911261359073
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME WILKI BOYZ TREATS, LLC
PRINCIPAL OFFICE ADDRESS 16520 Vintage Court North, Noblesville, IN, 46062, USA

REGISTERED AGENT TYPE Individual
NAME Steven L. Wilkos
ADDRESS 16520 Vintage Court North, Noblesville, IN, 46062, USA
SERVICE OF PROCESS EMAIL filing@acs123.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted.

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 11/26/2019
EFFECTIVE TIME 01:06PM

TITLE Member
NAME Steven L. Wilkos
ADDRESS 16520 Vintage Court North, Noblesville, IN, 46062, USA

THE LLC WILL BE MANAGED BY MANAGER(S) No



Mobile Food Service Establishment License

Monroe County Health Department

This is to certify that:

Rita's Ice Truck
Wilki Boyz Treats LLC
110 W. Main Street
Carmel, IN 46062

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.




Issued:

3/5/2024

2024

By


Monroe County Health Officer

NON-NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 28, 2025

ServSafe® CERTIFICATION

STEVEN WILKOS

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)–Conference for Food Protection (CFP).

23224205

CERTIFICATE NUMBER

10795

EXAM FORM NUMBER

2/6/2023

DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

2/6/2028

DATE OF EXPIRATION



#0655

Sherman Brown
Executive Vice President, National Restaurant Association Solutions



INDIANA INSURANCE IDENTIFICATION CARD

COMMERCIAL **PERSONAL**

COMPANY NUMBER
13986

COMPANY
FRANKENMUTH INSURANCE

POLICY NUMBER
6702068

EFFECTIVE DATE
01/05/24

EXPIRATION DATE
01/05/25

YEAR MAKE/MODEL
2021 FORD TRANSIT

VEHICLE IDENTIFICATION NUMBER
1FDBF6P80MKA66883

NAME OF AGENCY ISSUING CARD
DAR The Rocchio Agency

PHONE NUMBER OF AGENCY
317-816-0789

AGENCY ADDRESS
**4660 Lisborn Drive
Carmel, IN 46033**

INSURED
**WILKI BOYZ TREATS LLC
16520 VINTAGE COURT N
WESTFIELD, IN 46062**

L

SEE IMPORTANT NOTICE ON REVERSE SIDE

RESOLUTION 2024-21
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
Rita's Ice, LLC

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington (“City”);

WHEREAS, Rita's Ice, LLC (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health Department;

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090;

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen food truck or trailer; and

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking and sidewalks is provided by the Board of Public Works via resolution;

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen food truck or trailer for 1 year beginning 4/15/2024, and ending on 4/15/2025.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City’s Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers’ Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS THE 9th DAY OF APRIL, 2024.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

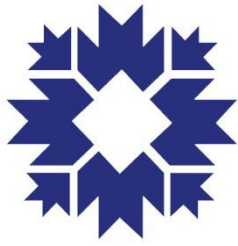
Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2024-21 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Steve Wilkos

Date: _____



**CITY OF
BLOOMINGTON**
ECONOMIC AND SUSTAINABLE DEVELOPMENT

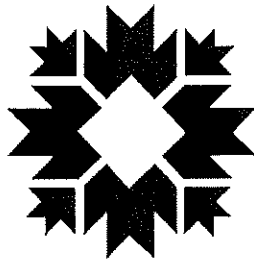
Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2024-016
Petitioner/Representative: Julia Tobin, Owner of Bloomingbowls
Staff Representative: Susan Coates
Meeting Date: 04/09/2024

Bloomingbowls, by its owner, Julia Tobin, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile kitchen food truck or trailer.

This application is for 1 year.

Staff is supportive of the request.



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Business License Cover Sheet

| | |
|--|--|
| Business Name | Bloomingbowls |
| License Type | Mobile Vendor License |
| Contact | Julia Tobin |
| Phone | 812-345-3399 |
| Email | bloomingbowls@gmail.com |
| BPW Resolution No (if applicable) | 2024-016 |
| Issue Date of License | 5/23/2024 |
| Expiration Date of License | 5/23/2025 |
| Scanned? | <input checked="" type="checkbox"/> |
| Renewal Date for License | 5/23/2025 |
| Department Head | Jane Kupersmith |
| Record Destruction Date | 5/23/2028 |
| ESD Tracking No | N/A |
| Document Physical Filing Location | 2-drawer file cabinet at ESD Admin's desk |
| Document Digital Filing Location | I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses |

Date:

Blooming Bows



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

pd chk# 314

| | | | | | | | |
|--------------------|-----------------------------------|---------------------------------|---------------------------------|----------------------------------|-----------------------------------|-----------------------------------|--|
| Length of License: | <input type="checkbox"/> 24 Hours | <input type="checkbox"/> 3 Days | <input type="checkbox"/> 7 Days | <input type="checkbox"/> 30 Days | <input type="checkbox"/> 3 Months | <input type="checkbox"/> 6 Months | <input checked="" type="checkbox"/> 1 Year |
| License Fee: | \$25 | \$30 | \$50 | \$75 | \$150 | \$200 | \$350 |

2. Applicant Information

| | | | |
|-------------------|--------------------------|---------------|----------------|
| Name: | Julia H Tobin | | |
| Title/Position: | Owner | | |
| Date of Birth: | 01/12/1968 | | |
| Address: | 4307 E BILL MALLORY BLVD | | |
| City, State, Zip: | BLOOMINGTON IN | | |
| E-Mail Address: | juliehtobin@gmail.com | | |
| Phone Number: | (812) 345-3399 | Mobile Phone: | (812) 345-3399 |

3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.

| | | | |
|-------------------|--|---------------|--|
| Name: | | | |
| Address: | | | |
| City, State, Zip: | | | |
| E-Mail Address: | | | |
| Phone Number: | | Mobile Phone: | |

Received in ESD

APR 02 2024

4. Company Information

| | | | | |
|------------------------|---|--------------------------------------|--------------------------------------|--|
| Name of Employer: | Bloomingbowls, LLC | | | |
| Address of Employer: | 4307 E BILL MALLORY BLVD | | | |
| City, State, Zip: | Bloomington, IN 47401 | | | |
| Employment Start Date: | 2/26/2020 | End Date (If known): | | |
| Phone Number: | (812) 345-3399 | | | |
| Website / Email: | https://www.bloomingbowls.com/ | | | |
| Company is a: | <input checked="" type="checkbox"/> Limited Liability Corporation (LLC) | <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietor |
| | <input type="checkbox"/> Other: | | | |

5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

| Name | Address |
|-----------------------|---|
| Julia H. Tobin, Owner | 4307 E Bill Mallory Blvd., Bloomington IN 47401 |
| | |
| | |
| | |
| | |
| | |
| | |

6. Company Incorporation Information (For Corporations and LLCs Only)

| | |
|---|------------|
| Date of incorporation or organization: | 02/26/2020 |
| State of incorporation or organization: | Indiana |
| (If Not Indiana) Date qualified to transact business in state of Indiana: | |

7. Description of product or service to be sold and any equipment to be used

| | |
|---|---|
| Frozen acai bowls containing granola, fresh fruit, and superfood toppings | |
| Planned hours of operation: | 8am-Noon, Saturdays |
| Place or places where you will conduct business (If private property, attach written permission from property owner): | Primarily Woolery Farmers Market but may attend Food Truck Friday or other special events |
| Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes. | Please Attach |
| Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| (If Yes) Provide details | |

8. You are required to secure, attach, and submit the following:

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | A copy of the registration for the vehicle |
| <input checked="" type="checkbox"/> | Copy of a valid driver's license |
| <input checked="" type="checkbox"/> | Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license |
| <input checked="" type="checkbox"/> | Proof of an independent safety inspection of all vehicles to be used in the business |
| <input checked="" type="checkbox"/> | Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate |
| <input checked="" type="checkbox"/> | Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business. |
| <input checked="" type="checkbox"/> | A copy of the business's registration with the Indiana Secretary of State. |
| <input checked="" type="checkbox"/> | A copy of the Employer Identification Number (EIN) |
| <input checked="" type="checkbox"/> | A signed copy of the Prohibited Location Agreement |
| <input checked="" type="checkbox"/> | A signed copy of the Standards of Conduct Agreement |
| <input type="checkbox"/> | Fire inspection (if required) <i>N/A</i> |
| <input checked="" type="checkbox"/> | Picture of truck or trailer |
| <input checked="" type="checkbox"/> | Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler |

For City Of Bloomington Use Only

| | | | |
|------------------------|--------------------|----------------|--------------|
| Received in ESD | | Date Approved: | Approved By: |
| Date Received: | Received By: | 4/2/2024 | Susan Coates |
| APR 02 2024 | <i>[Signature]</i> | | |



State Form 48096 (R5/7-17)
Approved by State Board of
Accounts 2017

INDIANA CERTIFICATE OF VEHICLE REGISTRATION

| | | | | | | | | | | | | | |
|--|-----------------------------|------------------------|----------------------|-----------------------|------------------------|------------------------|---|--------------------|-----------------|-------------|------------------|------------|-----------------------|
| CLASS 1 | AGE 57 | ISSUE DATE 11/15/23 | PUR DATE 03/11/21 | COUNTY 53 - MONROE | TP R | PL YR .23 | PLATE BBACAI | PL TP PL | WEIGHT | PR YR 22 | LS N | TYPE PL | PRIOR YR PL BBACAI |
| EXPIRATION DATE 11/14/24 | MUNICIPALITY BLOOMINGTON | | | VEHICLE YEAR 66 | MAKE UNK | MODEL UNK | VEHICLE IDENTIFICATION NUMBER V17375 | | | TYPE RV | COLOR YEL/WHI | | |
| CURRENT YEAR TAX | EX TAX 12.00 | EX CREDIT 0.00 | DAV CREDIT 0.00 | NET EX TAX 12.00 | CO. WHEEL/SUR 40.00 | MUN. WHEEL/SUR 0.00 | STATE REG FEE 29.35 | ADMIN FEE 60.00 | TOTAL 141.35 | | | | |
| PRIOR YEAR TAX | EX TAX 0.00 | EX CREDIT 0.00 | DAV CREDIT 0.00 | NET EX TAX 0.00 | CO. WHEEL/SUR 0.00 | MUN. WHEEL/SUR 0.00 | STATE REG FEE 0.00 | ADMIN FEE 0.00 | TOTAL 0.00 | | | | |
| REGISTRATION LICENSE TYPE PERSONALIZED RV | | | | | | | | | | | | | |

INSTRUCTIONS FOR APPLYING PLATE DECALS:

1. Verify plate number and decal match.
2. Do not attempt to apply decal if temperature is below -10 degrees Fahrenheit.
3. Clean and dry plate before affixing new decal.
4. Remove decal by bending corner of card under decal along dotted line.
5. Next, lift up corner of decal where card is creased.
6. Decal is fragile peel decal off slowly.
7. Place decal in the upper right corner of your license plate.
8. Rub or press firmly around edges of decal after applying.



Legal Address
4307 E BILL MALLORY BLVD.
BLOOMINGTON IN 47401-8635

JULIA HOPE TOBIN



0103

4307 E BILL MALLORY BLVD
BLOOMINGTON IN 47401-8635



000.00.000



PEEL HERE



STATE OF INDIANA

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner
Bureau of Motor Vehicles
100 North Senate Avenue
Indianapolis, Indiana 46204

Certification of Driver's Record

For: JULIA HOPE TOBIN
DOB: 01/12/1968
STATUS: VALID as of 03/20/2024
NUMBER of DOCUMENTS: 1

I, Rebekah Erwin, Director of Driver Records of the Indiana Bureau of Motor Vehicles and custodian of its records, hereby attest that the attached is a true and complete copy of the record, as requested, and as it appears in the files of the Indiana Bureau of Motor Vehicles.

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 20th of March, 2024.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

BUREAU OF MOTOR VEHICLES

100 North Senate Avenue
Indianapolis, Indiana 46204
Telephone: (888) 692-6841

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner

Indiana Official Driver Record

As of 03/20/2024 8:53 am

**** NOTE:** The BMV only retains supporting documentation for a period of 10 years ******

JULIA HOPE TOBIN
4307 E BILL MALLORY BLVD
BLOOMINGTON, IN 47401-8635

License number: 0090-31-7390
License type: DRIVERS W/ MC
License expires: 01/12/2030
License status: VALID
SR22: Not needed

Birth date: 01/12/1968 Gender: FEMALE Current points: 0
Social Security #:

Physical Description: Height: 5'7" Weight: 190lbs Hair color: BLOND Eye color: BLUE Donor: T

Endorsements: MOTORCYCLE

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)
-- (** indicates closed/expired active suspensions stayed)

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

| Disposition Date | Pts | Offense Description | Offense Date | Court / Case Number | Susp IDs | Disq IDs | CMV | Hazmat |
|------------------|-----|---------------------|--------------|--------------------------------------|----------|----------|-----|--------|
| 08/07/1997 | 0 | SEAT BELT VIOLATION | 05/20/1997 | MONROE CIRCUIT #6 / 53C0697061F03222 | | | No | No |

Mailing Addresses

| ID | Effective Date | Street Address | City | State | ZIP Code |
|----|----------------|--------------------------------|-------------|-------|------------|
| 15 | 11/02/2013 | 4307 E BILL MALLORY BLVD | BLOOMINGTON | IN | 47401-8635 |
| 14 | 06/01/2011 | 4307 E BILL MALLORY BLVD | BLOOMINGTON | IN | 47401-8635 |
| 13 | 10/28/2009 | 4307 E. BILL MALLORY BOULEVARD | BLOOMINGTON | IN | 47401-7431 |
| 12 | 09/03/2009 | 4307 E. BILL MALLOR BOULEVARD | BLOOMINGTON | IN | 47401-7431 |
| 11 | 04/07/2004 | 54 HICKORY HEIGHTS DR | BEDFORD | IN | 47421 |
| 10 | 04/07/2004 | 54 HICKORY HEIGHTS DR | BEDFORD | IN | 47421-7431 |
| 9 | 10/01/2001 | 54 HICKORY HEIGHTS DR | BEDFORD | IN | 47421 |
| 8 | 10/01/2001 | 54 HICLORY HEIGHTS DR | BEDFORD | IN | 47421 |
| 7 | 03/13/2000 | RR 9 BOX 444 | BEDFORD | IN | 47421 |
| 6 | 03/13/2000 | RR 9 BOX 444 | BEDFORD | IN | 47421 |
| 5 | 01/20/1998 | RT 9 BOX 444 | BEDFORD | IN | 47421 |
| 4 | 01/20/1998 | RT 9 BOX 444 | BEDFORD | IN | 47421 |
| 3 | 09/26/1996 | RT 11 BOX 767 | BEDFORD | IN | 47421 |
| 2 | 09/26/1996 | RT 11 BOX 767 | BEDFORD | IN | 47421 |

Legal Addresses

| ID | Effective Date | Street Address | City | State | ZIP Code |
|----|----------------|--------------------------|-------------|-------|------------|
| 15 | 11/02/2013 | 4307 E BILL MALLORY BLVD | BLOOMINGTON | IN | 47401-8635 |
| 14 | 06/01/2011 | 4307 E BILL MALLORY BLVD | BLOOMINGTON | IN | 47401-8635 |
| 10 | 04/07/2004 | 54 HICKORY HEIGHTS DR | BEDFORD | IN | 47421-7431 |

Credential Issuance

Issue Date: 12/12/2023, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L,
Restrictions: None, Expiration Date: 01/12/2030

Interim Credential Issue Date: 9/22/2017, Expiration Date: 10/22/2017, Reason: RENEWAL DL W/O CARD, IN-STATE,
Control #: 11013074

Issue Date: 09/22/2017, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L,
Restrictions: None, Expiration Date: 12/12/2023

Interim Credential Issue Date: 9/25/2012, Expiration Date: 10/25/2012, Reason: AMEND DL W/O CARD, IN-STATE,
Control #: 3537831

Issue Date: 09/25/2012, Amend License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L,
Restrictions: None, Expiration Date: 09/22/2017

Issue Date: 09/07/2011, Issue Motorcycle Learner, MOTORCYCLE LEARNER'S PERMIT, Endorsements: None,
Restrictions: None, Expiration Date: 09/30/2012

Issue Date: 06/01/2011, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:
09/22/2017

Issue Date: 04/07/2004, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:
01/12/2006

Issue Date: 10/01/2001, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/12/2006

Issue Date: 03/13/2000, Amend License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/12/2002

Issue Date: 01/20/1998, Renew License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/12/2002

Issue Date: 09/26/1996, Amend License, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 01/31/1998

Issue Date: 02/09/2006, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date:
01/12/2012

Remarks

No Remarks were found.

* End of Driver Record *

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

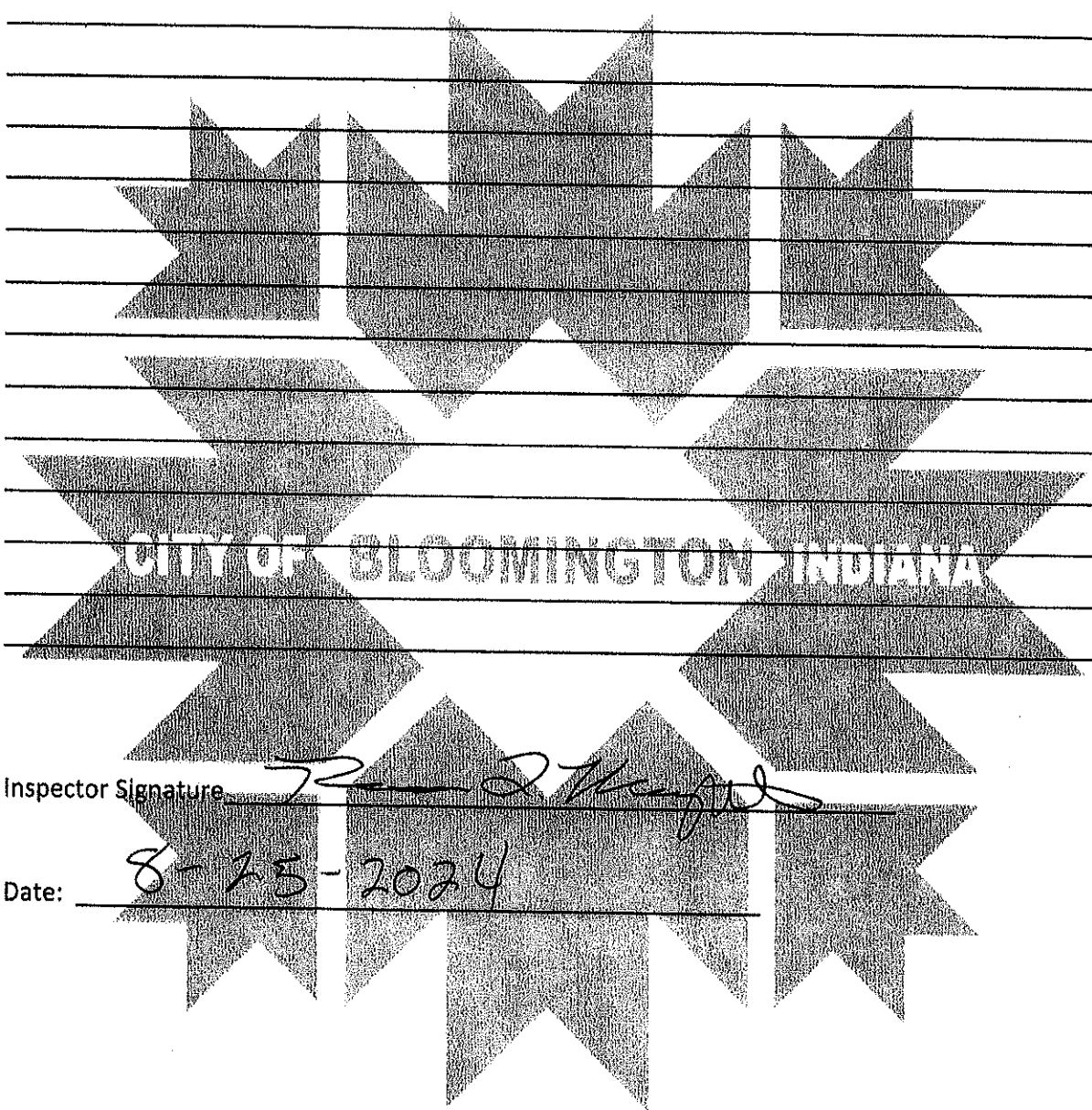
COMPANY PERFORMING INSPECTION Pomp's Tire Service
INSPECTOR'S NAME Roscoe L Knight INSPECTOR'S PHONE # 812-336-6302
DATE OF INSPECTION 3/23/2024
TAXICAB COMPANY Bloomington Bows LLC
VEHICLE YEAR 1966 MAKE Shasta MODEL Trailer
VIN V17675

| | PASS | FAIL | COMMENTS |
|---------------------------------|------|------|----------|
| LIGHTS (Front & Rear) | ✓ | | |
| FLASHERS | ✓ | | |
| REFLECTORS | ✓ | | |
| HORN | NA | | |
| WINDSHIELD WIPERS | NA | | |
| MIRRORS | NA | | |
| SEATBELTS | NA | | |
| BUMPER HEIGHT | ✓ | | |
| ALL WINDOWS | ✓ | | |
| MUFFLER | NA | | |
| TIRES | ✓ | | |
| BRAKES | NA | | |
| DOORS | ✓ | | |
| GENERAL CONDITION OF VEHICLE | ✓ | | |

Attach this completed Inspection Sheet with your permit or renewal application and remit to:

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419

Additional Comments by Inspector: _____



Inspector Signature *[Handwritten Signature]*

Date: 8-23-2024

**Attach this completed Inspection Sheet with your permit or renewal application
and remit to:
City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton St.
Bloomington, Indiana 47404
812-349-3419**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|-----------------------------------|
| PRODUCER David E. Barber Insurance Inc. 7202 N. Shadeland Ave., Suite 203 Indianapolis, IN. 46250 | CONTACT NAME: David Barber PHONE (A/C No. Ext): 317-570-7075 E-MAIL ADDRESS: davidbarber3@gmail.com | FAX (A/C No): 317-947-6183 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Bloomingbowl LLC 4307 E. Bill Mallory Blvd Bloomington, IN. 47401 | INSURER A: Mount Vernon Fire Insurance Company | |
| | INSURER B: Safeco Insurance Co. of Indiana | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | CP 2644020 | 04/01/24 | 04/01/25 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$ |
| E | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | K3467038 | 10/15/23 | 10/15/24 | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE (Per accident) \$ 100,000 \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|---|
| CERTIFICATE HOLDER City of Bloomington 401 N. Morton Street Bloomington, IN 47401 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE David E. Barber |

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Julia H. Tobin / BloomingBowlz
Name, Printed

Julia H. Sol
Signature

3/20/2024
Date Release Signed

State of Indiana
Office of the Secretary of State

Certificate of Organization
of
BLOOMINGBOWLS, LLC

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Organization of the above Domestic Limited Liability Company have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as proscribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective
Wednesday, February 26, 2020.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 26, 2020.

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

202002261376561 / 8594347

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

Date of this notice: 07-26-2020

Employer Identification Number:
84-4815366

Form: SS-4

Number of this notice: CP 573 A

For assistance you may call us at:
1-800-829-4933

BUCKINGHAM LLC
LILIA E POBLE SOLS REP
4107 E BILL HALLWAY BLVD
BLOOMINGTON, IN 47401

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-4815366. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your records, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the date(s) shown:

Form 940
Form 944

01/31/2021
01/31/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 558, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2015-01, 2015-1 IRB 1, for requesting Revenue Rulings for the year of issue. Note: Certain tax classification elections can be requested by filing Form 8872, *Entity Classification Election*. See Form 8872 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 700), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 946, *Electronic Credits to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your financial institution to complete a wire transfer.

00111011

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- € No mobile food vendor unit shall locate in an alleyway.
- € Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- € Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- € No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- € No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- € No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- € No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- € No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- € No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- € No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- € No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: Julia H. Tobin

Signature: Julia H. Tobin / Blooming Bawls

Date: 3/20/2024

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- € Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- € A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- € No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants
- € No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- € Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- € No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- € Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
 - o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
 - o The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
 - o Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- € No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- € Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure;
 - Provide a barrier between the grill or device and the general public;
 - The spark, flame or fire shall not exceed 12 inches in height;
 - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- € Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- € No mobile food vendor unit shall ever be left unattended
- € Mobile food vendor units shall not be stored, parked or left overnight on any City property
- € All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- € No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- € All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No mobile food vendor shall have a drive-thru
- € The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the

noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
 - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.

Vendor:

Name: Julia H. Tobin Blooming Bowls

Signature: Julia H. Tobin

Date: 3/20/2024

Menu

Classic - Acai, Banana,
Strawberry, Homemade Granola, Chia
Seed, & Local Honey Drizzle

Fruity - Acai, Banana, Goji
Berries, Blueberries, Strawberries,
Pineapple, Homemade Granola, Local
Honey Drizzle

Tropical - Acai, Banana, Blue
berries, Blueberries, Pineapple, Coconut
Flakes, Homemade Granola, & Local Honey
Drizzle

Salty - Acai, Banana, Cashew
Strawberries, Cashew Nuts,
Cranberry, Almond Butter, Homemade
Granola, & Local Honey Drizzle

MAKING
SMOOTHIES
SINCE
1980

Mobile Food Service Establishment License

Monroe County Health Department

This is to certify that:

BloomingBowls

Julia Tobin

2361 W. Rappel Ave

Bloomington, IN 47404

Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.



Issued:

1/8/2024

2024

By


Monroe County Health Officer

NON-NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 28, 2025

ServSafe
NATIONAL RESTAURANT ASSOCIATION

ServSafe® CERTIFICATION

JULIA TOBIN

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

18908414

CERTIFICATE NUMBER

5410

EXAM FORM NUMBER

1/29/2020

DATE OF EXAMINATION

1/29/2025

DATE OF EXPIRATION

Local laws apply. Check with your local health authority for recertification requirements.



#0655

Shirley Rivera

Shirley Rivera
Food and Beverage Safety Training and Certification Solutions



In accordance with ANSI Accredited Program #0655, this certificate is valid for 5 years from the date of issuance.

ANSI Accredited Program #0655 is a registered trademark of the National Restaurant Association® and the logo design is a trademark of the National Restaurant Association.

Created via web application at 270 S. Wacker Drive, Suite 2620, Chicago, IL 60606-4282 or ServSafe@nra.com



REGISTERED RETAIL MERCHANT CERTIFICATE

INDIANA DEPARTMENT OF REVENUE
100 N SENATE AVE
INDIANAPOLIS IN 46204-2253
(317) 232-2240

BLOOMINGBOWLS LLC
401 N MORTON ST
BLOOMINGTON IN 47404-3729

FEIN 84-4875986
LOC ID 0168736110-001
ISSUED February 29, 2024
EXPIRES March 31, 2026

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX AT THE ADDRESS ABOVE IF DIFFERENT FROM BELOW.

THIS LICENSE:
IS NOT TRANSFERRABLE TO ANY OTHER PERSON.
IS NOT SUBJECT TO REBATE.
IS VOID IF ALTERED.



BLOOMINGBOWLS LLC
4307 E BILL MALLORY BLVD
BLOOMINGTON IN 47401-8635

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

----- (Cut or Fold Here) -----

RESOLUTION 2024-016
CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
Mobile Vendor in Public Right of Way
Bloomingsbowl

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington (“City”);

WHEREAS, Bloomingsbowl (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health Department;

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless, and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090;

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen food truck or trailer; and

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking and sidewalks is provided by the Board of Public Works via resolution;

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen food truck or trailer for 1 year beginning 5/23/2024, and ending on 5/23/2025.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City’s Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
 - 1) City of Bloomington Farmers’ Market;
 - 2) City of Bloomington Holiday Market;
 - 3) The Taste of Bloomington;
 - 4) Lotus World Music and Arts Festival;
 - 5) The Fourth Street Festival;
 - 6) Arts Fair on the Square;
 - 7) Strawberry Festival;
 - 8) Canopy of Lights;
 - 9) Fourth of July Parade; and
 - 10) Any other special events approved by the City Controller.

ADOPTED THIS THE 9th DAY OF APRIL, 2024.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

James Roach, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2024-016 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Julia Tobin

Date: _____



Board of Public Works Staff Report

Project/Event: Arts Fair on the Square
Petitioner/Representative: Constellation Stage & Screen
Staff Representative: April Rosenberger
Meeting Date: April 09, 2024

Arts Fair on the Square returns to Bloomington on Saturday, June 22, 2024.

Festival organizers are requesting closure of 6th Street and Kirkwood Avenue between College Avenue and Walnut Street from 5:00 am to 8:00 pm on Saturday, June 22, 2024. Also requested is three parking spaces each on College Avenue and Walnut Street.

A noise permit is also requested as part of this event.



KERRY THOMSON

MAYOR DEPARTMENT OF PUBLIC WORKS DEPARTMENT OF ECONOMIC

CITY OF BLOOMINGTON & SUSTAINABLE DEVELOPMENT 401 N Morton St Suite 150 ESD 812.349.3418 PO Box 100 PW 812.349.3411 Bloomington IN 47402

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us three (3) months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington
Department of Economic and Sustainable Development

SPECIAL EVENT APPLICATION

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



CITY OF BLOOMINGTON

1. APPLICANT INFORMATION

| | | | |
|-----------------|-----------------|---------------|--------------|
| Contact Name: | Sarah Nichols | | |
| Contact Phone: | 812-336-7110 | Mobile Phone: | 574-248-0127 |
| Title/Position: | Gallery Manager | | |

| | | | |
|------------------------------|---|---------|--|
| Organization: | Constellation Stage & Screen | | |
| Address: | 122 S. Walnut St. | | |
| City, State, Zip: | Bloomington, IN 47404 | | |
| Contact E-Mail Address: | gallery@seeconstellation.org | | |
| Organization E-Mail and URL: | info@seeconstellation.org www.seeconstellation.org | | |
| Org Phone No: | 812-336-7110 | Fax No: | |

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

| | | | |
|-------------------------|--|---------------|--|
| Organization Name: | | | |
| Address: | | | |
| City, State, Zip: | | | |
| Contact E-Mail Address: | | | |
| Phone Number: | | Mobile Phone: | |
| | | | |
| Organization Name: | | | |
| Address: | | | |
| City, State, Zip: | | | |
| E-Mail Address: | | | |
| Phone Number: | | Mobile Phone: | |
| | | | |
| Organization Name: | | | |
| Address: | | | |
| City, State, Zip: | | | |
| E-Mail Address: | | | |
| Phone Number: | | Mobile Phone: | |

3. EVENT INFORMATION

| | | |
|----------------------------------|---|--|
| Type of Event | <input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input type="checkbox"/> Other (Explain below in Description of Event) | |
| Date(s) of Event: | Jun 22, 2024 | |
| Time of Event: | Date: 6/22/24 Start: 10am Date: same End: 5pm | |
| Setup/Teardown time Needed | Date: 6/22/24 Start: 5am Date: same End: 8pm | |
| Calendar Day of Week: | Saturday | |
| Description of Event: | <p>Arts Fair on the Square returns to Bloomington this June, bringing visual artists and craftspeople together with the local and regional community. This juried art show features 100 regional and national artists and craftspeople on the picturesque grounds surrounding the Monroe County Courthouse. The mission of Arts Fair on the Square is to showcase fine art and craft of the highest quality, connect artists with the art-buying community, and promote commitment to the arts through a variety of interactive arts experiences.</p> <p>For over 40 years, Arts Fair on the Square has been one of the premier annual events in Bloomington, Indiana, earning appreciation from artists from all over the country and patrons from all over Indiana and beyond for its commitment to quality. Arts Fair on the Square draws thousands of visitors to downtown Bloomington to experience the finest visual arts has to offer.</p> <p>Request is to close Sixth Street and Kirkwood Avenue between College Avenue and Walnut Streets from 5:00am to 8:00pm on June 22 and three spaces each on College Avenue and Walnut Street for portable toilets (delivery and removal time TBD).</p> | |
| Expected Number of Participants: | 100 vendors + volunteers/staff 1000+ attendees | Expected # of vehicles (Use of Parking Spaces to close): See above |

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

| | |
|--------------------------|--|
| <input type="checkbox"/> | <p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed) |
| <input type="checkbox"/> | Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other) |

| | |
|--------------------------|--|
| <input type="checkbox"/> | A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> • Determine if No Parking Signs will be required |
| <input type="checkbox"/> | Noise Permit application |

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

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

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

| | |
|--------------------------|--|
| <input type="checkbox"/> | A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize |
| <input type="checkbox"/> | Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached) |

| | |
|--------------------------|---|
| <input type="checkbox"/> | Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable |
| <input type="checkbox"/> | A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required |
| <input type="checkbox"/> | Noise Permit application <input checked="" type="checkbox"/> Not applicable |
| <input type="checkbox"/> | Beer& Wine Permit <input checked="" type="checkbox"/> Not applicable |
| <input type="checkbox"/> | Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event. |
| <input type="checkbox"/> | If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection) |
| <input type="checkbox"/> | Waste and Recycling Plan if more than 100 participates (template attached) |

7. CHECKLIST

| | |
|--------------------------|--|
| <input type="checkbox"/> | Determine type of Event |
| <input type="checkbox"/> | Complete application with attachment: <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable) <input type="checkbox"/> For art installations: an accurate depiction of the design of private art to scale, dimensions of the art, placement on the detailed map of proposed location of the art, and the name and qualifications of the artist |
| <input type="checkbox"/> | Date Application will be heard by Board of Public Works |
| <input type="checkbox"/> | Approved Parks Special Use Permit (if using a City Park) |
| <input type="checkbox"/> | If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection) |
| <input type="checkbox"/> | If applicable, acknowledgment of compliance with the City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way (Policy attached with application) |

FOR CITY OF BLOOMINGTON USE ONLY

| | | | |
|----------------|--|----------------|--------------|
| Date Received: | Received By: Economic & Sustainable Development | Date Approved: | Approved By: |
| | Bloomington Police | | |
| | Bloomington Fire | | |

| | | | |
|--|-----------------------|--|--|
| | Engineering | | |
| | Transit | | |
| | Office of the Mayor | | |
| | Utilities | | |
| | Public Works | | |
| | Board of Public Works | | |



NOISE PERMIT

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

Application and Permit Information

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

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

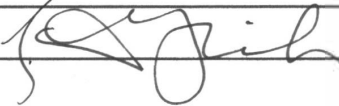
Contact April Rosenberger with any questions: (812) 349-3411 or april.rosenberger@bloomington.in.gov

Event and Noise Information

| | | | | |
|-----------------------|---|----------------|-------------|---------------|
| Name of Event: | Arts Fair on the Square | | | |
| Location of Event: | Arts Fair on the Square | | | |
| Date of Event: | June 22, 2024 | Time of Event: | Start: 10am | |
| Calendar Day of Week: | Saturday | | End: 5pm | |
| Description of Event: | Arts Fair on the Square returns to Bloomington this June, bringing visual artists and craftspeople together with the local and regional community. This juried art show features 100 regional and national artists and craftspeople on the picturesque grounds surrounding the Monroe County Courthouse. The mission of Arts Fair on the Square is to showcase fine art and craft of the highest quality, connect artists with the art-buying community, and promote commitment to the arts through a variety of interactive arts experiences. For over 40 years, Arts Fair on the Square has been one of the premier annual events in Bloomington, Indiana, earning appreciation from artists from all over the country and patrons from all over Indiana and beyond for its commitment to quality. Arts Fair on the Square draws thousands of visitors to downtown Bloomington to experience the finest visual arts has to offer. | | | |
| Source of Noise: | <input checked="" type="checkbox"/> Live Band | Instrument | Loudspeaker | Will Noise be |

| | | | |
|--------------------------|--|---|---|
| | | | Amplified? <input checked="" type="checkbox"/> Yes No |
| Is this a Charity Event? | <input checked="" type="checkbox"/> Yes No | If Yes, to Benefit: Waldron Arts Center/ Constellation Stage & Screen | |

Applicant Information

| | | | |
|-------------------|---|---------------|-----------------|
| Name: | Sarah Nichols | | |
| Organization: | Constellation Stage & Screen | Title: | Gallery Manager |
| Physical Address: | 122 S. Walnut St, Bloomington, IN 47404 | | |
| Email Address: | gallery@seeconstellation.org | Phone Number: | 812-336-7110 |
| Signature: |  | Date: | 2/29/24 |

FOR CITY OF BLOOMINGTON USE ONLY

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

| | |
|------------------------------|---------------------------------|
| BOARD OF PUBLIC WORKS | |
| Kyla Cox Deckard, President | Elizabeth Karon, Vice-President |
| Date | James Roach, Secretary |

Waste and Recycling Management Plan – Arts Fair on the Square (June 24, 2023)

Event name: Arts Fair on the Square
 Number of expected attendees: 1000+
 Number of food vendors: None
 Number of other vendors: Approximately 100

Designated waste and recycling manager: Constellation Staff Member TBD before event.

Event map: See attached

Targeted waste:

| Type of Waste | Container | Plan |
|-------------------------------|---------------------------------------|--|
| Non-recyclable trash and food | Trash bin (supplied by Constellation) | Staff/volunteers will monitor on schedule, every 2 hours for |

| | | |
|-------------------|---|---|
| | | removal/replacement |
| Mixed recyclables | Recycling bin (borrowed from Downtown Bloomington, Inc.) | Staff/volunteers will monitor on schedule, every 2 hours for removal/replacement |

Collection and hauling system: Recycling will be taken to Waldron Arts Center for sorting before being taken to the recycling center at the earliest possible date. Other waste will be delivered to Constellation's production facility for dumpster disposal.

All bins will be clearly labeled as "Waste" or "Recycling" and will be monitored by volunteers and staff throughout the event.

Vendor and volunteer education and training: Volunteers will be scheduled ahead of time and trained on the day of the event on how to remove & replace full bins, as well as informed of where to bring full bags of waste and recycling to the Waldron Arts Center. All volunteers will receive appropriate instructional handouts on the day of the event.

Vendors will receive information about the waste management plan prior to load-in. They will be instructed to "leave no trace" and to take any leftover flyers or other handouts with them at the end of the event.

For visitors, posted event map and brochures will include waste and recycling locations.

Materials and supplies: Event maps and brochures including waste and recycling locations, labeled bins, and waste collection and sorting materials including bags, ties, rubber gloves, and labels.

Designation of duties: Waste and recycling manager will train staff, volunteers, and participants regarding waste and recycling plan including collection, sorting, and removal procedures as well as implement the plan. request for a Special Event in Public Right Way for **6th Street and Kirkwood Streets adjacent to Courthouse Square (between Walnut and College).**

Contact Information- Other

| | <u>Location</u> | <u>Contact</u> | <u>Phone Number</u> |
|--|--|--|---------------------|
| Maintenance of Traffic Plan | 401 N. Morton St. Suite 130 Bloomington, IN | City of Bloomington Planning & Transportation | (812)349-3423 |
| Monroe County Health Department (Food Handler Permit) | 119 W. 7th St. Bloomington, IN | County Health Department Food Sanitarian | (812) 349-2543 |
| Waste & Recycling Plan | 401 N. Morton Street Suite 150 | Lauren Clemens Economic & Sustainable Development | (812) 349.3837 |
| Bloomington Board of Public Works | 401 N. Morton St. Suite 120 Bloomington, IN | April Rosenbarger Dept. of Public Works | (812) 349-3411 |
| Economic and Sustainable Development (Arts) | 401 N. Morton St. Suite 150 Bloomington, IN | Holly Warren Arts Director | (812) 349-3618 |
| Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property) | 401 N. Morton St. Suite 250 Bloomington, IN | Leslie Brinson Community Events Manager | (812) 349-3700 |
| Bloomington Fire Department (If event will have any kind of open | 300 E. 4th St. Bloomington, IN | Fire Administration | (812) 332-9763 |
| Bloomington Police Department (Parade Permit) | 220 E. Third Bloomington, IN | Police Administration | (812) 339-4477 |
| Master Rental | 2022 W. 3 rd Street Bloomington, IN | Type 3 Barricades | (812) 332-0600 |
| Indiana Traffic Services | 3867 N. Commercial Parkway Greenfield, IN 46140 | Type 3 Barricades | (317) 891-8065 |

| | | | |
|--|--|---------------|-----------------|
| Monroe County Emergency Management | 2800 S. Kirby Road Bloomington, IN | | (812)- 349-2546 |
| Department of Homeland Security | | Mike Anderson | (317) 409-9510 |



City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way

The City of Bloomington’s Policy and Procedures on Private Art Installations within the Public Right of Way (“Policy”) authorizes private Art Installations in the public right of way that comply with this document and are approved through one of two City programs: (1) the Neighborhood Improvement Grant Program or (2) a Special Event Application.

This Policy is designed to reduce the risks to public safety and burden on public resources that private Art Installations within the right of way may impose while simultaneously recognizing the importance of private as well as public art to Bloomington’s culture, community, and economy.

I. Definitions. The following definitions shall apply throughout this policy.

- A. Temporary Art. Art expected to remain in place within the public right of way for seven (7) or fewer days.
- B. Semi-Permanent Art or Permanent Art. Art expected to remain in place within the public right of way for more than seven (7) days.
- C. Art Installation. Temporary, Semi-Permanent, or Permanent Art that consists of a physical alteration of the right of way, such as a painting, mural, or sculpture and that is not Performative Art.
- D. Street Painting or Street Mural. Art involving the placement of paint or a similar material within the area where vehicles drive or park, commonly understood to be the space “between the curbs.”
- E. Performative Art. A time-based art form that is an ephemeral event featuring a live

presentation to an audience, drawing on such arts as acting, poetry, music, or dance, and that does not involve the creation of an artifact (such as a painting or sculpture) that physically alters the right of way beyond the time of the live performance.

1

F. Speech. Words, letters, numbers, universally recognized symbols, or logos of any kind.

II. Performative Art. This policy does not apply to Performative Art.¹

III. Criteria Applicable to All Private Art Installations. The following criteria are applicable to any private Art Installation proposed within Bloomington's right of way, whether the Art Installation is Temporary Art, Semi-Permanent Art, or Permanent Art.

- A. Requests must be submitted to the appropriate City Department(s) and/or Board(s) or Commission(s), as required by the selected program application identified in Section VI below. Staff shall provide a recommendation on the request to the appropriate Board(s) or Commission(s) based on the request's compliance with this Policy and any other applicable laws, rules, or City of Bloomington policies.
- B. Art Installations may not use or incorporate copyrighted material in whole or part where the copyright is not owned by the artist.
- C. Art Installations may not mimic in whole or part traffic control devices including but not limited to a crosswalk, stop sign, stop bar, or similar traffic control device. Art Installation geometry should be such that drivers do not alter their course to drive around the art.
- D. Art Installations may not depict activities, materials, images, or products that are not legally available to all ages.

IV. Additional Criteria Applicable to Semi-Permanent Art Installations or Permanent Art Installations.

- A. Applications for approval of a Semi-Permanent or Permanent Art Installation within the right of way must include the following:
 - 1. An accurate depiction of the design to scale;
 - 2. Dimensions;
 - 3. A map of proposed location of the design; and
 - 4. The name and qualifications of the artist.

¹ Though this Policy does not apply to Performative Art taking place within the right of way, other municipal policies or ordinances may apply that impact Performative Art within the right of way, including but not limited to the City's

- B. Semi-Permanent Art Installations or Permanent Art Installations may not contain Speech.

V. Additional Criteria Applicable to Street Paintings or Street Murals. Because paintings and murals within the street create a heightened probability of conflicts with traffic control devices and driver distraction, the following additional criteria apply to all paintings or murals proposed for street surfaces, whether as Temporary, Semi-Permanent, or Permanent Art Installations.

- A. Applications for approval of a Street Painting or Street Mural within the right of way must include the following:

1. An accurate depiction of the design to scale;
2. Dimensions;
3. A map of proposed location of the design; and
4. The name and qualifications of the artist.

- B. Street paintings and street murals may only be placed on streets with a local or secondary collector functional classification under the City's Transportation Plan, where regulatory speed limits do not exceed 25 miles per hour.

- C. Street paintings and street murals may only be placed on pavement in adequate condition for materials to bond.

- D. Street paintings and street murals are not permitted on brick, paver, or other decorative surface materials (e.g., colored or stamped concrete). Street paintings and street murals are only permitted on standard non-decorative concrete or asphalt.

- E. A buffer of four feet must remain between street paintings and street murals and any crosswalk.

- F. Within an intersection, street paintings and street murals are only allowed where the intersection utilizes all-way stop control, unless the painting or mural is located on an apron.

- G. Street paintings and street murals may not be painted on the side or top of any curb or any curb ramp.

- H. Materials used must be approved by the City's Engineering Department.

I. Any paint or similar material utilized as part of any street painting or street mural must provide a non-slip surface for pedestrians and must be street-grade.

VI. Programs. Individuals and external organizations seeking to place private Art Installations within the public right of way must apply pursuant to one of the programs listed below and follow the procedures associated with the program, which are linked and attached hereto for reference. Requests to place an Art Installation in the City's right of way using a program or procedure other than those listed below will not be considered.

A. Neighborhood Improvement Grant Program

1. Applications for Art Installations within the right of way pursuant to the Neighborhood Improvement Grant Programs must comply with Program guidelines, the criteria set forth in this Policy, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
2. Neighborhood Improvement Grant Program guidelines may be accessed [here](#)² and are attached for reference.

B. Special Event Permit

1. A special event application may be submitted for permission to conduct an event during which an Art Installation will be placed in the public right of way. The proposed Art Installation must comply with the criteria set forth in this policy, the requirements set forth in the special event permit application, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
2. A special event application may be accessed [here](#)³ and is attached for reference.

² <https://bloomington.in.gov/neighborhoods/grants/improvement>

³ <https://bloomington.in.gov/departments/esd>

Barricade at end of alley

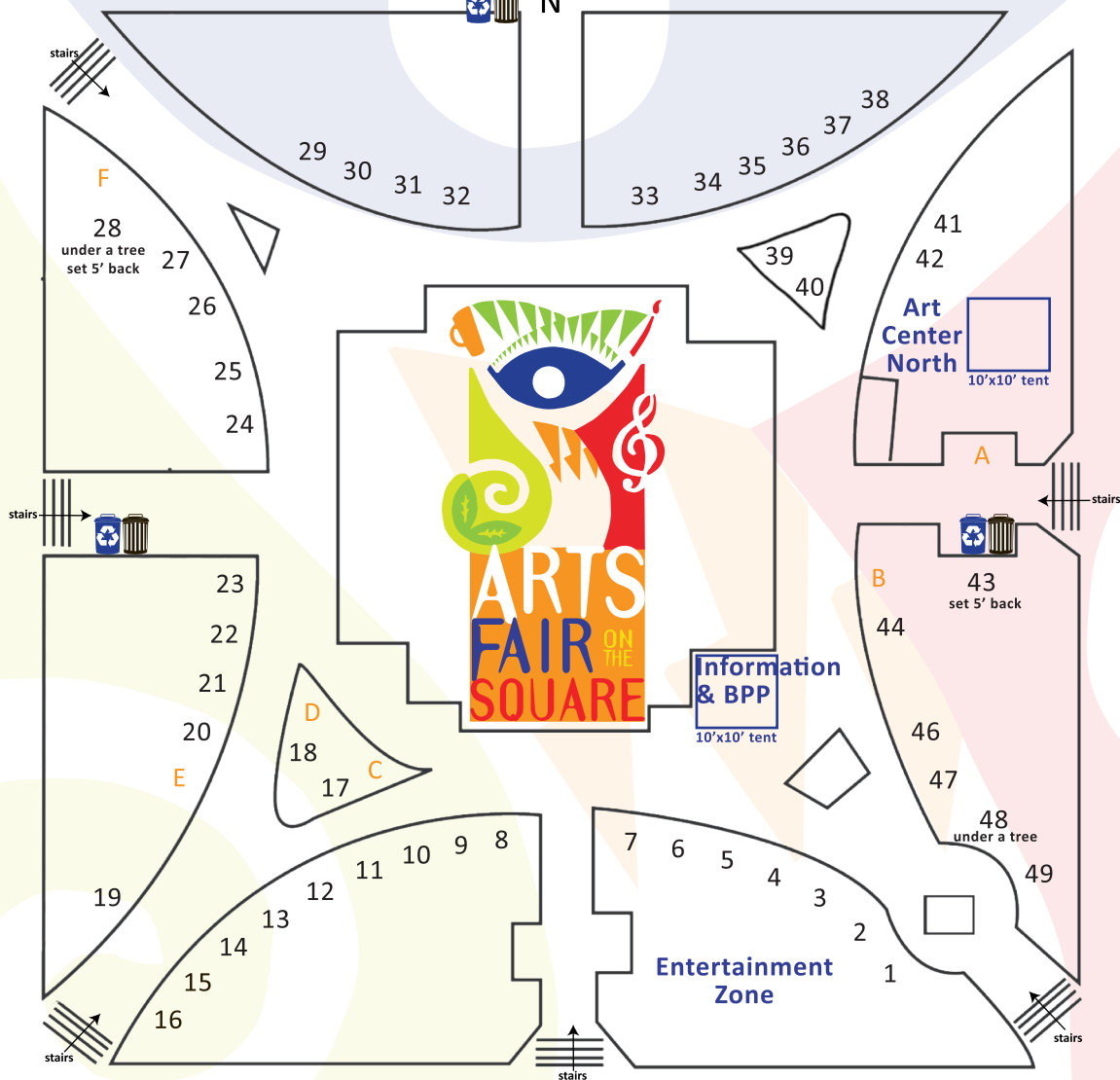


Road Closed Ahead sign at the corner of 6th & Morton



College Avenue

Walnut Street



ONE WAY during loading and unloading!

Road Closed Ahead sign in the Kirkwood Avenue straight lane heading East.

Please note: Numbers represent 10'x10' square artist spaces while letters represent smaller oddly shaped community group spaces.

RESOLUTION 2024-017
CONSTELLATION STAGE & SCREEN
ARTS FAIR ON THE SQUARE

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

WHEREAS, Constellation Stage & Screen (hereinafter “CSS”) the Arts Fair on the Square, on Saturday, June 22, 2024, to take place on and around the Monroe County Courthouse Square; and

WHEREAS, the CSS has requested that the Board of Public Works allow them to close parking spaces on the west side and the east side of the Courthouse Square to vehicular parking and to close W. 6th Street and W. Kirkwood Avenue between College Avenue and Walnut Street to vehicular traffic during the festival; and

WHEREAS, CSS has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided that:

1. The City of Bloomington Board of Public Works (hereinafter “City”) declares the above-described event to be an approved Special Event for purposes of Chapters 4.16, 4.28 and 4.30 of the Bloomington Municipal Code.
2. CSS shall work with City of Bloomington Parking Enforcement regarding a requested closure of any parking spaces. Parking Enforcement shall post "No Parking" signs at appropriate parking spaces at least 24 hours in advance of their closure.
3. The City declares that the CSS may reserve three parking spaces on College Avenue and three parking spaces on Walnut Street, beginning at 5:00 p.m. on Friday, June 21, 2024 until 8:00 a.m. on Monday, June 24, 2024 for the placement of portable toilets. The sponsors may also close W. 6th Street and W. Kirkwood Avenue between College Avenue and Walnut Street for the expansion of the festival space from 5:00 a.m. to 8:00 p.m. on Saturday, June 22, 2024 for the purpose of staging an arts festival for the general public.
4. CSS shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Engineering Department. CSS shall obtain, and place at CSS’s own expense, any security measures which are deemed prudent and necessary by the Police Department which may include, but are not limited to: anti-vehicle barriers or protection; pedestrian barriers; and other engineering controls or personnel as deemed appropriate. CSS shall not close the streets until 5:00 a.m. on Saturday, June 22, 2024 and shall remove barricades and signage and reopen the streets no later than 8:00 p.m. on Saturday, June 22, 2024.

5. CSS will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within this block, cleaning any grease or other food products from the pavement and sidewalks, and removing any “No Parking” signs posted as part of the event. Cleanup of W. 6th Street and Kirkwood Avenue shall be completed by 8:00 p.m. on Saturday, June 22, 2024. Portable toilets on Walnut Street and College Avenue will be removed by 8:00 a.m. on Monday June 24, 2024.
6. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of 10:00 a.m. and 5:00 p.m. on Saturday, June 22, 2024.
7. CSS shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
8. CSS shall be responsible for notifying the general public, public transit and public safety agencies of the street closing in advance by notice at least 48 hours in advance.
9. In consideration for the use of the City’s property and to the fullest extent permitted by law, CSS, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 9th DAY OF APRIL 2024.

BOARD OF PUBLIC WORKS:

BLOOMINGTON PLAYWRIGHTS’
PROJECT:

Kyla Cox Deckard, President

Signature

Elizabeth Karon, Vice President

Printed Name, Title

James Roach, Secretary

Date



Board of Public Works Staff Report

Project/Event: MCHC Outdoor Concert
Petitioner/Representative: Monroe County History Center
Staff Representative: April Rosenberger
Meeting Date: April 09, 2024
Event Date: June 29, 2024

The Monroe County History Center is hosting an outdoor concert to coincide with its exhibit on the punk scene in Bloomington and the concerts once held in the basement level of the Carnegie building.

A noise permit is also requested as part of this event.



SPECIAL EVENT APPLICATION

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

1. APPLICANT INFORMATION

| | | | |
|------------------------------|------------------------------|---------------|--------------|
| Contact Name: | Andrea Hadsell | | |
| Contact Phone: | 812-332-2517 | Mobile Phone: | 765-524-0978 |
| Title/Position: | Education Manager | | |
| Organization: | Monroe County History Center | | |
| Address: | 202 E 6th Street | | |
| City, State, Zip: | Bloomington, IN 47408 | | |
| Contact E-Mail Address: | education@monroehistory.org | | |
| Organization E-Mail and URL: | https://monroehistory.org | | |
| Org Phone No: | 812-332-2517 | Fax No: | |

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

| | | | |
|-------------------------|--|---------------|--|
| Organization Name: | | | |
| Address: | | | |
| City, State, Zip: | | | |
| Contact E-Mail Address: | | | |
| Phone Number: | | Mobile Phone: | |
| Organization Name: | | | |
| Address: | | | |
| City, State, Zip: | | | |
| E-Mail Address: | | | |
| Phone Number: | | Mobile Phone: | |
| Organization Name: | | | |
| Address: | | | |
| City, State, Zip: | | | |
| E-Mail Address: | | | |
| Phone Number: | | Mobile Phone: | |

3. EVENT INFORMATION

| | | | |
|----------------------------------|--|---|---------------------------|
| Type of Event | <input checked="" type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input type="checkbox"/> Other (Explain below in Description of Event) | | |
| Date(s) of Event: | Saturday, June 29 | | |
| Time of Event: | Date:6/29/2024 | Start: 5:00 pm | Date:6/29/24 End: 9:00 pm |
| Setup/Teardown time Needed | Date:6/29/2024 | Start: 12:00 pm | Date:6/30/24End: 12:00 am |
| Calendar Day of Week: | Saturday | | |
| Description of Event: | The History Center is hosting an outdoor concert to coincide with its exhibit on the punk scene in Bloomington and the concerts once held in the basement level of the Carnegie building. | | |
| Expected Number of Participants: | 300 | Expected # of vehicles (Use of Parking Spaces to close): 45 | |

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

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

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

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

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

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

7. CHECKLIST

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



NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

| | | | |
|--------------------------|---|-------------------------------------|---|
| Name of Event: | History Center Streetdance Rewind | | |
| Location of Event: | 202 E 6th Street | | |
| Date of Event: | June 29, 2024 | Time of Event: | Start: 5:00 pm |
| Calendar Day of Week: | Saturday | | End: 9:00 pm |
| Description of Event: | The History Center is hosting an outdoor concert to coincide with its exhibit on the punk scene in Bloomington and the concerts once held in the basement level of the Carnegie building. | | |
| Source of Noise: | <input checked="" type="checkbox"/> Live Band | <input type="checkbox"/> Instrument | <input checked="" type="checkbox"/> Loudspeaker |
| | | | Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Is this a Charity Event? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | If Yes, to Benefit: | |

Applicant Information

| | | | |
|-------------------|---|---------------|-------------------|
| Name: | Andrea Hadsell | | |
| Organization: | Monroe County History Center | Title: | Education Manager |
| Physical Address: | 202 E 6th Street, Bloomington, IN 47408 | | |
| Email Address: | education@monroehistory.org | Phone Number: | 812-332-2517 |
| Signature: | <i>Andrea Hadsell</i> | Date: | 3/15/2024 |

FOR CITY OF BLOOMINGTON USE ONLY

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

| | |
|------------------------------|---------------------------------|
| BOARD OF PUBLIC WORKS | |
| _____ | _____ |
| Kyla Cox Deckard, President | Elizabeth Karon, Vice-President |
| _____ | _____ |
| Date | James Roach, Secretary |



RE: Notice of Public Meeting

Dear Sir or Madam:

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in the Public Right Way for the History Center's Streetdance Rewind.

The Board of Public Works meeting to hear this request will be on March 26 at 5:30 PM. Board of Public Works meetings are held virtually via zoom and in person in the City of Bloomington Council Chambers at City Hall, 401 N. Morton Street, Bloomington, Room 115.

Zoom information for the meeting may be found on the Public Works web page at <https://bloomington.in.gov/boards/public-works> or you may also call 812.349.3411 for zoom information.

The proposal for this event will be on file and may be examined in the Public Works office on Friday, March 22, prior to the Tuesday, March 26 meeting. All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3411 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

Petitioner:
Andrea Hadsell, Monroe County History Center

Date: March 15, 2024

Contact Information- Other

| | <u>Location</u> | <u>Contact</u> | <u>Phone Number</u> |
|---|---|--|----------------------------|
| Maintenance of Traffic Plan | 401 N. Morton St. Suite 130 Bloomington, IN | City of Bloomington Engineering | (812) 349-3913 |
| Monroe County Health Department (Food Handler Permit) | 119 W. 7th St. Bloomington, IN | Nicole Wagner | (812) 349-2543 |
| Waste & Recycling Plan | 401 N. Morton Street Suite 150 | Lauren Travis Economic & Sustainable Development | (812) 349-3837 |
| Bloomington Board of Public Works | 401 N. Morton St. Suite 120 Bloomington, IN | April Rosenberger Dept. of Public Works | (812) 349-3411 |
| Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property) | 401 N. Morton St. Suite 250 Bloomington, IN | Leslie Brinson Community Events Manager | (812) 349-3700 |
| Bloomington Fire Department | 226 S. College Bloomington, IN | Fire Administration | (812) 332-9763 |
| Bloomington Police Department (Parade Permit) | 220 E. Third Bloomington, IN | Police Administration | (812) 339-4477 |
| Master Rental | 2022 W. 3 rd Street Bloomington, IN | Type 3 Barricades | (812) 332-0600 |
| Indiana Traffic Services | 3867 N. Commercial Parkway Greenfield, IN 46140 | Type 3 Barricades | (317) 891-8065 |
| Monroe County Emergency Management | 5850 Foster Curry Bloomington, IN | | (812)- 349-2546 |
| Department of Homeland Security | | Mike Anderson | (317) 409-9510 |

Waste and Recycling Management Plan

Event Name: Monroe County History Center Punk Block Party

Number of Expected Attendees: 300

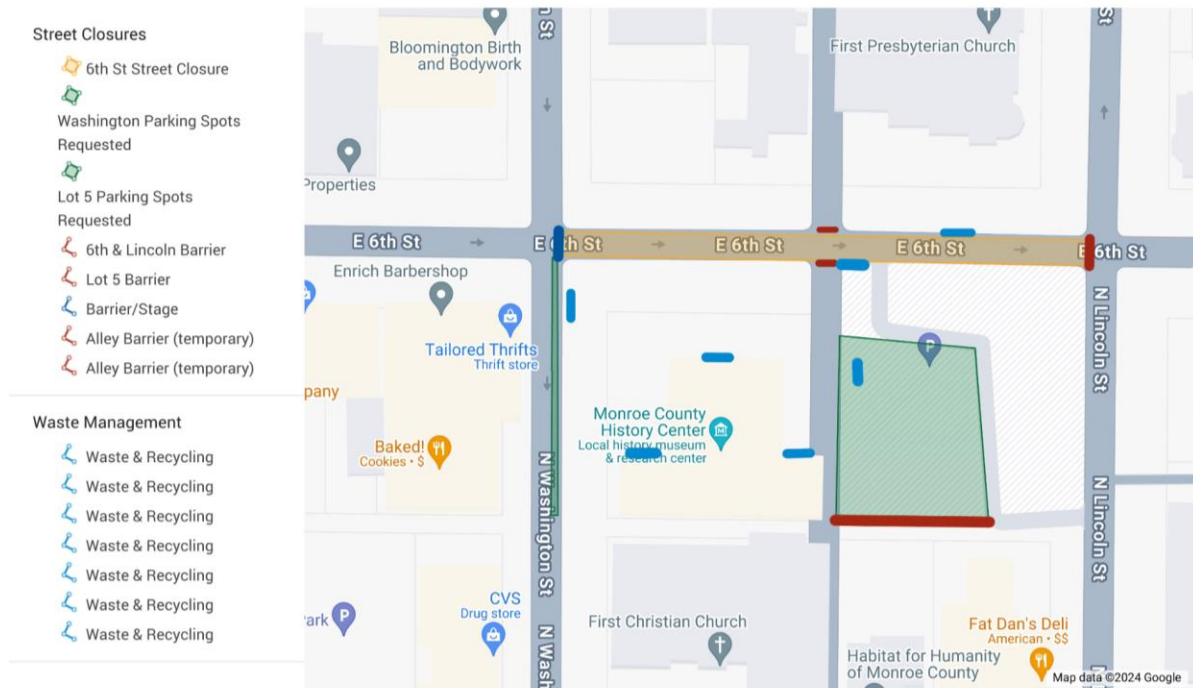
Number of Food Vendors: 5

Number of Other Vendors: 5

Designated Waste & Recycling Manager: The designated waste & recycling manager will be a volunteer with support from the Center’s staff.

