

Board of Public Works Meeting

May 23, 2023



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

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

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

**AGENDA
BOARD OF PUBLIC WORKS
MAY 23, 2023**

A Regular Meeting of the Board of Public Work will be held Tuesday, May 23, 2023 at 5:30 p.m. in the Council Chambers (Rm #115) of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana and via Zoom by using the following link: <https://bloomington.zoom.us/j/86306516924?pwd=dG1QeXdOcmg0cWZVYVRkQ2JtZlE1Zz09>

Meeting ID: 863 0651 6924 Passcode: 271747

I. MESSAGES FROM BOARD MEMBERS

II. APPEALS

1. Appeal Noise Violation # 40524; 437 E. 16th Street
2. Appeal Noise Violation # 40505; 1002 E. Maxwell Lane

III. PETITIONS AND REMONSTRANCES

IV. CONSENT AGENDA

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

V. NEW BUSINESS

1. Noise Permit Request from City of Bloomington Utilities for Conduit Installation from Dunn to Indiana. (June 05-June30)
2. Contract with E&B Paving, LLC. for the E. 3rd & W. Country Club Drive Resurfacing Project
3. Contract with Milestone Contractors, LP for the Hopewell Phase I East Infrastructure Project
4. Lane and Sidewalk Closure Request from Centerpoint on N. Kinser Pike (May 30-July 28)
5. Lane and Sidewalk Closure Request from Gilliatte General Contractors on S. Clarizz Blvd (May 29-July 07)
6. Lane Closure Request from Gilliatte General Contractors on S. Kingston Dr. (June 26-July28, 2023)
7. Lane and Sidewalk Closure Request from Crown Castle on N. Dunn St. (5 days)
8. Lane and Sidewalk Closure Request from Lineal Contracting on W. 1st St. (May 26- June 20, 2023)
9. Permit Extension Request from Red Truck LLC for Dumpster placement on E. 6th Street (May 31-June17)
10. Right-of-Way Encroachment Request from Rita's Italian Ice for a Walk-up Window

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

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

STAFF REPORT
NOV APPEAL (noise)

Appellant Information:

Name: Sean Wracher
Address: 437 E 16th St
Bloomington, IN
Date Appealed: April 28, 2023

NOV Information:

Date Issued: March 25, 2023
By: Officer Dorman
Where: 437 E 16th St
For: Unreasonable Noise

Attachments:

1. Notice of Violation
2. Dispatch Records
3. Noise Appeal
4. Proposed Order

Controlling Ordinances and Language:

BMC § 14.09.030(c)(4). It shall be a violation of this chapter to play, use, operate or allow to be played, used, or operated any radio, television, digital media player, loudspeaker, sound amplifier, musical instrument, or any other machine or device for producing or reproducing sound in such a manner that the sound produced persists continuously or intermittently for a period of at least fifteen minutes and can be heard outside the immediate premises from the location of the emitter by a person with normal hearing. Sound that is clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of nine p.m. and seven a.m., is prima facie evidence of a violation of this section.

BMC § 14.09.030(b). Except as otherwise provided in this chapter, it shall be unlawful for any person to cause or make any unreasonable noise or to allow any unreasonable noise to be caused or made in or on any real or personal property occupied or controlled by that person.

BMC § 14.09.070(b). *Any person violating any of the provisions of this chapter, shall, upon a written finding of violation signed by the enforcement officer, be subject to an initial penalty of fifty dollars.* Each day such violation is committed or permitted to continue shall constitute a separate offense. A second violation in any twelve-month period is subject to a fine or penalty of one hundred dollars and subsequent violations within a twelve month period are subject to a fine or penalty of five hundred dollars. (emphasis added)

Discussion:

1. At approximately 4:35 p.m. on April 21, 2023, the Bloomington Police Department received a complaint regarding unreasonable noise at the property located at 437 E 16th St (the “Property”). Officer Chad Dorman of the Bloomington Police Department, responded to the noise complaint and arrived on scene at approximately 4:52 p.m. on April 21, 2023.
2. While approaching the Property, but before entering the Property, Officer Dorman was able to clearly hear music and to identify that the sound was coming from the Property.
3. At 4:54 p.m. on April 21, 2023, Officer Dorman made contact with Sean Wracher (“Appellant”) who is the occupant and tenant of the Property. Appellant was issued a ticket for unreasonable noise, and assessed a fine of \$50.
4. Appellant appealed the NOV.
5. The facts establish that the noise was unreasonable because the Appellant operated or caused to be operated loudspeakers in such a manner that the sound produced persisted continuously or intermittently for a period of at least 15 minutes and could be heard outside the immediate premises by Officer Dorman, a person with ordinary hearing.
6. Appellant occupies and has control of this property and is, therefore, a person who can and should be held responsible for this violation.
7. A fine of \$50 is appropriate because this is the first noise violation issued to Appellant and at this Property in a 12-month period

Staff Recommendation:

1. The appeal should be denied.

05/08/23
09:59

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

337
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Call Number: 230421263

Nature: NOISE
Reported: 16:35:19 04/21/23
Rcvd By: STURGEON H How Rcvd: T
Occ Btw: 16:35:19 04/21/23 and 16:36:19 04/21/23
Type: 1
Priority: 4

Address: 433 E 16TH ST
City: BLOOMINGTON

Alarm:

COMPLAINANT/CONTACT

Complainant: , Name#:
Race: Sex: DOB: **/**/**
Address: ,
Home Phone: Work Phone:

Contact: REFUSED
Address:
Phone:

RADIO LOG

Dispatcher	Time/Date	Unit	Code	Zone	Agnc	Description
SWEEDEN R	16:50:53 04/21/23	1697	ER	LB2	BPD	(MDC) Enroute to a call incid#=B23-20590 call=2641
DECKARD C	16:51:02 04/21/23	1725	ENRT	LB2	BPD	(MDC) Assisting unit 1697 incid#=B23-20590 call=2641
DORMAN C	16:51:04 04/21/23	1747	ENRT	LB2	BPD	(MDC) Assisting unit 1697 incid#=B23-20590 call=2641
CRUSSEN R	16:51:31 04/21/23	1270	ENRT	LB2	BPD	(MDC) Assisting unit 1697 incid#=B23-20590 call=2641
GROVER L	16:51:46 04/21/23	1746	ENRT	LB2	BPD	(MDC) Assisting unit 1697 incid#=B23-20590 call=2641
GROVER L	16:51:50 04/21/23	1746	ER	LB2	BPD	(MDC) Assigned as Responsible Unit for call 230421263
RAYBOULD B	16:51:52 04/21/23	1725	ER	LB2	BPD	Assigned as Responsible Unit for call 230421263
SNIDER T	16:52:00 04/21/23	1748	ENRT	LB2	BPD	(MDC) Assisting unit 1725 incid#=B23-20590 call=2641
SWEEDEN R	16:52:02 04/21/23	1697	CE	LB2	BPD	(MDC) Completed call incid#=B23-20590 call=2641
RAYBOULD B	16:52:11 04/21/23	1748	ER	LB2	BPD	Assigned as Responsible Unit for call 230421263
SNIDER T	16:52:15 04/21/23	1748	ER	LB2	BPD	(MDC) Assigned as Responsible Unit for call 230421263
DECKARD C	16:52:16 04/21/23	1725	CE	LB2	BPD	(MDC) Completed call incid#=B23-20590 call=2641

05/08/23
09:59

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

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GROVER L	16:52:24	04/21/23	1746	AR	LB2	BPD	(MDC) Arrived on scene incid#=B23-20590 call=2641
SNIDER T	16:52:35	04/21/23	1748	AR	LB2	BPD	(MDC) Arrived on scene incid#=B23-20590 call=2641
DORMAN C	16:52:40	04/21/23	1747	AR	LB2	BPD	(MDC) Arrived on scene incid#=B23-20590 call=2641
CRUSSEN R	16:53:25	04/21/23	1270	CE	LB2	BPD	(MDC) Completed call incid#=B23-20590 call=2641
SNIDER T	16:59:01	04/21/23	1748	NMIN	LB1	BPD	MDC: name=WRACHER, SEAN dob=12/21/2000 sex=M state=OH
SNIDER T	16:59:02	04/21/23	1748	DLIN	LB1	BPD	MDC: name=WRACHER, SEAN dob=12/21/2000 sex=M state=OH
GROVER L	17:05:05	04/21/23	1746	CE	LB2	BPD	(MDC) Completed call incid#=B23-20590 call=2641
DORMAN C	17:05:31	04/21/23	1747	CE	LB2	BPD	(MDC) Completed call incid#=B23-20590 call=2641
DORMAN C	17:05:44	04/21/23	1747	ENRT	LB2	BPD	(MDC) Assisting unit 1748 incid#=B23-20590 call=2641
DORMAN C	17:05:48	04/21/23	1747	ER	LB2	BPD	(MDC) Assigned as Responsible Unit for call 230421263
DORMAN C	17:05:50	04/21/23	1747	AR	LB2	BPD	(MDC) Arrived on scene incid#=B23-20590 call=2641
SNIDER T	17:05:53	04/21/23	1748	CE	LB2	BPD	(MDC) Completed call incid#=B23-20590 call=2641
DORMAN C	17:06:00	04/21/23	1747	CE	LB2	BPD	(MDC) Completed call incid#=B23-20590 call=2641

COMMENTS

16:36:14 04/21/2023 - STURGEON H
LOUD MUSIC WITH EXTREME BASS, PARTY SPILLING OUT IN TO THE STREET AND ILLEGAL
PARKING
16:51:51 04/21/2023 - GROVER L
Unit 1746 has replaced Unit 1697 as the responsible unit on call 2641
16:52:16 04/21/2023 - SNIDER T
Unit 1748 has replaced Unit 1725 as the responsible unit on call 2641
16:54:36 04/21/2023 - RAYBOULD B
Address change from 409 E 16TH ST to 433 E 16TH ST
17:05:48 04/21/2023 - DORMAN C
Unit 1747 has replaced Unit 1748 as the responsible unit on call 2641

UNIT HISTORY

Unit	Time/Date	Code
1270	16:51:31 04/21/23	ENRT
1270	16:53:25 04/21/23	CE
1697	16:50:53 04/21/23	ER
1697	16:52:02 04/21/23	CE
1725	16:51:02 04/21/23	ENRT
1725	16:51:52 04/21/23	ER
1725	16:52:16 04/21/23	CE
1746	16:51:46 04/21/23	ENRT

05/08/23
09:59

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

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1746	16:51:50	04/21/23	ER
1746	16:52:24	04/21/23	AR
1746	17:05:05	04/21/23	CE
1747	16:51:04	04/21/23	ENRT
1747	16:52:40	04/21/23	AR
1747	17:05:31	04/21/23	CE
1747	17:05:44	04/21/23	ENRT
1747	17:05:48	04/21/23	ER
1747	17:05:50	04/21/23	AR
1747	17:06:00	04/21/23	CE
1748	16:52:00	04/21/23	ENRT
1748	16:52:11	04/21/23	ER
1748	16:52:15	04/21/23	ER
1748	16:52:35	04/21/23	AR
1748	16:59:01	04/21/23	NMIN
1748	16:59:02	04/21/23	DLIN
1748	17:05:53	04/21/23	CE

RESPONDING OFFICERS

Unit Officer

1270 CRUSSEN R
1697 SWEEDEN R
1725 DECKARD C
1746 GROVER L
1747 DORMAN C
1748 SNIDER T

INVOLVEMENTS

Type Record# Date Description Relationship

LW B23-20590 04/21/23 NOISE B23-20590 433 E 16TH S Initiating Call

Wracher66@gmail.com



Appeal of Noise Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410
Email: Public.Works@Bloomington.IN.gov

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Noise citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **All of these documents must be submitted within seven (7) days** after the Noise citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court.

Name: Sean Wracher Phone Number 3306067638

Citation Number: 40524 Date on Noise Citation: 3/21/23
(Located in the top right hand corner of the citation)

Local Address:
437 E 16th St Bloomington, IN
47408

Permanent Address:
466 N Hametown Rd
Akron OH 44333

Today's Date: 4/28/23

Reason for Appeal: The citation states a noise violation was committed on Friday March 21st. March 21st is a Tuesday, the day the citation physically was issued is in April. Appeal should be approved for stated incorrectness.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of 4/21/23
When the Board of Public Works will consider my appeal.

[Signature]
Signature

4/28/23
Date

For use by Public Works:	
Date Appeal Received: _____	Received By: _____
Date Appeal Forwarded to Legal Department: _____	

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 40524

C15263

B2320590

The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

Day of Week Fri	Day 21	Month 03	Year 2023	Time 0454
Last Name Wracher			First Sean	MI M
Street Address 437 E. 16 th St				D.O.B. 12-21-2000
City Bloomington			State IN	Zip Code 47404
Sex M	Race W	SSN [REDACTED]		

DID COMMIT THE FOLLOWING OFFENSE:

Noise Violation

OR

Excessive Loud Noise

X

Residence

Vehicle

4 ASO
\$ \$1150
Q

Contrary to the BMC § 11.07.030

at _____, Bloomington, IN.

Officer's Signature

[Signature]

I.D. No.

1797

City of Bloomington, Indiana

Date

Signature

[Signature]

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION



City of Bloomington's Board of Public Works **Order on Appeal of Notice of Violation Ticket** **# 40524 (B23-20590)**

This matter is before the Board of Public Works for an Appeal of Notice of Violation # 40524 (B23-20590) (the "NOV") at 437 E 16th St (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on May 23, 2023.

The Board of Public Works now finds as follows:

1. Sean Wracher ("Appellant") appealed the NOV.
2. Appellant resides at the Property.
3. At approximately 4:35 p.m. on April 21, 2023, Bloomington Police Dispatch received a report of loud music and noise coming from the Property.
4. City of Bloomington Police Officer Chad Dorman responded to the call and, at approximately 4:52 p.m., while not physically on the Property, heard music and sound coming from the Property.
5. These facts establish a violation of BMC 14.09.030(c)(4) in that the sound was produced continuously or intermittently for a period of at least 15 minutes and was clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located
6. Appellant is a person under BMC 14.09.030(b) who can be held responsible for this violation.
7. The facts support a finding that the Appellant did violate BMC § 14.09 regarding unreasonable noise, and that this is Appellant's first violation of BMC § 14.09 within 12 months.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders that the Appeal of NOV # 40524 (B23-20590) is denied.

So Ordered this 23rd Day of May, 2023.

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

STAFF REPORT
NOV APPEAL (noise)

Appellant Information:

Name: Shelby Durham
Address: 1002 E Maxwell Ln
Bloomington, IN
Date Appealed: March 27, 2023

NOV Information:

Date Issued: March 25, 2023
By: Officer Dorman
Where: 1002 E Maxwell Ln
For: Unreasonable Noise

Attachments:

1. Notice of Violation
2. Dispatch Records
3. Noise Appeal
4. Proposed Order

Controlling Ordinances and Language:

BMC § 14.09.030(c)(4). It shall be a violation of this chapter to play, use, operate or allow to be played, used, or operated any radio, television, digital media player, loudspeaker, sound amplifier, musical instrument, or any other machine or device for producing or reproducing sound in such a manner that the sound produced persists continuously or intermittently for a period of at least fifteen minutes and can be heard outside the immediate premises from the location of the emitter by a person with normal hearing. Sound that is clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located, when the sound occurs between the hours of nine p.m. and seven a.m., is prima facie evidence of a violation of this section.

BMC § 14.09.030(b). Except as otherwise provided in this chapter, it shall be unlawful for any person to cause or make any unreasonable noise or to allow any unreasonable noise to be caused or made in or on any real or personal property occupied or controlled by that person.

BMC § 14.09.070(b). *Any person violating any of the provisions of this chapter, shall, upon a written finding of violation signed by the enforcement officer, be subject to an initial penalty of fifty dollars.* Each day such violation is committed or permitted to continue shall constitute a separate offense. A second violation in any twelve-month period is subject to a fine or penalty of one hundred dollars and subsequent violations within a twelve month period are subject to a fine or penalty of five hundred dollars. (emphasis added)

Discussion:

1. At approximately 5:15 p.m. on March 25, 2023, the Bloomington Police Department received a complaint regarding unreasonable noise at the property located at 1002 E. Maxwell Ln (the "Property"). Officer Chad Dorman of the Bloomington Police Department, responded to the noise complaint and arrived on scene at approximately 5:50 p.m. on March 25, 2023.
2. While approaching the Property, but before entering the Property, Officer Dorman was able to clearly hear music and to identify that the sound was coming from the Property.
3. At 5:51 p.m. on March 25, 2023, Officer Dorman made contact with Shelby Durham ("Appellant") who is the occupant and tenant of the Property. Appellant was issued a ticket for unreasonable noise, and assessed a fine of \$50.
4. Appellant appealed the NOV.
5. The facts establish that the noise was unreasonable because the Appellant operated or caused to be operated loudspeakers and musical instruments in such a manner that the sound produced persisted continuously or intermittently for a period of at least 15 minutes and could be heard outside the immediate premises by Officer Dorman, a person with ordinary hearing.
6. Appellant occupies and has control of this property and is, therefore, a person who can and should be held responsible for this violation.
7. A fine of \$50 is appropriate because this is the first noise violation issued to Appellant and at this Property in a 12-month period

Staff Recommendation:

1. The appeal should be denied.

03/30/23
09:05

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

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Call Number: 230325190

Nature: NOISE
Reported: 17:15:41 03/25/23
Rcvd By: MANUEL J How Rcvd: T
Occ Btwn: 17:15:41 03/25/23 and 17:16:30 03/25/23
Type: 1
Priority: 4

Address: 1002 E MAXWELL LN
City: BLOOMINGTON

Alarm:

COMPLAINANT/CONTACT

Complainant: , Name#:
Race: Sex: DOB: **/**/**
Address: ,
Home Phone: Work Phone:

Contact: JACOBSON. ERIC
Address:
Phone:

RADIO LOG

Dispatcher	Time/Date	Unit	Code	Zone	Agnc	Description
HOPPE J	17:45:12 03/25/23	1708	ER	LB3	BPD	(MDC) Enroute to a call incid#=B23-14968 call=1911
DORMAN C	17:45:44 03/25/23	1747	ENRT	LB3	BPD	(MDC) Assisting unit 1708 incid#=B23-14968 call=1911
DORMAN C	17:49:28 03/25/23	1747	AR	LB3	BPD	(MDC) Arrived on scene incid#=B23-14968 call=1911
HOPPE J	17:49:34 03/25/23	1708	AR	LB3	BPD	(MDC) Arrived on scene incid#=B23-14968 call=1911
DORMAN C	18:00:02 03/25/23	1747	AR	LB3	BPD	(MDC) Assigned as Responsible Unit for call 230325190
HOPPE J	18:00:23 03/25/23	1708	CE	LB3	BPD	(MDC) Completed call incid#=B23-14968 call=1911
DORMAN C	18:01:09 03/25/23	1747	CE	LB3	BPD	(MDC) Completed call incid#=B23-14968 call=1911

COMMENTS

17:15:56 03/25/2023 - MANUEL J
LOUD MUSIC/ PARTY
18:00:02 03/25/2023 - DORMAN C
Unit 1747 has replaced Unit 1708 as the responsible unit on call 1911

03/30/23
09:05

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

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UNIT HISTORY

Unit	Time/Date	Code
1708	17:45:12 03/25/23	ER
1708	17:49:34 03/25/23	AR
1708	18:00:23 03/25/23	CE
1747	17:45:44 03/25/23	ENRT
1747	17:49:28 03/25/23	AR
1747	18:00:02 03/25/23	AR
1747	18:01:09 03/25/23	CE

RESPONDING OFFICERS

Unit	Officer
1708	HOPPE J
1747	DORMAN C

INVOLVEMENTS

Type	Record#	Date	Description	Relationship
LW	B23-14968	03/25/23	NOISE B23-14968 1002 E MAXWE	Initiating Call



Appeal of Noise Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410
Email: Public.Works@Bloomington.IN.gov

sdurham1224@gmail.com

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Noise citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **All of these documents must be submitted within seven (7) days** after the Noise citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit Court.

Name: Shelby Durham Phone Number 270-519-2114

Citation Number: _____ Date on Noise Citation: 3/25/23
(Located in the top right hand corner of the citation)

Local Address:
1002 East Maxwell Lane
Bloomington, IN 47401

Permanent Address:
1002 East Maxwell Lane
Bloomington, IN 47401

Today's Date: 3/27/23

Reason for Appeal: The police officer who issued the ticket recommended I appeal the ticket. We recieved a complaint for an ~~event~~ outdoor concert benefitting the organization Girls Rock Bloomington. The concert was held within daylight hours and because of that, we were under the impression our activity was lawful. There was no drug or alcohol on the premises.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of _____
When the Board of Public Works will consider my appeal.

Shelby Durham
Signature

3/27/23
Date

For use by Public Works:
Date Appeal Received: _____ Received By: _____
Date Appeal Forwarded to Legal Department: _____

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 40505

B23-14966

The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

Day of Week SAT	Day 25	Month 03	Year 2023	Time 1751
Last Name Durham		First Shelby	MI L	
Street Address 1002 E. Maxwell Ln			D.O.B.	
City Bloomington		State IN	Zip Code 47405	
Sex F	Race W	SSN/OLN [REDACTED]		
DID COMMIT THE FOLLOWING OFFENSE: Noise Violation				
OR				
Excessive Loud Noise				
X Residence		Vehicle		
Contrary to the BMC § 14.09.030				
at _____, Bloomington, IN.				
Officer's Signature [Signature]			I.D. No. 1747	
City of Bloomington, Indiana				
Date _____				
Signature [Signature]				
Your signature is not an admission of guilt.				
SEE OTHER SIDE FOR ADDITIONAL INFORMATION				

City of Bloomington's Board of Public Works **Order on Appeal of Notice of Violation Ticket** **# 40505 (B23-14968)**

This matter is before the Board of Public Works for an Appeal of Notice of Violation # 40505 (B23-14968) (the "NOV") at 1002 E Maxwell Ln (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on May 23, 2023.

The Board of Public Works now finds as follows:

1. Shelby Durham ("Appellant") appealed the NOV.
2. Appellant resides at the Property.
3. At approximately 5:15 p.m. on March 25, 2023, Bloomington Police Dispatch received a report of loud music and noise coming from the Property.
4. City of Bloomington Police Officer Chad Dorman responded to the call and, at approximately 5:50 p.m., while not physically on the Property, heard music and sound coming from the Property.
5. These facts establish a violation of BMC 14.09.030(c)(4) in that the sound was produced continuously or intermittently for a period of at least 15 minutes and was clearly audible to a person with normal hearing from any place other than the premises from which the source of the sound is located
6. Appellant is a person under BMC 14.09.030(b) who can be held responsible for this violation.
7. The facts support a finding that the Appellant did violate BMC § 14.09 regarding unreasonable noise, and that this is Appellant's first violation of BMC § 14.09 within 12 months.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders that the Appeal of NOV # 40505 (B23-14968) is denied.

So Ordered this 23rd Day of May, 2023.

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

The Board of Public Works meeting was held Tuesday, May 09, 2023 at 5:30 pm in the Council Chambers of City Hall at 401 N. Morton St., Bloomington, Indiana and virtually through Zoom with Kyla Cox Deckard presiding.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

Present: Kyla Cox Deckard
Elizabeth Karon
Jennifer Lloyd

ROLL CALL

City Staff: Adam Wason - Public Works
April Rosenberger -Public Works
Patrick Dierkes - Engineering
Mike Stewart – Engineering
Jason Kerr - Engineering
Alex Gray – Engineering
Aleks Pratt – City Legal

None

MESSAGES FROM BOARD MEMBERS

None

PETITIONS& REMONSTRANCES

1. Approval of Minutes; April 25, 2023
2. Resolution 2023-22; Renew Mobile Vendor; Doner Kebab
3. Noise Permit Request from Smock Fansler for Overnight Construction on 10th & Jefferson
4. Amendment #1 for the Jackson Creek Trail PH II Project
5. Change Order #3 for the Jackson Creek Trail PH II Project
6. Approval of Payroll

CONSENT AGENDA

Board Comments: None.

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

Patrick Dierkes, Engineering, presented Addendum #3 to LPA Consulting Contract with VS Engineering, Inc. for the 1st St. Reconstruction Project. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Addendum #3 to LPA Consulting Contract with VS Engineering, Inc. for the 1st St. Reconstruction Project. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

NEW BUSINESS
Addendum #3 to LPA- Consulting Contract with VS Engineering, Inc. for the 1st St. Reconstruction Project

Mike Stewart, Engineering, presented Resolution 2023-24; Order to Remove Structure within Public Right-of-Way at 431 E. Wylie Street. See meeting packet for details.

Resolution 2023-24; Order to Remove Structure within Public Right-of-Way at 431 E. Wylie Street

Adam Wason, Public Works, recommended not making a formal decision until staff had additional time to review.

Board Comments: Cox Deckard asked to clarify the recommendation of tabling the item. Wason confirmed that after public comment is heard, he recommends that the Board table this item. Wason asked Stewart to follow up on the topic of parking on unimproved surfaces. Stewart explained the Unified Development Ordinance, which explains what an unimproved surface is considered. Karon asked if Planning and Transportation stated that vehicles, including boats, must be parked on an improved surface. Stewart confirmed. Karon asked Stewart to repeat the second part of his earlier answer. Stewart stated that Planning and Transportation does not require an improved access to a parked vehicle, just that said vehicle needs to be on an improved surface underneath it.

Public Comment: Phillip Zook, property owner, stated the structure in question has been there for 40 years and that he maintains the property around it. He stated he is willing to move the structure but does not want the grass easement to be driven on because it will create further deterioration of the property.

Amy Stupka, neighboring property owner, stated she and her husband are unable to access the back of their property because of the structure. They have a sailboat that they are unable to get off their property and need the structure to be moved so they are able to use the access. Wason asked Stupka if her intention would be to drive their vehicles on the unimproved, grassy area. She stated it would be a very minimal amount if so. Wason again recommended the request be tabled until staff have additional time to review.

Cox Deckard made a motion to table Resolution 2023-24; Order to Remove Structure within Public Right-of-Way at 431 E. Wylie Street. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Jason Kerr, Engineering, presented Lane Closure Request from Centerpoint Energy on E. 13th and E. 14th St. (May 15, 2023-June 30, 2023). See meeting packet for details.

Lane Closure Request from Centerpoint Energy on E. 13th and E. 14th St. (May 15, 2023-June 30, 2023)

Board Comments: None

Karon made a motion to approve Lane Closure Request from Centerpoint Energy on E. 13th and E. 14th St. (May 15, 2023-June 30, 2023). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Jason Kerr, Engineering, presented Sidewalk Closure Request from Gilliatte General Contractors along S. Grant Street (May 10, 2023-May 31, 2023). See meeting packet for details.

Sidewalk Closure Request from Gilliatte General Contractors along S. Grant Street (May 10, 2023-May 31, 2023)

Board Comments: None

Karon made a motion to approve Sidewalk Closure Request from Gilliatte General Contractors along S. Grant Street (May 10, 2023-May 31, 2023). Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Alex Gray, Engineering, presented Lane and Sidewalk Closures Request from Duke Energy on W. 1st Street (June 05, 2023- July 14, 2023). See meeting packet for details. Gray clarified the dates of the closure extend to July 21, 2023.

Lane and Sidewalk Closure Request from Duke Energy on W. 1st Street (June 05, 2023-July 14, 2023)

Board Comments: Karon clarified that this project is in the area of W. Wiley Street while the previous tabled item is for E. Wiley

Karon made a motion to approve Lane and Sidewalk Closure Request from Duke Energy on W. 1st Street (June 05, 2023- July 21, 2023). Lloyd seconded. Cox Deckard took a roll call

vote. All in favor, motion is passed.

Alex Gray Engineering, presented Sidewalk Closure Request from Bone Dry Commercial Roofing on E. 6th Street near N. Walnut (May 16, 2023- May 20, 2023). Dates of closure were changed from May 22, 2023 – May 29, 2023) See meeting packet for details.

**Sidewalk Closure Request
from Bone Dry Commercial
Roofing on E. 6th Street near N.
Walnut (May 16, 2023- May
20, 2023)**

Board Comments: Cox Deckard asked if it was through Memorial Day. Gray said they may not use the entire time. Wason asked if the closure could be the Friday afternoon before the holiday. Norma Sessamen, contractor, stated the area would be clean of debris and the sidewalk can be clear. Wason asked if they would be working on Memorial Day and if the closure would need to be extended. Sessamen stated it would be a good idea since they won't be able to work the weekend.

Lloyd made a motion to approve Sidewalk Closure Request from Bone Dry Commercial Roofing on E. 6th Street near N. Walnut with the extension of time (May 22, 2023- May 31, 2023) with caveat that sidewalk will be open for the weekend of Memorial Day. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

**STAFF REPORTS AND
OTHER BUSINESS**

Wason stated the Animal Shelter is still at capacity with dogs. Paving season has started with major projects planned.

CLAIMS

Karon made a motion to approve claims in the amount of \$4,828,583.51. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

ADJOURNMENT

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

Accepted By:

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jennifer Lloyd, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Agreement for the Installation and Maintenance of Unlighted
Neighborhood Signage in Public Right of Way

Petitioner/Representative: Near West Side Historic District

Staff Representative: April Rosenberger

Meeting Date: May 23, 2023

The Near West Side Neighborhood Association applied and received a Small and Simple Grant to fund the purchase and installation of ten (10) sign toppers. The toppers will be installed on the street name marker sign poles which will identify their neighborhood to residents and the community.

The neighborhood association president, Alan Balkema, has verified with Joe VanDeventer, Director, Street Division, the specifications and installation procedures for the “sign toppers.” The Department of Public Works Staff has reviewed the neighborhood grant application and approved the proposed sign toppers and locations.

In accordance with terms of the agreement and Title 20 of the Bloomington Municipal Code, the Covenanter Neighborhood Association has agreed to purchase the “public sign” gift the “public sign” to the City and maintain the “public sign.”



**City of Bloomington
Department of Public Works
Engineering Department**

**Agreement for Installation and Maintenance of
Unlighted Neighborhood Signage in the Public Right of Way**

Specific location(s) for signage: SEE MAP PG 3

This Agreement between the City of Bloomington Department of Public Works and/or the Engineering Department (hereafter "City") and NEAR WEST SIDE Neighborhood Assn (hereinafter "Applicant") is to provide a means of installing signage at the location(s) provided above to identify and highlight the neighborhood.

An Excavation Permit is required prior to sign installation. Application for an Excavation Permit shall be made with the Engineering Department.

The Applicant identified below shall obtain written approval from the City prior to purchasing neighborhood signs. The City shall review all proposed signs and sign location(s) for such factors as potential sight obstructions and compliance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD) prior to approving the purchase of sign(s) and sign location(s).

City streets which are subject of a Neighborhood Sign Agreement shall be required to install "public signs", as said term is defined by Title 20 of the Bloomington Municipal Code. **The Applicant shall purchase the "public signs" and shall gift the said "public signs" to the City.**

The sign(s) described above and the public right of way in which the sign(s) are installed shall remain the property of the City. The City makes no commitment to maintain or reinstall the sign(s) in the event of vandalism, accidental damage, or normal wear. If, in the sole judgment of the City, it is found that the sign(s) described above is/are not meeting the terms and conditions of the Agreement, the City may revoke this Agreement and remove the sign(s).

The installed "public sign(s)" is/are subject to the following requirements:

- Number: no more than ten (10) public sign(s) shall be installed.
- Design: The design, including the material and size, shall be approved by the City prior to the gifting.
- Placement: The placement of each public sign shall be determined by the City.

The Applicant agrees that its volunteers, employees, or subcontractors are not acting as agents or employees of the City of Bloomington, and also shall agree to release the City of Bloomington from any liability arising hereunder, including from the negligence of the City, and shall indemnify the City of Bloomington against any claims which may arise due, in whole or in part, to the negligence of the Applicant in its acts or omissions pursuant to this Agreement.

This Agreement is not valid and work is not permitted until signed and approved by the City.

The Applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said Agreement issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, Agreement conditions and state statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval.

Applicant Information:

Name or Organization: Near West Side Neighborhood Assn

Contact Person (Printed Name): ALAN BALKEMA

Contact Email: alanbalkema@gmail.com Contact Phone No: 812 345-4440

Signature: Alan Balkema Date: 5/19/23

CITY OF BLOOMINGTON

Adam Wason, Director
Public Works Department

Date

Kyla Cox Deckard, President
Board of Public Works

Date

Andrew Cibor, Director
Engineering Department

Date

Beth Cate, Corporation Counsel

Date

Google Maps



6th + 7th
Adams

Kirkwood +
Pine

Elm

Waldron

Fairview

Jackson

Rogers +
6th, 7th, 8th

Map data ©2023 Google



13.25 in

6 in



2020 HALL SIGNS, INC. BRAND Proprietary Confidential Material: All Images and Information are for presentation purposes and are the sole property of Hall Signs, and may not be used for any other purpose without the express written consent of the consent of Hall Signs.

FOR INTERNAL USE ONLY:

PROJECT TYPE:

- Sign
- Address Sign
- Blanks
- Faces ONLY
- Mailbox
- Rider
- Sales Sign
- Vinyl Sign
- Custom: (Specify)
- Other: (Specify)

SETUP:

- Single Sided
- Double Sided
- Flat Blade
- Extruded
- Other: (Specify)

FACE ONLY:

- Blank
- Other: (Specify)

FINISHES:

- 3M Series (DMR/D)
- Custom: (Specify)
- New Brunswick, NJ
- Standard
- Custom: (Specify)
- Routed

HOLE SIZE/PLACEMENT:

- 40 Holes
- 3/8"
- 1/4"
- 3/16"
- 7/16"
- Other: (Specify)

PLACEMENT:

- Standard (Top & Bottom)
- Corners
- Custom: (Specify)

GAUGE/ALLOY:

- .025 / (3003)
- .032 / (3003)
- .040 / (3003)
- .063 / (3105)
- Painted White
- .063 / (3105)
- .080 / (3105)
- .100 / (5052)
- .125 / (5052)
- Extruded / (6063)
- Other: (Specify)

SHEETING:

- EGG Engineer Grade
- P18 Prismatic High Intensity
- (D3) Diamond Grade
- Vinyl
- Other: (Specify)

SPECIFIC COLORS:

- PMS Numbers:
- Other: (Specify)



812 332 9355 local 4495 W Vernal Pike www.hallsigns.com
 812 332 9816 fax Bloomington, IN 47404 sales@hallsigns.com

DATE: March 21, 2023

REQUEST NO: AM032323-2_v2.jpg

CUSTOMER: Near West Side District

CSR - SALES: AMANDA

DESIGNER-ART DEPT.: Dorinda

ART FILE - LOCATION NAME: LDrive/LS/Near West Side District - 2023.fs

City of Bloomington Contract and Purchase Justification Form

Vendor: Near West Side Neigh. Assoc.

Contract Amount: \$ 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 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.

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

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

n/a

Angela Van Rooy

Neigh Serv Prog Mgr

HAND

Print/Type Name

Print/Type Title

Department

MEMORANDUM OF UNDERSTANDING
FOR A SMALL & SIMPLE GRANT

This Memorandum of Understanding is entered into by and between the City of Bloomington, Indiana, Department of Housing and Neighborhood Development (“City”), and Near West Side Neighborhood Association (“Organization”).

WHEREAS, the City offers a grant program called “Small & Simple Grant” to provide grants to neighborhood groups and individuals for approved projects within their neighborhoods; and,

WHEREAS, the Organization has submitted a grant application for a Small & Simple project called the “Street Sign Cappers” which is outlined herein and more specifically described in the Small & Simple Grant Application which is attached hereto, marked as **Appendix “A”** and by this reference incorporated herein; and

WHEREAS, the City has reviewed and approved the application and now desires to provide funds from the Small & Simple Grant program for the Organization’s project.

NOW, THEREFORE, The Parties agree as follows:

1. Effective Date and Term. This Memorandum of Understanding shall become effective upon the date last entered in the signature blocks below. This Memorandum of Understanding shall terminate on November 15, 2026.
2. Funding. The City agrees to provide funding in the amount not to exceed Five Hundred and Zero/Hundredths (\$500.00) Dollars. Said sum shall be used exclusively for any and all activities related to the Project as described herein and subject to the terms of this Memorandum of Understanding. The Organization shall use said funds solely for the Project.
3. Payment. Within 45 days of submittal by the Organization of receipts for approved purchases, the City shall reimburse the Organization in accordance with the funding amount identified in paragraph 2 above.
4. Activities to be Performed by the Organization. The Organization shall:
 - Provide labor and perform other tasks as described in **Appendix “A”**, attached to and incorporated in this Memorandum of Understanding by reference; and,
 - Require volunteers performing labor pursuant to this Memorandum of Understanding to sign, prior to the commencement of any work, the Release and Hold Harmless Agreement which is attached hereto, marked as **Appendix “B”**, and by this reference incorporated herein; and,
 - Provide copies of release forms signed by all volunteers listed in **Appendix “A”** to the City as part of a final project report under this Memorandum of Understanding. If other persons volunteer to perform labor under this Memorandum of Understanding during the time it is in effect, the Organization shall require those persons to sign the release form prior to performing any work; and,
 - Include the following mandatory grant identification statement on all promotional materials: “Funding provided in part through the City of Bloomington’s Small & Simple Neighborhood Grant Program.”

5. Project Completion. The Project, and all activities to be performed therein, shall be completed no later than November 15, 2023. The Organization shall submit electronically a short, one-page summary of the Project on or before November 15, 2023, which includes the following:
 - The results of the Project, including an accounting of all expenditures;
 - Volunteer release forms;
 - At least three photos of the Project's activities; and,
 - A copy of all promotional pieces which received any funding through this grant program (if applicable).

6. Release of Liability. The Organization agrees to release, hold harmless and indemnify the City, its officers, agents and assigns, from any and all claims, demands, damages, costs, expenses or other liability arising out of this Memorandum of Understanding, including any claims or causes of action that may arise from the actions of the Organization and/or its volunteers in carrying out the tasks described in this Memorandum of Understanding and its Exhibits.

7. Non-Discrimination. The Organization and its partners participating in the activities described in this Memorandum of Understanding, shall comply with the City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment and in the activities described herein, covered by these funds.

8. Records. The Organization shall retain all records related to this Memorandum of Understanding for a period of at least three (3) years from the termination of this Memorandum of Understanding. The Organization shall permit the City access to all records relating to this Memorandum of Understanding at all reasonable times for review and audit purposes.

IN WITNESS WHEREOF, the parties hereto have hereby executed this Memorandum of Understanding.

CITY OF BLOOMINGTON

NEAR WEST SIDE NEIGHBORHOOD ASSOCIATION

BY:

BY:

 John Zody, Director
 Housing and Neighborhood Development

 Bill Baus, Treasurer
 Near West Side NA

Date: _____

Date: _____

Small & Simple Grant Application

Date	March 1, 2023
Applicant Organization	Near West Side Neighborhood Association
Partnering Organization	N/A
Neighborhood	Near West Side
Project Name	Street Sign Cappers
Project Location	throughout the neighborhood
Amount Requested	\$500
Neighborhood Project coordinator	Bill Baus
Neighborhood coordinator email	baus1210@gmail.com
Neighborhood coordinator phone	812-339-1210
Individual who will seek reimbursement	Bill Baus

PROJECT NARRATIVE

The NWS Neighborhood Association is applying for Small and Simple grant to install "Near West Side Historic District" caps on street signs at the entrances to the neighborhood, similar to what exists in neighboring historic districts. The caps signal to anyone moving into or considering the neighborhood that we care deeply about our quirky neighborhood, and that our neighborhood enjoys protections similar to Prospect Heights, Maple Heights, and McDoel Gardens.

Neighbors have really stepped up to assist in this effort, and our committees devoted to rewriting our guidelines and screening project proposals for compliance with them are our most active committees and enjoy a robust membership.

We will keep neighbors aware of our quest to get the caps through monthly meetings (now mostly Zoom), the neighborhood listserv, website, and Facebook page.

We will work closely with staff in HAND as they have experience with similar projects in the neighboring historic districts. We will engage with HAND staff as soon as the grant is awarded and will follow up until the crews install the caps. Hopefully we will experience no pandemics or supply chains issues that delay its completion.

This project is solely by and for the NWSNA.

PROJECT BUDGET

Total cost of street sign cappers (from Hall Signs) \$557.89 (\$36.49 sales tax included on invoice)

Total amount requested from City - \$500

Amount to be covered by NWSNA - \$57.89 (\$21.40 if we don't have to pay sales tax)



Angela Van Rooy <angela.vanrooy@bloomington.in.gov>

FW: Quote HSQ14558

Alan Balkema <alanbalkema@gmail.com>
 To: Angela Van Rooy <angela.vanrooy@bloomington.in.gov>

Thu, Mar 2, 2023 at 9:29 AM

Hello Angela,

Here is the message from Hall Signs.

Yes, I did speak with April R, and she told me that the city installs the sign toppers. Once I have them, I am to turn them over to the city, and they become city property. She said only city employees can work on street signs. However, several active members of the NWSNA came forward to volunteer to put up the signs, so if the winds change we will have no trouble finding volunteers to put the cappers up.

Alan

Alan Balkema

1203 W 6th Street

Bloomington, IN 47404

(812) 345-4440

From: Amanda Mundy
Sent: Thursday, February 23, 2023 11:49 AM
To: Alan Balkema
Subject: Quote HSQ14558

Quote# HSQ14558

February 23rd 2023

hallsigns
 since 1949

Thank you for the opportunity to provide this quote. Please let us know if you have any questions by replying to this email.

Prepared for:

Near Westside Neighborhood
 Association
 Alan Balkema
 alanbalkema@gmail.com
 812-345-4440

Terms: Net 30

Quoted by: Amanda Mundy
Valid until: March 9th 2023
Created Date: February 1st 2023
Lead Time: 1 - 2 Weeks

Ship To:

Pick Up
Call Call Allan
Bloomington , Indiana 47404

Image
Coming
Soon

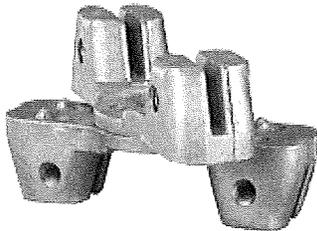
Custom Reflective Sign
892-300000

Setup: Double-Sided
Size (Square Feet): Up to .99
Reflective Sheeting: High Intensity Prismatic
Gauge and Alloy: .080/3105
Shape: Rectangle / Square
Actual Size (Inches): 13.25
Radius Corners: Custom (Specify)
Radius Corner Size (if Custom): Routed To Shape
Holes: None
Background Color: Blue
Text Color: White
Sign Text: See Attached
Notes: SD13.25"x6"PHIW0803105-CR-NH

Unit Price	Qty	Extended
25.67	x 15	385.05

#457F Universal Cross Piece
012-011000

7.81	x 15	117.15
------	------	--------

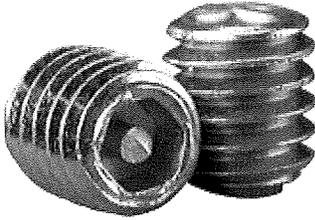


A 5/8

PRP38 Vandal-Resistant Set Screws
010-052500

0.32 x 60

19.20



Subtotal \$ 521.40

Shipping (In-Store Pickup (Fixed)) 0.00

Tax 36.49

Total \$ 557.89

[Proceed To Checkout](#)

- If you want to make changes to your quote please reply to this email with the requested changes and we'll get a revised quote sent asap.
- Pricing is subject to change at any time.
- We may add additional taxes in some states.
- Feel free to contact us at store@hallsigns.com or call us at 800-284-7446.

Hall Signs || 4495 W Vernal Pike, Bloomington, Indiana 47404



Volunteer Hours Computation Sheet

This form must be included as part of the HAND Neighborhood Improvement Grant and general Small & Simple Grant **applications*** to report volunteer pledges. This form will also be used for submission of actual volunteer hours as part of your **final report**.

Grant program for which you are applying: Small and Simple Grant
 Neighborhood organization name: Near West Side NA
 Project title: Street Sign Cappers

* For grant applications, you need only complete **Name** and **Hours** fields. These are considered hours *pledged*.

Date of Activity	Name of Volunteer	Task Performed	# of Hours Volunteered
	Tom Paine		4
	Bill Baus		4
	Alan Balkema		4
	Peter Dorfman		4
Total Hours			16



Attestation of Neighborhood Inclusivity

To be included as part of an application for any and all HAND neighborhood grant programs

Membership in our neighborhood organization, and/or the benefits received to our neighborhood as a result of grant funding, shall be open to all residents within our neighborhood boundaries. We do not exclude individuals from membership on the basis of race, color, sex, language, religion, political affiliation, veteran status, national or social origin, citizenship, ancestry, disability, age, marital and family status, sexual orientation, gender identity, health status, socio-economic status, housing status, or whether they own or rent their home or property.

Near West Side Neighborhood Assn

As a duly elected representative* of the _____ neighborhood, I attest that our organization follows the above policy on inclusivity.

NAME: Alan Balkema _____

DATE: 3/1/2023 _____

SIGNATURE: Alan Balkema _____

*If your group does not have elected representatives, the Neighborhood Grant Coordinator may sign.

**VOLUNTEER PARTICIPANT
WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT**

In consideration of permission granted by the City of Bloomington Housing and Neighborhood Development Department ("HAND") allowing the below-listed person(s) to voluntarily participate in the NWSNA Street Sign Topper Installation (the "Activity"), which is sponsored by HAND, the undersigned represents, covenants and agrees, on behalf of the undersigned and and/or the named minor participant(s) (the "Participant(s)"), and the Participant's(s) heirs, assigns, and any other person claiming by, under or through the Participant(s), as follows:

1. The undersigned acknowledges that participating in the Activity involves certain risks (some of which the undersigned may not fully appreciate) and that injuries, death, property damage and/or other harm could occur to the Participant(s) or others. The undersigned accepts and voluntarily incurs all risks of any injuries, damages, or harm to Participant(s) which arise during or result from volunteer participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of the City of Bloomington, HAND, and/or its departments, boards, employees, officers, agents, assigns or insurers ("Released Parties").
2. The undersigned waives all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. The undersigned releases and forever discharges the Released Parties from all such claims.
3. The undersigned agrees to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that Participant(s) (or anyone claiming by, under or through Participant(s)) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties.
4. The undersigned has carefully read and reviewed this Waiver, Release and Hold Harmless Agreement, understands it fully and executes it voluntarily.

SO EXECUTED this _____ day of _____, 2023.

**Name of Participant and/or Legal Guardian
of minor Participant(s) (Printed)**

Phone Number

Signature of Participant and/or Legal Guardian

Email Address

Printed name of all minors of the Legal Guardian participating in Activity (if applicable)



Board of Public Works Staff Report

Project/Event: Blue Ridge Food Truck Nights and Neighborhood Picnic

Petitioner/Representative: Cory Rutz-- Blue Ridge Neighborhood

Staff Representative: April Rosenberger

Meeting Date: May 23, 2023

Cory Rutz, President of the Blue Ridge Neighborhood Association (BRNA) is seeking approval of the temporary street closure of E. Oliver Drive from N. Ramble Rd E. to N. Ramble Rd W. and of Rusgan Drive from Ramble N. Ramble Rd E to the first driveway on Rusgan Drive on Tuesday, June 6, Tuesday, August 1, and Sunday, September 10 (rain date of September 17) from 3:30 p.m. to 8:30 p.m., which includes time for set-up and tear-down, for BRNA's Food Truck Nights and Neighborhood Picnic.