Event Map:

6.2024 Block Party



Targeted Waste:

| Type of Waste | Collection Plan |
|---------------|---|
| Containers | Recycling designated bins staffed by volunteers |
| Food waste | Waste bins |
| Vendor waste | Waste bins |

Collection & Hauling System: Waste and recycling containers will be placed at the marked locations on the event map. The majority of the containers will be concentrated in the area with the highest anticipated attendance. Each container will be marked with blue or green icons to indicate their use for separating items. When the containers are near capacity, event staff and volunteers will replace liners

and move filled bags to the loading dock area of the Center's building. All recycling and waste bags from the event will have a coordinated pick up contracted by the Center.

Vendor & Volunteer Education and Training: A staff, vendor, and volunteer orientation will occur at least one week before the event. In this orientation, the waste management plan will be discussed with all points on collection and hauling covered. An outline of the plan will be provided as a printed copy to the volunteer designated to monitor the waste stations to use as a reference during the event.

Materials & Supplies: Materials on hand will include corrugated cardboard bins for recycling and waste. All bins will include an image to designate use and recycling bins will use transparent liners in comparison to black liners for waste bins.

Designation of Duties: A volunteer will be designated to monitor waste stations in the event. This volunteer will report to the event volunteer coordinator and staff member of the History Center.

6.2024 Block Party

Street Closures

 6th St Street Closure



Washington Parking Spots Requested




Lot 5 Parking Spots Requested

 6th & Lincoln Barrier

 Lot 5 Barrier

 Barrier/Stage

 Alley Barrier (temporary)

 Alley Barrier (temporary)

Waste Management

 Waste & Recycling

 Waste & Recycling

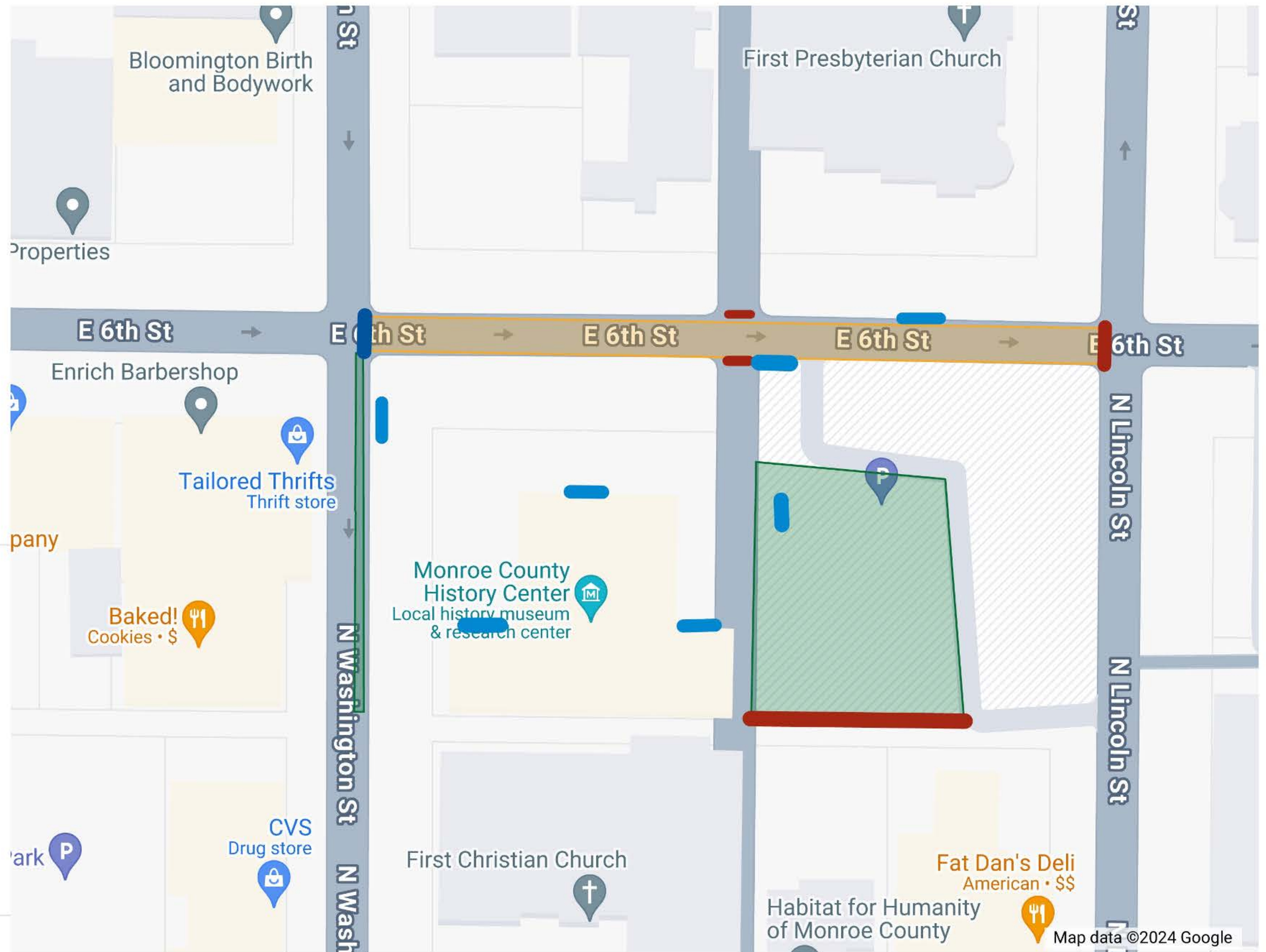
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 Waste & Recycling



RESOLUTION 2024-18
MONROE COUNTY HISTORY CENTER
OUTDOOR CONCERT

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

WHEREAS, the Monroe County History Center is sponsoring an outdoor concert on Saturday, June 29, 2024

WHEREAS, the Monroe County History Center has requested that the Board of Public Works allow them to close E. 6th Street between N. Washington and N. Lincoln, to use Municipal Parking Lot #5 and the use of the parking spaces on N. Washington from E. 6th Street to the alley south of the MCHC to host an outdoor concert to coincide with its exhibit on the punk scene in Bloomington; and

WHEREAS, the Monroe County History Center has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington approves the event herein described, provided that:

1. The City of Bloomington Board of Public Works agrees to close E. 6th Street between N. Washington and N. Lincoln and that the parking spaces on N. Washington from E. 6th Street to the alley south of the MCHC and the Municipal Parking Lot #5 may be utilized on Saturday, June 29, 2024
2. Monroe County History Center agrees to obtain and place at its own expense barricades and signage required. Monroe County History Center agrees to close E. 6th Street between N. Washington and N. Lincoln, the parking spaces on N. Washington from E. 6th Street to the alley south of the MCHC and the Municipal Parking Lot #5 not before 12:00 p.m. on Saturday, June 29, 2024 and to remove barricades and signage by 12:00 a.m. on Sunday, June 30, 2024
3. The sponsors will be responsible for removing all trash, picking up litter including cigarette butts from the street and sidewalks within these blocks, cleaning any grease or other food products from the pavement and sidewalks, and removing any signs posted as part of the event. Cleanup shall be completed by 12:00 a.m. on Sunday, June 30, 2024
4. By granting permission to utilize City property to facilitate this activity, the Board of Works also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.

5. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
6. Monroe County History Center shall be responsible for notifying the general public, public transit and public safety agencies of the parking lot closing in advance by notice at least 48 hours in advance.
7. In consideration for the use of the City’s property and to the fullest extent permitted by law, Monroe County History Center, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
8. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS 9th DAY OF APRIL, 2024

BOARD OF PUBLIC WORKS:

MONROE COUNTY HISTORY CENTER

Kyla Cox Deckard, President

Signature

Elizabeth Karon, Vice President

Printed Name

James Roach, Secretary

Position

Date

Date



Board of Public Works Staff Report

Project/Event: Declaration of Surplus Fleet Vehicles
Petitioner/Representative: Michael Large, Operations Manager, DPW
Staff Representative: Michael Large
Date: April 9, 2024

Report:

The Fleet Maintenance Division purchases and provides vehicles and equipment to various City departments so that they can provide a wide range of vital municipal government services to the residents of Bloomington. These vehicles and equipment all have limited service lives determined by their type and operational duties. As these assets reach the end of their lifecycle they are reclaimed by the Fleet Maintenance Division and replaced. The Fleet Maintenance Division has ten (10) vehicles and one (1) John Deere Bull Dozer, three (3) commercial grade air compressors, one(1) commercial grade wood chipper, and one (1) asphalt roller, that have all been retired from service and which staff requests to dispose of as surplus property using our account with govdeals.com, an online auctioning service. To date this collaboration with Govdeals.com has resulted in more than \$417,883.00 in revenue received. All revenue received from the online auction is placed directly in the City of Bloomington's Vehicle Replacement Fund for future capital vehicle purchasing needs.

Staff is requesting that the Board of Public Works declare the vehicles and equipment in Attachment A as surplus so that they can be sold on govdeals.com.

Recommendation and Supporting Justification:

Recommend Approval Denial by: *Michael Large*

Attachment A

Board of Public Works
Staff Report

RESOLUTION 2024 - 20
TO DESIGNATE SURPLUS PROPERTY FOR TRANSFER

WHEREAS, the City of Bloomington, Department of Public Works, Fleet Maintenance Division, is in possession of vehicles and equipment that have reached the end of their lifecycles; and

WHEREAS, the Fleet Maintenance Division wishes to sell the surplus property using an Internet auction site; and

WHEREAS, Indiana Code § 5-22-22-4.5 and Board of Public Works Resolution 2020-10, permits the City of Bloomington Board of Public Works to declare the property surplus for purposes of disposal and to sell the surplus property at an Internet auction site.

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

1. The City of Bloomington property described in Exhibit A is hereby declared surplus.
2. The Fleet Maintenance Division shall sell the items described using an Internet auction site within sixty (60) days of this Resolution being signed by the City of Bloomington Board of Public Works.

SO PASSED AND ADOPTED this 9th day of April 2024, by the City of Bloomington, Board of Public Works

Kyla Cox-Deckard, President

Attachment A

| Unit | Year | Description | VIN/SERIAL# |
|------|------|---|--------------------|
| Z138 | 2011 | FORD CROWN VICTORIA POLICE INTERCEPTOR | 2FABP7BV5BX127780 |
| 199C | 2007 | CHRYSLER TOWN & COUNTRY | 1A4GJ45R37B180254 |
| 416 | 2002 | FORD F550 BOOM TRUCK | 1FDAF57F32EC80279 |
| 446 | 2004 | STERLING MODEL L7501 | 2FZAATDC65AN69800 |
| 470 | 2001 | VERMEER WOOD CHIPPER MODEL BC1000 | 1VRU111A811000979 |
| 471 | 1994 | ATLAS AIR COMPRESSOR MODEL XAS90JD | LH0L601246 |
| 473 | 2004 | CHEVROLET K2500 | 1GCGK23UX4F152017 |
| 486 | 2011 | FORD F550 Super Duty | 1FDUF5GT7BEA27095 |
| 616 | 2015 | FORD F450 Super Duty | 1FDUF4HT0FED18276 |
| 618 | 1999 | GRIMMER SCHMIDT 175Q COMPRESSOR | 175Q-21482 |
| 640 | 1993 | CHEVROLET KODIAK | 1GBM7H1J4PJ107936 |
| 645 | 2004 | CHEVROLET BLAZER | 1GNNDT13X24K155478 |
| 698 | 1996 | Asphalt Roller | 40-9603-102 |
| 722 | 2014 | JOHN DEERE Dozer MODEL 650K LPG | 1T0650KHEE273950 |
| 849 | 2003 | GMC K2500 | 1GTCK29U73Z277643 |
| 870 | 1988 | INGERSOLL RAND MODEL 160 AIR COMPRESSOR | 160400U87179 |



City of Bloomington

Disposal / Surplus / Trade In Form

PAGE NO. 1 of 1

DEPT: Public Works

DATE: 4/5/2024

LOCATION: 800 W. Miller Dr.

PHONE: 812-360-7268

DEPT. HEAD / DIVISION DIRECTOR: Michael Large

EMAIL: largem@bloomington.in.gov

| DESCRIPTION (List Make, Model, and Year) | QTY | DECLARATION REASON (works, needs repair, not repairable,etc) | SERIAL /VIN NO. | COB ASSET # | DISPOSITION REQUESTED (Please check one) | NAME OF VENDOR/PERSON OR COMPANY THE ITEM WAS SURPLUSED OR TRADED TO | ESTIMATED VALUE | SURPLUS DATE |
|---|-----|---|-------------------|-------------------|---|--|-----------------|--------------|
| 1. 2011 FORD CROWN VICTORIA POLICE INTERCEPTOR BPD Unit # Z138 | 1 | End of Service Life | 2FABP7BV5BX127780 | | <input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose | Govdeals.com | \$300.00 | 04/09/24 |
| 2. 2007 CHRYSLER TOWN & COUNTRY BPD Unit 199C | 1 | End of Service Life | 1A4GJ45R37B180254 | | <input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose | Govdeals.com | \$300.00 | 04/09/24 |
| 3. 2002 FORD F550 BOOM TRUCK Street Unit 416 | 1 | End of Service Life | 1FDAF57F32EC80279 | | <input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose | Govdeals.com | \$6,000.00 | 04/09/24 |
| 4. 2004 STERLING MODEL L7501 Street Unit 446 | 1 | End of Service Life | 2FZAATDC65AN69800 | | <input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose | Govdeals.com | \$5,000.00 | 04/09/24 |
| 5. 2011 VERMEER WOOD CHIPPER MODEL BC1000 Street Unit 470 | 1 | End of Service Life | 1VRU111A811000979 | | <input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose | Govdeals.com | \$2,000.00 | 04/09/24 |
| 6. 1994 ATLAS AIR COMPRESSOR MODEL XAS90JD Street Unit 471 | 1 | End of Service Life | LH0L601246 | | <input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose | Govdeals.com | \$300.00 | 04/09/24 |
| 7. 2004 CHEVROLET K2500 Street Unit 473 | 1 | End of Service Life | 1GCGK23UX4F152017 | | <input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose | Govdeals.com | \$4,000.00 | 04/09/24 |
| 8. 2011 FORD F550 Super Duty Street Unit 486 | 1 | End of Service Life | 1FDUF5GT7BEA27095 | | <input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose | Govdeals.com | \$7,000.00 | 04/09/24 |
| 9. 2015 FORD F450 Super Duty CBU Unit 616 | 1 | End of Service Life | 1FDUF4HT0FED18276 | | <input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose | Govdeals.com | \$7,000.00 | 04/09/24 |
| 10. 1999 GRIMMER SCHMIDT 175Q COMPRESSOR CBU Unit 618 | 1 | End of Service Life | 175Q-21482 | 175Q-21482 | <input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose | Govdeals.com | \$150.00 | 04/09/24 |
| 11. 1993 CHEVROLET KODIAK CBU Unit 640 | 1 | End of Service Life | 1GBM7H1J4PJ107936 | 1GBM7H1J4PJ107936 | <input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose | Govdeals.com | \$3,500.00 | 04/09/24 |
| 12. 2004 Chevrolet Blazer CBU Unit 645 | 1 | End of Service Life | 1GNNT13X24K155478 | 1GNNT13X24K155478 | <input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose | Govdeals.com | \$4,000.00 | 04/09/24 |
| 13. 1996 Asphalt Roller CBU Unit 698 | 1 | End of Service Life | 40-9603-102 | 40-9603-102 | <input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose | Govdeals.com | \$100.00 | 04/09/24 |
| 14. 2014 JOHN DEERE Dozer MODEL 650K LPG CBU Unit 722 | 1 | End of Service Life | 1T0650KHEE273950 | | <input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose | Govdeals.com | \$15,000.00 | 04/09/24 |
| 15. 2003 GMC K2500 Parks Unit 849 | 1 | End of Service Life | 1GTCK29U73Z277643 | | <input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose | Govdeals.com | \$3,000.00 | 04/09/24 |
| 16. 1988 INGERSOLL RAND MODEL 160 AIR COMPRESSOR Parks Unit 870 | 1 | End of Service Life | 160400U87179 | | <input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose | Govdeals.com | \$150.00 | 04/09/24 |



Board of Public Works Staff Report

Project/Event: Renewal #1 Agreement for Pavement Marking Contract to CE Hughes Milling Inc. DBA The AirMarking Co.

Petitioner/Representative: Street Department

Staff Representative: Joe Van Deventer

Meeting Date: April 9, 2024

Bids were opened at the March 13, 2023 Board of Public Works session. CE Hughes Milling, Inc. DBA The AirMarking Co. was determined the most responsible and responsive with action recommended for the 2023 Pavement Marking Contract.

This Renewal #1 supplements the pavement markings contract for 2024 as agreed by both City and CE Hughes Milling Co DBA The AirMarking Co.

CE Hughes Milling, Inc. DBA The Airmarking Co. \$ 179,440.00

City of Bloomington Contract and Purchase Justification Form

Vendor: CE Hughes Milling Inc. DBA The

Contract Amount: 179,440.00

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

PURCHASE INFORMATION

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

| | | | |
|--|--|---|---|
| <input type="checkbox"/> Request for Quote (RFQ) | <input type="checkbox"/> Request for Proposal (RFP) | <input type="checkbox"/> Sole Source | <input 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: 2 | Yes | No | 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"/> | Bids were opened March 13, 2023 BPW work session. CE Hughes Milling, Inc. DBA The AirMarking Co was determined the most responsible and responsive with action to award. | | |
| 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:

Bids were opened at the March 13, 2023 Board of Public Works session. CE Hughes Milling, Inc. DBA The Airmarking Co. was determined the most responsible and responsive with action recommended for the 2023 Pavement Marking Contract.

This Renewal #1 supplements the pavement markings contract for 2024 as agreed by both City and CE Hughes Milling Co DBA The AirMarking Co.

Joe VanDeventer

Director of Street Operation

PW/Street Division

Print/Type Name

Print/Type Title

Department



CE Hughes Milling, Inc. DBA
The Airmarking Company
1544 NORTH STATE ROAD 25 * ROCHESTER, INDIANA 46975 * TELEPHONE (574) 223-5817

March 29, 2024

Mr. Freddy Love
City of Bloomington
Board of Public Works
401 N. Morton St., Ste. 130
Bloomington, IN 47404

Re: 2023 Pavement Marking Contract

Dear Mr. Love,

Per the 2023 pavement marking contract, we would like to extend our prices for another year. If you have any questions, please contact me at 574-223-5817, or nick@airmarking.com.

Thank you,

Nick Relias
Operations Manager

**RENEWAL #1 TO AGREEMENT
FOR PAVEMENT MARKING CONTRACT**

**Between the
CITY OF BLOOMINGTON**

And

CE Hughes Milling, Inc. DBA The AirMarking Co.

In March of 2023, the Board of Public Works approved the 2023 Agreement with CD Hughes Milling, Inc. DBA The AirMarking Co. for Pavement Markings, as the lowest responsive and responsible bidder. This Renewal #1 supplements that Agreement for installation of pavement markings with CE Hughes Milling, Inc. DBA The AirMarking Co. as follows:

1. Article 2 Services. states the agreement maybe renewed up to two times for additional one-year terms, provided the Contractor gives written notice to the City on or before December 31, 2024, and December 31, 2025, respectively, of its intent to renew this Agreement, and both the City and Contractor agree to one-year renewal of this Agreement.
2. CE Hughes Milling, Inc. DBA The AirMarking Co. provided notice to the City on March 24, 2024 of its wish to renew this Agreement.
3. The City also wishes to renew this Agreement for 2024 Pavement Marking Services.
4. In all other respects, the Agreement shall remain in effect as originally written.

CITY OF BLOOMINGTON

CE Hughes Milling, Inc. DBA The AirMarking Co.

By: _____
Kyla Cox Deckard, President
Board of Public Works

By: _____

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
Margie Rice, Corporation Counsel

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

| Date: | Type of Claim | FUND | Description | Bank Transfer | Amount |
|----------|---------------|------|-------------|---------------|-------------------|
| 4/5/2024 | Payroll | | | | 579,420.15 |
| | | | | | <u>579,420.15</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 \$ 579,420.15

Dated this 9th day of April year of 2024.

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 _____



Board of Public Works Staff Report

Project/Event: Title 6 Annual Abatement Contractor Agreement

Petitioner/Representative: HAND

Staff Representative: Jo Stong

Meeting Date: 4/09/24

The HAND Department is seeking approval for retaining two contractors to handle abatements under BMC Title 6 Through March 31, 2025. This year HAND selected two contractors as the department believes it to be advantageous to have two contractors available to respond to abatement needs. The two contractors selected were 4U Lawn and Landscape and B&L Hazard Eco-Clean, LLC. 4U has previously served as an abatement contractor and HAND is very satisfied with that company's performance. This will be the first contract with B&L Hazard Eco-Clean, LLC for abatements. Both contract amounts are not to exceed \$10,000.00.

Respectfully submitted,

Jo Stong, HAND

City of Bloomington Contract and Purchase Justification Form

Vendor: B&L Hazard Eco-Clean LLC

Contract Amount: \$10,000.00

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

PURCHASE INFORMATION

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

| | | | |
|--|--|---|---|
| <input type="checkbox"/> Request for Quote (RFQ) | <input type="checkbox"/> Request for Proposal (RFP) | <input type="checkbox"/> Sole Source | <input 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 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:

J.D. Boruff

Print/Type Name

Facilities Director

Print/Type Title

Public Works

Department

AGREEMENT FOR ABATEMENT SERVICES

THIS AGREEMENT is entered into by and between the City of Bloomington, Indiana, through its Housing and Neighborhood Development Department and Board of Public Works (hereinafter referred to as “City”), and B&L Hazard Eco-Clean, LLC a limited liability corporation with its principal office address located at 200 N. Meridian St., Jasonville, IN, 47438, doing business as Bio-One Bloomington (hereinafter referred to as “Service Provider”).

WHEREAS, the City has the authority and responsibility of inspecting real property within the municipal corporate boundaries of the City for the purpose of enforcing compliance with Bloomington Municipal Code Title 6 which addresses, among other things, yard waste and garbage; and

WHEREAS, the City is required to abate noncompliant real property located within the municipal corporate boundaries of the City and in so doing relies upon independent contractors to perform said abatement services; and

WHEREAS, the City sought proposals from several vendors and Service Provider submitted a proposal and was responsive and responsible; and

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

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

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

1. **Agreement Price:** The overall cost to the City for all abatement services provided by Service Provider during the term of this Agreement shall not exceed Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars. If the original agreement price of Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars is exhausted, then the parties shall negotiate an amendment to this Agreement seeking additional fund allocation with the same formality and procedures as required by the City for the original agreement price herein. No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein. Service Provider shall notify the City when it has invoiced the City for 80% of the overall cost to the City on this Agreement.
2. **Term of Agreement.** The term of this Agreement shall be from the date of execution through March 31, 2025. During the term of this Agreement, the Service Provider shall abate all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works. This Agreement may be terminated by either party upon seven days written notice to the other party. Termination of the Agreement may occur for any violation of the Agreement’s terms and conditions or for any other reason

deemed appropriate by the party effectuating the termination. The parties may, upon mutual written agreement prior to the expiration of this contract, renew this contract for a period of one additional year under the exact same terms and conditions.

3. **Scope of Work.** The Service Provider agrees to furnish all materials and equipment, and perform all work described in the Estimate #1402 provided by the Service Provider and dated March 13, 2024, a copy of which is attached hereto, marked as **Exhibit "A"**, and by this reference incorporated herein, for any and all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works (hereinafter referred to as the "Subject Property").
4. **Standard of Care.** The Service Provider shall be responsible for completion of the work described in **Exhibit "A"** in a manner to meet high professional standards consistent with the Service Provider's profession in the location and at the time of the rendering of the work. The City shall be the sole judge of the adequacy of the Service Provider's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
5. **Notice Period.** Pursuant to Bloomington Municipal Code 6.06.080, any Abatement Order may be appealed within ten days ("notice period"). No abatement of a Subject Property may be commenced until after the Notice Period has expired.
6. **Time to Proceed and Time of Completion.** Upon expiration of the Notice Period (and any subsequent appeal, if filed), the Service Provider shall proceed at once to abate the Subject Property. Abatement of any and all real estate shall be completed as soon as possible and no later than ten (10) business days from the time to proceed.
7. **Payment.** The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted in **Exhibit "A"**. **Service Provider shall provide a detailed billing statement within ten days of each completed abatement.** The billing statement for each completed abatement shall be in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay each invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction and submitted the invoice within the prescribed ten days.
8. **Appropriation of funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
9. **Indemnification.** The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the owner of any property being abated, and the City of Bloomington, its Board of Public Works, any of its departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of injury to or death of persons, sickness, disease or loss, damage or

destruction of property other than the required abatement action, belonging to either the owner of any property being abated in connection with the performance required under this Agreement.

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

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

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

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

City:
Jo Stong
HAND
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47401

Service Provider:
Brittani Burton
Bio One of Bloomington
200 N. Meridian St.
Jasonville, IN 47438

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

24. **Intent to be Bound.** The City and the Service Provider each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
25. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Service Provider. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.
26. **Verification of New Employees' Employment Status.** Service Provider is enrolled in, and verifies the work eligibility status of all newly-hired employees through, the E-Verify program. (This is not required if the E-Verify program no longer exists).

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

27. **Non-Collusion.** Service Provider certifies that it has not, nor has any other member, representative, or agent of Service Provider, entered into any collusion by agreement or otherwise with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider signed the

non-collusion affidavit attached hereto, marked as **Exhibit "C"** and by this reference incorporated herein.

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

29. Living Wage Ordinance. Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as **Exhibit "D"**; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

City of Bloomington, Indiana:

Kyla Cox Deckard, President
Board of Public Works

Date

Gretchen Knapp, Deputy Mayor
City of Bloomington

Date

Anna Killion-Hanson, Director
Housing and Neighborhood Development

Date

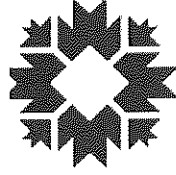
B&L Hazard Eco-Clean, LLC d/b/a Bio-One Bloomington:

Brittani Burton, member
B&L Hazard Eco-Clean, LLC dba Bio-One Bloomington

Date

EXHIBIT "A"

Scope of Service is described fully in RFQ#2022 and Service Provider's Quote, all of which is attached hereto and by this reference incorporated herein.



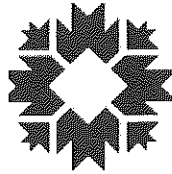
**CITY OF BLOOMINGTON
HOUSING AND NEIGHBORHOOD
DEVELOPMENT DEPARTMENT**

All-Inclusive Abatement Agreement

Issue Date: February 29, 2024

Issued By:

City of Bloomington
Housing and Neighborhood Development Department
c/o Jo Stong
401 North Morton Street
Bloomington, Indiana 47404
(812) 349-3420
stongj@bloomington.in.gov



City of Bloomington
Housing and Neighborhood Development Department
All-Inclusive Abatement Agreement

GENERAL

Date of issue: Thursday, February 29, 2024

Quote due date: Thursday, March 14, 2024, 1:00 PM

Contracting agency: City of Bloomington
Housing and Neighborhood Development Department
401 North Morton Street, Suite 130
Bloomington, Indiana 47404

BACKGROUND

The purpose of this request is to select a service provider to provide an all-inclusive abatement agreement for the City of Bloomington's Housing and Neighborhood Development Department ("HAND") to be in effect from **April 1, 2024 to February 1, 2025**. Said service provider will be responsible for providing service as requested for properties that are in violation of Title 6 of the Bloomington Municipal Code ("BMC Title 6"). Abatement will generally include the removal of garbage, recyclable materials, or yard waste (all as defined by BMC Title 6) and/or the removal of weeds, grass, or noxious plants (all as defined by BMC Title 6) that exceed the height of eight inches from properties in violation of Title 6 located within the City of Bloomington's jurisdictional limits.

IDENTIFICATION REQUIREMENTS

HAND must receive quotes at the email address listed below **no later than 1:00 P.M. local time, Thursday, March 14, 2024**. Include in the subject line of the email "**Abatement Agreement.**" This packet includes a Quote Form that must be completed and returned via email to Jo Stong, Neighborhood Compliance Officer for the HAND Department.

City of Bloomington
Housing and Neighborhood Development Department
Jo Stong
stongj@bloomington.in.gov

BASIS OF EVALUATION AND CONTRACT AWARD

A contract shall be awarded to the most responsive and responsible service provider(s) that best meets the following criteria and is most advantageous to HAND. The term of this Agreement shall be one year, commencing on the effective date. This Agreement may be renewed for two (2) additional one-year terms so long as none of the terms and conditions of the original contract are modified in any way. Each of the (2) two additional one-year terms shall automatically renew unless the City, not less

than thirty (30) days before the termination date of the current term, notifies the service provider in writing that the Agreement will not be renewed .

The following criteria shall be used to evaluate quotes. These are listed in order of importance:

1. Experience of the firm or individual in abatement service to the City of Bloomington and other companies or local governmental units;
2. Capability, experience, and certifications of the personnel assigned to provide abatement services;
3. Any description of proposed services to be provided;
4. Capacity to perform the work outlined in the scope of work below;
5. Fees and costs; and
6. Past performance of similar work and/or past performance under similar contracts with the City of Bloomington.

Interviews may be conducted at the sole discretion of HAND. The city shall not be responsible for any costs incurred by any service provider for their preparation of quotes or participation and/or travel to/from any interviews.

The service provider(s) who best meets the above-stated criteria could be awarded a contract. If an award is to be made, it may be awarded at the City of Bloomington's Board of Public Works meeting on **Tuesday, March 28, 2024, at 5:30 p.m. at City Hall, 401 N. Morton Street in the Council Chambers**, or at a subsequent Board of Public Works meeting.

The City reserves the right to rescind any award if it is determined the offer is not in the City's best interest or if errors, omissions, inaccuracies, non-compliance, or any deficiencies are discovered after the award has been issued.

The City's Board of Public Works reserves the right to reject any or all submittals, to award on an all-or-none basis, or award to multiple service providers.

INDEMNIFICATION

The selected service provider(s) shall indemnify and hold harmless the City of Bloomington, its agents, officials, and employees, from all claims, demands, actions, liabilities, losses, suits, judgments, costs, and expenses, which may directly or indirectly arise from, or be incurred as a result of the selected service provider's acts or omissions, including acts or omissions of its employees, and agents.

TAXES

The City of Bloomington is exempt from payment of federal, state, and local taxes. As such, taxes shall not be included in quoted prices. The city shall furnish tax exemption certificates if so requested.

SCOPE OF SERVICE

General Conditions

The service provider shall abate all properties subject to any abatement order by the City of Bloomington Board of Public Works from **April 1, 2024 to February 1, 2025**. The service provider shall abate any such properties to the extent that the properties are brought into compliance with the relevant provisions of Title 6 of the Bloomington Municipal Code. Abatement will generally include the removal of garbage, recyclable materials, or yard waste (all as defined by BMC Title 6) and/or the removal of weeds, grass, or noxious plants (all as defined by BMC Title 6) that exceed the height of eight (8) inches from properties in violation of Title 6 located within the City of Bloomington's jurisdictional limits.

The service provider shall provide a labor rate (hourly) for all labor performed under an agreement that contains:

1. Labor rate for removing garbage, recyclable materials, or yard waste from a property
2. Labor rate for mowing a yard wherein the yard contains weeds, grass, or noxious plants in excess of eight (8) inches
3. Any special rates (e.g., bush hogging, hand cutting, edging, etc.).

The service provider shall abate said property no later than ten (10) business days from the "Notice to Proceed" request issued by the designated HAND employee.

The service provider shall provide a detailed billing invoice when service is complete for a property. The invoice shall fully explain the type of labor rate used and the specific tasks completed for the property. **This invoice shall be provided within ten (10) days of the date of service of abatement.**

Law and Venue

Any contract and the rights and duties of the parties shall be covered and interpreted according to the State of Indiana laws. The venue of any disputes arising under the contract shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Employment Verification

The service provider shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program to ensure that the service provider employs no unauthorized aliens. The service provider shall swear under oath, via a signed affidavit, that it does not hire unauthorized aliens. The E-Verify Program is a free program operated by the United States federal government.

Non-Collusion

The selected firm or individual shall certify by affidavit that it has not, nor has any other member, representative, or agent of selected firm or individual, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Insurance

Before commencing work, the selected firm or individual shall furnish HAND with certificates showing that the following insurance is in force. Policies shall be submitted for approval of the City. They shall be endorsed to provide that the policies will not be canceled or changed until thirty (30) days after written notice of change or cancellation has been delivered to the HAND Department. Coverage shall be at least as follows:

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

If any such insurance is due to expire during the contractual period, the service provider shall not permit the coverage to lapse, and new certificates shall be furnished to HAND.



(2 pages)

CITY OF BLOOMINGTON QUOTE FORM
RFQ #2022-HAND DEPT. - PROPERTY ABATEMENT SERVICES

Important:

Both pages of this Quote Form must be completed for the quote to be valid and accepted.

EMAIL QUOTE TO:

City of Bloomington
Housing and Neighborhood Development Department
Jo Stong
stongj@bloomington.in.gov

Pricing shall include all labor costs and material.

| ITEM NO. | DESCRIPTION | COST |
|----------|--|---------------|
| 1 | Hourly Labor Cost for removing garbage, recyclable materials, or yard waste from a property | \$ <u>175</u> |
| 2 | Hourly Labor Cost for mowing a yard wherein the yard contains weeds, grass, or noxious plants in excess of eight (8) inches | \$ <u>N/A</u> |
| 3 | Hourly Labor Cost for Specialty Services such as bush hogging, hand cutting, edging | \$ <u>N/A</u> |
| | Include any additional costs here: | \$ <u>N/A</u> |

For projects requiring submission of Trench Safety Systems Affidavit, the portion of the Lump Sum cost provided above which is attributable to trench safety systems, is \$ Not applicable for this project.

VENDOR / CONTRACTOR INFORMATION

Company: Bio One of Bloomington

Name (print): Brittani Burton and Megan Ridge

Address: 200 N Meridian St. Jasonville, IN 47438

Telephone: 812-818-2138 Fax: _____

E-Mail: info@bioonebloomington.com

Signature: *Brittani Burton* *Megan Ridge*

(Must be signed by an authorized company representative.)

CITY OF BLOOMINGTON QUOTE FORM

BUSINESS EXPERIENCE AND QUALIFICATIONS

Document prior business experience with similar projects and give a detailed listing of the Contractor's qualifications, which are applicable to the Scope of Work listed in the Request for Quote.

Number of years engaged in contracting business under present firm's name: 4 months, no additional names
If less than three (3) years, provide a list of additional company names you have used in similar contracting work or have been employed under.

Have you ever defaulted on a contract? If yes, when, with whom, and why? No

Are you a City employee, the spouse of a City employee, or the dependent of a City employee? Please check yes _____ or no X.

REFERENCES

Please provide three (3) customer references for similar scope and size contracts.

1. Contact Name: Roger Meyer
Company Name: The Hagerman Group
Address: 10315 Allisonville Rd. Fishers, IN 46038
Phone: 317-503-3637 Email Address: rmeyer@hagermangc.com

2. Contact Name: Chad Louden
Company Name: _____
Address: 189 Diamond Rd Heltonville, IN 47436
Phone: 812-929-2746 Email Address: Loudn1179@yahoo.com

3. Contact Name: _____
Company Name: _____
Address: _____
Phone: _____ Email Address: _____

[Attach additional sheets if needed]

End of document

EXHIBIT "B"

AFFIDAVIT REGARDING E-VERIFY

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

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

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

EXHIBIT "C"

AFFIDAVIT REGARDING NON-COLLUSION

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

_____ has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by _____, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

Project/Event: Title 6 Annual Abatement Contractor Agreement

Petitioner/Representative: HAND

Staff Representative: Jo Stong

Meeting Date: 4/09/24

The HAND Department is seeking approval for retaining two contractors to handle abatements under BMC Title 6 Through March 31, 2025. This year HAND selected two contractors as the department believes it to be advantageous to have two contractors available to respond to abatement needs. The two contractors selected were 4U Lawn and Landscape and B&L Hazard Eco-Clean, LLC. 4U has previously served as an abatement contractor and HAND is very satisfied with that company's performance. This will be the first contract with B&L Hazard Eco-Clean, LLC for abatements. Both contract amounts are not to exceed \$10,000.00.

Respectfully submitted,

Jo Stong, HAND

City of Bloomington Contract and Purchase Justification Form

Vendor: 4U Lawn & Landscape, LLC

Contract Amount: \$10,000.00

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

PURCHASE INFORMATION

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

| | | | |
|--|--|---|---|
| <input type="checkbox"/> Request for Quote (RFQ) | <input type="checkbox"/> Request for Proposal (RFP) | <input type="checkbox"/> Sole Source | <input 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 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:

Addendum #1 to 2023 Service Agreement to increase the amount for inspections and preventative maintenance by \$20,000 and repairs and maintenance outside the scope of the maintenance agreement by \$15,000

J.D. Boruff

Print/Type Name

Facilities Director

Print/Type Title

Public Works

Department

AGREEMENT FOR ABATEMENT SERVICES

THIS AGREEMENT is entered into by and between the City of Bloomington, Indiana, through its Housing and Neighborhood Development Department and Board of Public Works (hereinafter referred to as “City”), and 4 U Lawn and Landscape, LLC, a limited liability corporation with its principal office address located at 6372 E Cox Drive, Bloomington, IN, 47408 (hereinafter referred to as “Service Provider”).

WHEREAS, the City has the authority and responsibility of inspecting real property within the municipal corporate boundaries of the City for the purpose of enforcing compliance with Bloomington Municipal Code Title 6 which addresses, among other things, yard waste, garbage and vegetation height; and

WHEREAS, the City is required to abate noncompliant real property located within the municipal corporate boundaries of the City and in so doing relies upon independent contractors to perform said abatement services; and

WHEREAS, the City sought proposals from several vendors and Service Provider submitted a proposal and was responsive and responsible; and

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

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

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

1. **Agreement Price:** The overall cost to the City for all abatement services provided by Service Provider during the term of this Agreement shall not exceed Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars. If the original agreement price of Ten Thousand and Zero-One Hundredths (\$10,000.00) Dollars is exhausted, then the parties shall negotiate an amendment to this Agreement seeking additional fund allocation with the same formality and procedures as required by the City for the original agreement price herein. No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein. Service Provider shall notify the City when it has invoiced the City for 80% of the overall cost to the City on this Agreement.
2. **Term of Agreement.** The term of this Agreement shall be from the date of execution through March 31, 2025. During the term of this Agreement, the Service Provider shall abate all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works. This Agreement may be terminated by either party upon seven days written notice to the other party. Termination of the Agreement may occur for any violation of the Agreement’s terms and conditions or for any other reason

deemed appropriate by the party effectuating the termination. The parties may, upon mutual written agreement prior to the expiration of this contract, renew this contract for a period of one additional year under the exact same terms and conditions.

3. **Scope of Work.** The Service Provider agrees to furnish all materials and equipment, and perform all work described in the Estimate #1402 provided by the Service Provider and dated March 13, 2024, a copy of which is attached hereto, marked as **Exhibit "A"**, and by this reference incorporated herein, for any and all properties which are the subject of an Abatement Order issued by the City of Bloomington Board of Public Works (hereinafter referred to as the "Subject Property").
4. **Standard of Care.** The Service Provider shall be responsible for completion of the work described in **Exhibit "A"** in a manner to meet high professional standards consistent with the Service Provider's profession in the location and at the time of the rendering of the work. The City shall be the sole judge of the adequacy of the Service Provider's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
5. **Notice Period.** Pursuant to Bloomington Municipal Code 6.06.080, any Abatement Order may be appealed within ten days ("notice period"). No abatement of a Subject Property may be commenced until after the Notice Period has expired.
6. **Time to Proceed and Time of Completion.** Upon expiration of the Notice Period (and any subsequent appeal, if filed), the Service Provider shall proceed at once to abate the Subject Property. Abatement of any and all real estate shall be completed as soon as possible and no later than ten (10) business days from the time to proceed.
7. **Payment.** The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted in **Exhibit "A"**. **Service Provider shall provide a detailed billing statement within ten days of each completed abatement.** The billing statement for each completed abatement shall be in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay each invoice within forty five (45) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction and submitted the invoice within the prescribed ten days.
8. **Appropriation of funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
9. **Indemnification.** The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the owner of any property being abated, and the City of Bloomington, its Board of Public Works, any of its departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of injury to or death of persons, sickness, disease or loss, damage or

destruction of property other than the required abatement action, belonging to either the owner of any property being abated in connection with the performance required under this Agreement.

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

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

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

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

City:
Jo Stong
HAND
City Hall at Showers
401 N. Morton Street
Bloomington, IN 47401

Service Provider:
Christopher Underwood
4 U Lawn and Landscape, LLC
6292 East State Road 45
Bloomington, IN 47408

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

24. **Intent to be Bound.** The City and the Service Provider each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
25. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Service Provider. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.
26. **Verification of New Employees' Employment Status.** Service Provider is enrolled in, and verifies the work eligibility status of all newly-hired employees through, the E-Verify program. (This is not required if the E-Verify program no longer exists).

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

27. **Non-Collusion.** Service Provider certifies that it has not, nor has any other member, representative, or agent of Service Provider, entered into any collusion by agreement or otherwise with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider signed the

non-collusion affidavit attached hereto, marked as **Exhibit "C"** and by this reference incorporated herein.

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

29. **Living Wage Ordinance.** Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as **Exhibit "D"**; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

City of Bloomington, Indiana:

Kyla Cox Deckard, President
Board of Public Works

Date

Gretchen Knapp, Deputy Mayor
City of Bloomington

Date

Anna Killion-Hanson, Director
Housing and Neighborhood Development

Date

4 U Lawn and Landscape, LLC:

Christopher Underwood,
4 U Lawn and Landscape, LLC

Date

EXHIBIT "A"

Scope of Service is described fully in RFQ#2022 and Service Provider's Quote including the Estimate #1402 which is dated 3/13/2024 all of which is attached hereto and by this reference incorporated herein.

CITY OF BLOOMINGTON QUOTE FORM
RFO #2022-HAND DEPT. - PROPERTY ABATEMENT SERVICES

Important:

Both pages of this Quote Form must be completed for the quote to be valid and accepted.

EMAIL QUOTE TO:

City of Bloomington
 Housing and Neighborhood Development Department
 Jo Stong
stongj@bloomington.in.gov

Pricing shall include all labor costs and material.

| ITEM NO. | DESCRIPTION | COST |
|----------|---|-----------------|
| 1 | Hourly Labor Cost for removing garbage, recyclable materials, or yard waste from a property | \$ 75.00 |
| 2 | Hourly Labor Cost for mowing a yard wherein the yard contains weeds, grass, or noxious plants in excess of eight (8) inches | \$ 75.00 |
| 3 | Hourly Labor Cost for Specialty Services such as bush hogging, hand cutting, edging | \$ See Attached |
| | Include any additional costs here: See Detailed Cost Breakdown | \$ |

For projects requiring submission of Trench Safety Systems Affidavit, the portion of the Lump Sum cost provided above which is attributable to trench safety systems, is \$ Not applicable for this project.

VENDOR / CONTRACTOR INFORMATION

Company: A V Lawn and Landscape LLC

Name (print): Chris Underwood

Address: 6372 E. Lee Dr. Bloomington IN 47408

Telephone: 812-320-5592 Fax: _____

E-Mail: ChrisU@AVLawnandLandscape.com

Signature: 
(Must be signed by an authorized company representative.)

CITY OF BLOOMINGTON QUOTE FORM

(Page 2)

BUSINESS EXPERIENCE AND QUALIFICATIONS

Document prior business experience with similar projects and give a detailed listing of the

Contractor's qualifications, which are applicable to the Scope of Work listed in the Request for Quote.

See Attachment

Number of years engaged in contracting business under present firm's name:
19. If less than three (3) years, provide a list of additional company names you have used in similar contracting work or have been employed under.

Have you ever defaulted on a contract? If yes, when, with whom, and why?

No

Are you a City employee, the spouse of a City employee, or the dependent of a City employee?
Please check yes or no .

REFERENCES

Please provide three (3) customer references for similar scope and size contracts.

1. Contact Name: Paul Berker
Company Name: Facilitech
Address: 738 S. Morton St. Bloomington IN 47403
Phone: 812-323-1304 Email Address: Facilitech@Facilitech.net

2. Contact Name: Ryan Strauser
Company Name: Strauser Construction
Address: 153 S. Chrizz Blvd. Bloomington IN 47401
Phone: 812-336-3609 Email Address: amstrauser@strauserci.com

3. Contact Name: Tristan Johnson
Company Name: IV Landscape Services
Address: 2222 E. 10th St. Bloomington IN
Phone: 812-855-7152 Email Address: _____

[Attach additional sheets if needed]

End of document

ESTIMATE

4 U Lawn & Landscape
6372 E. Cox Drive
Bloomington, IN 47408

chrisu@4ulawnandlandscape.com
812320-3542
www.4ulawnandlandscape.com

City of Bloomington

Bill to
City of Bloomington
Jo Slong
Housing & Neighborhood Development
401 N. Morton Street
Bloomington, IN 47404

Estimate details

Estimate no : 1402
Estimate date : 03/13/2024

| # | Date | Product or service | SKU | Qty | Rate | Amount |
|----|------|---|-----|-----|----------|----------|
| 1. | | Labor Labor rate for removing garbage per hour | | 1 | \$75.00 | \$75.00 |
| 2. | | Labor Labor rate for mowing per hour | | 1 | \$75.00 | \$75.00 |
| 3. | | Labor Rate for bush hogging per hour | | 1 | \$125.00 | \$125.00 |
| 4. | | Labor Labor rate for bush/tree trimming per hour | | 1 | \$75.00 | \$75.00 |
| 5. | | Misc. Labor Rate Organic waste disposal per truck load (6yds) | | 1 | \$40.00 | \$40.00 |
| 6. | | Misc. Labor Rate Non-organic waste disposal fee (excludes tires, and any waste listed as hazardous or unacceptable at the local trash transfer station for example, televisions, batteries, refrigerators, air conditioners, cans of paint) per ton | | 1 | \$60.00 | \$60.00 |
| 7. | | Misc. Labor Rate Tire disposal fee (passenger car) | | 1 | \$7.00 | \$7.00 |
| 8. | | Misc. Labor Rate Tire disposal fee (medium/heavy duty truck) | | 1 | \$15.00 | \$15.00 |
| 9. | | Misc. Labor Rate Labor rate for miscellaneous tractor, skid steer or mini excavator use | | 1 | \$125.00 | \$125.00 |

10.

Misc. Labor Rate

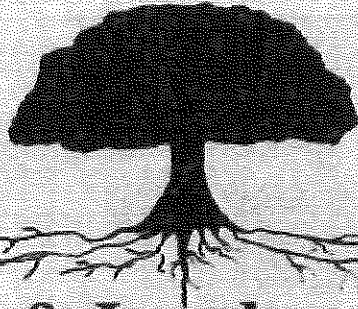
1 \$269.00 \$269.00

Mobilization Estimate (minimum due for showing up to a property that has been approved for abatement but has been brought to code by owner after approval)

Total

\$847.00

4U



'Creating Beautiful Indiana Landscapes'

Lawn & Landscape LLC

Bloomington, IN 812.320.3542

**6372 E. Cox Drive
Bloomington, IN 47408**

www.4ulawnandlandscape.com

Response to
Request for Quotes
Property Abatement Services

City Of Bloomington
Housing and Neighborhood Development
Attn: Jo Stong



**6292 East State Road 45
Bloomington, IN 47408
www.4ulawnandlandscape.com**

March 12, 2024

City of Bloomington
HAND
401 North Morton Street, Suite 250
Bloomington, IN 47401

ATTN: Jo Stong,

It is our pleasure to submit the following response to your request for proposal. We look forward to working with you, the City and the HAND Department. As a family owned and operated business our goal is provide quality service at competitive prices. As owner/operators we are involved in all aspects of our work from developing responses, such as this, to performing the work, to submitting the invoice. While we are not a large company we believe our size helps us to stay in touch with what our customers want and need in maintaining their properties. Many times we have heard our customers say that their lawns and gardens serve as a reflection of themselves. We feel the same in that our work reflects who we are and the pride we take in the work we perform.

Our desire is to provide you with this same type of service for work included in this proposal. As a company we have several years of previous abatement services with HAND as well as providing landscape and lawn care services for numerous commercial and residential clients in Bloomington and the surrounding areas. We feel we have all the necessary tools to execute all of the services you have requested. We would be happy to meet with you to discuss further our company and proposal. Please do not hesitate to contact us.

Thank you again for the opportunity to respond to your proposal.

Respectfully,

Christopher Underwood
Partner & Chief Operations Officer



**6292 East State Road 45
Bloomington, IN 47408**

Company History & Experience:

4 U Lawn and Landscape was launched over 19 years ago by Chris and Jeff Underwood, a father and son team. It was Chris's desire to establish a business that he could grow to the point that, upon graduating, would be a full service lawn care and landscaping business offering a variety of services. As the business began to grow we had discussions concerning the long-term operation and growth for the business. At that time we agreed to form a limited liability company. This was completed in early 2005 with the creation of 4U Lawn and Landscape, L.L.C. Chris is the Chief Operating Officer of the company. His duties include marketing, bidding and estimating, customer service, design, work scheduling and performance, supervision of labor, procurement of equipment and materials, and maintenance of equipment. Jeff serves as the Chief Executive Officer of the company. His duties include finance, accounting and office operations.

Initially our business consisted of performing mowing, mulching, and miscellaneous lawn care activities for residential customers. It was during this time that we received requests for small landscaping design and installation projects. Chris designed and installed a number of projects. With the success of these projects the company was able to expand and obtain equipment allowing us to move into the commercial market providing both lawn care and landscaping services while at the same time perform larger scale residential and commercial landscaping projects.

Today we provide service to numerous commercial and residential customers, with the largest portion of our business being commercial maintenance and installation services. We have worked on many IU projects as both a sub contractor and as the General Contractor. We have approximately 40 acres we maintain yearly for the university. We offer a full line of lawn care and landscaping services, including design, installation, and maintenance. All together our commercial clients compose over 80 percent of our business, with the rest being our residential clients.

Special licenses, certifications, and affiliations:

Chris has a B.S. in Landscape Horticulture & Design from Purdue University. Jeff is a Certified Public Accountant in the State of Indiana.

List any additional services and/or specialties your company can offer:

In addition to the services noted above, we offer the following landscape design and installation services: retaining walls; walkways; patios; water feature design, installation and maintenance; installation of decorative and privacy fencing; ornamental plant care; bush-hogging; land clearing; installation of drainage & erosion solutions in pervious areas; lawn installation (seeding and sod); excavating, rough and finish grading; wood chipping; snow removal; building repair and maintenance ; and retail mulch, plant, and hardscape sales.

References:

Commercial:

| Client Information | Service(s) Provided |
|--|----------------------------------|
| FaciliTech Property Management Paul Barker 738 South Morton Street Bloomington, IN 47403 (812) 323-1306 | Lawn care & landscaping services |
| Strauser Construction Ryan Strauser 4213 East Third Street Bloomington, IN 47401 (812) 336-3608 | Landscape installation services |
| Indiana University Landscape Services Tristan Johnson, Trent Chitwood 2222 E. Tenth Street, Bloomington 812-855-7152, 812-855-4103 | Lawn care and landscape services |

Identify the partner, manager and/or in-charge person assigned to this account:

Primary contact: Christopher Underwood, Partner/COO
(812) 320-3542 (cell)
chrisu@4ulawnandlandscape.com

Secondary contact: Jeffrey Underwood, Partner/CEO
(812) 320-3540 (cell)
(812) 332-0577 (office)

EXHIBIT "B"

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United State Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

EXHIBIT "C"

AFFIDAVIT REGARDING NON-COLLUSION

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

_____ has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by _____, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Board of Public Works Staff Report

Project/Event: Approve Change Order Package #2 for the Hopewell East Project

Petitioner/Representative: Engineering Department

Staff Representative: Roy Aten

Date: April 9th, 2024

- **Report:** This project was awarded to Milestone Contractors LLC at the June 21st, 2023 meeting of the Board in the amount of \$13,373,284.90. The Board approved change order package #1 on December 19th, 2023, for a not to exceed amount of \$13,537,910.09. This package of change orders include the following change orders totaling an addition of \$14,599.44 to the contract, for a final contract amount of \$13,552,509.53.
 - CO #9, Centerstone Pavement Marking and Parking Lot Quantity Adjustments, +\$1,396.00 - Pavement markings in the parking lot were installed as depicted on the plans, however the quantities did not match the estimated amounts in the unit price sheet.
 - CO #10, Demolition and removal, +\$3,100.00 - Additional demolition and removal of unforeseen items on the project.
 - CO #12, Rock Excavation for Cistern Tank, +\$12,358.00 - During excavation for the Cistern Tank additional rock was encountered.
 - CO #13, Pavilion Stain Credit, -\$5,200.00 - The Parks Department requested that the proposed staining of the outdoor furniture be removed from the proposal. This change order is a deduct from the contract price.
 - CO #14, Centerstone Roof Drains, +\$2,945.44 - During installation of the roof drains for Centerstone it was discovered that the drain pipes needed to be adjusted and relocated.

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LLC

Contract Amount: \$13,537,910.09

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: | | | Was the lowest cost selected? (If no, please state below why it was not.) |
| Met city requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Met item or need requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Construction project awarded to Milestone Contractors at the June 21st, 2023 meeting of the Board of Public Works. Change Orders are being processed in accordance with the contract documents. |
| 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:

| | |
|------------------------|-----------------|
| Original contract | \$13,373,284.90 |
| Previous Change Orders | \$164,625.19 |
| Change Order PK #2 | \$14,599.44 |
| Final contract amount | \$13,552,509.53 |

 Roy Aten

 Senior Project Manager

 Engineering

Print/Type Name

Print/Type Title

Department



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

| | |
|----------------------------------|--|
| Description | Construction of infrastructure for Hopewell Phase I East Site. |
| Prime Contractor | Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN |
| Change Order | 9 |
| Status | Pending |
| Date Created | 03/07/2024 |
| Type | Errors and Omissions, Non-recoverable |
| Summary | Centerstone Pavement Marking and Parking Lot Quantity Adjustments |
| Change Order Description | <p>Upon completion of the asphalt paving in the new Centerstone parking lot, the pavement markings, concrete parking bumpers and necessary signage was installed.</p> <p>Although the parking lot painted stripes, both White and Blue, were installed as they were shown in the plans, the final quantity that was installed and measured in place did not match the planned quantity.</p> <p>The following Items and their quantities are addressed by this change order:</p> <p>Item 0042 - (Line, Paint, Solid, White, 4 Inch): *Planned Qty: 1067.0 LFT. *Installed Qty: 1218.0 LFT. *Overrun Qty: +151.0 LFT. *Cost Increase: (+\$604.00).</p> <p>Item 0043 - (Line, Paint, Solid, Blue, 4 Inch): *Planned Qty: 122.0 LFT. *Installed Qty: 221.0 LFT. *Overrun Qty: +99.0 LFT. *Cost Increase: (+\$792.00).</p> <p>This Change Order is needed to address the overrun quantities of these 2 items as outlined above for a Total Contract Cost increase of \$1396.00.</p> |
| Awarded Project Amount | \$13,373,284.90 |
| Authorized Project Amount | \$13,537,910.09 |
| Change Order Amount | \$1,396.00 |

Revised Project Amount \$13,539,306.09

Increases/Decreases

| Line Number | Item ID | Unit | Unit Price | Current | | Change | | Revised | |
|----------------------------------|-----------|------|------------|-----------|------------|----------|------------|-----------|------------|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |
| Section: 1 - Description | | | | | | | | | |
| 0042 | 808-06713 | LFT | \$4.000 | 1,067.000 | \$4,268.00 | 151.000 | \$604.00 | 1,218.000 | \$4,872.00 |
| LINE, PAINT, SOLID, WHITE, 4 IN. | | | | | | | | | |
| 0043 | 808-09314 | LFT | \$8.000 | 122.000 | \$976.00 | 99.000 | \$792.00 | 221.000 | \$1,768.00 |
| LINE, PAINT, SOLID, BLUE, 4 IN. | | | | | | | | | |
| 2 items | | | Totals | | \$5,244.00 | | \$1,396.00 | | \$6,640.00 |

Attachments

| Document | Name | Description | Submission Date |
|--|--|--|-------------------------|
| Centerstone_Parking_Lot_-_Pavement_Marking_Re-Measure.docx | Centerstone Parking Lot - Pavement Marking Re-Measure.docx | Notes from Shrewsberry inspector regarding the field measured total quantities for the 2 items that required a quantity increase over the Planned Qty to match the field installed lines per the pavement marking plans. | 03/27/2024 02:53 PM EDT |
| 1 attachment | | | |

Not valid until signed by the Engineer, Contractor, and Owner

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

Indiana Sign & Barricade: Centerstone Parking Lot

Item #42 Line, Paint, Solid, White, 4 IN. = 1218 Lft. (Completed on 11/02/23).

Re-measured 12/21/23

20x59' = 1180'

Hash Marks 32'

Total = 1212 Lft

Item #43 Line, Paint, Solid, Blue, 4 IN. = 221 Lft. (Completed on 11/02/23).

Re-Measured 12/21/23

20'x6 = 120'

Hash Marks 94'

Total = 214 Lft

Item #44 Pvmt Msg Mark ADA Symbol = 4 Each (Completed on 11/02/23).

M.D. Buchanan



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

| | |
|---------------------------------|---|
| Description | Construction of infrastructure for Hopewell Phase I East Site. |
| Prime Contractor | Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN |
| Change Order | 10 |
| Status | Pending |
| Date Created | 03/07/2024 |
| Type | Changed Conditions |
| Summary | Addit. Quantity needed to account for Demolition or Removal Items addressed on site. |
| Change Order Description | <p>During various phases of the project and the associated Clearing Right of Way, the Demolition of the existing site conditions, as well as the removal of various infrastructure and utilities items, some additional items were discovered for removal.</p> <p>The Items that are addressed by this Change Order (#0010) are as follows:</p> <p><u>Item 0015 (Manhole, Remove):</u></p> <ul style="list-style-type: none">*Planned Qty: 3.0 EA. {As shown on Plan Sht D103, STR #116; Plan Sht D102, STR #151 & STR #156}*Measured QTY: 4.0 EA.*Increased QTY: +1.0 EA. {STR #112 uncovered in Morton St., adjacent to the Bus Stop Structure on Plan Sht D103}*C.O. Value: +\$2000.00. <p><u>Item 0019 (Fence and Posts, Remove):</u></p> <ul style="list-style-type: none">*Planned Qty: 32.0 LFT. {As shown on Plan Sht D104 adjacent to the North Centerstone Entrance}*Measured QTY: 62.0 LFT.*Increased QTY: +30.0 LFT. {Accounts for additional fence and post removed adjacent to The Lot 5 Detention System, starting at Morton St and heading West - Ref. Plan Sht. D103} |

*C.O. Value: \$900.00.

Item 0022 (Guardrail, Remove):

*Planned Qty: 120.0 LFT. {As shown on Plan Sht. D101}

*Measured QTY: 130.0 LFT.

*Increased QTY: +10.0 LFT. {Accounts for the approximately 5.0 LFT additional that was on each end of the Guardrail on site.}

*C.O. Value: +\$200.00.