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:	Cory Rutz		
Contact Phone:	414-331-0868	Mobile Phone:	414-331-0868
Title/Position:	Board President		
Organization:	Blue Ridge Neighborhood Association		
Address:	2980 N Lakewood Ct		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	cjruz@gmail.com		
Organization E-Mail and URL:	blueridgebloomington@googlegroups.com blueridgebloomingtonin.org		
Org Phone No:	none	Fax No:	none

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

Organization Name:	None		
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. EVENT INFORMATION

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input checked="" type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Art in the Right of Way <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	June 6, August 1, September 10 (and rain date Sept. 17)	
Time of Event:	Date: All dates Start: 4pm	Date: All End: 8pm
Setup/Teardown time Needed	Date: All dates Start: 3:30pm	Date: All End: 8:30pm
Calendar Day of Week:	Tuesday 6/6, Tuesday 8/1, and Sunday 9/10 (or 9/17)	
Description of Event:	<p>Blue Ridge Neighborhood Association social gatherings for neighborhood residents in 2023 include Food Truck events on Rusgan Drive on 6/6 and on 8/1, and a neighborhood picnic on Oliver Drive on 9/10 (or rain date 9/17). 2-3 food trucks will be invited to the first two events, and neighbors will be invited to gather over the 4 hour period. The picnic will be an organized potluck style meal at 5pm.</p>	
Expected Number of Participants:	30-40 for Food Trucks 50-80 for Picnic	Expected # of vehicles (Use of Parking Spaces to close): N/A

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

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> The starting point shall be clearly marked The ending point shall be clearly marked 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 checked="" type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> Determine if No Parking Signs will be required Not required
<input checked="" type="checkbox"/>	Noise Permit application No amplified music or excessive noise is planned.

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

7. CHECKLIST

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

FOR CITY OF BLOOMINGTON USE ONLY

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



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Blue Ridge Food Truck Nights; Neighborhood Picnic			
Location of Event:	Blue Ridge Neighborhood - Rusgan Drive, Oliver Drive			
Date of Event:	June 6, August 1, Sept. 10	Time of Event:	Start: 4pm	
Calendar Day of Week:	Tuesdays and Sunday		End: 8pm	
Description of Event:	Food Truck Events - June 6 and August 1 Neighborhood Picnic (potluck) - September 10 with rain date September 17			
Source of Noise: None	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:	Cory Rutz		
Organization:	Blue Ridge Neighborhood Assoc	Title:	Board President
Physical Address:	2980 N Lakewood Ct		
Email Address:	cjrutz@gmail.com	Phone Number:	414-331-0868
Signature:		Date:	April 18, 2023

FOR CITY OF BLOOMINGTON USE ONLY

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

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

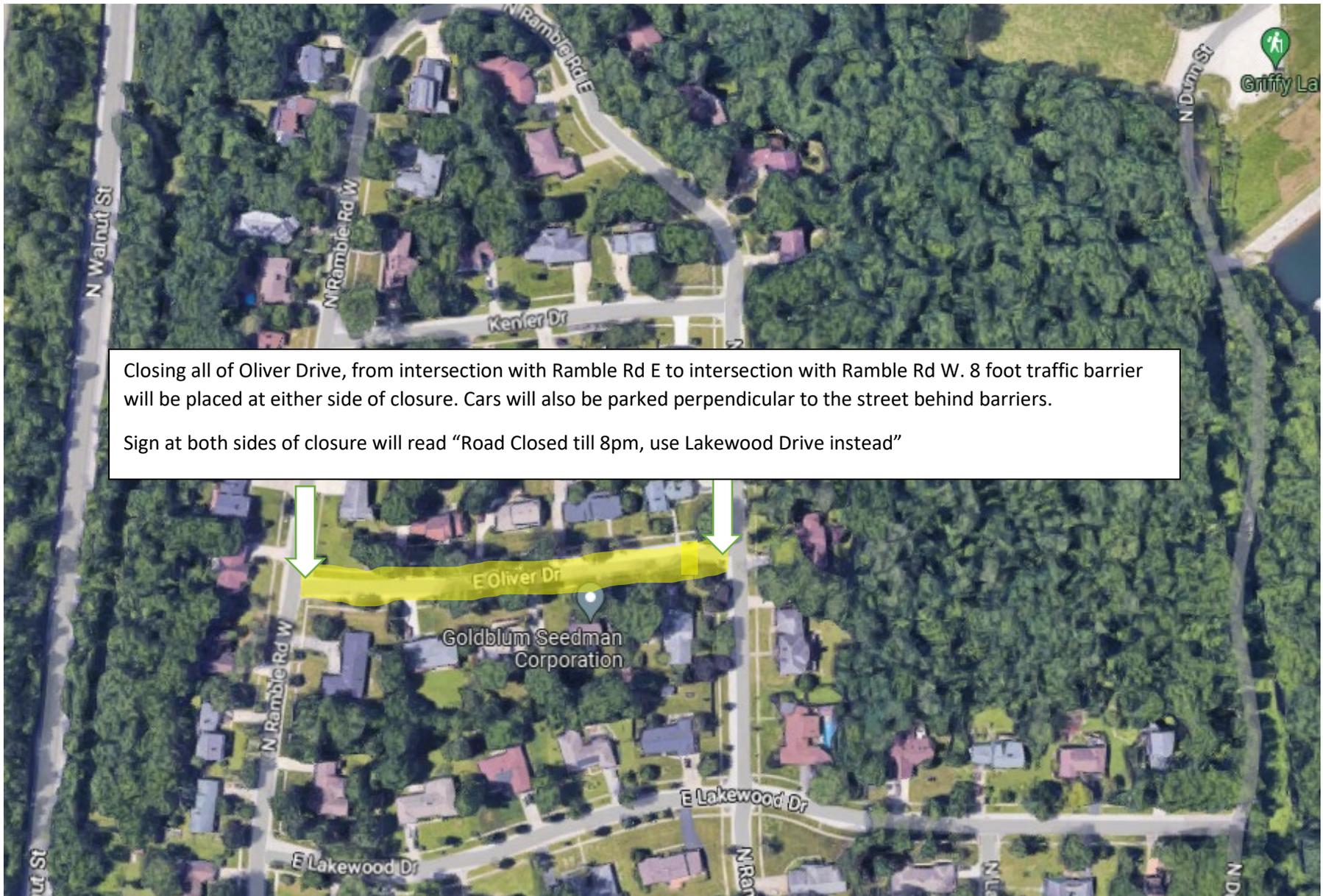
RUSGAN CLOSURE MAP – June 6 and August 1, 2023

Closing Rusgan Drive from corner of Rusgan and Ramble Rd E, up till first driveway on Rusgan (not blocking driveway. 8 foot traffic barrier will be placed at either side of closure (where vertical arrows indicate). Cars will also be parked perpendicular to the street behind barriers.

Sign at East side of closure, and at corner of Rusgan and Bankers Drive (where horizontal arrows indicate) will read "Road Closed till 8pm, use Lakewood Drive instead"



OLIVER CLOSURE MAP – September 10 (rain date September 17)



Closing all of Oliver Drive, from intersection with Ramble Rd E to intersection with Ramble Rd W. 8 foot traffic barrier will be placed at either side of closure. Cars will also be parked perpendicular to the street behind barriers. Sign at both sides of closure will read "Road Closed till 8pm, use Lakewood Drive instead"

Notification to residents on closed streets -

Food Truck Nights (June 6, August 1)

Dear Blue Ridge Residents:

The Blue Ridge Neighborhood Association board is planning a Food Truck night in the neighborhood on Rusgan Road on the first Tuesday of June and August, 2023. The event will run from 4pm to 8pm, and will close the stretch of Rusgan Road from the corner (with N Ramble Road E) to the first driveway from 4pm to 8pm – no driveways will be blocked. I wanted to reach out to see if you had any questions or concerns, as this would be on the road in front of a portion of your lot.

This section of the road would be closed with barricades and parked cars perpendicular to the road at either end, and parking 3-4 food trucks in the road where residents would be directed to purchase and pick up food as they please. Some residents may eat on-site, while others may choose to take the food home to eat. No loud music will be played.

Please reach out to me by email or phone at 414-331-0868 if you have any questions or concerns, and we hope to see you at the event. Thank you!

Sincerely,

Cory Rutz

Neighborhood Picnic (September 10, rain date September 17)

Dear Blue Ridge Residents:

The Blue Ridge Neighborhood Association board is planning its annual Neighborhood Picnic on E Oliver Drive on September 10, 2023 (rain date September 17). The picnic will run from 5pm to 8pm, and will close the entire stretch of Oliver Drive. I wanted to reach out to see if you had any questions or concerns as residents of Oliver Drive.

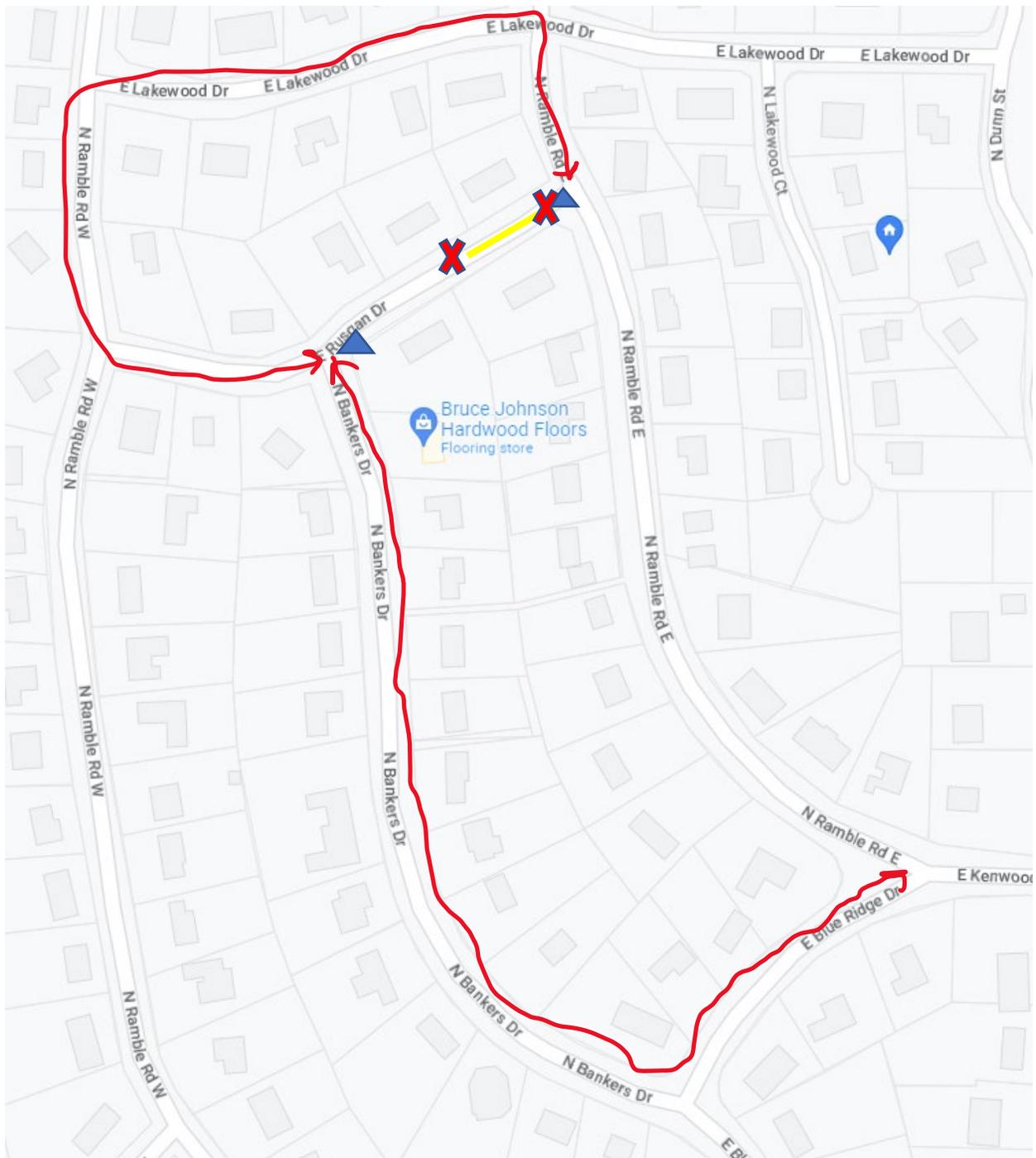
This section of the road would be closed with barricades and parked cars perpendicular to the road at either end, and tables and chairs in the road where residents will be picnicking. No loud music will be played.

Please reach out to me by email or phone at 414-331-0868 if you have any questions or concerns, and we hope to see you at the picnic. Thank you!

Sincerely,

Cory Rutz

Maintenance of Traffic Plan – Food Truck Nights (June 6 and August 1, 2023)



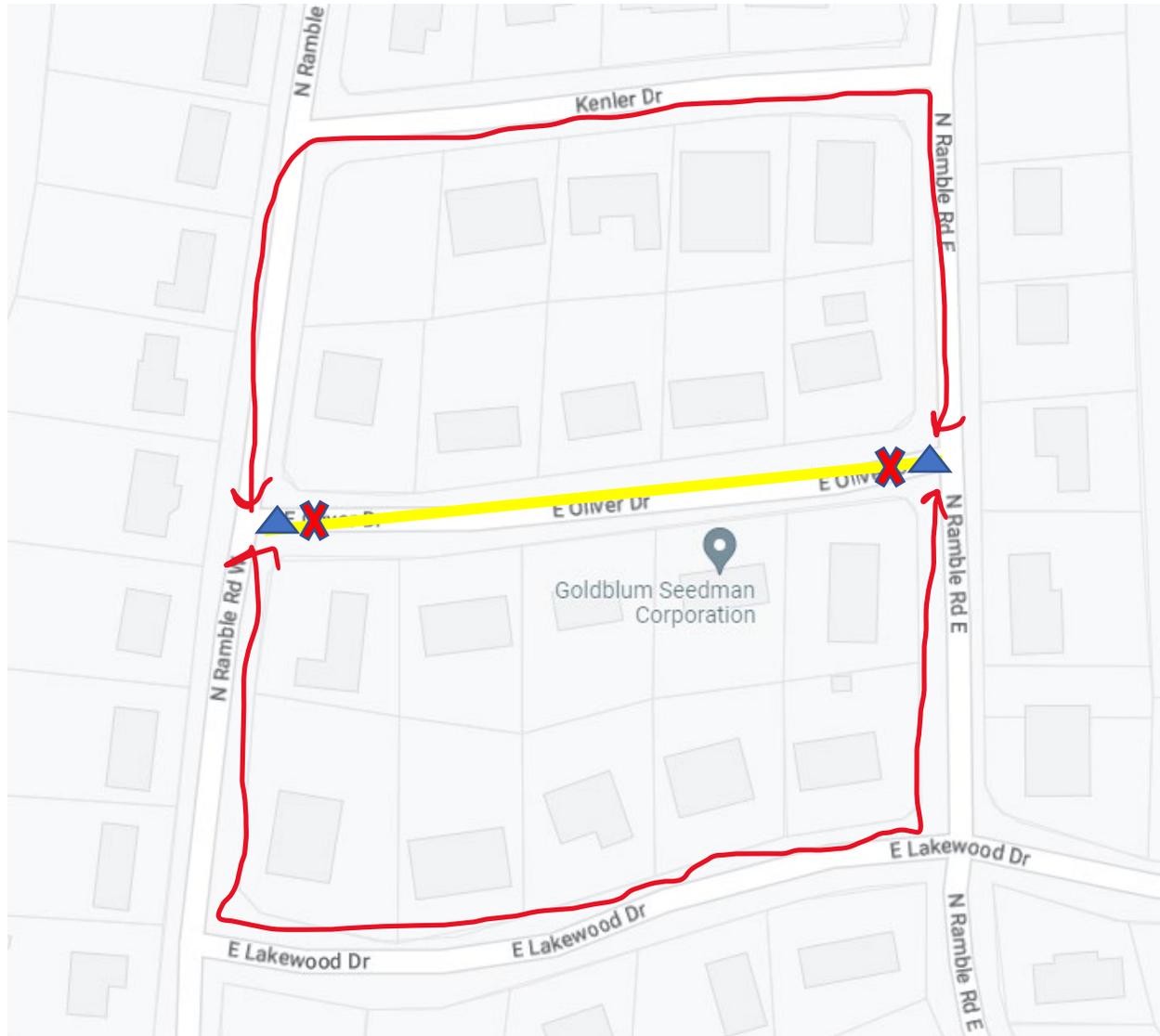
Yellow highlight – road closure (a portion of E Rusgan Drive)

Red lines – alternate routes

Blue triangle - signage indicating “Road Closed, please use Lakewood Drive or Blue Ridge Drive as detours”

Red “X” – 8 foot road barriers with cars parked perpendicular to road to block off street

Maintenance of Traffic Plan – Neighborhood Picnic (September 10, 2023 – rain date September 17)



Yellow highlight – road closure (E Oliver Dr)

Red lines – alternate routes

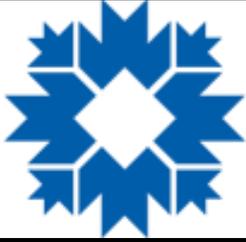
Blue triangle - signage indicating “Road Closed, please use Lakewood Drive or Kenler Drive as detours”

Red “X” – 8 foot road barriers with cars parked perpendicular to road to block off street

CONTACT:

Cory Rutz, Blue Ridge Neighborhood Association

414-331-0868; cjruz@gmail.com



City of Bloomington
Public Works Department

401 N Morton Street, Suite 120
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3410
Fax: (812) 349-3520
Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: E Rusgan Dr N Ramble Rd E 317 E Rusgan Dr
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL
 Complete Street Closure One Traffic Lane 2 or more Traffic Lanes Alley
 Sidewalk/Multiuse Path/Trail Bike Lane Parking Lane

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: _____

Date(s) of Closure: From <u>6/6/2023</u> To <u>6/6/2023</u> > 2 weeks? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Start Time: <u>4</u> : <u>00</u> a.m. / <u> </u> p.m. End Time: <u>8</u> : <u>30</u> a.m. / <u> </u> p.m.
Overnight Closure Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

Applicant Information:

Name or Organization: Blue Ridge Neighborhood Association

Contact Person (*Printed Name*): Cory Rutz

Contact Email: cjrutz@gmail.com Contact Phone No.: 414-331-0868

Signature  Date April 18, 2023

For Administration Use Only

Approved By: _____ Dept.: _____ Date: _____
 Approved By: _____ Dept.: _____ Date: _____
 Approved By: _____ Dept.: _____ Date: _____



City of Bloomington
Public Works Department

401 N Morton Street, Suite 120
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3410
Fax: (812) 349-3520
Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: E Rusgan Dr N Ramble Rd E 317 E Rusgan Dr
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL
 Complete Street Closure One Traffic Lane 2 or more Traffic Lanes Alley
 Sidewalk/Multiuse Path/Trail Bike Lane Parking Lane

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: _____

Date(s) of Closure: From <u>8/1/2023</u> To <u>8/1/2023</u> > 2 weeks? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Start Time: <u>4</u> : <u>00</u> a.m. / <u> </u> p.m. End Time: <u>8</u> : <u>30</u> a.m. / <u> </u> p.m.
Overnight Closure Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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Applicant Information:

Name or Organization: Blue Ridge Neighborhood Association

Contact Person (*Printed Name*): Cory Rutz

Contact Email: cjrutz@gmail.com Contact Phone No.: 414-331-0868

Signature [Handwritten Signature] Date April 18, 2023

For Administration Use Only

Approved By: _____ Dept.: _____ Date: _____
 Approved By: _____ Dept.: _____ Date: _____
 Approved By: _____ Dept.: _____ Date: _____



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Public Works Department

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P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3410
Fax: (812) 349-3520
Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: E Oliver Dr N Ramble Rd E N Ramble Rd W
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL
 Complete Street Closure One Traffic Lane 2 or more Traffic Lanes Alley
 Sidewalk/Multiuse Path/Trail Bike Lane Parking Lane

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: _____

Date(s) of Closure: From 9/10/2023 To 9/10/2023
 > 2 weeks? Yes No

Start Time: 3 : 00 a.m. / p.m.

End Time: 8 : 30 a.m. / p.m.

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

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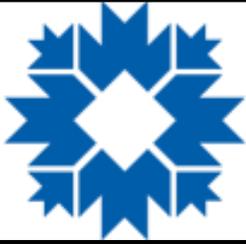
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Phone: (812) 349-3410
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Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: E Oliver Dr N Ramble Rd E N Ramble Rd W
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL
 Complete Street Closure One Traffic Lane 2 or more Traffic Lanes Alley
 Sidewalk/Multiuse Path/Trail Bike Lane Parking Lane

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: _____

Date(s) of Closure: From 9/17/2023 To 9/17/2023
 > 2 weeks? Yes No

Start Time: 3 : 00 a.m. / p.m.

End Time: 8 : 30 a.m. / p.m.

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

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Name or Organization: Blue Ridge Neighborhood Association

Contact Person (*Printed Name*): Cory Rutz

Contact Email: cjrutz@gmail.com Contact Phone No.: 414-331-0868

Signature [Handwritten Signature] Date April 18, 2023

For Administration Use Only

Approved By: _____ Dept.: _____ Date: _____

Approved By: _____ Dept.: _____ Date: _____

Approved By: _____ Dept.: _____ Date: _____

**BOARD OF PUBLIC WORKS
RESOLUTION 2023-23**

Blue Ridge Food Truck Nights and Neighborhood Picnic

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

WHEREAS, Cory Rutz, of the Blue Ridge neighborhood Association, requests authority for the closure of Rusgan Drive on Tuesday, June 06, 2023 and Tuesday, August 01, 2023 for the neighborhood to host Food Truck Nights and of East Oliver Drive on September 10, 2023 (Rain date of September 17, 2023), so that the residents can hold the Blue Ridge Annual Neighborhood Picnic; and

WHEREAS, the City of Bloomington encourages and values activities such as block parties as a way for residents to interact and get to know their neighbors.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Bloomington Board of Public Works declares on June 06, 2023 and August 01, 2023 Rusgan Drive will be temporarily closed to motor vehicle traffic from 3:30 p.m. until 8:30 p.m. for the neighborhood to host Food Truck Nights and East Oliver Drive will be temporarily closed to motor vehicle traffic from 3:30 p.m. until 8:30 p.m. on September 10, 2023, so that the neighborhood may stage a neighborhood picnic. Rain date for the picnic is Sunday, September 17, 2023.
2. The street closure outline above is for the purposes of allowing Neighborhood to host neighborhood food truck nights and picnic event.
3. Neighborhood shall be responsible for developing an MUTCD compliant Maintenance of Traffic Plan to be approved by the Engineering Department.
4. The Neighborhood shall obtain, and place at their 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. The neighbors agree not to close Rusgan Drive until 3:30 p.m. on Tuesday, June 06, 2023 and Tuesday, August 01, 2023 or East Oliver Drive on Sunday, September 10, 2023, or on Sunday, September 17, 2023, if the earlier date for the block party is rained out.
5. The Neighborhood shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
6. The Neighborhood shall be responsible for notifying the general public, public transit and public

safety agencies of the street restrictions in advance by notice at least 48 hours in advance.

7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the event.
8. The Neighborhood agrees to clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food and/or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trash cans. Clean-up after each event shall be completed by 8:30 p.m. on the day of the event
9. In consideration for the use of the City's property and to the fullest extent permitted by law, Neighborhood, 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. _____, a duly authorized representative of the Neighborhood, represents that she has been fully empowered by proper action of the Neighborhood execute this Resolution on behalf of the Neighborhood.

ADOPTED THIS 16th DAY OF AUGUST, 2022.

BOARD OF PUBLIC WORKS

Blue Ridge Neighborhood

Kyla Cox Deckard, President

Signature

Elizabeth Karon, Vice President

Cory Rutz, Board President
Printed Name and Title

Jennifer Lloyd, Secretary

Date:



Board of Public Works Staff Report

Project/Event: Mother Hubbard's 25th Anniversary Block Party

Petitioner/Representative: Megan Betz

Staff Representative: April Rosenberger

Meeting Date: May 23, 2023

Mother Hubbard's Cupboard will be hosting a family friendly fundraiser that will include games, food, non-alcoholic drinks, and live music. The event will have a cornhole tournament, dunk booth, and games for children to celebrate their 25th Anniversary.



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

CITY OF BLOOMINGTON

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) 349-3410 or april.rosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:	25th Anniversary Block Party		
Location of Event:	Mother Hubbard's Cupboard, 1100 W. Allen St. Bloomington, IN 47403		
Date of Event:	June 10, 2023	Time of Event:	Start: 11 am
Calendar Day of Week:	Saturday		End: 2 pm
Description of Event:	A family-friendly fundraiser with games, food, non-alcoholic drinks, and live music. The event will have a small-scale carnival feel with a cornhole tournament, dunk booth, and games for children.		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: Mother Hubbard's Cupboard	

Applicant Information

Name:	Megan Betz		
Organization:	Mother Hubbard's Cupboard	Title:	CEO/President
Physical Address:	1100 W. Allen St. Bloomington, IN 47403		
Email Address:	ceo@mhcfoodpantry.org	Phone Number:	812-339-5887
Signature:		Date:	03/13/2023

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

KYLA COX DECKARD, PRESIDENT

ELIZABETH KARON, VICE PRESIDENT

Date

JENNIFER LLOYD, SECRETARY



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: May 23, 2023

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 six (6) vehicles, four (4) utility trailers, one (1) riding lawn mower, one (1) solar tech message board, and four(4) old street sweeping brooms that have been placed out of service and wish to dispose of them as surplus property via the utilization of govdeals.com, an online auctioning service. To date this collaboration with Govdeals.com has resulted in more than \$223,000 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

Unit	Year	Description	VIN	Mileage
203	2008	MERCURY MARINER HYBRID	4M2CU39H58KJ29308	68,665
209	2002	Ford Escape	1FMYU921X3KB11435	75,329
405	1998	Chevrolet 2500	1GCGK24R2WZ232858	83,282
466	2002	GMC C-7500 BOOM TRK	1GDM7H1C82J518080	
475	2014	HUSTLER X11 / 931956 MOWER	13120383	
499	1992	ASM Utility Trailer	106226IND	
619	2013	Ford F150 XL 4x4	1FTEX1EM1DFC95924	154,834
4001	2000	L&D 8' Utility Trailer	4YSTS0817YS008252	
4002	2000	Jerry James Utility Trailer	4BXUN1218YS016458	
4003	2001	Jerry James Utility Trailer	4BXUE16261S023465	
4622	2007	Chevrolet Colorado	1GCCS149678210314	112,565
	2007	SOLAR TECH ARROW BOARD SILENT MESSANGER	4GM1M091 471 470588	



City of Bloomington

Disposal / Surplus / Trade In Form

PAGE NO. 1 of 1

DATE: 5/16/2023

PHONE: 812-360-7268

DEPT: Public Works

LOCATION: 800 E. Miller Dr.

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. 2008 Mercury Mariner Hybrid SUV - Unit # 203	1	End of Service Life	4M2CU39H58KJ29308	21360	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$1,500.00	5/23/2023
2. 2002 Ford Escape - Unit #209	1	End of Service Life	1FMYU921X3KB11435	20523	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$1,000.00	05/23/23
3. 1998 Chevrolet 2500 - Unit #405	1	End of Service Life	1GCGK24R2WZ232858	20642	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$3,500.00	05/23/23
4. 2002 GMC C-7500 BOOM Truck - Unit #466	1	End of Service Life	1GDM7H1C82J518080	21019	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$2,500.00	05/23/23
5. ASM Utility Trailer - Unit #499	1	End of Service Life	106226IND	Not an asset	<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	Scrape	\$50.00	05/23/23
6. 2014 HUSTLER X11 / 931956 MOWER - - Unit #475	1	End of Service Life	13120383	Not an asset	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$100.00	05/23/23
7. 2013 Ford F150 XL 4x4 - Unit #619	1	End of Service Life	1FTEX1EM1DFC95924	Contact Utilities to get asset number	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$7,200.00	05/23/23
8. 2000 L&D 8' Utility Trailer - - Unit #4001	1	End of Service Life	4YSTS0817YS008252	Not an asset	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$500.00	05/23/23
9. 2000 Jerry James Utility Trailer - Unit #4002	1	End of Service Life	4BXUN1218YS016458	Not an asset	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$500.00	05/23/23
10. 2001 Jerry James Utility Trailer - 4003	1	End of Service Life	4BXUE16261S023465	Not an asset	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$500.00	05/23/23
11. 2007 Chevrolet Colorado - - Unit #4622	1	End of Service Life	1GCCS149678210314	21328	<input checked="" type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$1,000.00	05/23/23
12. Used Street Sweeper Brooms	4	End of Service Life		Not an asset	<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose	GovDeals.com	\$250.00	05/23/23
13.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
14.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
14.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
15.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			

**RESOLUTION 2023-26
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 thirty (30) days of this Resolution being signed by the City of Bloomington Board of Public Works.

SO PASSED AND ADOPTED this ____ day of _____, 2023, by the City of Bloomington Board of Public Works

Kyla Cox-Deckard, President

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/19/2023	Payroll				529,401.36
					<u>529,401.36</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 \$ 529,401.36

Dated this 23rd day of May year of 2023.

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jennifer Lloyd, Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Installation of electric conduit to facility the remaining north portion of the Hidden River Stormwater Project by CBU. This will be from Dunn to Indiana, along the Indiana University Parking lot, then cutting north on Indiana to 6th St.

Petitioner/Representative: City of Bloomington Utilities

Staff Representative: James Hall, Assistant Direct of Transmission and Distribution

Meeting Date: 5/23/2023



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Electric Conduit Relocation			
Location of Event:	Dunn to Indiana, from alley north of Kirkwood to 6th St.			
Date of Event:	6/5/2023-6/30/2023 (estimated)	Time of Event:	Start: 1800	
Calendar Day of Week:	Monday-Friday		End: 0600	
Description of Event:	City of Bloomington Utilities will relocate electrical conduit for Duke Energy for our Hidden River Stormwater Project. The relocation will take place starting at Dunn St, move east through the Indiana University Parking lot, using the alley north of Kirkwood, and then go north up Indiana just short of 6th St. on the east side of Indiana. Boring reports indicate CBU should not encounter rock, but there is a chance we would have to use a hoe ram to remove any rock that is encountered during construction			
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:	James Hall		
Organization:	City of Bloomington Utilities	Title:	Assistant Director
Physical Address:	600 E Miller Dr Bloomington, IN 47401		
Email Address:	hallj@bloomington.in.gov	Phone Number:	(812) 349-3657
Signature:		Date:	5/11/2023

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

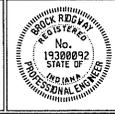
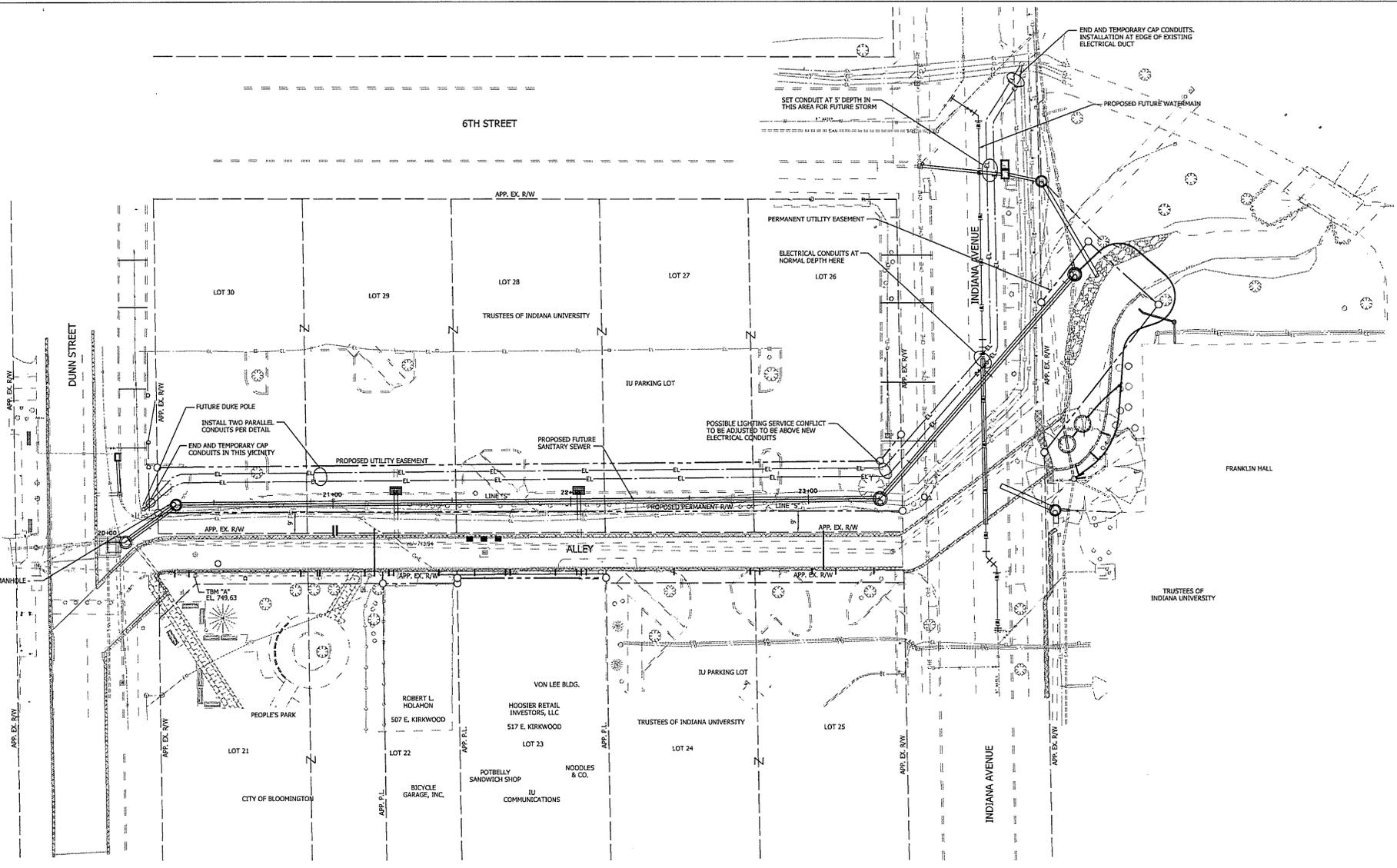
Elizabeth Karon, Vice-President

Date

Jennifer Lloyd, Secretary

PROJECT: 12-2020_Edgc_Edge_Canvases_V01 (Project) 10275-CLDp01 (Contract) 1275p001.dwg
 DATE: 3/08/22 PM
 USER: AllenDochow

00+01

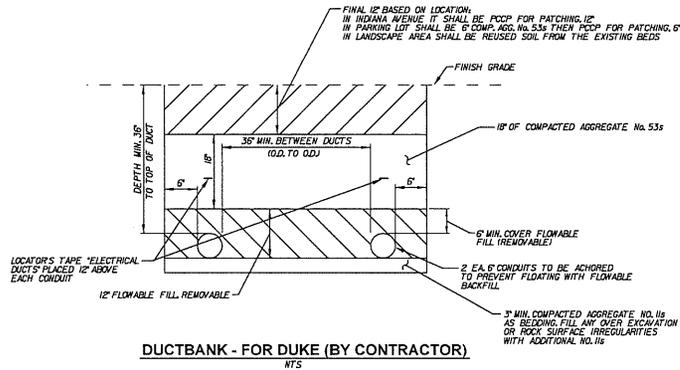


RECOMMENDED FOR APPROVAL	<i>B. Dwyer</i>	REGISTERED PROFESSIONAL ENGINEER	4-3-2023
DESIGNED:	BR	DRAWN:	RBA
CHECKED:	MT	CHECKED:	BR

CITY OF BLOOMINGTON
DEPARTMENT OF UTILITIES

CONDUIT ROUTE PLAN

HORIZONTAL SCALE	ERCIS PROJECT NUMBER
1"=20'-0"	275
VERTICAL SCALE	
N/A	
	SHEET NUMBER
	2



- ELECTRICAL DUCT NOTES:**
1. MINIMUM RADIUS IN BENDS TO BE 72.
 2. DUCTS SHALL BE 6" SCHEDULE 40 PVC.
 3. INSTALLATION OF CONDUCTOR CABLES WILL BE BY DUKE.
 4. IF CONDUIT INSTALLATION IS BY SEPARATE CONTRACT, THE CONDUIT INSTALLED WILL PLACE A TEMPORARY CONCRETE PATCH ON THIS TRENCH, AND THE CULVERT PROJECT WILL REMOVE IT FOR PERMANENT PAVING OR LANDSCAPING.

ESTIMATE OF QUANTITIES FOR CONDUIT INSTALLATION *

	Quantity	Unit
Clearing (Trees and Shrubs)	1	LSUM
Curb, Remove	110	LFT
Sidewalk, Remove	28	SYD
Common Excavation/HMA Pavement Removal	354	CYD
Pipe Bedding, No 11s (Structural Backfill, Type 3)	24	CYD
Conduits, 6", PVC Sched 40	1020	LFT
Flowable Backfill, Removable (Structural Backfill Type 4)	95	CYD
Compacted Aggregate, No 53s (Structural Backfill, Type 2)	165	CYD
Sidewalk, Concrete, 4"	28	SYD
PCCP for Patching, 12"	95	SYD
PCCP for Patching, 6"	150	SYD
Maintenance of Traffic	1	LSUM
Construction Signs, A	12	EA
Construction Signs, B	7	EA
Barricade, IIIB	60	LFT
Temporary Construction Fencing	500	LFT
Flashing Arrow Sign	20	DAYS

*For illustration and general information only - Quoters are to prepare their own quantity takeoffs and calculate their own Lump Sum Quote.
 Assumes soil from landscape beds is saved and reused.
 Mulched Seeding not counted but required.
 Administration and City RW Permit required but not included.



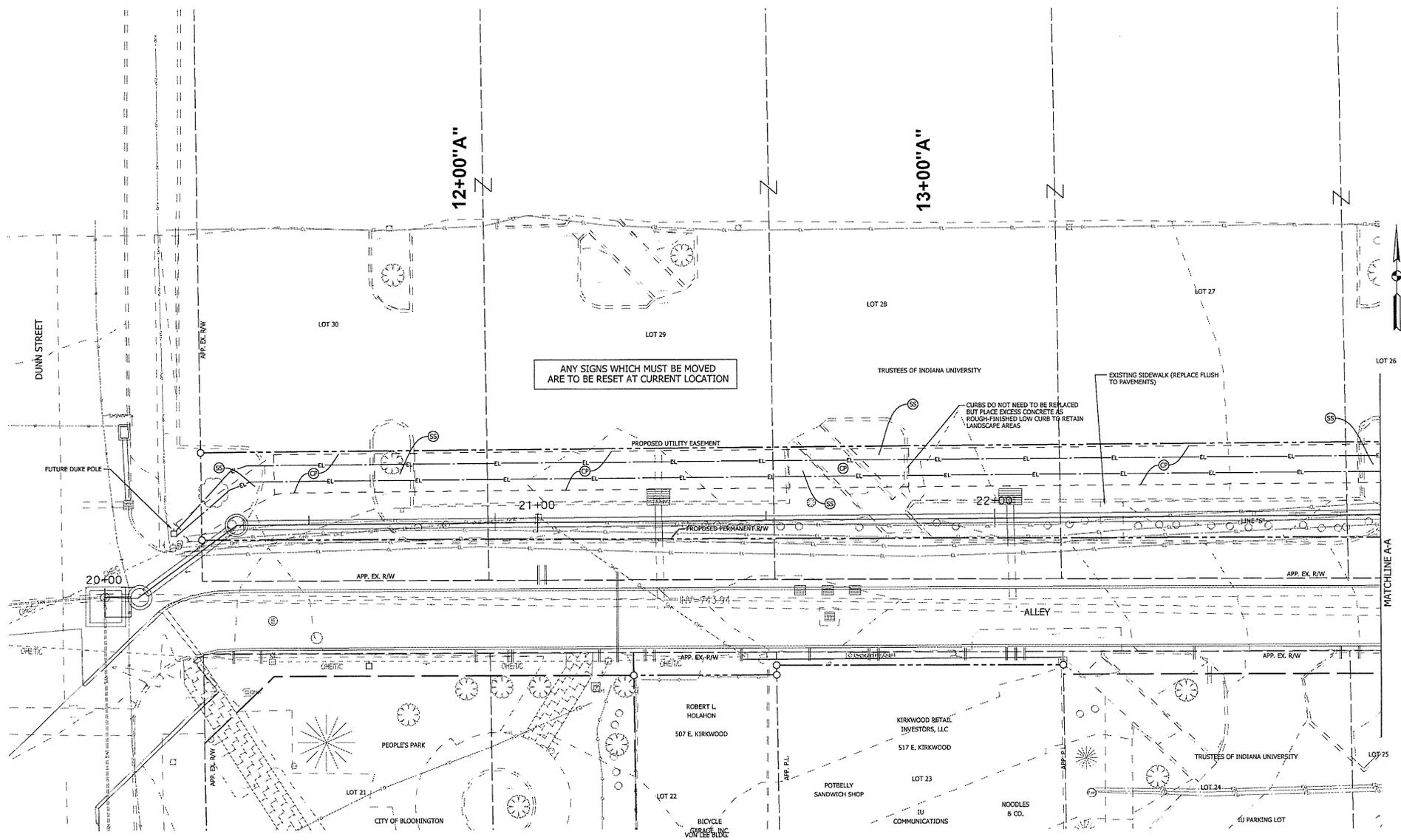
RECOMMENDED FOR APPROVAL	<i>B. Dickow</i>	4-3-2023
	PROFESSIONAL ENGINEER	DATE
DESIGNED: BR	DRAWN: RBA	
CHECKED: MT	CHECKED: BR	

CITY OF BLOOMINGTON
 DEPARTMENT OF UTILITIES

GENERAL CIVIL DETAILS

HORIZONTAL SCALE	ERCES PROJECT NUMBER
N/A	275
VERTICAL SCALE	
N/A	
	SHEET NUMBER
	4

C:\Users\Robbie.Martin\OneDrive - 12-2020 Eagle 2020 Civil\PROJECT\Project\10372-CDD\Drawings\275-001.dwg
 3/11/2023 3:11:07 PM



- C CONCRETE PATCH AREA
 6" FOOT OR COMPACTED AGGREGATE NO. 536
 IN PARKING LOT.
- S SOIL AND MULCHED SEEDED AREA LAST 12"
 TO BE SOIL TO GRADE, THEN MULCH SEEDED



RECOMMENDED FOR APPROVAL	<i>B. Rogers</i>	REGISTERED PROFESSIONAL ENGINEER	4-3-2023
DESIGNED:	BR	DRAWN:	RBA
CHECKED:	MT	CHECKED:	BR

CITY OF BLOOMINGTON
DEPARTMENT OF UTILITIES

RESTORATION PLAN

HORIZONTAL SCALE	1" = 10'-0"	ERCES PROJECT NUMBER	275
VERTICAL SCALE	N/A	SHEET NUMBER	5

Part No: P304-060

DWV

Bend/El

Desc: 6 PVC DWV LONG SWEEP 1/4 BEND HUBXHUB

MSRP: 285.04

Part Code: 051

Weight(lbs): 5.745

Weight(kg): 2.606

Weight(gm): 2606

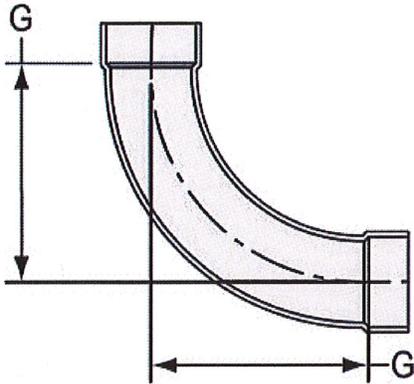
Size: 6"

Color: WHITE

Material: PVC

Type Long Sweep 1/4 Bend

Connection Hub x Hub

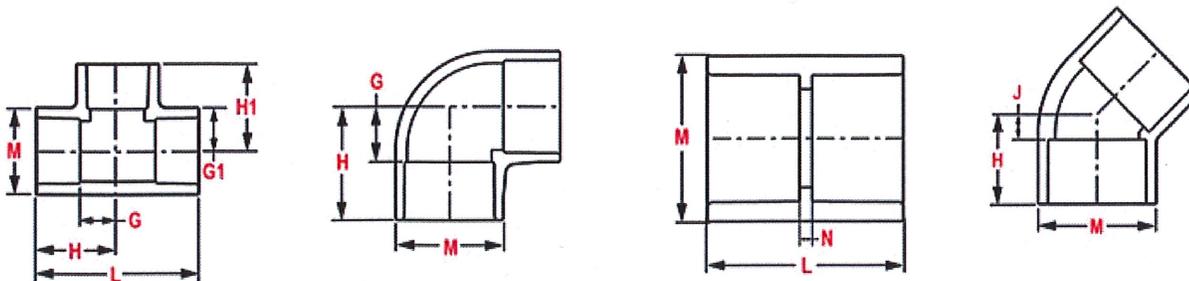


G = 9

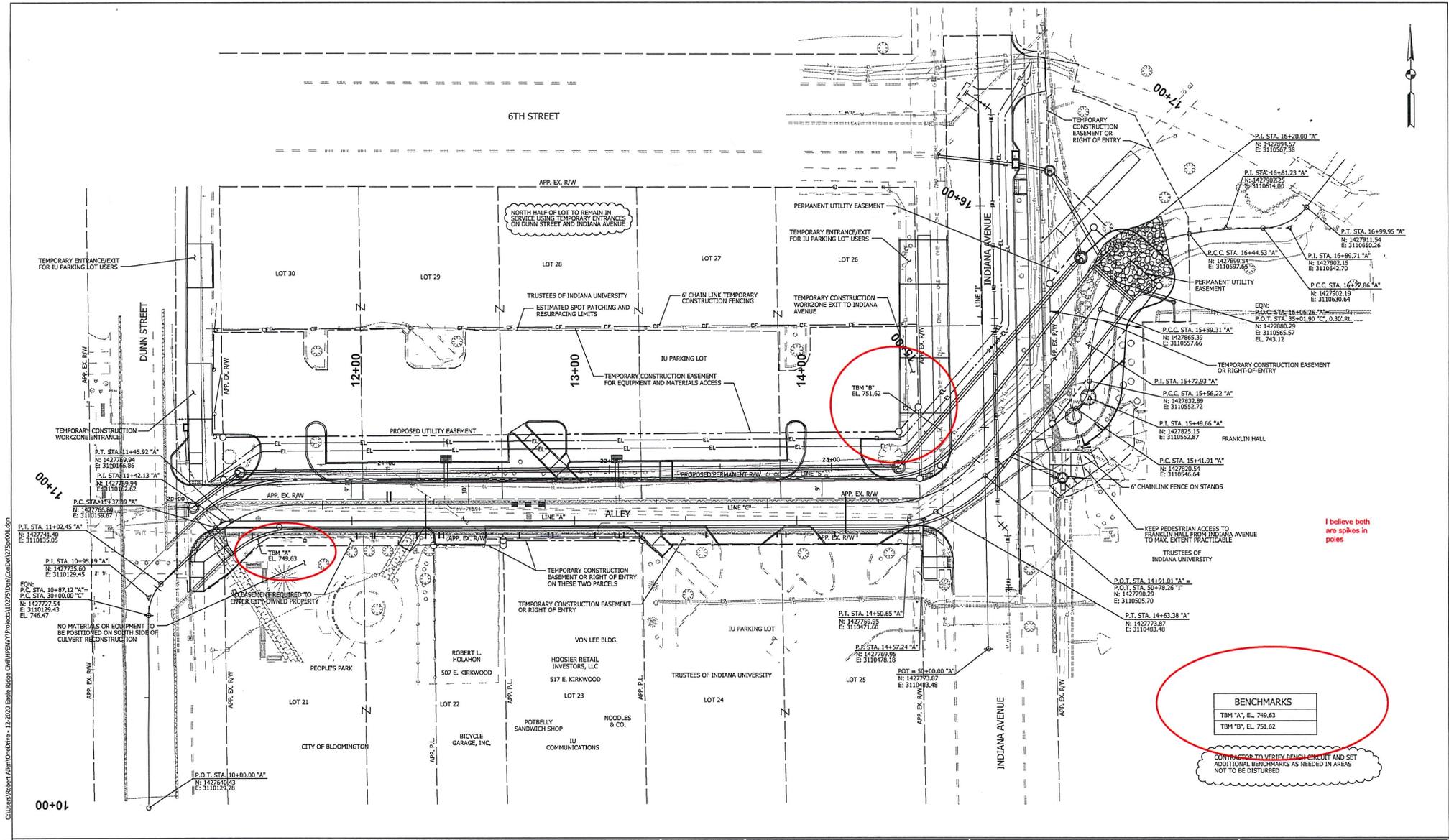
Injection Molded Dimension References:

- G** = (LAYING LENGTH) intersection of center lines to bottom of socket/thread; 90° elbows, tees, crosses; ± 1/32 inch.
- H** = Intersection of center lines to face of fitting; 90° elbows tees, crosses; ± 1/32 inch.
- J** = Intersection of center lines to bottom of socket/thread; 45° elbows; ± 1/32 inch
- L** = Overall length of fittings; ± 1/16 inch.
- M** = Outside diameter of socket/thread hub; ± 1/16 inch.
- N** = Socket bottom to socket bottom; couplings; ± 1/16 inch.
- W** = Height of cap; ± 1/16 inch

Typical Molded Dimension References



The information printed here is based on current information & product design at the time of publication and is subject to change without notification. Spears® ongoing commitment to product improvement may result in some variation. No representation, guarantees or warranties of any kind are as to its accuracy, suitability for particular application or results to be obtained therefrom. For verification of technical data or additional information, please contact Spears® Technical Service Department :: WEST COAST : (818) 364-1611 - EAST COAST : (717) 938-9006



PROJECT: 10-20-04 AM
 17/2/2013
 C:\Users\Robert.Allen\OneDrive - 12-2020 Eagle Creek\BENTON\Projects\10272\DWG\CONV\125001.dwg

75% PLANS
 FOR REVIEW
 ONLY

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DATE
DESIGNED: BR	DRAWN: RBA	
CHECKED: MT	CHECKED: BR	

CITY OF BLOOMINGTON
DEPARTMENT OF UTILITIES
PROPERTY AND REFERENCE PLAN

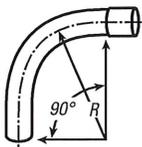
HORIZONTAL SCALE	ERCES PROJECT NUMBER
1"=20'-0"	275
VERTICAL SCALE	
N/A	
	SHEET NUMBER
	3

Elbows, Sweeps and Accessories

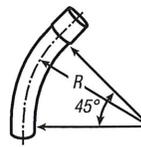
Schedule 40 Elbows — Special Radius



SEGMENT	PLAIN END CAT. NO.	BELLED END CAT. NO.	NOM. DIAM. (IN.)	RADIUS (IN.)	PLAIN END STD. CTN.	BELLED END STD. CTN.
90° ELBOW	UA9CF	UA9CFB	1	18	1	1
	UA9DF	UA9DFB	1	24	1	1
	UA9EF	UA9EFB	1	30	1	1
	UA9FF	—	1	36	1	—
	UA9HF	—	1	48	1	—
	UA9CG	UA9CGB	1½	18	1	1
	UA9DG	UA9DGB	1½	24	1	1
	UA9EG	UA9EGB	1½	30	1	1
	UA9FG	UA9FGB	1½	36	1	1
	UA9HG	—	1½	48	1	—
	UA9CH	UA9CHB	1½	18	1	1
	UA9DH	UA9DHB	1½	24	1	1
	UA9EH	UA9EHB	1½	30	1	1
	UA9FH	UA9FHB	1½	36	1	1
	UA9HH	—	1½	48	1	—
	UA9CJ	UA9CJB	2	18	1	1
	UA9DJ	UA9DJB-UPC	2	24	1	1
	UA9EJ	UA9EJB	2	30	1	1
	UA9FJ-UPC	UA9FJB	2	36	1	1
	UA9HJ	UA9HJB	2	48	1	1
	UA9JJ	—	2	72	1	—
	UA9CK	UA9CKB	2½	18	1	1
	UA9DK	UA9DKB-UPC	2½	24	1	1
	UA9EK	UA9EKB	2½	30	1	1
	UA9FK-UPC	UA9FKB	2½	36	1	1
	UA9HK	UA9HKB	2½	48	1	1
	UA9CL	UA9CLB	3	18	1	1
	UA9DL	UA9DLB-UPC	3	24	1	1
	UA9EL	UA9ELB	3	30	1	1
	UA9FL	UA9FLB	3	36	1	1
	UA9HL	UA9HLB	3	48	1	1
	UA9IL	—	3	60	1	—
	UA9DM	UA9DMB	3½	24	1	1
	UA9EM	UA9EMB	3½	30	1	1
	UA9FM	UA9FMB	3½	36	1	1
	UA9HM	UA9HMB	3½	48	1	1
	—	UA9CNB	4	18	—	1
	UA9DN	UA9DNB	4	24	1	1
	UA9EN	UA9ENB	4	30	1	1
	UA9FN	UA9FNB	4	36	1	1
	UA9HN	UA9HNB	4	48	1	1
	UA9IN	UA9INB	4	60	1	1
UA9JN	—	4	72	1	—	
UA9EP	UA9EPB	5	30	1	1	
UA9FP	UA9FPB	5	36	1	1	
UA9HP	UA9HPB	5	48	1	1	
UA9IP	UA9IPB	5	60	1	1	
UA9FR	UA9FRB	6	36	1	1	
UA9HR	UA9HRB	6	48	1	1	
UA9IR	UA9IRB	6	60	1	1	
—	UA9IRB	6	180	—	1	
UA9HT*	—	8	48	1	—	



SEGMENT	PLAIN END CAT. NO.	BELLED END CAT. NO.	NOM. DIAM. (IN.)	RADIUS (IN.)	PLAIN END STD. CTN.	BELLED END STD. CTN.
45° ELBOW	UA7CF	—	1	18	1	—
	UA7DF	—	1	24	1	—
	UA7EF	—	1	30	1	—
	UA7FF	—	1	36	1	—
	UA7HF	—	1	48	1	—
	UA7CG	—	1½	18	1	—
	UA7DG	—	1½	24	1	—
	UA7EG	—	1½	30	1	—
	UA7FG	—	1½	36	1	—
	UA7HG	—	1½	48	1	—
	UA7CH	—	1½	18	1	—
	UA7DH	—	1½	24	1	—
	UA7EH	—	1½	30	1	—
	UA7FH	UA7FHB	1½	36	1	1
	UA7HH	—	1½	48	1	—
	—	UA7BJB	2	12	—	1
	UA7CJ	UA7CJB	2	18	1	1
	UA7DJ	UA7DJB	2	24	1	1
	UA7EJ	UA7EJB	2	30	1	1
	UA7FJ	UA7FJB	2	36	1	1
	UA7HJ	UA7HJB	2	48	1	1
	UA7SJ	—	2	150	1	—
	UA7CK	—	2½	18	1	—
	UA7DK	UA7DKB	2½	24	1	1
	UA7EK	—	2½	30	1	—
	UA7FK	UA7FKB	2½	36	1	1
	UA7HK	—	2½	48	1	—
	UA7CL	UA7CLB	3	18	1	1
	UA7DL	UA7DLB	3	24	1	1
	UA7EL	UA7ELB	3	30	1	1
	UA7FL	UA7FLB	3	36	1	1
	UA7HL	UA7HLB	3	48	1	1
	UA7DM	—	3½	24	1	—
	UA7EM	—	3½	30	1	—
	UA7FM	—	3½	36	1	—
	UA7DN	UA7DNB	4	24	1	1
	UA7EN	UA7ENB	4	30	1	1
	UA7FN	UA7FNB	4	36	1	1
	UA7HN	UA7HNB	4	48	1	1
	—	UA7NNB	4	120	—	1
	UA7SN	UA7SNB	4	150	1	1
	UA7EP	UA7EPB	5	30	1	1
UA7FP	UA7FPB	5	36	1	1	
UA7HP	UA7HPB	5	48	1	1	
—	UA7IPB	5	60	—	1	
—	UA7NPB	5	120	—	1	
—	UA7SPB	5	150	—	1	
UA7FR	UA7FRB	6	36	1	1	
UA7HR	UA7HRB	6	48	1	1	
UA7FT*	—	8	36	1	—	
UA7HT*	—	8	48	1	—	



Note: Elbows 72" and larger may be shipped in segments. Consult factory for specifics.
* 8" elbows are not UL Listed.

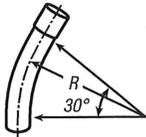
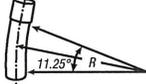
Conduit & Fittings — Carlton® PVC Elbows, Conduit & Fittings

Elbows, Sweeps and Accessories

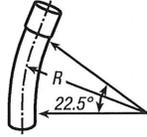
Schedule 40 Elbows — Special Radius (continued)



Conduit & Fittings — Carlton® PVC Elbows, Conduit & Fittings

SEGMENT	PLAIN END CAT. NO.	BELLED END CAT. NO.	NOM. DIAM. (IN.)	RADIUS (IN.)	PLAIN END STD. CTN.	BELLED END STD. CTN.
30° ELBOW 	UA6CJ	—	2	18	1	—
	UA6DJ	UA6DJB	2	24	1	1
	UA6FJ	UA6FJB	2	36	1	1
	UA6HJ	UA6HJB	2	48	1	1
	UA6CK	—	2½	18	1	—
	UA6DK	—	2½	24	1	—
	UA6CL	—	3	18	1	—
	UA6DL	UA6DLB	3	24	1	1
	UA6FL	UA6FLB	3	36	1	1
	UA6HL	UA6HLB	3	48	1	1
	UA6DM	—	3½	24	1	—
	UA6FM	—	3½	36	1	—
	UA6HM	—	3½	48	1	—
	UA6DN	—	4	24	1	—
	UA6FN	UA6FNB	4	36	1	1
	UA6HN	UA6HNB	4	48	1	1
	UA6FP	UA6FPB	5	36	1	1
	UA6HP	UA6HPB	5	48	1	1
	UA6FR	UA6FRB	6	36	1	1
	UA6HR	UA6HRB	6	48	1	1
11¼° ELBOW 	UA3DJ	UA3DJB	2	24	1	25
	UA3FJ	UA3FJB	2	36	1	1
	UA3HJ	—	2	48	1	—
	UA3HK	—	2½	48	1	—
	UA3DL	UA3DLB	3	24	1	1
	UA3FL	UA3FLB	3	36	1	1
	UA3HL	—	3	48	1	—
	UA3DM	—	3½	24	1	—
	UA3HM	—	3½	48	1	—
	UA3DN	UA3DNB	4	24	1	1
	UA3FN	UA3FNB	4	36	1	1
	—	UA3SNB	4	150	—	1
	UA3HN	UA3HNB	4	48	1	1
	UA3FP	UA3FPB	5	36	1	1
	UA3HP	—	5	48	1	—
	—	UA3UPB	5	240	—	1
	UA3FR	UA3FRB	6	36	1	1
	UA3HR	—	6	48	1	—
	UA3FT*	—	8	36	1	—

Consult factory for additional sizes/configurations.

SEGMENT	PLAIN END CAT. NO.	BELLED END CAT. NO.	NOM. DIAM. (IN.)	RADIUS (IN.)	PLAIN END STD. CTN.	BELLED END STD. CTN.
22½° ELBOW 	UA5FF	—	1	36	1	—
	UA5FG	—	1¼	36	1	—
	UA5FH	UA5FHB	1½	36	1	1
	UA5CJ	UA5CJB	2	18	1	1
	UA5DJ	UA5DJB	2	24	1	25
	UA5EJ	UA5EJB	2	30	1	1
	UA5FJ	UA5FJB	2	36	1	1
	UA5HJ	—	2	48	1	—
	UA5VJ	—	2	300	1	—
	UA5CK	—	2½	18	1	—
	UA5DK	—	2½	24	1	—
	UA5EK	—	2½	30	1	—
	UA5FK	—	2½	36	1	—
	UA5HK	—	2½	48	1	—
	—	UA5CLB	3	18	—	1
	UA5DL	UA5DLB	3	24	1	1
	UA5EL	UA5ELB	3	30	1	1
	UA5FL	UA5FLB	3	36	1	1
	UA5HL	—	3	48	1	—
	UA5VL	—	3	300	1	—
	UA5DM	—	3½	24	1	—
	UA5EM	—	3½	30	1	—
	UA5FM	—	3½	36	1	—
	UA5HM	—	3½	48	1	—
	UA5DN	UA5DNB	4	24	1	1
	UA5EN	UA5ENB	4	30	1	1
	UA5FN	UA5FNB	4	36	1	1
	UA5HN	UA5HNB	4	48	1	1
	UA5IN	—	4	60	1	—
	UA5JN	—	4	72	1	—
	UA5SN	UA5SNB	4	150	1	1
	—	UA5UNB	4	240	—	1
	—	UA5VNB	4	300	—	1
	—	UA5DPB	5	24	—	1
	UA5EP	UA5EPB	5	30	1	1
	UA5FP	UA5FPB	5	36	1	1
	UA5HP	UA5HPB	5	48	1	1
	UA5IP	—	5	60	1	—
	UA5SP	—	5	150	1	—
	—	UA5UPB	5	240	—	1
—	UA5VPB	5	300	—	1	
UA5FR	UA5FRB	6	36	1	1	
UA5HR	UA5HRB	6	48	1	1	
UA5IR	—	6	60	1	—	
UA5RR	—	6	144	1	—	
UA5SR	—	6	150	1	—	
UA5VR	—	6	300	1	—	
UA5FT*	—	8	36	1	—	
UA5HT*	—	8	48	1	—	

Note: Elbows 72" and larger may be shipped in segments. Consult factory for specifics.
* 8" elbows are not UL Listed.



Board of Public Works Staff Report

Project/Event:	Award Construction Agreement for East 3 rd Street from Mitchell Street to Eagleson Avenue, East 3 rd Street from Overhill Drive to Mitchell Street, and West Country Club Drive from Walnut Street to 1097 feet East of Madison Street Resurfacing Project
Petitioner/Representative:	Engineering Department
Staff Representative:	Matt Smethurst
Date:	May 23rd, 2023

Report: This project shall include the milling and resurfacing of asphalt pavement, the installation of sidewalk, curb, ADA compliant ramps, and pavement markings on East 3rd Street and Country Club Drive. Bids were opened at the work session for the Board of Public Works on May 22nd, 2023. The City received two bids:

- E & B Paving, LLC- \$946,815.00
- Milestone Contractors, LP- 958,859.00

E & B Paving, LLC was the lowest responsive and responsible bidder. Construction is anticipated to begin in the summer of 2023. Single lane restrictions will be in place during construction utilizing flaggers. This project is funded through a Community Crossing Matching Grant and local funding.

City of Bloomington Contract and Purchase Justification Form

Vendor: E & B Paving, LLC

Contract Amount: \$946,815.00

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

PURCHASE INFORMATION

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

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input checked="" 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: 2			Was the lowest cost selected? (If no, please state below why it was not.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

E & B Paving, LLC was the lowest responsive and responsible bidder.

Matt Smethurst

Print/Type Name

Project Manager

Print/Type Title

Engineering

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

E & B PAVING, LLC

FOR

East 3rd Street from Mitchell Street to Eagleson Avenue, East 3rd Street from Overhill Drive to Mitchell Street, and West Country Club Drive from Walnut Street to 1097 feet East of Madison Street Resurfacing Project

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and E & B Paving, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the milling and resurfacing of asphalt pavement, the installation of sidewalk, curb, ADA compliant ramps, and pavement markings on East 3rd Street from Mitchell Street to Eagleson Avenue, East 3rd Street from Overhill Drive to Mitchell Street, and Country Club Drive from Walnut Street to 1097 feet East of Madison Street, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within one hundred twenty (120) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02 City shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank d/b/a Yellow Cardinal Advisory Group shall serve as the escrow agent.

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

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

4.04 **Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of CITY, CITY may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner

that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but CITY or another party under contract with CITY, said funds shall be released to CITY.

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

forfeit the right to recover damages from CONTRACTOR or his or her Surety for his or her failure to complete the work in the time specified.

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage,	

contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	E & B Paving, LLC
Attn: Matt Smethurst	Attn: Garrett Gough
P.O. Box 100 Suite 130	2520 West Industrial Park Drive
Bloomington, Indiana 47402	Bloomington, Indiana 47404

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject

to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR'S employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

5.20 Living Wage Ordinance (LWO)

Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Contractor is determined to be a covered employer under the LWO. Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit F; 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 parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

Jennifer Lloyd, Secretary

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

East 3rd Street from Mitchell Street to Eagleson Avenue, East 3rd Street from Overhill Drive to Mitchell Street, and West Country Club Drive from Walnut Street to 1097 feet East of Madison Street Resurfacing Project

This project shall include, but is not limited to, the milling and resurfacing of asphalt pavement, the installation of sidewalk, curb, ADA compliant ramps, and pavement markings on East 3rd Street from Mitchell Street to Eagleson Avenue, East 3rd Street from Overhill Drive to Mitchell Street, and Country Club Drive from Walnut Street to 1097 feet East of Madison Street.

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.	N/a	N/a	N/a	N/a	N/a
B.					
C.					
D.					
				Total	\$ <u>N/a</u>

Method of Compliance (Specify) N/a

Garrett Gough

Date: May 22, _____, 2023

Signature

Garrett Gough
Printed Name



STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Garrett Gough and acknowledged the execution of the foregoing this 22 day of May, 2023.

My Commission Expires: 03/05/2028

Whitney L Bond
Signature of Notary Public

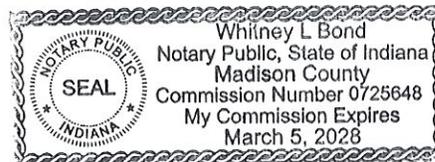
County of Residence: Madison

Whitney L Bond
Printed Name of Notary Public

Commission #: 0725648

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

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



ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

E-Verify AFFIDAVIT

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

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

Signature [Handwritten Signature]

Garrett Gough
Printed Name



STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Garrett Gough and acknowledged the execution of the foregoing this 22 day of May, 2023.

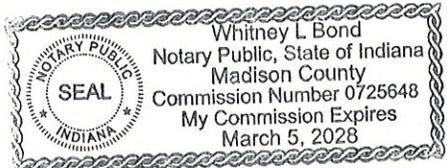
My Commission Expires: 03/05/2023

[Handwritten Signature]
Signature of Notary Public

County of Residence: Madison

Whitney L Bond
Printed Name of Notary Public

My Commission #: 0725648



ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:

COUNTY OF Monroe)

AFFIDAVIT

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

1. The undersigned is the Division Manager of
(job title)
E & B Paving, LLC
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Garrett Gough
Signature

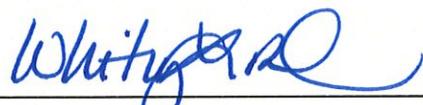
Garrett Gough
Printed Name



STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Garrett Gough
and acknowledged the execution of the foregoing this 22 day of May, 2023.

My Commission Expires: 03/05/2023



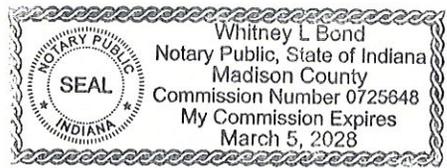
Signature of Notary Public

County of Residence: Madison

Whitney L Bond

Printed Name of Notary Public

My Commission #: 0725648



ATTACHMENT 'E'

"Unit Prices"

EXHIBIT "F"

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the Click here to enter text. of Click here to enter text.
(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 their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the "Living Wage Ordinance."

4. The projected employment needs under the award include the following: Click here to enter text.

5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: Click here to enter text.

6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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 (handwritten Todd Hoops)

Printed name: Todd Hoops



STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Todd Hoops and acknowledged the execution of the foregoing this 22 day of May, 2023.

My Commission Expires: 03/05/28

Whitney L Bond

Notary Public

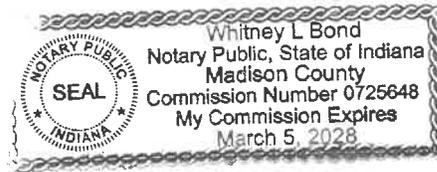
County of Residence: Madison

Madison

Name Printed

0725648

Commission Number





Board of Public Works Staff Report

Project/Event:	Award Construction Agreement for Hopewell Phase I East Infrastructure Project
Petitioner/Representative:	Engineering Department
Staff Representative:	Matt Smethurst
Date:	May 23rd, 2023

Report: This project shall include the construction of new roadway, sidewalk and multiuse path, curbing, landscaping, and stormwater infrastructure at the Hopewell Phase I East site. Bids were opened at a public meeting on May 3rd, 2023. The City received two bids:

- Milestone Contractors, LP- \$13,373,284.90
- Crider & Crider, Inc.- \$15,936,167.90

Milestone Contractors, LP were the lowest responsive and responsible bidder. Construction is anticipated to begin in the summer of 2023. Single lane restrictions will be in place during construction utilizing flaggers. This project is TIF funded and will require RDC approval.

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LP

Contract Amount: \$13,373,284.90

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

PURCHASE INFORMATION

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

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input checked="" 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.)	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

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

Milestone Contractors, LP were the lowest responsive and responsible bidder.

Matt Smethurst

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

MILESTONE CONTRACTORS, LP

FOR

Hopewell Phase I East Infrastructure Project

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Engineering Department through the Board of Public Works (hereinafter CITY), and Milestone Contractors, LP, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the construction of new roadway, sidewalk and multiuse path, curbing, landscaping, stormwater infrastructure, and other work as required per the plans and specifications at the Hopewell Phase I East Site, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR by October 31st, 2024, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02 CITY shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations,	and \$2,000,000 in the aggregate

General Aggregate Limit (other than Products/Completed Operations)

Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Milestone Contractors, LP
Attn: Matt Smethurst	Attn: Aaron Chandler
P.O. Box 100 Suite 130	4755 West Arlington Road
Bloomington, Indiana 47402	Bloomington, Indiana 47404

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject

to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR'S employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

5.20 Living Wage Ordinance (LWO)

Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," are required to pay their covered employees at least a living wage. Currently, the living wage is \$15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Contractor is determined to be a covered employer under the LWO. Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit F; 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 parties of this Agreement have hereunto set their hands.

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Elizabeth Karon, Vice President

Printed Name

Jennifer Lloyd, Secretary

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

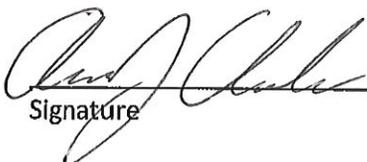
Hopewell Phase I East Infrastructure Project

This project shall include, but is not limited to, the construction of new roadway, sidewalk and multiuse path, curbing, landscaping, stormwater infrastructure, and other work as required per the plans and specifications at the Hopewell Phase I East Site.

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.	TRENCH BOX	LS	\$1,500.00	1	\$1,500.00
B.					
C.					
D.					
				Total	\$ 1,500.00

Method of Compliance (Specify) TRENCH BOX

Date: MAY 3, 2023



Signature

AARON CHANDLER

Printed Name

STATE OF INDIANA)
) SS:
 COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared AARON CHANDLER and acknowledged the execution of the foregoing this 3RD day of MAY, 2023.

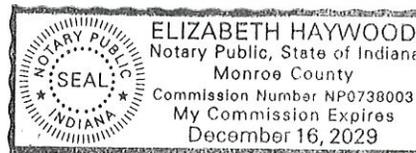
My Commission Expires: 12/16/2029


 Signature of Notary Public

County of Residence: MONROE

ELIZABETH HAYWOOD
 Printed Name of Notary Public

Commission #: 738003



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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

E-Verify AFFIDAVIT

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

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

Signature
AARON CHANDLER
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared AARON CHANDLER and acknowledged the execution of the foregoing this 3RD day of MAY, 2023.

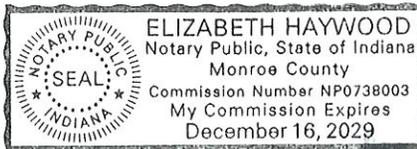
My Commission Expires: 12/16/29

Signature of Notary Public

County of Residence: MONROE

ELIZABETH HAYWOOD
Printed Name of Notary Public

My Commission #: 738003



ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)

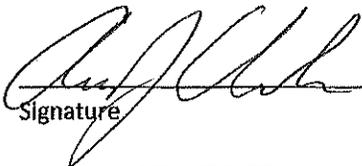
) SS:

COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the DIRECTOR OF ESTIMATING of
(job title)
MILESTONE CONTRACTORS, LP.
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
 - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.


Signature

AARON CHANDLER

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared AARON CHANDLER
and acknowledged the execution of the foregoing this 3RD day of MAY, 2023.

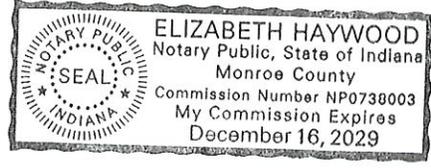
My Commission Expires: 12/16/29

Elizabeth Haywood
Signature of Notary Public

County of Residence: MONROE

ELIZABETH HAYWOOD
Printed Name of Notary Public

My Commission #: 738003



ATTACHMENT 'E'

"Unit Prices"



Project Title : Hopewell Phase I East Infrastructure

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001		STORMWATER MANAGEMENT BUDGET	1	LS	\$67,465.00	\$67,465.00
002		TEMPORARY SILT FENCE	1,475	LFT	\$2.15	\$3,171.25
003		TEMPORARY INLET PROTECTION	38	EACH	\$110.00	\$4,180.00
004		TEMPORARY SEEDING	713	LBS	\$2.75	\$1,960.75
005		MAINTENANCE OF TRAFFIC	1	LS	\$100,000.00	\$100,000.00
006		CLEARING RIGHT OF WAY	1	LS	\$100,000.00	\$100,000.00
007		WATER AND SERVICE LINE, REMOVE	298	LFT	\$20.00	\$5,960.00
008		ASPHALT MILLING 1.5"	324	SYS	\$18.00	\$5,832.00
009		PAVEMENT REMOVAL	17,660	SYS	\$15.00	\$264,900.00
010		CURB, REMOVE	3,398	LFT	\$15.00	\$50,970.00
011		SIDEWALK CONCRETE, REMOVE	895	SYS	\$25.00	\$22,375.00
012		SIGN, REMOVE	49	EACH	\$100.00	\$4,900.00
013		RETAINING WALL, REMOVE	584	LFT	\$65.00	\$37,960.00
014		INLET, REMOVE	13	EACH	\$1,000.00	\$13,000.00
015		MANHOLE, REMOVE	3	EACH	\$2,000.00	\$6,000.00
016		MISCELLANEOUS CONCRETE, REMOVE	42	SYS	\$100.00	\$4,200.00
017		PIPE, REMOVE	1,272	LFT	\$15.00	\$19,080.00
018		SANITARY SEWER, REMOVE	694	LFT	\$20.00	\$13,880.00
019		FENCE & POSTS, REMOVE	32	LFT	\$30.00	\$960.00
020		FIRE HYDRANT, ASSEMBLY, REMOVE	1	EACH	\$1,500.00	\$1,500.00
021		LIGHT POLE, REMOVE	19	EACH	\$1,500.00	\$28,500.00
022		GUARDRAIL, REMOVE	120	LFT	\$20.00	\$2,400.00
023		RETAINING WALL, TYPE 1	78	LFT	\$550.00	\$42,900.00
024		RETAINING WALL, TYPE 2	45	LFT	\$650.00	\$29,250.00
025		EXCAVATION, COMMON	13,135	CYS	\$46.00	\$604,210.00
026		SUBGRADE TREATMENT, TYPE IC (MODIFIED)	3,060	SYS	\$35.00	\$107,100.00
027		GEOGRID - INTERAX FILTERGRID NX750-FG	3,060	SYS	\$2.00	\$6,120.00
028		COMPACTED LIMESTONE SHOULDER	8	CYS	\$70.00	\$560.00
029		COMPACTED SAND	12	CYS	\$70.00	\$840.00
030		COMPACTED AGGREGATE NO. 8	265	CYS	\$100.00	\$26,500.00
031		COMPACTED AGGREGATE NO. 53	1055	TON	\$90.00	\$94,950.00

Continued on next page.



Project Title : Hopewell Phase I East Infrastructure

LINE	ITEM	DESCRIPTION	Approximate Quantity and	UNITS	UNIT PRICE	BID AMOUNT
032		HOT MIX ASPHALT, 2, 64, SURFACE, 9.5MM	693	TON	\$165.00	\$114,345.00
033		HOT MIX ASPHALT, 2, 64, INTERMEDIATE, 19MM	601	TON	\$115.00	\$69,115.00
034		HOT MIX ASPHALT, 3, 64, BASE, 25MM	903	TON	\$115.00	\$103,845.00
035		SIDEWALK, CONCRETE	1,814	SFT	\$15.00	\$27,210.00
036		CURB, CONCRETE	2,313	LFT	\$44.00	\$101,772.00
037		CURB, CONCRETE, 8"	249	LFT	\$65.00	\$16,185.00
038		CURB, INTEGRAL CONCRETE	262	LFT	\$57.00	\$14,934.00
039		CURB, CONCRETE, DEPRESSED	33	LFT	\$50.00	\$1,650.00
040		CONCRETE ENTRANCE	385	SYS	\$150.00	\$57,750.00
041		PARKING BARRIER, CONCRETE	7	EACH	\$150.00	\$1,050.00
042		LINE, PAINT, SOLID, WHITE, 4 IN.	1,067	LFT	\$4.00	\$4,268.00
043		LINE, PAINT, SOLID, BLUE, 4 IN.	122	LFT	\$8.00	\$976.00
044		PAVEMENT MESSAGE MARKING, PAINT, ADA ACCESSIBLE SYMBOL	4	EACH	\$200.00	\$800.00
045		PAVEMENT MESSAGE MARKING, MULTI-COMPONENT, LANE INDICATION ARROW	8	EACH	\$500.00	\$4,000.00
046		SIGN POST, SQ TYP 2, UNREINF, ANCHOR BASE	162	LFT	\$23.50	\$3,807.00
047		SIGN POST ASSEMBLY	12	EACH	\$800.00	\$9,600.00
048		SIGN, SHEET, WITH LEGEND, 0.80 IN. THICKNESS	53	SFT	\$30.00	\$1,590.00
049		SIGN, DOUBLE-FACED, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	21	SFT	\$38.00	\$798.00
050		SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	9	SFT	\$32.00	\$288.00
051		MULCHED SEEDING	15,547	SYS	\$1.20	\$18,656.40
052		WATER MAIN, 12 IN.	1,132	LFT	\$180.00	\$203,760.00
053		TAPPING SADDLE 24" X 12"	1	EACH	\$3,000.00	\$3,000.00
054		TAPPING SADDLE 12" X 12"	1	EACH	\$3,200.00	\$3,200.00
055		TAPPING VALVE 12"	2	EACH	\$7,500.00	\$15,000.00
056		M.J. 12 X 12" CROSS	1	EACH	\$3,500.00	\$3,500.00
057		M.J. 12 X 12" TEE	1	EACH	\$3,000.00	\$3,000.00
058		24" X 6" HOT TAP FOR FIRE HYDRANT	1	EACH	\$8,000.00	\$8,000.00

Continued on next page.



Project Title : Hopewell Phase I East Infrastructure

LINE	ITEM	DESCRIPTION	Approximate Quantity and	UNITS	UNIT PRICE	BID AMOUNT
059		M.J. 22.5 DEG ELBOW, 12"	10	EACH	\$1,500.00	\$15,000.00
060		M.J. 45 DEG ELBOW 12"	9	EACH	\$1,500.00	\$13,500.00
061		M.J. 90 DEG ELBOW 12"	1	EACH	\$1,500.00	\$1,500.00
062		M.J. GATE VALVE 12"	4	EACH	\$5,500.00	\$22,000.00
063		M.J. PLUG, 12"	2	EACH	\$1,000.00	\$2,000.00
064		FIRE HYDRANT ASSEMBLY	5	EACH	\$10,000.00	\$50,000.00
065		1" DOMESTIC SERVICE TAP	2	EACH	\$7,500.00	\$15,000.00
066		TEMPORARY CHLORINATION TAP	2	EACH	\$2,500.00	\$5,000.00
067		TEMPORARY BLOW-OFF ASSEMBLY	3	EACH	\$2,500.00	\$7,500.00
068		TESTING OF WATER MAINS (CBU SPECIFICATIONS)	1	LS	\$6,000.00	\$6,000.00
069		SANITARY MANHOLE (CBU STD. DET. 1)	5	EACH	\$5,400.00	\$27,000.00
070		SANITARY MANHOLE MODIFIED (CBU STD. DET. 1)	1	EACH	\$7,000.00	\$7,000.00
071		CONFLICT MANHOLE	1	EACH	\$8,000.00	\$8,000.00
072		PIPE, SANITARY SEWER, 8 IN., C-900	401	LFT	\$180.00	\$72,180.00
073		PIPE, SANITARY SEWER, 8 IN., SDR-35	490	LFT	\$170.00	\$83,300.00
074		PIPE, SANITARY SEWER, 8 IN., DUCTILE IRON	301	LFT	\$250.00	\$75,250.00
075		SANITARY LATERAL ASSEMBLY, 6"	11	EACH	\$8,500.00	\$93,500.00
076		PIPE, STORM SEWER, 12 IN., RCP	556	LFT	\$92.00	\$51,152.00
077		PIPE, STORM SEWER, 15 IN., RCP	509	LFT	\$110.00	\$55,990.00
078		PIPE, STORM SEWER, 18 IN., RCP	747	LFT	\$135.00	\$100,845.00
079		PIPE, STORM SEWER, 24 IN., RCP	319	LFT	\$210.00	\$66,990.00
080		PIPE, STORM SEWER, 36 IN., RCP	760	LFT	\$274.00	\$208,240.00
081		PIPE, STORM SEWER, 42 IN., RCP	220	LFT	\$365.00	\$80,300.00
082		PIPE, STORM SEWER, 6 IN., PVC	135	LFT	\$50.00	\$6,750.00
083		PIPE, STORM SEWER, 15 IN., PVC	34	LFT	\$160.00	\$5,440.00

Continued on next page.



Project Title : Hopewell Phase I East Infrastructure

LINE	ITEM	DESCRIPTION	Approximate Quantity and	UNITS	UNIT PRICE	BID AMOUNT
084		PIPE, STORM SEWER, 12 IN., HDPE	226	LFT	\$60.00	\$13,560.00
085		PIPE, STORM SEWER, 15 IN., HDPE	32	LFT	\$105.00	\$3,360.00
086		PIPE, STORM SEWER, 18 IN., HDPE	0	LFT		
087		UNDERDRAIN, 4 IN., PERFORATED	1,520	LFT	\$30.00	\$45,600.00
088		PIPE END SECTION, 18 IN. DIA.	1	EACH	\$2,000.00	\$2,000.00
089		NYLOPLAST DRAIN BASINS	2	EACH	\$5,000.00	\$10,000.00
090		CENTERSTONE STORMWATER DETENTION SYSTEM	1	LS	\$245,000.00	\$245,000.00
091		PLAZA STORMWATER DETENTION SYSTEM	1	LS	\$260,000.00	\$260,000.00
092		LOT 1 STORMWATER DETENTION SYSTEM	1	LS	\$160,000.00	\$160,000.00
093		LOT 5 STORMWATER DETENTION SYSTEM	1	LS	\$200,000.00	\$200,000.00
094		MANHOLE, TYPE J	4	EACH	\$6,000.00	\$24,000.00
095		MANHOLE, TYPE C	15	EACH	\$4,000.00	\$60,000.00
096		MANHOLE, TYPE K	7	EACH	\$7,800.00	\$54,600.00
097		MANHOLE, TYPE D	1	EACH	\$5,600.00	\$5,600.00
098		INLET, TYPE A	6	EACH	\$3,800.00	\$22,800.00
099		INLET, TYPE J	8	EACH	\$3,200.00	\$25,600.00
100		INLET, TYPE M	11	EACH	\$3,200.00	\$35,200.00
101		24" x 24" RECTANGULAR CONCRETE STRUCTURE	2	EACH	\$3,000.00	\$6,000.00
102		WQU - AQUA SWIRL XC-4	3	EACH	\$23,000.00	\$69,000.00
103		WQU - AQUA SWIRL XC-7	1	EACH	\$45,000.00	\$45,000.00
104		FIBER OPTIC CONDUIT	2764	LFT	\$70.00	\$193,480.00
105		FIBER OPTIC JUNCTION BOX	3	EACH	\$4,000.00	\$12,000.00
106		CONCRETE STEPS	20	CYS	\$1,500.00	\$30,000.00
107		UTILITY ACCESS TRENCH	13	LFT	\$1,200.00	\$15,600.00
108		FOOTING, PAVILION	22	CYS	\$800.00	\$17,600.00
109		LIMESTONE QUARRY BLOCK (RAMP)	1	LS	\$35,000.00	\$35,000.00
110		LIMESTONE STEPPER, TYPE A	25	EACH	\$3,200.00	\$80,000.00
111		LIMESTONE STEPPER, TYPE B	6	EACH	\$4,700.00	\$28,200.00
112		LIMESTONE STEPPER, TYPE C	3	EACH	\$4,800.00	\$14,400.00
113		LIMESTONE BLOCK CLUSTER, GROUP 1	1	LS	\$67,000.00	\$67,000.00
114		LIMESTONE BLOCK CLUSTER, GROUP 2	1	LS	\$53,000.00	\$53,000.00
115		LIMESTONE BLOCK CLUSTER, GROUP 3	1	LS	\$55,000.00	\$55,000.00

Continued on next page.



Project Title : Hopewell Phase I East Infrastructure

LINE	ITEM	DESCRIPTION	Approximate Quantity and	UNITS	UNIT PRICE	BID AMOUNT
116		LIMESTONE, HEADWALL	1	LS	\$37,000.00	\$37,000.00
117		SST HANDRAIL AND POST	310	LFT	\$220.00	\$68,200.00
118		SCREEN WALL	1	LS	\$80,000.00	\$80,000.00
119		LOG SCRAMBLE	1	LS	\$25,000.00	\$25,000.00
120		ELECTRICAL, SYSTEM	1	LS	\$1,400,000.00	\$1,400,000.00
121		SIDEWALK, CONCRETE, MODIFIED	12,683	SFT	\$8.00	\$101,464.00
122		CONCRETE PAVEMENT, 6 IN.	1,448	SFT	\$23.00	\$33,304.00
123		CONCRETE PAVEMENT, 8 IN.	800	SFT	\$30.00	\$24,000.00
124		CURB, CONCRETE, MODIFIED	808	LFT	\$56.00	\$45,248.00
125		CONCRETE CONTAINMENT CURB, 8 IN.	3,855	LFT	\$42.00	\$161,910.00
126		CONCRETE CONTAINMENT CURB, 12 IN.	60	LFT	\$125.00	\$7,500.00
127		CONCRETE CONTAINMENT CURB, 24 IN.	40	LFT	\$150.00	\$6,000.00
128		UNIT PAVER, TYPE 1 (PEDESTRIAN)	936	SFT	\$42.00	\$39,312.00
129		UNIT PAVER, TYPE 2 (VEHICULAR)	88	SFT	\$55.00	\$4,840.00
130		UNIT PAVER, TYPE 3 (TACTILE WARNING)	2,251	SFT	\$62.00	\$139,562.00
131		METAL EDGE RESTRAINT, TYPE 1	72	LFT	\$25.00	\$1,800.00
132		METAL EDGE RESTRAINT, TYPE 2	46	LFT	\$25.00	\$1,150.00
133		METAL EDGE RESTRAINT, TYPE 3	46	LFT	\$25.00	\$1,150.00
134		PERMEABLE PAVERS, TYPE 1 (PEDESTRIAN)	23,912	SFT	\$23.50	\$561,932.00
135		PERMEABLE PAVERS, TYPE 2 (VEHICULAR)	47,892	SFT	\$21.00	\$1,005,732.00
136		DETECTABLE WARNING SURFACE	464	SFT	\$100.00	\$46,400.00
137		ARTIFICIAL TURF, STANDARD	3,154	SFT	\$30.00	\$94,620.00
138		ARTIFICIAL TURF, FALL RATED	1,322	SFT	\$33.00	\$43,626.00
139		IRRIGATION SYSTEM	1	LS	\$175,000.00	\$175,000.00
140		CISTERN PUMP AND TANK	1	LS	\$420,000.00	\$420,000.00
141		PLATFORM BENCH, TYPE 1	4	EACH	\$62,000.00	\$248,000.00
142		PLATFORM BENCH, TYPE 2 (STAGE)	1	LS	\$86,000.00	\$86,000.00

Continued on next page.



Project Title : Hopewell Phase I East Infrastructure

LINE	ITEM	DESCRIPTION	Approximate Quantity and	UNITS	UNIT PRICE	BID AMOUNT
143		BENCH, TYPE 1	2	EACH	\$24,000.00	\$48,000.00
144		BENCH, TYPE 2	4	EACH	\$22,000.00	\$88,000.00
145		BENCH, TYPE 3	1	LS	\$75,000.00	\$75,000.00
146		SWING, STRUCTURE	2	EACH	\$98,000.00	\$196,000.00
147		FOOTBRIDGE	1	LS	\$102,000.00	\$102,000.00
148		PAVER GRATE, TYPE 1	10	EACH	\$5,500.00	\$55,000.00
149		PAVER GRATE, TYPE 2	24	EACH	\$6,000.00	\$144,000.00
150		UMBRELLA	2	EACH	\$23,000.00	\$46,000.00
151		BICYCLE RACK, TYPE 1	14	EACH	\$1,500.00	\$21,000.00
152		BICYCLE RACK, TYPE 2	8	EACH	\$1,000.00	\$8,000.00
153		DRINKING FOUNTAIN	2	EACH	\$10,000.00	\$20,000.00
154		REMOVABLE BOLLARD	14	EACH	\$2,600.00	\$36,400.00
155		BOLLARD RACK, TYPE 1	2	EACH	\$1,000.00	\$2,000.00
156		BOLLARD RACK, TYPE 2	1	EACH	\$1,000.00	\$1,000.00
157		PING PONG TABLE	2	EACH	\$15,000.00	\$30,000.00
158		PLANTING SOIL	1,397	CYS	\$200.00	\$279,400.00
159		PLANTER SOIL	10	CYS	\$400.00	\$4,000.00
160		TURF, SOD	709	SYS	\$36.00	\$25,524.00

Continued on next page.



Project Title : Hopewell Phase I East Infrastructure

LINE	ITEM	DESCRIPTION	Approximate Quantity and	UNITS	UNIT PRICE	BID AMOUNT
161		DECIDUOUS TREE, SINGLE STEM, 1.25" to 2" TO 2"	42	EACH	\$707.00	\$29,694.00
162		DECIDUOUS TREE, SINGLE STEM, OVER 2" TO 2.5"	80	EACH	\$710.00	\$56,800.00
163		DECIDUOUS TREE, SINGLE STEM, OVER 2.5" TO 3.5"	5	EACH	\$940.00	\$4,700.00
164		DECIDUOUS TREE, MULTI-STEM, 96" TO 120"	17	EACH	\$725.00	\$12,325.00
165		DECIDUOUS SHRUB, 18" TO "24	484	EACH	\$65.00	\$31,460.00
166		CONIFEROUS, BROAD SPREADING	151	EACH	\$65.00	\$9,815.00
167		PLANT, ORNAMENTAL GRASS (#1)	1,029	EACH	\$17.00	\$17,493.00
168		PLANT,GROUND COVER	1,178	EACH	\$12.00	\$14,136.00
169		PLANT, PERENNIAL (#1)	3,728	EACH	\$22.00	\$82,016.00
170		PLANT, ANNUAL (32-CELL FLAT)	464	EACH	\$6.00	\$2,784.00
171		MULCH, HARDWOOD	180	CYS	\$100.00	\$18,000.00
172		LANDSCAPE EDGE, SPADE	638	LFT	\$2.00	\$1,276.00
173		LANDSCAPE EDGE, STEEL	60	LFT	\$45.00	\$2,700.00
174		DRY STREAM BED	945	SFT	\$85.00	\$80,325.00
175		SUSPENDED PAVEMENT ASSEMBLY	253	CYS	\$450.00	\$113,850.00
176		CONSTRUCTION LAYOUT	1	LS	\$100,000.00	\$100,000.00
177	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$640,000.00	\$640,000.00
178		CONTAMINATED SOILS, STOCKPILE	18,495	TON	\$3.50	\$64,732.50
179	202-05546	REGULATED MATERIALS, DISPOSE, TYPE C	1,648	TON	\$23.00	\$37,904.00
180	202-05551	REGULATED MATERIALS, REMOVE, TYPE C	1,648	TON	\$25.00	\$41,200.00
181	202-05556	REGULATED MATERIALS, TRANSPORT, TYPE C	1,648	TON	\$45.00	\$74,160.00
182	203-02010	EXCAVATION, ROCK	100	CYS	\$200.00	\$20,000.00
183		RAISED PAVEMENT MARKER	3	EACH	\$60.00	\$180.00
184		SITE FURNISHING ANCHOR	62	EACH	\$200.00	\$12,400.00
185		BUILDING TRADE PARK SIGN, REMOVAL	1	LS	\$1,500.00	\$1,500.00
186		CONTRACTOR ASSEMBLY AND INSTALLATION OF O.F.S.F.	1	LS	\$26,000.00	\$26,000.00

BID:	\$12,967,284.90
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Project Title : Hopewell Phase I East Infrastructure

LINE	ITEM	DESCRIPTION	Approximate Quantity and	UNITS	UNIT PRICE	BID AMOUNT
ALTERNATE #1 - SECTION 32 3300 - SITE FURNISHINGS						
A1-1	PAVILION		1	LS	\$350,000.00	\$350,000.00
TOTAL ALTERNATE #1:						\$350,000.00
ALTERNATE #2 - SECTION 32 3300 - SITE FURNISHINGS						
A2-1	PAVILION, INSTALLATION		1	LS	\$21,000.00	\$21,000.00
TOTAL ALTERNATE #2:						\$21,000.00
ALTERNATE #3 - SECTION 32 9200 - Turf and Grasses						
A3-1	EXTENDED MAINTENANCE PERIOD, SOD		1	LS	\$14,000.00	\$14,000.00
ALTERNATE #3 - SECTION 32 9300 - PLANTS						
A3-2	EXTENDED MAINTENANCE PERIOD, PLANTS		1	LS	\$21,000.00	\$21,000.00
TOTAL ALTERNATE #3:						\$35,000.00

Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

AUTHORIZATION CERTIFICATE



First Financial Bank dba Yellow Cardinal
Advisory Group ("Yellow Cardinal")

Client Name ("Entity"):	
Type of Entity:	
Principal Address:	
Tax ID:	
Account:	

THE UNDERSIGNED HEREBY CERTIFIES TO YELLOW CARDINAL:

- 1) That (S)he is authorized, in his/her position as Secretary/President/Member/Manager/General Partner (as applicable) of the Entity, and directed to execute this Authorization Certificate on behalf of Entity.
- 2) Entity:
 - a. Is duly organized, validly existing and in good standing in its state of organization as well as in all jurisdictions where Entity operates.
 - b. Has the power and authority to provide this Authorization, to confer the powers identified in this Authorization Certificate, and to carry on its business as currently conducted.
- 3) That the following resolutions were duly adopted by the directors, trustees or other governing body of Entity in accord with and pursuant to the charter and other organizational documents of Entity and applicable law and are in full force and effect and have not been modified or revoked.