Total Net Cost Change / Increase to the Project resulting from this Change Order (#0010) is: \$3100.00

| | |
|----------------------------------|-----------------|
| Awarded Project Amount | \$13,373,284.90 |
| Authorized Project Amount | \$13,537,910.09 |
| Change Order Amount | \$3,100.00 |
| Revised Project Amount | \$13,541,010.09 |

Increases/Decreases

| Line Number | Item ID | Unit | Unit Price | Current | | Change | | Revised | |
|---------------------------------|-----------|------|-------------|----------|------------|----------|------------|----------|------------|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |
| Section: 1 - Description | | | | | | | | | |
| 0015 | 202-93047 | EACH | \$2,000.000 | 3.000 | \$6,000.00 | 1.000 | \$2,000.00 | 4.000 | \$8,000.00 |
| MANHOLE, REMOVE | | | | | | | | | |
| 0019 | 202-96430 | LFT | \$30.000 | 32.000 | \$960.00 | 30.000 | \$900.00 | 62.000 | \$1,860.00 |
| FENCE & POSTS, REMOVE | | | | | | | | | |
| 0022 | 601-02241 | LFT | \$20.000 | 120.000 | \$2,400.00 | 10.000 | \$200.00 | 130.000 | \$2,600.00 |
| GUARDRAIL, REMOVE | | | | | | | | | |

| Line Number | Item ID | Unit | Unit Price | Current | | Change | | Revised | |
|-------------|---------|------|------------|----------|------------|----------|------------|----------|-------------|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |
| 3 items | | | Totals | | \$9,360.00 | | \$3,100.00 | | \$12,460.00 |

Not valid until signed by the Engineer, Contractor, and Owner

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

| | |
|----------------------------------|--|
| Description | Construction of infrastructure for Hopewell Phase I East Site. |
| Prime Contractor | Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN |
| Change Order | 12 |
| Status | Pending |
| Date Created | 03/07/2024 |
| Type | Changed Conditions |
| Summary | Rock was discovered when excavating for the Cistern Tank, as well as other Storm Detention excavations. |
| Change Order Description | The Items that are addressed by this Change Order (No. 0012) are as follows: Item 0182 (Excavation, Rock): *Planned Qty: 100.0 CYS. *C.O. 05 QTY: 40.0 CYS (\$40,000.00). *Increased QTY: + 61.79 CYS. *C.O. Value: +\$12,358.00. Total Net Cost Change to the Project resulting from this Change Order (No. 0012) is: \$12,358.00 |
| Awarded Project Amount | \$13,373,284.90 |
| Authorized Project Amount | \$13,537,910.09 |
| Change Order Amount | \$12,358.00 |
| Revised Project Amount | \$13,550,268.09 |

Increases/Decreases

| Line Number | Item ID | Unit | Unit Price | Current | | Change | | Revised | |
|---------------------------------|-----------|------|------------|----------|-------------|----------|-------------|----------|-------------|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |
| Section: 1 - Description | | | | | | | | | |
| 0182 | 203-02010 | CYS | \$200.000 | 140.000 | \$28,000.00 | 61.790 | \$12,358.00 | 201.790 | \$40,358.00 |
| EXCAVATION, ROCK | | | | | | | | | |
| 1 item | Totals | | | | \$28,000.00 | | \$12,358.00 | | \$40,358.00 |

Not valid until signed by the Engineer, Contractor, and Owner

| | | |
|----------|------------|-----------------------|
| _____ | _____ | _____ |
| Engineer | Contractor | Board of Public Works |
| _____ | _____ | _____ |
| Title | Title | Title |
| _____ | _____ | _____ |
| Date | Date | Date |



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

| | |
|----------------------------------|--|
| Description | Construction of infrastructure for Hopewell Phase I East Site. |
| Prime Contractor | Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN |
| Change Order | 13 |
| Status | Pending |
| Date Created | 03/13/2024 |
| Type | Scope Changes |
| Summary | Pavilion Stain Credit from supplier Fuller Hardwoods. |
| Change Order Description | It was decided early in the construction phase that The Owner had a preference to have the stain removed from the wooden Outdoor Structure members and instead accept a credit from Milestone and the wood supplier (Fuller Hardwoods). This Change Order will realize the cost savings that was previously agreed to. |
| Awarded Project Amount | \$13,373,284.90 |
| Authorized Project Amount | \$13,537,910.09 |
| Change Order Amount | -\$5,200.00 |
| Revised Project Amount | \$13,532,710.09 |

New Items

| Line Number | Item ID | Unit | Quantity | Unit Price | Extension |
|---|-----------|------|----------|--------------|--------------------|
| Section: 1 - Description | | | | | |
| 0220 | 109-04630 | LS | 1.000 | -\$5,200.000 | -\$5,200.00 |
| COST REDUCTION INCENTIVE PROPOSAL NO. | | | | | |
| Reason: Removal of the Stain on the Pavilion Hardwood as originally planned. | | | | | |
| 1 item | | | | | Total: -\$5,200.00 |

Attachments

| Document | Name | Description | Submission Date |
|------------------------------|------------------------------|---|----------------------------|
| FULLER_WOODS_CRED IT.docx | FULLER WOODS CRED IT.docx | Invoice from Milestone showing the \$5200.00 Credit from Fuller Hardwoods for the deletion o f the planned wood stain. | 03/27/2024 02:23 PM EDT |
| 1 attachment | | | |

Not valid until signed by the Engineer, Contractor, and Owner

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date



Milestone Contractors, L.P.
 4755 West Arlington Rd.
 Bloomington, IN 47404
 Phone: (812) 330-2037
 Fax: (812) 330-2118

PCO Pricing Sheet

Date: November 6, 2023

www.milestonelp.com

Pages: 1

To: ROY ATEN
 CITY OF BLOOMINGTON

Project: HOPEWELL PHASE 1 EAST

Description: STAIN REMOVAL CREDIT
 PAVILION WOOD

Est. No.:

Ref:
 Qty:

Labor:

Total Labor Cost from Estimate Sheet:

Labor Subtotal

Equipment:

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal

Material:

Total Material Cost from Estimate Sheet:

Material Subtotal

Trucking

Total Trucking cost from Attached Sheets:

\$

Trucking

Trucking Subtotal

\$

Subcontractor

Total Trucking cost from Attached Sheets:

Subcontractor Subtotal

\$

(5,200.00)

Subtotal

Bond (.75% rate) 10% \$ -
 Labor Markup 10% \$ -
 Equipment Markup 10% \$ -
 Material Markup 10% \$ -
 Trucking Markup 10% \$ -
 Subcontract Markup 0% \$ -

Total

\$

(5,200.00)

Unit Price

#DIV/0!

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.
 PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

Signed:

Date:

November 6, 2023

Terms:

Upon Receipt

Submitted By:

thomas gott

Approved By:

Printed:

Date

Date



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

| | |
|----------------------------------|---|
| Description | Construction of infrastructure for Hopewell Phase I East Site. |
| Prime Contractor | Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN |
| Change Order | 14 |
| Status | Pending |
| Date Created | 03/25/2024 |
| Type | Changed Conditions |
| Summary | An alternative route and elevation was required along the North side of Centerstone to Outlet the existing Roof Drains. |
| Change Order Description | <p>An alternative route and elevation was required along the North side of Centerstone to Outlet the existing Roof Drains. The an Extension of the Existing 10 inch Roof Drain from the area of The Centerstone North Entrance near STR CS-1 was intercepted and extended to the East for an outlet connection into STR CS-2.</p> <p>*Milestone will perform the work and The City will compensate for the Materials used to perform this pipe extension. The Clean-Outs requested by the City will be offset into the planter bed to the north side of the sidewalk / ramp.</p> <p>The Net Cost / Increase to the Project as a result of this Change Order (#14) is a Total \$2945.44.</p> |
| Awarded Project Amount | \$13,373,284.90 |
| Authorized Project Amount | \$13,537,910.09 |
| Change Order Amount | \$2,945.44 |
| Revised Project Amount | \$13,540,855.53 |

New Items

| Line Number | Item ID | Unit | Quantity | Unit Price | Extension |
|---|-----------|------|----------|-------------|-------------------|
| Section: 1 - Description | | | | | |
| 0230 | 715-05059 | LS | 1.000 | \$2,945.440 | \$2,945.44 |
| SEWER | | | | | |
| Reason: - 10 inch Roof Drain Extension from Centerstone North Entrance near STR CS-1 with an outlet connection into STR CS-2 | | | | | |
| 1 item | | | | | Total: \$2,945.44 |

Attachments

| Document | Name | Description | Submission Date |
|------------------------------------|------------------------------------|-------------|-------------------------|
| CO-14_10in_DOWNSPOUT_MATERIAL.docx | CO-14 10in DOWNSPOUT MATERIAL.docx | | 03/28/2024 03:38 PM EDT |
| 1 attachment | | | |

Not valid until signed by the Engineer, Contractor, and Owner

Engineer

Contractor

Board of Public Works

Title

Title

Title

Date

Date

Date

Direct Cost Report

| Activity Resource | Desc | Quantity Pcs | Unit | Unit Cost | Labor | Equip- Ment | Material | Supplie | Sub- Contract | Trucking |
|-------------------|------|--------------|------|-----------|-------|----------------|----------|---------|------------------|----------|
|-------------------|------|--------------|------|-----------|-------|----------------|----------|---------|------------------|----------|

BID ITEM = 1
 Description = 10" downspout material

| | | | | | | | | | | |
|------------------|-------------|---------------|-----------|------------|-------|--|--|--|--|--|
| Land Item Unit = | SCHEDULE: 1 | 100 | | | | | | | | |
| | LS | Takeoff Quan: | 2,945.440 | Engr Quan: | 0.000 | | | | | |

| | | | | | | | | | |
|----------|-------------------------------------|--------------|----------------|------------------|--------------|-------------|------------|------------|----------|
| 1 | 10" DOWNSPOUT MATERIAL COSTS | Quan: | 1.00 LS | Hrs/Shft: | 10.00 | Cal: | 510 | WC: | 1 |
|----------|-------------------------------------|--------------|----------------|------------------|--------------|-------------|------------|------------|----------|

| | | | | | | | | | | | |
|--------------|--------------------|------|---------|------|----|--------------|---------------|----------|------|----------|------|
| <u>BLANK</u> | Blank Crew | | | 0.00 | CH | Prod: | 0.0000 | Lab Pcs: | 0.00 | Eqp Pcs: | 0.00 |
| 1 | 10" MATERIAL COSTS | 1.00 | 1.00 LS | | | 0.000 | | | | | |

====> **Item Totals: 1 - 10" downspout material**

| | | | | |
|--------|------------|--|--|-----|
| \$0.00 | | | | [] |
| 0.000 | 2945.44 LS | | | |

\$0.00 * Report Totals *****

>>> **indicates Non Additive Activity**

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.
 This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:
 Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 508 40 HR WEEK (5 X 8)
- 509 45 HR WEEK (5 X 9)
- 510 50 HR WEEK (5 X 10) (Default Calendar)**
- 511 55 HR WEEK (5 X 11)
- 512 60 HR WEEK (5 X 12)
- 513 65 HR WEEK (5 X 13)
- 514 70 HR WEEK (5 X 14)
- 608 48 HR WEEK (6 X 8)
- 609 54 HR WEEK (6 X 9)
- 610 60 HR WEEK (6 X 10)
- 611 66 HR WEEK (6 X 11)
- 612 72 HR WEEK (6 X 12)
- 613 78 HR WEEK (6 X 13)
- 614 84 HR WEEK (6 X 14)
- 800 SATURDAY ONLY (TIME & 1/2)
- 900 SUNDAY ONLY (DOUBLE TIME)



Board of Public Works Staff Report

Project/Event: Approval of Change Order #4 for the Jackson Creek Trail PH II Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: April 9th, 2024

Report: This project constructed a multiuse path from the Sare Road multiuse path at Rhorer Road, westward along Rhorer Road across Jackson Creek, then northward along the creek to the south end of the existing Jackson Creek Trail in Sherwood Oaks Park. Additionally, an extension of the path along the east side of High Street from the roundabout at Rogers Road to Arden Drive, then east along Arden Drive to the existing path in southeast Park. The project was awarded to Milestone Contractors on February 10th, 2021 in the amount of \$2,429,280.00. During the punch walk for this project the City requested changes to the fencing at the intersection of the path and Rhorer Road. This change order will add \$2,271.17 to the project. The Change Order will add \$79,485.88, for a final contract amount of \$2,550,258.05.

Recommendation and Supporting Justification: Staff has reviewed the Change Order and finds that it is in proper order and executed per the terms of the INDOT-LPA agreement.

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

| <u>Project Approvals Timeline</u> | | |
|-----------------------------------|---------------|-------------|
| <u>Approval Type</u> | <u>Status</u> | <u>Date</u> |
| Funding Approval | Approved | 02/20/2017 |
| Design Services Contract | Approved | 02/20/2018 |
| Supplemental #1, Bridge | Approved | 01/22/2019 |
| ROW Services Contract | Approved | 08/20/2019 |
| Public Need Resolution | Approved | 08/20/2019 |
| Construction Inspection Contract | Approved | 10/27/2020 |
| Construction Letting* | Approved | 02/10/2021 |
| Change Order #1, Time Extension | Approved | 10/31/2022 |
| Change Order #2, Storm Changes | Approved | 03/28/2023 |
| Change Order #3, Utility Delays | Approved | 05/09/2023 |
| Change Order #4, Extra Fencing | Pending | 04/09/2024 |

* Construction contracts for federally funded projects are approved and managed by INDOT.

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LLC

Contract Amount: \$2,429,280.00

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

PURCHASE INFORMATION

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

| | | | |
|--|--|---|---|
| <input type="checkbox"/> Request for Quote (RFQ) | <input type="checkbox"/> Request for Proposal (RFP) | <input type="checkbox"/> Sole Source | <input 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: | | | Was the lowest cost selected? (If no, please state below why it was not.) |
| Met city requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Met item or need requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Construction project (Jackson Creek Trail PH II) awarded to Milestone Contractors on February 10th, 2021 via INDOT. Change Orders are being processed in accordance with the contract documents. |
| 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:

| | |
|------------------------|----------------|
| Original contract | \$2,429,280.00 |
| Previous Change Orders | \$118,706.88 |
| Change Order #4 | \$2,271.17 |
| Final contract amount | \$2,550,285.05 |

 Roy Aten

 Senior Project Manager

 Engineering

Print/Type Name

Print/Type Title

Department

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -38353

AE:Wren, Rachel

Letting Date:02/10/2021

PE/S:Lenglade, Jon

Status:Pending

Change Order Information

Date Generated: 07/11/2023

Change Order No.: 004

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Added fence and driveway posts

| | | |
|---------------------------------|-----------------|------------------|
| Original Contract Amount | \$ 2,429,280.00 | |
| Current Change Order Amount | \$ 2,271.17 | Percent: 0.094 % |
| Total Previous Approved Changes | \$ 39,221.00 | Percent: 1.615 % |
| Total Change To-Date | \$ 41,492.17 | Percent: 1.709 % |
| Modified Contract Amount | \$ 2,470,772.17 | |

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____ SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required? Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____
If N,Resolution: Approved _____ Disapproved _____
Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract: R -38353
 Project: 1500398 - State:150039800LC5
 Change Order Nbr: 004
 Change Order Description: Added fence and driveway posts
 Reason Code: CHANGED COND, Constructability Related

| CLN | PCN | PLN | Item Code | Unit | Unit Price | CO Qty | Comment | Amount Change |
|--|---------|------|-----------|------|------------|--------|---------|------------------|
| 0031 | 1500398 | 0031 | 603-03829 | LFT | 65.000 | 14.000 | C | Amount:\$ 910.00 |
| Item Description: FENCE | | | | | | | | |
| Supplemental Description1: , PEDESTRIAN | | | | | | | | |
| Supplemental Description2: | | | | | | | | |
| 0125 | 1500398 | 0125 | 603-11764 | EACH | 382.450 | 2.000 | C | Amount:\$ 764.90 |
| Item Description: FENCE POST | | | | | | | | |
| Supplemental Description1: | | | | | | | | |
| Supplemental Description2: | | | | | | | | |
| 0126 | 1500398 | 0126 | 110-01001 | LS | 596.270 | 1.000 | C | Amount:\$ 596.27 |
| Item Description: MOBILIZATION AND DEMOBILIZATION | | | | | | | | |
| Supplemental Description1: | | | | | | | | |
| Supplemental Description2: | | | | | | | | |

Total Value for Change Order 004 = \$ 2,271.17

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

At the pre-final walkthrough the City of Bloomington asked that a piece of split rail fence be added at the southwest corner of the bridge along line PR-C. The City is wanting to add the fence so that corner of the bridge has fence that matches the fence running along the trail to the northwest corner of the bridge. The City also asked that a post be added to either side of the driveway at 11+68 Lt PR-D. There is farm field fence coming up to either side fo the drive and the posts will be at the ends of the fence. Each post will be a 6 by 6. This is needed because during property acquisition it was promised to the property owner that the last post would be wood so that they can install a gate.

General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

 It is the intent of the parties that this change order is full and complete compensation for the work describe above.
 Notification and consent to this change order is hereby acknowledged.

Contractor: MILESTONE

Signed By: _____

Date: 10/4/2023

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

| Approval Level | Name of Approver | Date | Status |
|-----------------------------|------------------|------------|----------------|
| Project Engineer/Supervisor | Lenglade, Jon | 00/00/0000 | Action Pending |



Board of Public Works Staff Report

Project/Event: Request to approve Resolution 2024-15 ROW agreement for the encroachment of a grease interceptor in the Right-of-Way at 405 E. 4th St.

Staff Representative: Maria McCormick

Petitioner/Representative: Kanjana Cruz, Bloomingthaionwheels, LLC

Date: April 9, 2024

Report:

The petitioner is requesting approval to encroach into the right-of-way with the installation of a grease interceptor. This grease interceptor will be located in the middle of the entrance ramp that was approved as an encroachment at the January 30, 2024 Board of Public Works Meeting. The plan has initially called for the grease interceptor to be located on the rear of the property but that location was deemed inaccessible as the adjacent property owner would not allow access through their property.

**BOARD OF PUBLIC WORKS
RESOLUTION 2024-15**

Encroachment with Bloomingthaionwheels, LLC

WHEREAS, Bloomingthaionwheels, LLC (hereinafter “Owner”) owns the real property at 405 East 4th Street, which real estate is more particularly described in a deed recorded as Instrument No. 2013019957, in the Office of the Recorder of Monroe County (hereinafter “Property”); and

WHEREAS, on January 30, 2024, the City of Bloomington Board of Public Works signed Resolution 2024-06 approving Owner’s encroachment in the right of way for the construction of an ADA-compliant ramp and stairs to access a new front-facing entry door; and

WHEREAS, Owner wishes to install a grease interceptor which will be located underneath the ADA-compliant ramp which is in the public right of way; and

WHEREAS, the City neither desires nor intends to vacate this right of way; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks.

NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachments into the described right-of-way provided that:

1. Owner agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Owner shall be responsible for timely performance of maintenance and shall bear all expense regarding such maintenance.
2. The encroachments shall not deviate from the design which are depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.
3. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.
4. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.

5. The terms of this Resolution shall be in effect upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner and acknowledgement by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachments are undesirable in terms of the general welfare of the City; and (c) the return of a copy of the signed and notarized Resolution to the Engineering Department for recording, which must include the fee to the Monroe County Recorder's Office.
6. Owner understands and agrees that if the City or a public utility needs to work in said area for any reason, and any of the encroachments need to be removed to facilitate the City or a utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by the City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
7. If at any time it is determined that the encroached upon areas should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
8. In the event the Owner sells the property during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
9. In consideration for the use of the property, pursuant to this Resolution, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the "Owner Parties") hereby acknowledges and agrees to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorney's fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable

WITNESS, my hand and notarial seal this _____ day of _____,
20_____.

Resident of _____ County

Notary Public Signature

My Commission #: _____

Printed Name

My Commission expires: _____

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kanjana Cruz, Owner of Bloomingthaionwheels, LLC, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this _____ day of _____,
20_____.

Resident of _____ County

Notary Public Signature

My Commission #: _____

Printed Name

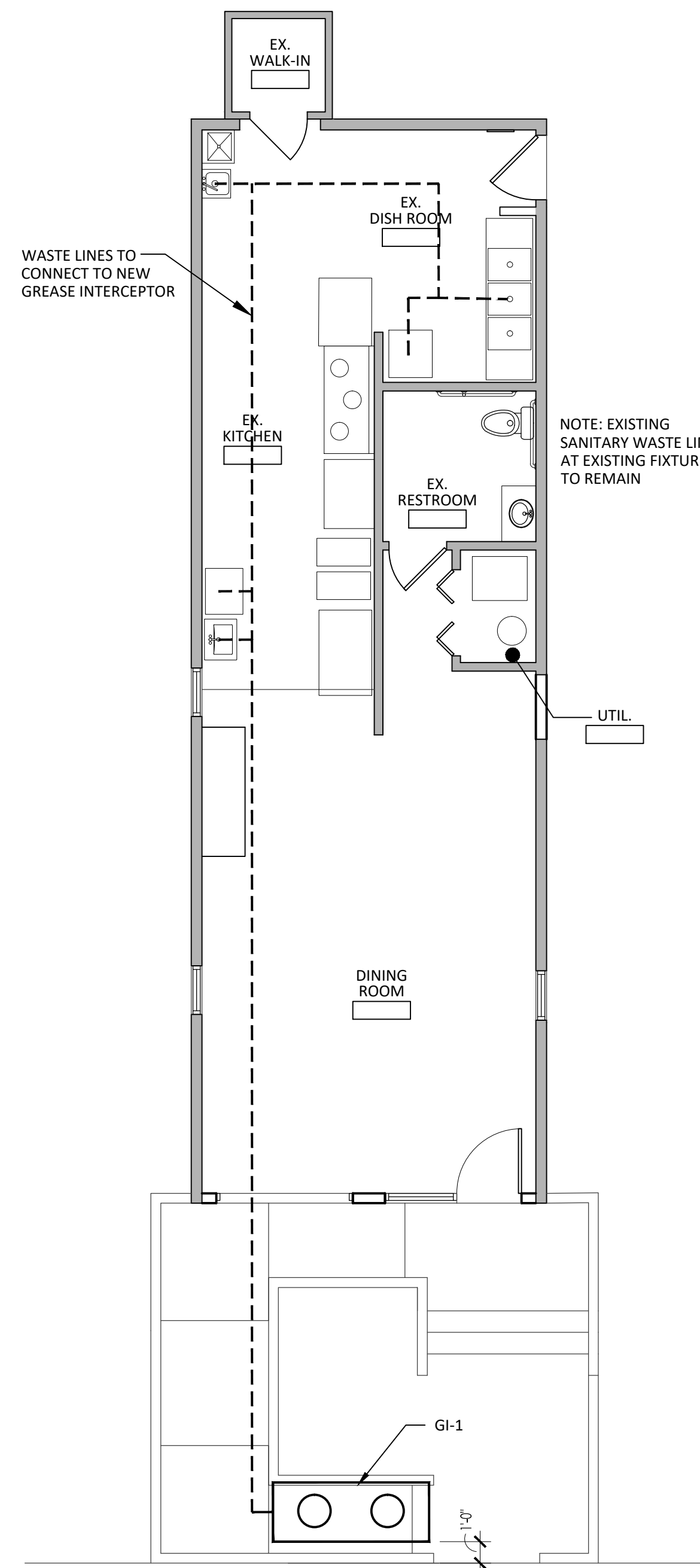
My Commission expires: _____

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Aleksandrina P. Pratt

This instrument was prepared by Aleksandrina P. Pratt, Assistant City Attorney,
City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.

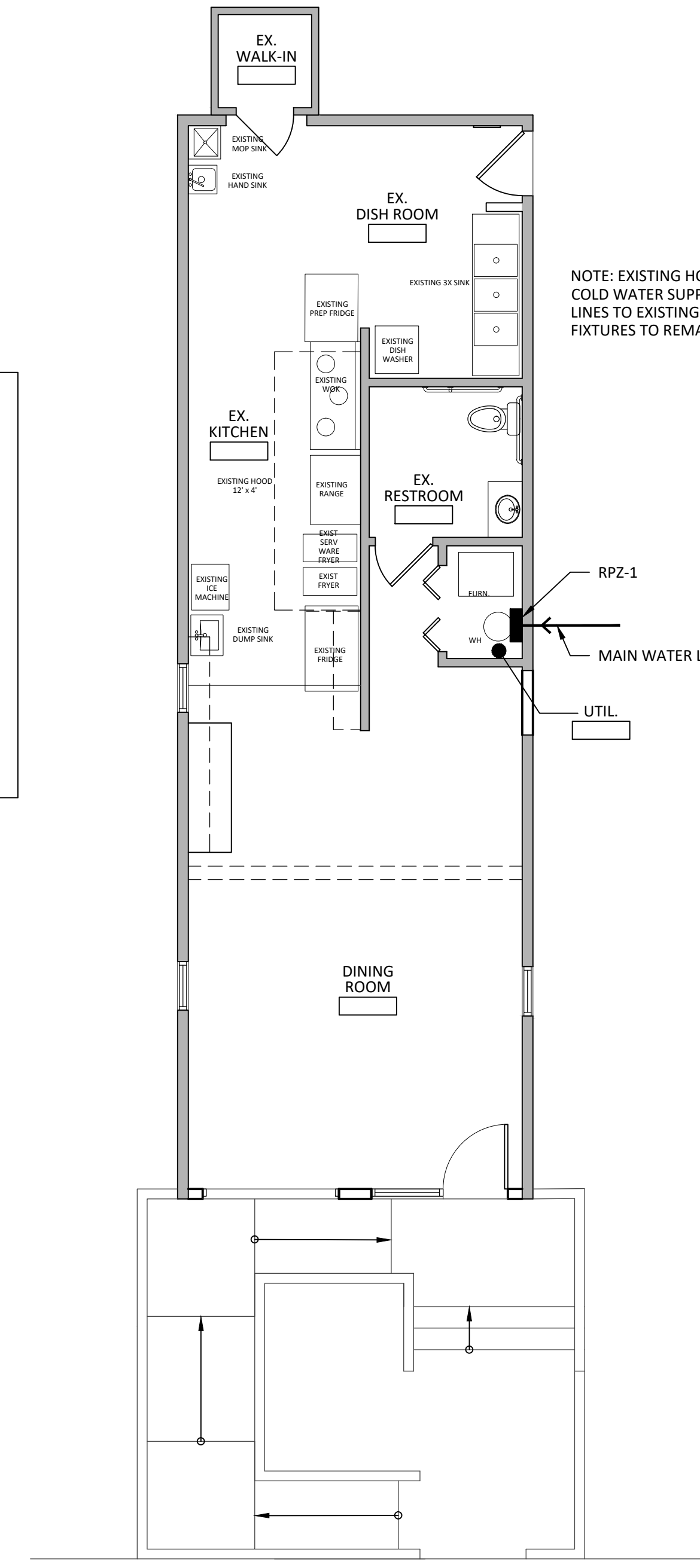
PLUMBING EQUIPMENT SCHEDULE:

| ITEM | MANUFACTURER | MODEL | DESCRIPTION |
|-------|--------------|--------|---|
| RPZ-1 | APOLLO | RP4A | BACKFLOW PREVENTER |
| GI-1 | SCHIER | GB-250 | ABOVE-GROUND HIGH CAPACITY GREASE INTERCEPTOR |



B WASTE PLAN ↑
SCALE: 3/16" = 1'-0"

- GENERAL PLUMBING NOTES:
1. REFERENCE CBU STANDARD DETAIL #31 FOR NEW BACKFLOW PREVENTER INSTALLATION. NEW DEVICE TO BE TESTED BY AN INDIANA CERTIFIED CROSS-SECTION TESTER AND REPORTED TO WWW.TRACKMYBACKFLOW.COM WITHIN 30 DAYS OF INSTALLATION, AND THEN ANNUALLY THEREAFTER. NOTIFY CBU AT BACKFLOW@BLOOMINGTON.IN.GOV ONCE THIS HAS BEEN COMPLETED.
 2. REFERENCE CBU STANDARD DETAIL #21 FOR GREASE INTERCEPTOR INSTALLATION, INSPECTION AND TESTING REQUIREMENTS. CONTRACTOR MUST CONTACT CBU UTILITIES TECHNICIAN @ 812-349-3676 PRIOR TO START OF CONSTRUCTION TO SCHEDULE A PRE-CON MEETING OR HAVE A CBU INSPECTOR ASSISTED TO PROJECT.
 3. CONTRACTOR TO CALL CARSON SWAFFORD WITH CBU @ 812-369-6928 FOR AN INSPECTION WHEN THE GREASE INTERCEPTOR IS CONNECTED TO PLUMBING.



A PIPING PLAN ↑
SCALE: 3/16" = 1'-0"

certified

project title

NEW LOCATION FOR
BLOOMINGTHAI

BLOOMINGTON, INDIANA

405 EAST 4TH STREET

project information

PROJECT NUMBER: 23-52
ISSUE DATE: 12.21.23
REVISION DATE: 03.21.24
04.02.24

sheet title

PIPING
& WASTE PLANS

sheet number

P101



Board of Public Works Staff Report

Project/Event: Request for acceptance of Public Improvement Bond estimate for Ralston Dr. Lot Subdivision

Petitioner/Representative: Suzanne Young

Staff Representative: Maria McCormick

Date: April 9, 2024

Report:

Suzanne Young is requesting approval of the Public Improvement Bond estimate for a plat subdivision on Ralston Dr. This property was recently approved to be subdivided into four (4) lots. This bond covers the costs for all public improvements for this lot subdivision – sidewalks, curbs and street trees and erosion control as shown in the attached plan set by Eric Deckard. This bond estimate has been reviewed and approved by Engineering Department staff at a value of \$76,000.00

Broadview Park 1st Addition Plat PUBLIC ROW IMPROVEMENT QUANTITIES

1/19/2024 REVISED 3/29/24

W RALSTON DRIVE & S BANTA AVENUE IMPROVEMENTS

| | Unit | Quantity | Unit Price | Total Price |
|--|------|----------|-------------------------|--------------------|
| 6' WIDE CONCRETE SIDEWALK (4") | 446 | LFT | \$55.00 | \$24,530.00 |
| CONCRETE SIDEWALK COMPACTED AGGREGATE SIZE NO. 53 BASE (4") | 65 | TON | \$45.00 | \$2,925.00 |
| 6' WIDE INDOT ACCESSIBLE CURB RAMP (WITH DETECTABLE WARNINGS) | 2 | EA | \$1,230.00 | \$2,460.00 |
| LANDSCAPING - STREET TREE PLANTING | 12 | EA | \$500.00 | \$6,000.00 |
| SILT FENCING | 381 | LFT | \$0.70 | \$266.70 |
| DRIVEWAY APRON (REINFORCED CONCRETE) | 13 | SYS | \$192 | \$2,563.20 |
| MULCH SEEDING | 555 | SYS | \$2.05 | \$1,137.75 |
| FILTER SOCK INLET PROTECTION | 3 | EA | \$140.00 | \$420.00 |
| CHECK DAM (FILTER SOCK) | 13 | LFT | \$23 | \$299.00 |
| TREE PROTECTION | 7 | EA | \$100 | \$700 |
| SITE EXCAVATION (SIDEWALK) | 99 | CYS | \$31.07 | \$3,079.38 |
| SIGN RELOCATION | 1 | EA | \$350 | \$350 |
| WATER SERVICE CONNECTION | 3 | EA | \$2,340 | \$7,020 |
| SEWER CONNECTION | 60 | LFT | \$101.24 | \$6,074.40 |
| MOBILIZATION AND SITE PREP | 1 | LS | \$3,000 | \$3,000 |
| | | | SUB-TOTAL= | \$60,825.43 |
| | | | 25% CONTINGENCY= | \$15,206.36 |
| | | | TOTAL= | \$76,031.79 |
| | | | ESTIMATED COSTS= | \$76,000.00 |

TOPOGRAPHIC SURVEY/SIDEWALK DESIGN
LOTS 176A-176D IN BROADVIEW PARK FIRST ADDITION
LOT 176 PLAT AMENDMENT
AN ADDITION TO THE CITY OF BLOOMINGTON
MONROE COUNTY, INDIANA

NOTE: CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.

LEGEND

These standard symbols will be found in the drawing.

- (SW) STORM MANHOLE
- (▽) MAILBOX
- (F) FIRE HYDRANT
- (S) SIGN
- (V) WATER VALVE
- (U) UTILITY POLE
- (G) GAS RISER
- (E) ELECTRIC BOX
- (WM) WATER METER
- (GM) GAS METER
- (SS) SANITARY MANHOLE
- OHP — OVERHEAD POWER LINE
- SS — SANITARY SEWER

- (P) Proposed
- (E) Existing

Notes:

- Fieldwork completed February 13th, 2024.
- Basis of bearing (State Plane-Indiana West).
- Coordinates shown hereon were obtained from GPS observations. Indiana West Zone, NAD83, State Plane Grid Coordinates, US Survey Feet. Geoid model ContinentalUS_NGS2018.
- Coordinate data was collected using a Carlson BRX7 GPS and a Topcon FC-5000 Data Collector. Coordinate positions are grid north (Indiana State Plane West Zone).
- I affirm, under penalty for perjury, that I have taken responsible care to redact each Social Security Number in this document, unless required by law.
-ERIC L. DECKARD
- Prior to start of construction a Right-of-Way Use permit shall be obtained from the City of Bloomington Department of Transportation.
- General note: If driveways are needed when the new lots develop, a site plan is required to see the driveway location to verify UDO compliance and those drives must be constructed per INDOT Class 1 Residential Drive standards. If sidewalk is constructed prior to the drives, the sidewalk will have to be removed and replaced with the drive apron at the drive location. Consider drive locations when locating the proposed street trees.
- Please note that any future utility installations will require street cut repair in accordance with the City's standard drawing SC-01 and any impacted public improvements (street trees, sidewalk, drives) will have to be replaced.

Certification:

This survey was performed under the direction of the undersigned, and to the best of this surveyor's knowledge and belief was executed according to survey requirements in 865 IAC 1.12 for the State of Indiana and the field work was completed on February 19th, 2024.

I, the undersigned, a Registered Land Surveyor in the State of Indiana, hereby certify that the within topography survey is accurate to the best of my knowledge and belief. The elevations shown were accumulated by GPS observation and are accurate to +/- 0.20 feet or one half contour interval, and the field work was completed February 13th, 2024.

Dated:

Eric L. Deckard, Registered Land Surveyor No. LS29900012
State of Indiana



LOCATION MAP

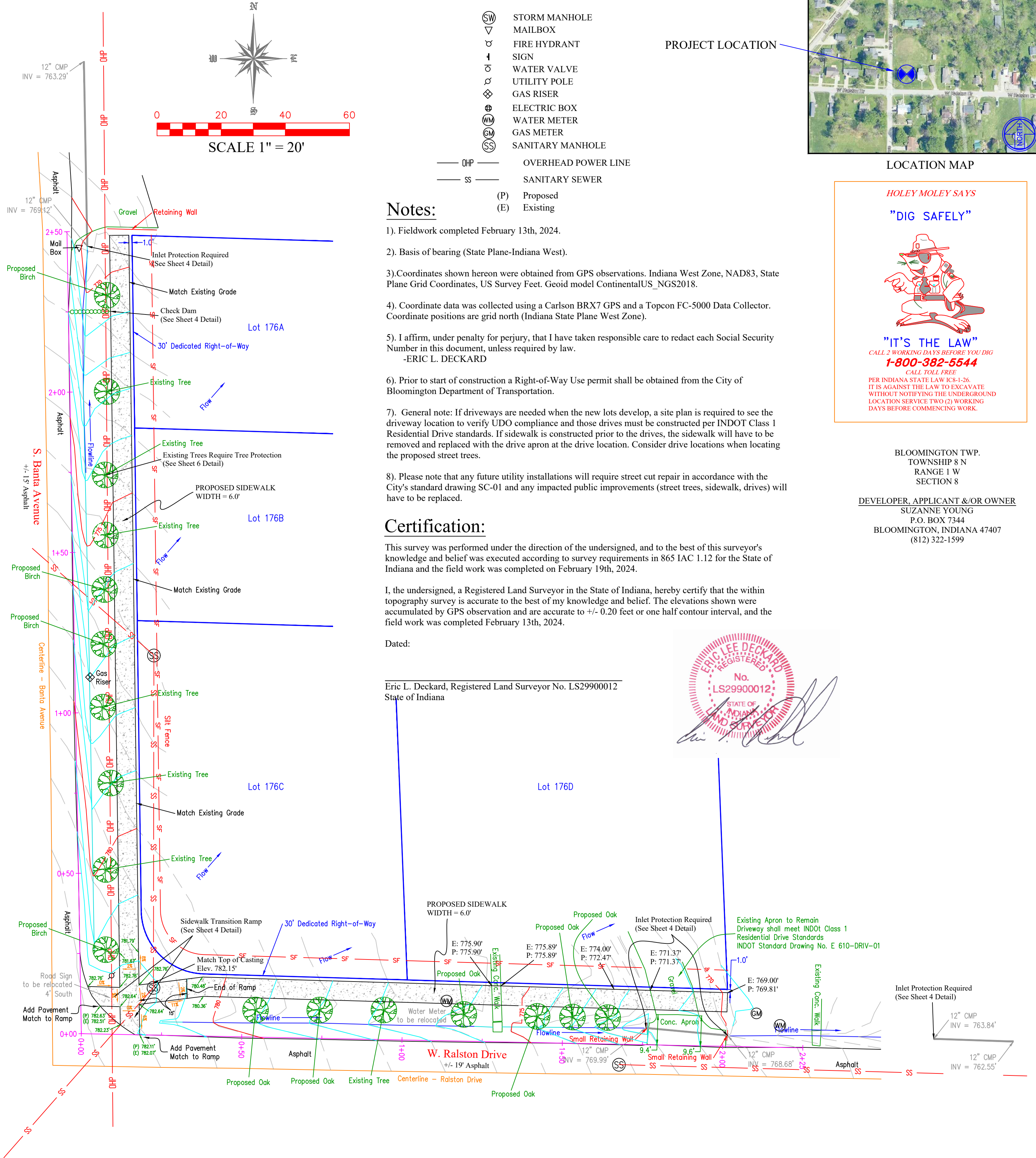
HOLEY MOLEY SAYS
"DIG SAFELY"



"IT'S THE LAW"
CALL 2 WORKING DAYS BEFORE YOU DIG
1-800-382-5544
CALL TOLL FREE
PER INDIANA STATE LAW ICR-1-26,
IT IS AGAINST THE LAW TO EXCAVATE
WITHOUT NOTIFYING THE UNDERGROUND
LOCATION SERVICE TWO (2) WORKING
DAYS BEFORE COMMENCING WORK.

BLOOMINGTON TWP.
TOWNSHIP 8 N
RANGE 1 W
SECTION 8

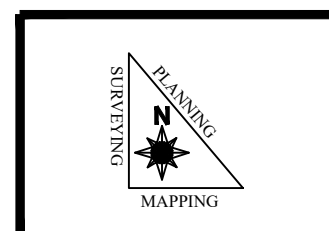
DEVELOPER, APPLICANT &/OR OWNER
SUZANNE YOUNG
P.O. BOX 7344
BLOOMINGTON, INDIANA 47407
(812) 322-1599



DATE: 3/29/24
SHEET: 6 OF 1
JOB NUMBER: 23-125

| REVISIONS | BY | DATE |
|-----------|----|------|
| | | |
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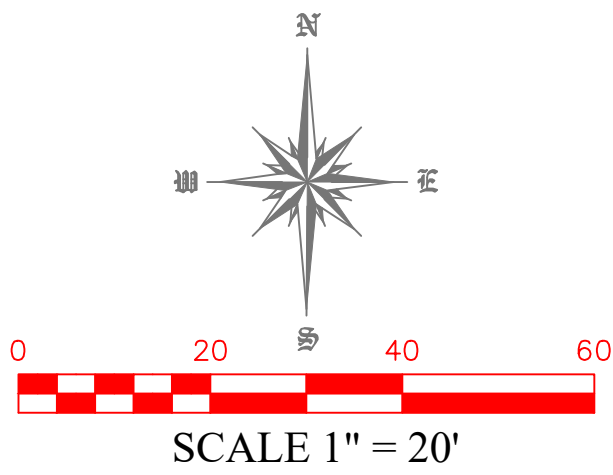
JOB TITLE
SUZANNE YOUNG
TOPOGRAPHIC SURVEY/SIDEWALK DESIGN
A PART OF SECTION 8, T8N, R1W



DECKARD
LAND SURVEYING
1604 S. HENDERSON STREET
BLOOMINGTON IN. 47401
TELEPHONE (812) 961-0235
ERICDECKARD1@MSN.COM

TOPOGRAPHIC SURVEY/SIDEWALK DESIGN
LOTS 176A-176D IN BROADVIEW PARK FIRST ADDITION
LOT 176 PLAT AMENDMENT
AN ADDITION TO THE CITY OF BLOOMINGTON
MONROE COUNTY, INDIANA

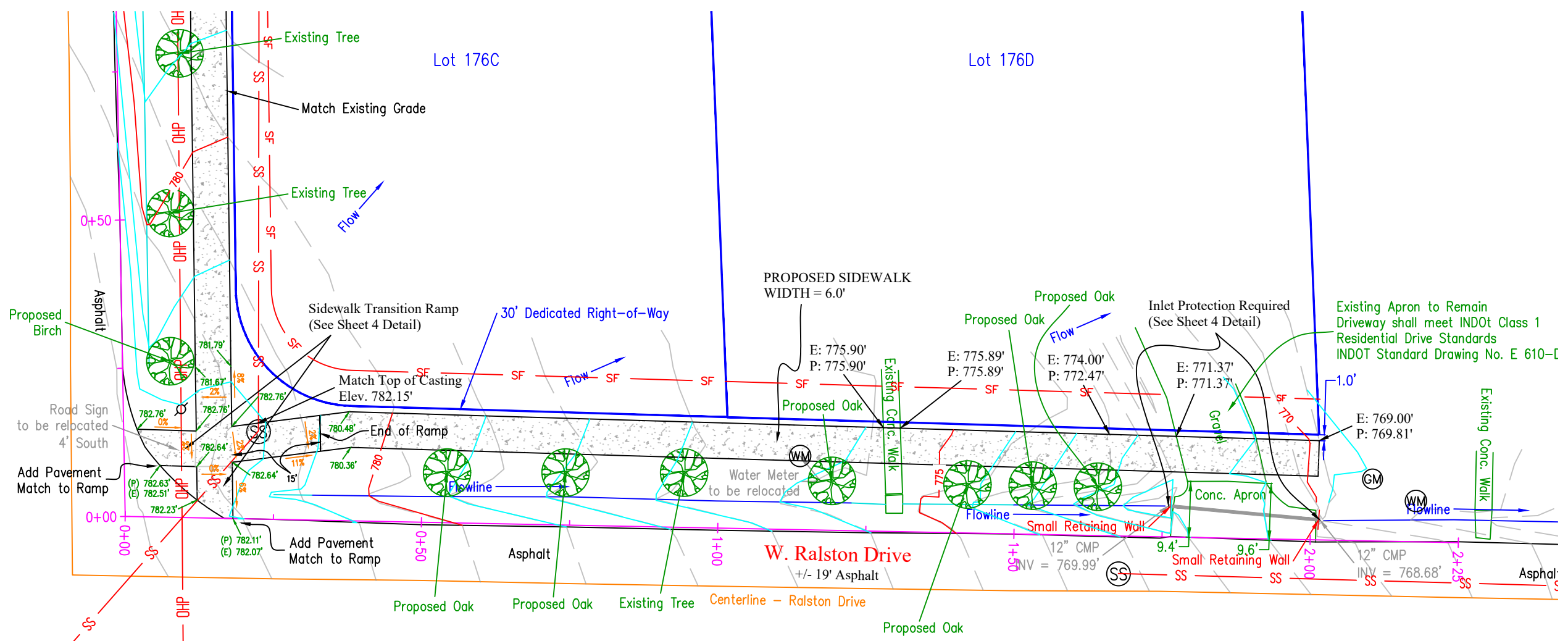
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PROJECT LOCATION

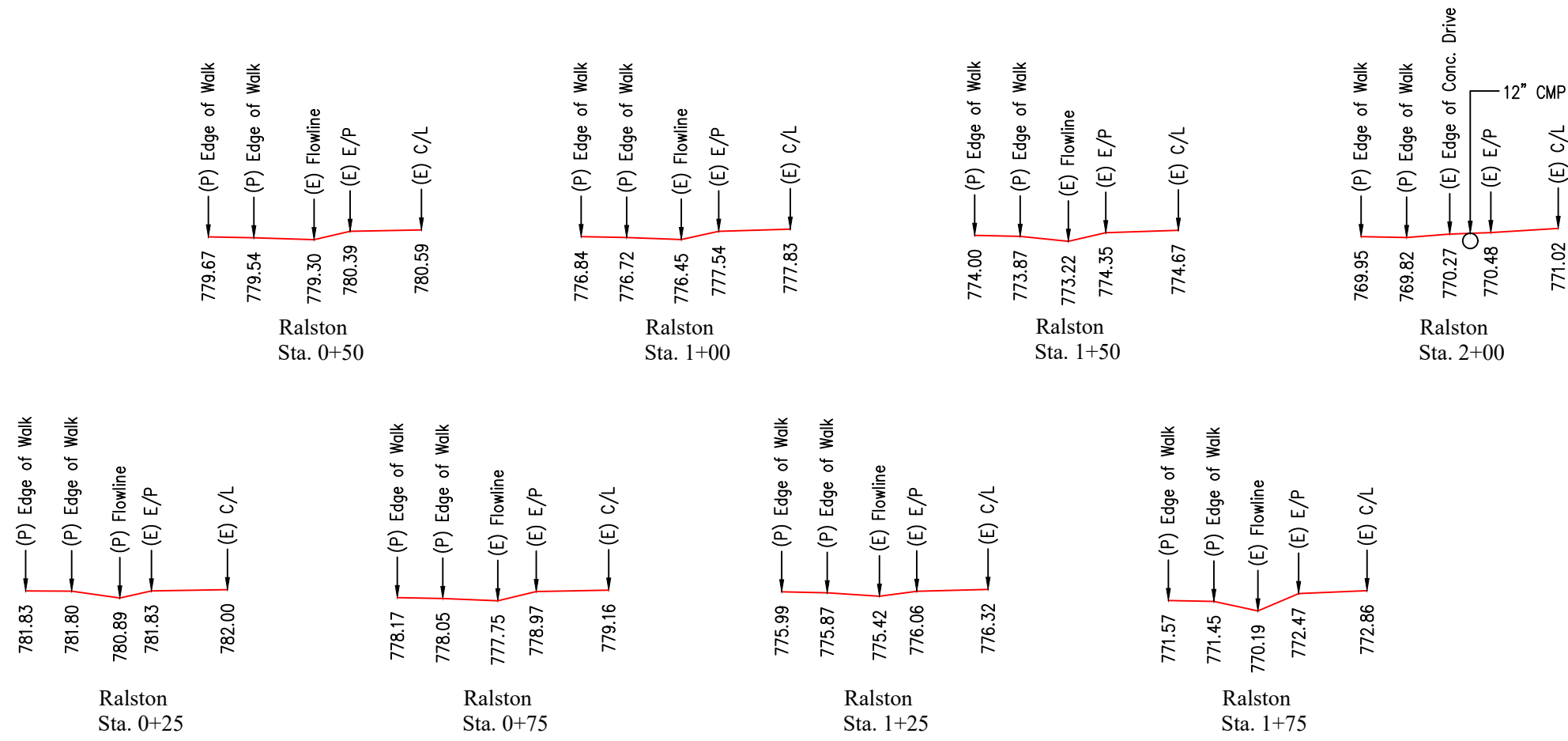


LOCATION MAP



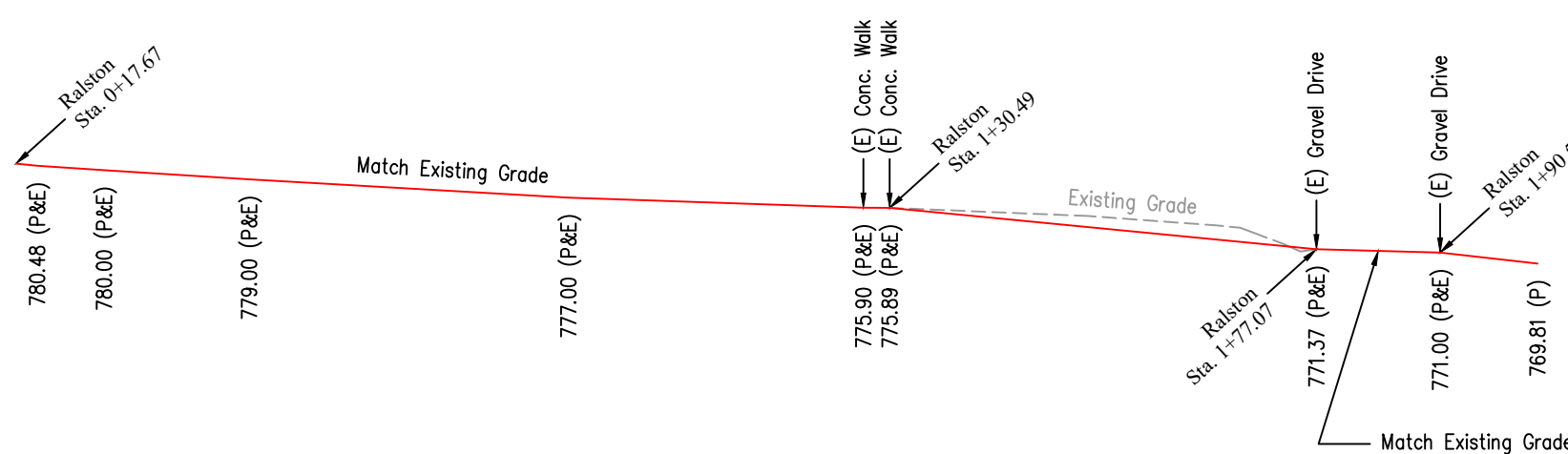
C/L - Sidewalk Cross Sections along Ralston Drive

(P) Proposed
(E) Existing



Profile - North Edge of Walk along Ralston Drive

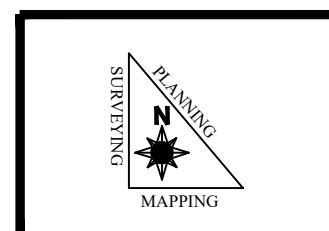
(P) Proposed
(E) Existing



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|-----------------|----------------------|----------|
| DATE 3/29/24 | SHEET 6 OF 23-125 | AS NOTED |
| | | |

| SURVEYED | REVISIONS | BY | DATE |
|----------|-----------|----|------|
| JR & TT | | | |
| DRAFTED | | | |
| JTR | | | |
| CHECKED | | | |
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| DATE | | | |
| 3/29/24 | | | |

JOB TITLE
SUZANNE YOUNG
TOPOGRAPHIC SURVEY/SIDEWALK DESIGN
A PART OF SECTION 8, T8N, R1W



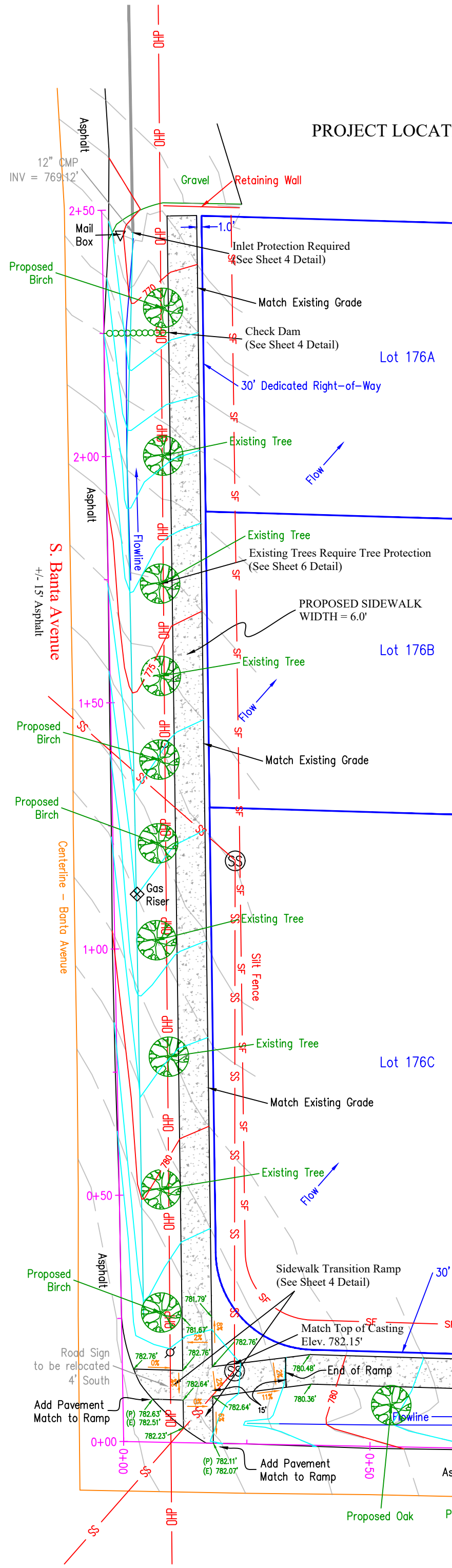
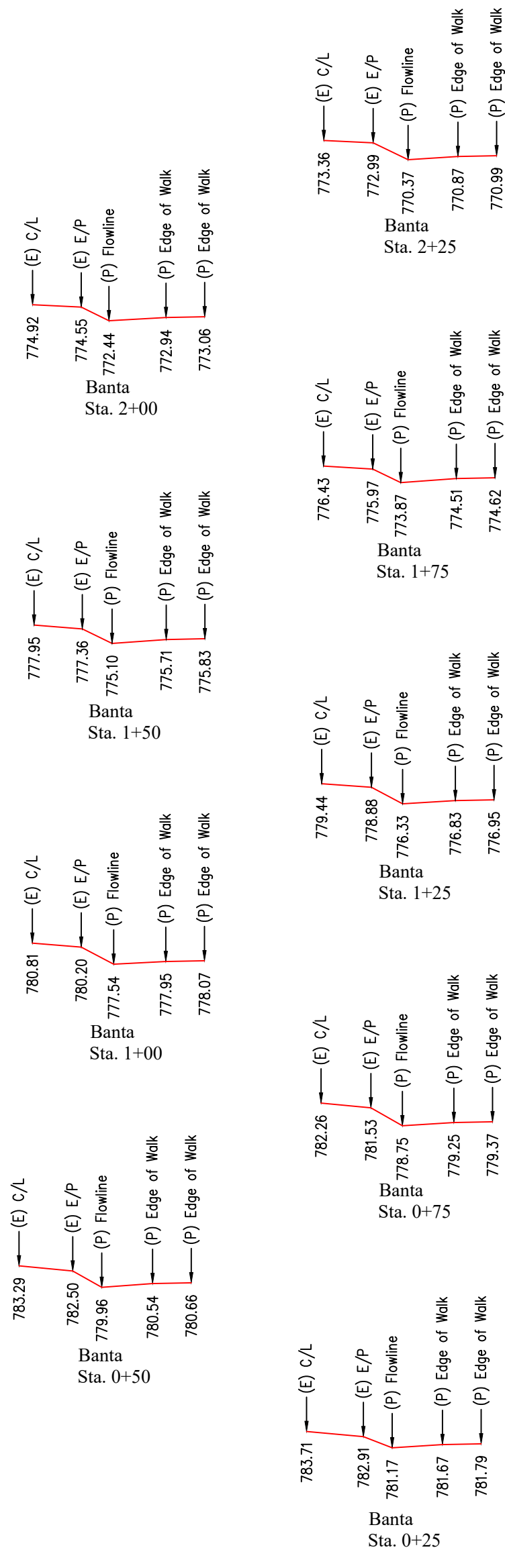
DECKARD
LAND SURVEYING
 1604 S. HENDERSON STREET
 BLOOMINGTON IN. 47401
 TELEPHONE (812) 961-0235
 ERIC@DECKARD1@MSN.COM

TOPOGRAPHIC SURVEY/SIDEWALK DESIGN
LOTS 176A-176D IN BROADVIEW PARK FIRST ADDITION
LOT 176 PLAT AMENDMENT
AN ADDITION TO THE CITY OF BLOOMINGTON
MONROE COUNTY, INDIANA

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C/L - Sidewalk Cross Sections along Banta Ave.

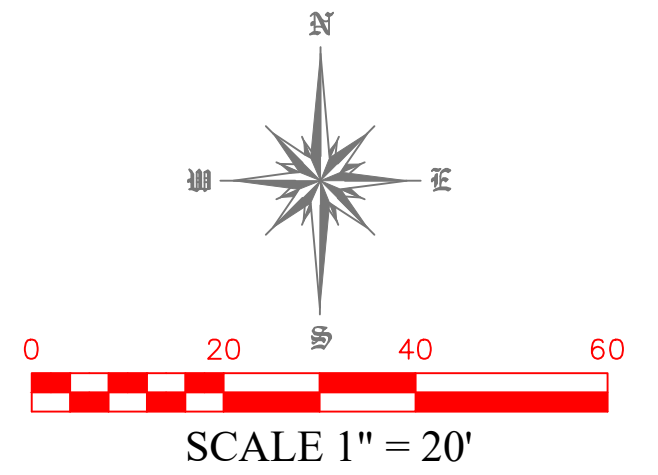
(P) Proposed
 (E) Existing



LOCATION MAP

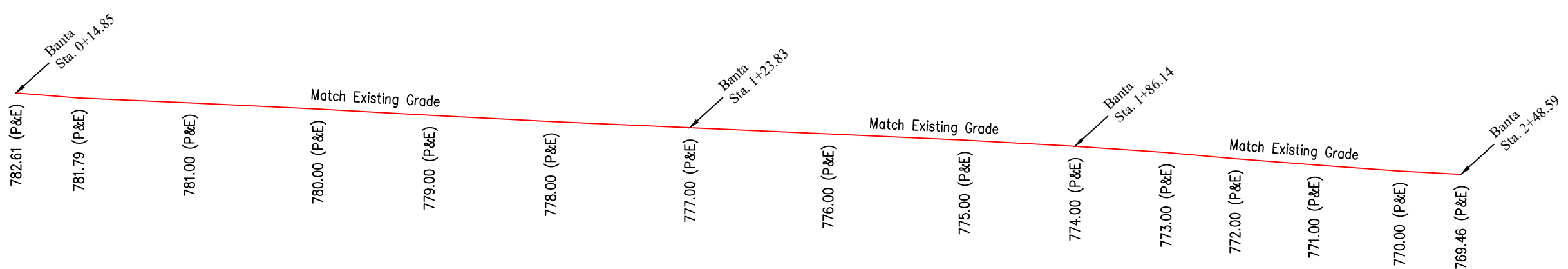
HOLEY MOLEY SAYS
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1-800-382-5544
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 PER INDIANA STATE LAW IC8-1-26,
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 LOCATION SERVICE TWO (2) WORKING
 DAYS BEFORE COMMENCING WORK.



Profile - East Edge of Walk along Banta Ave.