RESOLVED:

- a. That Yellow Cardinal is hereby appointed as an investment manager with full authority to direct the management, acquisition, and disposition of Entity's assets designated in its agreements with the Yellow Cardinal.
- b. That the following persons ("Agents") are hereby authorized to act on behalf of Entity and appoint Yellow Cardinal as an investment manager with full authority to direct the management, acquisition, and disposition of the Entity's assets as designated in Entity's agreements with Yellow Cardinal and provide instructions to Yellow Cardinal and execute documents with Yellow Cardinal on behalf of Entity.

	Name:	Title
A		
B		
C		
D		

- c. That Yellow Cardinal is authorized to rely upon and to accept as genuine and authorized the facsimile signature of any Agent or such signatures that resemble facsimile signatures, without any duty to determine the genuineness of such signature or whether it was authorized by Entity.
 - d. That Entity agrees to the terms, conditions, and applicable rules or regulations of Yellow Cardinal governing accounts and services, as may be amended from time to time pursuant to their terms or as permissible by applicable law or regulation.
 - e. That the foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission shall have been received by Yellow Cardinal, and that receipt of such notice shall not affect any action taken by Yellow Cardinal prior to its receipt of such notice. Entity shall indemnify and hold harmless Yellow Cardinal from any loss or damage arising out of any action by Yellow Cardinal in reliance on, or in furtherance of, these resolutions. All transactions, if any, conducted with Yellow Cardinal prior to the adoption of these resolutions are hereby ratified, approved and confirmed.
 - f. That these resolutions supersede all prior resolutions delivered to the Yellow Cardinal, if any, concerning the above referenced accounts.
- 4) The preceding resolutions and the powers granted therein conform to the organizational documents of Entity now in effect and said resolutions are in full force and effect and have not been amended or rescinded.

ENTITY SEAL
(Optional)

I have subscribed my name to this document on

Signature of Authorized Entity Official

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made as of _____, 20____ by and among the City of Bloomington, Indiana, an Indiana municipal corporation ("Owner"), _____ Milestone Contractors, LP

_____, a(n) _____ ("Contractor"), and **FIRST FINANCIAL BANK, an Ohio state chartered bank, dba YELLOW CARDINAL ADVISORY GROUP** ("Escrow Agent").

1. Recitals.

- 1.1 The _____ City, _____ and _____ Milestone Contractors, _____ LP (hereinafter referred to as the "Parties"), simultaneously with the execution and delivery _____ of this Escrow Agreement, _____ have entered into a(n) dated _____, 20____ (the "Agreement");
- 1.2 The City is required by Indiana law to enter into an escrow agreement of funds for construction of public works projects in an amount of \$100,000 or more; and
- 1.3 The City has agreed to place portions of the funds as part of its Agreement with _____ retained by the City ("Deposit") in escrow with Escrow Agent pending the closing of the transactions contemplated by the Agreement or termination thereof prior to closing; and
- 1.4 Escrow Agent is willing to hold the Deposit in escrow on the terms and conditions hereinafter set forth.

2. Agreement. In consideration of the foregoing, the parties hereto hereby agree as follows:

2.1 The Deposit.

- 2.1.1 **Delivery of Deposit.** The City will deliver to Escrow Agency by wire transfer or certified check immediately available funds, such sum constituting the Deposit. Escrow Agent will promptly deposit and maintain the Deposit as set forth below.

Investment of Deposit.

Escrow agent will deposit the escrowed funds in a segregated First Financial wealth management cash sweep money market account managed and administered by the escrow agent or one of its affiliates; No deposit of escrowed funds will be invested in investment grade bonds or public securities except by the express written agreement of the parties. Any interest, dividends, or other income accruing on the Deposit will be credited to the Escrow Account. Escrow Agent makes no representation as to the yield of such investment and will bear no liability for any delays in depositing the Deposit or for any failure to achieve the maximum possible yield from such Deposit.

- 2.1.2 **Net Deposit.** The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, if pursuant to Section 3.6 hereof, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow

Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably satisfactory to Escrow Agent.

- 2.2 Delivery of Deposit.** If the transactions contemplated by the Agreement are consummated as provided therein, then upon delivery of the Payment Certificate in the form attached hereto as Exhibit A and executed by both Parties, Escrow Agent will pay the Net Deposit, plus all accrued interest thereon, less any expenses, including but not limited to attorneys' fees, as instructed on the Payment Certificate or other joint instruction that complies with Section 3.1 below.
- 2.3 Effect of Termination of Agreement.** If the transactions contemplated by the Agreement are not consummated as provided therein, then upon delivery of the Payment Certificate in the form attached hereto as Exhibit A and executed by both Parties, Escrow Agent will pay the Net Deposit, plus all accrued interest thereon, less any expenses, including but not limited to attorneys' fees, as instructed on the Payment Certificate or other joint instruction that complies with Section 3.1 below.

3. General.

- 3.1 Proper Certificate.** In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashiers check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the parties hereto, excluding the Escrow Agent.
- 3.2 Authority of Signatures.** Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.
- 3.3 Authority to Execute.** Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.
- 3.4 Request for Written Instructions.** The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.
- 3.5 Reliance on Advice of Counsel.** The Escrow Agent may act upon advice of counsel in reference to any matter connected herewith, and will not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence.
- 3.6 Inconsistent Notices; Payment Into Court.** In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or

demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

- 3.7 Resignation of Escrow Agent.** The Escrow Agent may resign at any time by giving a minimum of 30 days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment or a court of competent jurisdiction.
- 3.8 Limitation of Duties.** The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.
- 3.9 Liability of Escrow Agent.** The Parties each agree that Escrow Agent will not be liable to either of the Parties for any act or omission hereunder or any matter or thing arising out of its conduct hereunder, except for Escrow Agent's willful misconduct or gross negligence. Escrow Agent will have no liability of any kind with respect to the Deposit other than to hold, invest (if so provided in Section 2.1.2 above) and release the Deposit or otherwise proceed in accordance with the terms of this Escrow Agreement.
- 3.10 Indemnification.** The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement, except for costs, claims or damages arising out of Escrow Agent's willful misconduct or gross negligence. Following thirty days' notice to each of the Parties, Escrow Agent may charge against the Deposit any amounts still owed to Escrow Agent and may withhold payment of the Deposit as security for any unliquidated claim.
- 3.11 Fees of Escrow Agent.** As payment in full for the service to be rendered by Escrow Agent hereunder, _____ will timely pay to Escrow Agent the fees payable in accordance with Schedule A attached hereto. _____ agrees to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel). It is understood that Escrow Agent's fee schedule may be adjusted, upon thirty days' notice to each of the Parties, from time to time to conform with its then current guidelines.

3.12 No Obligation to Use Funds. The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

3.13 No Representations. The Escrow Agent makes no representation as to the sufficiency, validity or value of the Deposit or the sufficiency or validity of this Escrow Agreement or any other instrument referred to herein, or as to the correctness of any statement contained herein or therein, except Escrow Agent represents that this Escrow Agreement is binding on Escrow Agent and enforceable against it in accordance with its terms.

3.14 Bond. No bond will be required of the Escrow Agent.

3.15 Notices. All notices, demands, requests, consents or approvals and other communications required or permitted hereunder will be in writing, and, to the extent required by applicable law, will comply with the requirements of the Uniform Commercial Code then in effect, and will be addressed to such party at the address set forth below or to such other address as any party may give to the other in writing for such purpose:

IF TO

Attn: _____

WITH A COPY TO

Attn: _____

IF TO

Attn: _____

WITH A COPY TO

Attn: _____

IF TO ESCROW AGENT

YELLOW CARDINAL ADVISORY GROUP

125 3rd Street
Columbus, IN 47201
Attn: Lynda Garber, CTFA, Fiduciary Officer

All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered; if given by mail, on the fourth business day after such communication is deposited in the mail with first-class postage prepaid, return receipt requested; or if sent by overnight courier service, on the day after deposit thereof with such service; or if sent by certified or registered mail, on the third business day after the day on which deposited in the mail.

- 3.16 **Modification.** This Escrow Agreement will be mutually binding on all parties and may not be modified or amended orally, but only by a writing signed by all parties hereto.
- 3.17 **Headings.** The headings contained in this Escrow Agreement are for reference purposes only and will not affect the meaning or interpretation of such instruments.
- 3.18 **Amendments and Modifications.** This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended and the terms or covenants hereof may be waived only by a written instrument executed by all the parties hereto.
- 3.19 **Entire Agreement.** This Escrow Agreement contains the entire agreement between the parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.
- 3.20 **Governing Law.** This Escrow Agreement will be governed by and construed in accordance with the laws of the State of Indiana, without regard to conflict of law principles.
- 3.21 **Jurisdiction.** The Parties hereby irrevocably submit to the jurisdiction of the state court or federal district court having jurisdiction in Monroe County, Indiana, or by written consent of the parties, any state or federal court(s) located within any other county, state or jurisdiction where Escrow Agent is located, in any action or proceeding arising out of or relating to this Escrow Agreement and the parties hereto irrevocably agree that all claims with respect to such action or proceeding will be heard and determined in such federal court.
- 3.22 **Binding Nature; No Third Party Beneficiaries; Assignment.** This Escrow Agreement will be binding upon and inure solely to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to

the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

3.23 Counterparts. This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

ESCROW AGENT:

YELLOW CARDINAL ADVISORY GROUP

By: _____

Name: _____

Title: _____

ESCROW PARTIES:

CONTRACTOR

By: _____

Name: _____

Title: _____

CITY OF BLOOMINGTON

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Reviewed and Approved By:

Jeffery Underwood, Controller

SCHEDULE A

ESCROW FEE SCHEDULE

Escrow Agreement dated _____, 20____, between _____
_____, _____, and _____.

The Escrow Agent will receive the following fee pursuant to the Yellow Cardinal Advisory Group published schedule, enclosed.

For normal services of First Financial Bank dba Yellow Cardinal Advisory Group ("Yellow Cardinal") as Escrow Agent Under Agreement, Yellow Cardinal's fees are based on initial market value, as determined by Yellow Cardinal. Separate charges and fees may apply for additional escrow transactions. Fees are charged to the account or billed to the client. Fees are as follows:

Market Value Fee *		
Account Value	Number of Transactions	Annual Fee
<\$1,000,000	1 per month	\$500
\$1,000,001 - \$5,000,000	1 per month	\$1,000
\$5,000,001 - \$10,000,000	1 per month	\$1,500
\$10,000,001 - \$20,000,000	1 per month	\$2,000
> \$20,000,001	1 per month	TBD

Escrow Transaction Fee *	
Transactions	Annual Fee
1 per month	No charge
2-4 per month	\$500
5-7 per month	\$1,000
8-10 per month	\$1,500
> 11 per month	TBD

* The City of Bloomington Escrow accounts will be charged a flat fee of \$100.00 per account, per year.

The Mutual Fund Compensation Disclosure and the relevant mutual fund prospectuses contain information regarding mutual fund fees and expenses and compensation which may be paid to Yellow Cardinal for services provided to certain mutual funds. You may obtain the Mutual Fund Compensation Disclosure and prospectuses from your account representative.

First Financial Wealth Management utilizes a First Financial Bank sponsored money market sweep deposit account as the primary sweep vehicle for this account. This sweep vehicle will not be subject to redemption fees or suspended withdrawals.

Termination Fees

Upon closing account and distribution of property, escrow agency may charge a reasonable termination fee.

Tax Reporting

An account will be charged for the preparation of federal and state income tax documents as required by law.

Additional Information

Other out-of-pocket expenses may be charged to the account, if and when incurred, which may include but are not limited to, the following:

- Registered mail services;
- Courier delivery services;
- Unusual or complicated asset re-registration;
- Unusual or complicated asset transfers;
- Excessive statement reproduction requests; or,
- Other extraordinary demands;
- Wire fees; and
- Legal fees as incurred.

COMMENTS: The City of Bloomington Escrow accounts will be charged a flat fee of \$100.00 per account, per year.

Client will be advised of any revisions to this schedule

GENERAL INSTRUCTIONS

What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of Non-U.S. Persons) for the following individuals (i.e., the beneficial owners):

i. Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation).

and

ii. An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30 percent equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

Beneficial Ownership Certification Form - 1-2021

(If no individual meets this definition, please write "Not Applicable.")

(Nonprofit Corporations only complete Part d.)

¹ In lieu of a passport number, Non-U.S. persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- a. An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- b. Any other individual who regularly performs similar functions. (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name / Title	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number and Country of Issuance, or other similar identification number ¹

¹ In lieu of a passport number, Non-U.S. persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I, _____ *(name of natural person opening account)*, hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

Signature: _____ Date: _____

Legal Entity Identifier: _____ (Optional)

For Institution Use Only:

	Type of Document	Document ID Number	Place of Issuance	Date of Issuance	Expiration Date
Owner 1					
Owner 2					
Owner 3					
Owner 4					
Control Person					

Verified By: _____ Date: _____



Board of Public Works Staff Report

Project/Event:	Request CenterPoint Energy for lane closures on N Kinser Pike from W 17 th St to N Brookdale Dr
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Dave Hudson, Miller Pipeline on behalf of CenterPoint Energy
Date:	May 23, 2023

Report: Miller Pipeline will be completing a gas main replacement project for CenterPoint Energy along N Kinser Pike. They are requesting temporary lane closures while they complete the work. Closures will be in place from May 30 to July 28, 2023.

This project is being coordinated with the City project on along W 17th St. The intersection of W 17th St and N Madison St will be fully closed from May 30 to July 14, 2023. The Miller Pipeline work will substantially completed before the intersection opens.



CenterPoint Energy proposes to replace gas main & service lines on Kinzer Pike from 17th St to W Brook Dale Dr. Miller pipeline will be the contractor on this project. This project will require lane closures in various areas throughout the job site. Wright Traffic Control will be handling closure set up, sign placement, sidewalk closures and detour set up in these areas. This project will require us to open dig and bore in some sections of the site. Any ditches or open holes will be backfilled or plated every night for safety. We will be providing door hangers for all customers affected by this project. We also walked to the job site with representatives from the City of Bloomington. Case Construction will be the contractor responsible for all final hard surface repairs.

Regards,

General Foreman David Hudson



CONSTRUCTION NOTIFICATION LETTER FOR VECTREN ENERGY DELIVERY BARE STEEL CAST IRON PROJECT

TO: Customers of Centerpoint Energy Delivery and

Others affected by construction activities

In an effort to continue our commitment to quality services, Miller Pipeline would like to inform you of the up coming construction activities in your neighborhood.

During the project, it may be necessary to dig in the public right-of-way associated with your property. If you are a customer of Centerpoint Energy Delivery, it may be necessary to dig on your property. Miller Pipeline will repair any lawns, street, sidewalks and curbs that have been disturbed during construction. Our restoration includes back filling of soil. Restoration is sometime difficult when the ground is wet or frozen. If we are unable to complete the restoration because of soil conditions, we will return when weather permits to complete the restoration.

Prior to installation, Miller Pipeline will conduct sewer and gas facilities locates to verify the locations on existing facilities. Miller Pipeline will call IUPPS for all known utilities to be located. If any utility or structure that can not or will not be located through IUPPS is considered private such as: invisible dog fence, well line, electric line run from the house to a garage or shed. If you are the owner or tenant and aware of any underground private utility please call the contacts below. If you are the tenant please inform the owner about this information.

Please call the Miller Pipeline Corp. contact number below if you have any question or if the restoration needs additional attention.

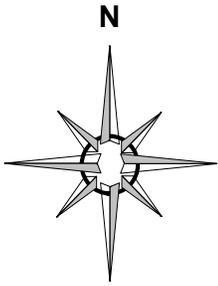
Miller Pipeline Corp. Contacts

Tracy Kindred
Superintendent
(317)694-0510

David Hudson
General Foreman
(317)509-1095

Stephen Turner
Sewer Locator
(812)470-4875

Seth Bays
Foreman
(317)517-4153



This flagging example may be used for additional locations on this project.

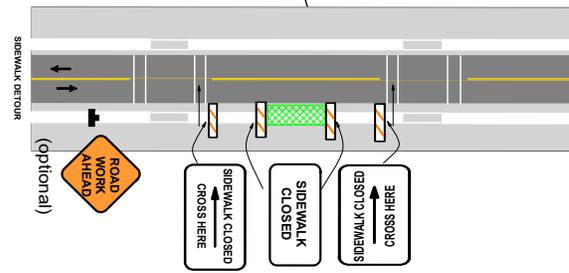
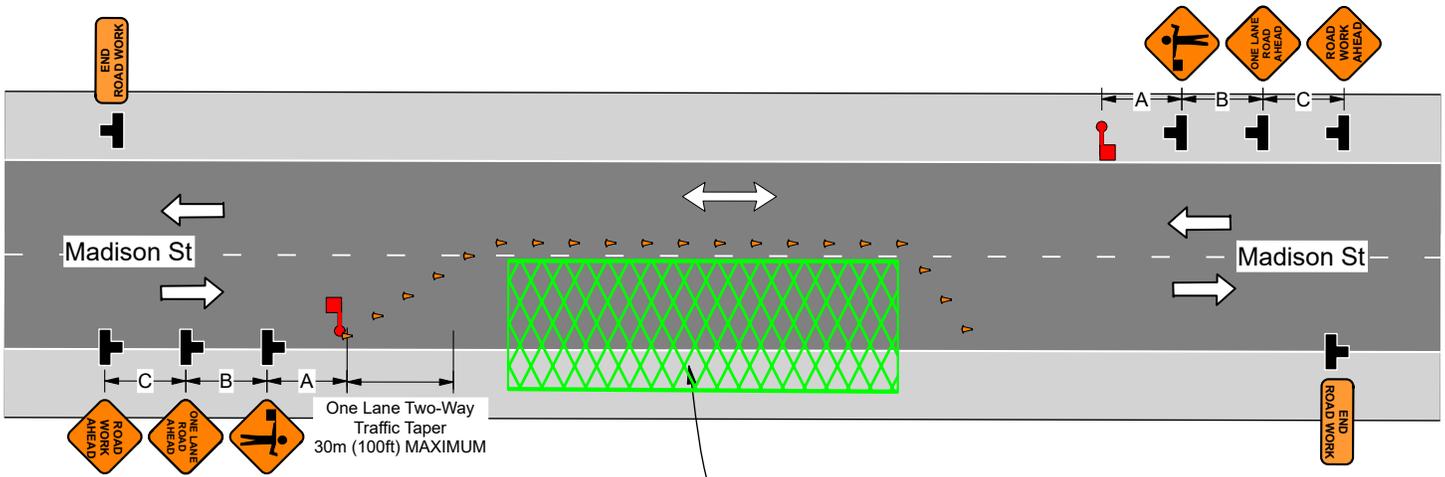


Table SH-2. Meaning of Symbols on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

* Speed category to be determined by highway agency
 ** The column headings A, B, and C are the dimensions shown in Figures SH-1 through SH-4b. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Date: 5/8/23 **Author:** Feil **Project:** Lane Closure on Two-Lane Road Using Flaggers

Comments:

1. Plan is Not To Scale.
2. Flagging operation to be used to close EB lane of Madison St.
3. Contractor to detour pedestrians around work area.

Kinsler Pike, Bloomington, IN





CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

ROW EXCAVATION ROW USE
 ADDRESS OF ROW ACTIVITY: _____

401 N Morton Street, Suite 130
 P.O. Box 100
 Bloomington, IN 47402
 Phone: (812) 349-3423
 Fax: (812) 349-3520
 Email:
 planning@bloomington.in.gov

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Millerpipe line</u> E-MAIL: <u>David.Hudson@millrpipe.com</u> COMPANY: <u>Millerpipe line</u> ADDRESS: <u>1762 Graham Rd</u> CITY, STATE, ZIP: <u>Franklin In 46131</u> 24-HR EMERGENCY CONTACT NAME: <u>David Hudson</u> 24-HR CONTACT PHONE #: <u>317-509-1095</u> INSURANCE #: <u>MN7Y3H20-30</u> COMPANY: <u>Old Republic</u> BOND#: <u>105764323</u> COMPANY: <u>Travelers</u> <small>*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> **SUBCONTRACTOR INFORMATION** <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: <u>Millerpipe line</u>	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* <small>(EXPLAIN):</small> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>Kinzie Pike</u> 1ST INTERSECTING STREET NAME: <u>W. Brookdale Dr.</u> 2ND INTERSECTING STREET NAME: <u>17th St</u> <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>5-30-23</u> END DATE: <u>7-28-23</u> # OF DAYS*: _____ 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"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small>
G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS: <u>6x6 x 10</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>5x5 x 30</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>3000 FT</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____	<div style="text-align: center;">  <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p> </div>
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>7:30</u> AM - <u>5:00</u> PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	H. INDEMNIFICATION AGREEMENT: <small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>David Hudson</u> SIGNATURE: <u>[Signature]</u> DATE: _____

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Request Gilliatte General Contractors for lane and sidewalk closures on S Clarizz Blvd

Staff Representative: Paul Kehrberg

Petitioner/Representative: Thomas Ritman, Gilliatte

Date: May 23, 2023

Report: Gilliatte General Contractors is continuing work on the Latimer Square project. They will be installing a protected bike lane along the west side of S Clarizz Blvd and a new sidewalk also on the west side. New curb ramps will be built along the east side of Clarizz.

To complete this work they are requesting to shift southbound traffic to the western northbound lane to make it two-way traffic temporarily. The sidewalk on the west side will also be closed for reconstruction. Restrictions will be in place from May 29 to July 7, 2023



GILLIATTE GENERAL CONTRACTORS, INC.
2515 Bloyd Avenue, Indianapolis, IN 46218
Phone: 317-638-3355 / Fax: 317-634-5997

May 15, 2023

Board of Public Work
401 N. Morton St.
Bloomington, IN 47404

Dear Board Members:

Please accept this correspondence as a request to be included on the agenda of the board meeting scheduled on 5/23/23 seeking approval of R.O.W. used for construction activities located at 3216 E. 3rd St. known as the Current at Latimer Square.

The work includes:
Clarizz Boulevard

1. Bike Lane and Sidewalk
 - a. New bike lane and sidewalk to be added along Clarizz St. Currently Clarizz is two (2) lanes both ways, the addition of the bike lane will make South Bound Clarizz only one (1) lane wide.
 - b. Pedestrians will cross the road at crosswalks, and all traffic both ways will be cut to one (1) lane in the existing North bound lanes. This gives us the South bound lanes to complete our work.

Our anticipated schedule would be as follows:

5/29/23 through 7/7/23

Attached is the MOT plans for coordination of these activities.

We have also notified all adjacent property owners, Bloomington Transit, and Bloomington Fire & Police Departments via certified mail including our M.O.T. plan.

Sincerely,

Gilliatte General Contractors, Inc.



Thomas J. Ritman
Project Manager



GILLIATTE GENERAL CONTRACTORS, INC.
2515 Bloyd Avenue, Indianapolis, IN 46218
Phone: 317-638-3355 / Fax: 317-634-5997

NOTICE OF CONSTRUCTION ACTIVITES

PROJECT: Current at Latimer Square

ADDRESS: 3216 E 3rd St. Bloomington, IN 47401

PROJECT SCHEDULE: May 29 – July 7, 2023

WORK WITHIN PUBLIC RIGHT-OF-WAY: S. Clarizz BLVD.

SEE ATTACHED MAINTENANCE OF TRAFFIC PLAN

PUBLIC MEETING

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

DATE: May 23, 2023 AT 5:30 PM

LOCATION: 401 N. MORTON STREET, SUITE 120
BLOOMINGTON, IN 47404

**REQUEST FOR APPROVAL OF THE USE OF AND WORK WITHIN THE PUBLIC
RIGHT-OF-WAY DURING CONSTRUCTION**

Public comment regarding this request will be accepted at the meeting

CONTRACTOR:

Gilliatte General Contractors

Thomas Ritman

Email: thomasritman@gilliatte.com

Phone: 317-638-3355

DEVELOPER/OWNER:

Trinitas Ventures

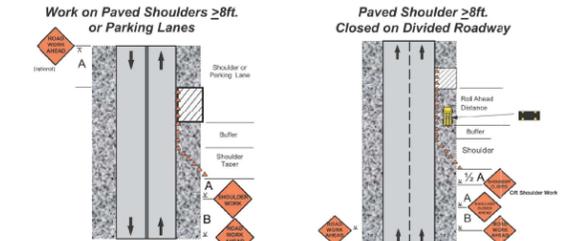
201 Main Street

West Lafayette, IN 47901

Email: mwidmer@trinitasconstruction.com

Phone: 765-464-2800

Indiana Department Of Transportation Permit Section Traffic Control Quick Reference Guide



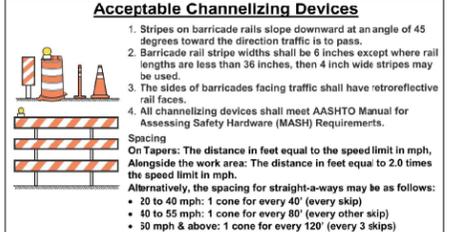
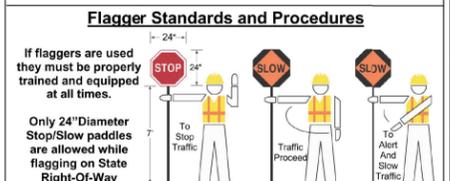
Notes:

- SHOULDER CLOSED signs should be used on limited-access highways where there is no opportunity for disabled vehicles to pull off the traveled way.
- UTILITY WORK AHEAD or WORKERS signs may be used instead of the ROAD WORK AHEAD sign.
- Use of an arrow display is optional. If used, it shall be operated in the caution mode.
- 50mph speed limit, shadow vehicle optional.



Notes:

- The flagger or flaggers shall use approved flagging procedures according to the MUTCD. 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.
- 50mph speed limit, shadow vehicle optional.



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	#C	L	#S	#C	L	#S	#C			
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
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	16

2-Way & Downstream Tapers are always 100/2.5/20/7

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	575	600	15
65	645	680	17
70	735	760	19

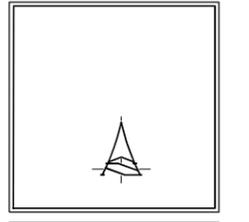
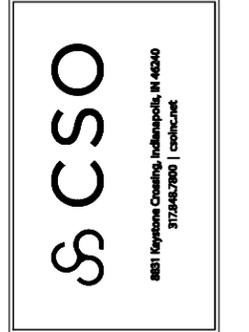
Roll-ahead Distances

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

NOTE: MARKED SPEED LIMIT FOR E. 3RD ST / SR 46 IS 35 MPH EAST AND WESTBOUND.

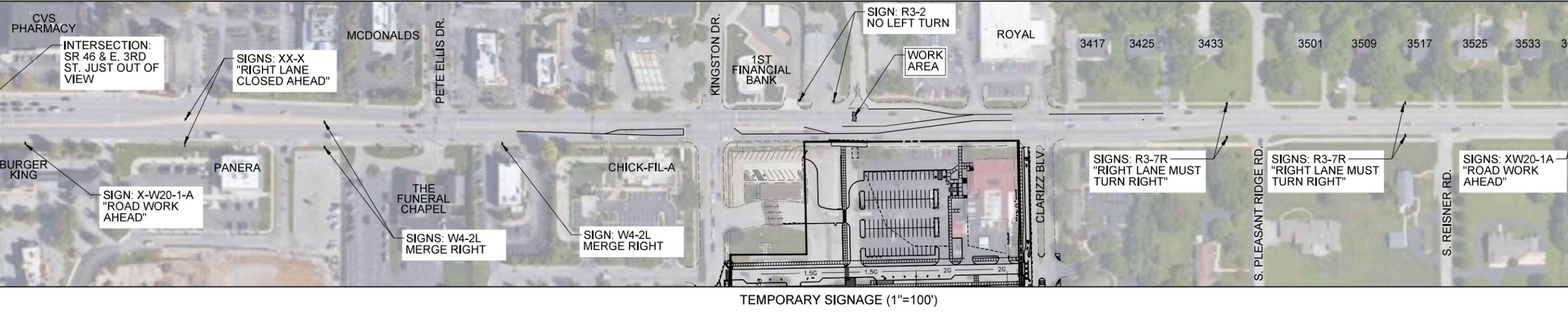
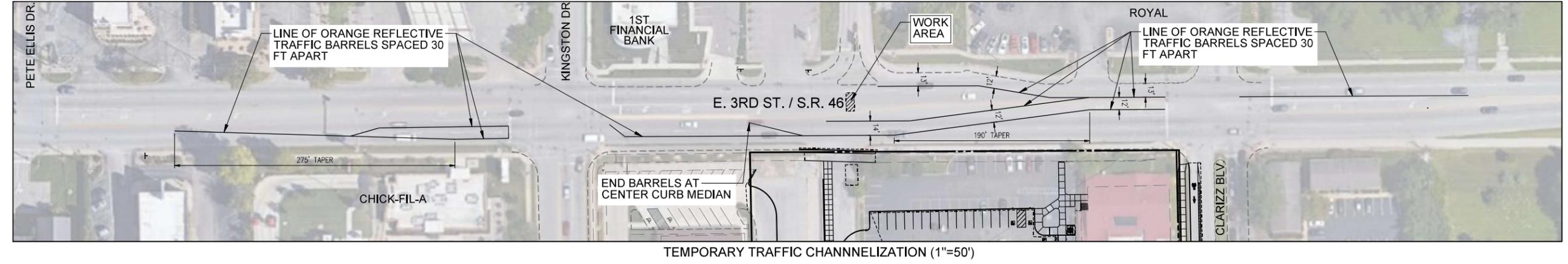
MAINTENANCE OF TRAFFIC NOTES

- CONTRACTOR TO FOLLOW INDIANA DEPARTMENT OF TRANSPORTATION PERMIT SECTION TRAFFIC CONTROL QUICK REFERENCE GUIDE ON THIS SHEET (WORK ON PAVED SHOULDERS >8FT) FOR CONSTRUCTION SIGNAGE, CHANNELIZATION AND TAPERS. SEE TYPICAL CROSS SECTION ON THIS SHEET AS WELL FOR TEMPORARY STRIPING, BARRELS WITHIN CONSTRUCTION AREA, AND REQUIRED LANES TO REMAIN OPEN DURING CONSTRUCTION.
- BRIDGING NOTE: WHEN BACKFILLING OPERATIONS OF AN EXCAVATION ACROSS A TRAFFIC LANE CANNOT BE COMPLETED WITHIN A WORKDAY, STEEL PLATE BRIDGING WITH NON-SKID SURFACE AND SHORING WILL BE REQUIRED TO PRESERVE VEHICLE TRAFFIC FLOW. BRIDGING SHALL BE SECURED BY THE USE OF CLEATS, DOWELS AND/OR SHIMS TO PREVENT MOVEMENT AND PROVIDE SMOOTH TRANSITIONS.
- FLASHING WARNING LIGHTS AND/OR FLAGS MAY BE USED TO CALL ATTENTION TO THE ADVANCE WARNING SIGNS.
- WHEN USED, THE "BE PREPARED TO STOP" SIGN SHOULD BE LOCATED BETWEEN THE "FLAGGER" SIGN AND THE "ONE LANE ROAD" SIGN.
- AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED, EXCEPT IN EMERGENCIES.



PROJECT: THE DISTRICT AT LATIMER SQUARE CONSTRUCTION ISSUE
BLOOMINGTON, INDIANA

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.
www.in.gov/indot



Scope Drawings:
These drawings are the property of the contractor. The contractor shall be responsible for the protection of the project in terms of structural design, contract, the dimensions of the building, the proper architectural entrance and the type of structural, mechanical and electrical systems. The drawings do not necessarily indicate or describe all work required for full performance and completion of the requirements of the Contract.
On the basis of the general scope indicated or described, the contractor shall furnish all items required for the proper execution and completion of the work.

Revisions:

11-05-21	JBT	JF
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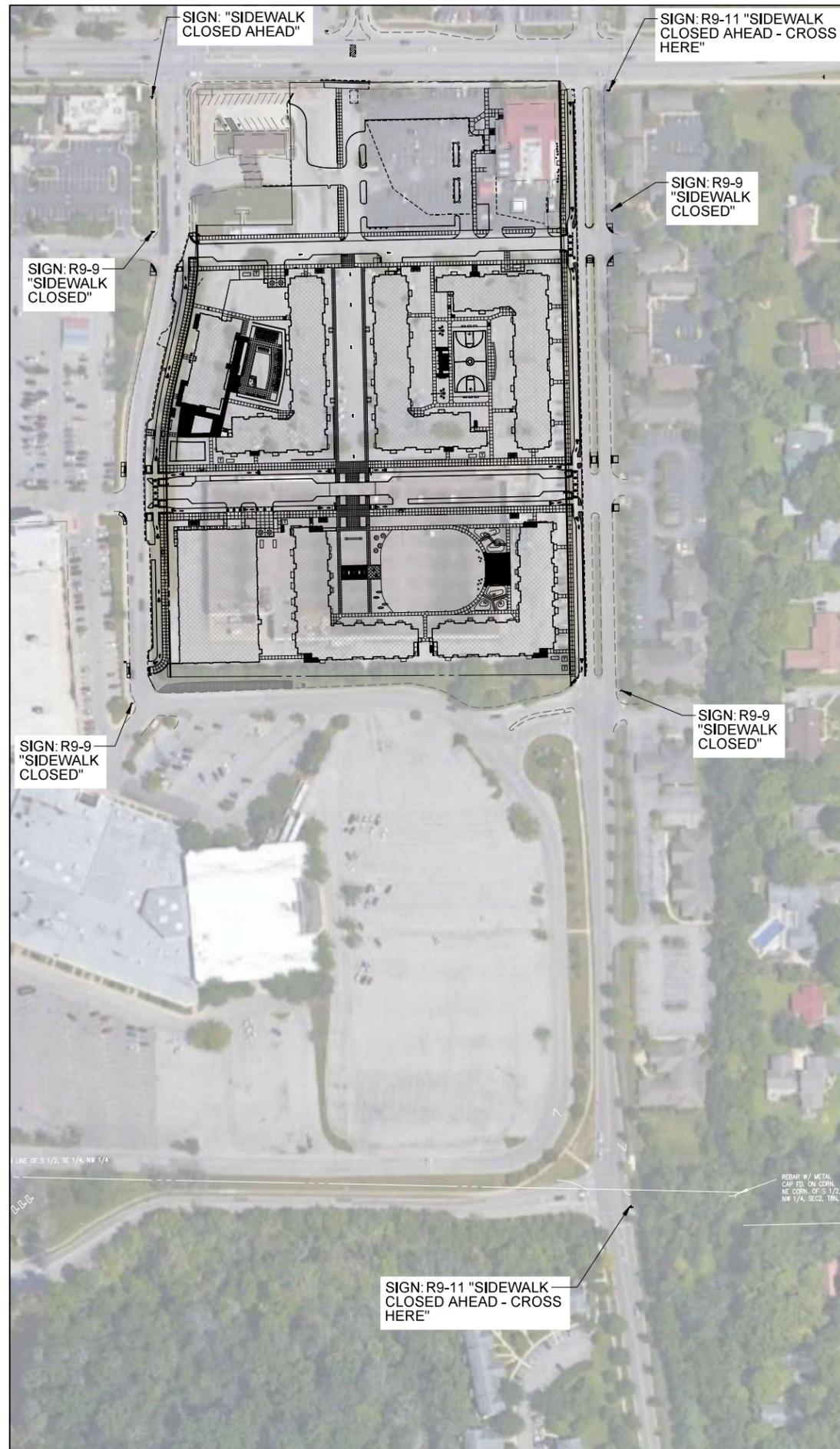
Issue Date 11-05-21
Drawn By JBT
Checked By JF

Drawing Title:
MAINTENANCE OF TRAFFIC PLAN

Certified By:
JEFFREY S. FANTON
No. 60018283
STATE OF INDIANA
PROFESSIONAL ENGINEER
1/26/22

Drawing Number:
C901

Project Number:
2020108

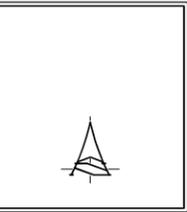


NOTE: WORK ALONG S. CLARIZZ BLVD. AND S. KINGSTON DR. SHALL COMMENCE FIRST WITH CONSTRUCTION OF ALL SIDEWALK RAMPS ALONG THE EAST SIDE OF S. CLARIZZ BLVD. AND THE WEST SIDE OF S. KINGSTON DR. ONCE THESE RAMPS ARE READY FOR PEDESTRIAN USE REMOVE SIDEWALK CLOSURE SIGNS AND PROCEED WITH ESTABLISHING MAINTENANCE OF TRAFFIC ELEMENTS AS SHOWN ON C903 FOR PROJECT-SIDE CONSTRUCTION.

LINE OF S 1/2, SE 1/4, NW 1/4

REBAR #/ METAL CAP ED. ON CORN. NE CORN. OF S 1/2, SE NW 1/4, SE2, T8N, R1W

TEMPORARY SIGNAGE (1"=100')



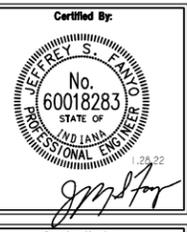
PROJECT:
THE DISTRICT AT LATIMER SQUARE
 CONSTRUCTION ISSUE
 BLOOMINGTON, INDIANA

Scope Drawings:
 These drawings include the general scope of the project in terms of structural design, contract, the dimensions of the building, the major architectural elements and the type of structural, mechanical and electrical systems.
 The drawings do not necessarily indicate or describe all work required for full performance and completion of the requirements of the Contract.
 On the basis of the general scope indicated or identified, the trade contractors shall furnish all items required for the proper execution and completion of the work.

Revisions:
 1. 11-05-21 - SEE ALSO LISTING OF SHEET REVISIONS ON SHEET C901.
 2. 11-05-21 - SEE ALSO LISTING OF SHEET REVISIONS ON SHEET C901.

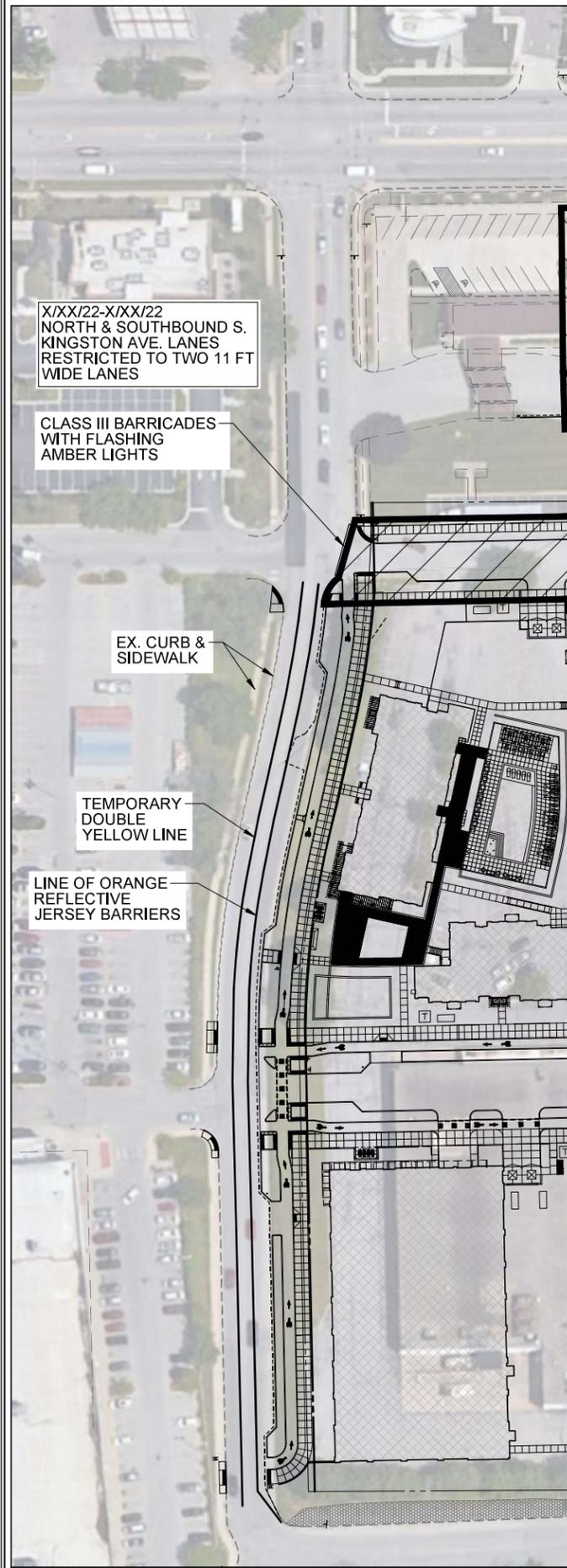
Issue Date	Drawn By	Checked By
11-05-21	JBT	JBF

Drawing Title:
MAINTENANCE OF TRAFFIC PLAN

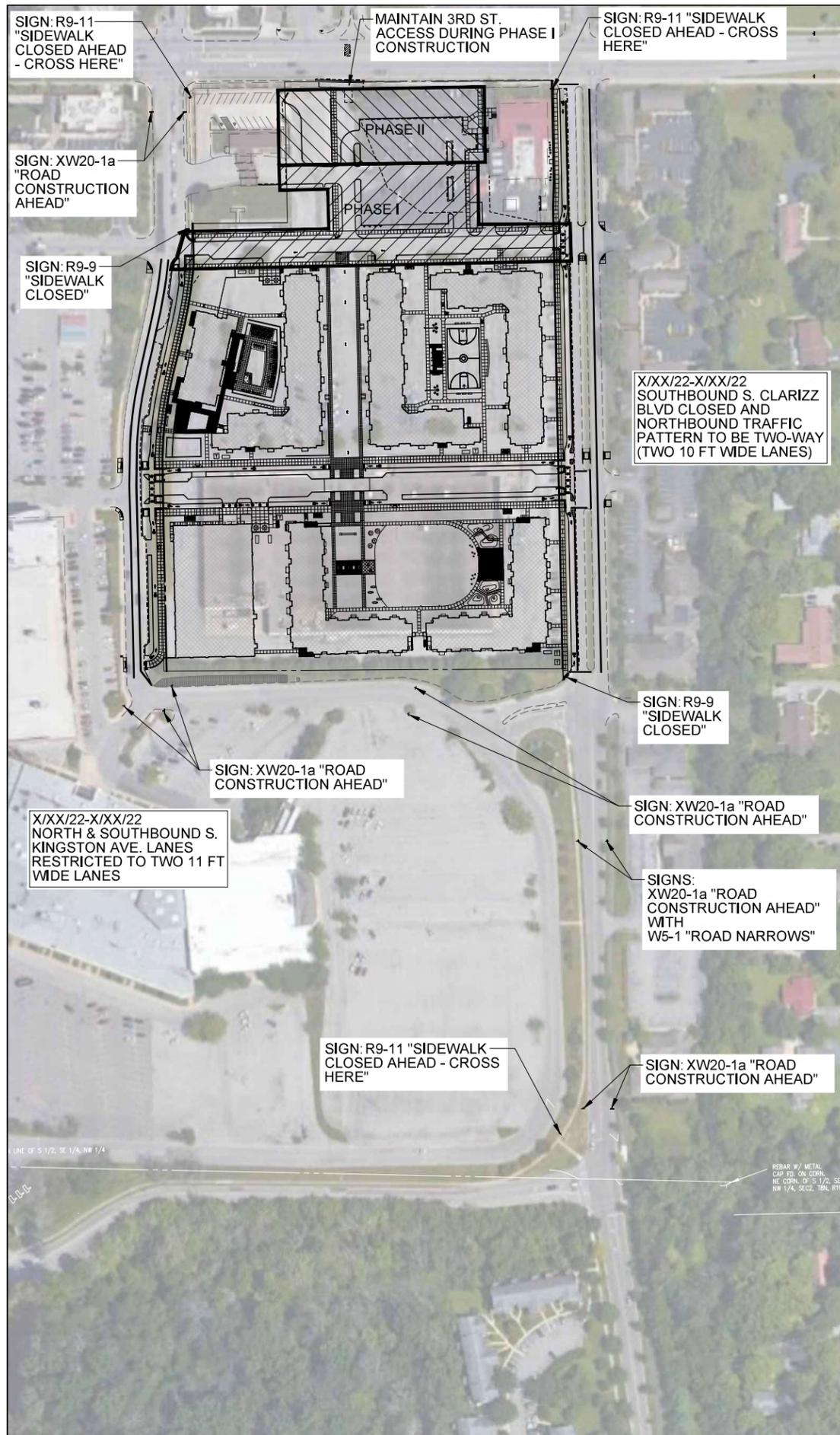


Drawing Number:
C902

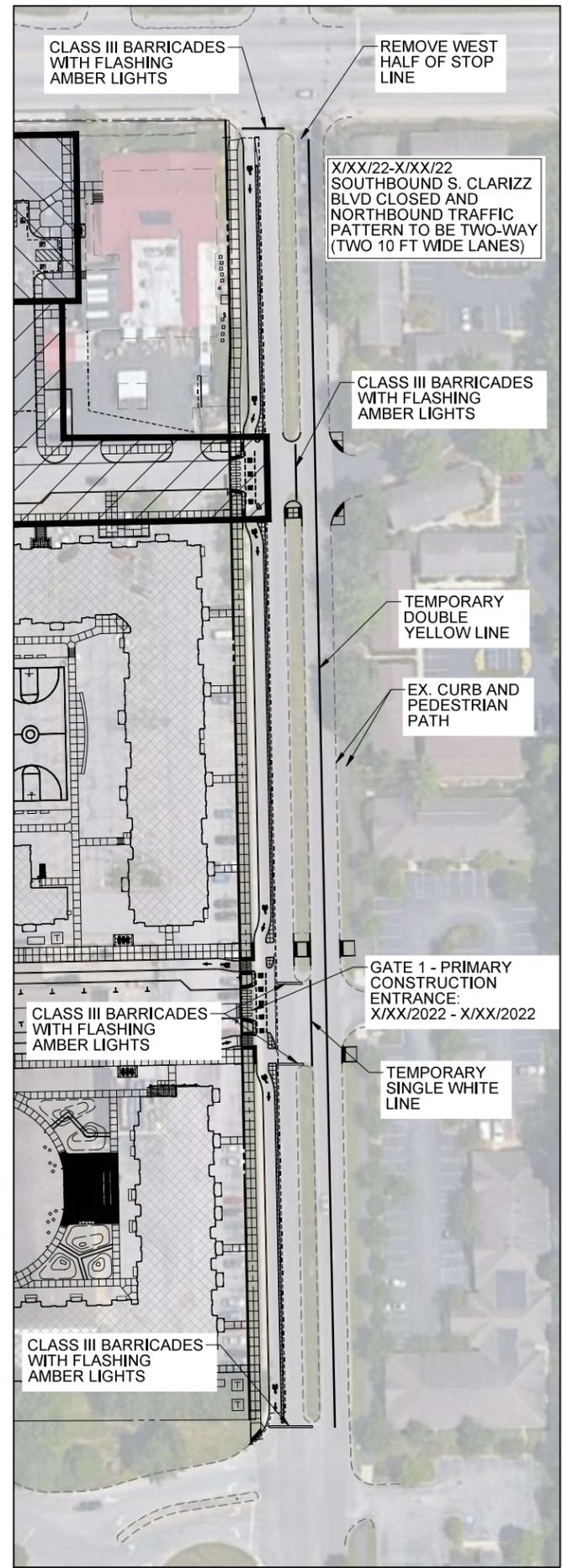
Project Number:
2020108



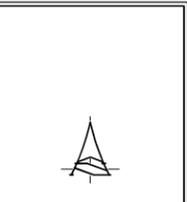
S. KINGSTON DR.
TEMPORARY TRAFFIC CHANNNELIZATION (1"=50')



TEMPORARY SIGNAGE (1"=100')



S. CLARIZZ BLVD.
TEMPORARY TRAFFIC CHANNNELIZATION (1"=50')



PROJECT:
 THE DISTRICT AT
 LATIMER SQUARE
 CONSTRUCTION ISSUE
 BLOOMINGTON, INDIANA

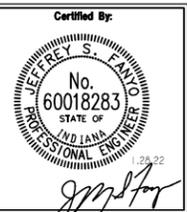
Scope Drawings:
 These drawings are for the convenience of the project in terms of architectural design, contract, the structure of the building, the major architectural elements and the type of structural, mechanical and electrical systems.
 The drawings do not necessarily indicate or describe all work required for full performance and completion of the improvements of the Contract.
 On the basis of the general scope indicated or described, the contractor shall furnish all items required for the proper installation and completion of the work.

Revisions:

NO. 03	12-10-21	SEE ALSO LISTING OF THIS SHEET REVISIONS ON SHEET C901.
NO. 02	1-28-22	SEE ALSO LISTING OF THIS SHEET REVISIONS ON SHEET C901.

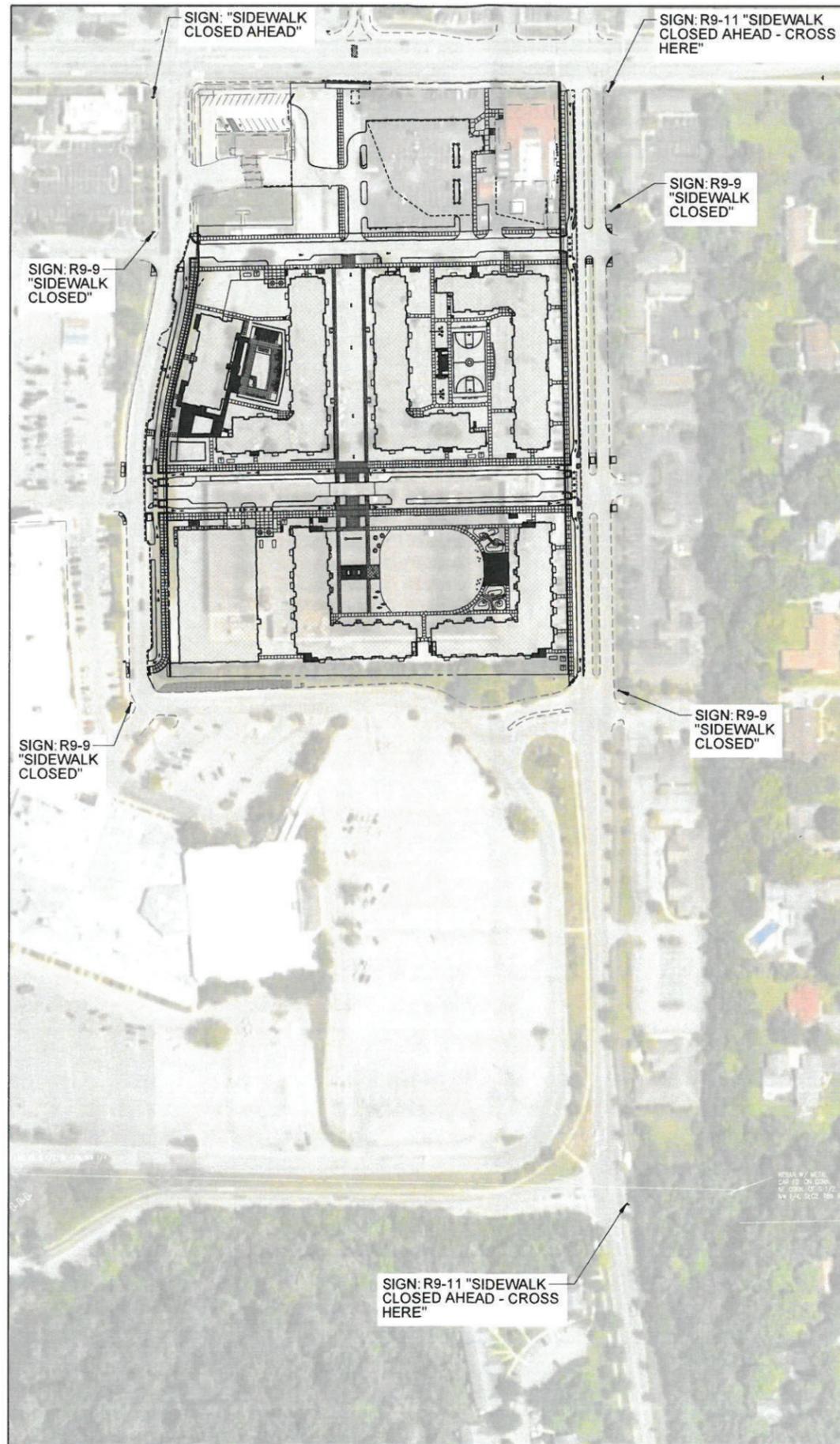
Issue Date	Drawn By	Checked By
11-05-21	JBT	JF

Drawing Title:
 MAINTENANCE
 OF TRAFFIC
 PLAN



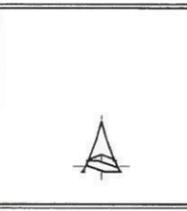
Drawing Number:
C903

Project Number:
2020108



NOTE: WORK ALONG S. CLARIZZ BLVD. AND S. KINGSTON DR. SHALL COMMENCE FIRST WITH CONSTRUCTION OF ALL SIDEWALK RAMPS ALONG THE EAST SIDE OF S. CLARIZZ BLVD. AND THE WEST SIDE OF S. KINGSTON DR. ONCE THESE RAMPS ARE READY FOR PEDESTRIAN USE REMOVE SIDEWALK CLOSURE SIGNS AND PROCEED WITH ESTABLISHING MAINTENANCE OF TRAFFIC ELEMENTS AS SHOWN ON C903 FOR PROJECT-SIDE CONSTRUCTION.

TEMPORARY SIGNAGE (1"=100')



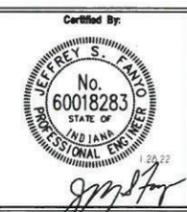
PROJECT:
**THE DISTRICT AT
 LATIMER SQUARE
 CONSTRUCTION ISSUE**
 BLOOMINGTON, INDIANA

Scope Drawings:

Revisions:

Issue Date	Drawn By	Checked By
11-05-21	gr	gr

Drawing Title:
**MAINTENANCE
 OF TRAFFIC
 PLAN**



Drawing Number:
C902

Project Number:
2020108



CITY OF BLOOMINGTON
RIGHT-OF-WAY USE PERMIT APPLICATION

City of Bloomington, Suite 100
 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: 3216 E 3rd St

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Thomas Ritman</u>		<input checked="" type="checkbox"/> CONES <input checked="" type="checkbox"/> ARROWBOARD	
E-MAIL: <u>thomas.ritman@gilliatte.com</u>		<input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Gilliatte General Contractors</u>		<input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>2515 Bloyd Ave.</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED	
CITY, STATE, ZIP: <u>Indianapolis, IN 46218</u>		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 <u>MOT Attached</u>	
24-HR EMERGENCY CONTACT NAME: <u>Thomas Ritman</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
24-HR CONTACT PHONE #: <u>317-281-4908</u>		IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436	
INSURANCE #*: <u>10110096 CP</u> COMPANY: <u>Accord</u>		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
BOND #*: <u>IN5123080</u> COMPANY: <u>Merchants</u>		PROJECT NAME: <u>N/A</u>	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT #:	
SUBCONTRACTOR INFORMATION		PROJECT MGR.:	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		PROJECT MGR. #:	
COMPANY NAME: <u>Goodman Construction, EA Asphalt & M Construction</u>		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY	
B. WORK DESCRIPTION:		G. EXCAVATIONS:	
<input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Install Bike Lane & on street parking. See plans.</u>		SQ FT OF PAVEMENT* EXCAVATIONS: <u>21,804-</u>	
*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: <u>3,792-</u>	
STREET NAME 1: <u>S. Clarice Blvd.</u>		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
1ST INTERSECTING STREET NAME: <u>E. 3rd St</u>		LINEAL FT OF BORE*: <u>N/A</u>	
2ND INTERSECTING STREET NAME: <u>S Kingston Dr</u>		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3		# OF POLE INSTALLATIONS/REMOVAL: <u>N/A</u>	
<input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		SQ FT OF SIDEWALK RECONSTRUCTION*: <u>N/A</u>	
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>5/29/23</u> END DATE: <u>7/7/23</u> # OF DAYS*: <u>30</u>		SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>15,300-</u>	
STREET NAME 2: _____		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
1ST INTERSECTING STREET NAME: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u>	
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		H. INDEMNIFICATION AGREEMENT:	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		PRINT NAME: <u>Thomas Ritman</u>	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		SIGNATURE: <u>[Signature]</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		DATE: <u>5/19/23</u>	
STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/>			
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) <u>closed 24/7</u>			

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



GILLIGE-01

KSHAW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2022

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 Gregory & Appel Insurance 1402 N Capitol Suite 400 Indianapolis, IN 46202	CONTACT NAME: PHONE (A/C, No, Ext): (317) 634-7491 FAX (A/C, No): (317) 634-6629 E-MAIL ADDRESS: corp@gregoryappel.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : State Automobile Mutual Insurance Company NAIC # 25135 INSURER B : Meridian Security Insurance Company 23353 INSURER C : INSURER D : INSURER E : INSURER F :	INSURED Gilliatte General Contractors, Inc 2515 Bloyd Ave Indianapolis, IN 46218

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			10110096CP	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			10110065CA	1/1/2023	1/1/2024	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			10110099CU	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	10110095WC	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			10110096CP	1/1/2023	1/1/2024	Leased/Rented Equip 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Automatic Additional Insured Applies on a Primary & Non-Contributory Basis to the General Liability per form SL 10 11 & SL 60 00 & additional insured on the Auto Liability per form BA 30 00 subject to policy terms, conditions & exclusions. Blanket Waiver of Subrogation applies to General Liability, Auto Liability & Workers' Compensation Coverages as per Forms SL 60 00, BA 30 00 & WC 00 03 13 subject to policy terms, conditions & exclusions.

CERTIFICATE HOLDER City of Bloomington P.O. Box 100, 401 North Morton St., Ste 130 Bloomington, IN 47402	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 <i>Hester Asher</i>
--	---

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

CONTINUATION CERTIFICATE (to be filed with the obligee)

<u>IN5123080</u>	<u>\$10,000</u>	<u>Right of Way</u>
BOND NO.	AMOUNT	DESCRIPTION
OBLIGEE <u>City of Bloomington</u>		
MERCHANTS BONDING COMPANY (MUTUAL) hereby continues in force Bond for:		
PRINCIPAL <u>Gilliatte General Contractors, Inc.</u>		
DBA _____		

All liability under this Continuation Certificate is effective 05/01/2022 and terminates midnight 05/01/2024
 This continuation is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed in the aggregate the largest single amount named in the Bond, the endorsement attached thereto, or any continuation certificate.
 Witness the signature of its President under the corporate seal on January 25, 2022

Attest: William Warner Jr. Secretary



MERCHANTS BONDING COMPANY (MUTUAL)

Larry Taylor President

CERTIFICATION

I hereby certify that the following is a true and correct copy of Section 1(b) and Section 1(d) of Article VI of the Bylaws of Merchants Bonding Company (Mutual) duly adopted and recorded to-wit: Section 1(b) "The President, Secretary, or Treasurer or any Assistant Treasurer or any Assistant Secretary shall have power and authority to execute on behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof," and Section 1(d) "The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."
 I further certify that the following are duly elected officers of the Company: Larry Taylor, President; and William Warner, Jr., Secretary.

IN TESTIMONY WHEREOF, I have hereunto set my hand as President and affix the Corporate Seal of the MERCHANTS BONDING COMPANY (MUTUAL)
 this 25th day of January 2022

Attest: William Warner Jr. Secretary



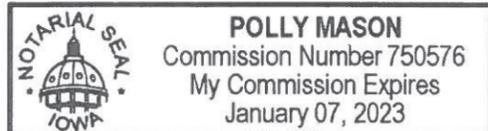
MERCHANTS BONDING COMPANY (MUTUAL)

Larry Taylor President

On this 25th day of January 2022 before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

Witnessed to and subscribed by me on January 25, 2022

Polly Mason
Notary Public





Board of Public Works Staff Report

Project/Event: Request from Gilliatte General Contractors for right of way use along S Kinston Dr

Staff Representative: Paul Kehrberg

Petitioner/Representative: Thomas Ritman, Gilliatte

Date: May 23, 2023

Report: Gilliatte General Contractors is continuing work on the Latimer Square project. On S Kingston Dr adjacent to their project they will be constructing curbs, sidewalks, curb ramps, and on street parking. They will be narrowing the lanes to complete the work. There will not be any closures. Restrictions will be in place from June 26 to July 28, 2023.



GILLIATTE GENERAL CONTRACTORS, INC.
2515 Bloyd Avenue, Indianapolis, IN 46218
Phone: 317-638-3355 / Fax: 317-634-5997

May 15, 2023

Board of Public Work
401 N. Morton St.
Bloomington, IN 47404

Dear Board Members:

Please accept this correspondence as a request to be included on the agenda of the board meeting scheduled on 5/23/23 seeking approval of R.O.W. used for construction activities located at 3216 E. 3rd St. known as the Current at Latimer Square.

The work includes:
Kingston Drive

1. Bike Lane, Sidewalk, and Street Parking
 - a. New street parking to be added along the East side of Kingston, as well as adding sidewalks and a bike path. New ADA accessible ramps to be added at existing sidewalks along the West side of Kingston.
 - b. There are no existing sidewalks along the East side of Kingston that will be affected by the new work being added. Kingston will have both North and South bound lanes narrowed to give room to add curbs. Once the sidewalks along the East side of Kingston are complete, pedestrian traffic along the west side will be diverted to the East side to add the ADA ramps on the West side.

Our anticipated schedule would be as follows:

6/26/23 through 7/28/23

Attached is the MOT plans for coordination of these activities.

We have also notified all adjacent property owners, Bloomington Transit, and Bloomington Fire & Police Departments via certified mail including our M.O.T. plan.

Sincerely,

Gilliatte General Contractors, Inc.


Thomas J. Ritman
Project Manager



GILLIATTE GENERAL CONTRACTORS, INC.
2515 Bloyd Avenue, Indianapolis, IN 46218
Phone: 317-638-3355 / Fax: 317-634-5997

NOTICE OF CONSTRUCTION ACTIVITIES

PROJECT: Current at Latimer Square

ADDRESS: 3216 E 3rd St. Bloomington, IN 47401

PROJECT SCHEDULE: June 26 – July 28, 2023

WORK WITHIN PUBLIC RIGHT-OF-WAY: S. Kingston Dr.

SEE ATTACHED MAINTENANCE OF TRAFFIC PLAN

PUBLIC MEETING

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

DATE: May 23, 2023 AT 5:30 PM

LOCATION: 401 N. MORTON STREET, SUITE 120
BLOOMINGTON, IN 47404

**REQUEST FOR APPROVAL OF THE USE OF AND WORK WITHIN THE PUBLIC
RIGHT-OF-WAY DURING CONSTRUCTION**

Public comment regarding this request will be accepted at the meeting

CONTRACTOR:

Gilliatte General Contractors

Thomas Ritman

Email: thomasritman@gilliatte.com

Phone: 317-638-3355

DEVELOPER/OWNER:

Trinitas Ventures

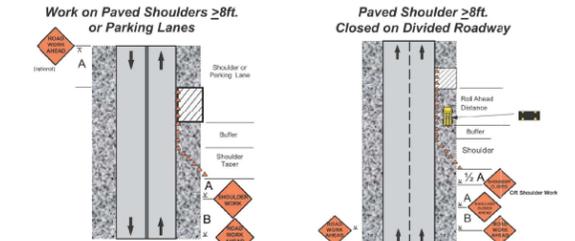
201 Main Street

West Lafayette, IN 47901

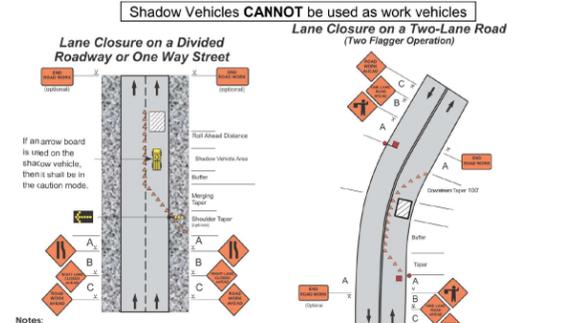
Email: mwidmer@trinitasconstruction.com

Phone: 765-464-2800

Indiana Department Of Transportation Permit Section Traffic Control Quick Reference Guide



- Notes:**
1. WORKERS or UTILITY WORK AHEAD signs may be used instead of the SHOULDER WORK or ROAD WORK AHEAD signs.
 2. SHOULDER CLOSED signs should be used on limited-access highways where there is no opportunity for disabled vehicles to pull off the traveled way.
 3. UTILITY WORK AHEAD or WORKERS signs may be used instead of the ROAD WORK AHEAD sign.
 4. Use of an arrow display is optional. If used, it shall be operated in the caution mode.
 5. 50mph speed limit, shadow vehicle optional.



- 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-free-way multi-lane roads in urban areas, the sign spacing may be reduced.
 3. 50mph speed limit, shadow vehicle optional.
- 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.



Flagger Standards and Procedures



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)
 - 50 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.

Speed (MPH)	Shoulder Tapers			Shifting Tapers			Merging Tapers					
	L	#S	#C	L	#S	#C	L	#S	#C			
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
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	16

2-Way & Downstream Tapers are always 100/2.5/20/7

L = Length (ft) #S = Number of Skips #C = Cone Spacing (ft) #C = Number of Cones

Guidelines for Buffer Lengths and Distance of Flagger Station in Advance of the Workspace

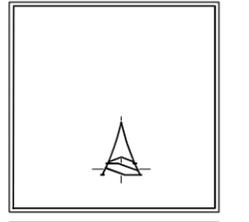
Speed (mph)	MUTCD Based Buffer Length (ft)	Optional Skips Based Buffer Length (ft)	Number of Skips
20	115	120	3
25	155	160	4
30	200	200	5
35	250	280	7
40	305	320	8
45	360	360	9
50	425	440	11
55	495	520	13
60	575	600	15
65	645	680	17
70	735	760	19

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

NOTE: MARKED SPEED LIMIT FOR E. 3RD ST / SR 46 IS 35 MPH EAST AND WESTBOUND.

- ### MAINTENANCE OF TRAFFIC NOTES
1. CONTRACTOR TO FOLLOW INDIANA DEPARTMENT OF TRANSPORTATION PERMIT SECTION TRAFFIC CONTROL QUICK REFERENCE GUIDE ON THIS SHEET (WORK ON PAVED SHOULDERS >8FT) FOR CONSTRUCTION SIGNAGE, CHANNELIZATION AND TAPERS. SEE TYPICAL CROSS SECTION ON THIS SHEET AS WELL FOR TEMPORARY STRIPING, BARRELS WITHIN CONSTRUCTION AREA, AND REQUIRED LANES TO REMAIN OPEN DURING CONSTRUCTION.
 2. BRIDGING NOTE: WHEN BACKFILLING OPERATIONS OF AN EXCAVATION ACROSS A TRAFFIC LANE CANNOT BE COMPLETED WITHIN A WORKDAY, STEEL PLATE BRIDGING WITH NON-SKID SURFACE AND SHORING WILL BE REQUIRED TO PRESERVE VEHICLE TRAFFIC FLOW. BRIDGING SHALL BE SECURED BY THE USE OF CLEATS, DOWELS AND/OR SHIMS TO PREVENT MOVEMENT AND PROVIDE SMOOTH TRANSITIONS.
 3. FLASHING WARNING LIGHTS AND/OR FLAGS MAY BE USED TO CALL ATTENTION TO THE ADVANCE WARNING SIGNS.
 4. WHEN USED, THE "BE PREPARED TO STOP" SIGN SHOULD BE LOCATED BETWEEN THE "FLAGGER" SIGN AND THE "ONE LANE ROAD" SIGN.
 5. AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED, EXCEPT IN EMERGENCIES.



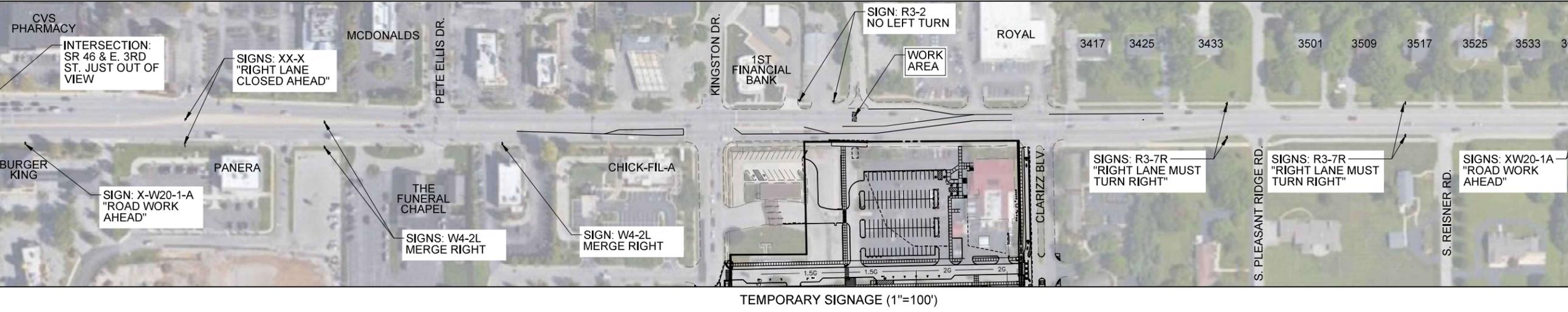
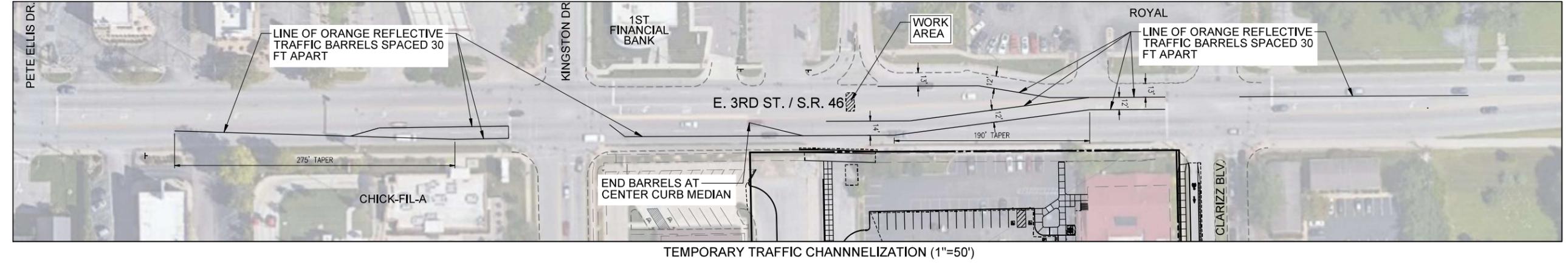
PROJECT: THE DISTRICT AT LATIMER SQUARE CONSTRUCTION ISSUE

BLOOMINGTON, INDIANA

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.

www.in.gov/indot



Scope Drawings:

These drawings are the property of the contractor. The contractor shall be responsible for the protection of the project in terms of structural design, contract, the dimensions of the building, the proper architectural entrance and the type of structural, mechanical and electrical systems.

The drawings do not necessarily indicate or describe all work required for full performance and completion of the requirements of the Contract.

On the basis of the general scope indicated or described, the contractor shall furnish all items required for the proper execution and completion of the work.

- Revisions:**
- 1. 11-05-21 11-10-21 - SEE ALSO LISTING OF SHEET REVISIONS ON SHEET C701.
 - 2. 11-05-21 1-28-22 - SEE ALSO LISTING OF SHEET REVISIONS ON SHEET C701.

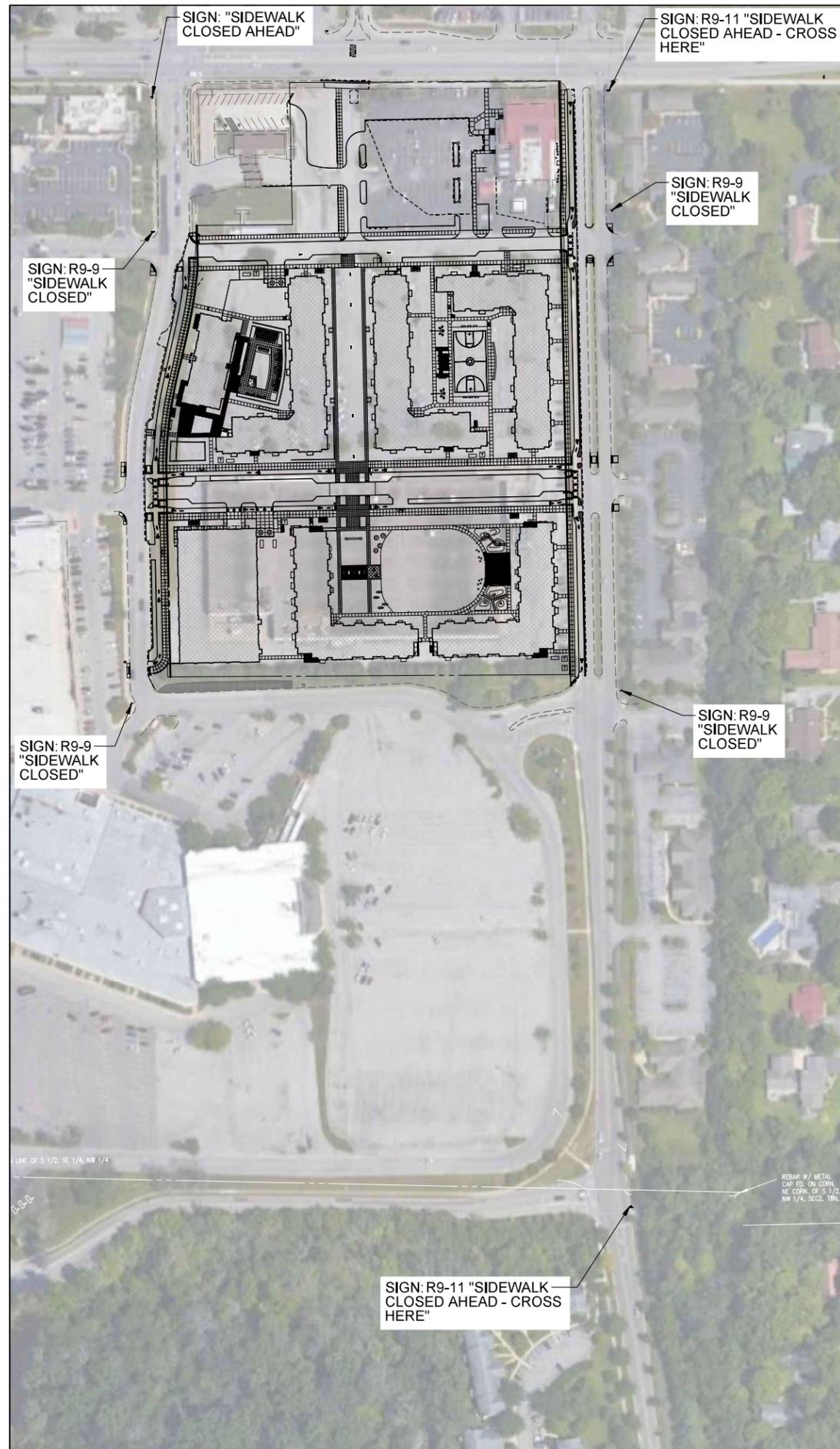
Issue Date	Drawn By	Checked By
11-05-21	JT	JF

Drawing Title:
MAINTENANCE OF TRAFFIC PLAN



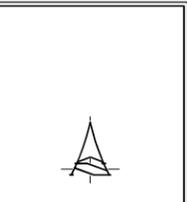
Drawing Number:
C901

Project Number:
2020108



NOTE: WORK ALONG S. CLARIZZ BLVD. AND S. KINGSTON DR. SHALL COMMENCE FIRST WITH CONSTRUCTION OF ALL SIDEWALK RAMPS ALONG THE EAST SIDE OF S. CLARIZZ BLVD. AND THE WEST SIDE OF S. KINGSTON DR. ONCE THESE RAMPS ARE READY FOR PEDESTRIAN USE REMOVE SIDEWALK CLOSURE SIGNS AND PROCEED WITH ESTABLISHING MAINTENANCE OF TRAFFIC ELEMENTS AS SHOWN ON C903 FOR PROJECT-SIDE CONSTRUCTION.

TEMPORARY SIGNAGE (1"=100')



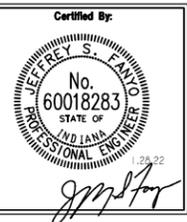
PROJECT:
**THE DISTRICT AT
 LATIMER SQUARE
 CONSTRUCTION ISSUE**
 BLOOMINGTON, INDIANA

Scope Drawings:
 These drawings include the general scope of the project in terms of architectural design, contract, the dimensions of the building, the major architectural elements and the type of structural, mechanical and electrical systems.
 The drawings do not necessarily indicate or describe all work required for full performance and completion of the requirements of the Contract.
 On the basis of the general scope indicated or identified, the trade contractors shall furnish all items required for the proper execution and completion of the work.

Revisions:
 1. 11-05-21 - SEE ALSO LISTING OF SHEET REVISIONS ON SHEET C901.
 2. 11-05-21 - SEE ALSO LISTING OF SHEET REVISIONS ON SHEET C901.

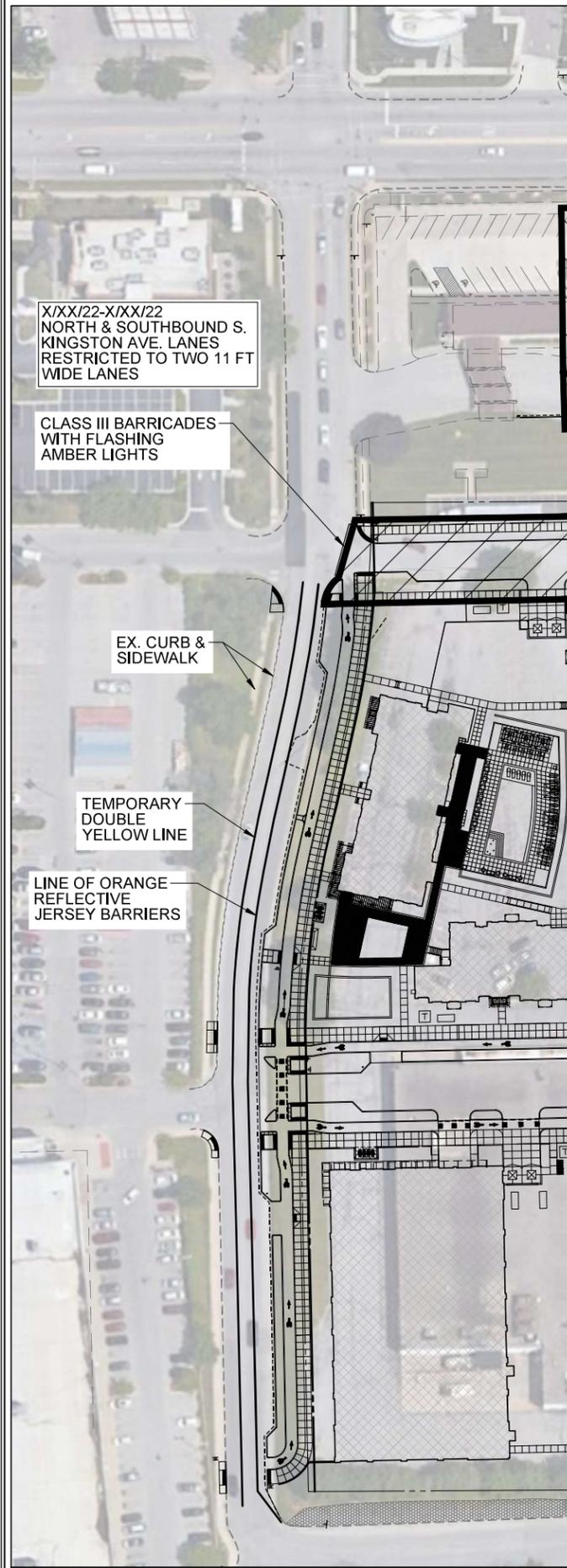
Issue Date	Drawn By	Checked By
11-05-21	JBT	JBF

Drawing Title:
**MAINTENANCE
 OF TRAFFIC
 PLAN**

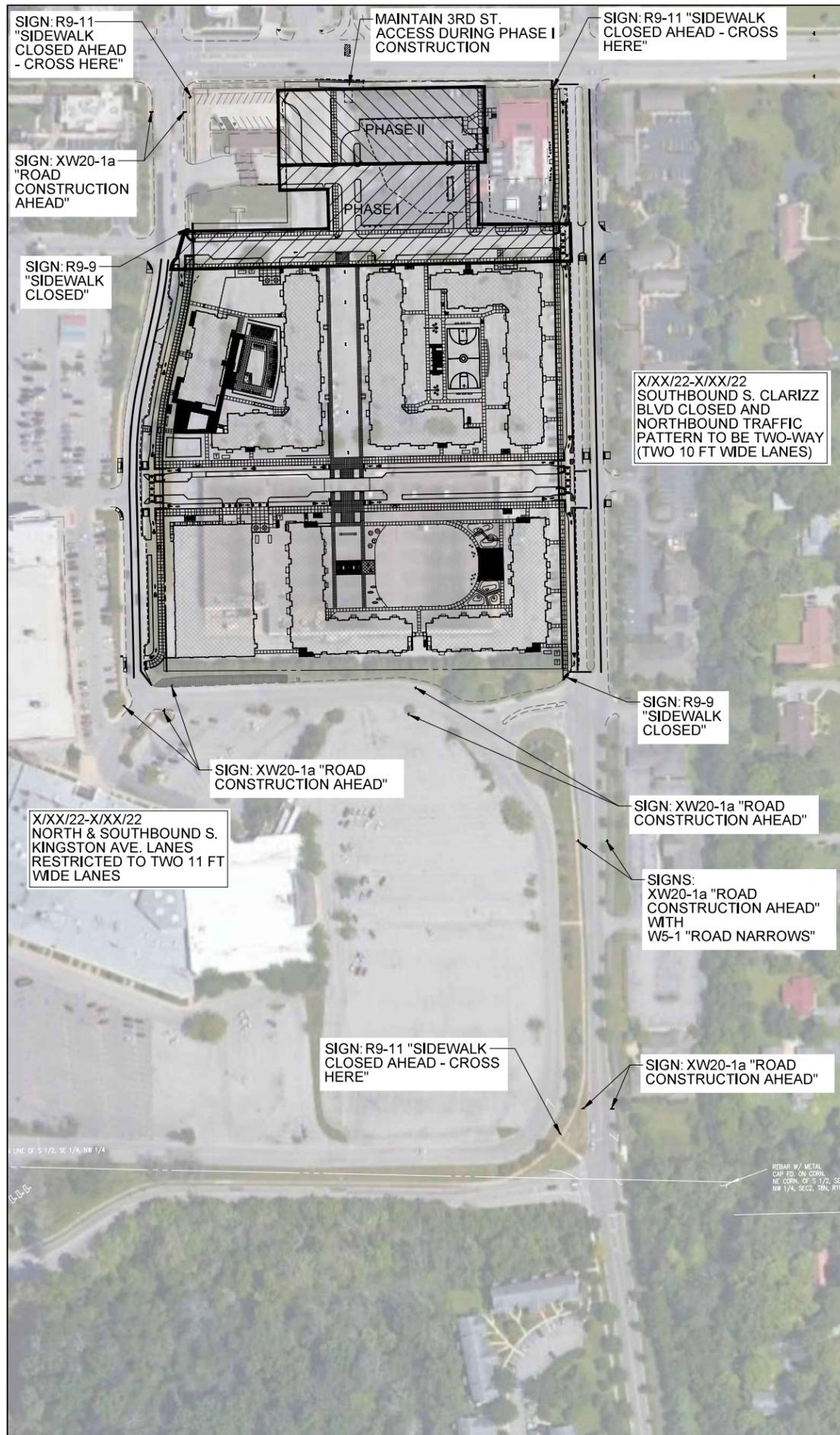


Drawing Number:
C902

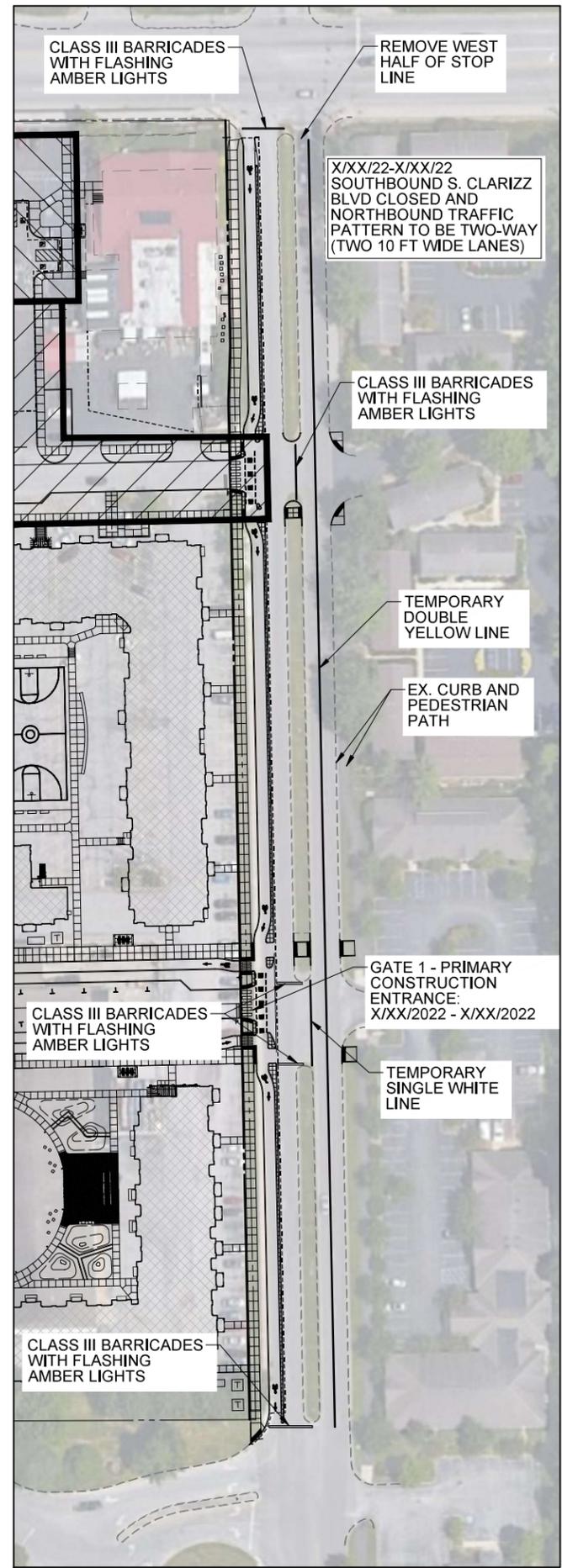
Project Number:
2020108



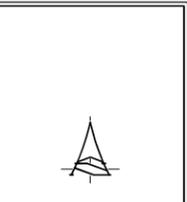
S. KINGSTON DR.
TEMPORARY TRAFFIC CHANNELIZATION (1"=50')



TEMPORARY SIGNAGE (1"=100')



S. CLARIZZ BLVD.
TEMPORARY TRAFFIC CHANNELIZATION (1"=50')



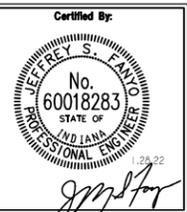
PROJECT:
 THE DISTRICT AT
 LATIMER SQUARE
 CONSTRUCTION ISSUE
 BLOOMINGTON, INDIANA

Scope Drawings:
 These drawings are for the convenience of the project in terms of architectural design, contract, the dimensions of the building, the major architectural elements and the type of structural, mechanical and electrical systems.
 The drawings do not necessarily indicate or describe all work required for full performance and completion of the improvements of the Contract.
 On the basis of the general scope indicated or described, the contractor shall furnish all items required for the proper installation and completion of the work.

Revisions:
 11-05-21 1:28-22 - SEE ALSO LISTING OF THIS SHEET REVISIONS ON SHEET C901.
 11-05-21 1:28-22 - SEE ALSO LISTING OF THIS SHEET REVISIONS ON SHEET C901.

Issue Date	Drawn By	Checked By
11-05-21	JBT	JF

Drawing Title:
 MAINTENANCE
 OF TRAFFIC
 PLAN



Drawing Number:
C903

Project Number:
 2020108



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: 3216 E 3rd St

701 N. HITCHCOCK STREET, SUITE 100
P.O. Box 100
Bloomington, IN 47402

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

*Only in right of way e Kingston Dr. Must Alled work here is on site.

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Thomas Ritman</u> E-MAIL: <u>thomas.ritman@gilliatte.com</u> COMPANY: <u>Gilliatte General Contractors</u> ADDRESS: <u>2575 Blayd Ave</u> CITY, STATE, ZIP: <u>Indianapolis, IN 46218</u> 24-HR EMERGENCY CONTACT NAME: <u>Thomas Ritman</u> 24-HR CONTACT PHONE #: <u>317-281-4908</u> INSURANCE #: <u>10110096 CP</u> COMPANY: <u>Accord</u> BOND#: <u>IN5723080</u> COMPANY: <u>Merchants</u> <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> **SUBCONTRACTOR INFORMATION** <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: <u>Goodman Construction & SA Construction EA Asphalt</u>	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet <u>MOT Attached</u></small> E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small> F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>N/A</u> PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* <small>(EXPLAIN): <u>Install Bike Lane & on street parking. See p. 10.</u></small> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS: <u>840 6,560</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>N/A</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>N/A</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: <u>0</u> SQ FT OF SIDEWALK RECONSTRUCTION*: <u>840 6,560</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>3257,064</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: <u>N/A</u>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>S. Kingston Dr.</u> 1ST INTERSECTING STREET NAME: <u>E 3rd St.</u> 2ND INTERSECTING STREET NAME: <u>N/A or Clarize Blvd</u> <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input checked="" type="checkbox"/> OTHER <u>Lane Restriction</u> TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>6/26</u> END DATE: <u>7/28</u> # OF DAYS*: <u>25</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small> 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 type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers) <u>closed 24/7</u></small>	H. INDEMNIFICATION AGREEMENT: <small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Thomas Ritman</u> SIGNATURE: _____ DATE: <u>5/19/23</u>

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Lane and Sidewalk closure on N Dunn St
Staff Representative: Alex Gray
Petitioner/Representative: Crown Castle Fiber
Date: May 23rd, 2023

Report: Crown Castle Fiber is requesting a lane and sidewalk closure along N Dunn St from E 17th St to the IN 45/46 Bypass. They will be directional boring to pull fiber optic cable for their small cell network with the work being done on the east side of N Dunn St. The work will take 5 days, starting on May 30th, 2023 and ending on June 5th, 2023. No work will be done June 3rd or June 4th.



Crown Castle
4545 E River Road
Suite 320
Rochester, NY 14586

May 12, 2023

Via Email

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

Re: Lane Closure for N Dunn St Underground

Crown Castle is requesting lane closure of northbound curb lane of N Dunn St between E 17th St & E State Road 45/46 Bypass to directional bore for construction of fiber optic cable to connect our small cell network installation project within the City of Bloomington ROW. We would like to complete this work the week of May 30th through June 5th, 2023, weather permitting.

Crown Castle will coordinate scheduling of this work with the City of Bloomington, City of Bloomington Utilities, Law Enforcement and Indiana University if required if this request is approved by the Board of Public Works.

We appreciate your help.

Sincerely,

Crown Castle Fiber, LLC

A handwritten signature in red ink that reads 'Renee Guider'.