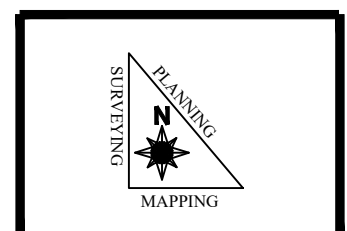
(P) Proposed
 (E) Existing



| | |
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| DATE | 3/29/24 |
| | 6 |
| SHEETS | 3 |
| | 23-125 |
| NO. REVISIONS | |

| SURVEYED | JR & TT | BY | DATE |
|----------|---------|----|------|
| DRAFTED | JTR | | |
| CHECKED | ELD | | |
| DATE | 3/29/24 | | |

JOB TITLE
SUZANNE YOUNG
 TOPOGRAPHIC SURVEY/SIDEWALK DESIGN
 A PART OF SECTION 8, T8N, R1W



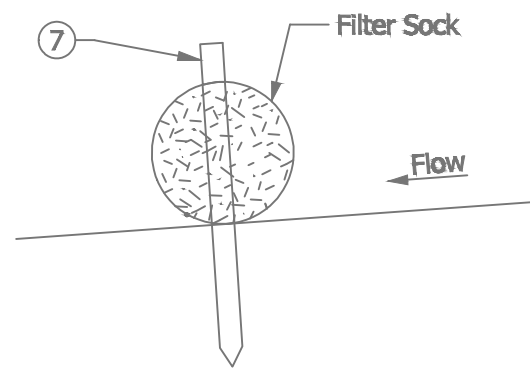
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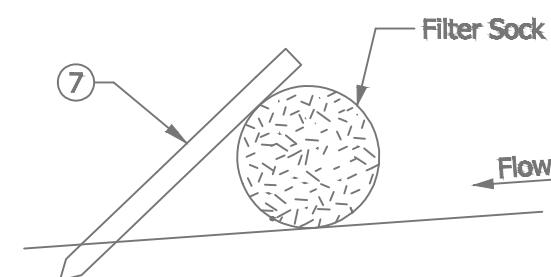
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NOTES:

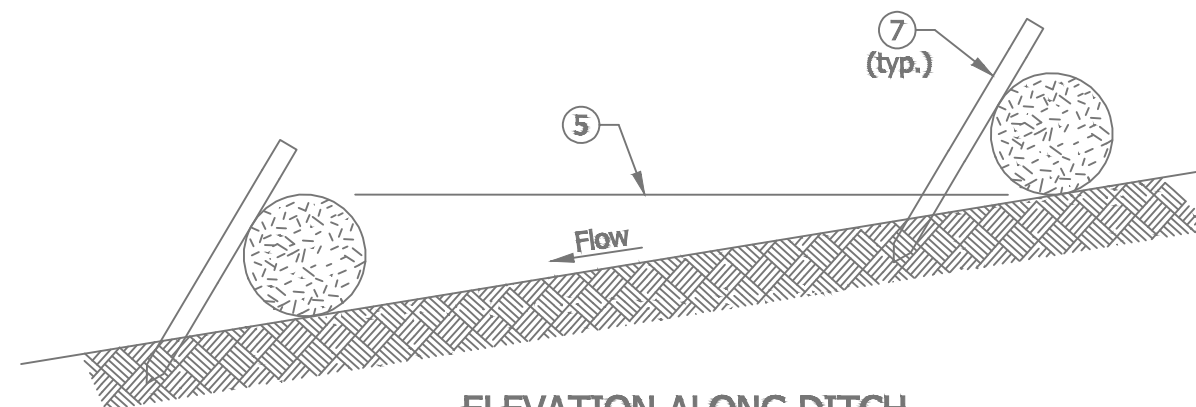
1. Fiber roll may be substituted for filter sock.
2. Check dams shall be placed perpendicular to the flow of water.
3. Check dam ends shall be positioned as shown such that storm water flows over the weir low point and does not flow around the ends.
4. Check dams shall remain in place until all upstream areas become stable.
5. Check dams shall be spaced such that the top of the downstream check dam is at the same elevation as the toe of the adjacent upstream check dam.
6. Filter sock shall be secured as shown or in accordance with the manufacturer's instructions.
7. Stake angle and length shall be sufficient to wedge filter sock to the ground to prevent movement and undercutting.



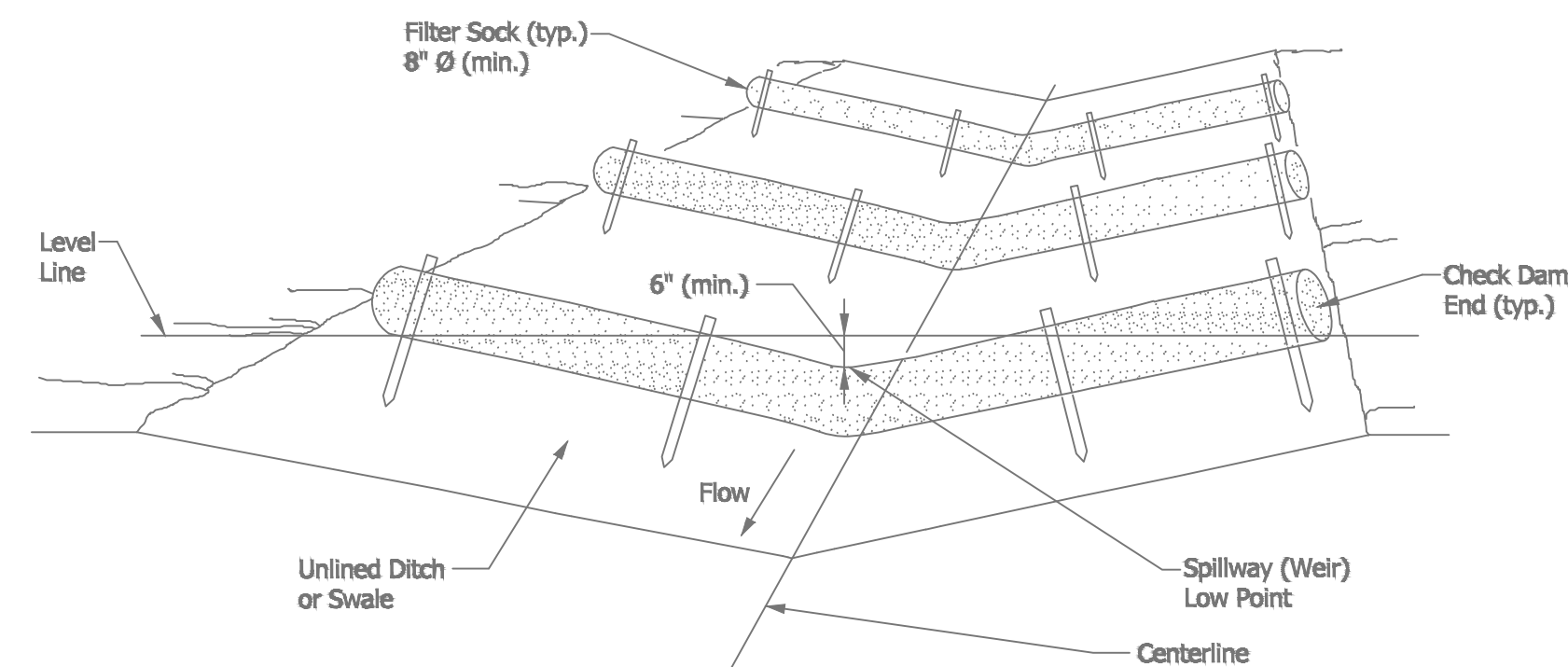
STAKE THROUGH SECURING METHOD



SLANTED STAKE SECURING METHOD

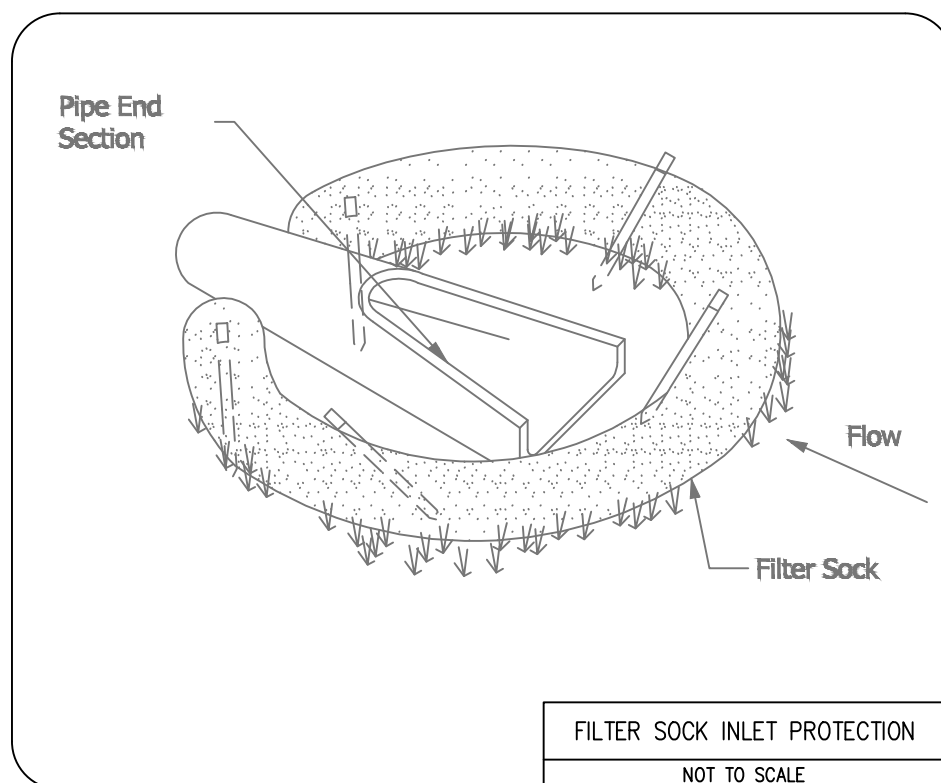


ELEVATION ALONG DITCH

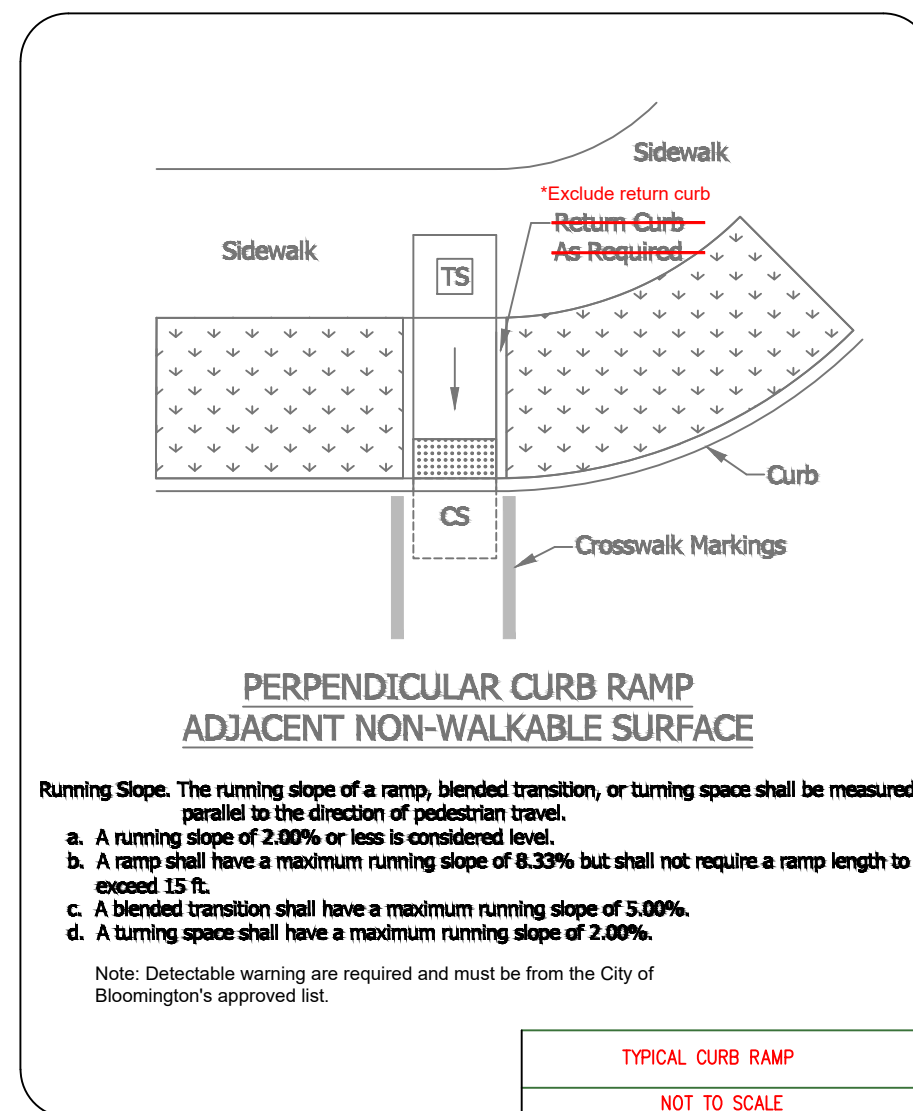


ISOMETRIC VIEW

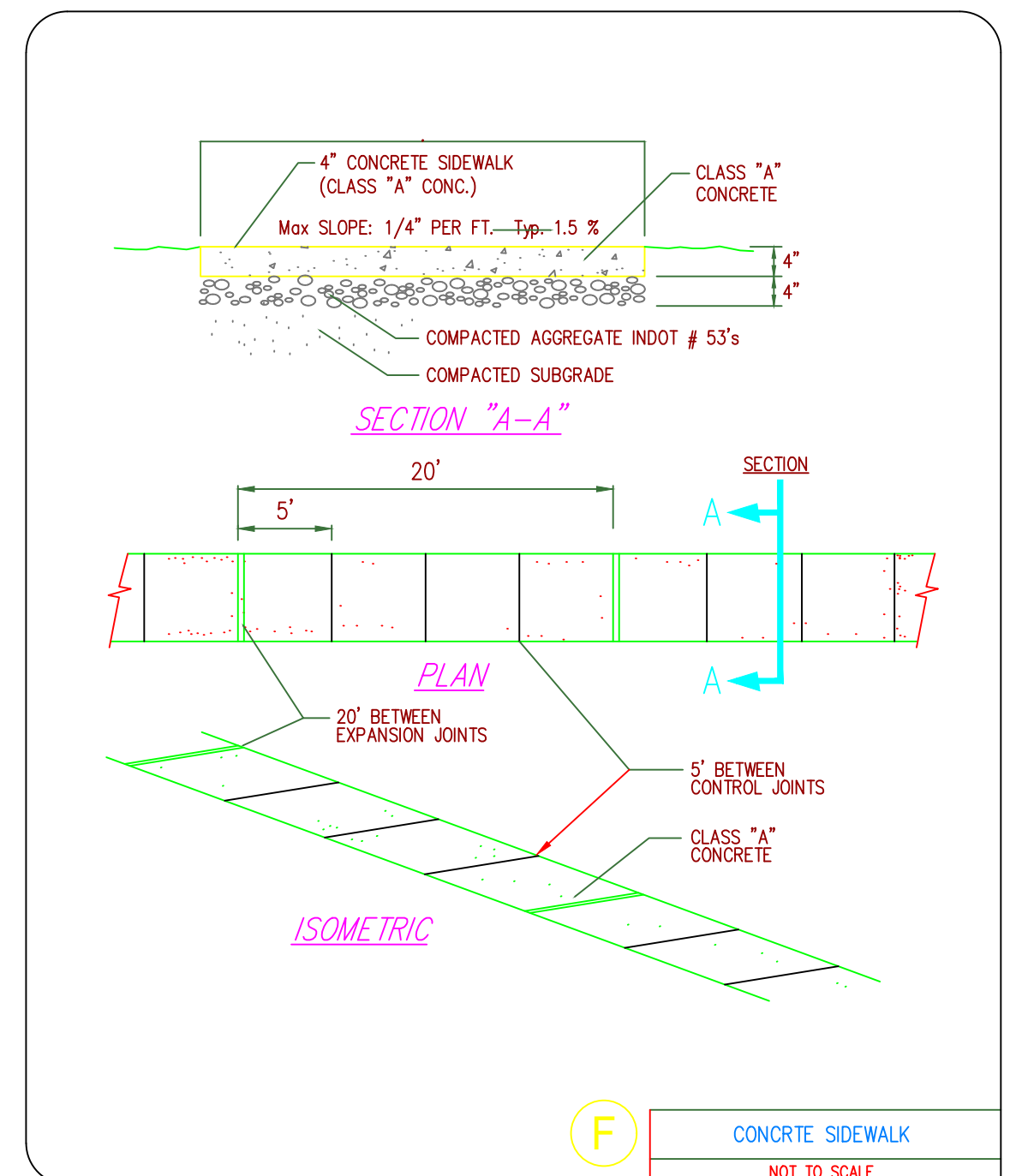
TEMPORARY CHECK DAM
LOW PROFILE
NOT TO SCALE



FILTER SOCK INLET PROTECTION
NOT TO SCALE



TYPICAL CURB RAMP
NOT TO SCALE



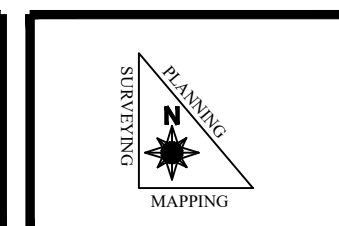
F CONCRETE SIDEWALK
NOT TO SCALE

| | | | |
|----------|------|---|--------|
| TOPO.SHT | DATE | 4 | SHEET |
| 3/29/24 | DATE | 6 | 23-125 |

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| SURVEYED | JR & TT |
| DRAFTED | JTR |
| CHECKED | ELD |
| DATE | 3/29/24 |

| REVISIONS | BY | DATE |
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| | | |
| | | |
| | | |

JOB TITLE
SUZANNE YOUNG
TOPOGRAPHIC SURVEY/SIDEWALK DESIGN
A PART OF SECTION 8, T8N, R1W



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LOTS 176A-176D IN BROADVIEW PARK FIRST ADDITION
LOT 176 PLAT AMENDMENT
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MONROE COUNTY, INDIANA

MS

PRACTICE 3.12
PERMANENT SEEDING

REQUIREMENTS Site and seedbed preparation: Graded, and lime and fertilizer applied.
 Plant Species: Selected on the basis of soil type, soil pH, region of the state, time of year, and planned use of the area to be seeded (see Exhibit 3.12-C).
 Mulch: Clean grain, straw, hay, wood, fibre, etc., to protect seedbed and encourage plant growth. The mulch may need to be anchored to reduce removal by wind or water, or erosion control blankets may be considered.

APPLICATION (Exhibit 3.12-B, C, and D) Permanently seed all final grade areas (e.g., landscape berms, drainage swales, erosion control structures, etc.) as each is completed and all areas where additional work is not scheduled for a period of more than a year.

SITE PREPARATION:

1. Install practices needed to control erosion, sedimentation, and runoff prior to seeding. These include temporary and permanent diversions, sediment traps and basins, silt fences, and straw bale dams (Practices 3.21, 3.22, 3.72, 3.73, 3.74, and 3.75).
2. Grade the site and fill in depressions that can collect water.
3. Add topsoil to achieve needed depth for establishment of vegetation (Practice 3.02).

SEEDBED PREPARATION:

1. Test soil to determine pH and nutrient levels. (Contact your county SWCD or Cooperative Extension office for assistance and soils information, including available soil testing services.)
2. If soil pH is unsuitable for the species to be seeded, apply lime according to test recommendations.
3. Fertilize as recommended by the soil test. If testing was not done, consider applying 400-600 lbs./acre of 12-12-12 analysis, or equivalent, fertilizer.
4. Till the soil to obtain a uniform seedbed, working the fertilizer and lime into the soil 2-4 in. deep with a disk or rake operated across the slope (Exhibit 3.12-B).

SEEDING:

Optimum seeding dates are Mar. 1-May 10 and Aug. 10-Sept. 30. Permanent seeding done between May 10 and Aug. 10 may need to be irrigated. As an alternative, use temporary seeding (Practice 3.11) until the preferred date for permanent seeding.

1. Select a seeding mixture and rate from Exhibit 3.12-C, based on site conditions, soil pH, intended land use, and expected level of maintenance.
2. Apply seed uniformly with a drill or cultipacker-seeder (Exhibit 3.12-D) or by broadcasting, and cover to a depth of 1/4-1/2 in.
3. If drilling or broadcasting, firm the seedbed with a roller or cultipacker
4. Mulch all seeded areas (Practice 3.15). Consider using erosion blankets on sloping areas (Practice 3.17). (NOTE: If seeding is done with a hydroseeder, fertilizer and mulch can be applied with the seed in a slurry mixture.)

Exhibit 3.12-C. Permanent Seeding Recommendations

This table provides several seeding options. Additional seed species and mixtures are available commercially. When selecting a mixture, consider site conditions, including soil properties (e.g., soil pH and drainage), slope aspect and the tolerance of each species to shade and droughtiness.

Seed species and mixtures Rate per acre Optimum soil pH

OPEN AND DISTURBED AREAS (REMAINING IDLE MORE THAN 1 YR.)

| | | |
|---------------------------|---------------|------------|
| 1. Perennial ryegrass | 35 to 50 lbs. | 5.6 to 7.0 |
| + white or ladino clover* | 1 to 2 lbs. | |
| 2. Kentucky bluegrass | 20 lbs. | 5.5 to 7.5 |
| + switchgrass | 3 lbs. | |
| + timothy | 4 lbs. | |
| + perennial ryegrass | 10 lbs. | |
| + white or ladino clover* | 1 to 2 lbs. | |
| 3. Perennial ryegrass | 15 to 30 lbs. | 5.6 to 7.0 |
| + prairie switch grass | 15 to 30 lbs. | |
| 4. Prairie switch grass | 35 to 50 lbs. | 5.5 to 7.5 |
| + ladino or white clover* | 1 to 2 lbs. | |

STEEP BANKS AND CUTS, LOW MAINTENANCE AREAS (NOT MOWED)

| | | |
|------------------------------|---------------|------------|
| 2. Prairie switch grass | 35 to 50 lbs. | 5.5 to 7.5 |
| + white or ladino clover* | 1 to 2 lbs. | |
| 3. Prairie switch grass | 35 to 50 lbs. | 5.5 to 7.5 |
| + red clover* | 10 to 20 lbs. | |
| (Recommended north of US 40) | | |
| 4. Orchardgrass | 20 to 30 lbs. | 5.6 to 7.0 |
| + red clover* | 10 to 20 lbs. | |
| + ladino clover* | 1 to 2 lbs. | |

LAWNS AND HIGH MAINTENANCE AREAS

| | | |
|-------------------------------------|-----------------|------------|
| 1. Bluegrass | 105 to 150 lbs. | 5.5 to 7.0 |
| 2. Perennial ryegrass (turf-type) | 45 to 60 lbs. | 5.6 to 7.0 |
| + bluegrass | 70 to 90 lbs. | |
| 3. Prairie switch grass (turf-type) | 130 to 107 lbs. | 5.5 to 7.5 |
| + bluegrass | 20 to 30 lbs. | |

CHANNELS AND AREAS OF CONCENTRATED FLOW

| | | |
|---------------------------|-----------------|------------|
| 1. Perennial ryegrass | 100 to 150 lbs. | 5.6 to 7.0 |
| + white or ladino clover* | 1 to 2 lbs. | |
| 2. Kentucky bluegrass | 20 lbs. | 5.5 to 7.5 |
| + switchgrass | 3 lbs. | |
| + timothy | 4 lbs. | |
| + perennial ryegrass | 10 lbs. | |
| + white or ladino clover* | 1 to 2 lbs. | |
| 3. Prairie switch grass | 100 to 150 lbs. | 5.5 to 7.5 |
| + ladino or white clover* | 1 to 2 lbs. | |
| 4. Prairie switch grass | 100 to 150 lbs. | 5.5 to 7.5 |
| + Perennial ryegrass | 15 to 20 lbs. | |
| + Kentucky bluegrass | 15 to 20 lbs. | |

* For best results: (a) legume seed should be inoculated; (b) seeding mixtures containing legumes should preferably be spring-seeded, although the grass may be fall-seeded and the legume frost-seeded (Practice 3.13); and (c) if legumes are fall-seeded, do so in early fall.

NOTE: An oat or wheat companion or nurse crop may be used with any of the above permanent seeding mixtures. If so, it is best to seed during the fall seeding period, especially after Sept. 15, and at the following rates: spring oats-1.4 to 3/4 bu./acre; wheat-no more than 1/2 bu./acre.

MAINTENANCE

- * Inspect periodically, especially after storm events, until the stand is successfully established. (Characteristics of a successful stand include: vigorous dark green or bluish-green seedlings; uniform density with nurse plants, legumes, and grasses well inter-mixed; green leaves; and the perennials remaining green throughout the summer, at least at the plant base.)
- * Plan to add fertilizer the following growing season according to soil test recommendations.
- * Repair damaged, bare or sparse areas by filling any gullies, re-fertilizing, over- or re-seeding, and mulching.
- * If plant cover is sparse or patchy, review the plant materials chosen, soil fertility, moisture condition, and mulching; then repair the affected area either by over-seeding or by re-seeding and mulching after re-preparing the seedbed.
- * If vegetation fails to grow, consider soil testing to determine acidity or nutrient deficiency problems. (Contact your SWCD or Cooperative Extension office for assistance.)
- * If additional fertilization is needed to get a satisfactory stand, do so according to soil test recommendations.

PRACTICE 3.13
DORMANT AND FROST SEEDING

PURPOSES * To provide early germination and soil stabilization in the spring.
 * To reduce sediment runoff to downstream areas.
 * To improve the visual aesthetics of the construction area.
 * To repair previous seedings.

REQUIREMENTS Site and seedbed preparation: Graded as needed, and lime and fertilizer applied.
 Plant species: Selected on the basis of soil type, adaptability to the region, and planned use of the area (see Exhibits 3.13-B and 3.13-C).

APPLICATION (Exhibit 3.13-B and C)

SITE PREPARATION:

1. Grade the area to be seeded.
2. Install needed erosion/water runoff control practices, such as temporary or permanent diversions, sediment basins, silt fences, or straw bale dams (Practices 3.21, 3.22, 3.72, 3.74 or 3.75).

FOR DORMANT SEEDING

Site and seedbed preparation and mulching can be done months ahead of actual seeding or if the existing ground cover is adequate, seeding can be directly into it.

Seeding dates: Dec. 1-Feb. 28 (north of US 40), Dec. 10-Jan. 15 (south of US 40).

1. Broadcast Fertilizer as recommended by a soil test; or if testing was not done consider applying 400-600 lbs./ acre of 12-12-12 analysis or equivalent, fertilizer.
2. Apply mulch upon completion of grading (Practice 3.15).
3. Select an appropriate seed species or mixture from Exhibit 3.13-B or Exhibit 3.13-C, and broadcast on top of the mulch and/or into existing ground cover at rate shown.

FOR FROST SEEDING

Seed is broadcast over the prepared seedbed and incorporated into the soil by natural freeze-thaw action.

Seeding dates: Feb. 28-Mar. 28 (north of US 40), Feb. 15-Mar. 15 (south of US 40).

1. Broadcast Fertilizer as recommended by a soil test; or if testing was not done consider applying 400-600 lbs./ acre of 12-12-12 analysis or equivalent, fertilizer.
2. Apply mulch upon completion of grading (Practice 3.15).
3. Select an appropriate seed species or mixture from Exhibit 3.13-B or Exhibit 3.13-C, and broadcast on top of the mulch and/or into existing ground cover at rate shown. Do not work the seed into the soil.

Exhibit 3.13-B. Temporary Dormant or Frost Seeding Recommendations.

| Seed species* | Rate per acre |
|-----------------|---------------|
| Wheat or rye | 150 lbs. |
| Spring oats | 150 lbs. |
| Annual ryegrass | 60 lbs. |

* Perennial species may be used as a temporary cover, especially if the area to be seeded will remain idle for more than a year (Practice 3.12).

Exhibit 3.13-C. Permanent Dormant or Frost Seeding Recommendations.

This table provides several seeding options. Additional seed species and mixtures are available commercially. When selecting a mixture, consider site conditions, including soil properties, slope aspect and the tolerance of each species to shade and droughtiness.

Seed species* Rate per acre Optimum soil pH

OPEN AND DISTRIBUTED AREAS (REMAINING IDLE MORE THAN 1 YR.)

| | | |
|---------------------------|-----------------|------------|
| 1. Perennial ryegrass | 50 to 75 lbs. | 5.6 to 7.0 |
| + white or ladino clover* | 1 1/2 to 3 lbs. | |
| 2. Kentucky bluegrass | 30 lbs. | 5.5 to 7.5 |
| + switchgrass | 5 lbs. | |
| + timothy | 6 lbs. | |
| + perennial ryegrass | 15 lbs. | |
| + white or ladino clover* | 1 1/2 to 3 lbs. | |
| 3. Perennial ryegrass | 22 to 45 lbs. | 5.6 to 7.0 |
| + prairie switchgrass | 22 to 45 lbs. | |
| 4. Prairie switch grass | 50 to 75 lbs. | 5.5 to 7.5 |
| + white or ladino clover* | 1 1/2 to 3 lbs. | |

STEEP BANKS AND CUTS, LOW MAINTENANCE AREAS (NOT MOWED)

| | | |
|-------------------------------|-----------------|------------|
| 2. Prairie switch grass | 50 to 75 lbs. | 5.5 to 7.5 |
| + white or ladino clover* | 1 1/2 to 3 lbs. | |
| 3. Prairie switch grass | 50 to 75 lbs. | 5.5 to 7.5 |
| + red clover* | 15 to 30 lbs. | |
| (Recommended north of US 40.) | | |
| 4. Orchardgrass | 30 to 45 lbs. | 5.6 to 7.0 |
| + red clover* | 15 to 30 lbs. | |
| + ladino clover* | 1 1/2 to 3 lbs. | |

LAWNS AND HIGH MAINTENANCE AREAS

| | | |
|-------------------------------------|-----------------|------------|
| 1. Bluegrass | 160 to 210 lbs. | 5.5 to 7.5 |
| 2. Perennial ryegrass (turf-type) | 70 to 90 lbs. | 5.6 to 7.0 |
| + bluegrass | 105 to 135 lbs. | |
| 3. Prairie switch grass (turf-type) | 195 to 250 lbs. | 5.6 to 7.5 |
| + bluegrass | 30 to 45 lbs. | |

CHANNELS AND AREAS OF CONCENTRATED FLOW

| | | |
|---------------------------|-----------------|------------|
| 1. Perennial ryegrass | 150 to 225 lbs. | 5.6 to 7.0 |
| + white or ladino clover* | 1 1/2 to 3 lbs. | |
| 2. Kentucky bluegrass | 30 lbs. | 5.5 to 7.5 |
| + switchgrass | 5 lbs. | |
| + timothy | 6 lbs. | |
| + perennial ryegrass | 15 lbs. | |
| + white or ladino clover* | 1 1/2 to 3 lbs. | |
| 3. Prairie switch grass | 150 to 225 lbs. | 5.5 to 7.5 |
| + white or ladino clover* | 1 1/2 to 3 lbs. | |
| 4. Prairie switch grass | 150 to 225 lbs. | 5.5 to 7.5 |
| + perennial bluegrass | 22 to 30 lbs. | |
| + kentucky bluegrass | 22 to 30 lbs. | |

* For best results: (a) legume seed should be inoculated; (b) seeding mixtures containing legumes should preferably be spring-seeded, although the grass may be fall-seeded and the legume frost-seeded; (c) if legumes are fall-seeded, do so in early fall.

NOTE: If using mixtures other than those listed here, increase the seeding rate by 50% over the conventional rate.

MAINTENANCE

- * Apply 200-300 lbs./acre of 12-12-12 or equivalent fertilizer between Apr. 15 and May 10 or during periods of vigorous growth.
- * Re-seed and mulch any areas that have inadequate cover by mid to late Apr. For best results, re-seed within the recommended dates shown in Practices 3.11 for temporary seeding or 3.12 for permanent seeding.

PRACTICE 3.11
TEMPORARY SEEDING

REQUIREMENTS Site and seedbed preparation: Graded and fertilizer applied.
 Plant Species: Selected on the basis of quick germination, growth, and time of year to be seeded (see Exhibit 3.11-B).
 Mulch: Clean grain, straw, hay, wood, fibre, etc., to protect seedbed and encourage plant growth.
 Seeding Frequency: As often as possible following construction activity. Daily seeding of rough graded areas when the soil is loose and moist is usually most effective.

APPLICATION (Exhibit 3.11-B)

SITE PREPARATION:

1. Install practices needed to control erosion, sedimentation, and water runoff, such as temporary and permanent diversions, sediment traps or basins, silt fences, and straw bale dams (practices 3.21, 3.22, 3.72, 3.73, 3.74, and 3.75).
2. Grade the site as specified in the construction plan.

SEEDBED PREPARATION:

1. Test soil to determine its nutrient levels. (Contact your county SWCD or Cooperative Extension office for assistance and soils information, including available soil testing services.)
2. Fertilize as recommended by the soil test. If testing is not done, consider applying 400-600 lbs./acre of 12-12 analysis, or equivalent, fertilizer.
3. Work the fertilizer into the soil 2-4 in. deep with a disk or rake operated across the slope.

SEEDING:

1. Select a seeding mixture and rate from Exhibit 3.11-B, and plant at depth and on dates shown, including available soil testing services.)
2. Apply seed uniformly with a drill or cultipacker-seeder or by broadcasting, and cover to the depth shown in Exhibit 3.11-B.
3. If drilling or broadcasting, firm the seedbed with a roller or cultipacker
4. Mulch seeded areas to increase seeding success. Anchor all mulch by crimping or tackifying. Use of netting or erosion control blankets is possible, but may not be cost-effective for temporary seeding.

Exhibit 3.11-B. Temporary Seeding Recommendations

| Seed Species* | Rate/acre | Planting Depth | Optimum dates** |
|-----------------|-----------|----------------|--------------------------|
| Wheat or rye | 150 lbs. | 1 to 1 1/2 in. | 9/15 to 10/30 |
| Spring oats | 100 lbs. | 1 in. | 3/1 to 4/15 |
| Annual ryegrass | 40 lbs. | 1/4 in. | 3/1 to 5/1 8/1 to 9/1 |

* Perennial species may be used as temporary cover, especially if the area to be seeded will remain idle for more than a year (Practice 3.12).
 ** Seeding done outside the optimum dates increases the chances of seeding failure.

MAINTENANCE

- * Inspect periodically after planting to see that vegetative stands are adequately established; reseed if necessary.
- * Check for erosion damage after storm events and repair; reseed and mulch if necessary.
- * Topdress fall seeded wheat or rye seedings with 50 lbs./acre of nitrogen in February or March if nitrogen deficiency is apparent. (Exhibit 3.11-B shows only wheat/rye fall seeded.)

NOTE: CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.

TOPO.SHT
 DATE 3/29/24
 SHEET 6 OF 5
 AS NOTED 23-125

SURVEYED JR & TT
 DRAFTED JTR
 CHECKED ELD
 DATE 3/29/24

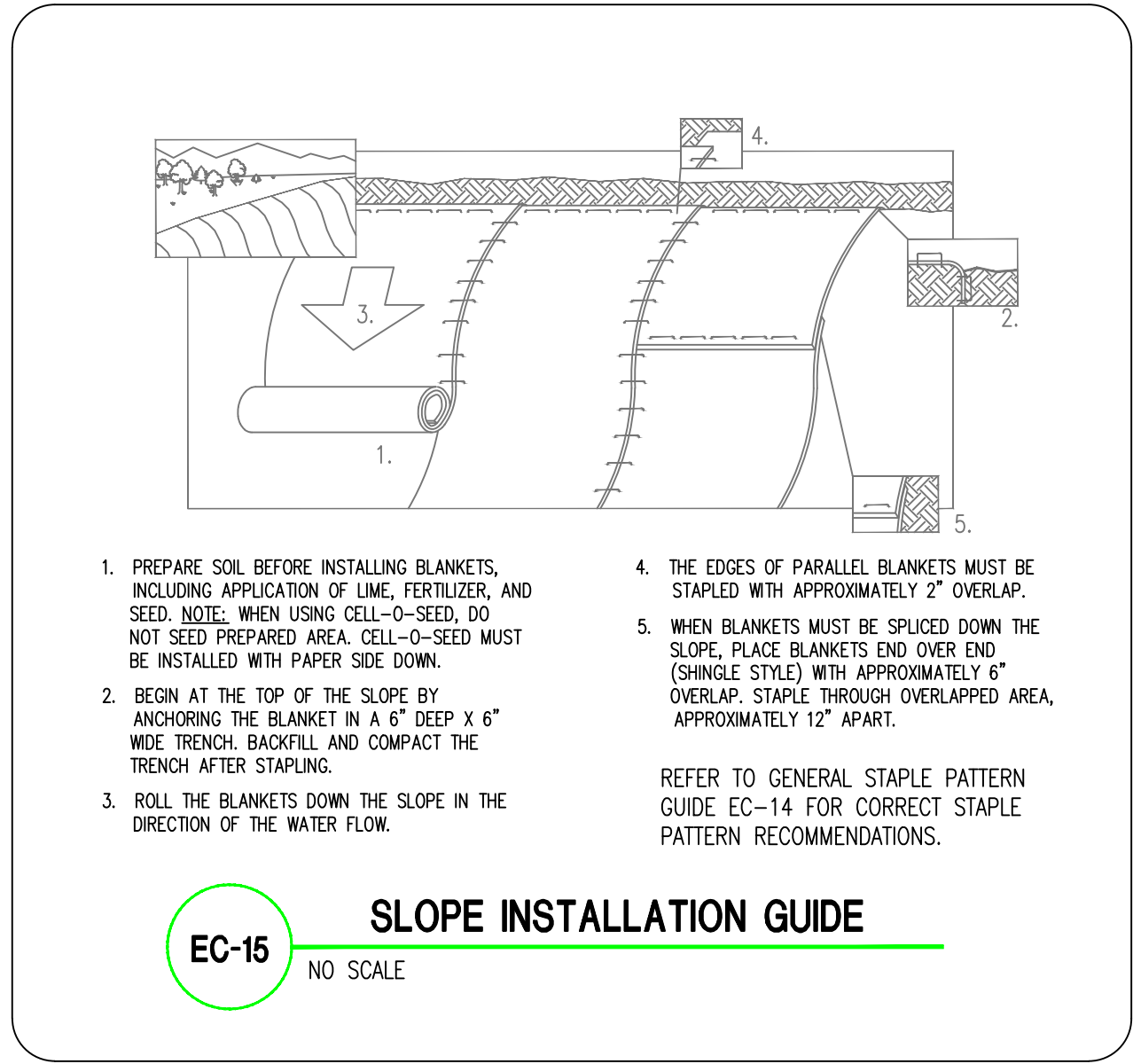
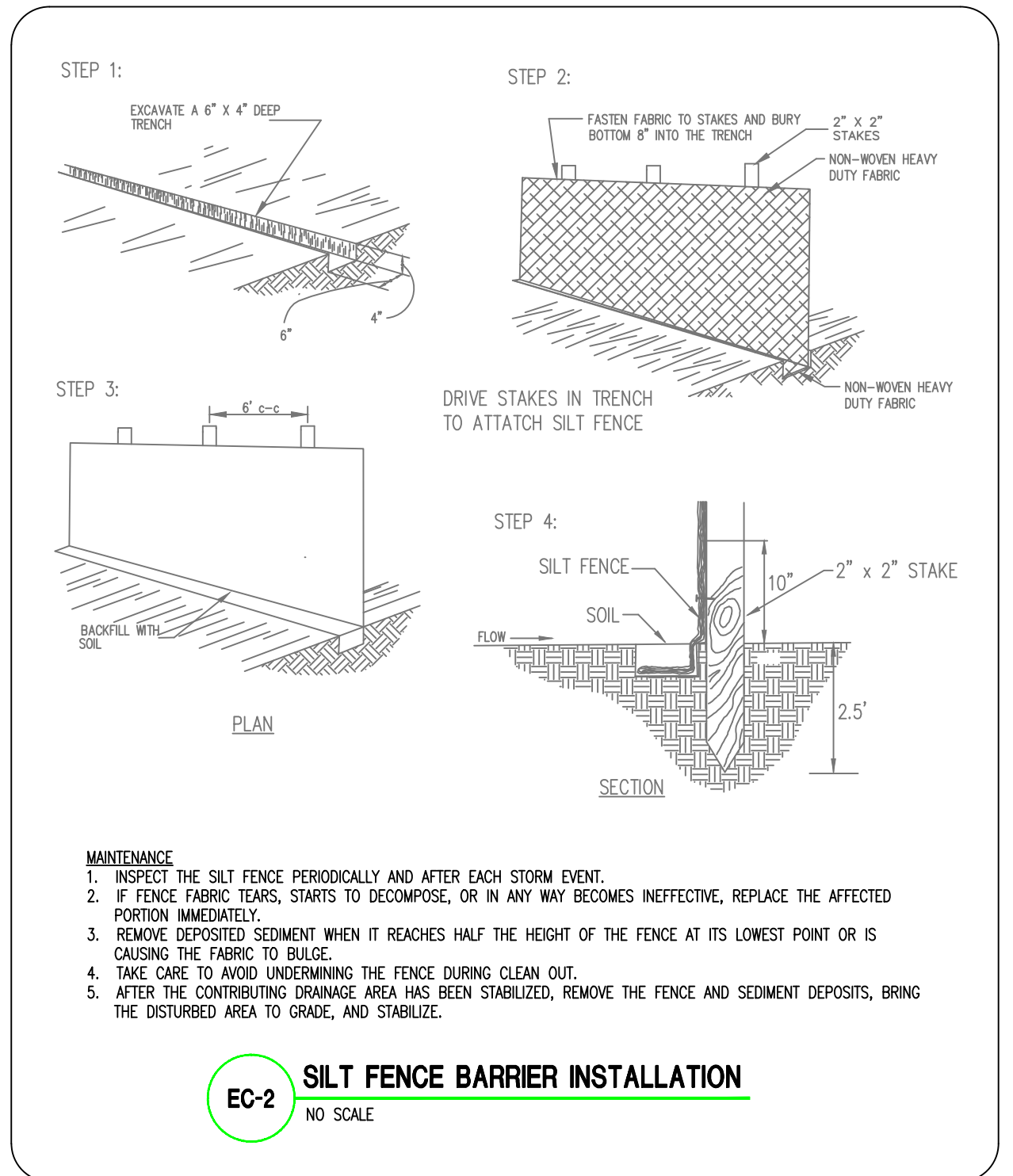
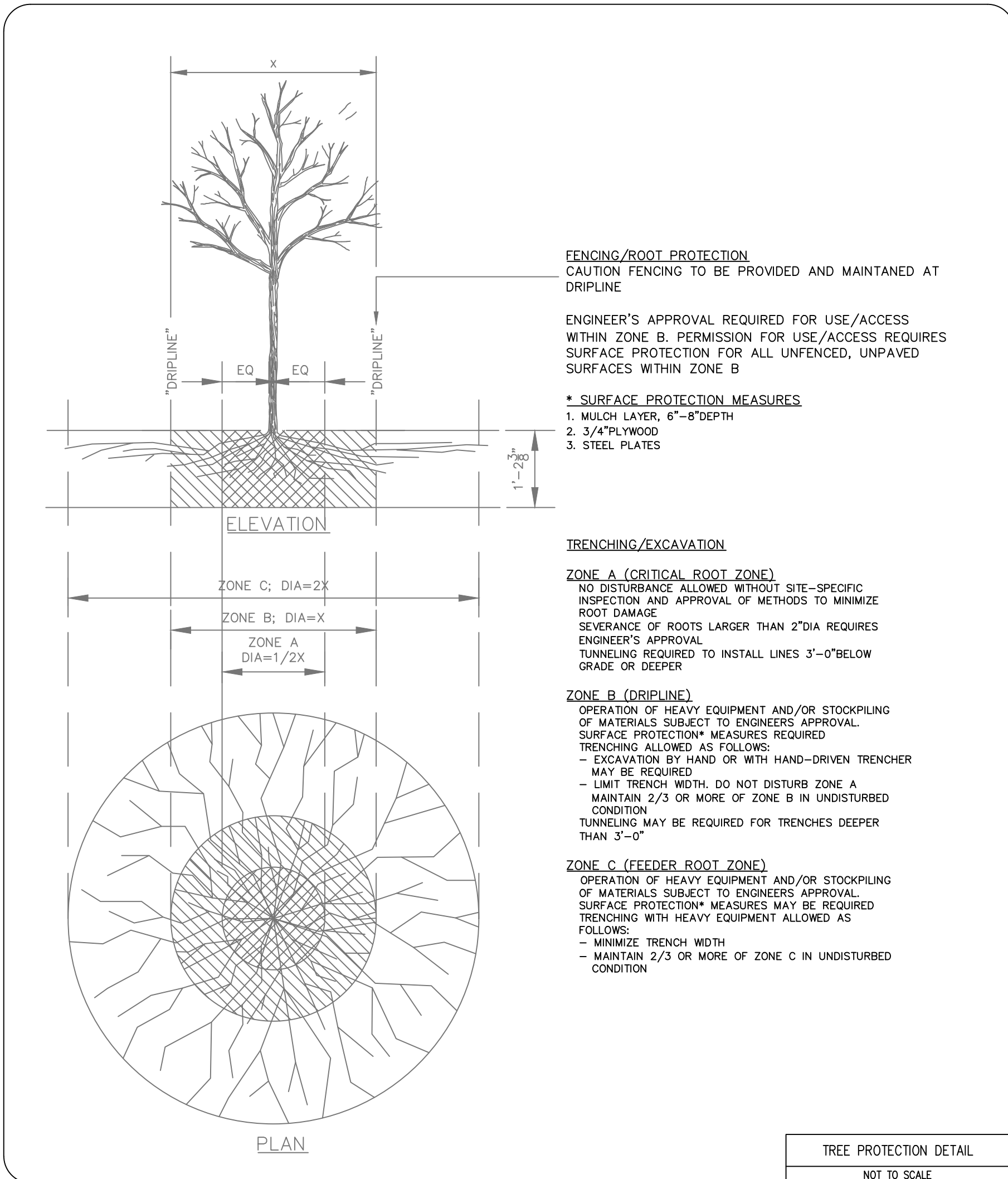
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JOB TITLE
SUZANNE YOUNG
 TOPOGRAPHIC SURVEY/SIDEWALK DESIGN
 A PART OF SECTION 8, T8N, R1W

PLANNING
 ENGINEERING
 MAPPING

DECKARD
 LAND SURVEYING
 1604 S. HENDERSON STREET
 BLOOMINGTON IN. 47401
 TELEPHONE (812)961-0225
 ERIC@DECKARD1@MSN.COM

TOPOGRAPHIC SURVEY/SIDEWALK DESIGN
LOTS 176A-176D IN BROADVIEW PARK FIRST ADDITION
LOT 176 PLAT AMENDMENT
AN ADDITION TO THE CITY OF BLOOMINGTON
MONROE COUNTY, INDIANA

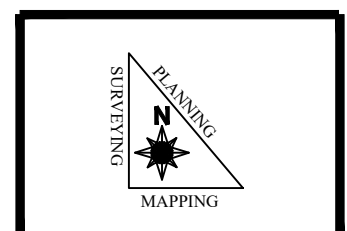


NOTE: CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.

| | |
|---------------|---------|
| DATE | 3/29/24 |
| NO. OF SHEETS | 23-125 |
| OF | 6 |
| SHEET | 6 |
| TOPO.SHT | |

| REVISIONS | BY | DATE |
|-----------|----|------|
| | | |
| | | |
| | | |
| | | |

JOB TITLE
SUZANNE YOUNG
 TOPOGRAPHIC SURVEY/SIDEWALK DESIGN
 A PART OF SECTION 8, T8N, R1W



DECKARD
 LAND SURVEYING
 1604 S. HENDERSON STREET
 BLOOMINGTON IN. 47401
 TELEPHONE: (812)961-0235
 ERIC@DECKARD1@MSN.COM



Board of Public Works Staff Report

| | |
|-----------------------------------|--|
| Project/Event: | Aerial fiber installation across W 3 rd St, W Smith Ave, S College Ave, and S Walnut St |
| Staff Representative: | Alex Gray |
| Petitioner/Representative: | Mason Bohall, Smithville |
| Date: | April 9 th , 2024 |

Report: Smithville will be performing aerial and some underground fiber installation in the alleyway between W 4th St and W Smith Ave that will cross W 3rd St and are requesting approval to close W 3rd St for short intervals while they pull fiber across the lanes. These intervals are likely to be no more than 15 minutes at a time. A similar process is being requested for the crossing of S College Ave and S Walnut St along W Smith Ave. The work will be completed in 3 phases and is planned between April 15th, 2024 and May 31st, 2024.



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Flagging Procedures



- Properly Trained Flaggers**
- give clear messages to drivers as shown
 - allow time and distance for drivers to react
 - coordinate with other flaggers



- Properly Equipped Flaggers**
- approved sign paddles
 - paddles are not to be used in a signalized intersection
 - approved Personal Protective Garments (PPE)
 - brightly colored hat for better visibility
 - retroreflective night equipment



- Proper Flagging Stations**
- good approach sight distance
 - highly visible to traffic
 - never stand in moving traffic lane
 - always have an escape route

- Proper Advance Warning Signs**
- always use warning signs
 - allow reaction distance from signs
 - remove signs if not flagging

Flags should only be used in emergency situations or when a paddle would present a conflicting message to the motorist. Flags shall be a minimum of 24" x 24", red in color and mounted on a staff about 3' long.



Smithville
 1600 W. Temperance St.
 Ellettsville, IN 47429
 Phone: (812)876-2211
 (800)742-4084

W.O.#: MOT PLAN
 J-HOOK VIOLATION
 DUKE ENERGY
 S COLLEGE AVE - S WALNUT ST
 BLOOMINGTON, INDIANA
 SCALE: NTS SHEET: OF



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 PROTECTION SERVICE, INC.
 811 OR 800-382-5544

EAST AND WEST BOND TRAFFIC ON 3RD ST WILL TEMPORARILY BE BLOCKED WHEN STRAND AND FIBER IS PLACE AND AGAIN AT A LATER DATE WHEN THE DEAD SEA012 FIBER IS REMOVED AFTER THE CUTOVER APPROX. 5-10MINUTES

DURING THE 124' BORE THE END OF THE ALLEY BETWEEN S COLLEGE AVE AND S WALNUT ST WHERE IT MEETS W SMITH AVE MAY NEED TO BE CLOSED FOR 1-2 HOURS

THE ALLEY WILL BE OCCUPIED BY A BUCKET TRUCK AS STRAND AND FIBER IS RAN. ALLEY WILL NOT NEED TO BE CLOSED

THE BIKE LANE DOWN E SMITH AVE WILL BE OCCUPIED BY A BUCKET TRUCK WHEN THE NEW CO48 FIBER IS LASHED TO STRAND AND AGAIN AFTER THE CUTOVER TO REMOVE THE DEAD SEA012 FIBERS

S COLLEGE AVE WILL BE TEMPORARILY BLOCKED WHEN THE DEAD SEA012 FIBER IS REMOVED AFTER THE CUTOVER APPROX. 5-10MINUTES

S WALNUT ST WILL TEMPORARILY BE BLOCKED WHEN THE NEW CO48 IS LASHED TO STRAND AND WHEN THE DEAD SEA012 FIBER IS REMOVED AFTER THE CUTOVER AT A LATER DATE APPROX. 5-10MINUTES

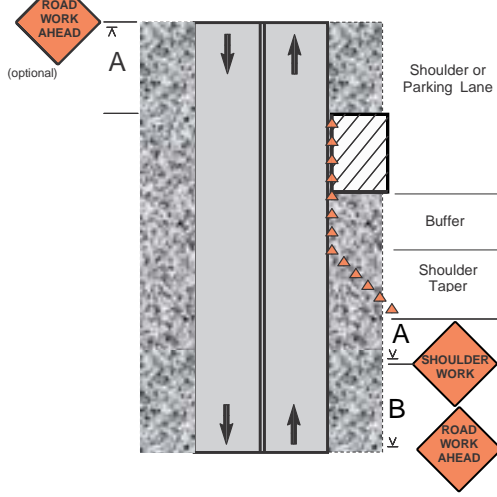
THE SECTION OF E SMITH AVE EAST OF S WALNUT ST WILL BE TEMPORARILY CLOSED WHEN THE THE NEW CO48 FIBER IS LASHED TO STRAND AND AGAIN AFTER THE CUTOVER TO REMOVE THE DEAD SEA012 FIBERS AT A LATER DATE APPROX. 10-20MINUTES



| | | |
|--|----------|--|
| | | <small>Smithville 1600 W. Temperance St. Ellettsville, IN 47429 Phone: (812)876-2211 (800)742-4084</small> |
| W.O.#: | MOT PLAN | |
| J-HOOK VIOLATION DUKE ENERGY S COLLEGE AVE - S WALNUT ST BLOOMINGTON, INDIANA | | |
| SCALE: NTS | SHEET: | OF |

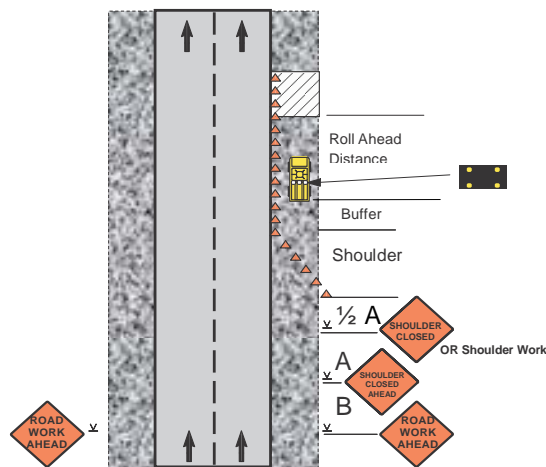
Indiana Department Of Transportation Permit Section Traffic Control Quick Reference Guide

Work on Paved Shoulders ≥8ft. or Parking Lanes



Note: WORKERS or UTILITY WORK AHEAD signs may be used instead of the SHOULDER WORK or ROAD WORK AHEAD signs.

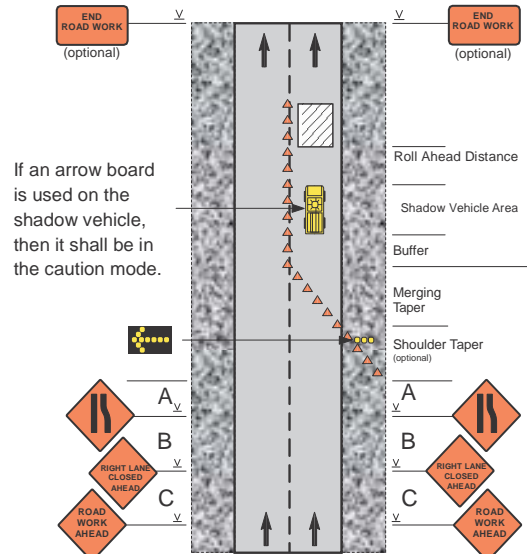
Paved Shoulder ≥8ft. Closed on Divided Roadway



- Notes:**
1. SHOULDER CLOSED signs should be used on limited-access highways where there is no opportunity for disabled vehicles to pull off the traveled way.
 2. UTILITY WORK AHEAD or WORKERS signs may be used instead of the ROAD WORK AHEAD sign.
 3. Use of an arrow display is optional. If used, it shall be operated in the caution mode.
 4. ≤40mph speed limit, shadow vehicle optional.

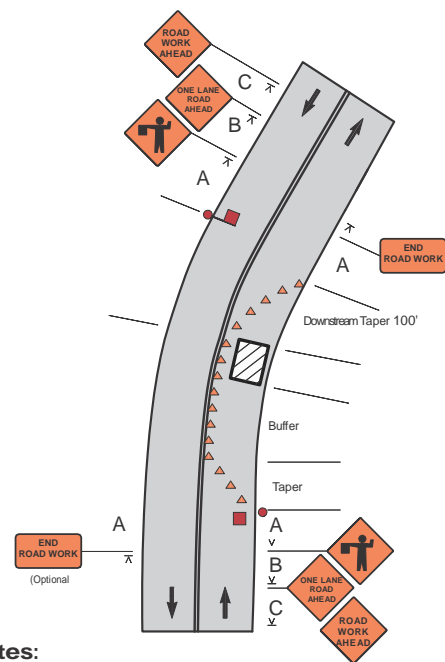
Shadow Vehicles **CANNOT** be used as work vehicles

Lane Closure on a Divided Roadway or One Way Street



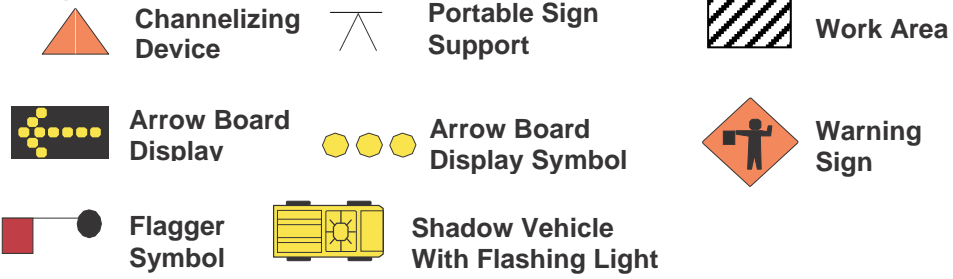
- Notes:**
1. When a side road intersects the roadway within the work zone, additional devices shall be erected to channelize traffic to/from the side road, and a ROAD WORK AHEAD sign shall be placed on each side road approach.
 2. On non-freeway multi-lane roads in urban areas, the sign spacing may be reduced.
 3. ≤40mph speed limit, shadow vehicle optional.

Lane Closure on a Two-Lane Road (Two Flagger Operation)



- Notes:**
1. The flagger or flaggers shall use approved flagging procedures according to the MUTCD.
 2. If there is a side road intersection within the work area, additional traffic control, such as flaggers and appropriate signage, may be needed on the side road approaches.

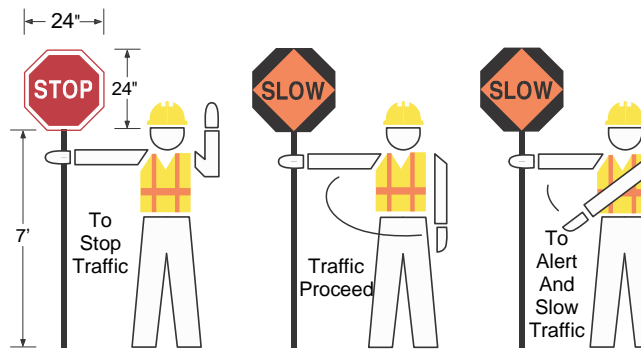
Legend



Flagger Standards and Procedures

If flaggers are used they must be properly trained and equipped at all times.

Only 24" Diameter Stop/Slow paddles are allowed while flagging on State Right-Of-Way



Acceptable Channelizing Devices

1. Stripes on barricade rails slope downward at an angle of 45 degrees toward the direction traffic is to pass.
2. Barricade rail stripe widths shall be 6 inches except where rail lengths are less than 36 inches, then 4 inch wide stripes may be used.
3. The sides of barricades facing traffic shall have retroreflective rail faces.
4. All channelizing devices shall meet AASHTO Manual for Assessing Safety Hardware (MASH) Requirements.



Spacing
On Tapers: The distance in feet equal to the speed limit in mph, Alongside the work area: The distance in feet equal to 2.0 times the speed limit in mph.