Renee Guider
Permitting Specialist
Renee.Guider@crowncastle.com

Enclosures
/rg



SEGMENT INFORMATION

SITE NAME: 0016-U-S1
NEAREST ADDRESS: 711 E. STATE RD. 45/46 BYP,
 BLOOMINGTON, IN 47408



1100 E. WOODFIELD ROAD, SUITE 500
 SCHAUMBURG, ILLINOIS 60173
 TEL: 847-908-8400
 www.FullertonEngineering.com

PROJECT INFORMATION

FIBER PROVIDER: CROWN CASTLE
 CRAIG WHEELER
 (614) 506-2846
 108 INTERNATIONAL BLVD.
 CINCINNATI, OH 45246

JURISDICTION: CITY OF BLOOMINGTON

OCCUPANCY: UNINHABITED

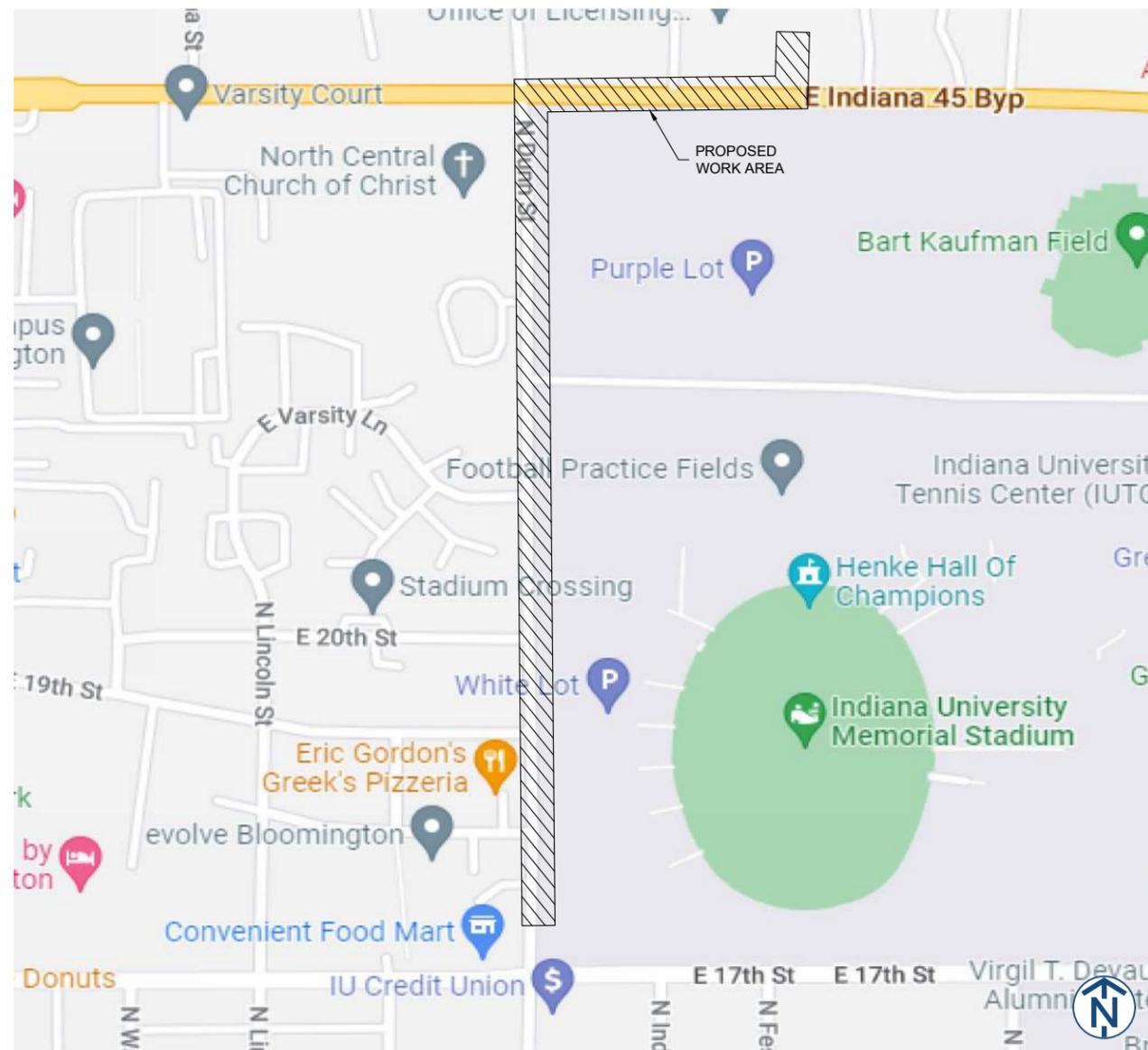
CONSTRUCTION TYPE: UNDERGROUND CONDUIT

APPLICANT: CROWN CASTLE
 15565 NEO PKWY
 GARFIELD HTS, OH
 44128

CONSTRUCTION MANAGER: KEITH STORSIN

REAL ESTATE SPECIALIST: RENEE GUILDER

SITE LOCATION MAP



CODES AND STANDARDS

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES.
ELECTRICAL CODE:

- 2017 NATIONAL ELECTRICAL SAFETY CODE
- 2017 NATIONAL ELECTRICAL CODE

• FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
 • THIS FACILITY DOES NOT REQUIRE POTABLE WATER AND WILL NOT PRODUCE ANY SEWAGE

DRAWING INDEX

SHEET NUMBER	SHEET NAME
T-01	TITLE SHEET
T-02	GENERAL NOTES
T-03	LEGEND
UG-01	UG SITE PLAN
UG-02	UG SITE PLAN
UG-03	UG SITE PLAN
UG-04	UG SITE PLAN
UG-05	UG SITE PLAN
UG-06	UG SITE PLAN
UG-07	UG SITE PLAN
UG-08	UG SITE PLAN
UG-09	UG SITE PLAN
D-01	DETAILS
TCP-01	TRAFFIC CONTROL LEGEND AND GENERAL NOTES
TCP-02	TRAFFIC CONTROL PLAN
TCP-03	TRAFFIC CONTROL PLAN
TCP-04	TRAFFIC CONTROL PLAN

REV	DATE	DESCRIPTION	BY
A	07/25/22	90% REVIEW	BKS
B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.

CONSULTANT INFORMATION

PROJECT CONSULTANTS: FULLERTON ENGINEERING CONSULTANTS, LLC
 JORDAN GOLD
 1100 E. WOODFIELD ROAD, SUITE 500
 SCHAUMBURG, IL 60173
 972-413-5947
 JGOLD@FULLERTONENGINEERING.COM

SITE ACQUISITION: CROWN CASTLE

STRUCTURAL ANALYSIS: FULLERTON ENGINEERING CONSULTANTS, LLC
 FARAS KAWAR
 1100 E. WOODFIELD ROAD, SUITE 500
 SCHAUMBURG, IL 60173
 630-452-4921
 FKAWAR@FULLERTONENGINEERING.COM

POLE DESIGN: FULLERTON ENGINEERING CONSULTANTS, LLC
 FARAS KAWAR
 1100 E. WOODFIELD ROAD, SUITE 500
 SCHAUMBURG, IL 60173
 630-452-4921
 FKAWAR@FULLERTONENGINEERING.COM

SCOPE OF WORK

THE SCOPE OF WORK CONSISTS OF:
 PROPOSED UNDERGROUND FIBER OPTIC CONDUIT INSTALLATION

SITE NAME
 0016-U-S1

SITE ADDRESS (NEAREST)
 711 E. STATE RD. 45/46
 BYP, BLOOMINGTON,
 IN 47408

SHEET NAME
 TITLE SHEET

SHEET NUMBER
 T-01

CONTRACTOR SHALL FURNISH ALL MATERIAL WITH THE EXCEPTION OF VERIZON SUPPLIED MATERIAL. ALL MATERIAL SHALL BE INSTALLED BY THE CONTRACTOR, UNLESS STATED OTHERWISE.



NO SCALE

GENERAL:

1. THE ENCLOSED DESIGN MAY IMPLY EXISTING UTILITIES. THE UTILITIES HAVE NOT BEEN FIELD VERIFIED FOR LOCATION. THEREFORE, ALL UTILITIES IMPLIED WITHIN THIS DOCUMENT ARE TO BE REFERRED TO AS A "REFERENCE TOOL". IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND/OR ITS SUBCONTRACTOR TO VERIFY THESE UTILITIES USING ANY AND ALL METHODS AND INSTRUMENTS AVAILABLE IF/WHEN NECESSARY. FULLERTON CANNOT IN GOOD FAITH GUARANTEE UTILITY LOCATIONS. ANY AND ALL DOCUMENTATION ON EXISTING UTILITIES HAS BEEN IMPLIED UTILIZING INFORMATION RETRIEVAL PROCESSES FROM EACH JURISDICTION INVOLVED (STATE, COUNTY AND/OR MUNICIPALITY, TO INCLUDE OTHERS).
2. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE ALL CONDUITS ARE PLACED WITHIN THE GIVEN AND DEDICATED SPACE LICENSED FOR THIS PARTICULAR CLIENT. FULLERTON ENGINEERING CONSULTANTS, LLC. (FULLERTON) WAS NOT RETAINED FOR THE PURPOSE OF SUPPORTING A SURVEY OF THE AREA AND PROPERTY BOUNDARIES, THEREFORE FULLERTON CAN NOT AND WILL NOT SUPPORT THE ACCURACY OF ANY IMPLIED BOUNDARY (I.E. PUBLIC WAY, PRIVATE PROPERTY, EASEMENT ETC.) NOR IS IT TO BE ASSUMED THAT THE SALE OF PROPERTIES HAS NOT OCCURRED DURING AND AFTER FULLERTON'S RESPONSIBILITIES FOR THIS PROJECT HAVE PAST. ALL BOUNDARIES, EASEMENTS, PROPERTY LINES, ETC. ARE TO BE USED AS A GUIDELINE OR REFERENCE AND SHOULD NOT BE TAKEN LITERALLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE ASSOCIATED BOUNDARIES SURVEY STAKED IF SO QUESTIONED. ALL ASPECTS OF BOUNDARIES IMPLIED HEREIN, HAVE BEEN DERIVED THROUGH AVAILABLE MEDIA SUCH AS BUT NOT LIMITED TO (SIDWELL, GOOGLE EARTH PRO, MUNICIPAL, STATE, COUNTY, GIS, AND OTHER RECORD TYPES). FULLERTON DOES NOT AGREE NOR DISAGREE WITH THE ABOVE-MENTIONED RECORDS AS THEY ARE USED AS A REFERENCE TOOL.
3. ALL BURIED OBSTRUCTIONS KNOWN BY FULLERTON ARE SHOWN ON THE CONSTRUCTION DRAWINGS. ANY AND ALL OTHERS ENCOUNTERED DURING CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND PROTECT.
4. ANY AND ALL IMPROVEMENTS, IF DAMAGED, SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION. THIS INCLUDES BUT IS NOT LIMITED TO: ASPHALT, CONCRETE PAVEMENT, CURBS, GUTTERS, SIDEWALKS, DRAINAGE DITCHES, EMBANKMENTS, SHRUBS, TREES, GRASS SOD, ETC.
5. ALL FIBER INSTALLATIONS SHALL OBSERVE A MINIMUM DYNAMIC BEND RADIUS OF 20X THE CABLE DIAMETER FOR ALL OSP FIBER SHEATHS AND 15X THE CABLE DIAMETER FOR ALL ISP FIBER SHEATHS. ADDITIONALLY, ALL INSTALLATIONS SHALL OBSERVE A MINIMUM STATIC BEND RADIUS OF 15X THE CABLE DIAMETER FOR ALL OSP FIBER SHEATHS AND 10X THE CABLE DIAMETER FOR ALL ISP FIBER SHEATHS. IF THE MANUFACTURER'S SPECIFICATIONS FOR BEND RADIUS ARE GREATER, THEN THEY SHALL BE FOLLOWED.
6. ALL NEW METALLIC AERIAL STRAND SHALL BE BONDED/GROUNDED (PREFERABLY TO THE POWER COMPANY NEUTRAL) PER LOCAL REQUIREMENTS. AT A MINIMUM, THE BONDING/GROUNDING PATTERN SHALL BE THE FIRST AND LAST POLE OF A RUN AND EVERY TENTH POLE IN THE RUN. SHOULD ONE OF THESE DESIGNATED POLES SUPPORT A POWER TRANSFORMER, THE POLES ON EITHER SIDE OF SAID POLE SHALL BE BONDED/GROUNDED AND THE PATTERN SHOULD CONTINUE EVERY TENTH POLE FROM THAT STARTING POINT.
7. ALL AERIAL FIBER OPTIC CABLES SHALL BE DOUBLE LASHED, USING A MINIMUM OF 0.045 TYPE 430 STAINLESS STEEL LASHING WIRE OR GREATER AS REQUIRED.
8. ALL FUSION SPLICING SHALL BE COMPLETED BY A QUALIFIED FIBER SPLICER IN A CLEAN TEMPERATURE-CONTROLLED TRUCK, TRAILER, OR SHELTER SPECIFICALLY TOOLED OR DESIGNED FOR THE PURPOSE OF FUSION SPLICING FIBER OPTIC CABLES IN A FIELD ENVIRONMENT.
9. ALL MECHANICAL SPLICES (APPROVED BY CROWN) AND FACTORY ENDS SHALL BE KEPT CLEAN AND FREE FROM DUST, DIRT, OILS, AND SMEARS. CARE SHOULD BE TAKEN TO MATCH POLISH TYPES ON FACTORY ENDS.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CORRECTIONS TO WORK IDENTIFIED AS UNACCEPTABLE BY CLIENT, ENGINEER, OR INSPECTOR, DURING SITE INSPECTION ACTIVITIES AND/OR AS A RESULT OF TESTING.
11. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH. AT THE COMPLETION OF THE WORK, CONTRACTOR SHALL REMOVE FROM THE SITE ALL REMAINING RUBBISH, IMPLEMENTS, TEMPORARY FACILITIES, AND SURPLUS MATERIALS. CONTRACTOR TO RETURN SITE TO PREVIOUS OR BETTER CONDITION.
12. DRAWINGS ARE INTENDED TO SHOW DESIGN INTENT. CONTRACTOR SHALL PROVIDE MATERIALS AND LABOR AS REQUIRED TO PRODUCE A COMPLETE AND FUNCTIONING SYSTEM WHILE MEETING ALL CODES AND SPECIFICATIONS. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS. SUCH MODIFICATIONS SHALL BE INCLUDED IN THE WORK.
13. CONTRACTOR SHALL WORK WITH CLIENT TO IDENTIFY ALL CONTRACTOR SUPPLIED MATERIALS TO CONSTRUCT NETWORK PER SPECIFICATIONS.
14. FULLERTON HAS SUPPLIED BILL OF MATERIALS AS A GUIDELINE FOR CONSTRUCTION. CONTRACTOR SHOULD VERIFY ALL QUANTITIES, LENGTHS, AND SURPLUS PRIOR TO PURCHASING. CONTRACTOR SHOULD REPORT ANY DISCREPANCIES IN BILL OF MATERIALS TO FULLERTON. DO NOT SCALE DRAWINGS.

THE SCOPE OF WORK DOES NOT REQUIRE EXCAVATION INTENDED FOR HUMAN OCCUPATION. THEREFORE NO SHORING DETAILS ARE REQUIRED.

OCCUPANCY NOTE:
IDENTIFICATION TAGS SHOWING THE ATTACHING PARTY'S NAME AND EMERGENCY CONTACT PHONE NUMBER ARE REQUIRED ON YOUR FACILITIES AT EACH POINT OF CONTACT (AT EACH POLE OR IN EACH MANHOLE). FAILURE TO INSTALL THESE IDENTIFICATION TAGS MAY RESULT IN THE INABILITY TO NOTIFY YOU IN THE EVENT OF MAJOR FAILURE OR STRUCTURE RELOCATION.

TRAFFIC CONTROL
ALL WORK CONDUCTED WITHIN THE RIGHT-OF-WAY SHALL BE GOVERNED BY ALL APPLICABLE ARTICLES OF THE LOCAL DEPARTMENT OF TRANSPORTATION, AND THE CURRENT LOCALLY ADOPTED EDITION OF "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" OR EQUIVALENT LOCAL REQUIREMENTS.

GENERAL NOTES

11'x17' SCALE: NTS
24'x36' SCALE: NTS

1

Subsurface Utility Engineering (SUE) Utility Rating Impact Form

Project Name: 0016-U-S1
Project Location: Bloomington, IN

Date of Analysis: 9/13/22
Analysis Done By: Luis Bernuy

Project Scope: Underground Fiber Install

ID	Complexity Factor	Low Complexity	Medium Complexity	High Complexity
1	Utility Density	<input type="checkbox"/> Dense	<input checked="" type="checkbox"/> Denser	<input type="checkbox"/> Densest
2	Utility Type	<input type="checkbox"/> Less-Critical	<input checked="" type="checkbox"/> Sub-Critical	<input type="checkbox"/> Critical
3	Utility Pattern - Parallel Utilities	<input type="checkbox"/> Simple	<input checked="" type="checkbox"/> Medium	<input type="checkbox"/> Complex
4	Utility Pattern - Perpendicular Utilities	<input type="checkbox"/> Simple	<input checked="" type="checkbox"/> Medium	<input type="checkbox"/> Complex
5	Utility Material	<input type="checkbox"/> Rigid	<input checked="" type="checkbox"/> Flexible	<input type="checkbox"/> Brittle
6	Utility Access	<input checked="" type="checkbox"/> Easy	<input type="checkbox"/> Medium	<input type="checkbox"/> Restricted
7	Utility Age	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Medium	<input type="checkbox"/> Old
8	Utility Record Quality	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Fair	<input type="checkbox"/> Poor
9	Excavation Depth (inches)	<input type="checkbox"/> Low	<input checked="" type="checkbox"/> Medium	<input type="checkbox"/> High
10	Excavation Method	<input type="checkbox"/> Method A	<input checked="" type="checkbox"/> Method B	<input type="checkbox"/> Method C
Total		1	9	0

SUE Impact Score 1.9



1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
www.FullertonEngineering.com

REV	DATE	DESCRIPTION	BY
A	07/25/22	90% REVIEW	BKS
B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB

SITE NAME
0016-U-S1

SITE ADDRESS (NEAREST)
**711 E. STATE RD. 45/46
BYP, BLOOMINGTON,
IN 47408**

SHEET NAME
GENERAL NOTES

SHEET NUMBER
T-02



1100 E. WOODFIELD ROAD, SUITE 500
 SCHAUMBURG, ILLINOIS 60173
 TEL: 847-908-8400
 www.FullertonEngineering.com

REV	DATE	DESCRIPTION	BY
A	07/25/22	90% REVIEW	BKS
B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB

SITE NAME
0016-U-S1

SITE ADDRESS (NEAREST)
**711 E. STATE RD. 45/46
 BYP, BLOOMINGTON,
 IN 47408**

SHEET NAME
GENERAL NOTES

SHEET NUMBER
T-03

PROPOSED

- PROPOSED OPEN CUT TRENCH
- PROPOSED DIRECTIONAL BORE
- PROPOSED 4X4 MANHOLE

- PROPOSED BORE PIT
- PROPOSED 30" COMMUNICATIONS MANHOLE
- PROPOSED 36" X 24" HANDHOLE

COMED

- EXISTING COMED

- EXISTING COMED MANHOLE

CTA

- EXISTING CTA
- POTENTIAL BURIED CTA ABANDONED TRACKS

- EXISTING CTA MANHOLE

DEO/ELECTRIC

- EXISTING DEO/ELECTRIC
- EXISTING STREET LIGHT CONTROL BOX
- EXISTING TRAFFIC LIGHT CONTROL BOX
- EXISTING STREET LIGHT HANDHOLE
- EXISTING TRAFFIC LIGHT HANDHOLE
- EXISTING RED LIGHT CAMERA POLE

- EXISTING STREET LIGHT POLE
- EXISTING TRAFFIC LIGHT POLE
- EXISTING DEO POLE
- EXISTING ELECTRIC MANHOLE
- EXISTING ELECTRIC HANDHOLE
- EXISTING RED LIGHT FLASH POLE

ENWAVE/UNICOM

- EXISTING ENWAVE/UNICOM

- EXISTING ENWAVE/UNICOM MANHOLE

GAS

- EXISTING GAS MAIN
- EXISTING GAS MAIN (DEAD)
- EXISTING GAS CAP
- EXISTING GAS REDUCER

- EXISTING GAS MANHOLE
- EXISTING GAS VALVE
- EXISTING GAS METER

MISCELLANEOUS

- EXISTING FENCE
- EXISTING CONSTRUCTION FENCE
- EXISTING GUARDRAIL
- EXISTING PROPERTY LINE/ R.O.W.
- EXISTING BIKE RACK
- EXISTING TREE
- EXISTING BUSH
- EXISTING STREET SIGN POST
- EXISTING POST/BOLLARD
- EXISTING GROUND LIGHT
- EXISTING UTILITY POLE
- EXISTING STANDPIPE
- EXISTING ADA RAMP

- EXISTING MISCELLANEOUS MANHOLE
- EXISTING GARBAGE CAN
- EXISTING PARK DISTRICT MANHOLE
- EXISTING MONITORING WELL
- EXISTING FIRE ALARM
- EXISTING STREET PARKING PAY BOX
- EXISTING PEDESTAL
- EXISTING MAILBOX
- EXISTING NEWSPAPER BOX
- EXISTING PHONE
- EXISTING SPRINKLER CONTROL BOX
- EXISTING SPRINKLER VALVE
- EXISTING SUPPORT COLUMN

COMMUNICATIONS

- EXISTING AT&T
- EXISTING AT&T (ABANDON)
- EXISTING CROWN CASTLE
- EXISTING CABLE TV
- EXISTING COMCAST
- EXISTING COMMUNICATIONS
- EXISTING LEVEL 3
- EXISTING LOOKING GLASS
- EXISTING JOINT BUILD
- EXISTING McLEODUSA
- EXISTING MCI/VERIZON
- EXISTING NEXTG
- EXISTING QWEST
- EXISTING RCN
- EXISTING SIDERA
- EXISTING SPRINT
- EXISTING SUNESYS
- EXISTING VERIZON
- EXISTING WOW
- EXISTING XO COMMUNICATIONS
- EXISTING YIPES COMMUNICATIONS
- EXISTING ZAYO GROUP

- EXISTING AT&T MANHOLE
- EXISTING CROWN CASTLE MANHOLE
- EXISTING CABLE TV MANHOLE
- EXISTING COMCAST MANHOLE
- EXISTING COMMUNICATIONS MANHOLE
- EXISTING LEVEL 3 MANHOLE
- EXISTING LOOKING GLASS MANHOLE
- EXISTING JOINT BUILD MANHOLE
- EXISTING McLEODUSA MANHOLE
- EXISTING MCI/VERIZON MANHOLE
- EXISTING NEXTG MANHOLE
- EXISTING QWEST MANHOLE
- EXISTING RCN MANHOLE
- EXISTING SIDERA MANHOLE
- EXISTING SPRINT/NEXTEL MANHOLE
- EXISTING SUNESYS MANHOLE
- EXISTING VERIZON MANHOLE
- EXISTING WOW MANHOLE
- EXISTING XO MANHOLE
- EXISTING YIPES MANHOLE
- EXISTING ZAYO GROUP MANHOLE

SEWER

- EXISTING SEWER MAIN
- EXISTING SEWER MAIN (ABANDON)
- EXISTING STORM SEWER MAIN
- EXISTING MWRD MANHOLE

- EXISTING SEWER MANHOLE
- EXISTING SEWER CATCH BASIN
- EXISTING SEWER INLET

WATER

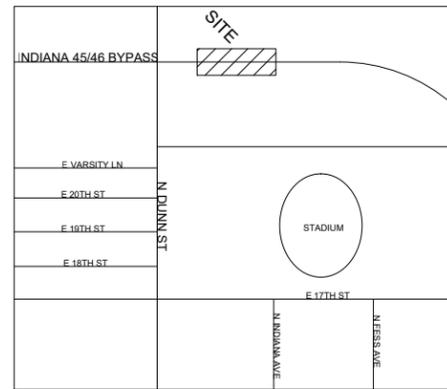
- EXISTING WATER MAIN
- EXISTING WATER MAIN (ABANDON)
- EXISTING WATER SHUT OFF
- EXISTING FIRE CISTERN MANHOLE
- EXISTING WATER CAP

- EXISTING WATER MANHOLE
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING WATER REDUCER

LEGEND

11'x17' SCALE: NTS
 24'x36' SCALE: NTS

1



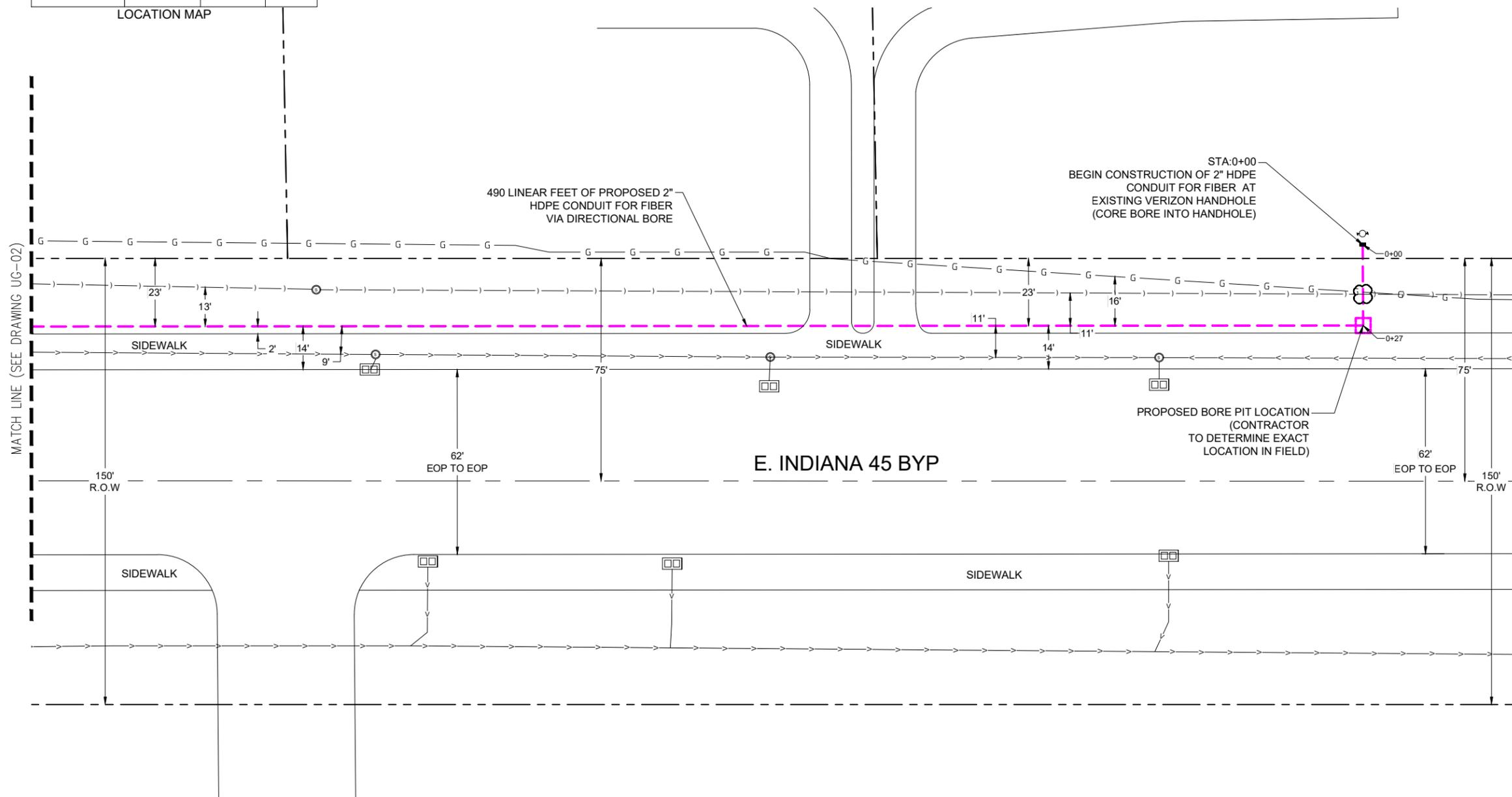
LOCATION MAP

- CONTRACTOR TO TEST HOLE AND VERIFY EXISTING UTILITY LOCATION & DEPTH WHEN DIRECTIONAL BORING
 - PROPOSED BORE PIT LOCATION CONTRACTOR TO DETERMINE EXACT LOCATION IN FIELD
- CONTRACTOR SHALL CALL DIGGER TWO (2) WORKING DAYS (48 HOURS) BEFORE DIGGING.



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 TEL: 847-908-8400
 www.FullertonEngineering.com

REV	DATE	DESCRIPTION	BY
A	07/25/22	90% REVIEW	BKS
B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB



MATCH LINE (SEE DRAWING UG-02)

SITE PLAN

24x36 SCALE: 1" = 20'-0"
 11x17 SCALE: 1" = 40'-0"

SITE NAME

0016-U-SI

SITE ADDRESS (NEAREST)

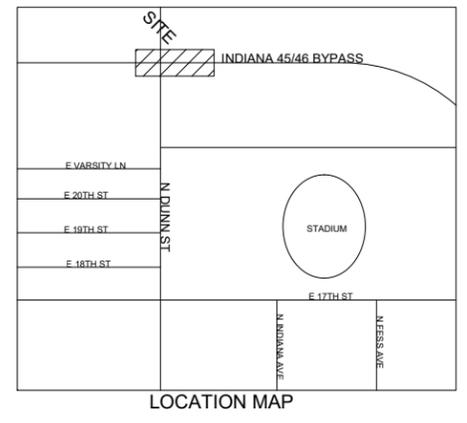
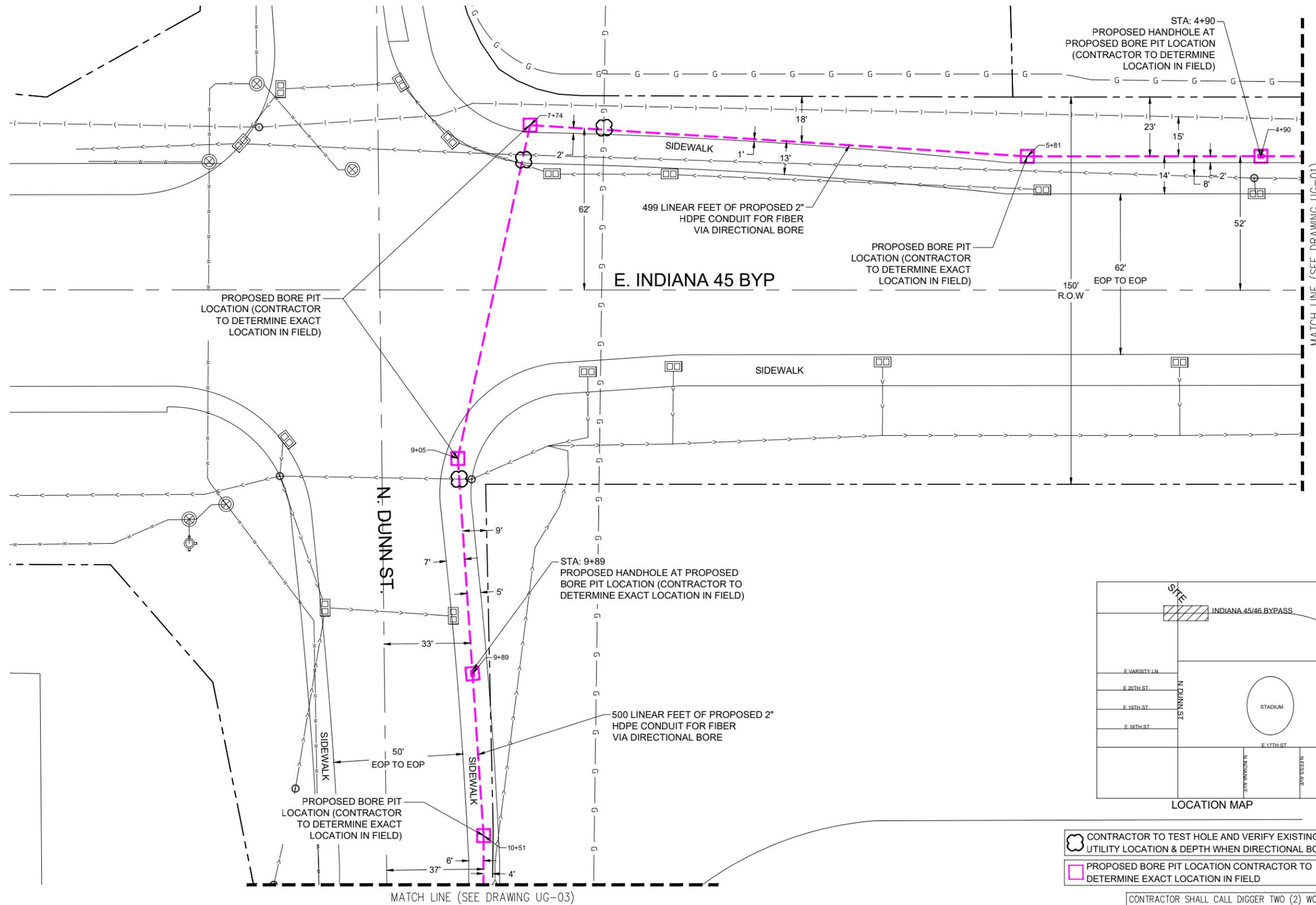
711 E. STATE RD. 45/46
 BYP, BLOOMINGTON,
 IN 47408

SHEET NAME

UG SITE PLAN

SHEET NUMBER

UG-01



- CONTRACTOR TO TEST HOLE AND VERIFY EXISTING UTILITY LOCATION & DEPTH WHEN DIRECTIONAL BORING
 - PROPOSED BORE PIT LOCATION CONTRACTOR TO DETERMINE EXACT LOCATION IN FIELD
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A	07/25/22	90% REVIEW	BKS
B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB

SITE NAME
0016-U-S1

SITE ADDRESS (NEAREST)
**711 E. STATE RD. 45/46
 BYP, BLOOMINGTON,
 IN 47408**

SHEET NAME
UG SITE PLAN

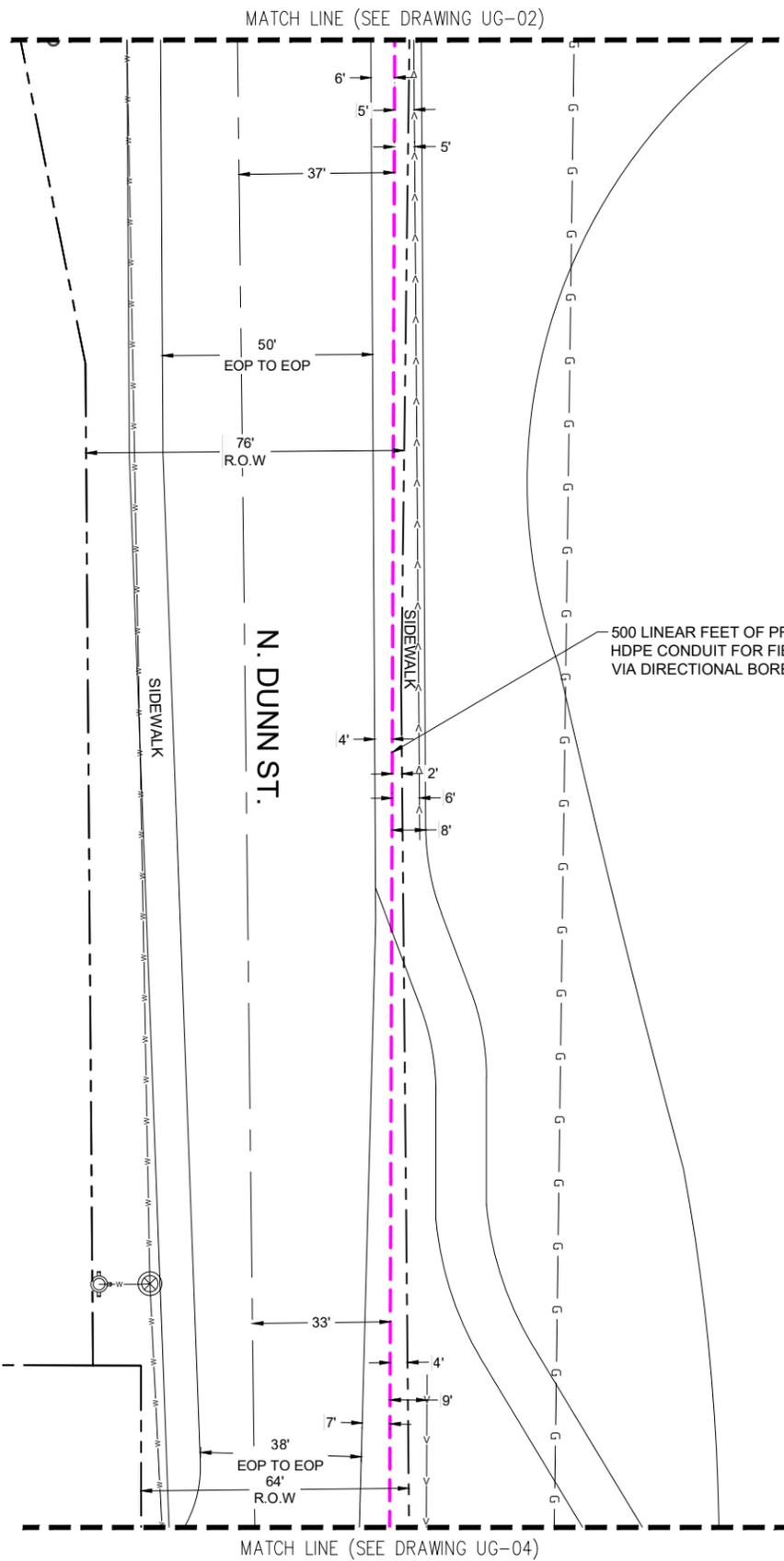
SHEET NUMBER
UG-02

SITE PLAN

24x36 SCALE: 1" = 20'-0"
 11x17 SCALE: 1" = 40'-0"



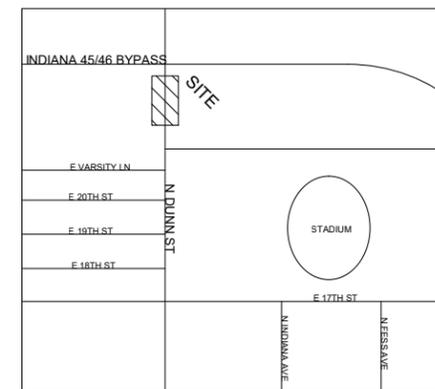
NORTH
CENTRAL
CHURCH OF
CHRIST



CONTRACTOR TO TEST HOLE AND VERIFY EXISTING UTILITY LOCATION & DEPTH WHEN DIRECTIONAL BORING

PROPOSED BORE PIT LOCATION CONTRACTOR TO DETERMINE EXACT LOCATION IN FIELD

CONTRACTOR SHALL CALL DIGGER TWO (2) WORKING DAYS (48 HOURS) BEFORE DIGGING.



PARKING LOT



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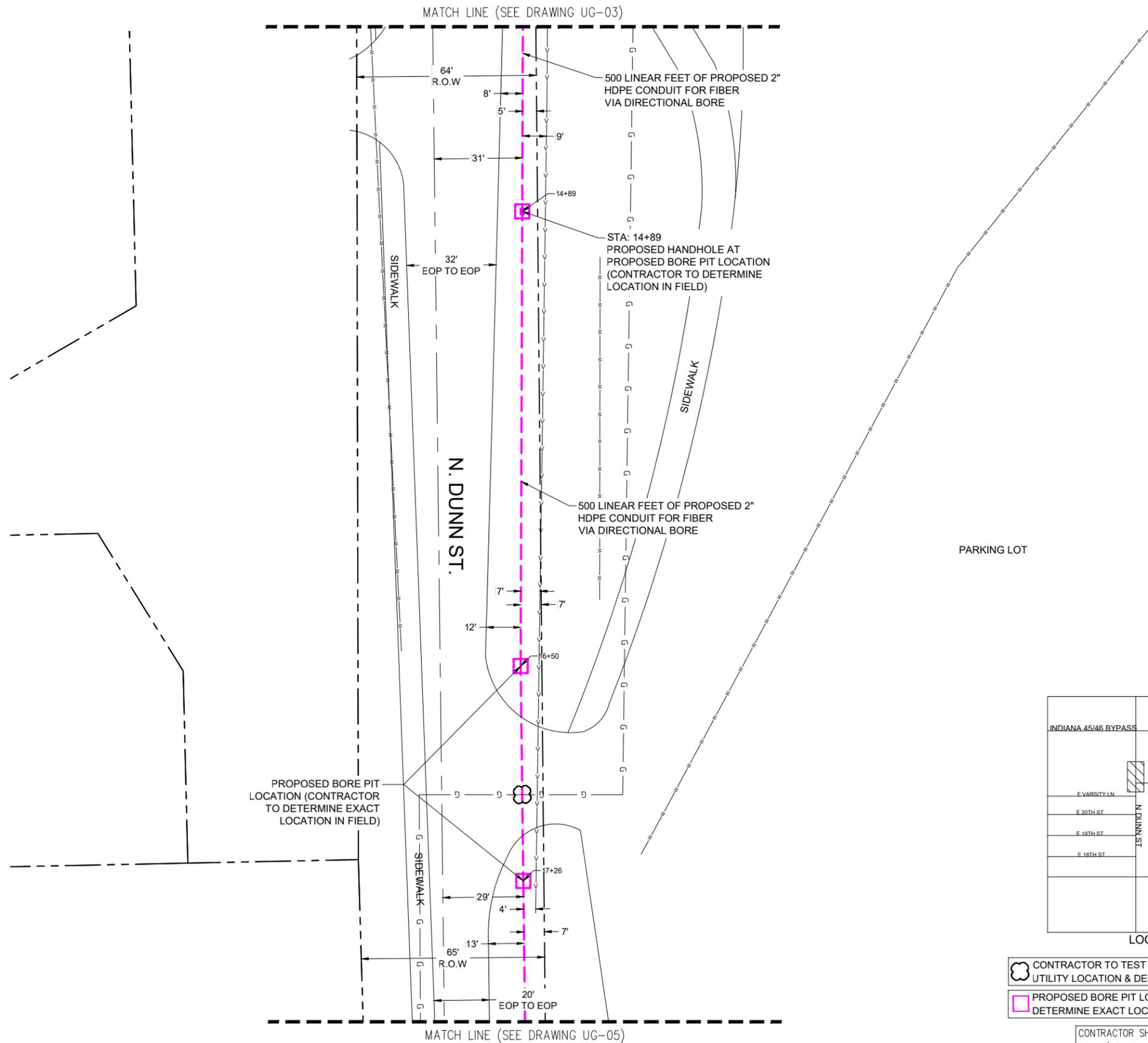
REV	DATE	DESCRIPTION	BY
A	07/25/22	90% REVIEW	BKS
B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB

SITE NAME
0016-U-SI

SITE ADDRESS (NEAREST)
**711 E. STATE RD. 45/46
BYP, BLOOMINGTON,
IN 47408**

SHEET NAME
UG SITE PLAN

SHEET NUMBER
UG-03



- CONTRACTOR TO TEST HOLE AND VERIFY EXISTING UTILITY LOCATION & DEPTH WHEN DIRECTIONAL BORING
 - PROPOSED BORE PIT LOCATION CONTRACTOR TO DETERMINE EXACT LOCATION IN FIELD
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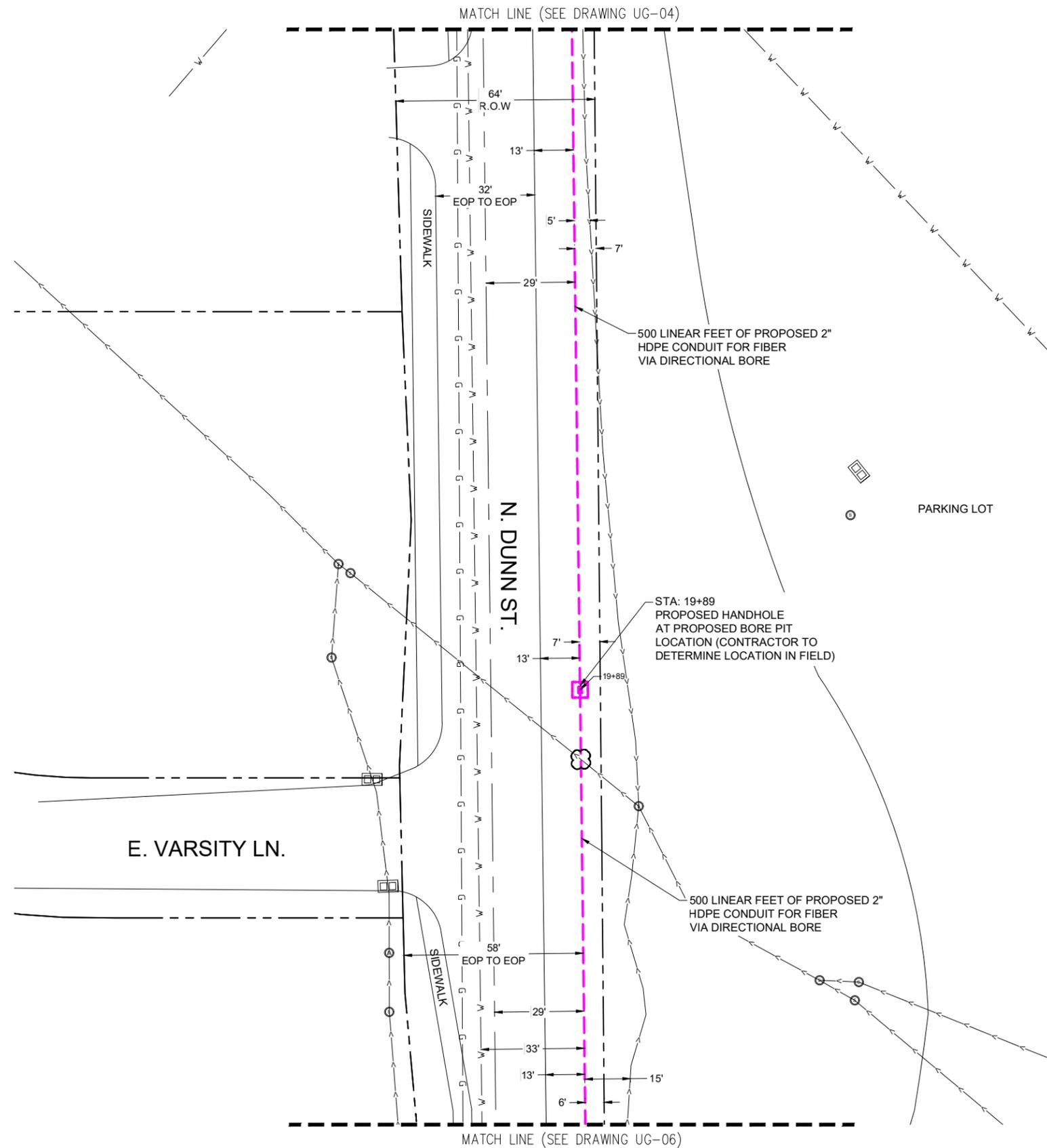
REV	DATE	DESCRIPTION	BY
A	07/25/22	90% REVIEW	BKS
B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB

SITE NAME
0016-U-SI

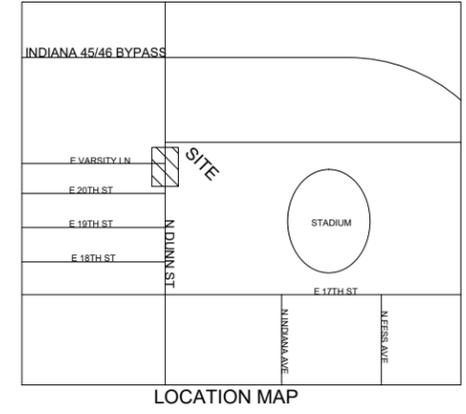
SITE ADDRESS (NEAREST)
**711 E. STATE RD. 45/46
 BYP, BLOOMINGTON,
 IN 47408**

SHEET NAME
UG SITE PLAN

SHEET NUMBER
UG-04



- CONTRACTOR TO TEST HOLE AND VERIFY EXISTING UTILITY LOCATION & DEPTH WHEN DIRECTIONAL BORING
 - PROPOSED BORE PIT LOCATION CONTRACTOR TO DETERMINE EXACT LOCATION IN FIELD
- CONTRACTOR SHALL CALL DIGGER TWO (2) WORKING DAYS (48 HOURS) BEFORE DIGGING.