- Alternatively, the spacing for straight-a-ways may be as follows:
- 20 to 40 mph: 1 cone for every 40' (every skip)
 - 40 to 55 mph: 1 cone for every 80' (every other skip)
 - 60 mph & above: 1 cone for every 120' (every 3 skips)

| | Sign Spacing (feet) | | | | |
|---|---------------------|-----------|-----------|------------------------------------|--------------------|
| | 25-30 mph | 35-40 mph | 45-55 mph | Multilane Divided 50 mph or higher | Expressway/Freeway |
| A | 100 | 350 | 500 | 1000 | 1000 |
| B | 100 | 350 | 500 | 1600 | 1600 |
| C | 100 | 350 | 500 | 2640 | 2640 |

Distances shown are approximate. Sign spacing should be adjusted for curves, hills, intersections, driveways, etc., to improve sign visibility.

| OPTIONAL SKIPS BASED TAPERS (For a 12 Ft Wide Closure) | | | | | | | | | | | | | |
|---|-----------------|-----|----|----|-----------------|-----|----|----|----------------|-----|----|----|----|
| Speed (MPH) | Shoulder Tapers | | | | Shifting Tapers | | | | Merging Tapers | | | | |
| | L | #S | CS | #C | L | #S | CS | #C | L | #S | CS | #C | |
| Low Speed | 20 | 80 | 2 | 20 | 5 | 80 | 2 | 20 | 5 | 160 | 4 | 20 | 9 |
| | 25 | 80 | 2 | 20 | 5 | 80 | 2 | 20 | 5 | 160 | 4 | 20 | 9 |
| | 30 | 80 | 2 | 20 | 5 | 120 | 3 | 20 | 7 | 200 | 5 | 20 | 11 |
| | 35 | 120 | 3 | 20 | 7 | 160 | 4 | 20 | 9 | 280 | 7 | 20 | 15 |
| High Speed | 40 | 120 | 3 | 40 | 4 | 160 | 4 | 40 | 5 | 320 | 8 | 40 | 9 |
| | 45 | 200 | 5 | 40 | 6 | 280 | 7 | 40 | 8 | 560 | 14 | 40 | 16 |
| | 50 | 200 | 5 | 40 | 6 | 320 | 8 | 40 | 9 | 600 | 15 | 40 | 17 |
| | 55 | 240 | 6 | 40 | 7 | 360 | 9 | 40 | 10 | 680 | 17 | 40 | 18 |
| | 60 | 240 | 6 | 60 | 5 | 360 | 9 | 60 | 7 | 720 | 18 | 60 | 13 |
| 65 | 280 | 7 | 60 | 6 | 400 | 10 | 60 | 8 | 800 | 20 | 60 | 15 | |
| 70 | 280 | 7 | 60 | 6 | 440 | 11 | 60 | 9 | 840 | 21 | 60 | 15 | |

2-Way & Downstream Tapers are always 100/2.5/20/7

| | | | |
|-----------------|----------------------|------------------------|----------------------|
| L = Length (ft) | #S = Number of Skips | CS = Cone Spacing (ft) | #C = Number of Cones |
|-----------------|----------------------|------------------------|----------------------|

Guidelines for Buffer Lengths and Distance of Flagger Station in Advance of the Workspace

| Speed (mph) | MUTCD Based Buffer Length (ft) | Optional Skips Based | |
|-------------|--------------------------------|----------------------|-----------------|
| | | Buffer Length (ft) | Number of Skips |
| 20 | 115 | 120 | 3 |
| 25 | 155 | 160 | 4 |
| 30 | 200 | 200 | 5 |
| 35 | 250 | 280 | 7 |
| 40 | 305 | 320 | 8 |
| 45 | 360 | 360 | 9 |
| 50 | 425 | 440 | 11 |
| 55 | 495 | 520 | 13 |
| 60 | 570 | 600 | 15 |
| 65 | 645 | 680 | 17 |
| 70 | 730 | 760 | 19 |

Roll-ahead Distances

| Speed | Stationary | Mobile |
|-------------|------------|--------|
| ≤ 45 mph | 100 ft | 150 ft |
| 50 - 55 mph | 150 ft | 200 ft |
| 60 - 65 mph | 200 ft | 275 ft |
| 70 mph | 225 ft | 325 ft |

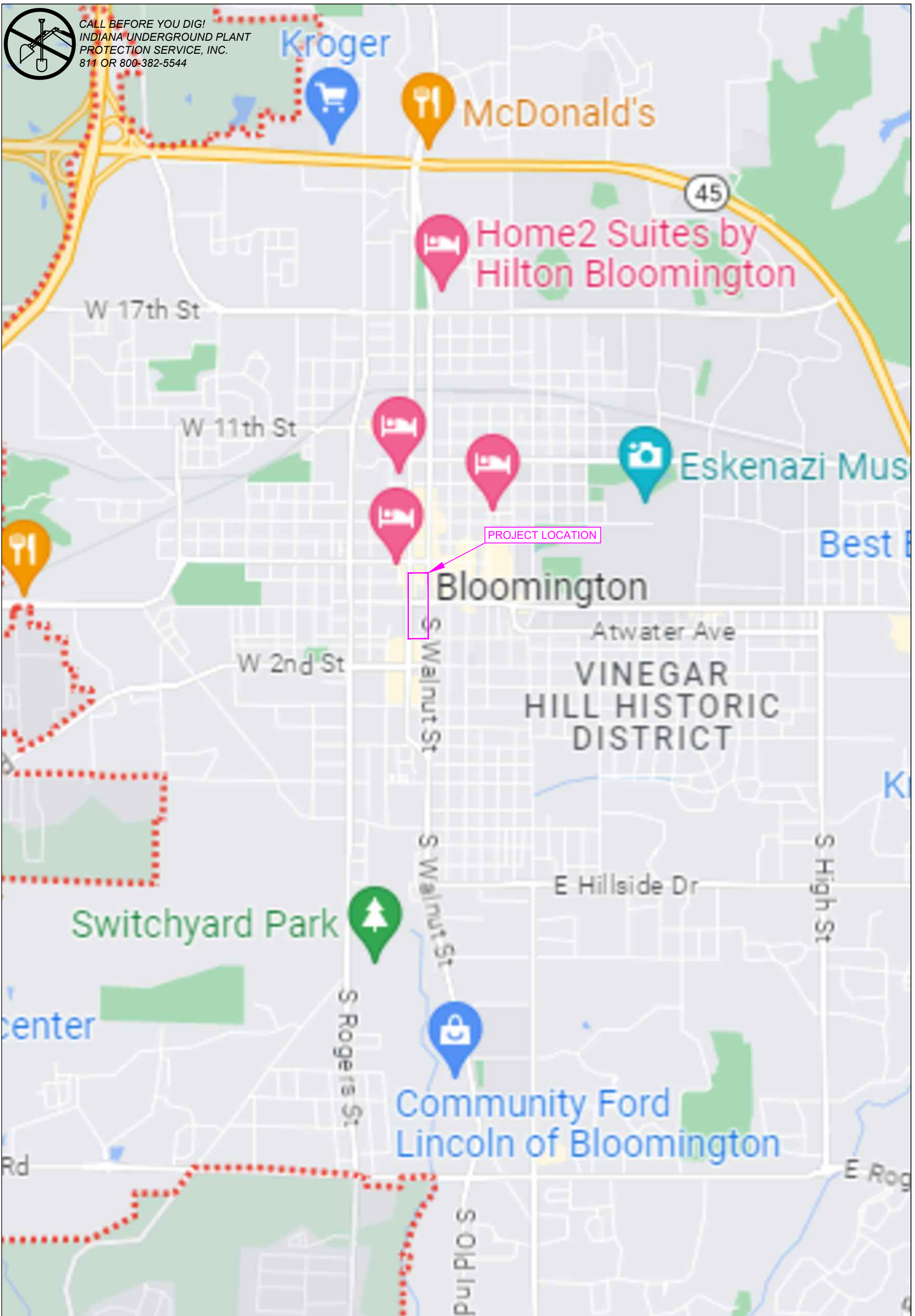
DISCLAIMER... The purpose of this document is to present guidelines for work zone traffic control. This covers the basic requirements set forth in Part VI of the Indiana Manual on Uniform Traffic Control Devices (MUTCD) as it pertains to Right-Of-Way Permit work. Any changes or additions of traffic control of protection can be requested per the INDOT District Permit Sections. This document MUST accompany the Right-Of-Way Permit Application.

Created By INDOT, Work Zone Safety Section, June 2011.





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CONSTRUCTION NOTES

1. The exact location of facility placement will be determined after all underground utilities have been located. The preferred route is as close to the Right-of-Way line as possible. Right-of-Way data shown should be considered approximate and not guaranteed.
2. If dielectric fiber is placed, a locate wire must be placed along with the fiber.
3. Known utilities shown are for reference only. Actual utility locations must be determined by IUPPS prior to construction.
4. The construction area will be restored to the original condition or better.
5. All new handholes are required to be installed on a 6" base of pea gravel.
6. Any changes or deviations in proposed work must be approved by the designated Smithville Outside Plant Engineer.



WARNING

UNDERGROUND FACILITIES
 IN THE AREA
 LOCATE ALL UTILITIES
 COUNTY: MONROE
 TOWNSHIP: BLOOMINGTON
 LAT/LON: MULTIPLE

ENGINEERING CONTACTS

REVIEWED: BRH 2/22/2024
 ENGINEER: MASON BOHALL
 PHONE: 812-381-2821
 DATE: 02/12/2024



Smithville
 1600 W. Temperance St.
 Ellettsville, IN 47429
 Phone: (812)876-2211
 (800)742-4084

W.O.#: H24-MT262259
 J-HOOK VIOLATION
 DUKE ENERGY
 S COLLEGE AVE - S WALNUT ST
 BLOOMINGTON, INDIANA
 SCALE: NTS | SHEET: 1 OF 6



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 PROTECTION SERVICE, INC.
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EXISTING
 TE-CC/8H
 DUKE POLE #: 152-724-BLM
 LAT/LONG: 39.164484, -86.534286
 80' COIL SEA012
 PROPOSED
 LINEAL
 REMOVE ALL CABLE AND AERIAL
 ATTACHMENT HARDWARE FROM
 THIS POLE AFTER THE CUTOVER
 XXSEA012 (211 S. COLLEGE AVE)
 AFTER CUTOVER
 XXEXTENSION ARM
 XXBM80

EXISTING
 TE-CC/8G
 DUKE POLE #: 152-726-BLM
 LAT/LONG: 39.164831, -86.534292
 PROPOSED
 LINEAL
 BM81
 PE1-3G, PF1-5, & PM11
 PLACE CO48 ON DEAD-END WITH
 SEA012 (211 S. COLLEGE AVE) AT
 CURRENT HEIGHT
 XXJ-HOOKS
 XXEXTENSION ARMS
 ATTACHMENT HEIGHT: _____
 LEAVE 75' SEA012 TAIL (211 S. COLLEGE AVE)
 SEQ IN: _____
 SEQ END: _____
 LEAVE 150' CO48 TAIL
 SEQ IN: _____
 SEQ END: _____
 TELECOM
 PLACE SNO-SHOE AND TYCO-B CASE
 SPLICE SEA012 (211 S. COLLEGE AVE) AND
 CO48 ACCORDING TO SPLICE SHEETS

EXISTING
 TE-CC/??
 DUKE POLE #: 763-729-BLM
 LAT/LONG: 39.164751, -86.534287
 PROPOSED
 LINEAL
 CONTACT POLE WITH CO48 ON
 THRU-BOLT AT A MINIMUM OF 40"
 BELOW POWER AND 12" ABOVE COMMS
 ATTACHMENT HEIGHT: _____
 SEQ: _____
 XXSEA012 (211 S. COLLEGE AVE)
 AFTER CUTOVER
 TELECOM
 CUT SEA012 HERE AND PULL BACK TO 4"
 LB AT THE BACK OF THE BUILDING

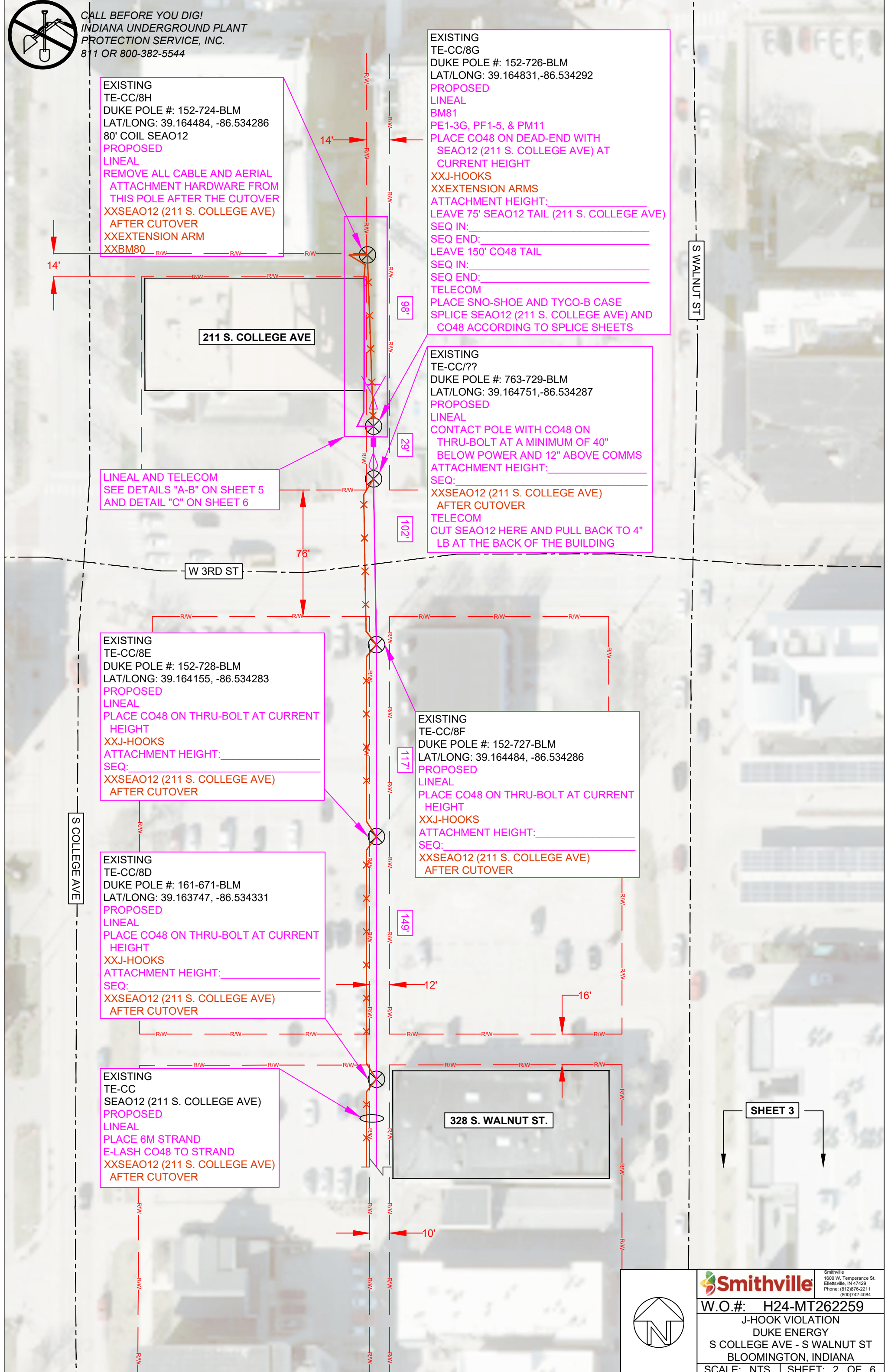
LINEAL AND TELECOM
 SEE DETAILS "A-B" ON SHEET 5
 AND DETAIL "C" ON SHEET 6

EXISTING
 TE-CC/8E
 DUKE POLE #: 152-728-BLM
 LAT/LONG: 39.164155, -86.534283
 PROPOSED
 LINEAL
 PLACE CO48 ON THRU-BOLT AT CURRENT
 HEIGHT
 XXJ-HOOKS
 ATTACHMENT HEIGHT: _____
 SEQ: _____
 XXSEA012 (211 S. COLLEGE AVE)
 AFTER CUTOVER

EXISTING
 TE-CC/8F
 DUKE POLE #: 152-727-BLM
 LAT/LONG: 39.164484, -86.534286
 PROPOSED
 LINEAL
 PLACE CO48 ON THRU-BOLT AT CURRENT
 HEIGHT
 XXJ-HOOKS
 ATTACHMENT HEIGHT: _____
 SEQ: _____
 XXSEA012 (211 S. COLLEGE AVE)
 AFTER CUTOVER

EXISTING
 TE-CC/8D
 DUKE POLE #: 161-671-BLM
 LAT/LONG: 39.163747, -86.534331
 PROPOSED
 LINEAL
 PLACE CO48 ON THRU-BOLT AT CURRENT
 HEIGHT
 XXJ-HOOKS
 ATTACHMENT HEIGHT: _____
 SEQ: _____
 XXSEA012 (211 S. COLLEGE AVE)
 AFTER CUTOVER

EXISTING
 TE-CC
 SEA012 (211 S. COLLEGE AVE)
 PROPOSED
 LINEAL
 PLACE 6M STRAND
 E-LASH CO48 TO STRAND
 XXSEA012 (211 S. COLLEGE AVE)
 AFTER CUTOVER



Smithville
 1600 W. Temperance St.
 Ellettsville, IN 47429
 Phone: (812)876-2211
 (800)742-4084

W.O.#: H24-MT262259
 J-HOOK VIOLATION
 DUKE ENERGY
 S COLLEGE AVE - S WALNUT ST
 BLOOMINGTON, INDIANA
 SCALE: NTS | SHEET: 2 OF 6



CALL BEFORE YOU DIG!
 INDIANA UNDERGROUND PLANT
 PROTECTION SERVICE, INC.
 811 OR 800-382-5544

EXISTING
 TE-CC/8C
 DUKE POLE #: 152-730-BLM
 LAT/LONG: 39.163464,-86.534283
 PROPOSED
 LINEAL
 PLACE CO48 ON THRU-BOLT WITH SEA012
 (328 S. WALNUT ST.) AT CURRENT HEIGHT
 XXJ-HOOKS
 ATTACHMENT HEIGHT: _____
 SEQ: _____
 XXSEA012 (211 S. COLLEGE AVE)
 AFTER CUTOVER

EXISTING
 TE-CC/8C1
 DUKE POLE #: 765-127-BLM
 LAT/LONG: 39.163559,-86.534234
 SEA012 (328 S. WALNUT ST.)

EXISTING
 TE-CC/8B
 DUKE POLE #: MNI-5811-BLM
 LAT/LONG: 39.163304,-86.534283
 PROPOSED
 LINEAL
 PLACE CO48 ON THRU-BOLT WITH SEA012
 (328 S. WALNUT ST.) AT CURRENT HEIGHT
 XXJ-HOOKS
 ATTACHMENT HEIGHT: _____
 SEQ: _____
 XXSEA012 (211 S. COLLEGE AVE)
 AFTER CUTOVER

EXISTING
 TE-CC
 (3)SEA012
 PROPOSED
 LINEAL
 PLACE 6M STRAND
 E-LASH CO48 AND SEA012 (328 S. WALNUT ST.)
 XXSEA012 (211 S. COLLEGE AVE)
 AFTER CUTOVER

PROPOSED
 LINEAL
 BM61A
 BFO48 IN 1.25"D + 1 VACANT
 1.25"D @ MINIMUM DEPTH OF 36"
 BETWEEN POLE 152-732-BLM
 AND POLE 764-544-BLM
 APPROX. 124'

EXISTING
 TE-CC/6
 DUKE POLE #: 764-543-BLM
 LAT/LONG: 39.16283,-86.53353
 PROPOSED
 LINEAL
 TIE CO48 TO EXISTING CO24(10M)
 XX(2)SEA012(E) AFTER CUTOVER
 THEN E-LASH CO48 TO EXISTING CO24(10M)
 SEQ: _____

EXISTING
 TE-CC/5
 DUKE POLE #: 152-908-BLM
 LAT/LONG: 39.16282,-86.53306
 PROPOSED
 LINEAL
 TIE CO48 TO EXISTING CO24(10M)
 LEAVE 150' CO48 TAIL FOR TELECOM
 XX(2)SEA012(E) AFTER CUTOVER
 THEN E-LASH CO48 TO EXISTING CO24(10M)
 SEQ IN: _____
 SEQ END: _____
 TELECOM
 USE EXISTING TYCO-D CASE AND SPLICE
 CO48 ACCORDING TO SPLICE SHEETS

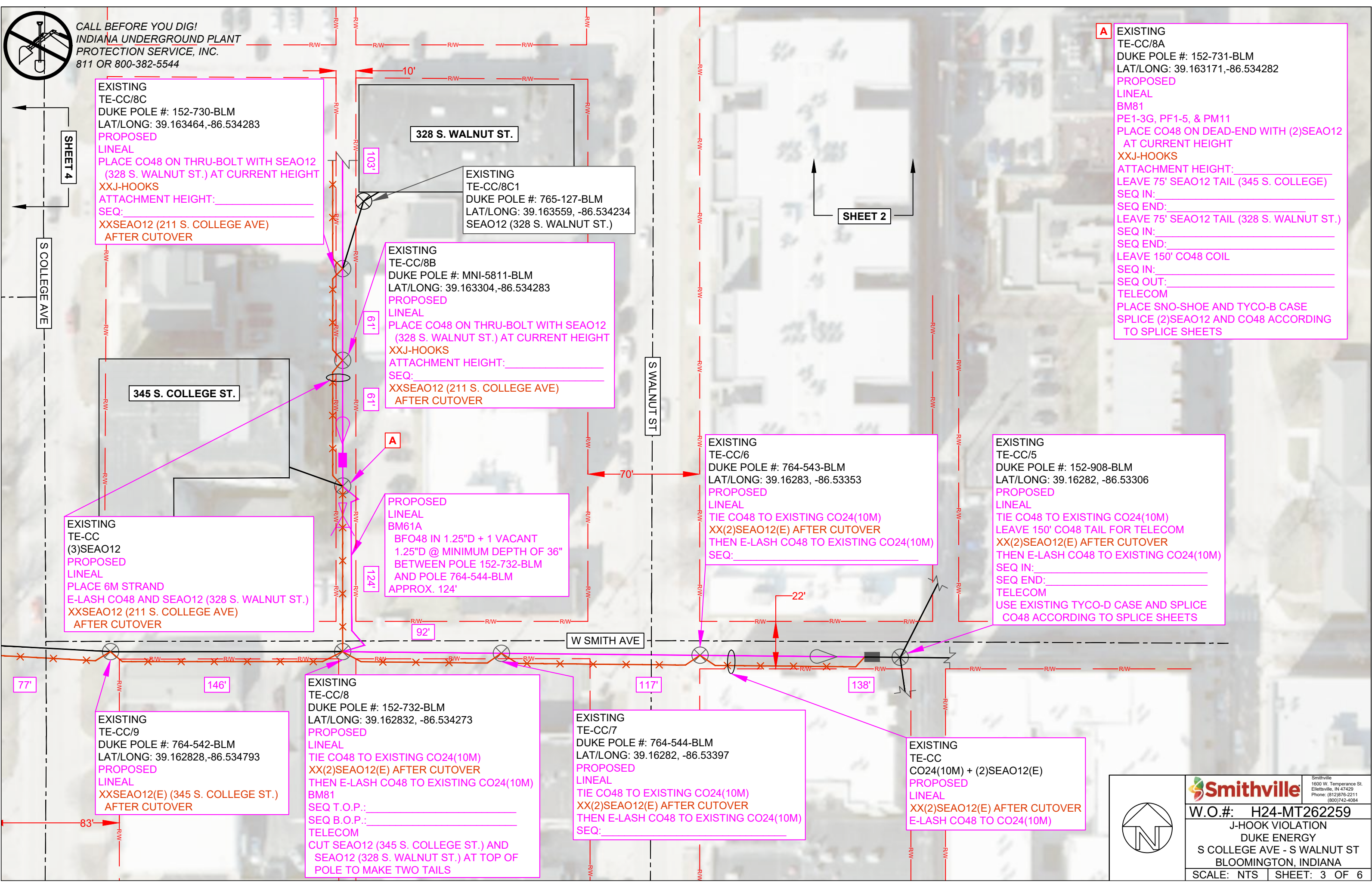
EXISTING
 TE-CC/9
 DUKE POLE #: 764-542-BLM
 LAT/LONG: 39.162828,-86.534793
 PROPOSED
 LINEAL
 XXSEA012(E) (345 S. COLLEGE ST.)
 AFTER CUTOVER

EXISTING
 TE-CC/8
 DUKE POLE #: 152-732-BLM
 LAT/LONG: 39.162832,-86.534273
 PROPOSED
 LINEAL
 TIE CO48 TO EXISTING CO24(10M)
 XX(2)SEA012(E) AFTER CUTOVER
 THEN E-LASH CO48 TO EXISTING CO24(10M)
 BM81
 SEQ T.O.P.: _____
 SEQ B.O.P.: _____
 TELECOM
 CUT SEA012 (345 S. COLLEGE ST.) AND
 SEA012 (328 S. WALNUT ST.) AT TOP OF
 POLE TO MAKE TWO TAILS

EXISTING
 TE-CC/7
 DUKE POLE #: 764-544-BLM
 LAT/LONG: 39.16282,-86.53397
 PROPOSED
 LINEAL
 TIE CO48 TO EXISTING CO24(10M)
 XX(2)SEA012(E) AFTER CUTOVER
 THEN E-LASH CO48 TO EXISTING CO24(10M)
 SEQ: _____

EXISTING
 TE-CC
 CO24(10M) + (2)SEA012(E)
 PROPOSED
 LINEAL
 XX(2)SEA012(E) AFTER CUTOVER
 E-LASH CO48 TO CO24(10M)

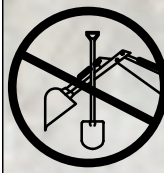
A EXISTING
 TE-CC/8A
 DUKE POLE #: 152-731-BLM
 LAT/LONG: 39.163171,-86.534282
 PROPOSED
 LINEAL
 BM81
 PE1-3G, PF1-5, & PM11
 PLACE CO48 ON DEAD-END WITH (2)SEA012
 AT CURRENT HEIGHT
 XXJ-HOOKS
 ATTACHMENT HEIGHT: _____
 LEAVE 75' SEA012 TAIL (345 S. COLLEGE)
 SEQ IN: _____
 SEQ END: _____
 LEAVE 75' SEA012 TAIL (328 S. WALNUT ST.)
 SEQ IN: _____
 SEQ END: _____
 LEAVE 150' CO48 COIL
 SEQ IN: _____
 SEQ OUT: _____
 TELECOM
 PLACE SNO-SHOE AND TYCO-B CASE
 SPLICE (2)SEA012 AND CO48 ACCORDING
 TO SPLICE SHEETS



SHEET 4
 S COLLEGE AVE

SHEET 2

| | |
|--|---|
| | Smithville 1600 W. Temperance St. Ellettsville, IN 47429 Phone: (812)876-2211 (800)742-4084 |
| | W.O.#: H24-MT262259 |
| | J-HOOK VIOLATION DUKE ENERGY S COLLEGE AVE - S WALNUT ST BLOOMINGTON, INDIANA |
| | SCALE: NTS SHEET: 3 OF 6 |



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S MADISON ST

W SMITH AVE

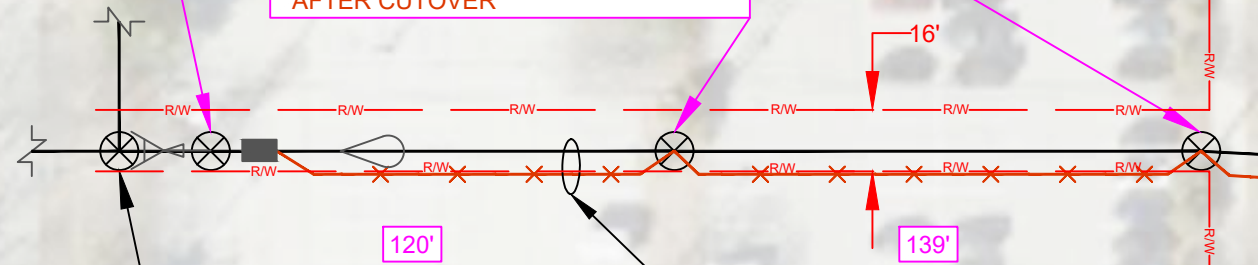
S MORTON ST

SHEET 3

EXISTING
 TE-CC/12
 DUKE POLE #: 152-674-BLM
 LAT/LONG: 39.16285, -86.53598
 TYCO-B
 PROPOSED
 TELECOM
 CUT SEA012(E) FOR LINEAL
 LINEAL
 XXSEA012(E) (345 S. COLLEGE ST.)
 AFTER CUTOVER

EXISTING
 TE-CC/11
 DUKE POLE #: 152-675-BLM
 LAT/LONG: 39.162844, -86.535551
 PROPOSED
 LINEAL
 LOWER CO24(10M) 6" TO BE 12" ABOVE
 COMMS AND A MINIMUM OF 40"
 BELOW TRANSFORMER DRIP LOOP
 ATTACHMENT HEIGHT:
 XXSEA012(E) (345 S. COLLEGE ST.)
 AFTER CUTOVER

EXISTING
 TE-CC/10
 DUKE POLE #: 764-541-BLM
 LAT/LONG: 39.162834, -86.535066
 PROPOSED
 LINEAL
 XXSEA012(E) (345 S. COLLEGE ST.)
 AFTER CUTOVER

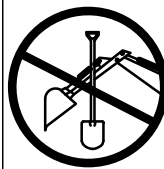


EXISTING
 TE-CC/13
 DUKE POLE #: 152-674-BLM
 LAT/LONG: 39.16285, -86.53608

EXISTING
 TE-CC
 CO24(10M) + SEA012(E)
 XXSEA012(E) (345 S. COLLEGE ST.)
 AFTER CUTOVER



| | |
|--|---|
| | Smithville 1600 W. Temperance St. Ellettsville, IN 47425 Phone: (812)876-2211 (800)742-4084 |
| | W.O.#: H24-MT262259 |
| | J-HOOK VIOLATION DUKE ENERGY S COLLEGE AVE - S WALNUT ST BLOOMINGTON, INDIANA |
| | SCALE: NTS SHEET: 4 OF 6 |



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 PROTECTION SERVICE, INC.
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DETAIL "A"



PROPOSED
 LINEAL
 PLACE ANCHOR 12" BEHIND
 COMCAST IN FLOWER BED

PROPOSED
 LINEAL
 BACKHOE TRENCH 1.25"D BETWEEN
 POLE 152-726-BLM AND BUILDING

DETAIL "B"



PROPOSED
 LINEAL
 PLACE 1.5" RIGID DOWN SIDE OF
 BUILDING

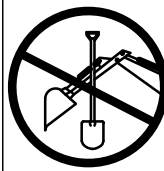


Smithville
 1600 W. Temperance St.
 Ellettsville, IN 47429
 Phone: (812)876-2211
 (800)742-4084

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J-HOOK VIOLATION
 DUKE ENERGY
 S COLLEGE AVE - S WALNUT ST
 BLOOMINGTON, INDIANA

SCALE: NTS | SHEET: 5 OF 6



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 PROTECTION SERVICE, INC.
 811 OR 800-382-5544

DETAIL "C"



PROPOSED
 LINEAL
 LB INTO SIDE
 OF EXISTING LB

4" LB
 (COMMS OTHER THAN
 SMITHVILLE ARE IN
 THIS 4" CONDUIT)

PROPOSED
 LINEAL
 PLACE 1.5" RIGID DOWN SIDE OF
 BUILDING

PROPOSED
 TELECOM
 PULL CUT SEAO12 TAIL FROM POLE 763-729-BLM
 TO POLE 152-724-BLM, TAKE THE 80' COIL AND
 TAIL DOWN RISER AND BACK TO 4" LB. PUSH
 BACK THROUGH 1.50" RIGID CONDUIT AND
 1.25" D AND RISER UP POLE 152-726-BLM AND
 SPLICE TO CO48 ACCORDING TO SPLICE
 SHEETS



Smithville
 1600 W. Temperance St.
 Ellettsville, IN 47429
 Phone: (812)876-2211
 (800)742-4084

W.O.#: H24-MT262259

J-HOOK VIOLATION
 DUKE ENERGY
 S COLLEGE AVE - S WALNUT ST
 BLOOMINGTON, INDIANA

SCALE: NTS | SHEET: 6 OF 6



Board of Public Works Staff Report

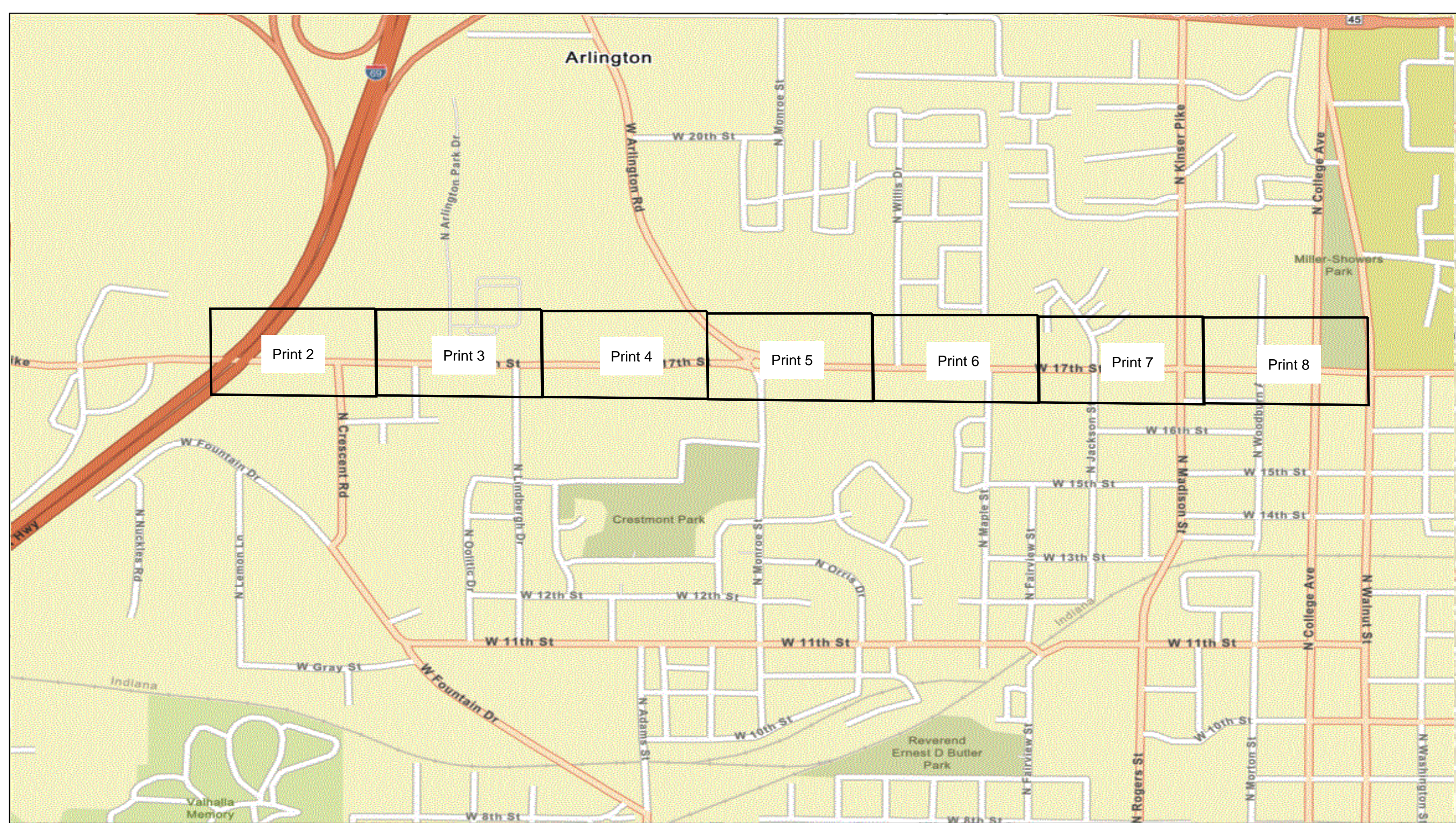
| | |
|-----------------------------------|---|
| Project/Event: | Reissuance of Permit for AEG Fiber Work |
| Staff Representative: | Alex Gray |
| Petitioner/Representative: | Bret Simons |
| Date: | April 9 th , 2024 |

Report: AEG is requesting the reissuance of a previously approved permit that was revoked on March 19th, 2024, by the Engineering Department. The permit was revoked after continued concerns were not address at the request of the Engineering Department. These concerns consisted of the improper closure of sidewalks, leaving excavations open for over 24 hours, leaving backfill to block sidewalk access, and erosion control concerns. A Stop Work Order was issued on March 19th, 2024, to emphasize the importance of these concerns. This order has been lifted as of April 2nd, 2024 and AEG is able to continue working in all areas, except for the area that is being presented to the Board at this meeting.

All concerns that were referenced in the Stop Work Order have been addressed or have been demonstrated to show improvement to not warrant continued placement of the order. For this and from the continued communication with AEG staff, Engineering is in support of AEG's request for reissuance for the below permit area. New permit areas will be brought before the Board at a later meeting.

W 17th St

This area includes W 17th St between I-69 and N Walnut St. AEG has completed a large majority of the work in this area prior to the permit being revoked, but still has boring west of the roundabout at Arlington Rd and will need sidewalk closures and potentially lane closures until they are able to complete the area. Fiber pulling and splicing will also need to be completed in this area. AEG staff has agreed to meet with Engineering Staff before work resumes to insure all closures are properly completed and that the area is restored to the satisfaction of the City.

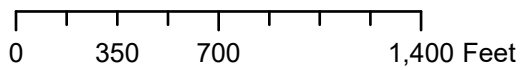


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Legend BLN01b-F12_E 17th St

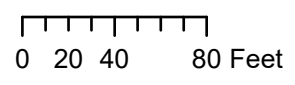
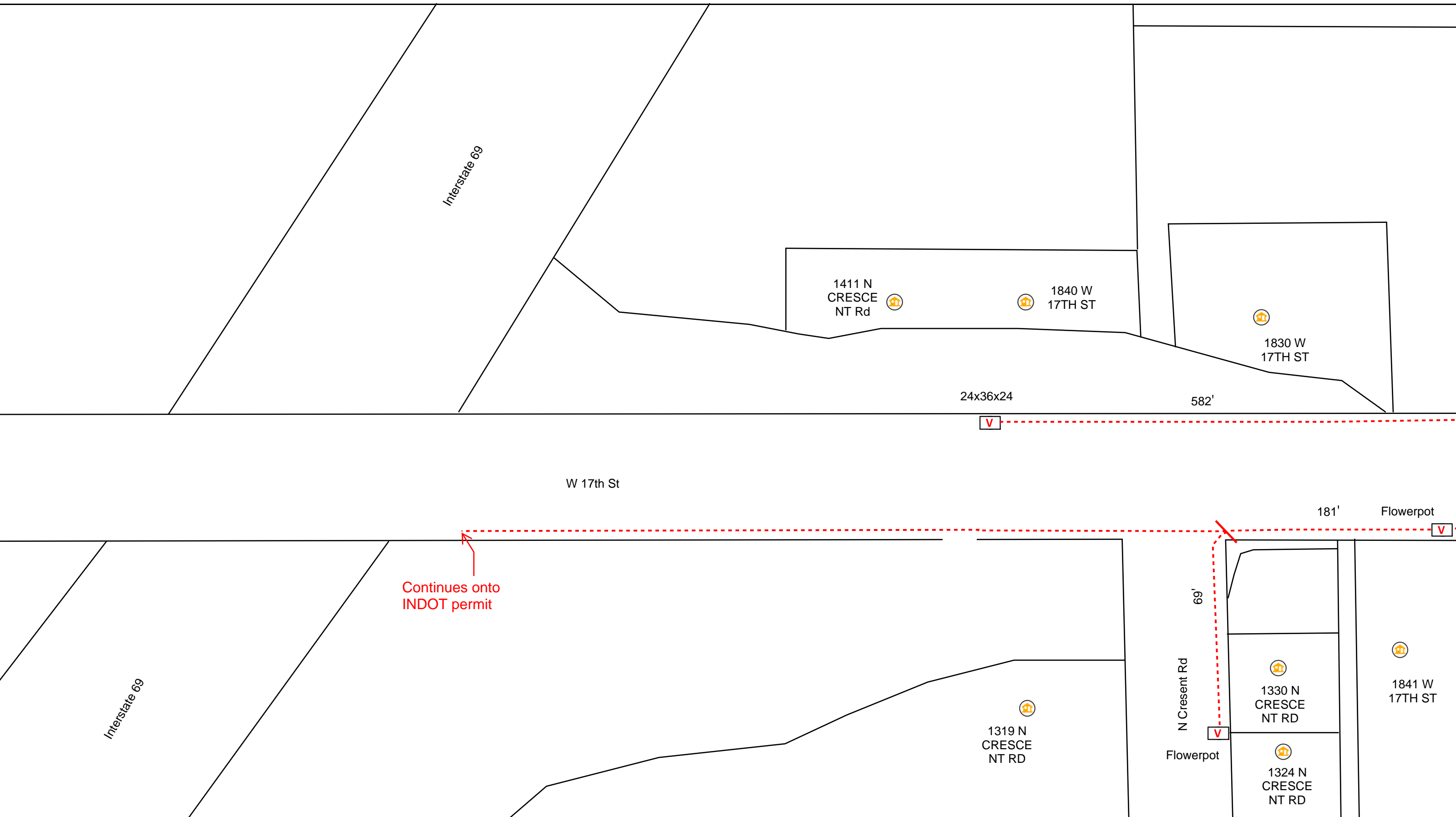
- Overhead Strand
- ⋯ Conduit
- Grids



City of Bloomington, IN Permit:
Design View

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Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- Ⓡ Risers
- 🏠 Address
- Y Anchor
- ← Sidewalk
- Grids

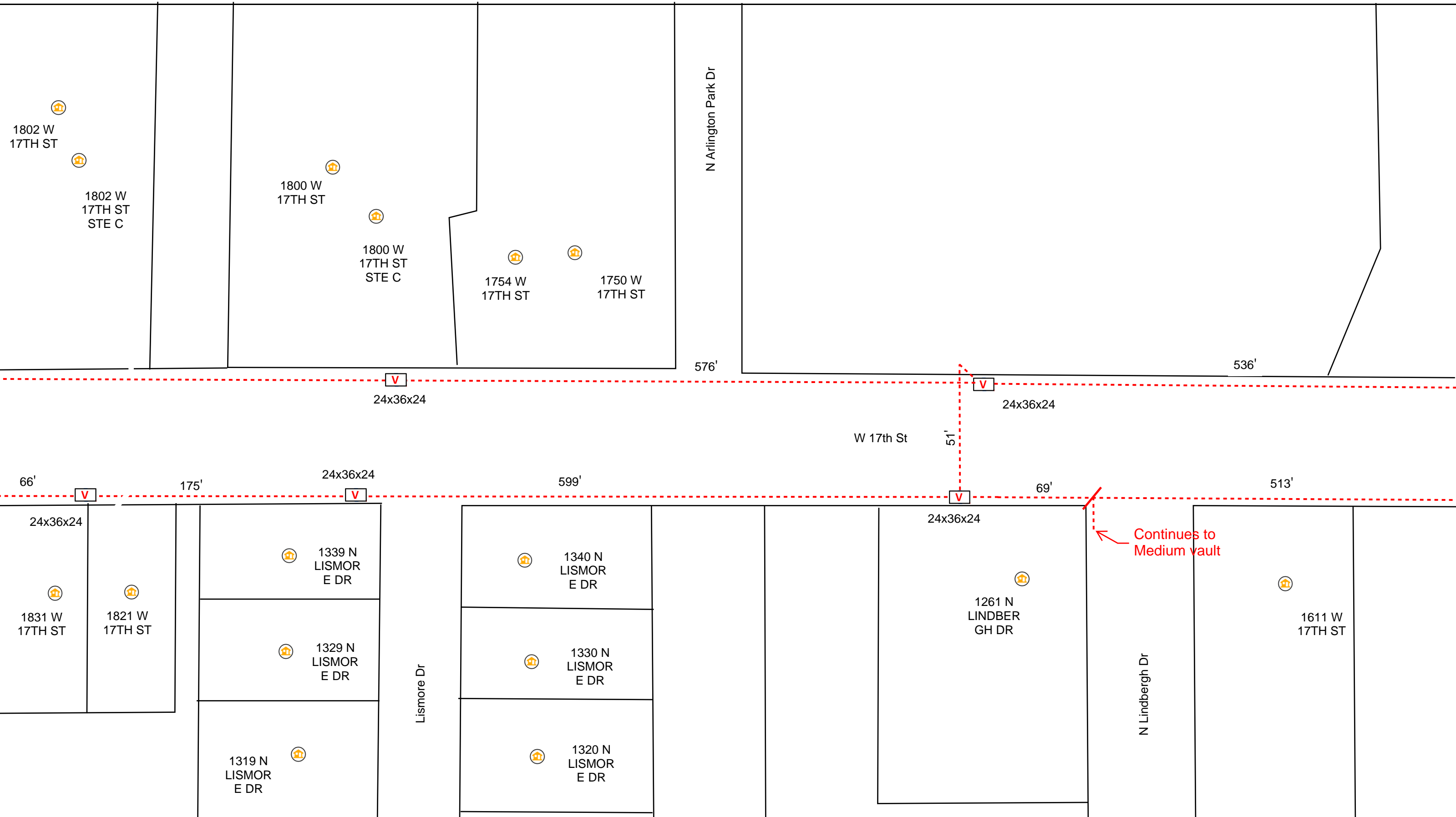
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- Ⓡ Risers
- Ⓜ Address
- Y Anchor
- ← Sidewalk
- Grids

All Flowerpots 12" DIA

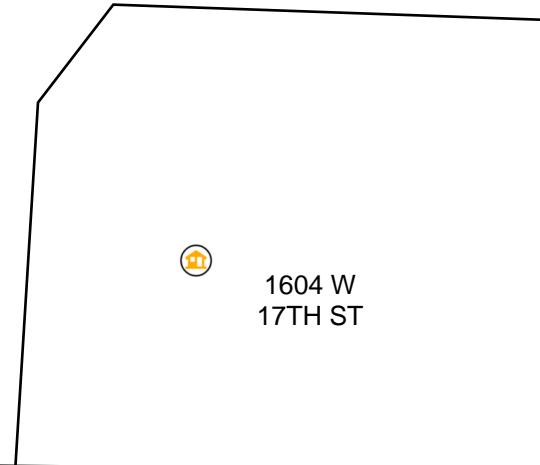


City of Bloomington, IN Permit:
Design View

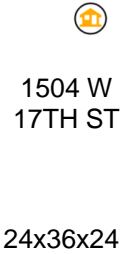
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W Arlington Rd

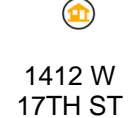


1604 W
17TH ST



1504 W
17TH ST

24x36x24

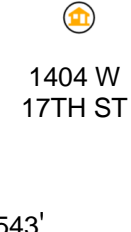


1412 W
17TH ST



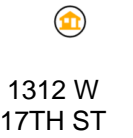
1408 W
17TH ST

1406 W
17TH ST

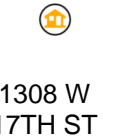


1404 W
17TH ST

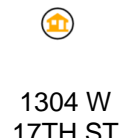
543'



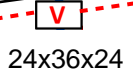
1312 W
17TH ST



1308 W
17TH ST



1304 W
17TH ST



24x36x24

543'

W 17th St

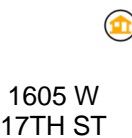


24x36x24

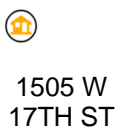
582'



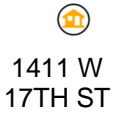
24x36x24



1605 W
17TH ST



1505 W
17TH ST



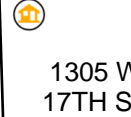
1411 W
17TH ST



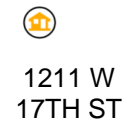
1405 W
17TH ST



1311 W
17TH ST



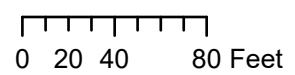
1305 W
17TH ST



1211 W
17TH ST



1111 W
17TH ST



Legend

- Poles
- Conduit
- Overhead Strand
- Anchor
- Sidewalk
- Grids
- Bloomington_Parcels
- Risers
- Address

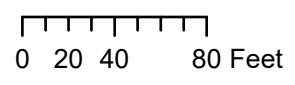
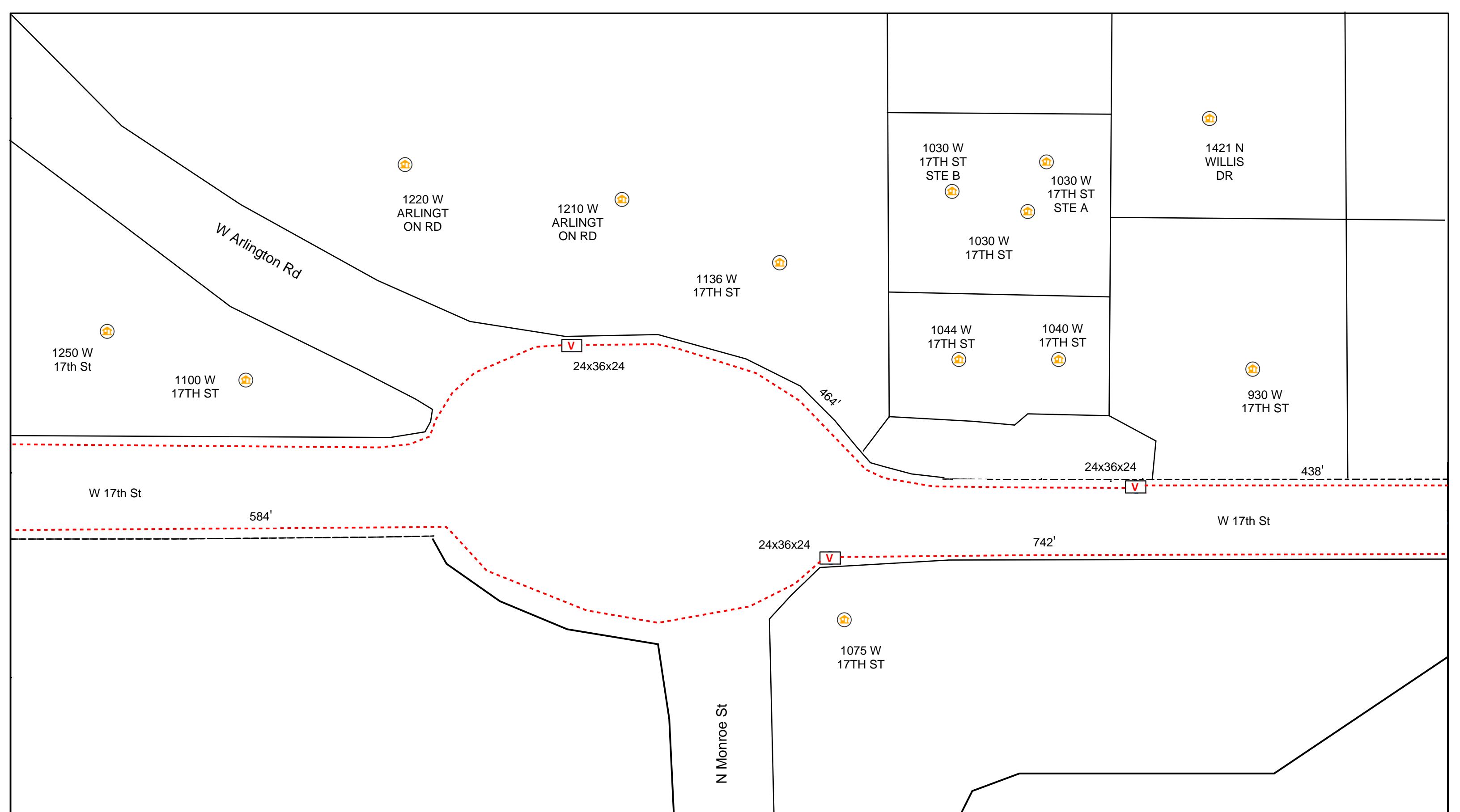
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- Ⓡ Risers
- 🏠 Address
- Y Anchor
- ← Sidewalk
- Grids

All Flowerpots 12" DIA

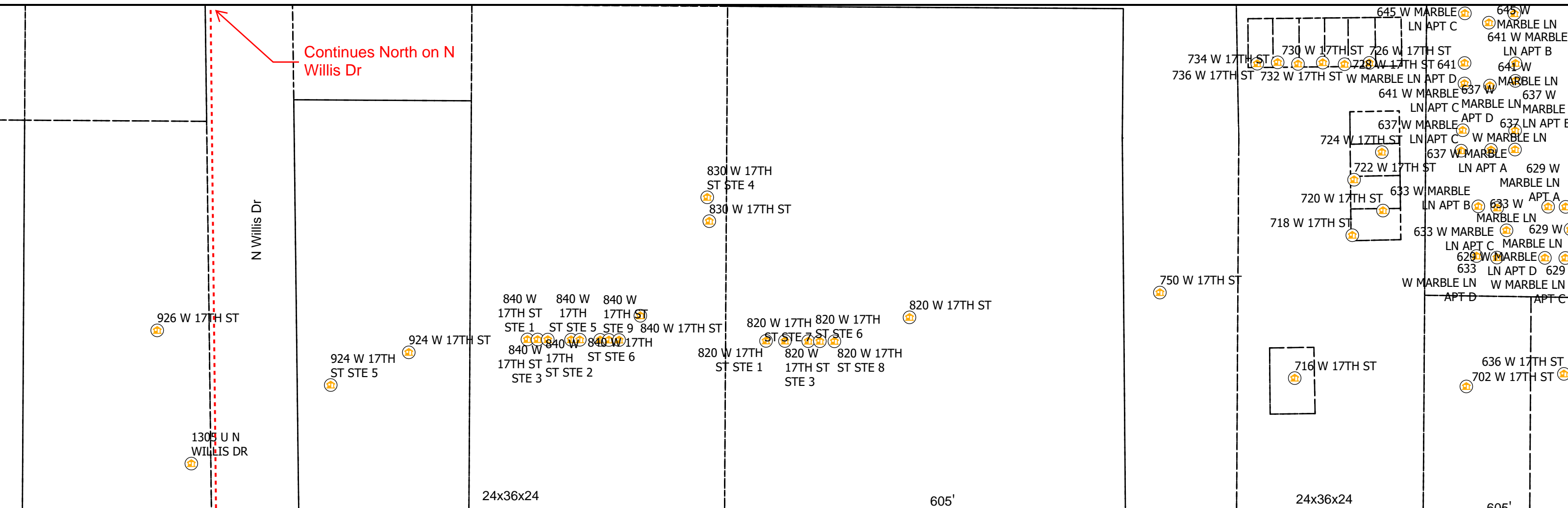


City of Bloomington, IN Permit:
Design View

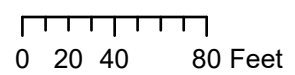
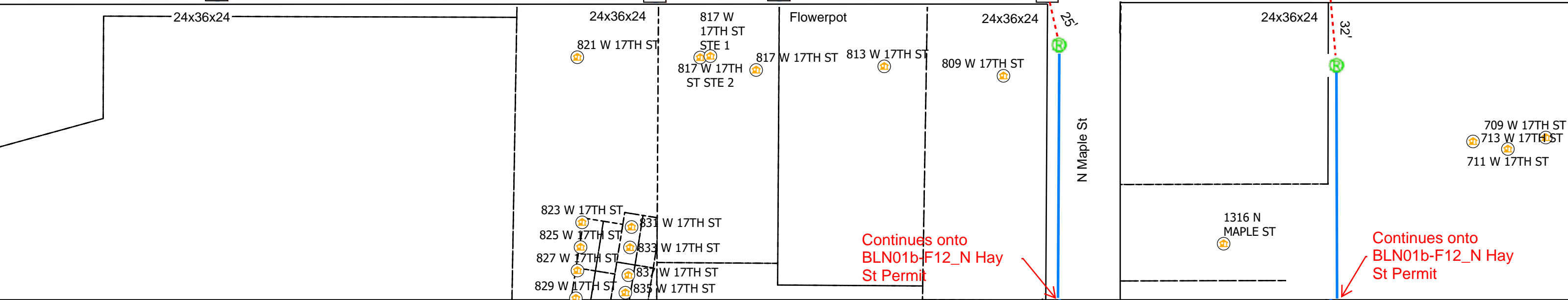
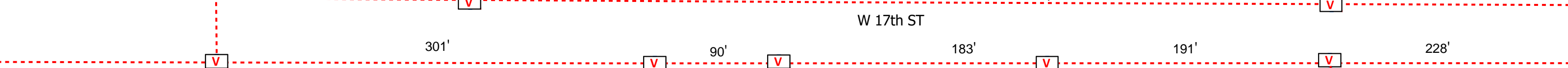
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Continues North on N Willis Dr



W 17th St



Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- R Risers
- Address
- Y Anchor
- ← Sidewalk
- Grids

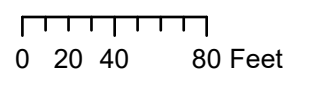
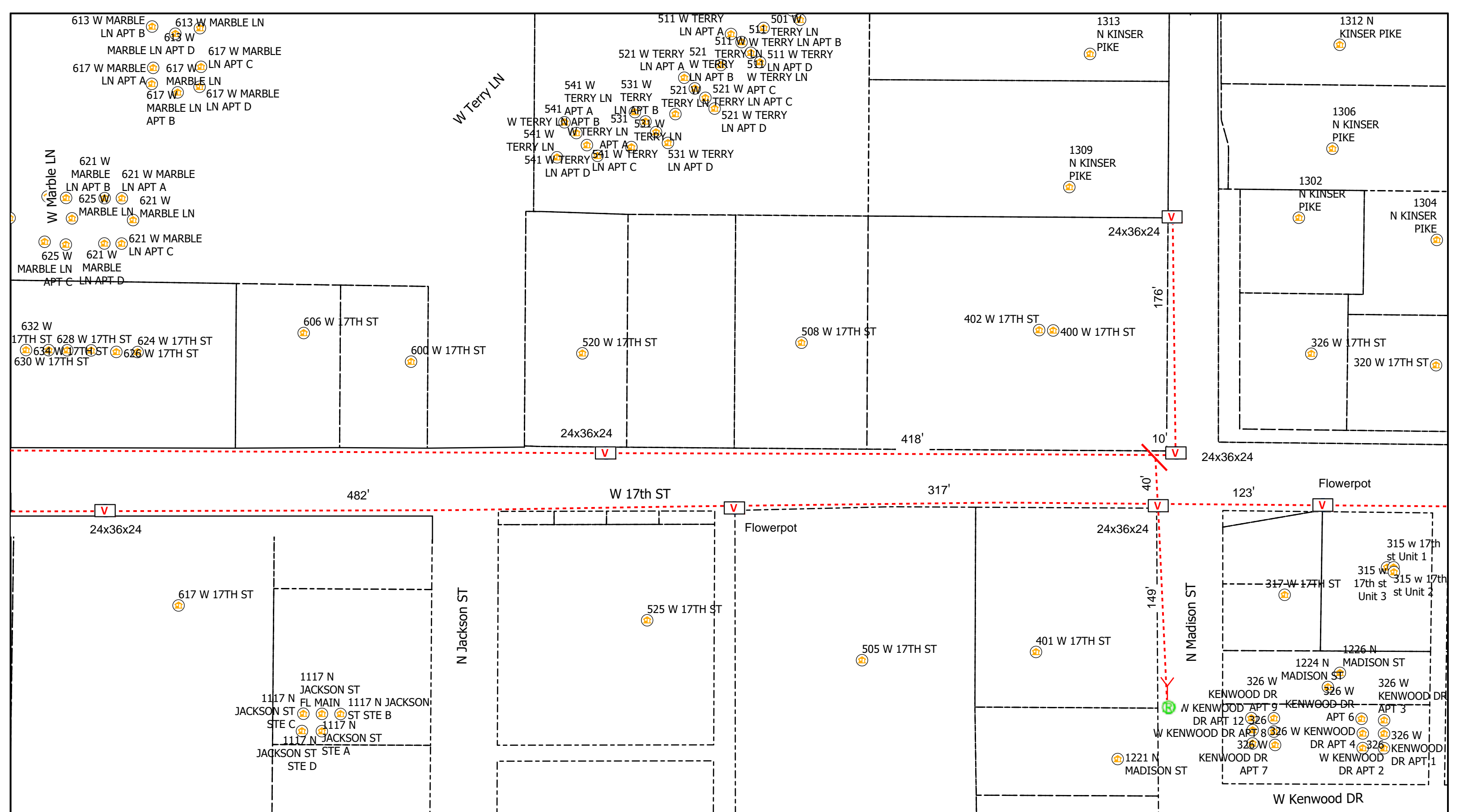
All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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Legend

- Poles
- V Vaults
- Overhead Strand
- Conduit
- Bloomington_Parcels
- R Risers
- 🏠 Address
- Y Anchor
- ↩ Sidewalk
- Grids

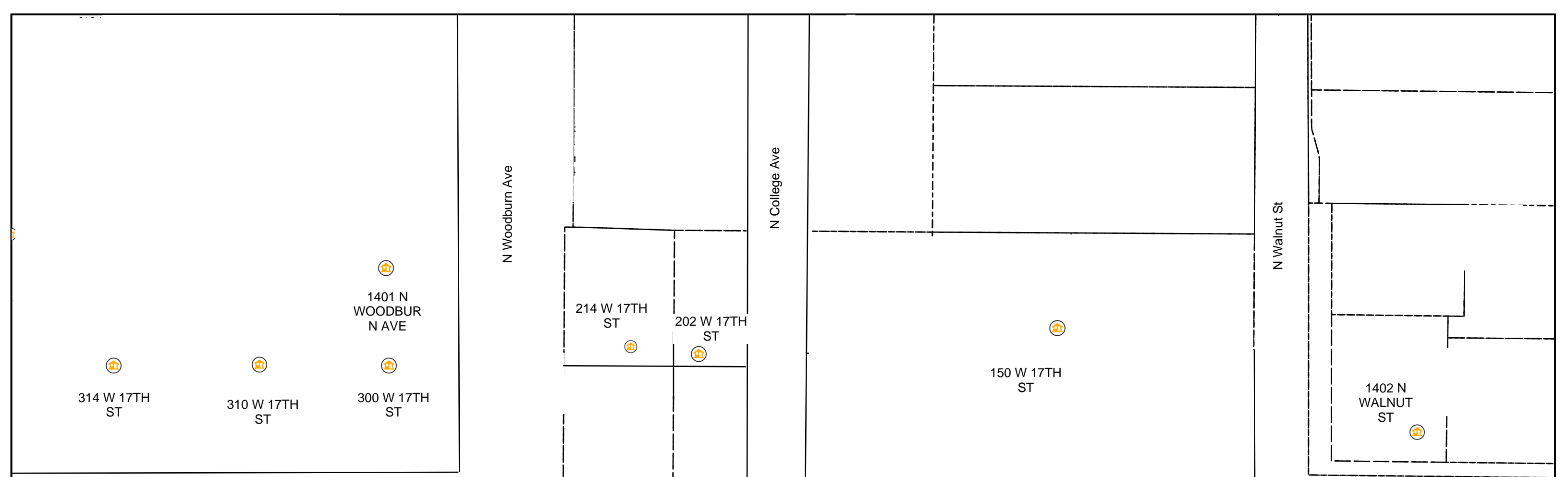
All Flowerpots 12" DIA



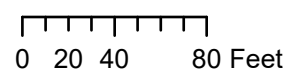
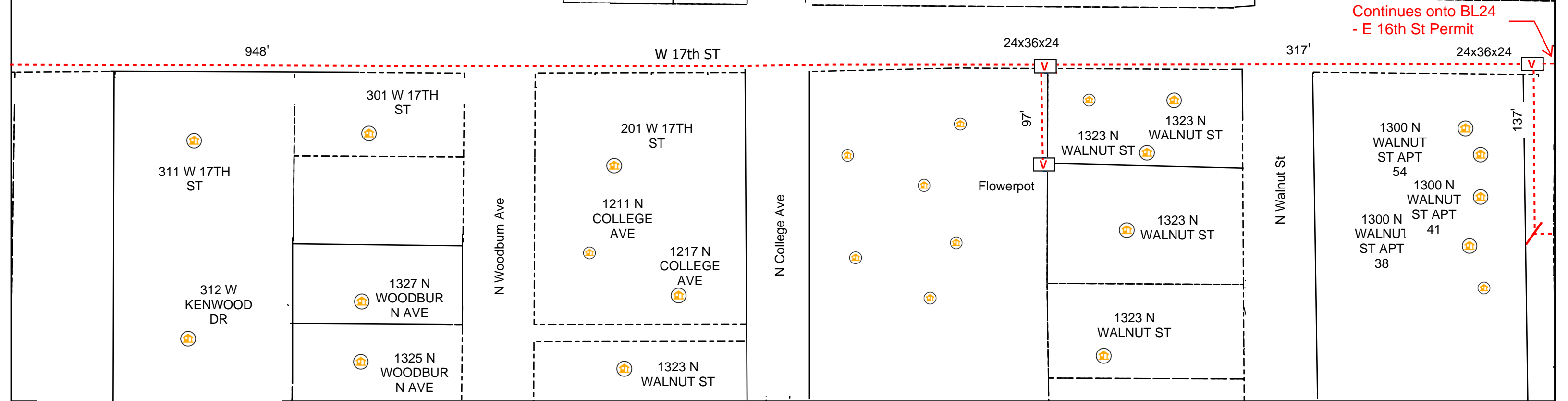
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Continues onto BL24
- E 16th St Permit



Legend

- Poles
- V Vaults
- Overhead Strand
- - - Conduit
- Bloomington_Parcels
- R Risers
- 🏠 Address
- Y Anchor
- ← Sidewalk
- Grids

All Flowerpots 12" DIA



City of Bloomington, IN Permit:
Design View

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Carlton® PV-Mold® Nonmetallic Pole Riser System

Carlton PV-Mold is a nonmetallic pole riser system designed to protect communications power cable installed on poles.

Features:

- Meets or exceeds requirements outlined in the National Electric Safety Code (NESC).
- Designed in accordance with NEMA TC-19 specifications.
- Ultraviolet, cold temperature and corrosive atmosphere resistant.
- Schedule 40 wall meets Schedule 80 PVC conduit impact requirements per NEMA TC-19.
- No grounding required.
- Belled end fits over each added section or conduit.
- Flame retardant.
- Requires no maintenance.
- PV-Mold acts as an insulator against electrical shock.
- Interchangeable parts and accessories to match the needs of specific requirements.

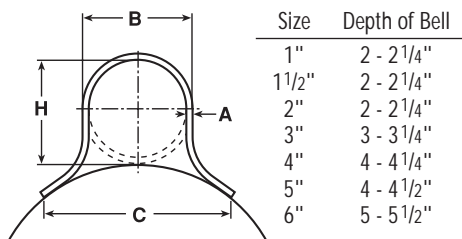


Steel U-Guard requires grounding strapping and does not have belled ends.



PV-Mold has belled ends, flanged design and does not require grounding.

Flanged Overall Length 10 Feet, Including Bell



Slots are 1/2" from side to side, and allow for expansion and contraction.

Slot Dimensions: for sizes 2" through 6" are 5/16" wide, 3/4" long.

Slot Dimensions: for 1" and 1 1/2" are 3/16" wide, 3/4" long.

Slot Spacing: 18" from center, beginning 6" from end.



Standard Duty

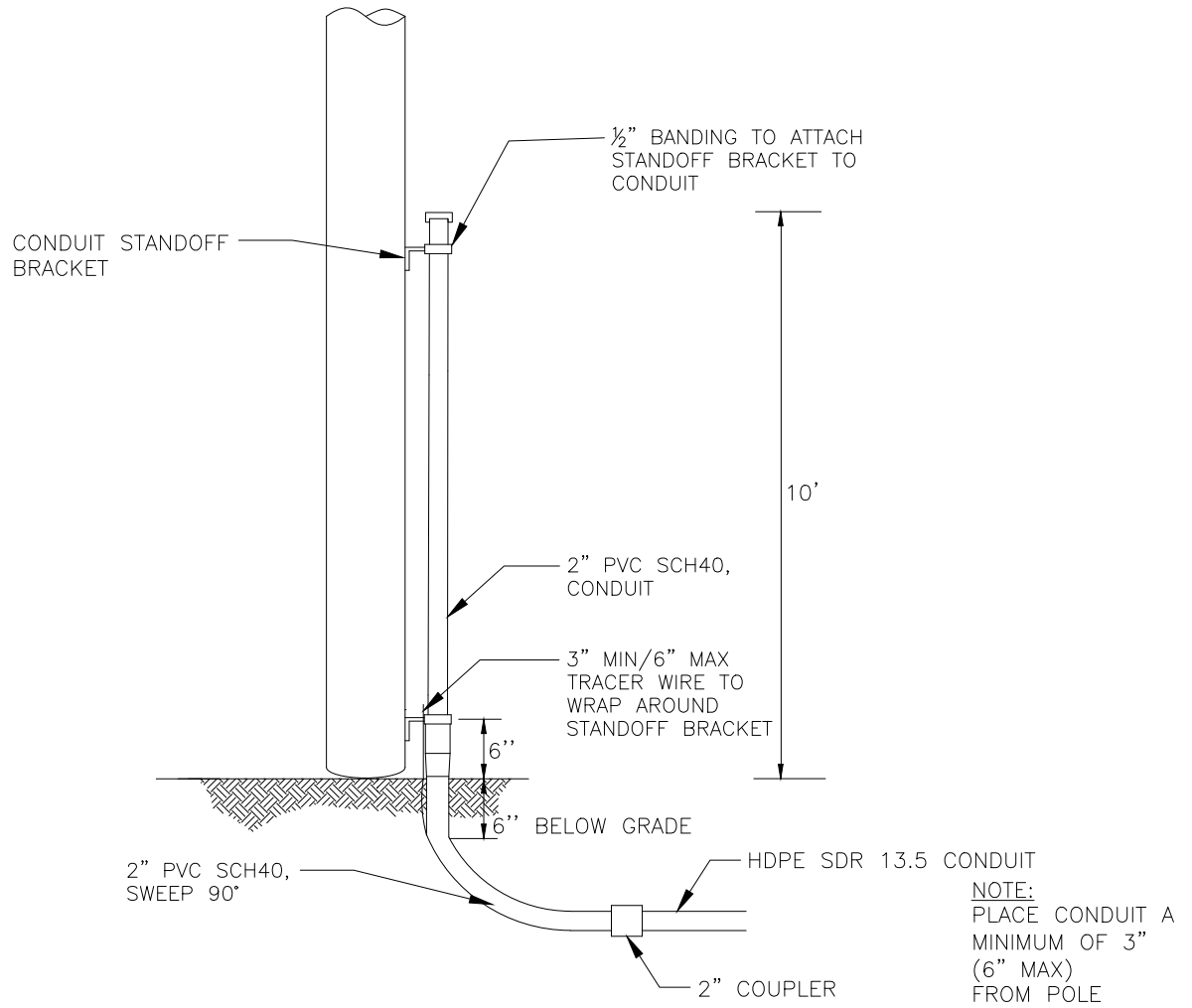
| Part No. | Size | Std. Ctn. Qty. | Std. Ctn. Wt. (lbs.) | Dimensions | | | | Actual Impact @ 0°C 20 Pound Top |
|-----------------------|------|----------------|----------------------|------------|--------|--------|--------|-------------------------------------|
| | | | | A | B | C | H | |
| 59208N | 1" | 294 | 1059 | 0.100" | 1 5/8" | 2 3/8" | 1 5/8" | 40 Ft.-Lbs. |
| 59211N | 2" | 136 | 726 | 0.100" | 2 3/8" | 4 1/2" | 2 3/8" | 100 Ft.-Lbs. |
| 59211X (5' length) | 2" | 136 | 363 | 0.100" | 2 3/8" | 4 1/2" | 2 3/8" | 100 Ft.-Lbs. |
| 59213N | 3" | 66 | 761 | 0.150" | 3 1/2" | 6" | 3 1/2" | 110 Ft.-Lbs. |
| 59213X (5' length) | 3" | 66 | 381 | 0.150" | 3 1/2" | 6" | 3 1/2" | 100 Ft.-Lbs. |
| 59215N | 4" | 65 | 910 | 0.150" | 4 1/2" | 6 1/2" | 4 1/2" | 110 Ft.-Lbs. |
| 59216N | 5" | 30 | 515 | 0.150" | 5 1/2" | 7 1/2" | 5 1/2" | 110 Ft.-Lbs. |

Heavy Duty Schedule 40

| | | | | | | | | |
|-----------------------|--------|-----|------|--------|----------|--------|----------|--------------|
| 59010N | 1 1/2" | 200 | 1142 | 0.145" | 1 29/32" | 3 1/2" | 1 29/32" | 100 Ft.-Lbs. |
| 59011N | 2" | 136 | 1214 | 0.154" | 2 3/8" | 4 1/2" | 2 3/8" | 150 Ft.-Lbs. |
| 59013N | 3" | 66 | 937 | 0.216" | 3 1/2" | 6" | 3 9/32" | 150 Ft.-Lbs. |
| 59015N | 4" | 65 | 1621 | 0.237" | 4 1/2" | 6 1/2" | 4 1/2" | 260 Ft.-Lbs. |
| 59015X (5' length) | 4" | 65 | 707 | 0.237" | 4 1/2" | 6 1/2" | 4 1/2" | 260 Ft.-Lbs. |
| 59016N | 5" | 30 | 870 | 0.258" | 5 1/2" | 7 1/2" | 5 1/2" | 260 Ft.-Lbs. |
| 59017N | 6" | 30 | 1160 | 0.280" | 6 5/8" | 8 3/4" | 6 5/8" | 260 Ft.-Lbs. |

Extra Heavy Duty Schedule 80

| | | | | | | | | |
|--------|----|-----|------|--------|--------|--------|--------|--------------|
| 59411N | 2" | 136 | 1549 | 0.218" | 2 3/8" | 4 1/2" | 2 3/8" | 300 Ft.-Lbs. |
| 59413N | 3" | 66 | 1495 | 0.030" | 3 1/2" | 6" | 3 1/2" | 525 Ft.-Lbs. |



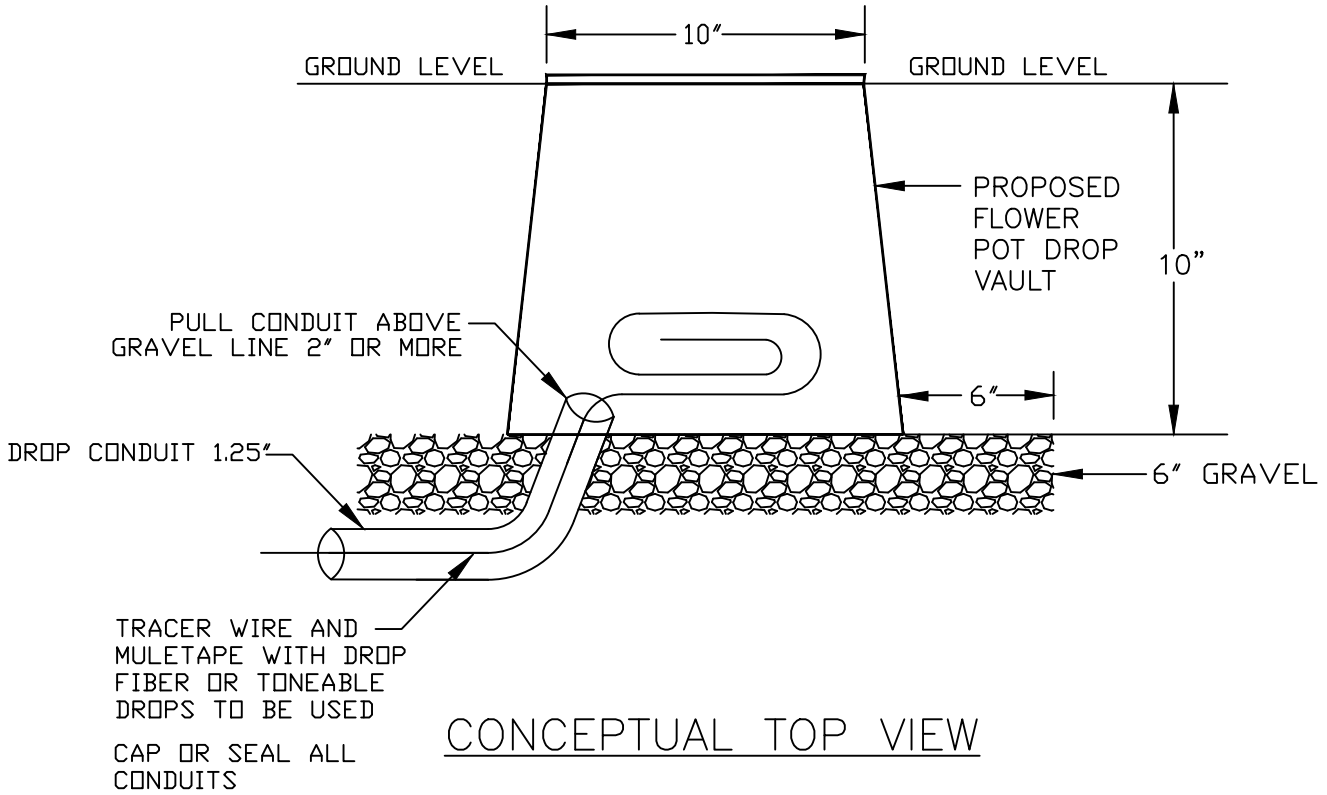
| DESCRIPTION | QTY | MANUFACTURER (PREFERRED) | PART # |
|--------------------------------------|--------|-----------------------------|--------|
| SCREW, LAG, 1/2" x 4-1/2" | 10 | | |
| HDPE SDR 13.5 CONDUIT, VARIOUS SIZES | N/A | | |
| 2" PVC SCH40, RISER PIPE | 1 | | |
| #12 TRACER WIRE | N/A | | |
| 2" PVC SCH40, SWEEP, 90 DEG | 1 | | |
| CONDUIT STANDOFF BRACKET | VARIES | | |
| CONDUIT STRAP KIT | VARIES | | |
| 2" COUPLER | 1 | | |
| | | | |
| | | | |



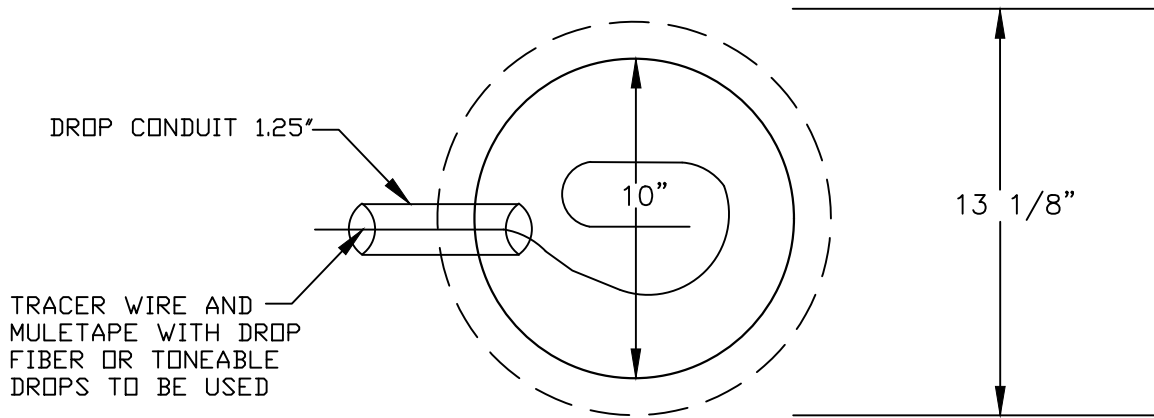
TYPICAL RISER
CONDUIT
WOOD POLE

(R2-W)

CONCEPTUAL SIDE VIEW



CONCEPTUAL TOP VIEW

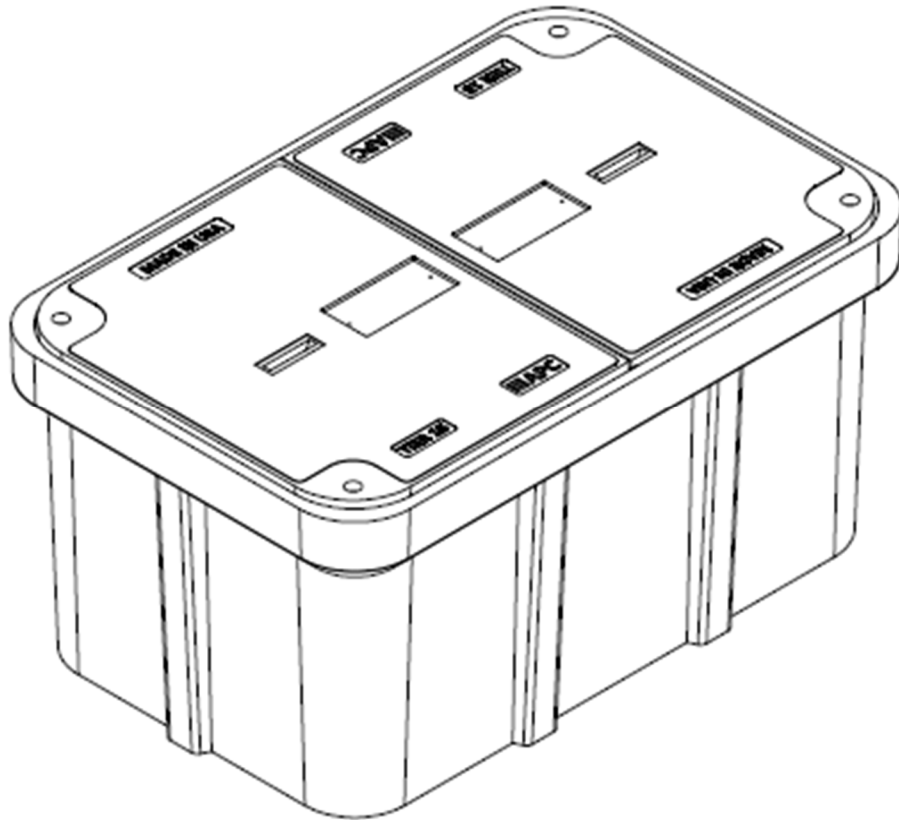


FLOWER POT

30"x48" PC UNIT, 2PC TIER 15/22
 18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



| Description | Nominal Size | ANSI Tier | Part Number | Estimated Weight |
|-------------------|--------------|-----------|----------------|------------------|
| PC Unit – TIER 15 | 30"x48"x18" | Tier 15 | P304818HU15... | 460 lbs. |
| PC Unit – TIER 22 | 30"x48"x18" | Tier 22 | P304818HU22... | 525 lbs. |
| PC Unit – TIER 15 | 30"x48"x24" | Tier 15 | P304824HU15... | 510 lbs. |
| PC Unit – TIER 22 | 30"x48"x24" | Tier 22 | P304824HU22... | 575 lbs. |
| PC Unit – TIER 15 | 30"x48"x36" | Tier 15 | P304836HU15... | 615 lbs. |
| PC Unit – TIER 22 | 30"x48"x36" | Tier 22 | P304836HU22... | 680 lbs. |

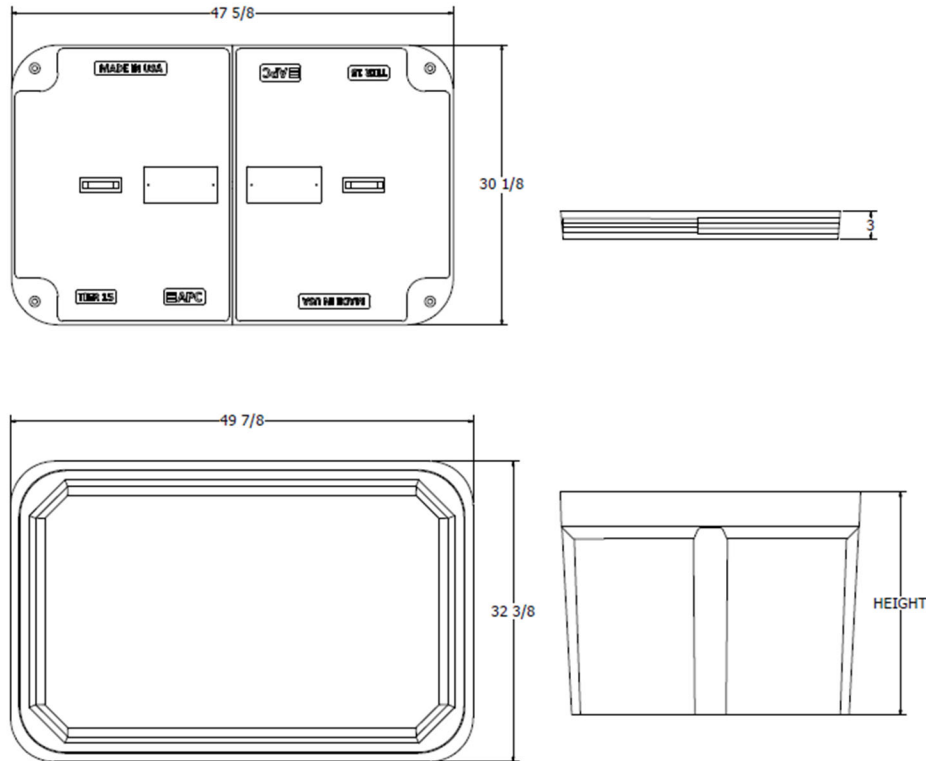


30"x48" PC UNIT, 2PC TIER 15/22

18", 24", and 36" HEIGHT



AMERICAN POLYMER COMPANY



| Components | Nominal Size | ANSI Tier | Part Number | Estimated Weight |
|------------------------|----------------|-----------|-------------|------------------|
| Replacement Box | 30"x48"x18" | Tier 22 | P304818B22 | 185 lbs. |
| Replacement Box | 30"x48"x24" | Tier 22 | P304824B22 | 235 lbs. |
| Replacement Box | 30"x48"x36" | Tier 22 | P304836B22 | 340 lbs. |
| Replacement Lids - T15 | 30"x48" (half) | Tier 15 | Various | 150 lbs. |
| Replacement Lids - T22 | 30"x48" (half) | Tier 22 | Various | 170 lbs. |

Bolt options



Machine Thread



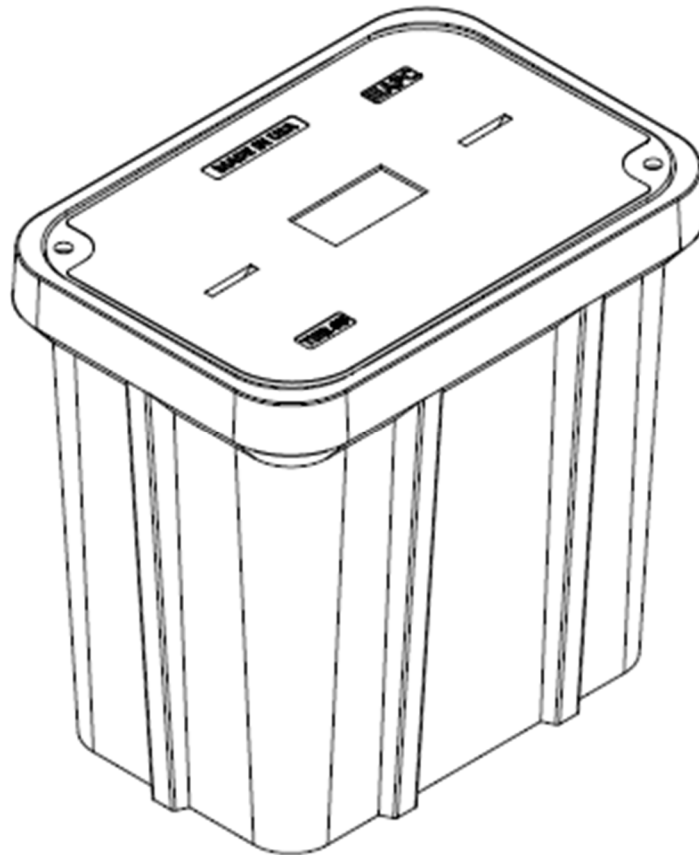
Auger Thread



24"x36" PC UNIT, TIER 15/22
 18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



| Description | Nominal Size | ANSI Tier | Part Number | Estimated Weight |
|-------------------|--------------|-----------|---------------|------------------|
| PC Unit – TIER 15 | 24x36"x18" | Tier 15 | P243618U15... | 335 lbs. |
| PC Unit – TIER 22 | 24x36"x18" | Tier 22 | P243618U22... | 355 lbs. |
| PC Unit – TIER 15 | 24x36"x24" | Tier 15 | P243624U15... | 365 lbs. |
| PC Unit – TIER 22 | 24x36"x24" | Tier 22 | P243624U22... | 385 lbs. |
| PC Unit – TIER 15 | 24x36"x30" | Tier 15 | P243630U15... | 395 lbs. |
| PC Unit – TIER 22 | 24x36"x30" | Tier 22 | P243630U22... | 415 lbs. |
| PC Unit – TIER 15 | 24x36"x36" | Tier 15 | P243636U15... | 425 lbs. |
| PC Unit – TIER 22 | 24x36"x36" | Tier 22 | P243636U22... | 445 lbs. |

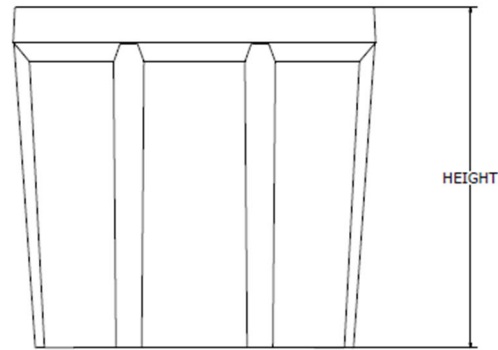
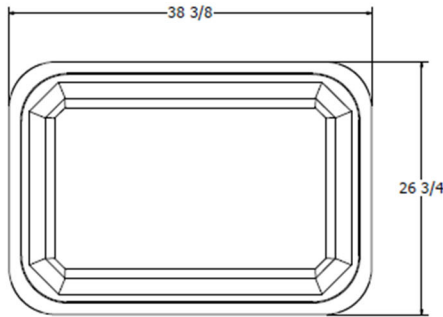
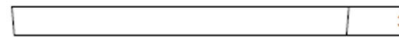
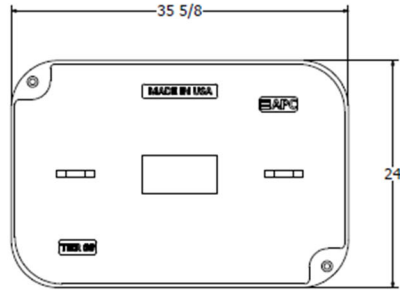


24"x36" PC UNIT, TIER 15/22

18", 24", 30", and 36" HEIGHT



AMERICAN POLYMER COMPANY



| Components | Nominal Size | ANSI Tier | Part Number | Estimated Weight |
|------------------------|--------------|-----------|-------------|------------------|
| Replacement Box | 24"x36"x18" | Tier 22 | P243618B22 | 165 lbs. |
| Replacement Box | 24"x36"x24" | Tier 22 | P243624B22 | 195 lbs. |
| Replacement Box | 24"x36"x30" | Tier 22 | P243630B22 | 225 lbs. |
| Replacement Box | 24"x36"x36" | Tier 22 | P243636B22 | 255 lbs. |
| Replacement Lids - T15 | 24"x36" | Tier 15 | Various | 170 lbs. |
| Replacement Lids - T22 | 24"x36" | Tier 22 | Various | 190 lbs. |

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread

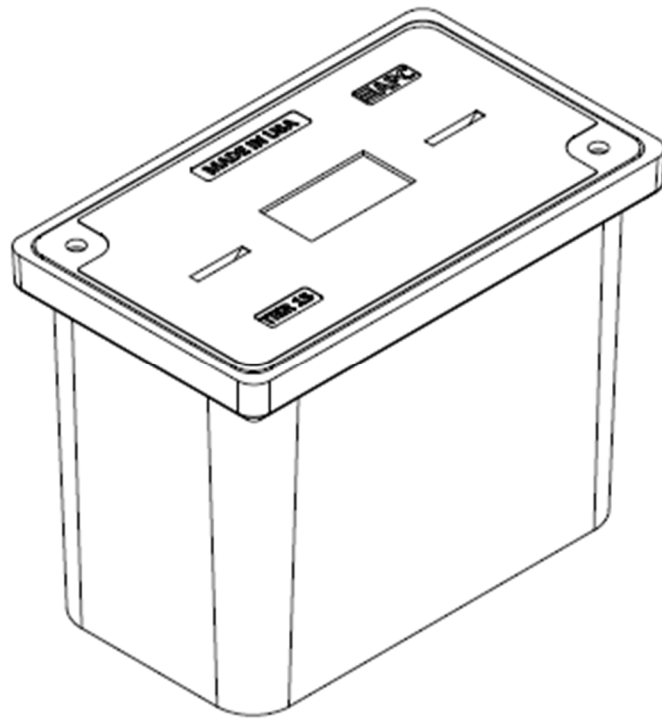


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



| Description | Nominal Size | ANSI Tier | Part Number | Estimated Weight |
|-------------------|--------------|-----------|---------------|------------------|
| PC Unit – TIER 15 | 17"x30"x12" | Tier 15 | P173012U15... | 138 lbs. |
| PC Unit – TIER 22 | 17"x30"x12" | Tier 22 | P173012U22... | 147 lbs. |
| PC Unit – TIER 15 | 17"x30"x18" | Tier 15 | P173018U15... | 172 lbs. |
| PC Unit – TIER 22 | 17"x30"x18" | Tier 22 | P173018U22... | 181 lbs. |
| PC Unit – TIER 15 | 17"x30"x24" | Tier 15 | P173024U15... | 192 lbs. |
| PC Unit – TIER 22 | 17"x30"x24" | Tier 22 | P173024U22... | 201 lbs. |
| PC Unit – TIER 15 | 17"x30"x30" | Tier 15 | P173030U15... | 217 lbs. |
| PC Unit – TIER 22 | 17"x30"x30" | Tier 22 | P173030U22... | 226 lbs. |

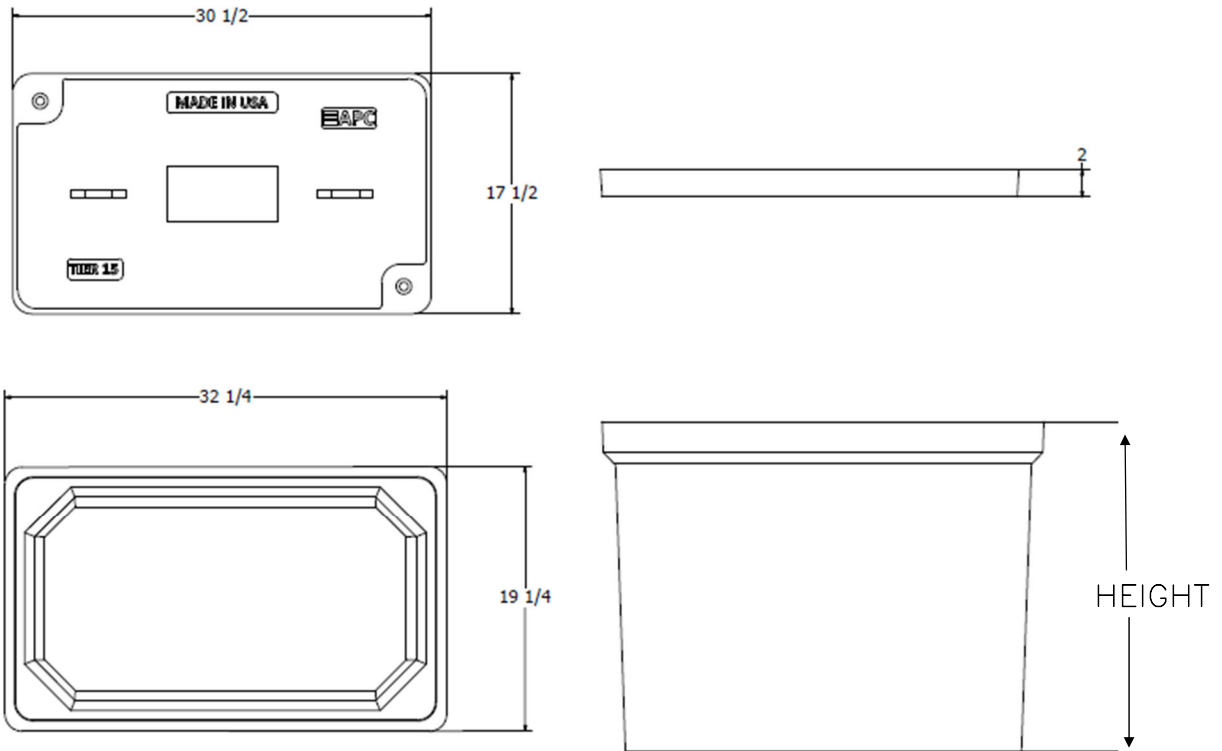


17"x30" PC UNIT, TIER 15/22

12", 18", 24", and 30" HEIGHT



AMERICAN POLYMER COMPANY



| Components | Nominal Size | ANSI Tier | Part Number | Estimated Weight |
|------------------------|--------------|-----------|-------------|------------------|
| Replacement Box | 17"x30"x12" | Tier 22 | P173012B22 | 66 lbs. |
| Replacement Box | 17"x30"x18" | Tier 22 | P173018B22 | 100 lbs. |
| Replacement Box | 17"x30"x24" | Tier 22 | P173024B22 | 120 lbs. |
| Replacement Box | 17"x30"x30" | Tier 22 | P173030B22 | 145 lbs. |
| Replacement Lids – T15 | 17"x30" | Tier 15 | Various | 72 lbs. |
| Replacement Lids – T22 | 17"x30" | Tier 22 | Various | 81 lbs. |

Bolt options



Machine Thread



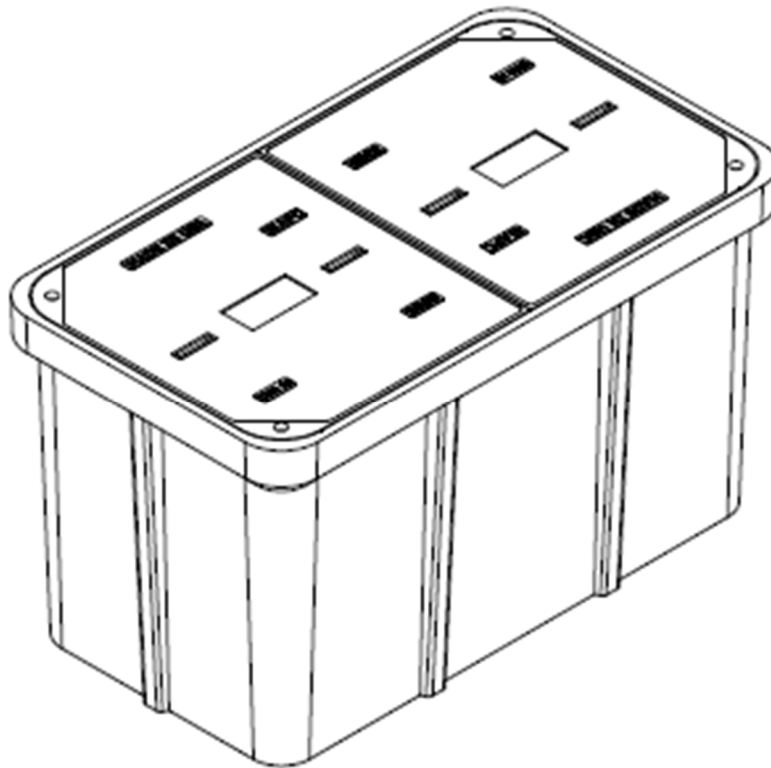
Auger Thread



33"x60" PC UNIT, 2PC TIER 15/22
36" HEIGHT



AMERICAN POLYMER COMPANY



| Description | Nominal Size | ANSI Tier | Part Number | Estimated Weight |
|-------------------|--------------|-----------|---------------|------------------|
| PC Unit - TIER 15 | 33"x60"x36" | Tier 15 | P336036U15... | 930 lbs. |
| PC Unit - TIER 22 | 33"x60"x36" | Tier 22 | P336036U22... | 1030 lbs. |

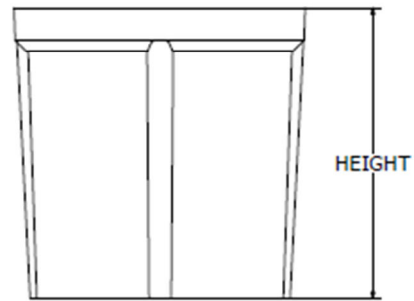
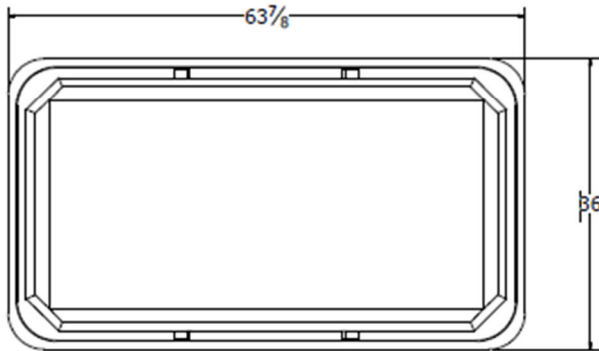
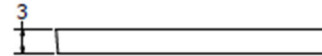


33"x60" PC UNIT, 2PC TIER 15/22

36" HEIGHT



AMERICAN POLYMER COMPANY



| Components | Nominal Size | ANSI Tier | Part Number | Estimated Weight |
|------------------------|----------------|-----------|-------------|------------------|
| Replacement Box | 33"x60"x36" | Tier 22 | P336036B22 | 530 lbs. |
| Replacement Lids - T15 | 33"x60" (half) | Tier 15 | Various | 200 lbs. |
| Replacement Lids - T22 | 33"x60" (half) | Tier 22 | Various | 250 lbs. |

Bolt options

Hex Head



Machine Thread



Penta Head



Auger Thread



| Speed (MPH) Prior To Road Work | SIGN SPACING, FT. | | MUTCD Must be Approved by an Engineer | | | | |
|-----------------------------------|---------------------------|-------------------------|---------------------------------------|-------------------|---------------------------|--------------------------|-----|
| | Non-Divided Highways | Divided Highways | BUFFER SPACE, FT. | TAPER LENGTH, FT. | CHANNELIZING SPACING, FT. | | |
| | Length | Shoulder (10 ft. Width) | Lane (12 ft. Width) | Through Taper | Through Buffer/Work Area | Through Buffer/Work Area | |
| 0-35 | 200 | 200 | 250 | 70 | 245 | 35 | 50 |
| 40-45 | 350 | 500 | 360 | 150 | 540 | 40 | 80 |
| 50-55 | 500 | 1000 | 495 | 185 | 660 | 50 | 100 |
| 60-70 | SA-1000, SB-1500, SC-2640 | | 730 | 235 | 840 | 60 | 120 |
| Urban Low Speed - 100 FT | | | | | | | |

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLN01b-F12_W 17th St-TCP1

Signature: _____

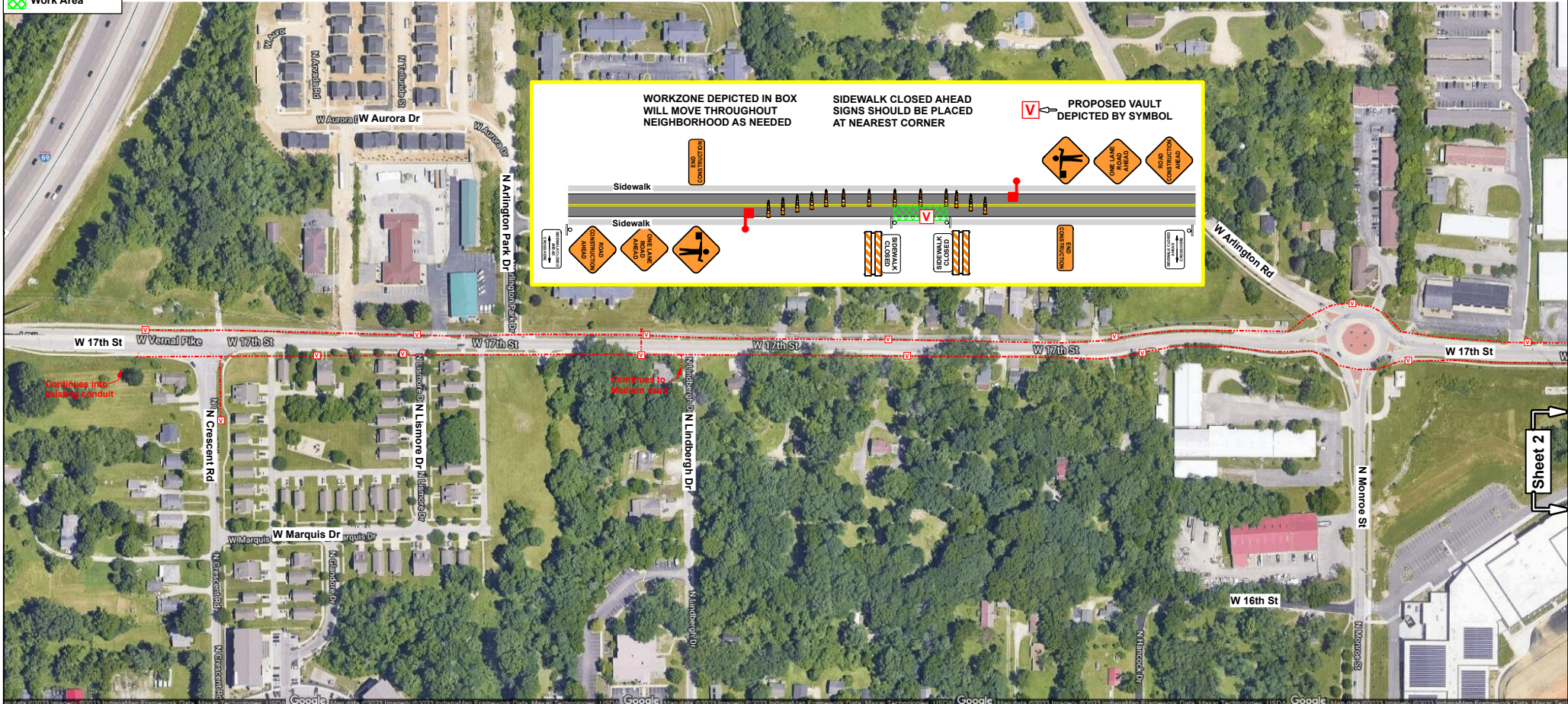
Company: _____



Date: 3/7/2023 Project: BLN01b-F12_W 17th St-TCP :
Traffic Control Suggestion For: AEG :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.

- Legend**
- ADA Barricade
 - Channelizer
 - Conduit
 - Flagger (Person)
 - Sign
 - Vault
 - Work Area



Map data ©2023 Imagery ©2023 IndianaMap Framework Data, Maxar Technologies, USDA, Google

| Spacing Charts Based on MUTCD | | | Must be Approved by an Engineer | | | | |
|-----------------------------------|---------------------------|------------------|---------------------------------|-------------------------|---------------------|---------------------------|--------------------------|
| Speed (MPH) Prior To Road Work | SIGN SPACING, FT. | | BUFFER SPACE, FT. | TAPER LENGTH, FT. | | CHANNELIZING SPACING, FT. | |
| | Non-Divided Highways | Divided Highways | Length | Shoulder (10 ft. Width) | Lane (12 ft. Width) | Through Taper | Through Buffer/Work Area |
| 0-35 | 200 | 200 | 250 | 70 | 245 | 35 | 50 |
| 40-45 | 350 | 500 | 360 | 150 | 540 | 40 | 80 |
| 50-55 | 500 | 1000 | 495 | 185 | 660 | 50 | 100 |
| 60-70 | SA-1000, SB-1500, SC-2640 | | 730 | 235 | 840 | 60 | 120 |
| Urban Low Speed - 100 FT | | | | | | | |

APPROVED/ACCEPTED BY:
ENGINEER, OWNER, or PRIME CONTRACTOR
 Check for Notice to Proceed.
BLN01b-F12_W 17th St-TCP2

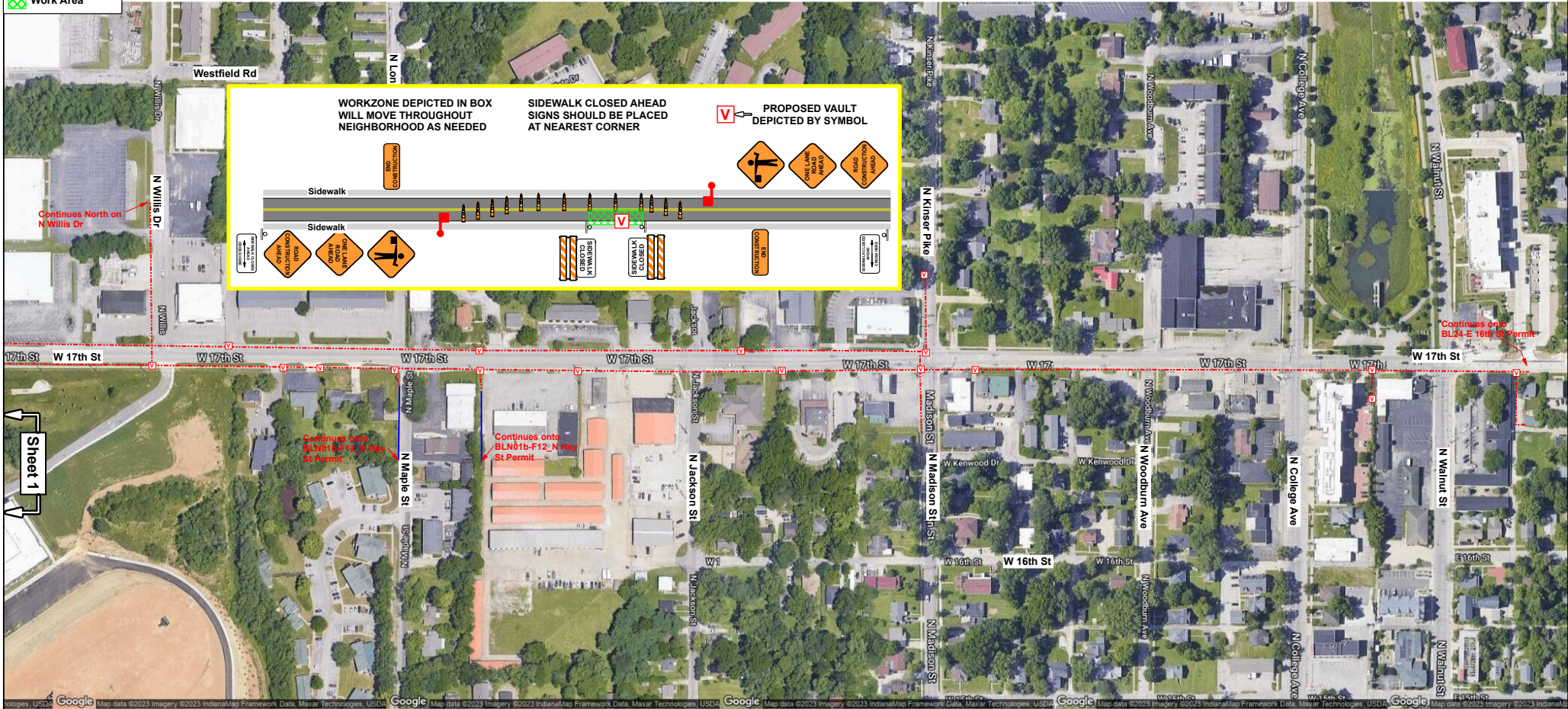
Signature: _____

Company: _____

Date: 3/7/2023 **Project:** BLN01b-F12_W 17th St-TCP :
Traffic Control Suggestion For: AEG :
By: Road Runner Safety Services, Inc. : Nathan

Comments:
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.

- Legend**
- ADA Barricade
 - Channelizer
 - Conduit
 - Flagger (Person)
 - Sign
 - Vault
 - Work Area





Board of Public Works Staff Report

Project/Event: Pavilion Properties Balcony and Stairway Reconstruction
Staff Representative: Kyle Baugh
Petitioner/Representative: Mark Hoffman
Date: April 9, 2024

Report: Pavillion Properties is requesting a road and sidewalk closure adjacent to their property at 401 S Woodlawn. The road closure would be in place from E Atwater Ave to the east/west alley south of Atwater Ave. The sidewalk closure is planned for the east sidewalk with a detour to the west sidewalk from Atwater Ave to E Hunter Ave.

This closure request is to accommodate placement of equipment and materials needed to remove and reconstruct the balcony and stairways on the west side of the building and would be in place starting May 15th, 2024 with a planned completion by June 1st, 2024. Staff has met with the applicant and contractor on site and discussed temporary traffic control requirements. The submitted plan has also been reviewed by the city engineer where it was determined that a full closure would likely be the safest option to complete this work. Adjacent property owners have been notified of the timeline and scope of the work.



Date: March 21, 2024

Via Electronic Delivery

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

Re: S. Woodlawn Avenue Road Closure

Dear Board Members:

Pavilion is planning a deck/staircase replacement project at 401 S. Woodlawn Avenue. In order to facilitate this project, Pavilion is respectfully requesting the temporary closure to traffic and sidewalk use between Atwater Avenue and the alley running east and west located beside 401 S Woodlawn Avenue in accordance with the attached Management of Traffic Plan. Pavilion is requesting these closures from May 15, 2024 through June 1, 2024.

Pavilion will coordinate with the City of Bloomington and has communicated to stakeholders in the area to make them aware of the proposed closure to thru traffic. Pavilion is requesting these dates to minimize disturbance to Indiana University, the City of Bloomington, and the residents in the area.

Thank you for your time and consideration.

Kind Regards,

Alex Legge



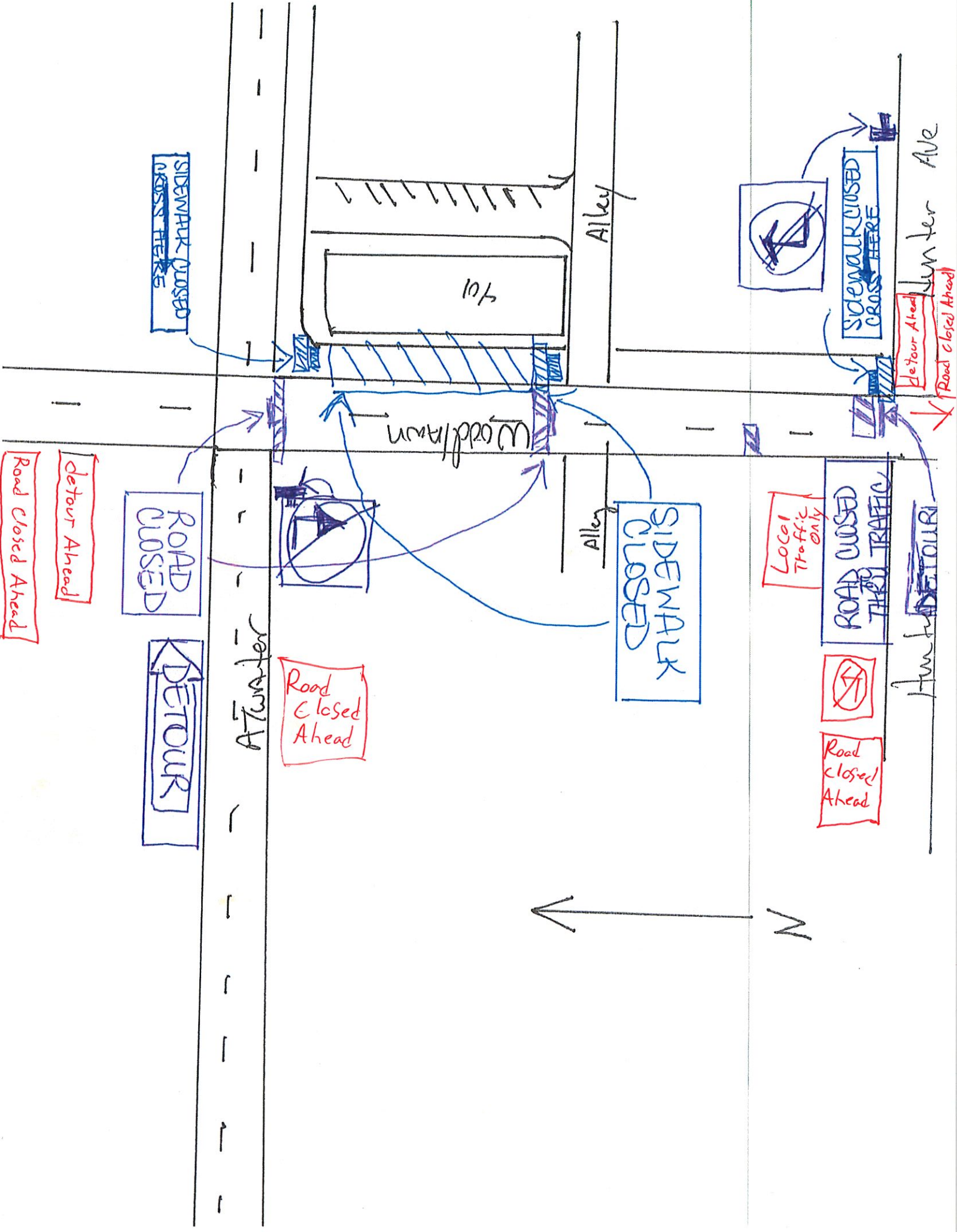
Date: March 21, 2024

Dear Neighbors of 401 S Woodlawn Avenue:

The section of Woodlawn Avenue between Atwater Avenue and the alley running east and west will be closed to traffic beginning May 15, 2024 through June 1, 2024 to allow for the removal and replacement of the deck and stairs at **401 S. Woodlawn Avenue**.

During the closure, traffic will be diverted to Atwater Avenue, Hunter Avenue, S. Park Avenue, and/or S. Ballantine Road.

For any questions please contact Alex at Pavilion at 812.333.2332



Road Closed Ahead
 detour Ahead

ROAD CLOSED

DETOUR

A Twater

Road Closed Ahead

WOOD PAVEMENT

Alley

SIDEWALK CLOSED

Alley

101

SIDEWALK CLOSED CROSS HERE

Road Closed Ahead

ROAD CLOSED
 LOCAL TRAFFIC ONLY

Local Traffic Only

SIDEWALK CLOSED CROSS HERE

DETOUR

Detour Ahead
 Road Closed Ahead

Junter Ave





Board of Public Works Staff Report

Project/Event: Duke Energy Equipment replacement and Placement of Underground Cable

Staff Representative: Kyle Baugh

Petitioner/Representative: Corey Brackney

Date: April 9th, 2024

Report: Duke Energy is requesting a 25 day lane closure on S Woods Edge Bend. This request is to accommodate a project that replaces some of their equipment as well as installing 506' of underground cable. The temporary traffic control would be in place from May 5th, 2024 to May 31st, 2024.



1000 E Main St
Plainfield IN 46160
Phone: 317-753-0081

Corey.Brackney@DukeEnergy.com

June 15, 2023

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

Subject: Duke Energy O#51607121 TDSIC2 _ BLOOMINGTON SMITH RD (685) _ 1233 _
URD MAP# 560-0452-1 _ UG Uplift Cable Replacements

Dear Board Members:

Duke Energy is planning to perform reliability improvement work on the Bloomington Smith Road 69 (685) circuit. This work will include work on 4 different pads on this circuit, as well as boring 509 feet and installing underground cable in which the exact locations can be reviewed on the drawings provided with the permit application. These locations include along Woods Edge Bend and Woods Edge Way, but to name a few with multiple pad locations. The duration of the work at each location will vary between 30 minutes to 3 hours. At these locations it will require temporary road lane restrictions/closures and blocking of sidewalks or walking trails during the duration of the work at that pole, but at no point will there be overnight closures. Duke Energy will utilize traffic control crews and/or local authorities to block off safe working zones while at each pole. The performance period for our crew to visit all locations is currently scheduled between May 6th thru May 31st upon your approval.

Duke Energy and our field crew will coordinate with the City of Bloomington local authorities and residential/commercial customer as required during this work to limit any inconveniences experienced. Duke Energy asks that the Bloomington Board of Public Works approves these temporary restrictions as needed to complete this work.