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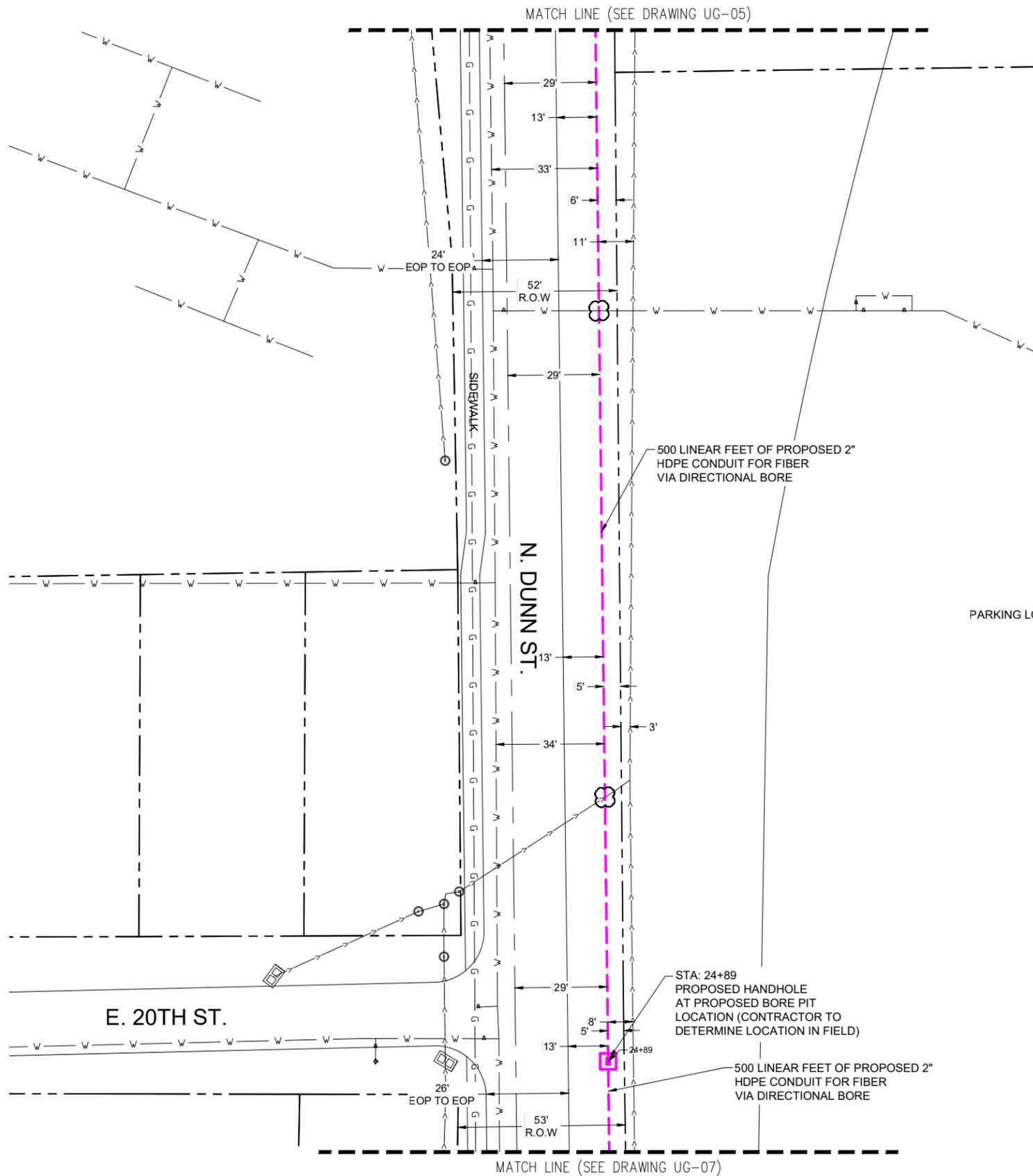
REV	DATE	DESCRIPTION	BY
A	07/25/22	90% REVIEW	BKS
B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB

SITE NAME
 0016-U-S1

SITE ADDRESS (NEAREST)
 711 E. STATE RD. 45/46
 BYP, BLOOMINGTON,
 IN 47408

SHEET NAME
 UG SITE PLAN

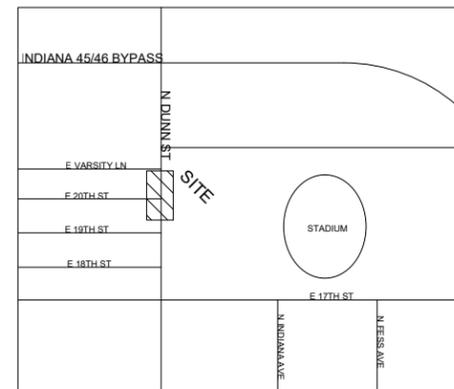
SHEET NUMBER
 UG-05



CONTRACTOR TO TEST HOLE AND VERIFY EXISTING UTILITY LOCATION & DEPTH WHEN DIRECTIONAL BORING

PROPOSED BORE PIT LOCATION CONTRACTOR TO DETERMINE EXACT LOCATION IN FIELD

CONTRACTOR SHALL CALL DIGGER TWO (2) WORKING DAYS (48 HOURS) BEFORE DIGGING.



LOCATION MAP

500 LINEAR FEET OF PROPOSED 2" HDPE CONDUIT FOR FIBER VIA DIRECTIONAL BORE

STA: 24+89 PROPOSED HANDHOLE AT PROPOSED BORE PIT LOCATION (CONTRACTOR TO DETERMINE LOCATION IN FIELD)

500 LINEAR FEET OF PROPOSED 2" HDPE CONDUIT FOR FIBER VIA DIRECTIONAL BORE



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B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB

SITE NAME

0016-U-S1

SITE ADDRESS (NEAREST)

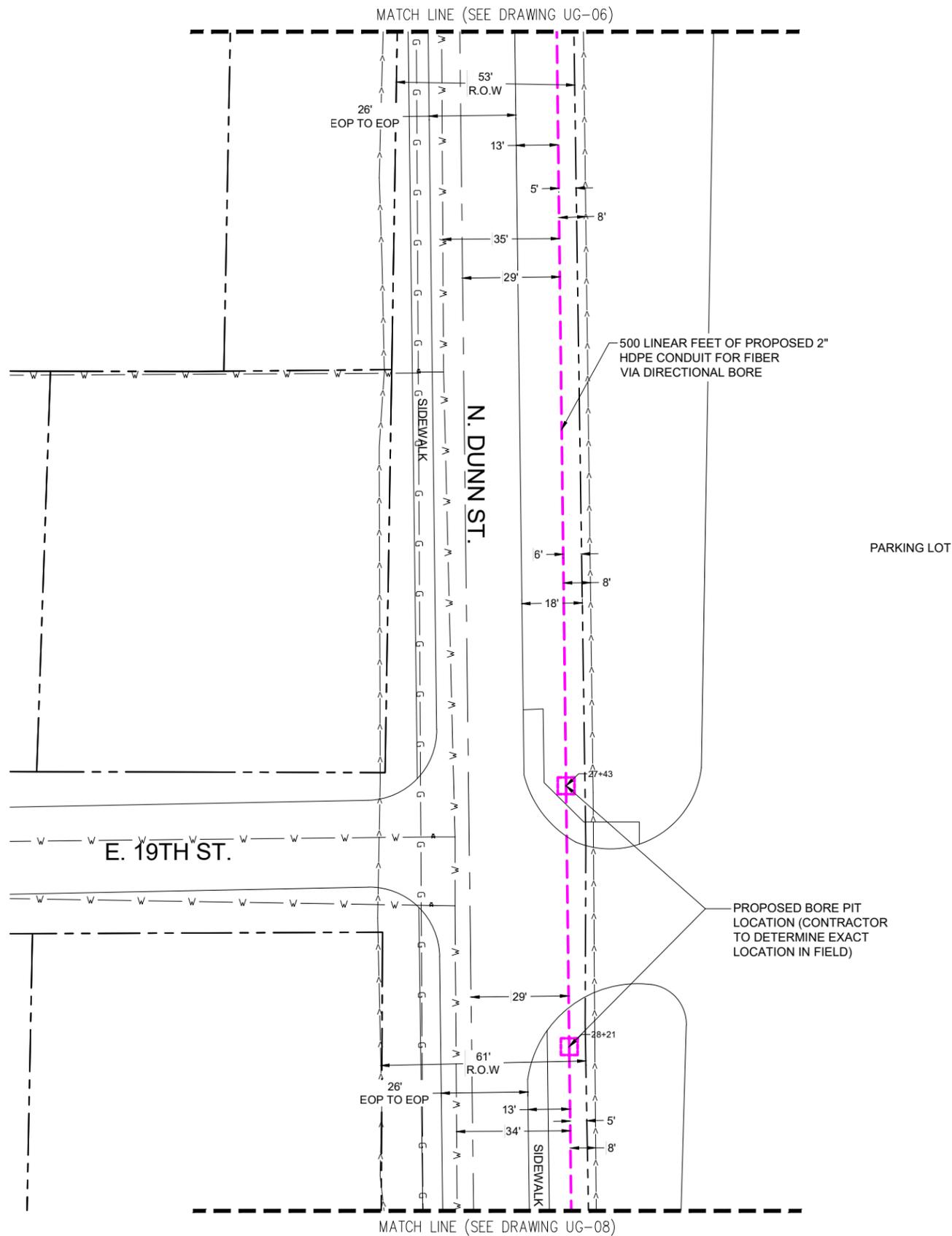
711 E. STATE RD. 45/46
BYP, BLOOMINGTON,
IN 47408

SHEET NAME

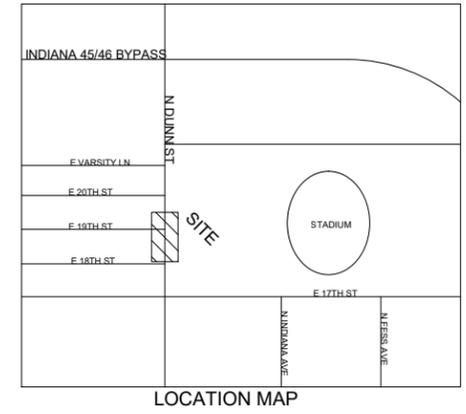
UG SITE PLAN

SHEET NUMBER

UG-06



- CONTRACTOR TO TEST HOLE AND VERIFY EXISTING UTILITY LOCATION & DEPTH WHEN DIRECTIONAL BORING
 - PROPOSED BORE PIT LOCATION CONTRACTOR TO DETERMINE EXACT LOCATION IN FIELD
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1100 E. WOODFIELD ROAD, SUITE 500
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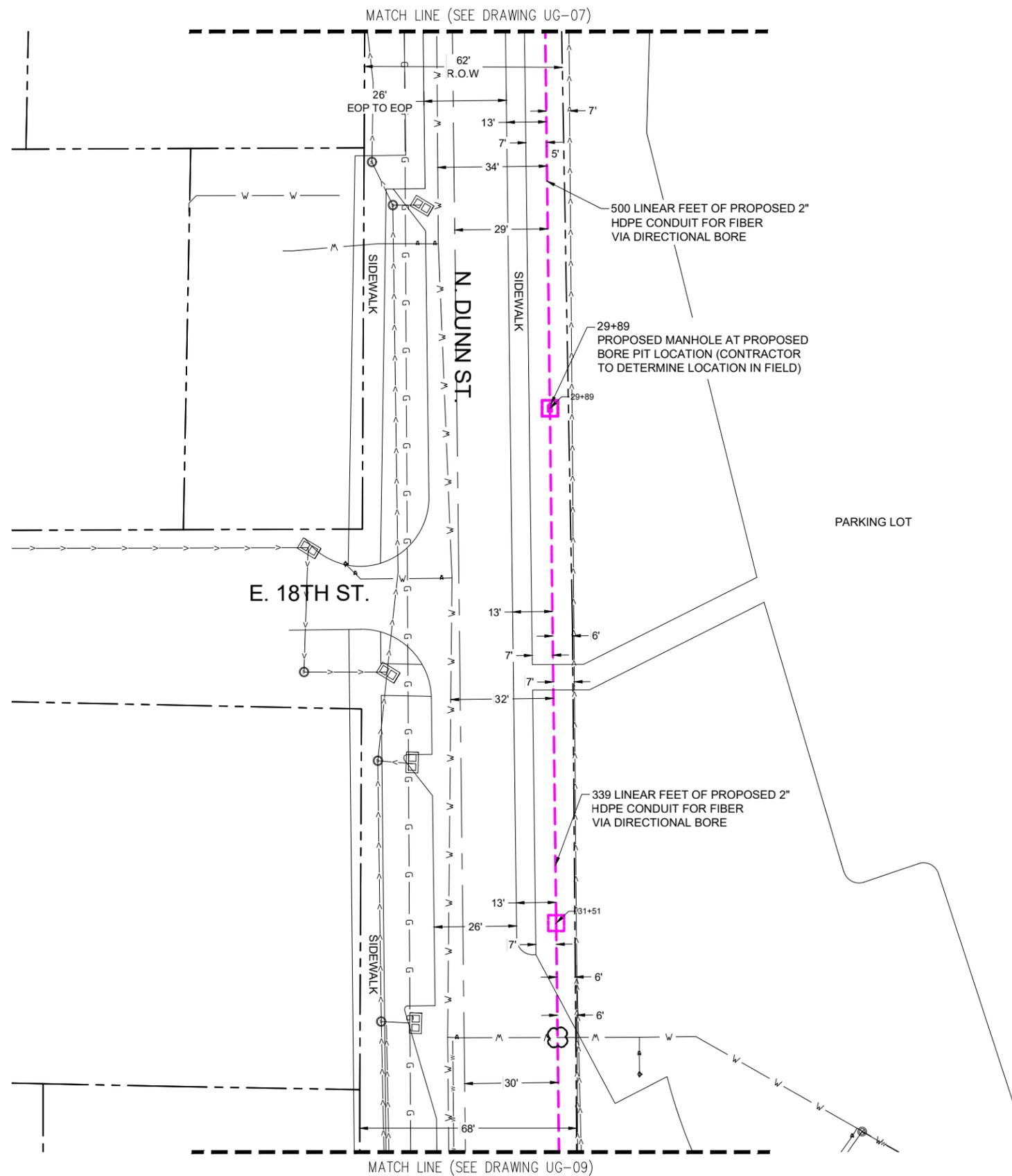
REV	DATE	DESCRIPTION	BY
A	07/25/22	90% REVIEW	BKS
B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB

SITE NAME
 0016-U-SI

SITE ADDRESS (NEAREST)
 711 E. STATE RD. 45/46
 BYP, BLOOMINGTON,
 IN 47408

SHEET NAME
 UG SITE PLAN

SHEET NUMBER
 UG-07



CONTRACTOR TO TEST HOLE AND VERIFY EXISTING UTILITY LOCATION & DEPTH WHEN DIRECTIONAL BORING

PROPOSED BORE PIT LOCATION CONTRACTOR TO DETERMINE EXACT LOCATION IN FIELD

CONTRACTOR SHALL CALL DIGGER TWO (2) WORKING DAYS (48 HOURS) BEFORE DIGGING.



LOCATION MAP

PARKING LOT



1100 E. WOODFIELD ROAD, SUITE 500
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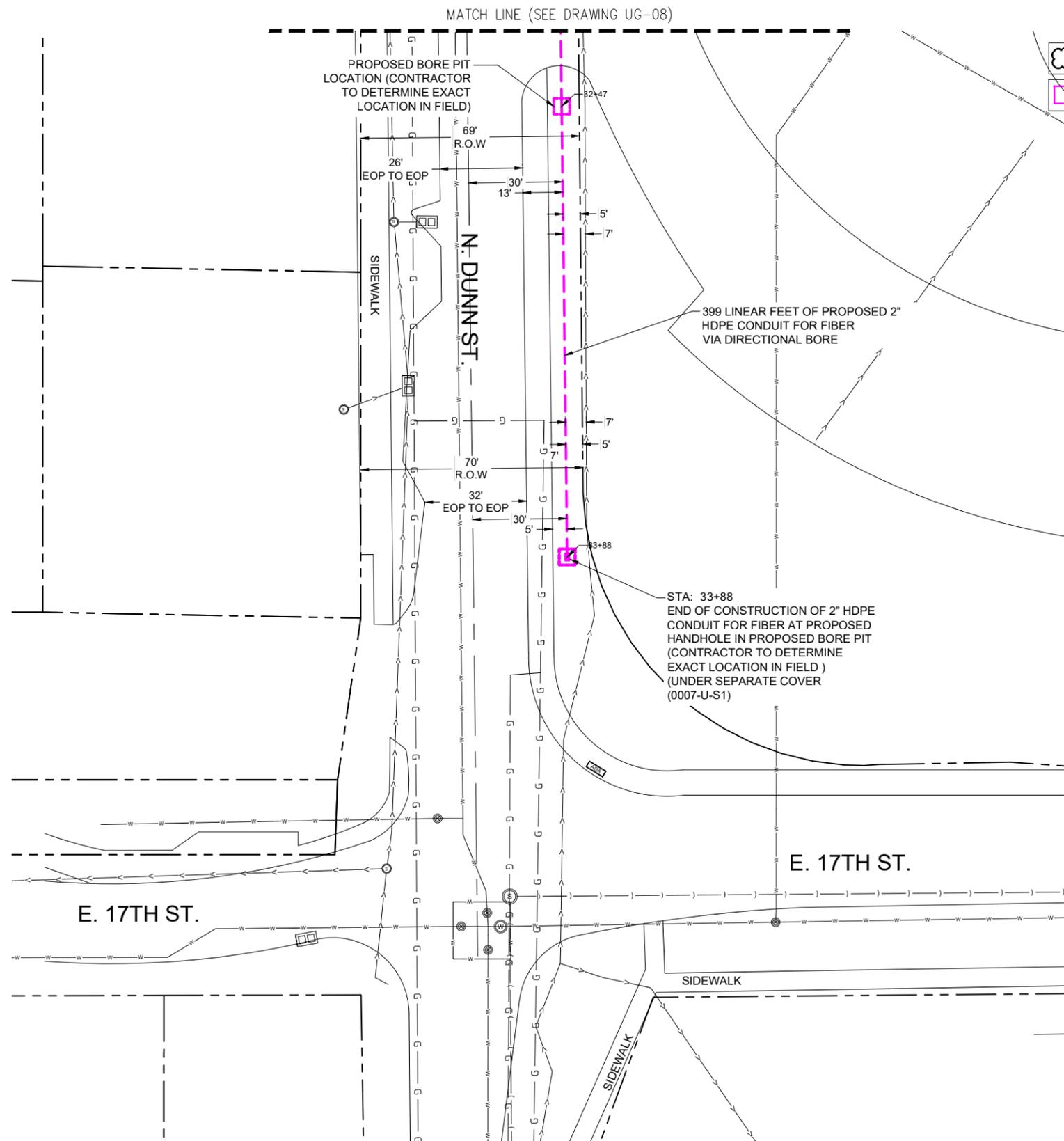
REV	DATE	DESCRIPTION	BY
A	07/25/22	90% REVIEW	BKS
B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB

SITE NAME
 0016-U-S1

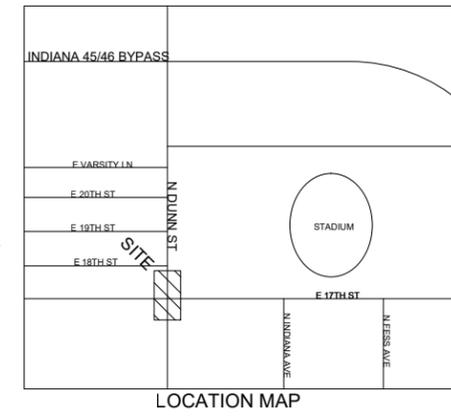
SITE ADDRESS (NEAREST)
 711 E. STATE RD. 45/46
 BYP, BLOOMINGTON,
 IN 47408

SHEET NAME
 UG SITE PLAN

SHEET NUMBER
 UG-08



- CONTRACTOR TO TEST HOLE AND VERIFY EXISTING UTILITY LOCATION & DEPTH WHEN DIRECTIONAL BORING
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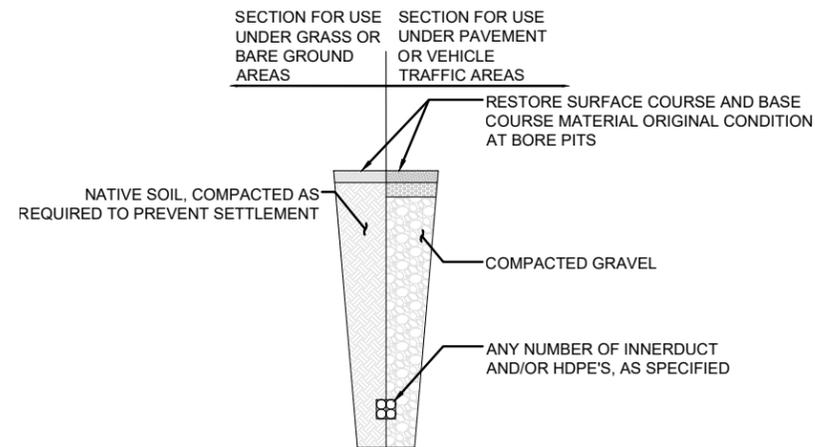
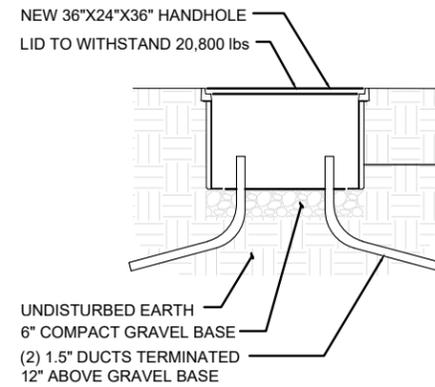
REV	DATE	DESCRIPTION	BY
A	07/25/22	90% REVIEW	BKS
B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB

SITE NAME
 0016-U-S1

SITE ADDRESS (NEAREST)
 711 E. STATE RD. 45/46
 BYP, BLOOMINGTON,
 IN 47408

SHEET NAME
 UG SITE PLAN

SHEET NUMBER
 UG-09



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REV	DATE	DESCRIPTION	BY
A	07/25/22	90% REVIEW	BKS
B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB

TYPICAL HANDHOLE CONNECTION SCALE: N.T.S. 1

TYPICAL DERIRECTIONAL BORE DETAIL SCALE: N.T.S. 2

NOT USED SCALE: N.T.S. 3

NOT USED SCALE: N.T.S. 4

NOT USED SCALE: N.T.S. 5

NOT USED SCALE: N.T.S. 6

SITE NAME
0016-U-SI

SITE ADDRESS (NEAREST)
711 E. STATE RD. 45/46
BYP, BLOOMINGTON,
IN 47408

SHEET NAME
DETAILS

SHEET NUMBER
D-1

REV	DATE	DESCRIPTION	BY
A	07/25/22	90% REVIEW	BKS
B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB

GENERAL NOTES:

- Distances shown are typical except minimum distances may be varied based on field conditions.
 - The spacing of channelizing devices shall be 100 ft where the posted speed limit is 50 m.p.h. or greater.
 - The spacing of channelizing devices shall be 50 ft where the posted speed limit is less than or equal to 45 m.p.h.
 - The spacing of channelizing devices on tapers shall be numerically equal in feet to the posted speed limit in m.p.h.
 - The flashing arrow sign shall not be placed on a sidewalk. The flashing arrow sign shall be placed at a distance of L/3 from the beginning of the taper, where L is the merge taper, see Sheet 11.
 - For temporary lane closures during daylight hours, cones or tubular markers may be used in lieu of drums.
 - Temporary pavement markings shall not be required for temporary daylight lane closures.
 - Temporary highway illumination, when specified, shall be as detailed on the plans.
- Once the crossovers have been removed, this line shall be restriped yellow if the pavement is to be used for one-way traffic.
 - For Temporary Crossover Type B, this line shall be removed when the traffic pattern is switched.
 - The advisory speed plate will not be required when the existing posted speed limit is less than 55 mph.
 - Spacing of channelizing devices at this location shall be 20 ft.
 - The "Two-Way Traffic" (XW6-3B) and "Do Not Pass" (R4-1-B) signs shall alternate every 2640 ft throughout the two-lane two-way operation.
 - For a bridge contract, this distance may be adjusted by the Engineer as required. However, it shall be as close to the minimum as possible.
 - Once the crossovers have been removed, this line shall be restriped broken white, if the pavement is to be used for one-way traffic.

SURFACE AREA OF ONE TYPE A TEMPORARY CROSSOVER, SYS	
MEDIAN WIDTH, ft	TYPE A
60	1208
50	1041
40	880
36	814
30	713
26	648

LEGEND

- Flagger
- Work area
- Flashing arrow sign
- Channelizing device
- Police car (optional)
- Construction sign and supports
- W = Width of offset
- Temporary Pavement Marking
- Removal of pavement markings and prismatic reflectors
- Typical Sign Standard (Road Closure Sign Assembly)
- Type III-A or Type III-B Barricades as required
- Double Headed Flashing Arrow Sign
- Direction of Traffic
- Low intensity construction warning light, Type A

INDIANA DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL
LEGEND AND GENERAL NOTES**

SEPTEMBER 2016

STANDARD DRAWING NO. E 801-TCLG-01

	<p><i>/s/ David H. Boruff</i> 03/02/16 DESIGN STANDARDS ENGINEER DATE</p> <p><i>/s/ Mark A. Miller</i> 03/02/16 CHIEF ENGINEER DATE</p>
--	---

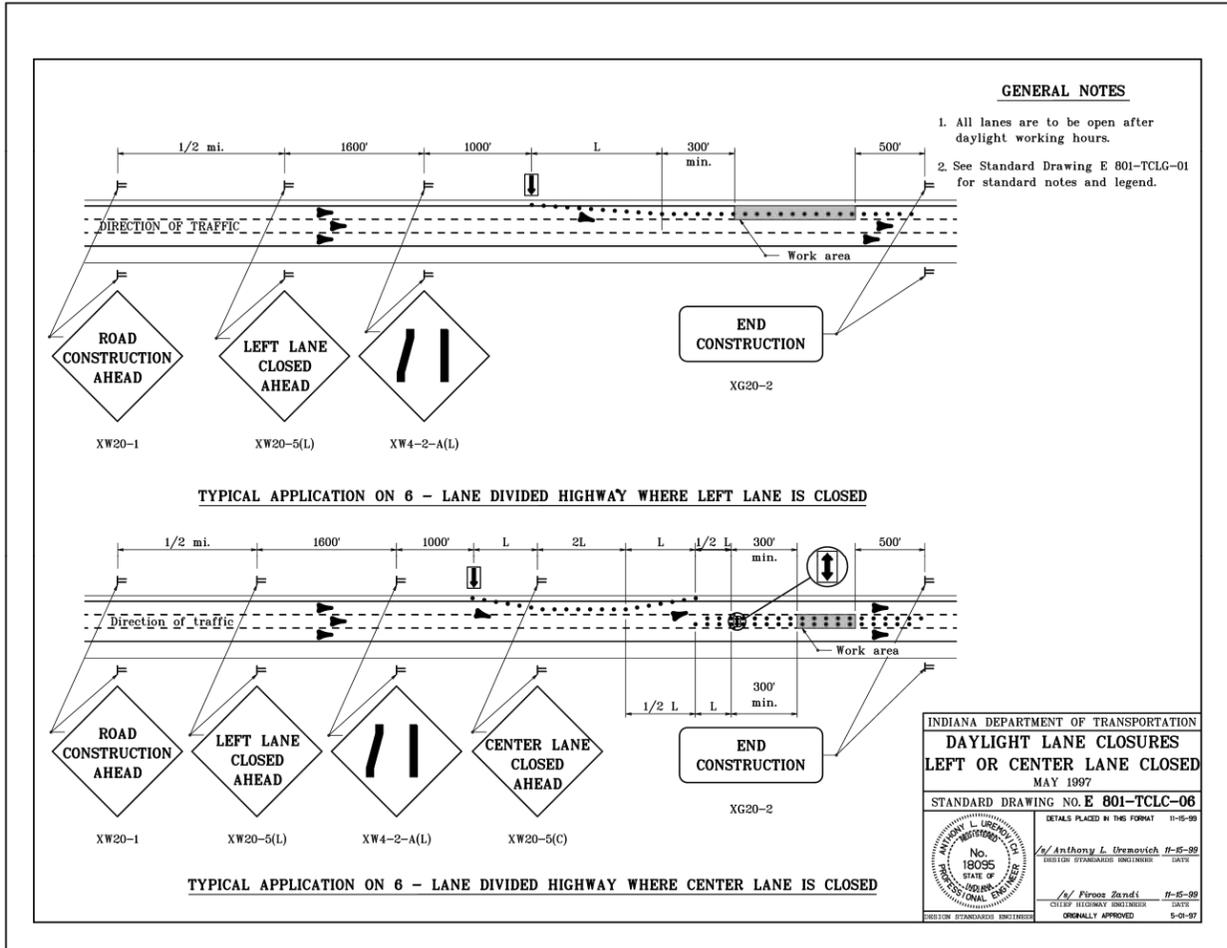
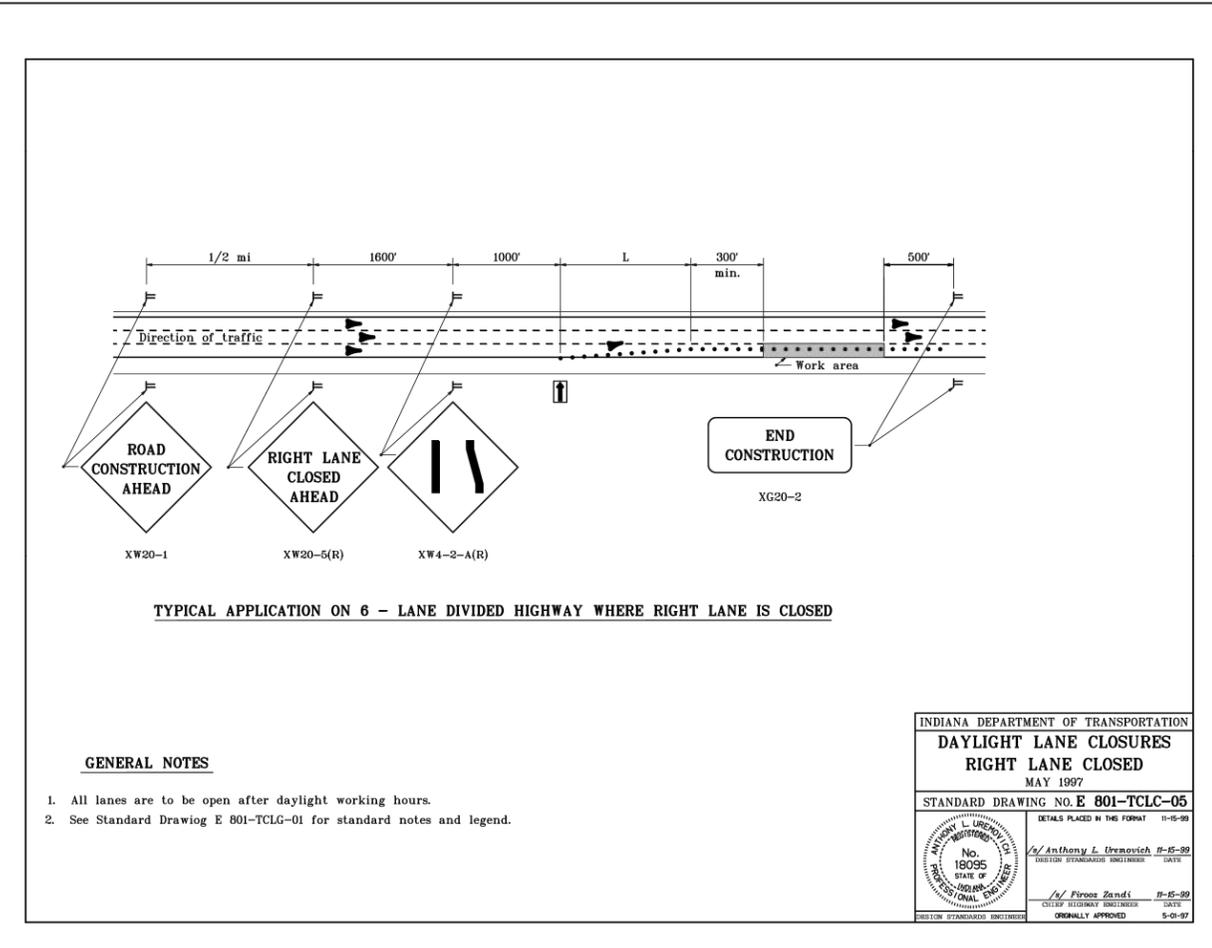
SITE NAME
0016-U-SI

SITE ADDRESS (NEAREST)
**711 E. STATE RD. 45/46
BYP, BLOOMINGTON,
IN 47408**

SHEET NAME
**TRAFFIC CONTROL
LEGEND AND
GENERAL NOTES**

SHEET NUMBER
TCP-01

REV	DATE	DESCRIPTION	BY
A	07/25/22	90% REVIEW	BKS
B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB



SITE NAME

0016-U-S1

SITE ADDRESS (NEAREST)

711 E. STATE RD. 45/46
BYP, BLOOMINGTON,
IN 47408

SHEET NAME

TRAFFIC CONTROL
PLAN

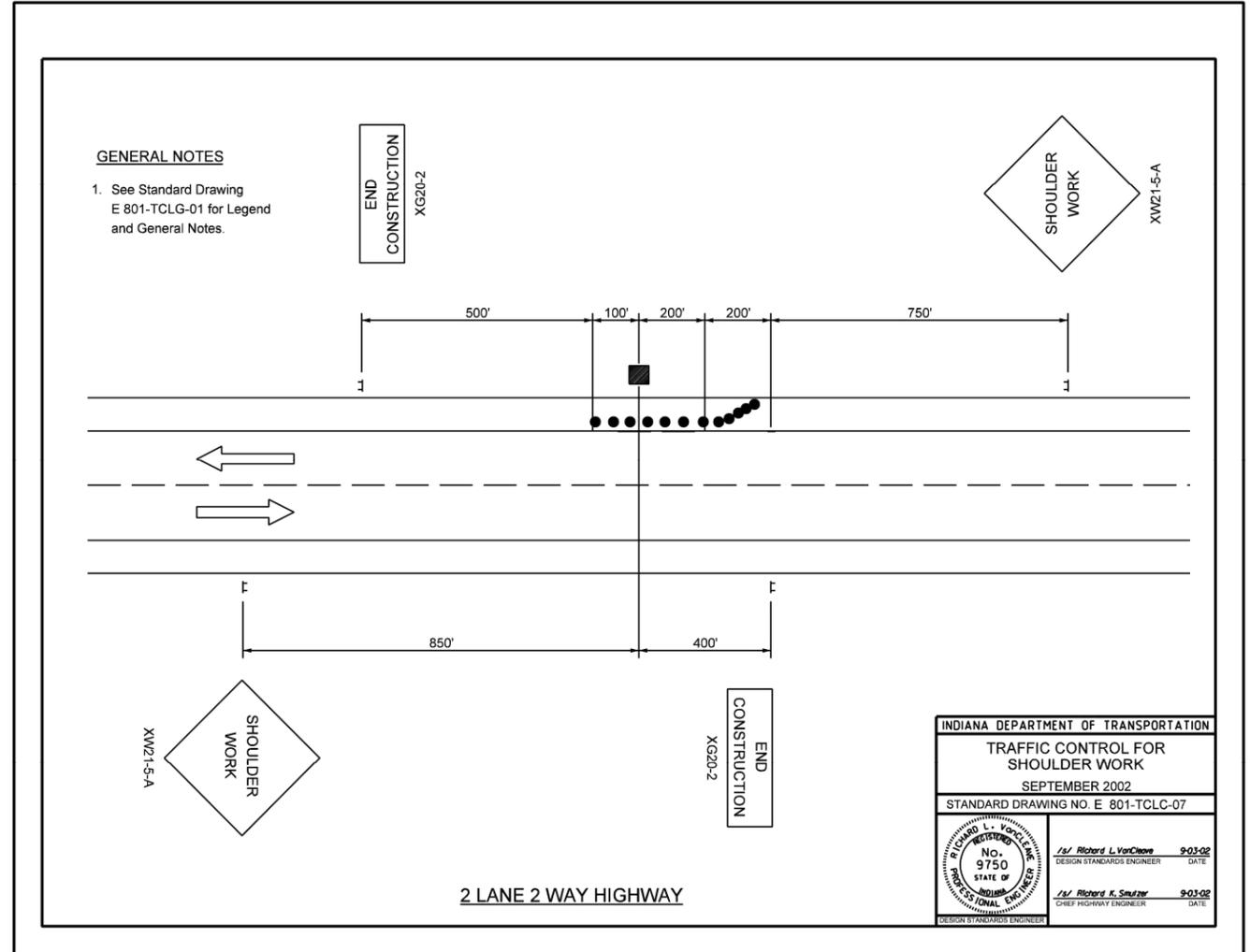
SHEET NUMBER

TCP-02



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 TEL: 847-908-8400
 www.FullertonEngineering.com

REV	DATE	DESCRIPTION	BY
A	07/25/22	90% REVIEW	BKS
B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB



INDIANA DEPARTMENT OF TRANSPORTATION
 TRAFFIC CONTROL FOR SHOULDER WORK
 SEPTEMBER 2002
 STANDARD DRAWING NO. E 801-TCLC-07

	/s/ Richard L. VarCivore	9-03-02
	DESIGN STANDARDS ENGINEER	DATE
	/s/ Richard K. Smutzer	9-03-02
	CHIEF HIGHWAY ENGINEER	DATE

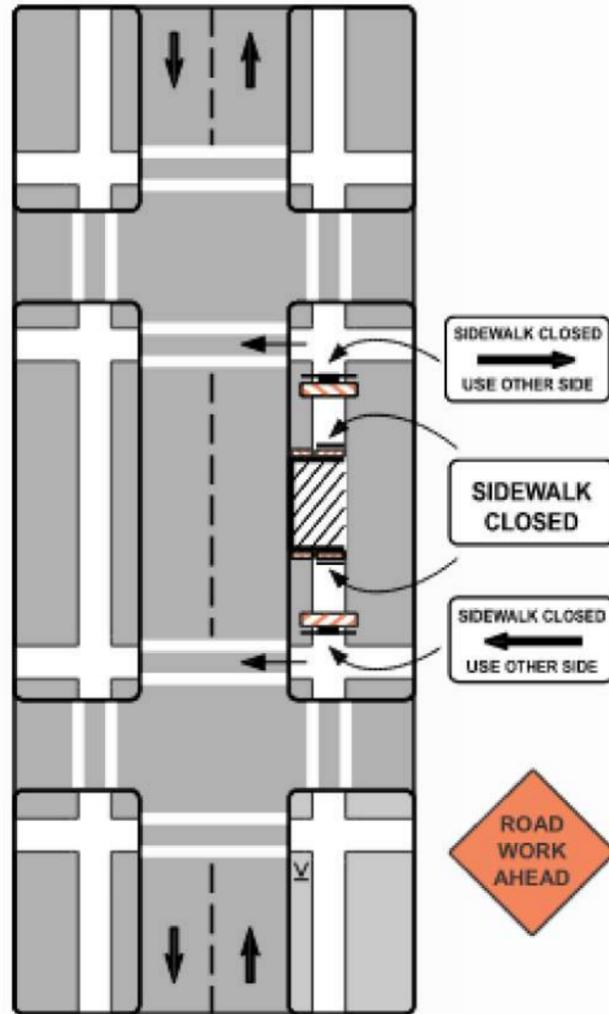
SITE NAME
 0016-U-S1

SITE ADDRESS (NEAREST)
 711 E. STATE RD. 45/46
 BYP, BLOOMINGTON,
 IN 47408

SHEET NAME
 TRAFFIC CONTROL
 PLAN

SHEET NUMBER
 TCP-03

Sidewalk Closure
(Pedestrian Detour)

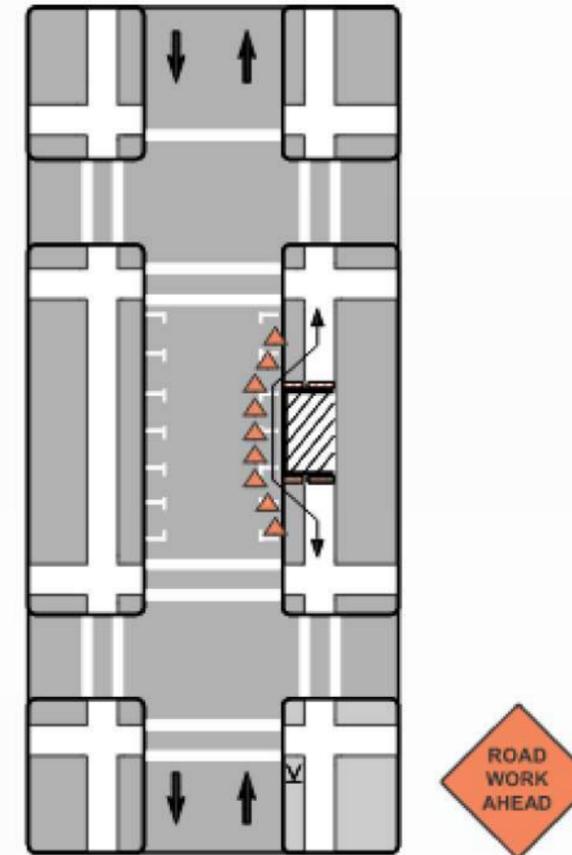


Notes:

1. Additional advance warning may be necessary.
2. Only the traffic control devices controlling pedestrian flows are shown. Other devices may be needed to control traffic on the streets. Use lane closure signing, ROAD NARROWS or LANE NARROWS signs as needed.
3. For nighttime closures, Type A flashing warning lights may be used on barricades supporting signs and closing walkways.

74

Sidewalk Closure
(Pedestrian Walkway Provided)



Notes:

1. Additional advance warning may be necessary.
2. Only the traffic control devices controlling pedestrian flows are shown. Other devices may be needed to control traffic on the streets. Use lane closure signing, ROAD NARROWS or LANE NARROWS signs, as needed.
3. For nighttime closures, Type A flashing warning lights may be used on barricades supporting signs and closing walkways. Type C steady-burn lights may be used on channelizing devices separating the temporary walkway from vehicular traffic.
4. Where high speeds are anticipated, use a barrier to separate the temporary walkway from vehicular traffic. Refer to Section 6D-1 of Part VI of the IMUTCD for information on barriers.
5. Signs may be placed along a temporary walkway to guide or direct pedestrians; for example, KEEP RIGHT or KEEP LEFT signs.

75



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www.FullertonEngineering.com

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B	09/13/22	90% REVIEW	LB
C	10/20/22	90% REVIEW	LB

SITE NAME

0016-U-S1

SITE ADDRESS (NEAREST)

711 E. STATE RD. 45/46
BYP, BLOOMINGTON,
IN 47408

SHEET NAME

TRAFFIC CONTROL
PLAN

SHEET NUMBER

TCP-04



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: _____

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Renee Guider</u> E-MAIL: <u>Renee.Guider@crowncastle.com</u> COMPANY: <u>Crown Castle Fiber LLC</u> ADDRESS: <u>4545 E River Rd, Suite 320</u> CITY, STATE, ZIP: <u>Rochester, NY 14586</u> 24-HR EMERGENCY CONTACT NAME: <u>Network Operations Center</u> 24-HR CONTACT PHONE #: <u>1-800-497-5578</u> INSURANCE #*: _____ COMPANY: _____ BOND #*: <u>CMS0332763</u> COMPANY: <u>Willis Towers Watson</u> <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	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 <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
SUBCONTRACTOR INFORMATION (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Directional bore for fiber optic cable placement</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1 <u>N Dunn St</u> 1ST INTERSECTING STREET NAME: <u>SR 45/46 Bypass</u> 2ND INTERSECTING STREET NAME: <u>E 17th St</u> <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>5/30/23</u> END DATE: <u>6/5/23</u> # OF DAYS*: <u>5</u> <u>No work to be done on 5/29, 6/3 & 6/4.</u>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>2937'</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____
STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	 TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	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>Renee Guider</u> SIGNATURE: <u>Renee Guider</u> DATE: <u>12/12/22</u>

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event:	Lane closures on W 1 st St
Staff Representative:	Alex Gray
Petitioner/Representative:	Lineal Contracting
Date:	May 23rd, 2023

Report: Lineal Contracting is requesting lane closures along W 1st St from the S Rogers/W 1st St intersection to the S College Ave/W 1st St intersection with additional work at the W 1st St and S Fairview St intersection. This work is for the W 1st St Reconstruction project ahead of the Hopewell Development Project and will consist of underground boring and aerial fiber installation for utility relocation. The work will take 20 days, starting on May 26th, 2023 and ending on June 20th, 2023.



2922 Mitchell Road
Bedford, Indiana 47421
Office Phone : 812-277-6457
Cell Phone: 812-277-6457
www.linealcontracting.com
ryan@linealcontracting.com

Board of Public Works
City of Bloomington

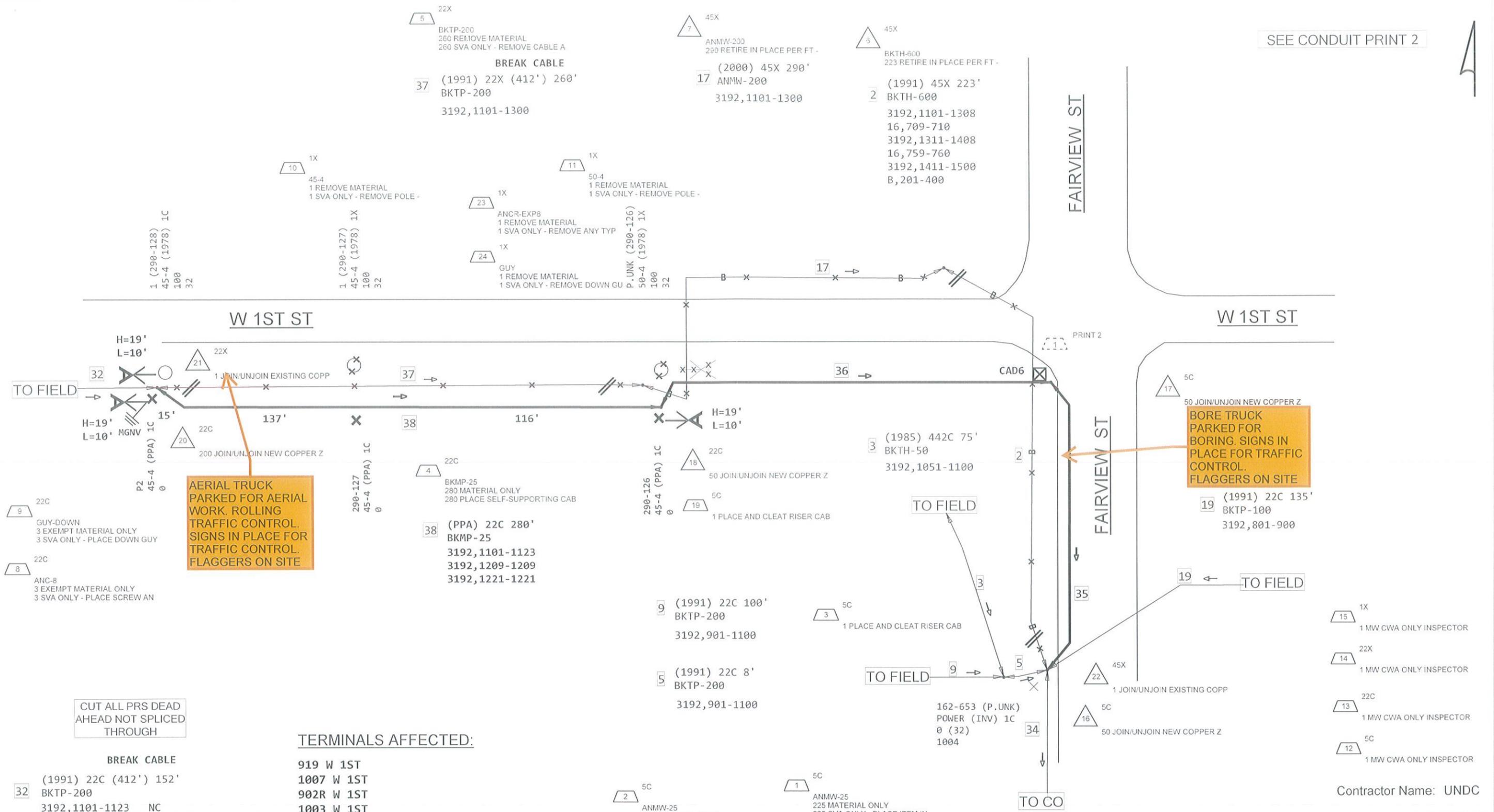
RE: ROW Permit on W. 1st. St and Fairview St.