Sincerely,

Corey Brackney
Engineering Design Associate





CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 3829 S Woods Edge Bend Bloomington, IN 47401

| | |
|--|--|
| A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Corey Brackney</u> E-MAIL: <u>corey.brackney@duke-energy.com</u> COMPANY: <u>Duke Energy</u> ADDRESS: <u>1000 E Main Street</u> CITY, STATE, ZIP: <u>Plainfield, IN 46168</u> 24-HR EMERGENCY CONTACT NAME: <u>Corey Brackney</u> 24-HR CONTACT PHONE #: <u>317-753-0081</u> INSURANCE #*: <u>105534117</u> Travelers Casualty and Surety Company COMPANY: <u>Travelers Casualty and Surety Company</u> BOND #*: <u>105534117</u> Travelers Casualty and Surety Company COMPANY: <u>Travelers Casualty and Surety Company</u> *INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED | D. TRAFFIC CONTROL DEVICES*: <input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER *PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet |
| **SUBCONTRACTOR INFORMATION** (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: | E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436 |
| B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Replacing 4 elbows and installing 509 feet of underground cable.</u> <u>There will be no overnight closures</u> *EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND | F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>Underground System Uplift</u> PROJECT #: <u>51607121</u> PROJECT MGR.: <u>Michael Fry</u> PROJECT MGR. #: *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY |
| C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>S Woods Edge Bend</u> 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: <u>5-6-24</u> END DATE: <u>5-31-24</u> # OF DAYS*: <u>25</u> | G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : _____ *PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ *DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE LINEAL FT OF BORE*: _____ *BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ *CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE #RESIDENTIAL DRIVEWAY INSTALLATION: _____ |
| STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: _____ *SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW |  TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW. |
| STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> REQUESTED CLOSURE HOURS: <u>8:00</u> AM - <u>3:00</u> PM *non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers) | H. INDEMNIFICATION AGREEMENT: The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Corey Brackney</u> SIGNATURE:  DATE: <u>2-27-24</u> |

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____




CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 1173 Benson Ct, Bloomington, IN 47401

| | | | |
|--|--|--|--|
| A. APPLICANT/AGENT INFORMATION: | | D. TRAFFIC CONTROL DEVICES*: | |
| APPLICANT NAME: _____ | | <input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD | |
| E-MAIL: _____ | | <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES | |
| COMPANY: _____ | | <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER | |
| ADDRESS: _____ | | *PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet | |
| CITY, STATE, ZIP: _____ | | | |
| 24-HR EMERGENCY CONTACT NAME: _____ | | E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input type="checkbox"/> N | |
| 24-HR CONTACT PHONE #: _____ | | IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436 | |
| INSURANCE #*: _____ COMPANY: _____ | | F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? | |
| BOND #*: _____ COMPANY: _____ | | PROJECT NAME: <u>UG Uplift Cable Replacements</u> | |
| *INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED | | PROJECT #: <u>51607121</u> | |
| **SUBCONTRACTOR INFORMATION** | | PROJECT MGR.: _____ | |
| (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) | | PROJECT MGR. #: _____ | |
| COMPANY NAME: _____ | | *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY | |
| B. WORK DESCRIPTION: | | G. EXCAVATIONS: | |
| <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): _____ | | SQ FT OF PAVEMENT* EXCAVATIONS : _____ | |
| *EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND | | *PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS | |
| C. RIGHT OF WAY TO BE USED/CLOSED: | | SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ | |
| STREET NAME 1: <u>S Woods Edge Bend</u> | | *DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE | |
| 1ST INTERSECTING STREET NAME: <u>E Woods Edge Way</u> | | LINEAL FT OF BORE*: _____ | |
| 2ND INTERSECTING STREET NAME: _____ | | *BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS | |
| <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> | | # OF POLE INSTALLATIONS/REMOVAL: _____ | |
| <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER | | SQ FT OF SIDEWALK RECONSTRUCTION*: _____ | |
| TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED | | *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED | |
| START DATE: <u>05/06/24</u> END DATE: _____ # OF DAYS*: _____ | | SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ | |
| STREET NAME 2: _____ | | *CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE | |
| 1ST INTERSECTING STREET NAME: _____ | | #RESIDENTIAL DRIVEWAY INSTALLATION: _____ | |
| 2ND INTERSECTING STREET NAME: _____ | |  TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW. | |
| <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> | | | |
| <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER | | H. INDEMNIFICATION AGREEMENT: | |
| TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED | | The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. | |
| START DATE: _____ END DATE: _____ # OF DAYS*: _____ | | I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. | |
| *SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW | | PRINT NAME: _____ | |
| STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM | | SIGNATURE: _____ | |
| STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> | | DATE: _____ | |
| REQUESTED CLOSURE HOURS: _____ AM - _____ PM | | | |
| *non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process | | | |
| BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers) | | | |

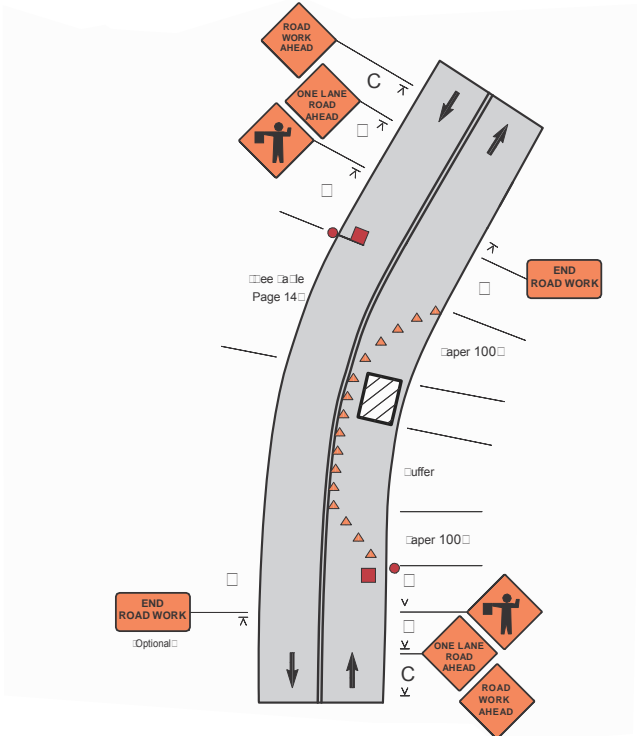
For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

Lane Closure on a Two-Lane Road (Two Flagger Operation)

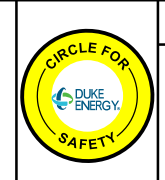
(Short Term Stationary – 1 to 12 hours)



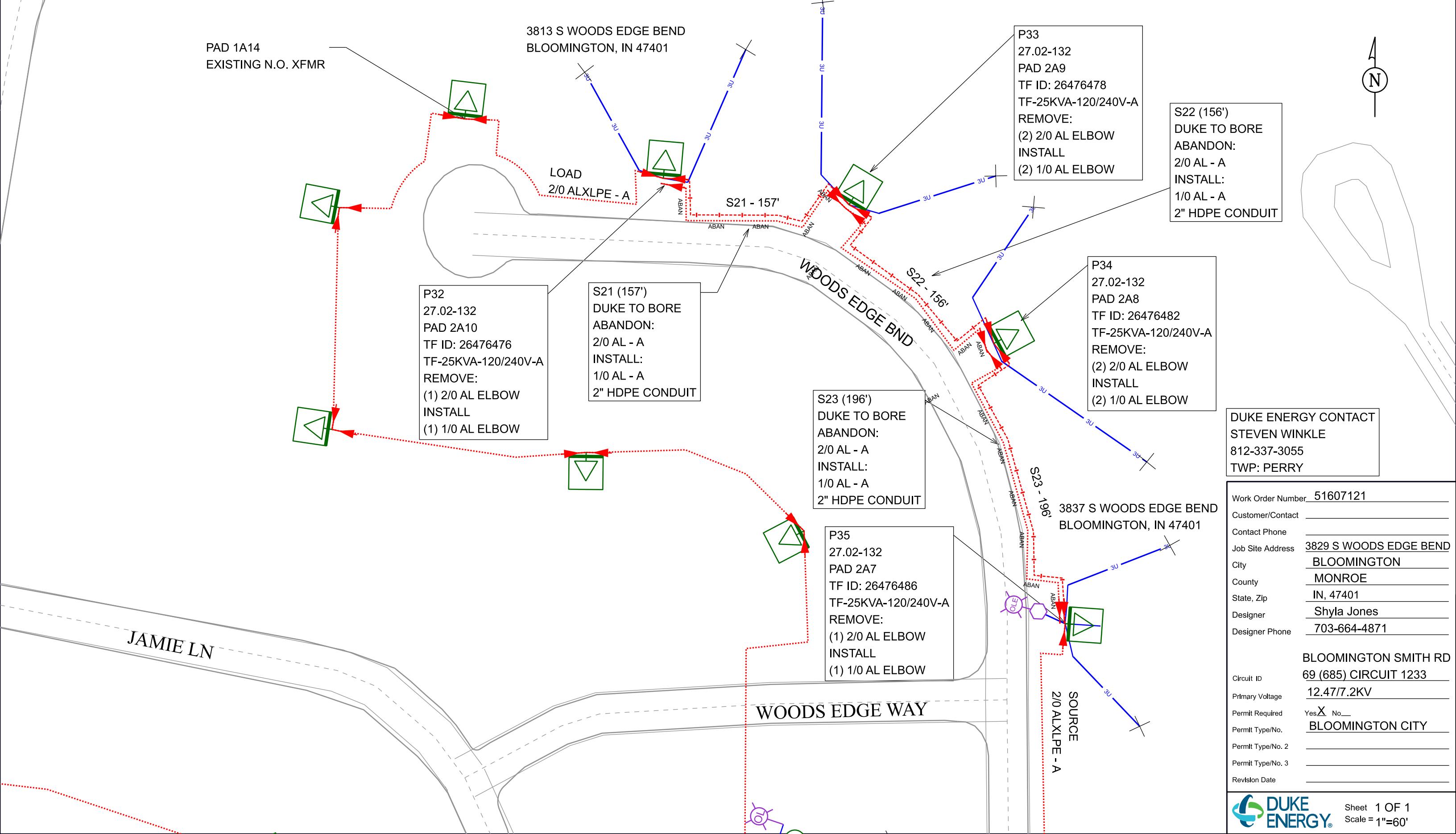
Notes:

1. The flagger or flaggers shall use approved flagging procedures according to the IMUTCD and as shown on page 76.
2. If there is a side road intersection within the work area, additional traffic control, such as flaggers and appropriate signage, may be needed on the side road approaches.

| Speed Limit (mph) | Sign Spacing A (ft) | Sign Spacing B (ft) | Sign Spacing C (ft) | Buffer (ft) |
|-------------------|---------------------|---------------------|---------------------|-------------|
| 25 | 100 | 100 | 100 | 160 |
| 30 | 100 | 100 | 100 | 200 |
| 35 | 350 | 350 | 350 | 280 |
| 40 | 350 | 350 | 350 | 320 |
| 45 | 500 | 500 | 500 | 360 |
| 50 | 500 | 500 | 500 | 440 |
| 55 | 500 | 500 | 500 | 520 |
| 60 | 1000 | 1600 | 2640 | 600 |



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.



PAD 1A14
 EXISTING N.O. XFMR

3813 S WOODS EDGE BEND
 BLOOMINGTON, IN 47401

P33
 27.02-132
 PAD 2A9
 TF ID: 26476478
 TF-25KVA-120/240V-A
 REMOVE:
 (2) 2/0 AL ELBOW
 INSTALL
 (2) 1/0 AL ELBOW

S22 (156')
 DUKE TO BORE
 ABANDON:
 2/0 AL - A
 INSTALL:
 1/0 AL - A
 2" HDPE CONDUIT

P32
 27.02-132
 PAD 2A10
 TF ID: 26476476
 TF-25KVA-120/240V-A
 REMOVE:
 (1) 2/0 AL ELBOW
 INSTALL
 (1) 1/0 AL ELBOW

S21 (157')
 DUKE TO BORE
 ABANDON:
 2/0 AL - A
 INSTALL:
 1/0 AL - A
 2" HDPE CONDUIT

S23 (196')
 DUKE TO BORE
 ABANDON:
 2/0 AL - A
 INSTALL:
 1/0 AL - A
 2" HDPE CONDUIT

P34
 27.02-132
 PAD 2A8
 TF ID: 26476482
 TF-25KVA-120/240V-A
 REMOVE:
 (2) 2/0 AL ELBOW
 INSTALL
 (2) 1/0 AL ELBOW

DUKE ENERGY CONTACT
 STEVEN WINKLE
 812-337-3055
 TWP: PERRY

P35
 27.02-132
 PAD 2A7
 TF ID: 26476486
 TF-25KVA-120/240V-A
 REMOVE:
 (1) 2/0 AL ELBOW
 INSTALL
 (1) 1/0 AL ELBOW

3837 S WOODS EDGE BEND
 BLOOMINGTON, IN 47401

| | |
|-------------------|------------------------|
| Work Order Number | 51607121 |
| Customer/Contact | |
| Contact Phone | |
| Job Site Address | 3829 S WOODS EDGE BEND |
| City | BLOOMINGTON |
| County | MONROE |
| State, Zip | IN, 47401 |
| Designer | Shyla Jones |
| Designer Phone | 703-664-4871 |

| | |
|-------------------|---|
| Circuit ID | BLOOMINGTON SMITH RD 69 (685) CIRCUIT 1233 |
| Primary Voltage | 12.47/7.2KV |
| Permit Required | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Permit Type/No. | BLOOMINGTON CITY |
| Permit Type/No. 2 | |
| Permit Type/No. 3 | |
| Revision Date | |



Board of Public Works Staff Report

Project/Event: 2024 CE Solutions Walnut Street Garage
Professional Engineering Services

Petitioner/Representative: PW Parking Services, Jess Goodman

Staff Representative: Jess Goodman

Date: 3.21.2024

Report:

SCOPE OF BASIC SERVICES

Upon notice to proceed, CE Solutions will provide the following Basic Services:

STRUCTURAL DESIGN AND CONSTRUCTION DOCUMENT PREPARATION PHASE

Design services will result in a set of construction contract documents that will be used to implement the scope of work as described in the above section. CES will provide Construction Documents – drawings and technical specifications. City of Bloomington will provide all Front End and Division 1 Specifications and document printing/distribution.

Submittal sets will include: 95% Progress Documents and Construction (Bid) Documents

- Design progress updates will be provided via email on a bi-weekly basis. Updates will include: Status of work, status of schedule, and action items log
 - o We anticipate one owner review meeting/discussion in Bloomington, Indiana
- Design and prepare detailed drawings for the following scope items:
 - o **Walnut St. Parking Garage Repairs & Waterproofing – 2024**
 - **Walnut St. Parking Garage**
 - Level 6 Structural Repair Plan
 - Level 5 Structural Repair Plan
 - Level 4 Structural Repair Plan
 - Level 3 Structural Repair Plan
 - Level 2 Structural Repair Plan
 - Level 1 Structural Repair Plan
 - North Elevation Exterior Repair Plan
 - East Elevation Exterior Repair Plan

- South Elevation Exterior Repair Plan
- West Elevation Exterior Repair Plan
- Preparation of detailed structural drawings including plans, repair schedules, details and technical notes in AutoCAD or Revit. Electronic drawing files will be provided in .PDF format.
- Edit detailed structural technical specification sections based on MASTER SPEC and CSI's MASTER FORMAT for structural repairs and waterproofing.
- Prepare an opinion of probable construction cost at each design phase.
- Retain Etica Group for architectural services relative to the flashing at the center column line of the garage. Scope of work includes:

o Field Investigation Design Development Services that will result in:

- Design Development review package.
- Measure existing flashing linear footage.
- Develop as-built details of all current flashing conditions.
- Measure and locate any penetrations in flashings.
- Photograph existing conditions.

o Construction Document Design Services that will result in a set of contract documents (drawings and specifications) to be used for bidding and construction services.

- Develop garage floor plans showing new work.
- Take as –built details of existing conditions and develop details for the new work.
- Attend a pre-bid meeting with prospected bidders (if required) and answer questions throughout the bidding process.

o Construction Administration Services that will result in:

- Review all submitted shop drawings and product literature.
- Review all submitted Requests for Information (RFI) pertaining to flashing work.
- Provide 1 field visit during the construction period.
- Conduct a final inspection of work and issue a written punch list of work that needs completed or corrected.
- Review all project close-out documents submitted by Contractor

STRUCTURAL CONSTRUCTION ADMINISTRATION PHASE

- Attend 8 contractor coordination meetings during construction, including a pre-construction meeting and punch list walk-through. Meeting minutes will be prepared and distributed.
- Perform up to 8 construction observations/site visits of the structural work, in conjunction with contractor coordination meetings, to determine general conformance with the structural design concept and the Structural Contract Documents. CE Solutions' responsibility shall not include the inspection or monitoring of the premises, construction equipment, safety measures, means, methods, sequencing, or supervision of the Contractor's work.
- Perform an observation with the City of Bloomington to check conformance of the work with the requirements of the Contract Documents and verify accuracy and completeness of the

punch list submitted by the Contractor of the work to be completed or corrected; this is included as one of the 8 site visits listed above.

- Review of shop drawings and other Contractor submittals, as required by the Structural Contract Documents, for the project elements designed by CE Solutions. Such review will be to

determine general conformance with the project's structural design concept and general compliance with the Structural Contract Documents.

- Provide technical construction assistance in the form of Contractor RFI (Request for Interpretation) response. If significant unforeseen conditions are encountered, their evaluation and resolution are beyond the scope of these CA services.
- Review pay applications submitted by the Contractor.
- Upon request of the City of Bloomington, and prior to the expiration of one year from the date

of Substantial Completion, CES will conduct a meeting with the City of Bloomington to review the operations and performance of the completed work. CES will prepare meeting minutes/report. CES scope is limited to the site meeting, report, and minor follow-up, if required.

SCHEDULE

We propose the following schedule:

03/20/2024 Proposal submitted to City of Bloomington

03/29/2024 Notice to Proceed to CE Solutions from the City of Bloomington

04/19/2024 Submit 95% Construction Documents to City of Bloomington for Review

04/26/2024 Review meeting at City of Bloomington

05/08/2024 Submit Bid Documents to City of Bloomington for coordination with Jess

5/15, 5/22/24 Bid Advertisements by the City of Bloomington

05/29/2024 Pre-Bid Meeting

05/31/2024 Last day for Contractor Questions

06/03/2024 Last day for Addendum

06/11/2024 Bids Due

TBD Bid Award by City of Bloomington

07/01/2024 Construction Starts

09/20/2024 Construction Complete

We recommend using CE Solutions for this project.

Total cost of contract = \$50,500.00

Project Funding Source: 101-26-260000-54510 (CRED Fund)



Recommend Approval Denial by:

Jess Goodman

City of Bloomington Contract and Purchase Justification Form

Vendor: CE Solutions, INC

Contract Amount: \$50,500.00

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

PURCHASE INFORMATION

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

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

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

| | Yes | No | |
|--------------------------------------|-------------------------------------|-------------------------------------|--|
| # of Submittals: 0 | | | Was the lowest cost selected? (If no, please state below why it was not.) |
| Met city requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Met item or need requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | CE Solutions is our current engineering services vendor for garage repair. They were selected in 2017 based upon the lowest bidding for engineering services. As the current vendor, we want to maintain this relationship until all garage repair is completed at Walnut st garage. |
| 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:

CE Solutions is our current engineering services vendor for garage repair and is a sole source provider for garage engineering services. They were selected in 2017 based upon the lowest bidding for engineering services and produced our structural engineering report we have been using to repair our facilities. As the current vendor, we want to maintain this relationship until all garage repair is completed at the Walnut St. Garage.

 Jess Goodman

Print/Type Name

 Garage Manager

Print/Type Title

 Public Works/Parking Services

Department

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 9th day of April, 2024, by and between the City of Bloomington Parking Services Department through the Board of Public Works (hereinafter referred to as "Board"), and CE Solutions, (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to receive Professional Engineering services necessary to meet workload demands; and,

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform structural professional engineering services for the City of Bloomington Walnut St. Parking Garage, customary services typically performed by a structural engineer, such as failure analysis, condition assessments, structural analysis, bid document preparation, and contract administration services, which shall be hereinafter referred to as "Services"; and

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

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

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set for in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

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

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

A. Information/Reports

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

B. Representative

The Board hereby designates Jessica Goodman, Parking Garage Manager, Parking Services Department (“Goodman”), to serve as the Board’s representative for the project. “Goodman” shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid for the project, including fees and expenses, shall not exceed the amount of Fifty Thousand and Five Hundred Dollars (\$50,500). These sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

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

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

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however, any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall

indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board:

Consultant:

City of Bloomington
Parking Services Dept.
Attn: Jessica Goodman
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

CE Solutions, Inc
Attn: Carrie Walden
8770 North Street, Suite 100
Fishers, IN 46038

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

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

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

Article 26. Verification of New Employees' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Board obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or its subconsultants of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant or any of its subconsultants verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or its subconsultant did not knowingly employ an unauthorized alien. If the Consultant or its

subconsultant fails to remedy the violation within the thirty (30) day period, the Board shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Consultant. If the Board terminated the Agreement, the Consultant or its subconsultant is liable to the Board for actual damages.

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

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

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

CE Solutions, INC

By: _____

By: _____

Kyla Cox Deckard, President

Carrie Walden, PE Vice President

By: _____
Elizabeth Karon, Vice President

By: _____
James Roach, Secretary

By: _____
Margie Rice, Corporation Counsel

EXHIBIT A
SCOPE OF CONSULTING SERVICES
EXHIBIT B
COMPENSATION

CE Solutions, including the Etica Group as a sub-consultant, intends to provide the above professional services on a firm fixed fee basis for \$50,500.

Assessment \$15,300
Design & Construction Documents \$13,900
Bidding \$ 2,000
Construction Administration \$19,300
Total \$50,500

2024 FEE SCHEDULE

PROFESSIONAL HOURLY RATES are based on the following classifications:

Senior Project Manager / Principal II \$340 / hour¹
Senior Project Manager / Principal I \$310 / hour¹
Senior Project Manager / Principal \$265
Senior Project Manager I \$210
Senior Project Manager \$170
Project Manager \$146
Senior Project Engineer \$264
Project Engineer \$133
Staff Engineer \$127
CAD / BIM Specialist / Designer \$143
CAD / BIM Technician / Drafter \$127
CAD / Technical Project Assistant \$79
Construction Administrative Technician \$127
Senior Administrative / Project Assistant \$173
Administrative / Project Assistant \$121
Clerical \$102

Above rates include in-town travel, parking, and in-house reproduction expenses, overhead and profit. CE Solutions standard CAD drawing plot is black & white on translucent bond.

Reimbursable expenses for special CAD drawing requests are noted below.

¹ Depositions, court testimony, arbitration or mediation hearings, meetings with legal counsel, and

associated preparation: \$415/hour.

REIMBURSABLE EXPENSES:

Out-of-town transportation and subsistence @ cost + 10%
Out-of-house reproduction, special CAD drawing requests @ cost + 10%
Photograph processing and printing @ cost + 10%
Shipping/courier @ cost + 10%
Equipment and instrument rental @ cost + 10%

Filing fees for permits, variances, plan reviews, etc. @ cost + 10%
Sub-consultant services @ cost + 10%

EXHIBIT C
PROJECT SCHEDULE

After the Consultant is issued a Notice to Proceed for this Agreement, assignments shall be made by the Parking Services Department officials designated by the Board as project coordinators for the Walnut St Garage Structural Repairs. Deliverables and schedule for individual assignment shall be agreed upon by the Parking Services Department officials and the Consultant.

SCHEDULE

We propose the following schedule:

03/20/2024 Proposal submitted to City of Bloomington
03/29/2024 Notice to Proceed to CE Solutions from the City of Bloomington
04/19/2024 Submit 95% Construction Documents to City of Bloomington for Review
04/26/2024 Review meeting at City of Bloomington
05/08/2024 Submit Bid Documents to City of Bloomington for coordination with Jess
5/15, 5/22/24 Bid Advertisements by the City of Bloomington
05/29/2024 Pre-Bid Meeting
05/31/2024 Last day for Contractor Questions
06/03/2024 Last day for Addendum
06/11/2024 Bids Due
TBD Bid Award by City of Bloomington
07/01/2024 Construction Starts
09/20/2024 Construction Complete

The Contract shall be effective upon approval of the Board and shall remain in effect through 12/31/2024, unless either party terminates this Agreement in accordance with Article 7 of this Agreement.

**EXHIBIT D
KEY PERSONNEL**

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

Position / Responsibility

Name

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

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

Name
Title

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

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

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

CE Solutions

By: _____
Name
Title

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

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

March 20, 2024

Jessica Goodman
Parking Garage Manager
City of Bloomington
206 S. Walnut Street
Bloomington, Indiana 47404

Re: Professional Services and Fee Proposal
Structural Engineering Services
Walnut St. Parking Garage Repairs & Waterproofing – 2024
Bloomington, Indiana

CE Solutions Pre-Contract No: 00524.COBL

Dear Jessica:

CE Solutions, Inc. (CES) respectfully submits the following Professional Services and Fee Proposal for structural engineering services on the captioned project.

Our proposal is based on the following information:

- Teams meeting 3/19/24 with Jess (COB), Carrie (CES) and Mike (CES) determining scope of project to be as follows:
 - Walnut St PG only; work in Morton PG will be done separately or at a future date
 - Work at Walnut St PG to include:
 - Exterior repairs
 - Traffic coating replacement
 - Flashing repairs at interior column line above occupied areas
 - Localized high priority interior repairs
- Email correspondence in January/February 2024 regarding the upcoming repair project for the Walnut Street and Morton Street parking garages.
- Walnut Street and Morton Street Parking Garages – Structural Condition Assessment Report dated 5/9/2023 (CES Project No. 23-100).
- Walnut Street Parking Garage – Structural Condition Assessment Report dated 9/4/2018 (CES Project No. 17-165).
- The City of Bloomington intends to perform repairs in the Walnut St. Parking Garage
 - Construction will take place in the summer/fall of 2024.
 - Project scope will include items from two previous assessments:
 - **Walnut St. Parking Garage Repairs & Waterproofing** (CES Proj. No. 23-100)
 - Repair of localized column, beam, and deck cracks
 - Repair of concrete spalling in structural and non-structural elements
 - Replacement of traffic coating on the 2nd level
 - Repair of flashing damage

- ~~Repair and coating of corroded steel stairs~~
 - Work to be performed as a separate project
- ~~Replacement of electrical boxes~~
 - Work to be performed with electrical project following full electrical assessment by others.
- **Walnut St. Parking Garage Repairs & Waterproofing** (CES Proj. No. 17-165)
 - Repair of garage exterior
 - Sealing of precast panels
 - Joint replacement
 - Coating PT end caps
 - Localized patching
 - Localized crack repair
 - Localized cleaning and coating of exposed reinforcement
- The City of Bloomington budget for construction is approximately \$250,000 (exclusive of soft costs: design fees, construction contingency, etc.).
 - CE Solutions’ opinion of probable construction cost for repairs and waterproofing is approximately \$340,000. We would recommend implementing Alternates into the project to ensure an awardable project at time of bidding.
- Design documents will allow for parking garages to remain partially open during construction.

SCOPE OF BASIC SERVICES

Upon notice to proceed, CE Solutions will provide the following Basic Services:

STRUCTURAL DESIGN AND CONSTRUCTION DOCUMENT PREPARATION PHASE

Design services will result in a set of construction contract documents that will be used to implement the scope of work as described in the above section. CES will provide Construction Documents – drawings and technical specifications. City of Bloomington will provide all Front End and Division 1 Specifications and document printing/distribution.

Submittal sets will include: 95% Progress Documents and Construction (Bid) Documents

- Design progress updates will be provided via email on a bi-weekly basis. Updates will include: Status of work, status of schedule, and action items log
 - We anticipate one owner review meeting/discussion in Bloomington, Indiana
- Design and prepare detailed drawings for the following scope items:
 - **Walnut St. Parking Garage Repairs & Waterproofing – 2024**
 - **Walnut St. Parking Garage**
 - Level 6 Structural Repair Plan
 - Level 5 Structural Repair Plan
 - Level 4 Structural Repair Plan
 - Level 3 Structural Repair Plan
 - Level 2 Structural Repair Plan
 - Level 1 Structural Repair Plan
 - North Elevation Exterior Repair Plan

- East Elevation Exterior Repair Plan
- South Elevation Exterior Repair Plan
- West Elevation Exterior Repair Plan

- Preparation of detailed structural drawings including plans, repair schedules, details and technical notes in AutoCAD or Revit. Electronic drawing files will be provided in .PDF format.

- Edit detailed structural technical specification sections based on MASTER SPEC and CSI's MASTER FORMAT for structural repairs and waterproofing.

- Prepare an opinion of probable construction cost at each design phase.

- Retain Etica Group for architectural services relative to the flashing at the center column line of the garage. Scope of work includes:
 - Field Investigation Design Development Services that will result in:
 - Design Development review package.
 - Measure existing flashing linear footage.
 - Develop as-built details of all current flashing conditions.
 - Measure and locate any penetrations in flashings.
 - Photograph existing conditions.
 - Construction Document Design Services that will result in a set of contract documents (drawings and specifications) to be used for bidding and construction services.
 - Develop garage floor plans showing new work.
 - Take as –built details of existing conditions and develop details for the new work.
 - Attend a pre-bid meeting with prospected bidders (if required) and answer questions throughout the bidding process.
 - Construction Administration Services that will result in:
 - Review all submitted shop drawings and product literature.
 - Review all submitted Requests for Information (RFI) pertaining to flashing work.
 - Provide 1 field visit during the construction period.
 - Conduct a final inspection of work and issue a written punch list of work that needs completed or corrected.
 - Review all project close-out documents submitted by Contractor.

BIDDING PHASE

City of Bloomington will provide all bidding phase services including bid evaluation, except as noted.

- CES will attend a pre-bid meeting.

- Prepare addenda, as needed, for design intent clarification.

STRUCTURAL CONSTRUCTION ADMINISTRATION PHASE

- Attend 8 contractor coordination meetings during construction, including a pre-construction meeting and punch list walk-through. Meeting minutes will be prepared and distributed.

- Perform up to 8 construction observations/site visits of the structural work, in conjunction with contractor coordination meetings, to determine general conformance with the structural design concept and the Structural Contract Documents. CE Solutions' responsibility shall not include the inspection or monitoring of the premises, construction equipment, safety measures, means, methods, sequencing, or supervision of the Contractor's work.
- Perform an observation with the City of Bloomington to check conformance of the work with the requirements of the Contract Documents and verify accuracy and completeness of the punch list submitted by the Contractor of the work to be completed or corrected; this is included as one of the 8 site visits listed above.
- Review of shop drawings and other Contractor submittals, as required by the Structural Contract Documents, for the project elements designed by CE Solutions. Such review will be to determine general conformance with the project's structural design concept and general compliance with the Structural Contract Documents.
- Provide technical construction assistance in the form of Contractor RFI (Request for Interpretation) response. If significant unforeseen conditions are encountered, their evaluation and resolution are beyond the scope of these CA services.
- Review pay applications submitted by the Contractor.
- Upon request of the City of Bloomington, and prior to the expiration of one year from the date of Substantial Completion, CES will conduct a meeting with the City of Bloomington to review the operations and performance of the completed work. CES will prepare meeting minutes/report. CES scope is limited to the site meeting, report, and minor follow-up, if required.

SCHEDULE

We propose the following schedule:

| | |
|---------------|--|
| 03/20/2024 | Proposal submitted to City of Bloomington |
| 03/29/2024 | Notice to Proceed to CE Solutions from the City of Bloomington |
| 04/19/2024 | Submit 95% Construction Documents to City of Bloomington for Review |
| 04/26/2024 | Review meeting at City of Bloomington |
| 05/08/2024 | Submit Bid Documents to City of Bloomington for coordination with Jess |
| 5/15, 5/22/24 | Bid Advertisements by the City of Bloomington |
| 05/29/2024 | Pre-Bid Meeting |
| 05/31/2024 | Last day for Contractor Questions |
| 06/03/2024 | Last day for Addendum |
| 06/11/2024 | Bids Due |
| TBD | Bid Award by City of Bloomington |
| 07/01/2024 | Construction Starts |
| 09/20/2024 | Construction Complete |

FEE

CE Solutions, including the Etica Group as a sub-consultant, intends to provide the above professional services on a firm fixed fee basis for \$50,500.

| | |
|------------------------------------|-----------------|
| Assessment | \$15,300 |
| Design & Construction Documents | \$13,900 |
| Bidding | \$ 2,000 |
| <u>Construction Administration</u> | <u>\$19,300</u> |
| Total | \$50,500 |

Reimbursable expenses are identified on the attached CE Solutions Fee Schedule and are included in the above fee.

The above fees are based upon the aforementioned construction schedule. Should the project be delayed, our fees are subject to modification based upon actual market fluctuations.

ADDITIONAL SERVICES

The following additional services are not included in our fee, but will be provided upon request in accordance with the attached CE Solutions fee schedule and an agreed upon fee:

- Special project insurance requirements (and associated premiums) in excess of that currently maintained by CE Solutions.
- Preparation of Divisions 0 & 1 (Front End) of the Project Manual (Specifications).
- Attendance at and/or conducting public meetings and/or hearings.
- Engineering services related to significant changes from the *Walnut Street and Morton Street Parking Garages – Structural Condition Assessment Report, dated 5/9/2023 (CES Project No. 23-100)* and *Walnut Street Parking Garage – Structural Condition Assessment Report, dated 9/4/2018 (CES Project No. 17-165)*
- Destructive investigation (excavation), instrumentation, monitoring or testing of the existing structure(s) to uncover suspected hidden structural deficiencies.
- Structural analysis of the existing structure(s) or the evaluation of its original structural design.
- Special seismic upgrades and/or detailing.
- Structural Design and Construction Document preparation for recommended repairs, augmentation or strengthening of any structural deficiencies discovered in the existing structure(s) beyond those described herein.
- Structural design and detailing of stair repairs and/or replacement, handrails, and their connections to the structure.
- Architecturally related site details (e.g. parking stops, bollards, signage, sidewalks, decorative/ornamental exterior walls, etc.).

- State Application for Construction Design Release filing fee and submission of necessary documents to the local and State building authorities.
- Parking garage functional design. Functional design considerations include: pedestrian / vehicular traffic integration and circulation, entry / exit coordination, pedestrian / vehicular way-finding signage / pavement markings, parking space layout and striping, parking bumpers / guard rails / barrier cable, pedestrian hand railing, etc.
- Project released in multiple packages or document issues for construction.
- Printing and distribution of Construction Documents (plans and specifications) for bidding purposes.
- Bidding Phase services beyond those described in the basic scope of services.
- Preparation of a Bid Tabulation and Bid Report (Bid Report shall consist of an evaluation of the bids and a recommendation of the apparent lowest responsive and responsible bidder for contract award).
- Engineering services related to the construction cost of the entire project, or that portion designed by CE Solutions, when the lowest bona fide bid or negotiated proposal exceeds the established budget for the project and when such overrun is beyond the control of CE Solutions (e.g. excessive program, unfavorable bidding climate, etc.).
- Structural services and consultation during the Construction Phase of the project beyond that described in the Scope of Basic Services and beyond clarification of the structural design concept for project elements designed by CES.
- Additional site observations during construction beyond that described in the Scope of Basic Services.
- Construction change orders necessitated by revisions in the Structural Contract Documents beyond CES control, or by redesign efforts made necessary because of unforeseen existing conditions.
- Preparation of Record (As-Built) drawings showing significant changes in the structural work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor.

EXCLUSIONS

The following services are not currently offered by CE Solutions and are excluded from the Scope of Basic and Additional Services:

- Engineering services related to construction means and methods (erection sequencing, temporary bracing, job site safety, etc.).
- Determination of the fire rating required for the structural systems and components.

- Structural instrumentation or monitoring.
- Design and detailing of drainage systems.
- Traffic impact studies.
- ADA compliance services.
- Construction cost arbitration or mediation.

As a results-oriented professional organization, CE Solutions places a strong emphasis on excellence, quality, and attention to detail. Thank you for choosing CE Solutions for your structural engineering needs. We look forward to working with you on this exciting and important project. Should you have any questions concerning our proposal, please do not hesitate to contact the undersigned.

Very truly yours,



Mike Kelly, EI
Project Manager



Carrie L. Walden, PE
Vice President

Attachments

PROPOSAL ACCEPTANCE

Description of Professional Services:

Services as outlined in the foregoing Professional Services and Fee Proposal.

Project Name:

Walnut St. Parking Garage Repairs & Waterproofing – 2024
Bloomington, Indiana

CE Solutions Project Pre-contract No: 00524.COB

The following signatures indicate acceptance of the foregoing Professional Services and Fee Proposal. Please execute two copies and return one (1) original fully executed copy to our office. Retain the other copy for your records.

Thank you.

CE SOLUTIONS, INC. ("Consultant")



DATE: March 20, 2024

Carrie L. Walden, PE
Vice President | Principal

CITY OF BLOOMINGTON ("Client")

BY: _____

ATTEST: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

DATE: _____

STANDARD PROVISIONS OF AGREEMENT

The Client and Consultant agree that the following provisions shall be a part of their Agreement:

1. The Client binds himself, his partners, successors, executors, administrators, and assigns to the Consultant to this Agreement in respect to all of the terms and conditions of this Agreement.
2. Neither the Client nor Consultant shall assign his interest in this Agreement without the written consent of the other.
3. No conditions or representations, altering, detracting from, nor adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this Agreement and accepted in writing by the other.
4. One or more waivers of any term, condition or covenant by the Consultant shall not be construed by the Client as a waiver of a subsequent breach of the same or any other term, condition or covenant.
5. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on the parties hereto.
6. Nothing contained in this Agreement shall require the Engineer to exercise professional skill and judgment greater than that set forth in industry recognized "Standard of Care".
7. Engineer makes no warranties, express or implied regarding the adequacy of the Instruments of Service or the outcome of the Project. This limitation shall not be modified by any certification or representation made by Engineer as an accommodation upon request of Owner.
8. Engineer shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted as of the time during which Engineer is performing his services under this Agreement.
9. The parties acknowledge that no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care.
10. All costs of Engineer's errors, omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not the Engineer, (to the extent of the betterment or value added) and shall not be the basis of a claim.
11. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from errors and omissions, and the Engineer shall not be liable therefor unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the Standard of Care.
12. The Owner acknowledges that accelerated, phased or fast-track scheduled provides a benefit to the Owner, but also carries with it associated risks. Such risks to the Owner include the Owner incurring costs for the Architect or Engineer to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget and schedule for the Project sufficient contingencies to cover such unanticipated costs and time increases.
13. The Consultant is not responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God; or the failure of Client to furnish timely information or to approve or disapprove Consultant's work promptly; or delay or faulty performance by Client, other Contractors, or governmental agencies; or any other delays beyond Consultant's reasonable control.
14. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits; and Consultant shall only act as an adviser in all governmental relations.

15. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be first submitted to nonbinding mediation.
16. In the event of litigation on this Agreement, the interpretation thereof, and all disputes or controversies arising hereunder shall be governed by the laws of the State of Indiana.
17. In the event that Client institutes a suit against Consultant because of any failure or alleged failure to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict is rendered for Consultant, Client agrees to pay Consultant any and all costs of defense, including attorney's fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon judgment being rendered on behalf of Consultant.
18. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party. "Prevailing Party" is the party who recovers at least 67% of its total claims in action or who is required to pay no more than 32% of the other party's total claims in action when considered in the totality of claims and counterclaims, if any. In claims for monetary damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.
19. There are not understandings or Agreements except as herein expressly stated.
20. All original papers and documents, and copies thereof, produced as a result of this Contract, except documents which are required to be filed with public agencies, shall remain the property of the Consultant and may be used by Consultant without the consent of the Client.
21. Services provided within this Agreement are for the exclusive use of the Client for the Project only.
22. Client and Consultant agree to cooperate with each other in any and every way or manner on the Project.
23. It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Indiana corporation, and not against any of the Consultant's individual employees, officers or directors.
24. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this Agreement.
25. The terms and provisions of this Agreement shall not be construed to alter, waive or affect any lien or stop notice rights, which the Consultant may have for the performance of services under this Agreement.
26. The Consultant makes no representation concerning the estimated quantities and cost figures made in connection with reports, specifications, or drawings other than that all such figures are opinions only and the Consultant shall not be responsible for fluctuations in cost factors.
27. Consultant does not guarantee the completion or quality of performance of this Contract or the completion or quality of performance of Contracts by the construction Contractor or Contractors, or other third parties, nor is he responsible for their acts or omissions.
28. Consultant makes no warranty, either express or implied, as to his findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
29. Consultant makes not representations concerning soil conditions unless specifically included in writing in this Agreement, and is not responsible for any liability that may arise out of the making or failure to make soil surveys or sub-surface soil test or general soil testing.

30. Estimate of areas provided under this Agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.
31. In the event that any changes are made in the plans and specifications by the Client or persons other than the Consultant, which affects the Consultant's work, any and all liability arising out of such changes is waived against the Consultant and the Client assumes full responsibility for such changes.
32. The Consultant is not responsible, and liability is waived by the Client as against the Consultant, for use by the Client or any other person of any plans or drawings not signed and sealed by the Consultant.
33. Consultant has a right to complete all services agreed to be rendered pursuant to this Contract. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for work performed.
34. Client agrees that Consultant will perform on-site construction review for areas designed by the Consultant and that such services will not be performed by others.
35. The Client agrees that in accordance with generally accepted construction practices, the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, means and methods, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the Client further agrees to defend, indemnify and hold the Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this Project, excepting liability arising from the sole negligence of the Consultant.
36. The Client agrees to limit the Consultant's liability to the Client and to all Contractors and subcontractors on the Project, due to professional negligent acts, errors or omissions of the Consultant to the sum of \$50,000 or the Consultant's fee, whichever is greater.
37. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified on the invoice.
38. Client hereby agrees that the balance as stated on the billing from the Consultant to Client is correct, conclusive and binding on the Client unless Client within ten (10) days from the date of the making of the billing notifies Consultant in writing of the particular item that is alleged to be incorrect.
39. A late payment FINANCE CHARGE will be computed at the periodic rate of 2% per month, which is an ANNUAL PERCENTAGE RATE OF 24% and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
40. In the event that the plans, specifications, and/or field work covered by this Agreement are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this Agreement, additional office or field work is required, the said additional work or services shall be paid for by Client at extra work.
41. The Client shall pay the cost of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
42. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all fees, charges and services provided for the Project, not to exceed any Contract limit specified herein.
43. In the event of litigation, Client agrees to pay to Consultant interest on all past due balances at the rate of 24% per annum.
44. In the event Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees that Consultant shall have the right to consider said default a total breach of this Agreement and, upon written notice, the duties, obligations and responsibilities of the Consultant under this Agreement are terminated. In such event, Client shall then promptly pay the Consultant for all of the fees, charges, and services provided by Consultant.

2024 FEE SCHEDULE

PROFESSIONAL HOURLY RATES are based on the following classifications:

| | |
|---|---------------------------|
| Senior Project Manager / Principal II | \$340 / hour ¹ |
| Senior Project Manager / Principal I | \$310 / hour ¹ |
| Senior Project Manager / Principal | \$265 |
| Senior Project Manager I | \$210 |
| Senior Project Manager | \$170 |
| Project Manager | \$146 |
| Senior Project Engineer | \$264 |
| Project Engineer | \$133 |
| Staff Engineer | \$127 |
| CAD / BIM Specialist / Designer | \$143 |
| CAD / BIM Technician / Drafter | \$127 |
| CAD / Technical Project Assistant | \$79 |
| Construction Administrative Technician | \$127 |
| Senior Administrative / Project Assistant | \$173 |
| Administrative / Project Assistant | \$121 |
| Clerical | \$102 |

Above rates include in-town travel, parking, and in-house reproduction expenses, overhead and profit. CE Solutions standard CAD drawing plot is black & white on translucent bond. Reimbursable expenses for special CAD drawing requests are noted below.

¹ Depositions, court testimony, arbitration or mediation hearings, meetings with legal counsel, and associated preparation: \$415/hour.

REIMBURSABLE EXPENSES:

| | |
|---|--------------|
| Out-of-town transportation and subsistence | @ cost + 10% |
| Out-of-house reproduction, special CAD drawing requests | @ cost + 10% |
| Photograph processing and printing | @ cost + 10% |
| Shipping/courier | @ cost + 10% |
| Equipment and instrument rental | @ cost + 10% |
| Filing fees for permits, variances, plan reviews, etc. | @ cost + 10% |
| Sub-consultant services | @ cost + 10% |

Effective 1/1/2024



Board of Public Works Claim Register

Invoice Date Range 03/29/24 - 04/12/24

| Vendor | Invoice Description | Contract # | Payment Date | Invoice Amount |
|---|--|------------|-------------------------|-------------------|
| Fund 101 - General Fund (S0101) | | | | |
| Department 01 - Animal Shelter | | | | |
| Program 010000 - Main | | | | |
| Account 43442 - Equipment Deposits | | | | |
| Benjamin DiBuduo | 01-refund animal trap deposit-3/23/24 | | 04/12/2024 | 40.00 |
| | Account 43442 - Equipment Deposits Totals | | Invoice 1 Transactions | <u>\$40.00</u> |
| Account 52110 - Office Supplies | | | | |
| 6530 - Office Depot, INC | 01-Laminating Pouch | | 04/12/2024 | 27.39 |
| 6530 - Office Depot, INC | 01-Colored copy paper, laminating pouch | | 04/12/2024 | 37.62 |
| 6530 - Office Depot, INC | 01-Document holder | | 04/12/2024 | 13.99 |
| | Account 52110 - Office Supplies Totals | | Invoice 3 Transactions | <u>\$79.00</u> |
| Account 52210 - Institutional Supplies | | | | |
| 4045 - Datamars, INC | 01-Microchips (600) | | 04/12/2024 | 3,032.71 |
| 3560 - First Financial Bank / Credit Cards | 01-Pet Smart-Lizard Food | | 04/12/2024 | 13.49 |
| 3560 - First Financial Bank / Credit Cards | 01-Petco-Lizard Food | | 04/12/2024 | 9.99 |
| 4586 - Hill's Pet Nutrition Sales, INC | 01-Prescription veterinary foods | | 04/12/2024 | 360.29 |
| 4586 - Hill's Pet Nutrition Sales, INC | 01-Dog, puppy, kitten & cat food | | 04/12/2024 | 340.95 |
| 4574 - John Deere Financial f.s.b. (Rural King) | 01-litter-50 40lb bags pellet bedding | | 04/12/2024 | 249.50 |
| 4633 - Midwest Veterinary Supply, INC | 01-Antihistimine, gloves, anti-fungals, trazodone | | 04/12/2024 | 281.90 |
| 4633 - Midwest Veterinary Supply, INC | 01-vinyl exam gloves (XL) | | 04/12/2024 | 27.35 |
| 4633 - Midwest Veterinary Supply, INC | 01-Gloves, needles, antibiotics, pain managmentment | | 04/12/2024 | 718.59 |
| 4633 - Midwest Veterinary Supply, INC | 01-Pooper scooper | | 04/12/2024 | 20.10 |
| 4633 - Midwest Veterinary Supply, INC | 01-Bottles, needles, sharp containers | | 04/12/2024 | 164.59 |
| | Account 52210 - Institutional Supplies Totals | | Invoice 11 Transactions | <u>\$5,219.46</u> |



Board of Public Works Claim Register

Invoice Date Range 03/29/24 - 04/12/24

Account 52340 - Other Repairs and Maintenance

313 - Fastenal Company

| | | |
|---|------------|--------------|
| 01-Bath tissue and towels | 04/12/2024 | 100.29 |
| Account 52340 - Other Repairs and Maintenance Totals | | Invoice 1 |
| | | \$100.29 |
| | | Transactions |

Account 52430 - Uniforms and Tools

4447 - Municipal Emergency Services, INC

| | | |
|--|------------|--------------|
| 01 - Shelter Staff Scrub Tops | 04/12/2024 | 294.21 |
| Account 52430 - Uniforms and Tools Totals | | Invoice 1 |
| | | \$294.21 |
| | | Transactions |

Account 53130 - Medical

3560 - First Financial Bank / Credit Cards

| | | |
|--|------------|--------|
| 01-Exam for animal control potential neglect case (Reptiles) | 04/12/2024 | 180.00 |
|--|------------|--------|

5107 - NVA College Mall Veterinary Management INC

| | | |
|---------------------------------------|------------|--------------|
| 01 - Emergency Vet Visit-3/18/24 | 04/12/2024 | 18.47 |
| Account 53130 - Medical Totals | | Invoice 2 |
| | | \$198.47 |
| | | Transactions |

Account 53220 - Postage

3560 - First Financial Bank / Credit Cards

| | | |
|------------------------------------|------------|-------|
| 01-UPS Store-BOH Shipping 03/12/24 | 04/12/2024 | 13.46 |
|------------------------------------|------------|-------|

3560 - First Financial Bank / Credit Cards

| | | |
|--|------------|------|
| 01-USPS-Certified Mail-Animal Control Commission-3/28/24 | 04/12/2024 | 8.73 |
|--|------------|------|

3560 - First Financial Bank / Credit Cards

| | | |
|---------------------------------------|------------|--------------|
| 01-UPS Store-BOH Shipping 03/14/24 | 04/12/2024 | 27.18 |
| Account 53220 - Postage Totals | | Invoice 3 |
| | | \$49.37 |
| | | Transactions |

Account 53310 - Printing

3892 - Midwest Color Printing, INC

| | | |
|---|------------|--------------|
| 01 - 250 Business Card Printing -Dunham | 04/12/2024 | 65.83 |
| Account 53310 - Printing Totals | | Invoice 1 |
| | | \$65.83 |
| | | Transactions |

Account 53610 - Building Repairs

392 - Koorsen Fire & Security, INC

| | | | |
|---|-------------|------------|--------------|
| 01- SA Annual Inspection, Exchange Extinguisher | BC 2023-089 | 04/12/2024 | 194.80 |
| Account 53610 - Building Repairs Totals | | Invoice 1 | |
| | | | \$194.80 |
| | | | Transactions |

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards

| | | |
|--|------------|--------------|
| 01-ACO Membership-Ntnl Animal Control Organization (3) | 04/12/2024 | 75.00 |
| Account 53910 - Dues and Subscriptions Totals | | Invoice 1 |
| | | \$75.00 |
| | | Transactions |

Account 53990 - Other Services and Charges



Board of Public Works Claim Register

Invoice Date Range 03/29/24 - 04/12/24

60 - Monroe County Solid Waste Management District

01 - Sharps Disposal-3/8/24

04/12/2024 67.20

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

Invoice 1 \$67.20

Program **010000 - Main** Totals

Transactions Invoice 26 \$6,383.63

Transactions

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

Account **52210 - Institutional Supplies**

4137 - Patterson Veterinary Supply, INC

01 - Gabapentin and Cerenia

04/12/2024 292.79

Account **52210 - Institutional Supplies** Totals

Invoice 1 \$292.79

Transactions

Account **53130 - Medical**

6529 - BloomingPaws, LLC

01-ACTH Diagnostic test-Mochi

04/12/2024 100.22

6529 - BloomingPaws, LLC

01-Exam & ACTH test prep-Mochi

04/12/2024 153.56

Account **53130 - Medical** Totals

Invoice 2 \$253.78

Transactions

Account **53990 - Other Services and Charges**

54915 - VanHorn Tint & Accessories, INC

01-Adopt Today ACO Van Wrap

04/12/2024 2,000.00

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

Invoice 1 \$2,000.00

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

Transactions Invoice 4 \$2,546.57

Department **01 - Animal Shelter** Totals

Transactions Invoice 30 \$8,930.20

Transactions

Department **02 - Public Works**

Program **020000 - Main**

Account **52110 - Office Supplies**

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

02-Document Display Holders for Conference Rooms

04/12/2024 47.68

Account **52110 - Office Supplies** Totals

Invoice 1 \$47.68

Program **020000 - Main** Totals

Transactions Invoice 1 \$47.68

Department **02 - Public Works** Totals

Transactions Invoice 1 \$47.68

Transactions

Department **03 - City Clerk**

Program **030000 - Main**



Board of Public Works Claim Register

Invoice Date Range 03/29/24 - 04/12/24

Account 52110 - Office Supplies

| | | | |
|---|-----------------------|------------|-----------------------------------|
| 6530 - Office Depot, INC | 03-staples | 04/12/2024 | 2.17 |
| 6530 - Office Depot, INC | 03-tissues for office | 04/12/2024 | 15.38 |
| Account 52110 - Office Supplies Totals | | | Invoice 2 Transactions \$17.55 |

Account 52420 - Other Supplies

| | | | |
|--|---------------------------------|------------|-----------------------------------|
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC) | 03-laptop accessories-organizer | 04/12/2024 | 29.74 |
| Account 52420 - Other Supplies Totals | | | Invoice 1 Transactions \$29.74 |

Account 53230 - Travel

| | | | |
|--|--|------------|------------------------------------|
| 8674 - Jennifer Rose Crossley | 03-travel exp ILMCT conference-Indy-3/18-3/21/24 | 04/12/2024 | 188.96 |
| 8662 - Sofia McDowell | 03-travel exp ILMCT conference-Indy-3/18-3/21/24 | 04/12/2024 | 236.76 |
| Account 53230 - Travel Totals | | | Invoice 2 Transactions \$425.72 |
| Program 030000 - Main Totals | | | Invoice 5 Transactions \$473.01 |
| Department 03 - City Clerk Totals | | | Invoice 5 Transactions \$473.01 |

Department 04 - Economic & Sustainable Dev

Program 040000 - Main

Account 53160 - Instruction

| | | | |
|--|--|------------|------------------------------------|
| 3560 - First Financial Bank / Credit Cards | 04-BCT-Women's History Month Lunch tickets (3) | 04/12/2024 | 111.00 |
| 3560 - First Financial Bank / Credit Cards | 04-PU Extension-Grant Writing workshop-BAC member N. Almanza | 04/12/2024 | 195.00 |
| Account 53160 - Instruction Totals | | | Invoice 2 Transactions \$306.00 |

Account 53910 - Dues and Subscriptions

| | | | |
|--|---|------------|--------------------------------------|
| 5695 - 1818 Apparel Co., INC (dba Freethink AppareI) | 04-Bike to Earth Day T-shirts (24) | 04/12/2024 | 444.00 |
| 3560 - First Financial Bank / Credit Cards | 04-MailChimp- March 2024 Activity | 04/12/2024 | 45.00 |
| 9218 - Washington University | 04-Midwest Climate Collaborative Membership Due | 04/12/2024 | 1,000.00 |
| Account 53910 - Dues and Subscriptions Totals | | | Invoice 3 Transactions \$1,489.00 |

Account 53960 - Grants



Board of Public Works Claim Register

Invoice Date Range 03/29/24 - 04/12/24

| | | | |
|---|--|--------------|--------------------|
| 4397 - A & D Cycling Enterprises, LLC (Revolution Bike) | 04-E-Bike Voucher Program Grant 03/22/24 | 04/12/2024 | 3,000.00 |
| 2002 - Boys & Girls Club Of Bloomington, INC | 04-2024 Lemonade Day Founding Sponsorship | 04/12/2024 | 5,000.00 |
| 6714 - Dimension Mill, INC | 04-Sponsorship for AlgoRhythms Popup Summit | 04/12/2024 | 500.00 |
| | Account 53960 - Grants Totals | Invoice 3 | <u>\$8,500.00</u> |
| Account 53970 - Mayor's Promotion of Business | | Transactions | |
| 3404 - J.R. Watkins & Family, INC (Signs Now) | 04-Printing Services for Bike to Earth Day-posters | 04/12/2024 | 798.00 |
| | Account 53970 - Mayor's Promotion of Business Totals | Invoice 1 | <u>\$798.00</u> |
| | | Transactions | |
| | Program 040000 - Main Totals | Invoice 9 | <u>\$11,093.00</u> |
| | | Transactions | |
| Program 04TECH - Trades Tech Center | | | |
| Account 53990 - Other Services and Charges | | | |
| 5149 - E&B Paving, INC | 04-Paving for Tech Center-App 2-Inv #30055854 | 04/12/2024 | 46,386.84 |
| | Account 53990 - Other Services and Charges Totals | Invoice 1 | <u>\$46,386.84</u> |
| | | Transactions | |
| | Program 04TECH - Trades Tech Center Totals | Invoice 1 | <u>\$46,386.84</u> |
| | | Transactions | |
| | Department 04 - Economic & Sustainable Dev Totals | Invoice 10 | <u>\$57,479.84</u> |
| | | Transactions | |
| Department 05 - Common Council | | | |
| Program 050000 - Main | | | |
| Account 53170 - Mgt. Fee, Consultants, and Workshops | | | |
| 3560 - First Financial Bank / Credit Cards | 05-Local Progress Conf Reg- Council Member Piedmont-Smith | 04/12/2024 | 200.00 |
| | Account 53170 - Mgt. Fee, Consultants, and Workshops Totals | Invoice 1 | <u>\$200.00</u> |
| | | Transactions | |
| | Program 050000 - Main Totals | Invoice 1 | <u>\$200.00</u> |
| | | Transactions | |
| | Department 05 - Common Council Totals | Invoice 1 | <u>\$200.00</u> |
| | | Transactions | |
| Department 06 - Controller's Office | | | |
| Program 060000 - Main | | | |
| Account 53990 - Other Services and Charges | | | |
| 910 - FORVIS, LLP | 06-year end prep-City's December 31, 2022 Annual Comp Fin Report | 04/12/2024 | 28,350.00 |



Board of Public Works Claim Register

Invoice Date Range 03/29/24 -

04/12/24

Department **07 - Engineering**

Program **070000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

07-Cleaning towels

04/12/2024

14.99

6530 - Office Depot, INC

07-Envelope sealer

04/12/2024

3.81

6530 - Office Depot, INC

07-Pledge spray

04/12/2024

5.52

Account **52110 - Office Supplies** Totals

Invoice 3
Transactions

\$24.32

Account **52420 - Other Supplies**

52580 - Jamar Technologies, INC

07-Traffic Count Supplies-4" winter mastic tape

04/12/2024

131.00

Account **52420 - Other Supplies** Totals

Invoice 1
Transactions

\$131.00

Account **53230 - Travel**

4842 - Andrew Scott Cibor

07-reimb-PU Road School Training -Lafayette, IN-3/12-3/13/24

04/12/2024

10.00

8638 - Alexandra Gray

07-reimb-PU Road School Training -Lafayette, IN-3/12-3/13/24

04/12/2024

10.00

9033 - Driss Tahir

07-reimb-PU Road School Training -Lafayette, IN-3/12-3/13/24

04/12/2024

10.00

Account **53230 - Travel** Totals

Invoice 3
Transactions

\$30.00

Account **53240 - Freight / Other**

52580 - Jamar Technologies, INC

07-Traffic Count Supplies-4" winter mastic tape

04/12/2024

26.72

Account **53240 - Freight / Other** Totals

Invoice 1
Transactions

\$26.72

Account **53990 - Other Services and Charges**

6299 - Bounds Flooring, INC

07-Remove and replace carpet & Base for new offices

04/12/2024

1,039.74

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

Invoice 1
Transactions

\$1,039.74

Program **070000 - Main** Totals

Invoice 9
Transactions

\$1,251.78



Board of Public Works Claim Register

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\$1,251.78

Department **07 - Engineering** Totals

Invoice 9
Transactions

Department **09 - CFRD**

Program **090000 - Main**

Account **52110 - Office Supplies**

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

09-3 Cases 11 x 17 Paper for Boletin

04/12/2024

183.36

Account **52110 - Office Supplies** Totals

Invoice 1
Transactions

\$183.36

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

4123 - Central Indiana Interpreting Service

9-ASL Interpretation for Council Meeting-2 hrs-March 13 2024

04/12/2024

130.00

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

Invoice 1
Transactions

\$130.00

Program **090000 - Main** Totals

Invoice 2
Transactions

\$313.36

Department **09 - CFRD** Totals

Invoice 2
Transactions

\$313.36

Department **10 - Legal**

Program **101000 - Human Rights**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

10-Pens and Towels

04/12/2024

15.92

Account **52110 - Office Supplies** Totals

Invoice 1
Transactions

\$15.92

Account **53990 - Other Services and Charges**

3892 - Midwest Color Printing, INC

10-250 business cards-Margie Rice

04/12/2024

65.13

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

Invoice 1
Transactions

\$65.13

Program **101000 - Human Rights** Totals

Invoice 2
Transactions

\$81.05

Department **10 - Legal** Totals

Invoice 2
Transactions

\$81.05

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **52110 - Office Supplies**

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

11 - clipboards for office

04/12/2024

15.29



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| | | | |
|--|---|------------------------|-------------------|
| 6530 - Office Depot, INC | 11 - stackable file trays, supplies | 04/12/2024 | 44.98 |
| 6530 - Office Depot, INC | 11-Pens, pads, folders, labels, soap for office | 04/12/2024 | 133.18 |
| Account 52110 - Office Supplies Totals | | Invoice 3 Transactions | <u>\$193.45</u> |
| Account 52420 - Other Supplies | | | |
| 5086 - Frame Station, INC (Framemakers) | 11- Mayors' portraits reframing (10)/1 nameplate | 04/12/2024 | 2,895.15 |
| Account 52420 - Other Supplies Totals | | Invoice 1 Transactions | <u>\$2,895.15</u> |
| Account 53160 - Instruction | | | |
| 9158 - Krista Padgett | 11-Three sessions with J. Madrigal-Feb-March 2024 | 04/12/2024 | 1,200.00 |
| Account 53160 - Instruction Totals | | Invoice 1 Transactions | <u>\$1,200.00</u> |
| Account 53910 - Dues and Subscriptions | | | |
| 53442 - Paragon Micro, INC | 11-Dec '23 bill for Devta Kidd software | 04/12/2024 | 9.16 |
| 53442 - Paragon Micro, INC | 11 - software for Devta Kidd | 04/12/2024 | 25.30 |
| 158 - United States Conference of Mayors | 11-Fiscal year 2024 member billing 2024 | 04/12/2024 | 5,269.00 |
| Account 53910 - Dues and Subscriptions Totals | | Invoice 3 Transactions | <u>\$5,303.46</u> |
| Program 110000 - Main Totals | | Invoice 8 Transactions | <u>\$9,592.06</u> |
| Department 11 - Mayor's Office Totals | | Invoice 8 Transactions | <u>\$9,592.06</u> |
| Department 12 - Human Resources | | | |
| Program 120000 - Main | | | |
| Account 53160 - Instruction | | | |
| 5444 - Tyler Technologies, INC | 12-New World ERP Fund Training-Open Enrollment | 04/12/2024 | 350.00 |
| Account 53160 - Instruction Totals | | Invoice 1 Transactions | <u>\$350.00</u> |
| Account 53990 - Other Services and Charges | | | |
| 53442 - Paragon Micro, INC | 12-2 keyboard and mouse combo for HR Coordinator | 04/12/2024 | 159.98 |
| Account 53990 - Other Services and Charges Totals | | Invoice 1 Transactions | <u>\$159.98</u> |
| Program 120000 - Main Totals | | Invoice 2 Transactions | <u>\$509.98</u> |



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 Invoice 2 \$509.98
 Transactions

Department **13 - Planning**

Program **130000 - Main**

Account **52110 - Office Supplies**

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

13- Ergonomic Mouse for Hank Duncan 04/12/2024 25.49

Account **52110 - Office Supplies** Totals Invoice 1 \$25.49
 Transactions

Account **52420 - Other Supplies**

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

13- Tablecloths, Bicycle Wheel Lights, Safety Bicycle Lights 04/12/2024 125.74

Account **52420 - Other Supplies** Totals Invoice 1 \$125.74
 Transactions

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

13-Registration for Karina Pazos for Designing Cities Conference 04/12/2024 1,100.00

Account **53160 - Instruction** Totals Invoice 1 \$1,100.00
 Transactions

Account **53230 - Travel**

3560 - First Financial Bank / Credit Cards

13- Airfare-J Burrell-National Pln Conf-MN-4/13-4/16 04/12/2024 351.65

3560 - First Financial Bank / Credit Cards

13- Airfare-Karina Pazos-Design Cities Miami, FL- 04/12/2024 298.20

3560 - First Financial Bank / Credit Cards

13-Hotel Reservation-R Robling for INCL Conf-RI-4/25-4/29/24 04/12/2024 771.98

3560 - First Financial Bank / Credit Cards

13- Airfare for Ryan Robling-4/25-4/29/24 04/12/2024 387.95

Account **53230 - Travel** Totals Invoice 4 \$1,809.78
 Transactions

Account **53310 - Printing**

501 - Karl Clark (KC Designs)

13- Department Logo Envelopes (1,500) 04/12/2024 225.00

5247 - Robert Hudson (Graphic Visions)

13- Greenway Public Meeting Yard Signs (12) 04/12/2024 180.00

Account **53310 - Printing** Totals Invoice 2 \$405.00
 Transactions

Account **53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings

13- Legal Ads for V-27-22, V-46-23, and MPO Work Program 04/12/2024 123.78

Account **53320 - Advertising** Totals Invoice 1 \$123.78
 Transactions



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Account **53990 - Other Services and Charges**

| | | | | |
|--------------------------------|---|-------------|--|--------------|
| 6235 - Toole Design Group, LLC | 13-Corridor Study_College Ave & Walnut St. 45/46 Bypass 01/26/24 | BC 2022-086 | 04/12/2024 | 1,243.28 |
| 6235 - Toole Design Group, LLC | 13-Corridor Study_College Ave & Walnut St. 45/46 Bypass 12/31/23 | BC 2022-086 | 04/12/2024 | 16,458.59 |
| | | | Account 53990 - Other Services and Charges Totals | Invoice 2 |
| | | | | Transactions |
| | | | Program 130000 - Main Totals | Invoice 12 |
| | | | | Transactions |
| | | | Department 13 - Planning Totals | Invoice 12 |
| | | | | Transactions |
| | | | | \$17,701.87 |
| | | | | \$21,291.66 |
| | | | | \$21,291.66 |

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

| | | | | |
|---|--|--|------------|--------|
| 409 - Black Lumber Co. INC | 19 - Box of Galvanized nails | | 04/12/2024 | 24.99 |
| 413 - Bloomington Paint & Wallpaper Co | 19-Paint for Mayor's Office-2 gallons | | 04/12/2024 | 96.58 |
| 413 - Bloomington Paint & Wallpaper Co | 19 - paint for Public Works Admin office-1 gallon | | 04/12/2024 | 47.99 |
| 4574 - John Deere Financial f.s.b. (Rural King) | 19- Purified water (24 PK) & Powertrain drinks-Brighten B-Town | | 04/12/2024 | 112.84 |
| 4574 - John Deere Financial f.s.b. (Rural King) | 19- Safety Boots for Brighten B-Town-Size 9E-3/15/24 | | 04/12/2024 | 124.95 |
| 4574 - John Deere Financial f.s.b. (Rural King) | 19- Safety Boots for Brighten B-Town-Size 9E-3/11/24 | | 04/12/2024 | 124.95 |
| 395 - Kirby Risk Corp | 19- Pipe & conduit clamps for Facilities | | 04/12/2024 | 98.85 |
| 8658 - Kleindorfer's Hardware LLC | 19- duct tape, nut driver, painters tape, hand soap, nail set... | | 04/12/2024 | 122.68 |
| 8658 - Kleindorfer's Hardware LLC | 19 - signs for Brighten B-town (10) | | 04/12/2024 | 22.90 |
| 4443 - The Sherwin Williams Company | 19 - supplies and paint for Mayor's Office-brushes, tape, pails | | 04/12/2024 | 135.44 |
| 4443 - The Sherwin Williams Company | 19 - paint for Mayor's Office | | 04/12/2024 | 55.96 |

Account **52310 - Building Materials and Supplies** Totals Invoice 11 \$968.13

Transactions

Account **52420 - Other Supplies**

| | | | | |
|-------------------------------------|------------------------------|--|------------|-------|
| 651 - Engraving & Stamp Center, INC | 19 - nameplate for City Hall | | 04/12/2024 | 25.93 |
|-------------------------------------|------------------------------|--|------------|-------|

Account **52420 - Other Supplies** Totals Invoice 1 \$25.93

Transactions

Account **52430 - Uniforms and Tools**



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| | | | | |
|--|---|-------------|-------------------------|--------------------|
| 19171 - Aramark Uniform & Career Apparel Group, INC | 19 - pants for R. Flake - 3/14/2024 | | 04/12/2024 | 12.41 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 19 - Pants for R. Flake - 3/21/24 | | 04/12/2024 | 12.91 |
| Account 52430 - Uniforms and Tools Totals | | | Invoice 2 Transactions | <u>\$25.32</u> |
| Account 53610 - Building Repairs | | | | |
| 6378 - ANN-KRISS, LLC | 19-SA-light repairs, repainting of Mayor's Office | | 04/12/2024 | 2,520.00 |
| 321 - Harrell Fish, INC (HFI) | 19-SA City Hall-front end control maintenance-2023 service | BC 2023-074 | 04/12/2024 | 2,730.00 |
| 321 - Harrell Fish, INC (HFI) | 19 - SA replace neptronic actuator City Hall-2/9/24 | BC 2023-074 | 04/12/2024 | 3,348.79 |
| Account 53610 - Building Repairs Totals | | | Invoice 3 Transactions | <u>\$8,598.79</u> |
| Program 190000 - Main Totals | | | Invoice 17 Transactions | <u>\$9,618.17</u> |
| Department 19 - Facilities Maintenance Totals | | | Invoice 17 Transactions | <u>\$9,618.17</u> |
| Department 26 - Parking | | | | |
| Program 26CRED - PARKING CRED | | | | |
| Account 54510 - Other Capital Outlays | | | | |
| 6197 - CE Solutions, INC | 26- Morton St Garage barrier cable assessment-thru 3/14/24 | | 04/12/2024 | 11,068.00 |
| 6197 - CE Solutions, INC | 26-4th St Garage-expansion joint assessment/report-thru 3/14/24 | | 04/12/2024 | 3,936.25 |
| Account 54510 - Other Capital Outlays Totals | | | Invoice 2 Transactions | <u>\$15,004.25</u> |
| Program 26CRED - PARKING CRED Totals | | | Invoice 2 Transactions | <u>\$15,004.25</u> |
| Department 26 - Parking Totals | | | Invoice 2 Transactions | <u>\$15,004.25</u> |
| Department 28 - ITS | | | | |
| Program 280000 - Main | | | | |
| Account 52110 - Office Supplies | | | | |
| 6530 - Office Depot, INC | 28- 10 cases of 8.5"x11" paper-3/20/24 | | 04/12/2024 | 384.00 |
| 6530 - Office Depot, INC | 28- 10 cases of 8.5"x11" paper-3/25/24 | | 04/12/2024 | 384.00 |
| Account 52110 - Office Supplies Totals | | | Invoice 2 Transactions | <u>\$768.00</u> |
| Account 53160 - Instruction | | | | |



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| | | | |
|--|---|--------------------------|---------------------|
| 8315 - Indiana Geographic Information Council, INC | 28-2024 Conference Registration Richard Creek | 04/12/2024 | 310.00 |
| 8315 - Indiana Geographic Information Council, INC | 28-2024 Conference Registration Max Stier | 04/12/2024 | 310.00 |
| Account 53160 - Instruction Totals | | Invoice 2 Transactions | <u>\$620.00</u> |
| Account 53170 - Mgt. Fee, Consultants, and Workshops | | | |
| 2587 - Logicalis, INC | 28-VOIP Labor for Phone System Installation | 04/12/2024 | 7,712.45 |
| 5444 - Tyler Technologies, INC | 28-Administrative Fees-Controller Staff Training-City portion | 04/12/2024 | 175.00 |
| Account 53170 - Mgt. Fee, Consultants, and Workshops Totals | | Invoice 2 Transactions | <u>\$7,887.45</u> |
| Account 53310 - Printing | | | |
| 3892 - Midwest Color Printing, INC | 28 - 250 Business Cards Victoria Jones | 04/12/2024 | 65.83 |
| Account 53310 - Printing Totals | | Invoice 1 Transactions | <u>\$65.83</u> |
| Account 53640 - Hardware and Software Maintenance | | | |
| 3989 - Ricoh USA, INC | 28-City Civil Copier/Printer Maintenance 02/17/24-03/16/24 | 04/12/2024 | 2,155.86 |
| 3989 - Ricoh USA, INC | 28-City Civil Copier/Printer Maintenance 02/17/24-03/16/24 | 04/12/2024 | 137.48 |
| 3989 - Ricoh USA, INC | 28-City Civil Copier/Printer Maintenance 02/17/24-03/16/24 | 04/12/2024 | 87.38 |
| 2998 - Seiler Instrument & Mfg Co, INC | 28- Drone Repairs, replace gimbal vib abosrb board, upper shell | 04/12/2024 | 686.78 |
| Account 53640 - Hardware and Software Maintenance Totals | | Invoice 4 Transactions | <u>\$3,067.50</u> |
| Program 280000 - Main Totals | | Invoice 11 Transactions | <u>\$12,408.78</u> |
| Department 28 - ITS Totals | | Invoice 11 Transactions | <u>\$12,408.78</u> |
| Fund 101 - General Fund (S0101) Totals | | Invoice 113 Transactions | <u>\$165,551.82</u> |
| Fund 153 - LIT – Economic Development | | | |
| Department 04 - Economic & Sustainable Dev | | | |
| Program 040000 - Main | | | |
| Account 53960 - Grants | | | |
| 5976 - EV Connect, INC | 04-(2) EVC Power Charges for Parks | 04/12/2024 | 11,839.90 |
| 5976 - EV Connect, INC | 04-EVC Power Charges accessories for Parks | 04/12/2024 | 5,800.00 |



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9094 - David Brent Johnson

04-Space rental fee for BAC-sponsored event 04/12/2024 250.00

8528 - Caleb Olin Meredith Poer

04-SEEL Poster and Sticker Design 04/12/2024 300.00

Account **53960 - Grants** Totals Invoice 4 \$18,189.90

Program **040000 - Main** Totals Transactions Invoice 4 \$18,189.90

Department **04 - Economic & Sustainable Dev** Totals Transactions Invoice 4 \$18,189.90

Transactions

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990 - Other Services and Charges**

6343 - Tania Daffron

12-T Daffron Education Reimbursement -Winter 4B24 04/12/2024 1,042.00

8834 - Seth D Staggs

12-S Staggs Educational Reimbursement 04/12/2024 1,350.00

9121 - Studio Auteur LLC

12-first payment- production of three recruitment videos- 04/12/2024 15,000.00

3/15/24

Account **53990 - Other Services and Charges** Totals Invoice 3 \$17,392.00

Program **120000 - Main** Totals Transactions Invoice 3 \$17,392.00

Department **12 - Human Resources** Totals Transactions Invoice 3 \$17,392.00

Fund **153 - LIT - Economic Development** Totals Transactions Invoice 7 \$35,581.90

Transactions

Fund **157 - LOIT Special Distribution(S0075)**

Department **20 - Street**

Program **200000 - Main**

Account **54440 - Motor Equipment**

9170 - Southern Indiana Trailer Sales LLC

20-2022' 16K Rice Tilt Trailer 04/12/2024 11,200.00

Account **54440 - Motor Equipment** Totals Invoice 1 \$11,200.00

Program **200000 - Main** Totals Transactions Invoice 1 \$11,200.00

Department **20 - Street** Totals Transactions Invoice 1 \$11,200.00

Fund **157 - LOIT Special Distribution(S0075)** Totals Transactions Invoice 1 \$11,200.00

Transactions

Fund **176 - ARPA Local Fiscal Recvry (S9512)**



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Department **04 - Economic & Sustainable Dev**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

Account **53960 - Grants**

7532 - Christina Elem

| | | |
|---|------------------------|-----------------|
| 04-Consulting Services for public art 02/29/24-03/26/24 | 04/12/2024 | 960.00 |
| Account 53960 - Grants Totals | Invoice 1 | <u>\$960.00</u> |
| Program G21005 - ARPA COVID Local Fiscal Recovery Totals | Transactions Invoice 1 | <u>\$960.00</u> |
| Department 04 - Economic & Sustainable Dev Totals | Transactions Invoice 1 | <u>\$960.00</u> |
| Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals | Transactions Invoice 1 | <u>\$960.00</u> |
| | Transactions | |

Fund **249 - Grants Non Approp**

Department **04 - Economic & Sustainable Dev**

Program **G22008 - 2021 to 2024 Brownfield**

Account **53990 - Other Services and Charges**

4571 - BCA Environmental Consultants, LLC

4571 - BCA Environmental Consultants, LLC

4571 - BCA Environmental Consultants, LLC

| | | |
|--|------------------------|--------------------|
| 04-EPA Brownfield Grant-Switchyard-thru 2/29/24 | 04/12/2024 | 1,573.70 |
| 04-EPA Brownfield Grant-Clean up-PLNING- 413 W. 2nd St-thru 7/29 | 04/12/2024 | 444.90 |
| 04-EPA Brownfield Grant, Sup PH II-Hosp Parc A-thru 2/29/24 | 04/12/2024 | 12,255.21 |
| Account 53990 - Other Services and Charges Totals | Invoice 3 | <u>\$14,273.81</u> |
| Program G22008 - 2021 to 2024 Brownfield Totals | Transactions Invoice 3 | <u>\$14,273.81</u> |
| Department 04 - Economic & Sustainable Dev Totals | Transactions Invoice 3 | <u>\$14,273.81</u> |
| Fund 249 - Grants Non Approp Totals | Transactions Invoice 3 | <u>\$14,273.81</u> |
| | Transactions | |

Fund **312 - Community Services**

Department **09 - CFRD**

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

Account **52420 - Other Supplies**

11693 - The Award Center, INC

11693 - The Award Center, INC

| | | |
|--|------------|--------|
| 09-2 Engraved Awards-Women's Achievement Awards 2024 | 04/12/2024 | 144.00 |
| 09-2 Name Plates for Women's Achievement Awards 2022, 2023 | 04/12/2024 | 24.00 |



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

Account **52420 - Other Supplies**

9191 - Yu Ma 09-Black History Month Essay Contest-M. Wang- 3rd Place Elem 04/12/2024 125.00

9206 - Donna J Schwartz 09-Black History Month Essay ContestH. Newkirk--2nd Place Flem 04/12/2024 150.00

Account **52420 - Other Supplies** Totals Invoice 2 \$275.00

Program **090016 - Com Serv - Safe & Civil** Totals Transactions Invoice 2 \$275.00

Department **09 - CFRD** Totals Transactions Invoice 4 \$443.00

Fund **312 - Community Services** Totals Transactions Invoice 4 \$443.00

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

Department **25 - Telecommunications**

Program **256000 - Services**

Account **52420 - Other Supplies**

1999 - CMS Communications, INC 28-10 replacement Centrex landline phones 04/12/2024 1,039.00

Account **52420 - Other Supplies** Totals Invoice 1 \$1,039.00

Account **53640 - Hardware and Software Maintenance**

1647 - Perfect Power, INC 28- UPS maintenance Showers - 3rd year of 3 yr contract 04/12/2024 1,960.00

Account **53640 - Hardware and Software Maintenance** Totals Invoice 1 \$1,960.00

Account **54450 - Equipment**

53442 - Paragon Micro, INC 28-CAPR Dell LED monitor for M. Crump 04/12/2024 389.99

Account **54450 - Equipment** Totals Invoice 1 \$389.99

Program **256000 - Services** Totals Transactions Invoice 3 \$3,388.99

Department **25 - Telecommunications** Totals Transactions Invoice 3 \$3,388.99

Fund **401 - Non-Reverting Telecom (S1146)** Totals Transactions Invoice 3 \$3,388.99



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Fund 451 - Motor Vehicle Highway(S0708)

Department **20 - Street**

Program **200000 - Main**

Account 52110 - Office Supplies

| | | | |
|--|---|--------------|---------|
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC) | 20-Clipboard for tree crew leader | 04/12/2024 | 23.29 |
| | Account 52110 - Office Supplies Totals | Invoice 1 | \$23.29 |
| | | Transactions | |

Account 52210 - Institutional Supplies

| | | | |
|------------------------|--|--------------|----------|
| 313 - Fastenal Company | 20-Earplugs, Flex grd, gloves, glasses | 04/12/2024 | 192.97 |
| | Account 52210 - Institutional Supplies Totals | Invoice 1 | \$192.97 |
| | | Transactions | |

Account 52340 - Other Repairs and Maintenance

| | | | |
|--------------------------------------|---|--------------|------------|
| 294 - All-Phase Electric Supply, INC | 20-Photo cell for street light at 4th/College | 04/12/2024 | 19.63 |
| 294 - All-Phase Electric Supply, INC | 20-Signal Supp (duct seal comp, photocontrol relay) | 04/12/2024 | 65.36 |
| 4186 - Carrier & Gable, INC | 20-12 batteries- 8A30 HEI for Traffic Signals | 04/12/2024 | 2,400.00 |
| 313 - Fastenal Company | 20-Receipt kit and tape for signal supplies | 04/12/2024 | 227.23 |
| 313 - Fastenal Company | 20-Por-Rak Anchor cement for sign posts for sign crew | 04/12/2024 | 149.69 |
| 4519 - Osburn Associates, INC | 20-Overlay, 48 x 50 yds Green OL-36007SF for traffic signs | 04/12/2024 | 1,260.00 |
| 4519 - Osburn Associates, INC | 20-Sign Materials (alum blanks,bolts, nut locks) | 04/12/2024 | 2,406.00 |
| 603 - Traffic Control Corporation | 20-A.I. install at Highland Park School Flasher | 04/12/2024 | 3,389.00 |
| | Account 52340 - Other Repairs and Maintenance Totals | Invoice 8 | \$9,916.91 |
| | | Transactions | |

Account 52420 - Other Supplies

| | | | |
|--|---|------------|--------|
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC) | 20-Wagon & Acetylene cap for concrete crew | 04/12/2024 | 129.96 |
| 409 - Black Lumber Co. INC | 20-(2) Milwaukee N95 Respirator 10 PK | 04/12/2024 | 45.98 |
| 409 - Black Lumber Co. INC | 20-28 oz CLR cleaner | 04/12/2024 | 7.99 |
| 409 - Black Lumber Co. INC | 20-(2) tarp-strap, broom and Joint plier for pavers | 04/12/2024 | 36.96 |
| 409 - Black Lumber Co. INC | 20-Hardware for paving crew | 04/12/2024 | 5.20 |



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| | | | |
|---|---|-------------------------|-------------|
| 8658 - Kleindorfer's Hardware LLC | 20-Manhole hood and tick mist for paving | 04/12/2024 | 38.58 |
| 8658 - Kleindorfer's Hardware LLC | 20-(4) spring clips & vise grips | 04/12/2024 | 27.65 |
| 8658 - Kleindorfer's Hardware LLC | 20-(10) supplies traffic cabinets | 04/12/2024 | 12.90 |
| 8658 - Kleindorfer's Hardware LLC | 20-Supplies for 3rd St Railing-pipe, flange, ubolts, caps | 04/12/2024 | 259.23 |
| 786 - Richard's Small Engine, INC | 20-Tree Crew Supplie (bar oil, fuel mix) | 04/12/2024 | 63.57 |
| Account 52420 - Other Supplies Totals | | Invoice 10 Transactions | \$628.02 |
| Account 53130 - Medical | | | |
| 231 - IU Health OCC Health Services | 20-DOT 5 Panel E Screen-J. Meadows-2/20/24 | 04/12/2024 | 50.00 |
| Account 53130 - Medical Totals | | Invoice 1 Transactions | \$50.00 |
| Account 53240 - Freight / Other | | | |
| 3560 - First Financial Bank / Credit Cards | 20-Shipping charges for return of sign materials-3/11/24 | 04/12/2024 | 239.82 |
| Account 53240 - Freight / Other Totals | | Invoice 1 Transactions | \$239.82 |
| Account 53920 - Laundry and Other Sanitation Services | | | |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-uniform rental (minus payroll ded)-3/13/24 | 04/12/2024 | 8.35 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-mat/towel services-3/13/24 | 04/12/2024 | 38.47 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-uniform rental (minus payroll ded)-3/20/24 | 04/12/2024 | 8.35 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-mat/towel services-3/20/24 | 04/12/2024 | 38.47 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-uniform rental (minus payroll ded)-3/27/24 | 04/12/2024 | 9.67 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 20-mat/towel services-3/27/24 | 04/12/2024 | 42.58 |
| Account 53920 - Laundry and Other Sanitation Services Totals | | Invoice 6 Transactions | \$145.89 |
| Account 53950 - Landfill | | | |
| 310 - Astbury Gabriel Corp (ESG Laboratories) | 20-Sweeper debries lab testing for manifest | 04/12/2024 | 402.00 |
| 6152 - K&S Rolloff, INC | 20-Rolloff Services for sweeper debris 03/05/24 | 04/12/2024 | 500.00 |
| Account 53950 - Landfill Totals | | Invoice 2 Transactions | \$902.00 |
| Program 200000 - Main Totals | | Invoice 30 Transactions | \$12,098.90 |



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04/12/24

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

Department **26 - Parking**

Program **260000 - Main**

Account **52310 - Building Materials and Supplies**

5111 - Spencer Trailers INC

26-new 10 ft utility trailer with hitch for all garages 04/12/2024 2,774.08

Account **52310 - Building Materials and Supplies** Totals Invoice 1 \$2,774.08

Transactions

Account **53610 - Building Repairs**

393 - Kone INC

19 - City Hall-Elevator maintenance for June 2023 04/12/2024 284.77

32 - Cassady Electrical Contractors, INC

26-electrical testing to move 4th st pay station to 2nd floo 04/12/2024 95.00

Account **53610 - Building Repairs** Totals Invoice 2 \$379.77

Transactions

Account **53840 - Lease Payments**

512 - 7th & Walnut , LLC

26-Walnut St Garage- May 2024 garage rent 04/12/2024 17,824.79

3887 - Mercury Development Group, LLC

26-Morton St Garage-May 2024 garage rent 04/12/2024 38,035.85

Account **53840 - Lease Payments** Totals Invoice 2 \$55,860.64

Transactions

Account **53990 - Other Services and Charges**

5605 - Photizo, LLC (Fish Window Cleaning)

26-window cleaning for parking service office 04/12/2024 160.00

Account **53990 - Other Services and Charges** Totals Invoice 1 \$160.00

Transactions

Program **260000 - Main** Totals Invoice 6 \$59,174.49

Transactions

Department **26 - Parking** Totals Invoice 6 \$59,174.49

Transactions

Fund **452 - Parking Facilities(S9502)** Totals Invoice 6 \$59,174.49

Transactions

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

Department **07 - Engineering**

Program **070000 - Main**



Board of Public Works Claim Register

Invoice Date Range 03/29/24 - 04/12/24

Account **53110 - Engineering and Architectural**

5999 - The Etica Group, INC

| | | | |
|---|------------------------|------------|------------|
| 07-Downtown Curb Ramps PH IV- 02/01/24-02/29/24 | BC 2023-050 | 04/12/2024 | 2,317.00 |
| Account 53110 - Engineering and Architectural Totals | Invoice 1 | | \$2,317.00 |
| Program 070000 - Main Totals | Transactions Invoice 1 | | \$2,317.00 |
| Department 07 - Engineering Totals | Transactions Invoice 1 | | \$2,317.00 |
| | Transactions | | |

Department **26 - Parking**

Program **260000 - Main**

Account **52420 - Other Supplies**

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

| | | | |
|---|--------------|------------|---------|
| 26-new iPhone case, Simpsons broke when phone dropped | | 04/12/2024 | 35.32 |
| Account 52420 - Other Supplies Totals | Invoice 1 | | \$35.32 |
| | Transactions | | |

Account **52430 - Uniforms and Tools**

4489 - J.L. Waters & Company, INC

| | | | |
|---|------------------------|------------|------------|
| 26-safety shoes -Candi Simpson (8W)-3/15/24 | | 04/12/2024 | 100.00 |
| Account 52430 - Uniforms and Tools Totals | Invoice 1 | | \$100.00 |
| Program 260000 - Main Totals | Transactions Invoice 2 | | \$135.32 |
| Department 26 - Parking Totals | Transactions Invoice 2 | | \$135.32 |
| Fund 454 - Alternative Transport(S6301) Totals | Transactions Invoice 3 | | \$2,452.32 |
| | Transactions | | |

Fund **455 - Parking Meter Fund(S2141)**

Department **26 - Parking**

Program **260000 - Main**

Account **52340 - Other Repairs and Maintenance**

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

| | | | |
|---|--|------------|-------|
| 26-air and water filters for parking officer refrigerator | | 04/12/2024 | 54.89 |
|---|--|------------|-------|

4264 - IPS Group, INC

| | | | |
|--|--|------------|--------|
| 26-cards to work on/collect parking meters | | 04/12/2024 | 251.00 |
|--|--|------------|--------|

5111 - Spencer Trailers INC

| | | | |
|---|--|------------|-------|
| 26-2 tow hitches to pull barricade trailers for downtown events | | 04/12/2024 | 70.44 |
|---|--|------------|-------|

| | | | |
|---|--------------|--|----------|
| Account 52340 - Other Repairs and Maintenance Totals | Invoice 3 | | \$376.33 |
| | Transactions | | |

Account **52420 - Other Supplies**



Board of Public Works Claim Register

Invoice Date Range 03/29/24 - 04/12/24

| | | | |
|--|--|-------------------------|--------------------|
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC) | 26-eclipse raffle tickets, aprons, sticky notes and water spikes | 04/12/2024 | 209.32 |
| 5534 - Presidio Holdings, INC | 26-Cameras for Parking Services Office-4th St Garage | 04/12/2024 | 1,570.64 |
| 5534 - Presidio Holdings, INC | 26-Cameras for Parking Services Office-4th St Garage | 04/12/2024 | 99.36 |
| 5534 - Presidio Holdings, INC | 26-Cameras for Parking Services Office-4th St Garage | 04/12/2024 | 995.00 |
| Account 52420 - Other Supplies Totals | | Invoice 4 Transactions | <u>\$2,874.32</u> |
| Account 52430 - Uniforms and Tools | | | |
| 4489 - J.L. Waters & Company, INC | 26-safety shoes-Charlene Lawson (9.5)-3/14/24 | 04/12/2024 | 100.00 |
| 4489 - J.L. Waters & Company, INC | 26-safety shoes-Alex Krouse (11.5)-3/22/24 | 04/12/2024 | 100.00 |
| Account 52430 - Uniforms and Tools Totals | | Invoice 2 Transactions | <u>\$200.00</u> |
| Account 53150 - Communications Contract | | | |
| 4264 - IPS Group, INC | 26-bank fees and communications fees February 2024 | 04/12/2024 | 9,112.50 |
| Account 53150 - Communications Contract Totals | | Invoice 1 Transactions | <u>\$9,112.50</u> |
| Account 53310 - Printing | | | |
| 7760 - Western States Envelope Co (4 Lakes Label) | 26-green warning labels with tow information | 04/12/2024 | 2,904.47 |
| Account 53310 - Printing Totals | | Invoice 1 Transactions | <u>\$2,904.47</u> |
| Account 53830 - Bank Charges | | | |
| 4264 - IPS Group, INC | 26-bank fees and communications fees February 2024 | 04/12/2024 | 4,886.05 |
| Account 53830 - Bank Charges Totals | | Invoice 1 Transactions | <u>\$4,886.05</u> |
| Account 53990 - Other Services and Charges | | | |
| 244 - Bloomington Ford, INC | 26-Body repair Unit #242 damage repair for nonreported | 04/12/2024 | 953.90 |
| 8189 - Paragon Asset Recovery Services, LLC (Sedgwick) | 26-accident claim-#4A2401SP23-claimant Yochum-1/5/24-vehicle dam | 04/12/2024 | 766.94 |
| Account 53990 - Other Services and Charges Totals | | Invoice 2 Transactions | <u>\$1,720.84</u> |
| Program 260000 - Main Totals | | Invoice 14 Transactions | <u>\$22,074.51</u> |
| Department 26 - Parking Totals | | Invoice 14 Transactions | <u>\$22,074.51</u> |
| Fund 455 - Parking Meter Fund(S2141) Totals | | Invoice 14 Transactions | <u>\$22,074.51</u> |



Board of Public Works Claim Register

Invoice Date Range 03/29/24 - 04/12/24

Fund 456 - MVH Restricted

Department **20 - Street**

Program **200000 - Main**

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

334 - Irving Materials, INC

20-Concrete-Sidewalk Proj-class A stone-915 N Plymouth BC 2024-012 04/12/2024 1,948.00

334 - Irving Materials, INC

20-Concrete-Sidewalk Proj-class A stone-915 N Plymouth BC 2024-012 04/12/2024 974.00

334 - Irving Materials, INC

20-Concrete for Sidewalk Projects, bin block - full BC 2024-012 04/12/2024 450.00

| | | |
|---|--------------|------------|
| Account 52330 - Street, Alley, and Sewer Material Totals | Invoice 3 | \$3,372.00 |
| | Transactions | |
| Program 200000 - Main Totals | Invoice 3 | \$3,372.00 |
| | Transactions | |
| Department 20 - Street Totals | Invoice 3 | \$3,372.00 |
| | Transactions | |
| Fund 456 - MVH Restricted Totals | Invoice 3 | \$3,372.00 |
| | Transactions | |

Fund 600 - Cumulative Cap Imprv(CIG)(S2379)

Department **02 - Public Works**

Program **020000 - Main**

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

365 - Rogers Group, INC

20-uniform rip rap-3/11/24 04/12/2024 204.71

| | | |
|---|--------------|----------|
| Account 52330 - Street, Alley, and Sewer Material Totals | Invoice 1 | \$204.71 |
| | Transactions | |
| Program 020000 - Main Totals | Invoice 1 | \$204.71 |
| | Transactions | |
| Department 02 - Public Works Totals | Invoice 1 | \$204.71 |
| | Transactions | |
| Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals | Invoice 1 | \$204.71 |
| | Transactions | |

Fund 601 - Cumulative Capital Devlp(S2391)

Department **02 - Public Works**

Program **020000 - Main**

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

5149 - E&B Paving, INC

20-Credit for Asphalt Millings (January) BC 2023-093A 04/12/2024 (213.60)



Board of Public Works Claim Register

Invoice Date Range 03/29/24 - 04/12/24

| | | | | |
|--|---|------------------------|------------|-------------------|
| 5149 - E&B Paving, INC | 20-Asphalt - cold mix for patching 02/24/24 | BC 2023-093A | 04/12/2024 | 2,335.00 |
| 9194 - Flynn Brothers Holdings, INC | 20-Bulk Cold Patch 20.84 TNS @ \$150.00 | | 04/12/2024 | 3,126.00 |
| 19278 - Milestone Contractors, LP | 20-Asphalt for patching 03/19/24 | BC 2023-093B | 04/12/2024 | 231.73 |
| 19278 - Milestone Contractors, LP | 20-Asphalt for patching 03/21/24 | BC 2023-093B | 04/12/2024 | 263.12 |
| Account 52330 - Street , Alley, and Sewer Material Totals | | Invoice 5 | | <u>\$5,742.25</u> |
| Program 020000 - Main Totals | | Transactions Invoice 5 | | <u>\$5,742.25</u> |
| Department 02 - Public Works Totals | | Transactions Invoice 5 | | <u>\$5,742.25</u> |
| | | Transactions | | |

Department **07 - Engineering**

Program **070000 - Main**

Account **54310 - Improvements Other Than Building**

| | | | | |
|--|--|------------------------|------------|--------------------|
| 10 - Bledsoe Riggert Cooper & James INC | 07-Moores/SE Trail (PE), prepare and release CAD file 02/29/24 | BC 2022-137 | 04/12/2024 | 252.50 |
| 5149 - E&B Paving, INC | 07-3rd St Bicycle Lane Improvements (CN)-Lump Sum Payment | BC 2023-104 | 04/12/2024 | 35,200.00 |
| Account 54310 - Improvements Other Than Building Totals | | Invoice 2 | | <u>\$35,452.50</u> |
| Program 070000 - Main Totals | | Transactions Invoice 2 | | <u>\$35,452.50</u> |
| Department 07 - Engineering Totals | | Transactions Invoice 2 | | <u>\$35,452.50</u> |
| Fund 601 - Cumulative Capital Devlp(S2391) Totals | | Transactions Invoice 7 | | <u>\$41,194.75</u> |
| | | Transactions | | |

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

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

| | | | | |
|--|---|--------------|------------|-------------------|
| 793 - Indiana Safety Company, INC | 16-gloves for employees-mens brown jersey | | 04/12/2024 | 165.25 |
| 793 - Indiana Safety Company, INC | 16-gloves for employees-10 gaugle palm coated knit XL | | 04/12/2024 | 621.60 |
| 793 - Indiana Safety Company, INC | 16-gloves for employees-regular shoulder leather | | 04/12/2024 | 863.40 |
| Account 52420 - Other Supplies Totals | | Invoice 3 | | <u>\$1,650.25</u> |
| | | Transactions | | |

Account **53140 - Exterminator Services**



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Invoice Date Range 03/29/24 - 04/12/24

| | | | | |
|---|---|-------------------------|------------|--------------------|
| 51538 - Economy Termite & Pest Control, INC | 16-bi-monthly pest control- 3/25/2024 | BC 2023-070 | 04/12/2024 | 125.00 |
| Account 53140 - Exterminator Services Totals | | Invoice 1 Transactions | | <u>\$125.00</u> |
| 5465 - Emergency Radio Service LLC (ERS-OCI Wireless) | 16-monthly radio service for trucks- January 2024 | | 04/12/2024 | 572.05 |
| Account 53150 - Communications Contract Totals | | Invoice 1 Transactions | | <u>\$572.05</u> |
| 7815 - A&M Graphics (Baugh Fine Print and Mailing) | 16-Magnets (16,000+)-Sanitation Schedule & Postage | | 04/12/2024 | 4,707.70 |
| Account 53220 - Postage Totals | | Invoice 1 Transactions | | <u>\$4,707.70</u> |
| Account 53240 - Freight / Other | | | | |
| 793 - Indiana Safety Company, INC | 16-gloves for employees-mens brown jersey | | 04/12/2024 | 19.88 |
| 793 - Indiana Safety Company, INC | 16-gloves for employees-10 gaugle palm coated knit XL | | 04/12/2024 | 109.65 |
| 793 - Indiana Safety Company, INC | 16-gloves for employees-regular shoulder leather | | 04/12/2024 | 61.26 |
| Account 53240 - Freight / Other Totals | | Invoice 3 Transactions | | <u>\$190.79</u> |
| 7815 - A&M Graphics (Baugh Fine Print and Mailing) | 16-Magnets (16,000+)-Sanitation Schedule & Postage | | 04/12/2024 | 16,871.14 |
| Account 53310 - Printing Totals | | Invoice 1 Transactions | | <u>\$16,871.14</u> |
| Account 53650 - Other Repairs | | | | |
| 786 - Richard's Small Engine, INC | 16-bench fee-deck broken on mower-unable to be worked on- 3/25/24 | | 04/12/2024 | 20.00 |
| 786 - Richard's Small Engine, INC | 16-min bench fee-carburetor needs replaced, blade serv- 3/25/24 | | 04/12/2024 | 20.00 |
| Account 53650 - Other Repairs Totals | | Invoice 2 Transactions | | <u>\$40.00</u> |
| Account 53950 - Landfill | | | | |
| 52226 - Hoosier Transfer Station-3140 | 16-trash disposal fee-03/1-03/15/24 | | 04/12/2024 | 11,807.37 |
| 52226 - Hoosier Transfer Station-3140 | 16-recycling fees-3/1-03/14/2024 | | 04/12/2024 | 762.60 |
| Account 53950 - Landfill Totals | | Invoice 2 Transactions | | <u>\$12,569.97</u> |
| Program 160000 - Main Totals | | Invoice 14 Transactions | | <u>\$36,726.90</u> |



Board of Public Works Claim Register

Invoice Date Range 03/29/24 -

04/12/24

Department **16 - Sanitation** Totals
Fund **730 - Solid Waste (S6401)** Totals

| | |
|--------------|--------------------|
| Invoice 14 | \$36,726.90 |
| Transactions | |
| Invoice 14 | <u>\$36,726.90</u> |
| Transactions | |

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

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**

| | | | |
|---|---|------------|--------|
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-T. Koontz (10D)-3/16/24 | 04/12/2024 | 100.00 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-T.. Luallen (7M)-3/18/24 | 04/12/2024 | 100.00 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-Safety Shoes-J. Kingrey (8M)-3/18/24 | 04/12/2024 | 90.00 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-Safety Shoes-E. Hagan (10 M)-3/18/24 | 04/12/2024 | 100.00 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-safety shoes-A. Stoute (10M)-3/18/24 | 04/12/2024 | 93.75 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10-Safety Shoes-A. Montgomery (10.5D)-3/18/24 | 04/12/2024 | 99.00 |
| 8613 - Crane's Leather & Shoe Shop, INC | 10- Safety Shoes-J. Ross (9.5M)-3/18/24 | 04/12/2024 | 81.00 |

| | | |
|--|--------------|-----------------|
| Account 52430 - Uniforms and Tools Totals | Invoice 7 | <u>\$663.75</u> |
| | Transactions | |

Account **53130 - Medical**

| | | | |
|---------------------------|-----------------------------------|------------|--------|
| 9195 - Norman Bailey JR | 10-reimb for CDL physical-2/22/24 | 04/12/2024 | 100.00 |
| 7667 - Steven K Robertson | 10-reimb for CDL physical-1/15/24 | 04/12/2024 | 100.00 |

| | | |
|---------------------------------------|--------------|-----------------|
| Account 53130 - Medical Totals | Invoice 2 | <u>\$200.00</u> |
| | Transactions | |

| | | |
|-------------------------------------|--------------|-----------------|
| Program 100000 - Main Totals | Invoice 9 | <u>\$863.75</u> |
| | Transactions | |

| | | |
|-------------------------------------|--------------|-----------------|
| Department 10 - Legal Totals | Invoice 9 | <u>\$863.75</u> |
| | Transactions | |

| | | |
|---|--------------|-----------------|
| Fund 800 - Risk Management(S0203) Totals | Invoice 9 | <u>\$863.75</u> |
| | Transactions | |

Fund **801 - Health Insurance Trust**

Department **12 - Human Resources**

Program **120000 - Main**

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



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04/12/24
1,033,528.74

3928 - Aim Medical Trust

12 - April 2024 Medical Premiums \$1,033,528.74

04/04/2024

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

Invoice 1 \$1,033,528.74

Program **120000 - Main** Totals

Transactions Invoice 1 \$1,033,528.74

Department **12 - Human Resources** Totals

Transactions Invoice 1 \$1,033,528.74

Fund **801 - Health Insurance Trust** Totals

Transactions Invoice 1 \$1,033,528.74

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

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

4693 - Monroe County Tire & Supply, INC

17 - tires for unit 590

04/12/2024

801.00

4693 - Monroe County Tire & Supply, INC

17 - tires for unit 355

04/12/2024

719.16

Account **52230 - Garage and Motor Supplies** Totals

Invoice 2 \$1,520.16

Account **52240 - Fuel and Oil**

613 - Hoosier Penn Oil Company, INC

17-(200 GAL) Full Syn & (200 GAL) FS CK4 for stock

04/12/2024

5,342.07

7854 - Premier AG CO-OP, INC (Premier Energy)

17- DEF - Diesel Exhaust Fluid (450 gallons)- 3/22/24

BC 2023-105B 04/12/2024

1,075.50

7854 - Premier AG CO-OP, INC (Premier Energy)

17-diesel-PDX4 B5 Clear Winter on Road-5,500 gallons-3/19/24

BC 2023-105B 04/12/2024

18,545.50

7854 - Premier AG CO-OP, INC (Premier Energy)

17 - unleaded fuel (8,087 gal)-Adams St-3/25/24

BC 2023-105B 04/12/2024

27,721.43

362 - Schaeffer Manufacturing Company

17- oil and other lubricants for Sanitation, Street and shop

04/12/2024

1,984.29

Account **52240 - Fuel and Oil** Totals

Invoice 5 \$54,668.79

Account **52320 - Motor Vehicle Repair**

244 - Bloomington Ford, INC

17-Grommet for unit P127

04/12/2024

5.38

244 - Bloomington Ford, INC

17-Screen ASY for unit 841

04/12/2024

28.23

244 - Bloomington Ford, INC

17-Gear crankshaft for unit P127

04/12/2024

39.75

244 - Bloomington Ford, INC

17-Glass ASY - Rear for unit 802

04/12/2024

92.76

244 - Bloomington Ford, INC

17-(2) RTDKey Key for unit 706

04/12/2024

130.00



Board of Public Works Claim Register

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| | | | |
|---|--|------------|-----------|
| 244 - Bloomington Ford, INC | 17-Tube ESY and (2) Gaskets for unit P127 | 04/12/2024 | 367.00 |
| 244 - Bloomington Ford, INC | 17-Unit -Central P for unit P127 | 04/12/2024 | 425.00 |
| 244 - Bloomington Ford, INC | 17-Door lock for unit 706 | 04/12/2024 | 640.91 |
| 244 - Bloomington Ford, INC | 17-Radiator ASY, motor ASY, Hose ASY, Hose Radiator for unit 637 | 04/12/2024 | 1,028.50 |
| 941 - Central Indiana Truck Equipment Corporation | 17-Outside cylinder with freight for unit 956 | 04/12/2024 | 1,860.58 |
| 941 - Central Indiana Truck Equipment Corporation | 17 - #960 replacement of sweep blade | 04/12/2024 | 11,227.87 |
| 1727 - Ditch Witch of Illinois | 17-packing kit for unit 676 | 04/12/2024 | 436.50 |
| 51827 - Fire Service, INC | 17-Kit, brake pad (1 axle) for unit 332 | 04/12/2024 | 643.07 |
| 455 - Industrial Service & Supply, INC | 17-(2) AN-Wiper, (4) polyseal, ORB Con, (2) o-ring for unit 866 | 04/12/2024 | 340.91 |
| 796 - Interstate Battery System of Bloomington, INC | 17 - batteries MTP-48/H & HTP-65HD for stock | 04/12/2024 | 224.62 |
| 796 - Interstate Battery System of Bloomington, INC | 17 - batteries GENPRO10X2 for stock | 04/12/2024 | 224.95 |
| 796 - Interstate Battery System of Bloomington, INC | 17 - batteries (2) MT-34, (1) MT-59 for stock | 04/12/2024 | 345.72 |
| 11672 - Jack Doheny Companies, INC | 17-street sweeper parts- unit 467-WLDT-Clamp plate | 04/12/2024 | 123.47 |
| 11672 - Jack Doheny Companies, INC | 17-street sweeper parts-unit 467-conveyor defl, lower RH | 04/12/2024 | 141.91 |
| 11672 - Jack Doheny Companies, INC | 17-street sweeper parts-unit 467-conveyor defl, lower RH | 04/12/2024 | 143.63 |
| 11672 - Jack Doheny Companies, INC | 17-street sweeper parts- unit 467-AY-LH LWR deflector | 04/12/2024 | 199.15 |
| 11672 - Jack Doheny Companies, INC | 17-street sweeper parts- unit 467-AY-Dirt shoe LH | 04/12/2024 | 792.40 |
| 11672 - Jack Doheny Companies, INC | 17-street sweeper parts-unit 467-AY-Lower dirt defl | 04/12/2024 | 1,033.55 |
| 11672 - Jack Doheny Companies, INC | 17-street sweeper parts-unit 467-AY-Tow bar, AY-Dirt shoe, RH | 04/12/2024 | 2,202.64 |
| 4439 - JX Enterprises, INC | 17-Switch-battery disconnect for unit 465 | 04/12/2024 | 189.99 |
| 4439 - JX Enterprises, INC | 17-Switch-Turn Signal, self-cancel for unit 445 | 04/12/2024 | 400.99 |
| 4439 - JX Enterprises, INC | 17-Starter 39MT 12TOOTH W/OCF for unit 465 | 04/12/2024 | 460.99 |
| 6262 - Koenig Equipment, INC | 17 - #729 spring, door and panel | 04/12/2024 | 832.73 |
| 53385 - O'Reilly Automotive Stores, INC | 17-VLV Compound for unit 403 | 04/12/2024 | 5.39 |
| 53385 - O'Reilly Automotive Stores, INC | 17-Air filter for stock | 04/12/2024 | 13.45 |



Board of Public Works Claim Register

Invoice Date Range 03/29/24 - 04/12/24

| | | | |
|--|--|------------|--------|
| 53385 - O'Reilly Automotive Stores, INC | 17-Oil filter for unit 510 | 04/12/2024 | 13.60 |
| 53385 - O'Reilly Automotive Stores, INC | 17-Micro-V Belt unit 126 | 04/12/2024 | 14.17 |
| 53385 - O'Reilly Automotive Stores, INC | 17-Air filter for 4181 | 04/12/2024 | 19.61 |
| 53385 - O'Reilly Automotive Stores, INC | 17-Mount Paste for shop | 04/12/2024 | 20.00 |
| 53385 - O'Reilly Automotive Stores, INC | 17-LED Mini for unit 254 | 04/12/2024 | 21.84 |
| 53385 - O'Reilly Automotive Stores, INC | 17-1Q of synthc oil for unit 804 | 04/12/2024 | 34.47 |
| 53385 - O'Reilly Automotive Stores, INC | 17-(2) LED Mini Bulbs for unit 444 | 04/12/2024 | 49.64 |
| 53385 - O'Reilly Automotive Stores, INC | 17-(6) spark plug, micro-v belt, manifold set for unit 252 | 04/12/2024 | 62.70 |
| 53385 - O'Reilly Automotive Stores, INC | 17-(2) PAD, Drain funnel for shop | 04/12/2024 | 89.97 |
| 53385 - O'Reilly Automotive Stores, INC | 17-New CV SHFT for unit P127 | 04/12/2024 | 116.49 |
| 53385 - O'Reilly Automotive Stores, INC | 17-HYD Filters for stock (3) | 04/12/2024 | 147.93 |
| 4547 - Riddle Tractor Sales (Lawrence County Equip.) | 17-Fuel F cup, Assy Filter, O-ring fuel, (12) bshng for unit 756 | 04/12/2024 | 51.62 |
| 4547 - Riddle Tractor Sales (Lawrence County Equip.) | 17-(21) gal oil, 2 filters for units 756, 758 & 760 | 04/12/2024 | 847.23 |
| 4845 - RPM Machinery, LLC | 17 - #839 wheel assy | 04/12/2024 | 559.10 |
| 19681 - Southeastern Equipment Co, INC | 17 - #598 strap assy | 04/12/2024 | 811.33 |
| 54351 - Sternberg, INC | 17-Fuel filter for unit 485 | 04/12/2024 | 114.75 |
| 54351 - Sternberg, INC | 17-RealID Mirror for unit 485 | 04/12/2024 | 522.07 |
| 54351 - Sternberg, INC | 17-Aryan Remanalt and belt V- Ribbelt3B for unit 680 | 04/12/2024 | 544.46 |
| 54351 - Sternberg, INC | 17-(4) breakeshed drums, (1) remanufactured shed for unit 050 | 04/12/2024 | 747.69 |
| 5333 - Total Truck Parts, INC | 17-Power Steering reserv for unit 444 | 04/12/2024 | 211.85 |
| 2096 - West Side Tractor Sales CO. | 17-Travel warning alarm for 457 | 04/12/2024 | 314.37 |
| 2096 - West Side Tractor Sales CO. | 17-Oil filter, (2) filter elements for unit 664 | 04/12/2024 | 121.97 |
| 2096 - West Side Tractor Sales CO. | 17-Seal Kit for unit 866 | 04/12/2024 | 264.69 |
| 2096 - West Side Tractor Sales CO. | 17-Dipsticks (2) for unit 781 | 04/12/2024 | 288.49 |
| 2096 - West Side Tractor Sales CO. | 17-(7) plow bolt, cutting edge (7) 3/4 nuts for unit 664 | 04/12/2024 | 428.06 |



Board of Public Works Claim Register

Invoice Date Range 03/29/24 - 04/12/24

| | | | | |
|---|--|-------------|----------------------------|--------------------|
| 2096 - West Side Tractor Sales CO. | 17 - #617 repairs to cylinders and hyd | | 04/12/2024 | 7,432.86 |
| 8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse) | 17-Coil ASY - Ignition for unit 254 | | 04/12/2024 | 112.00 |
| 8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse) | 17-(2) Coil ASY - Ignition for unit 254 | | 04/12/2024 | 224.00 |
| 8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse) | 17-(4) Sensor ASM-HTD OXY for unit 750 | | 04/12/2024 | 245.18 |
| 8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse) | 17-(30) oil filters for stock | | 04/12/2024 | 245.46 |
| Account 52320 - Motor Vehicle Repair Totals | | | Invoice 60 Transactions | \$39,279.64 |
| Account 52420 - Other Supplies | | | | |
| 8541 - Amazon.com Sales, INC (Amazon.com Services LLC) | 17-supplies to repair generator-gasket set kit, piston/rings | | 04/12/2024 | 29.18 |
| 177 - Indiana Oxygen Company, INC | 17-22 Lb of mild steel wire for shop welding | | 04/12/2024 | 58.85 |
| 8658 - Kleindorfer's Hardware LLC | 17-NCV Plug for unit 4000 | | 04/12/2024 | 9.29 |
| 8658 - Kleindorfer's Hardware LLC | 17-(2) male ball joints, (2) 1/2 jam NVT for unit 400 | | 04/12/2024 | 33.58 |
| 8181 - Lawson Products, INC | 17-barb-lock fittings, hose clamp, drill bits, maint. paint | | 04/12/2024 | 1,041.25 |
| 7668 - Michael J Wiles (Mikes Equipment Service) | 17 - shop parts for tire machine-demount head | | 04/12/2024 | 76.90 |
| Account 52420 - Other Supplies Totals | | | Invoice 6 Transactions | \$1,249.05 |
| Account 53140 - Exterminator Services | | | | |
| 51538 - Economy Termite & Pest Control, INC | 17-monthly pest control-3/19/24 | BC 2023-070 | 04/12/2024 | 95.00 |
| Account 53140 - Exterminator Services Totals | | | Invoice 1 Transactions | \$95.00 |
| Account 53620 - Motor Repairs | | | | |
| 4336 - American Eagle Auto Glass of Terre Haute, INC | 17-window replacement for unit 116 | | 04/12/2024 | 200.00 |
| 4474 - Ken's Westside Service & Towing, LLC | 17 - tow unit 634 on 03/25/24 | | 04/12/2024 | 95.00 |
| 4474 - Ken's Westside Service & Towing, LLC | 17 - tow unit 634 on 03/14/24 | | 04/12/2024 | 125.00 |
| 4474 - Ken's Westside Service & Towing, LLC | 17 - tow unit 706 on 03/18/24 | | 04/12/2024 | 156.00 |
| 2096 - West Side Tractor Sales CO. | 17 - #617 repairs to cylinders and hyd | | 04/12/2024 | 7,514.85 |
| 6476 - Samuel D Wray (Wray Automotive) | 17 - alignment for unit 1210 | | 04/12/2024 | 100.00 |
| Account 53620 - Motor Repairs Totals | | | Invoice 6 Transactions | \$8,190.85 |



Board of Public Works Claim Register

Invoice Date Range 03/29/24 - 04/12/24

Account 53650 - Other Repairs

| | | | | |
|---|--|-------------|------------------------|------------|
| 3286 - Peacetree, INC (PEI Maintenance) | 17-Reprogrammed fuelmaster for prox cards for fuel site | BC 2022-058 | 04/12/2024 | 237.50 |
| 3286 - Peacetree, INC (PEI Maintenance) | 17-Replaced bad leak detector at fuel site | BC 2022-058 | 04/12/2024 | 520.00 |
| 3286 - Peacetree, INC (PEI Maintenance) | 17-Replace vents on tnks, valve dspnsr, leak dtctr for fuel site | BC 2022-058 | 04/12/2024 | 1,597.21 |
| Account 53650 - Other Repairs Totals | | | Invoice 3 Transactions | \$2,354.71 |

Account 53920 - Laundry and Other Sanitation Services

| | | | | |
|---|---|--|------------------------|----------|
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-mat/towel services-2/28/24 | | 04/12/2024 | 93.35 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-uniform rental (minus payroll ded)-2/28/24 | | 04/12/2024 | 20.16 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-mat/towel services-3/6/24 | | 04/12/2024 | 93.35 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-uniform rental (minus payroll ded)-3/6/24 | | 04/12/2024 | 20.16 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-mat/towel services-3/13/24 | | 04/12/2024 | 93.35 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-uniform rental (minus payroll ded)-3/13/24 | | 04/12/2024 | 20.16 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-mat/towel services-3/20/24 | | 04/12/2024 | 93.35 |
| 19171 - Aramark Uniform & Career Apparel Group, INC | 17-uniform rental (minus payroll ded)-3/20/24 | | 04/12/2024 | 20.16 |
| Account 53920 - Laundry and Other Sanitation Services Totals | | | Invoice 8 Transactions | \$454.04 |

Account 53990 - Other Services and Charges

| | | | | |
|--|---|--|-------------------------|--------------|
| 3560 - First Financial Bank / Credit Cards | 17 - title fees for City vehicle unit 591-3/2/24 | | 04/12/2024 | 45.00 |
| 3560 - First Financial Bank / Credit Cards | 17 - title fees for City vehicle unit 966-3/16/24 | | 04/12/2024 | 45.00 |
| 3560 - First Financial Bank / Credit Cards | 17 - title fees for City vehicle unit 4921-3/2/24 | | 04/12/2024 | 45.00 |
| 5383 - Michael Glenn Sciscoe | 17 - parking reimbursement for truck show-Indy-3/6/2024 | | 04/12/2024 | 13.00 |
| Account 53990 - Other Services and Charges Totals | | | Invoice 4 Transactions | \$148.00 |
| Program 170000 - Main Totals | | | Invoice 95 Transactions | \$107,960.24 |
| Department 17 - Fleet Maintenance Totals | | | Invoice 95 Transactions | \$107,960.24 |
| Fund 802 - Fleet Maintenance(\$9500) Totals | | | Invoice 95 Transactions | \$107,960.24 |

Fund 804 - Insurance Voluntary Trust



Board of Public Works Claim Register

Invoice Date Range 03/29/24 - 04/12/24

Department **12 - Human Resources**

Program **120000 - Main**

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

| | | | |
|---|------------------|------------|------------------------------------|
| 17785 - The Howard E. Nyhart Company, INC | 12-City URM | 04/01/2024 | 80.81 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 04/01/2024 | 26.27 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City URM | 04/01/2024 | 248.59 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 04/01/2024 | 314.51 |
| Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals | | | Invoice 4 Transactions \$670.18 |

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

| | | | |
|---|------------------|------------|-----------------------------------|
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 04/01/2024 | 24.97 |
| 17785 - The Howard E. Nyhart Company, INC | 12-City/Util URM | 04/01/2024 | 35.00 |
| Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals | | | Invoice 2 Transactions \$59.97 |

Program **120000 - Main Totals**

Department **12 - Human Resources Totals**

Fund **804 - Insurance Voluntary Trust Totals**

| | |
|---------------------------|----------|
| Invoice 6 Transactions | \$730.15 |
| Invoice 6 Transactions | \$730.15 |
| Invoice 6 Transactions | \$730.15 |

Fund **978 - City 2016 GO Bond Proceeds**

Department **06 - Controller's Office**

Program **06016C - 2016 C Jackson Trail**

Account **54310 - Improvements Other Than Building**

| | | | | |
|--|---|------------|------------|------------------------------------|
| 16 - Butler, Fairman & Seufert, INC | 13-Jackson Creek Trail Phase 2_Design-10/01/22-04/30/23 | BC 2019-11 | 04/12/2024 | 316.10 |
| Account 54310 - Improvements Other Than Building Totals | | | | Invoice 1 Transactions \$316.10 |
| Program 06016C - 2016 C Jackson Trail Totals | | | | Invoice 1 Transactions \$316.10 |
| Department 06 - Controller's Office Totals | | | | Invoice 1 Transactions \$316.10 |
| Fund 978 - City 2016 GO Bond Proceeds Totals | | | | Invoice 1 Transactions \$316.10 |

Fund **986 - GO Bonds 2022**



Board of Public Works Claim Register

Invoice Date Range 03/29/24 - 04/12/24

Department **06 - Controller's Office**
 Program **060000 - Main**
 Account **54510 - Other Capital Outlays**

16 - Butler, Fairman & Seufert, INC

| | | | |
|--|------------------------|------------|-------------|
| 07-High Street Multiuse Path & Intersections 01/1-01/31/24 | BC 2022-063 | 04/12/2024 | 44,300.00 |
| Account 54510 - Other Capital Outlays Totals | Invoice 1 | | \$44,300.00 |
| Program 060000 - Main Totals | Transactions Invoice 1 | | \$44,300.00 |
| Department 06 - Controller's Office Totals | Transactions Invoice 1 | | \$44,300.00 |
| Fund 986 - GO Bonds 2022 Totals | Transactions Invoice 1 | | \$44,300.00 |
| | Transactions | | |

Fund **987 - Econ Dev LIT Bonds of 2022**

Department **06 - Controller's Office**
 Program **060000 - Main**
 Account **53170 - Mgt. Fee, Consultants, and Workshops**

3909 - Applied Engineering Services, INC

| | | | |
|--|--|------------|----------|
| 06-LEED commissioning serv-Showers West-serv from 11/30/23 | | 04/12/2024 | 6,300.00 |
|--|--|------------|----------|

3909 - Applied Engineering Services, INC

| | | | |
|--|--|------------|----------|
| 06-LEED commissioning Serv-Showers West-serv from 10/27/23 | | 04/12/2024 | 3,150.00 |
|--|--|------------|----------|

| | | | |
|--|--------------|--|------------|
| Account 53170 - Mgt. Fee, Consultants, and Workshops Totals | Invoice 2 | | \$9,450.00 |
| | Transactions | | |

Account **54510 - Other Capital Outlays**

8949 - BFU, INC (Bynum Fanyo Utilities)

| | | | |
|--|--|------------|-----------|
| 06-Pay Out for lease Showers West-RDC Resolution 24-12 | | 04/03/2024 | 15,000.00 |
|--|--|------------|-----------|

| | | | |
|---|-----------|--|-------------|
| Account 54510 - Other Capital Outlays Totals | Invoice 1 | | \$15,000.00 |
|---|-----------|--|-------------|

| | | | |
|-------------------------------------|------------------------|--|-------------|
| Program 060000 - Main Totals | Transactions Invoice 3 | | \$24,450.00 |
|-------------------------------------|------------------------|--|-------------|

| | | | |
|---|------------------------|--|-------------|
| Department 06 - Controller's Office Totals | Transactions Invoice 3 | | \$24,450.00 |
|---|------------------------|--|-------------|

| | | | |
|---|------------------------|--|-------------|
| Fund 987 - Econ Dev LIT Bonds of 2022 Totals | Transactions Invoice 3 | | \$24,450.00 |
|---|------------------------|--|-------------|

| | | | |
|--------------|--------------------------|--|----------------|
| Grand Totals | Transactions Invoice 326 | | \$1,620,847.08 |
|--------------|--------------------------|--|----------------|

Transactions

REGISTER OF CLAIMS
Board of Public Works Claim Register

| Date: | Type of Claim | FUND | Description | Bank Transfer | Amount |
|----------|---------------|------|-------------|---------------|-----------------------|
| 04/12/24 | Claims | | | | \$1,620,847.08 |
| | | | | | <u>\$1,620,847.08</u> |

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,620,847.08

Dated this 9th day of April year of 2024.

 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 Office _____