Dear Board Members

ATT is doing a project along W. 1st Street and Fairview St. to install Fiber and Copper cables. This project will be implemented by Lineal Contracting Lnc. In order to facilitate this project Lineal Contracting Inc. is requesting access to the City of Bloomington ROW as described in the submitted plans. This will not be a long term project it should be completed in 20 days or less

Regards,
Brian Busick
Lineal Contracting Inc.

SEE CONDUIT PRINT 2



AERIAL TRUCK
 PARKED FOR AERIAL
 WORK. ROLLING
 TRAFFIC CONTROL.
 SIGNS IN PLACE FOR
 TRAFFIC CONTROL.
 FLAGGERS ON SITE

BORE TRUCK
 PARKED FOR
 BORING. SIGNS IN
 PLACE FOR TRAFFIC
 CONTROL.
 FLAGGERS ON SITE

CUT ALL PRS DEAD
 AHEAD NOT SPLICED
 THROUGH

TERMINALS AFFECTED:

- BREAK CABLE**
- (1991) 22C (412') 152' BKTP-200
 - 3192,1101-1123 NC
 - (3192,1124-1208) <A02F1CV> A,24-108
 - 3192,1209-1209 NC
 - (3192,1210-1220) <A02F1CV> A,110-120
 - 3192,1221-1221 NC
 - (3192,1222-1300) <A02F1CV> A,122-200

- 919 W 1ST
- 1007 W 1ST
- 902R W 1ST
- 1003 W 1ST
- 1000 W 1ST
- 1009 W 1ST
- 1008 W 1ST
- 822 W 1ST
- 827 W 1ST
- 902F W 1ST
- 909 W 1ST
- 909-1 W 1ST

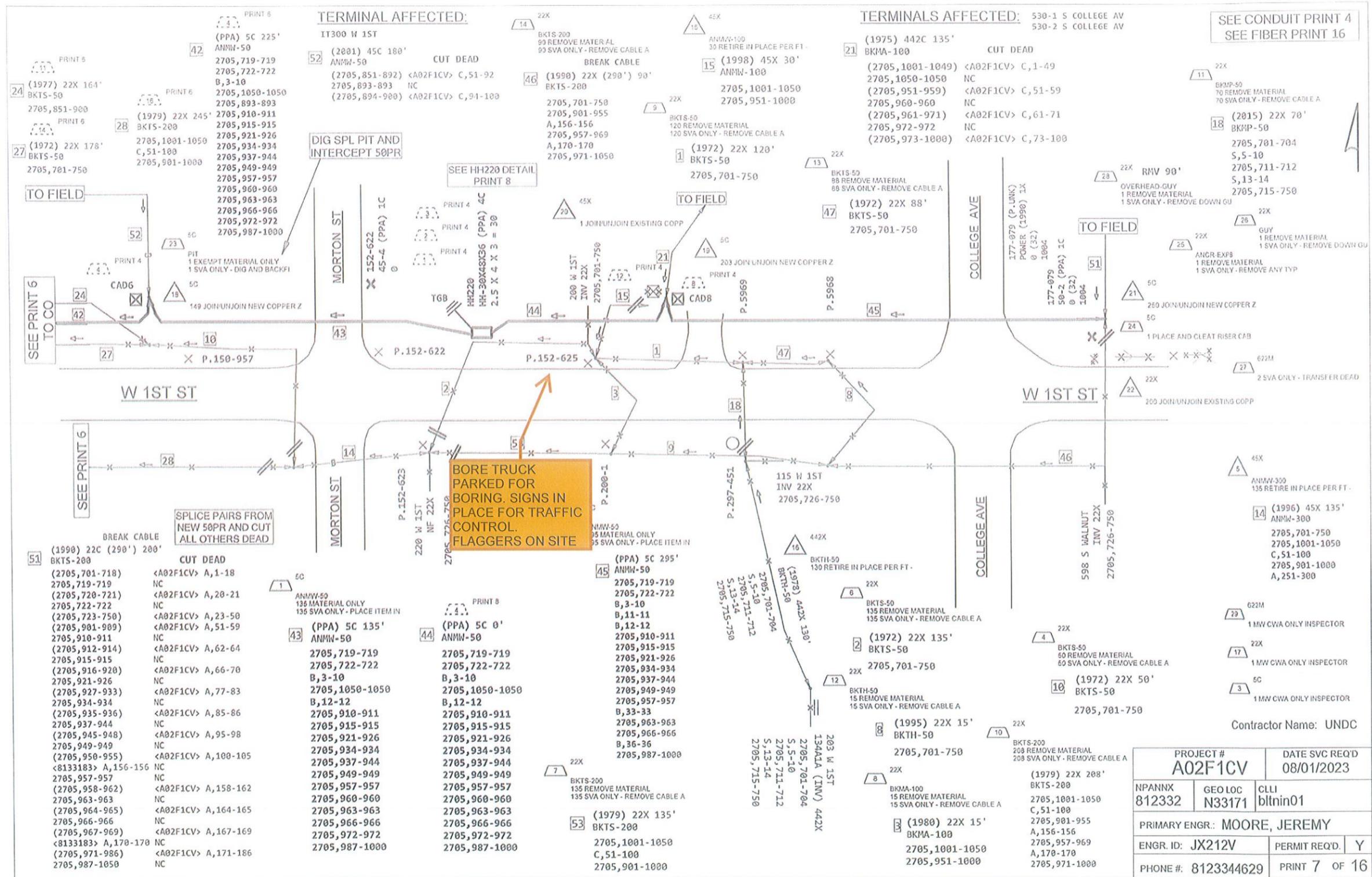
- (PPA) 5C 270' ANMW-25
- 3192,1101-1123
- 3192,1209-1209
- 3192,1221-1221

- (PPA) 5C 225' ANMW-25
- 3192,1101-1123
- 3192,1209-1209
- 3192,1221-1221

- (1991) 22C 576' BKTH-900
- <EST8019> B,1-200
- <EST8019> 3192,801-1308
- <EST8019> DLC 16,709-710
- <EST8019> 3192,1311-1408
- <EST8019> DLC 16,759-760
- <EST8019> 3192,1411-1500

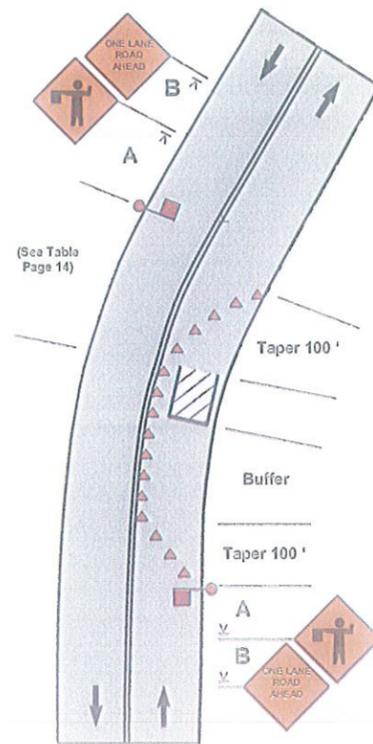
Contractor Name: UNDC

PROJECT # A02F1CV		DATE SVC REQ'D 02/01/2023	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MOORE, JEREMY			
ENGR. ID: JX212V		PERMIT REQ'D. Y	
PHONE #: 8123344629		PRINT 5 OF 16	



PROJECT # A02F1CV		DATE SVC REQ'D 08/01/2023	
NPANNX 812332	GEO LOC N33171	CLLI bltnin01	
PRIMARY ENGR.: MOORE, JEREMY			
ENGR. ID: JX212V		PERMIT REQ'D. Y	
PHONE #: 8123344629		PRINT 7 OF 16	

Lane Closure on a Two-Lane Road
(Two Flagger Operation)
(Short Duration – up to 1 hour)



Notes:

1. The flagger or flaggers shall use approved flagging procedures according to the MUTCD and as shown on page 76
2. If there is a sideroad intersection within the work area, additional traffic control, such as flaggers and appropriate signage, may be needed on the sideroad approaches.
3. Whenever a flagger is present, a "Flagger Ahead" symbol sign shall be used.
4. Cones are optional when using a shadow vehicle with activated Warning Lights.

Speed Limit (mph)	Sign Spacing A (ft)	Sign Spacing B (ft)	Buffer (ft)
25	100	100	160
30	100	100	200
35	350	350	280
40	350	350	320
45	500	500	360
50	500	500	440
55	500	500	520
60	1000	1000	600



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@bloomingtonin.gov

ROW EXCAVATION ROW USE
ADDRESS OF ROW ACTIVITY: _____

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>BRIAN BUSICK</u> E-MAIL: <u>bbusick@linealcontracting.com</u> COMPANY: <u>LINEAL CONTRACTING INC.</u> ADDRESS: <u>2922 MITCHELL ROAD</u> CITY, STATE, ZIP: <u>BEDFORD IN. 47421</u> 24-HR EMERGENCY CONTACT NAME: <u>BRIAN BUSICK</u> 24-HR CONTACT PHONE #: <u>812/521/3474</u> INSURANCE #*: <u>2118826001</u> COMPANY: <u>HOUCHENS</u> BOND #*: <u>107706552</u> COMPANY: <u>TRAVELERS</u> <small>*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> **SUBCONTRACTOR INFORMATION** <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: _____	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet.</small> 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 type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>AERIAL AND UNDERGROUND FIBER PLACEMENT</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>1 st, STREET</u> PROJECT #: <u>AO2F1CV</u> PROJECT MGR.: <u>JEREMY MOORE</u> PROJECT MGR.#: <u>812-334-4629</u> <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small>
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>W. 1st. ST.</u> 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE <input type="checkbox"/> 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 <input type="checkbox"/> PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-SUBMITTED</small> START DATE: <u>5-26-23</u> END DATE: <u>6-20-23</u> # OF DAYS*: <u>20</u> STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE <input type="checkbox"/> 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 <input type="checkbox"/> PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-SUBMITTED</small> START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 2 HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS: <u>16 SQ. FT.</u> <small>*PAVEMENT INCLUDES IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>58 SQ. FT.</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>1450'</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: <u>0</u> SQ FT OF SIDEWALK RECONSTRUCTION*: <u>0</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>0</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> # RESIDENTIAL DRIVEWAY INSTALLATION: <u>0</u>
STANDARD CLOSURE HOURS MON-FRI*: <u>9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM</u> STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 of Iowascode from 6 AM to 10 PM without violation, the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	 <small>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG, IT'S THE LAW.</small> H. INDEMNIFICATION AGREEMENT: The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, actions, 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>BRIAN BUSICK</u> SIGNATURE:  DATE: <u>5-18-2023</u>

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Extension to 402 and 406 E 6th St Renovations
Staff Representative: Alex Gray
Petitioner/Representative: Red Truck Bloomington, LLC
Date: May 23rd, 2023

Report: Red Truck Bloomington is requesting an extension to their original permit that was for a request for a dumpster to be placed in front of 402 and 406 E 6th Street for renovations to both properties as well as for construction parking. The dumpster will remain in 4 metered parking spaces for an additional period of May 31st to June 17th.



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

ROW EXCAVATION ROW USE
ADDRESS OF ROW ACTIVITY: _____

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

<p>A. APPLICANT/AGENT INFORMATION:</p> <p>APPLICANT NAME: <u>Red Truck Bloomington LLC</u> E-MAIL: <u>erandryan@gmail.com</u> COMPANY: <u>same as above</u> ADDRESS: <u>P.O. Box 100</u> CITY, STATE, ZIP: <u>Nashville, IN 47448</u> 24-HR EMERGENCY CONTACT NAME: <u>Eliad Ryan</u> 24-HR CONTACT PHONE #: <u>812-720-0088</u> INSURANCE #: <u>submitted</u> COMPANY: _____ BOND #: <u>A270077409</u> COMPANY: <u>Platte River</u> <small>* INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small></p> <p style="text-align: center;">**SUBCONTRACTOR INFORMATION** (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: _____</p> <p>B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Renovation of 2 houses</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small></p> <p>C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>6th Street</u> 1ST INTERSECTING STREET NAME: <u>Grant Street</u> 2ND INTERSECTING STREET NAME: <u>Alley</u> <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 checked="" 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>3/6/2023</u> END DATE: <u>6/5/2023</u> # OF DAYS*: <u>90</u></p> <p>STREET NAME 2: <u>N/A</u> 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*: _____</p> <p><small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small></p> <p>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: _____ AM - _____ PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small></p>	<p>D. TRAFFIC CONTROL DEVICES*: <u>N/A</u></p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> CONES</td> <td><input type="checkbox"/> ARROWBOARD</td> </tr> <tr> <td><input type="checkbox"/> LIGHTED BARRELS</td> <td><input type="checkbox"/> TYPE 3 BARRICADES</td> </tr> <tr> <td><input type="checkbox"/> FLAGGERS</td> <td><input type="checkbox"/> BPD OFFICER</td> </tr> </table> <p><small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources, the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small></p> <p>E. METERED PARKING SPACES NEEDED: <input checked="" type="checkbox"/> Y <input type="checkbox"/> N</p> <p><small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/ moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small></p> <p>F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?</p> <p>PROJECT NAME: _____ PROJECT #: <u>N/A</u> PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small></p> <p>G. EXCAVATIONS: <u>N/A</u></p> <p>SQ FT OF PAVEMENT* EXCAVATIONS : _____ <small>*PAVEMENT INCLUDES IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> # RESIDENTIAL DRIVEWAY INSTALLATION: _____</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <p style="font-size: small;">TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.</p> </div> <p>H. INDEMNIFICATION AGREEMENT:</p> <p><small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small></p> <p>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.</p> <p>PRINT NAME: <u>Eliad Ryan</u> SIGNATURE: <u>[Signature]</u> DATE: <u>2/4/23</u></p>	<input type="checkbox"/> CONES	<input type="checkbox"/> ARROWBOARD	<input type="checkbox"/> LIGHTED BARRELS	<input type="checkbox"/> TYPE 3 BARRICADES	<input type="checkbox"/> FLAGGERS	<input type="checkbox"/> BPD OFFICER
<input type="checkbox"/> CONES	<input type="checkbox"/> ARROWBOARD						
<input type="checkbox"/> LIGHTED BARRELS	<input type="checkbox"/> TYPE 3 BARRICADES						
<input type="checkbox"/> FLAGGERS	<input type="checkbox"/> BPD OFFICER						

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____

February 8, 2023

To Whom it May Concern:

Red Truck Bloomington, LLC owns the property located at 402 and 406 E. 6th Street and we are planning to renovate and improve those structures in the coming months. We have applied for a permit from the City of Bloomington to reserve 4 metered parking spaces as pictured on the attached drawing. The use of the spaces will extend no more than ninety (90) days and will start on March 6, 2023, upon issuance of the necessary work permits.

The application to reserve the 4 parking spaces is set for a hearing with the Board of Public Works on February 14, 2023 at 5:30 pm at City Hall, City Council Chambers (Rm 115) and we will be asking the Board of Public Works to approve our request. A link to the agenda and information for the meeting can be found at: https://bloomington.in.gov/onboard/committees/info?committee_id=27

Please contact me or our attorney, Angela Parker (812.332.6556) with any questions you might have about this project.

Regards,



Ed Ryan, Member

Red Truck Bloomington, LLC
418 Old State Road 46
Nashville, IN 47448

Enclosure: Site plan

440770

Adjacent Owners' Addresses and Property Addresses Listed Below:

TF Sixth Street LLC
Registered Agent: Theodore J. Ferguson
403 E. 6th Street
Bloomington, IN 47408

403 E. 6th Street, Bloomington, IN

Stardust Development, LLC
Registered Agent: Christine L. Bartlett
c/o Ferguson Law
403 E. 6th Street
Bloomington, IN 47408

403 E. 6th Street, Bloomington, IN

Bryan Rental LLC
Registered Agent: David H. Kamen
1440 S. Liberty Drive
Bloomington, IN 47403

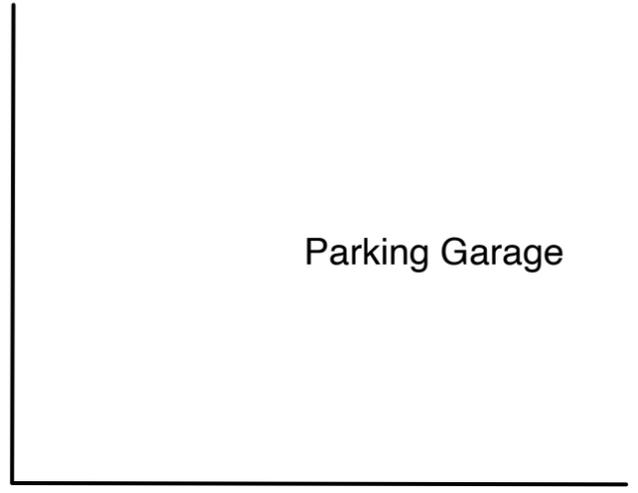
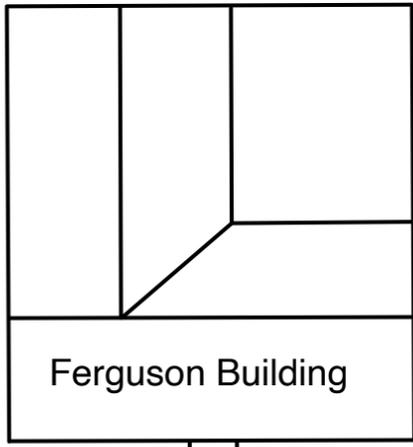
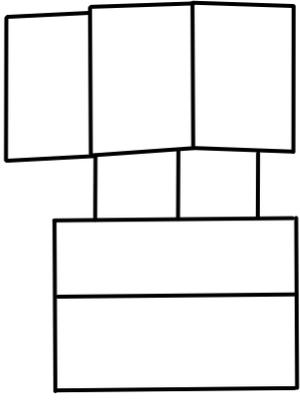
408 E. 6th Street, Bloomington, IN

Monroe County Public Library
303 E. Kirkwood Avenue
Bloomington, IN 47401

303 E. Kirkwood Avenue, Bloomington, IN

Stasny & Horn
P.O. Box 7676
Bloomington, IN 47407

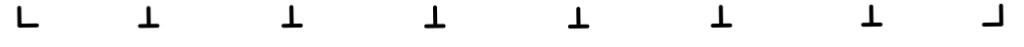
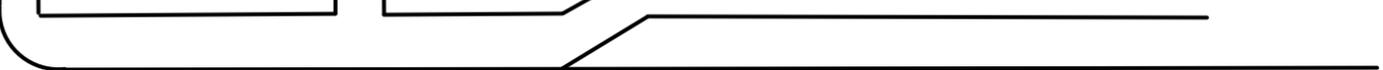
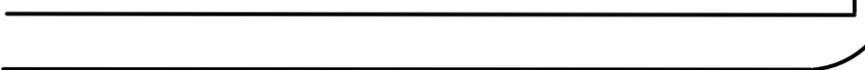
323-325 E. 6th Street, Bloomington, IN



N Grant Street

Ferguson Building

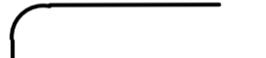
Parking Garage



E 6th Street

E 6th Street

E 6th Street



Library

N Grant Street

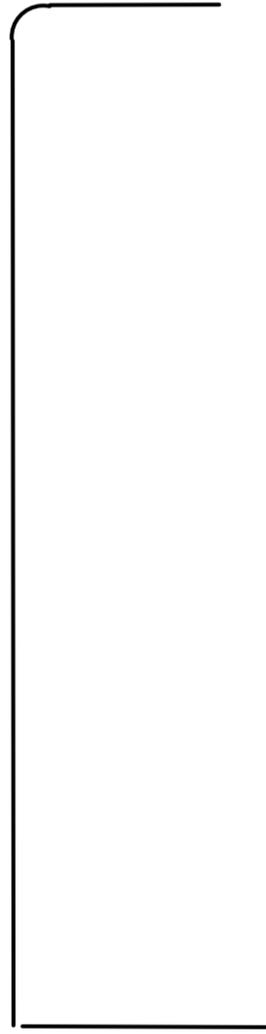
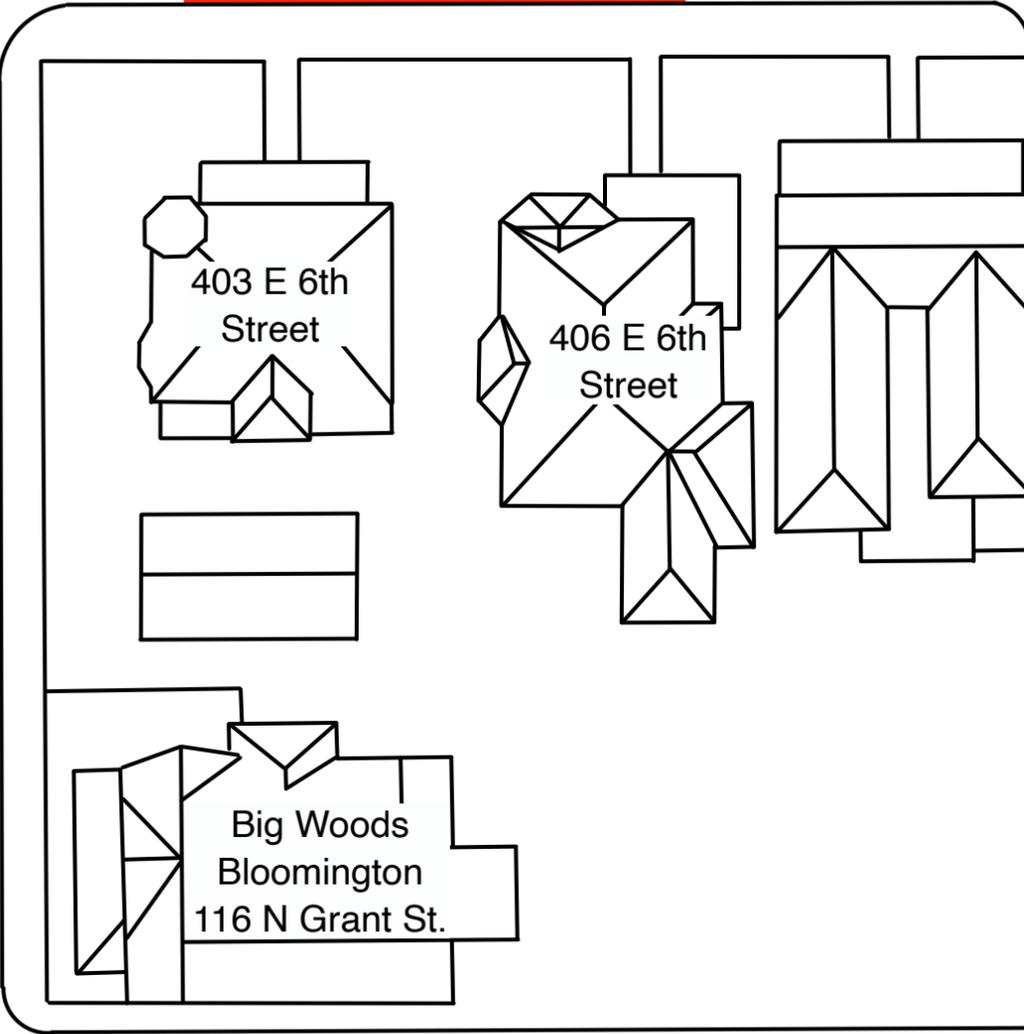
403 E 6th Street

406 E 6th Street

Big Woods
Bloomington
116 N Grant St.

Alley

Alley



BWQOHT, Inc.

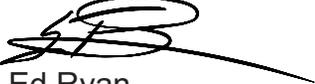
May 17, 2023

Alexandra Gray
Bloomington Engineering

To Whom It May Concern:

I would like to formally request that we extend our current parking meter usage agreement from May 31st to June 17th as we work to complete our project on E 6th Street.

Sincerely,

A handwritten signature in black ink, appearing to be 'Ed Ryan', with a long horizontal stroke extending to the right.

Ed Ryan
Owner
Red Truck Bloomington / Big Woods Bloomington



Board of Public Works

Staff Report

Project/Event: Request for Preliminary Approval of Right of Way Encroachment

Petitioner/Representative: Rita's Italian Ice Dunkirk Square

Staff Representative: [Maria McCormick](#)

Date: 05/23/2023

Report:

There is a proposed Rita's Italian Ice and Frozen Custard going into the old Falafels space in Dunkirk Square. This is on the southwest corner of Kirkwood Ave. and Dunn St. The petitioner is requesting use of the ROW for access to the walk-up window that is going to be installed on the Dunn St. side of the building. They are requesting to use approximately 135 square feet of the ROW for customers to place orders and then wait for their orders. This area would be paved. The additional areas of the ROW that they are asking for an encroachment agreement would be landscaped with UDO compliant materials.

Other items that will be include in the ROW encroachment request will include but not be limited to – flower pots, landscaping. Also included will be a Sprinkler Equipment Room that has been in place for some time but that does not currently have an encroachment agreement in place.



Feb 6, 2023

To whom it may concern,

I am seeking approval for a temporary use permit for 430 East Kirkwood Avenue, Units #4 and #5. This is commonly known as Dunkirk Square shopping center.

Currently, myself and family, operator Rita's Ice in Carmel Indiana and it is our desire to expand to Bloomington. We are looking to be a part of both the Bloomington community as well as Indiana University. This will continue to be a family owned and operated business, run by myself and my son, Steven, who is a full time resident and student at Indiana University, studying business.

The business will sell made fresh daily Italian Ice, award winning soft serve frozen custard, hot dogs, pretzels, soft drinks and other typical soft serve treats such as milkshakes, sundaes, concrete's, etc.

We are looking to create a fun environment, offering treats through streetside serve windows for the speed and safety of our guests. Other than adding serve windows and awning, we do not anticipate altering the physical building as it currently is. The look and feel of the business will align with the look of Indiana University through its use of like colors, specifically on the awning over our service windows. In addition, we look to create an environment for the community with outdoor seating in front of our site as well as seating on Dunn.

We will also offer all delivery platforms as well as ordering through our Rita's app. This will encourage and facilitate the entire Bloomington community at large to try our treats.

Steve Wilkos

Wilki Boyz Treats II, llc

Db, Rita's Ice

DUNN STREET

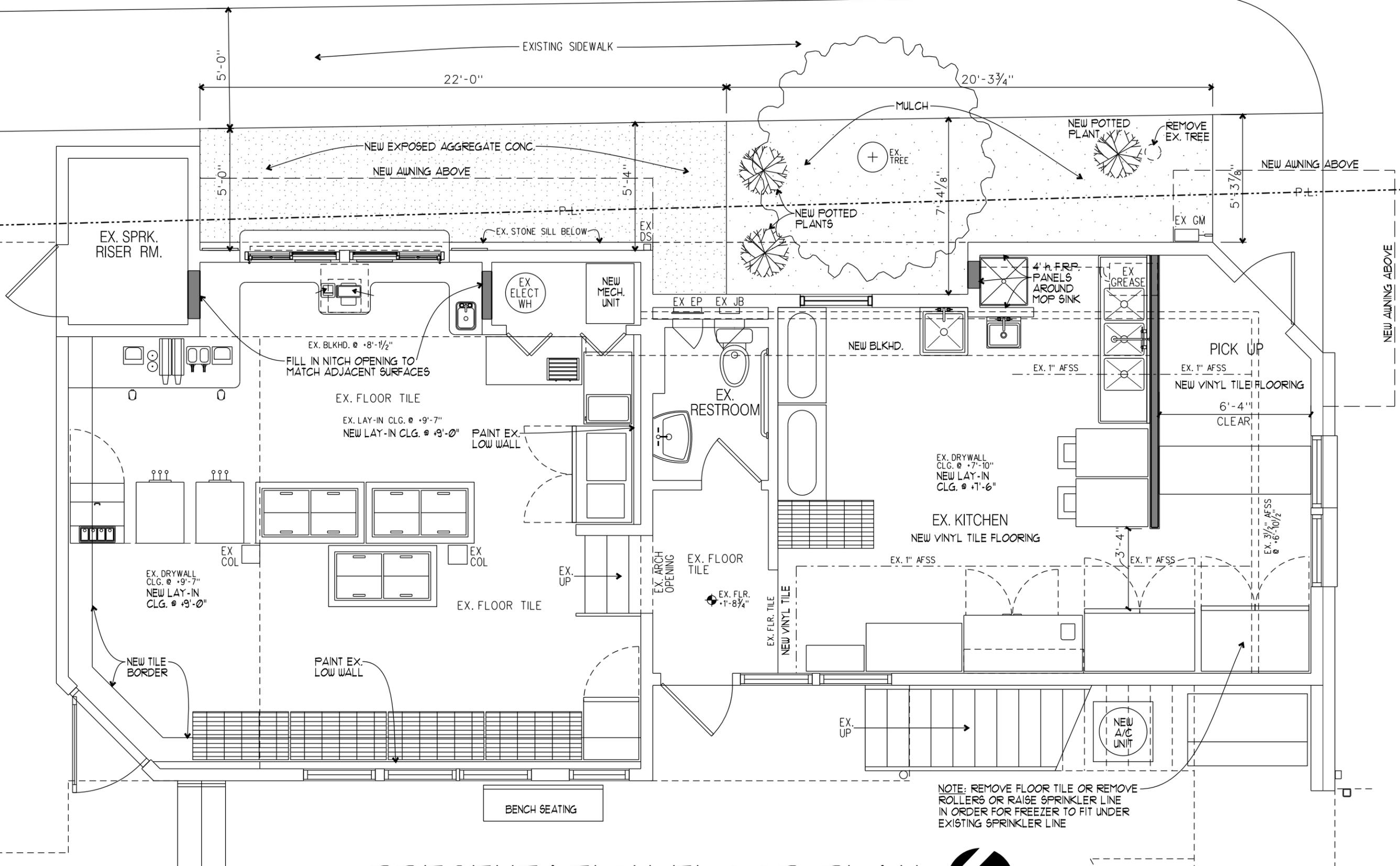


MICHAEL CHAMBLEE ARCHITECT

1833 COUNTRY CLUB ROAD NASHVILLE, INDIANA 47448
812-345-2942 michaelchambleearchitect@gmail.com

INTERIOR REMODEL FOR RITA'S ICE INDIANA
430 E. KIRKWOOD AVE. BLOOMINGTON, INDIANA

A1
Date: 5/18/23



PRESENTATION FLOOR PLAN

SCALE: 1/4" = 1'-0"

999 s.f.



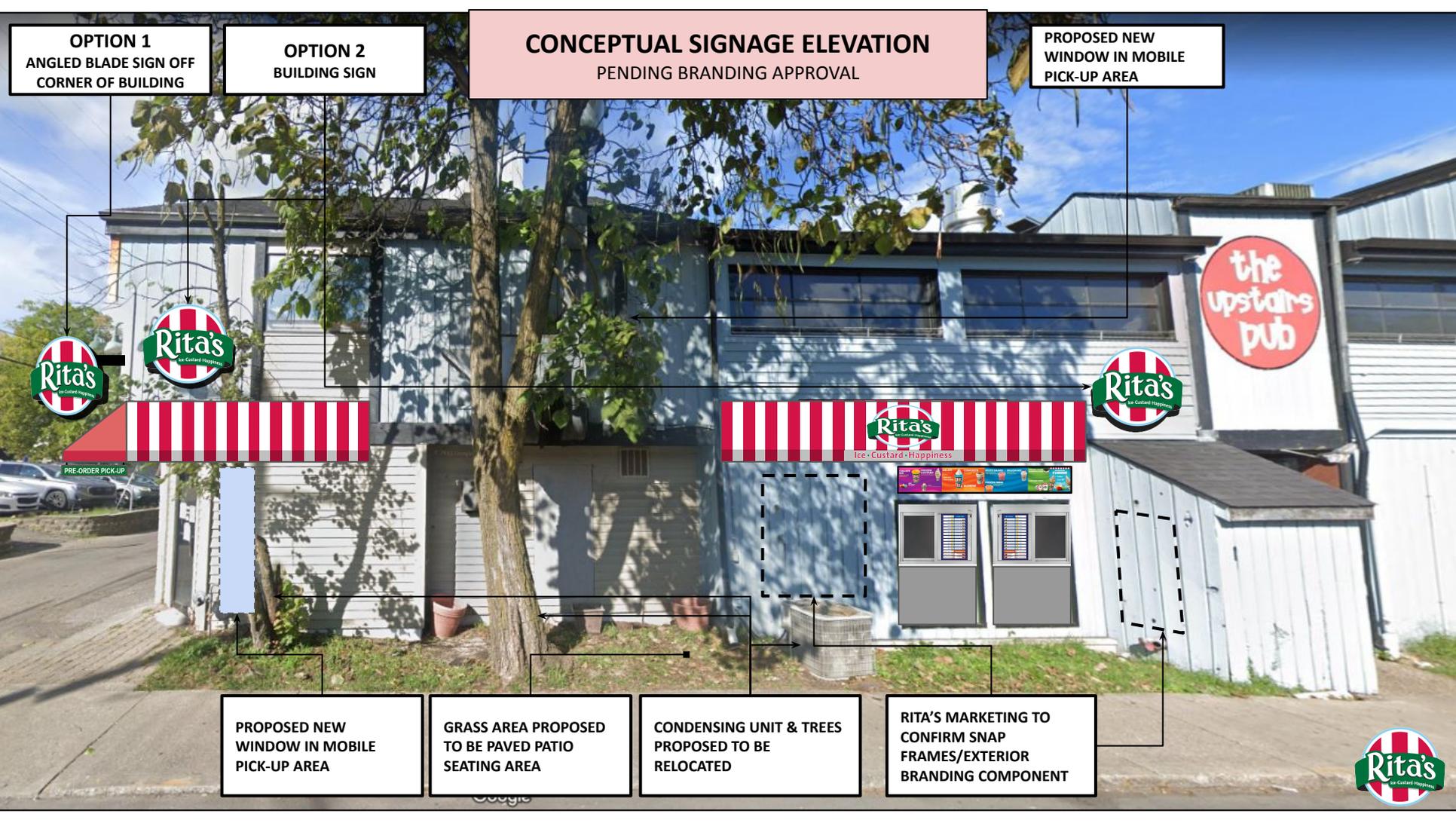
NOTE: REMOVE FLOOR TILE OR REMOVE ROLLERS OR RAISE SPRINKLER LINE IN ORDER FOR FREEZER TO FIT UNDER EXISTING SPRINKLER LINE

OPTION 1
ANGLED BLADE SIGN OFF
CORNER OF BUILDING

OPTION 2
BUILDING SIGN

CONCEPTUAL SIGNAGE ELEVATION
PENDING BRANDING APPROVAL

**PROPOSED NEW
WINDOW IN MOBILE
PICK-UP AREA**



PRE-ORDER PICK-UP



**PROPOSED NEW
WINDOW IN MOBILE
PICK-UP AREA**

**GRASS AREA PROPOSED
TO BE PAVED PATIO
SEATING AREA**

**CONDENSING UNIT & TREES
PROPOSED TO BE
RELOCATED**

**RITA'S MARKETING TO
CONFIRM SNAP
FRAMES/EXTERIOR
BRANDING COMPONENT**



CONCEPTUAL SIGNAGE ELEVATION

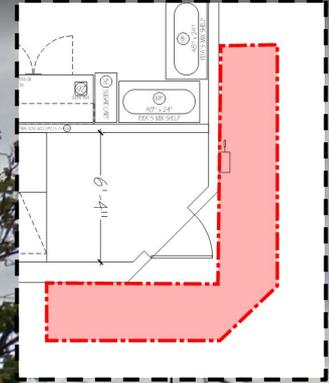
PENDING BRANDING APPROVAL

GENERAL NOTES:

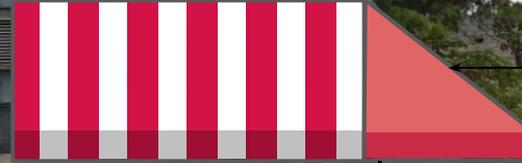
1. APPROVED SIGNAGE MANUFACTURER TO REFER TO EXTERIOR BRANDING GUIDELINES FOR ASSEMBLY OF SIGNAGE MOCK-UPS FOR RITA'S REVIEW AND APPROVAL
2. RITA'S MARKETING TO CONFIRM FINAL EXTERIOR MENU/FLAVOR BOARD(S)
3. WINDOW GRAPHIC DESIGN CONTINGENT ON FINAL STOREFRONT LAYOUT AND WINDOW DIMENSIONS. HOURS OF OPERATION SIGN TO BE INCLUDED ON FRONT GUEST DOOR. MARKETING TO CONFIRM WINDOW GRAPHICS.
4. REVISIONS TO CONCEPTUAL SIGNAGE REQUIRE APPROVAL BY EXTERIOR COMMITTEE APPROVAL
5. PLEASE SUBMIT THE STORE GRAPHICS ORDER FORM TO HOWARD COMPANY (design@howardcompany.com) TO PRODUCE A LAYOUT AND ORDER YOUR SHOP'S WINDOW GRAPHICS. PLEASE ALLOW 15-20 BUSINESS DAYS FOR LAYOUT DEVELOPMENT, MATERIAL PRODUCTION AND SHIPPING

OPTION 2
BUILDING SIGN

OPTION 1
ANGLED BLADE SIGN OFF
CORNER OF BUILDING



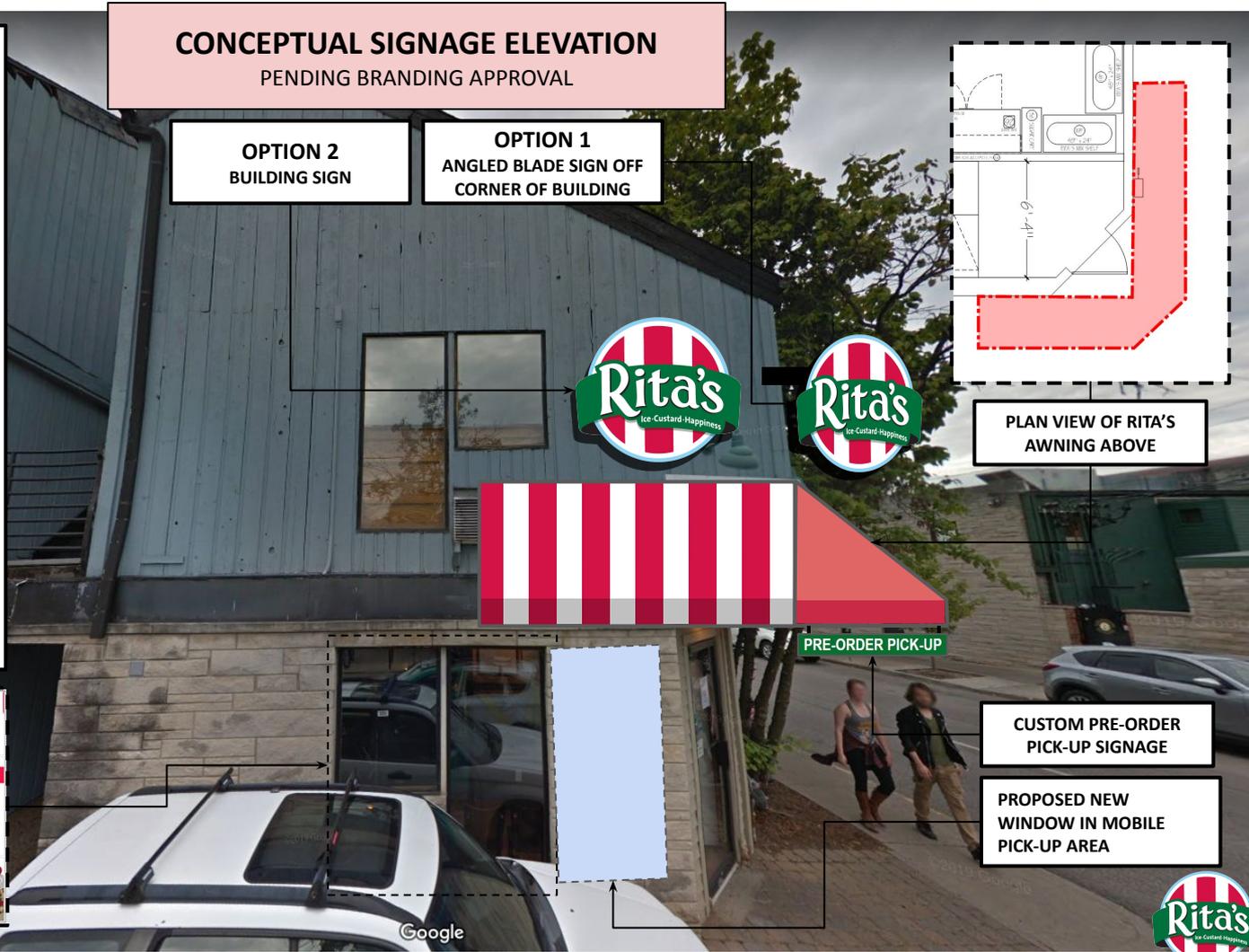
PLAN VIEW OF RITA'S
AWNING ABOVE



PRE-ORDER PICK-UP

CUSTOM PRE-ORDER
PICK-UP SIGNAGE

PROPOSED NEW
WINDOW IN MOBILE
PICK-UP AREA



Google







Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Rachel Carr	01-refund adoption fee-canine-5/3/23		05/26/2023	75.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 1		\$75.00
		Transactions		
Account 43460 - Medical				
Rachel Carr	01-refund adoption fee-canine-5/3/23		05/26/2023	15.00
	Account 43460 - Medical Totals	Invoice 1		\$15.00
		Transactions		
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01- tape		05/26/2023	34.11
6530 - Office Depot, INC	01- command, hooks, wire, clr		05/26/2023	19.49
6530 - Office Depot, INC	01- command, lrg, design, HO		05/26/2023	29.08
	Account 52110 - Office Supplies Totals	Invoice 3		\$82.68
		Transactions		
Account 52210 - Institutional Supplies				
7508 - Elanco US INC	01-Antibiotics		05/26/2023	183.88
4586 - Hill's Pet Nutrition Sales, INC	01-Dog Food		05/26/2023	142.80
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription vet food		05/26/2023	206.24
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription Veterinary Food		05/26/2023	209.34
4586 - Hill's Pet Nutrition Sales, INC	01-Dog & Cat Food		05/26/2023	212.36
4586 - Hill's Pet Nutrition Sales, INC	01-Dog, puppy, cat and kitten food		05/26/2023	324.40
3929 - IDEXX Laboratories, INC	01-Diagnostics; F/F; Heartworm		05/26/2023	1,898.64



Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

4574 - John Deere Financial f.s.b. (Rural King)	01-trash liners	05/26/2023	59.97
4574 - John Deere Financial f.s.b. (Rural King)	01-litter-50 40lb bags pellet bedding	05/26/2023	249.50
4549 - Kroger Limited Partnership I	01-Rabbit Food-hot dogs, lettuce, carrots	05/26/2023	30.17
4633 - Midwest Veterinary Supply, INC	01-Vet supplies beneficial bacteria	05/26/2023	14.00
4633 - Midwest Veterinary Supply, INC	01-Vet supplies eye ointment	05/26/2023	50.16
4633 - Midwest Veterinary Supply, INC	01-Vet supplies syringes	05/26/2023	73.80
4633 - Midwest Veterinary Supply, INC	01-Vet supplies glove, fluids	05/26/2023	196.71
4633 - Midwest Veterinary Supply, INC	01-Vet supplies gloves, antifungal meds, needles	05/26/2023	221.80
4633 - Midwest Veterinary Supply, INC	01-Vet supplies eye ointment	05/26/2023	25.08
4633 - Midwest Veterinary Supply, INC	01-Vet supplies-Bene-Bac Plus-beneficial bacteria	05/26/2023	57.87
4633 - Midwest Veterinary Supply, INC	01-Vet supplies syringes	05/26/2023	89.10
4633 - Midwest Veterinary Supply, INC	01-Vet supplies syringes	05/26/2023	89.85
4633 - Midwest Veterinary Supply, INC	01-partnership program rebate	05/26/2023	(390.98)
4633 - Midwest Veterinary Supply, INC	01-antibiotics, antiparasitics, antifungal	05/26/2023	25.04
4633 - Midwest Veterinary Supply, INC	01-Vet supplies antibiotic, rabbit food, antipara, antifungal,	05/26/2023	1,431.92
4633 - Midwest Veterinary Supply, INC	01-Vet supplies sanitizer-55 gal. drum	05/26/2023	1,646.00
4666 - Zoetis, INC	01-canine & feline vaccines	05/26/2023	1,321.00
Account 52210 - Institutional Supplies Totals		Invoice 24 Transactions	<u>\$8,368.65</u>
Account 52310 - Building Materials and Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	01-wall mount latch, chain link wall mount, gate frame	05/26/2023	10.99
8658 - Kleindorfer's Hardware LLC	01-parts for kennel repair	05/26/2023	3.45
Account 52310 - Building Materials and Supplies Totals		Invoice 2 Transactions	<u>\$14.44</u>
Account 52340 - Other Repairs and Maintenance			



Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

313 - Fastenal Company	01- trash liners	05/26/2023	85.32
313 - Fastenal Company	01- trash liners	05/26/2023	60.00
313 - Fastenal Company	01- cold packs	05/26/2023	17.35
313 - Fastenal Company	01- squeegee blades	05/26/2023	70.16
453 - ULINE, INC	01-Bike Rack	05/26/2023	443.89

Account **52340 - Other Repairs and Maintenance** Totals Invoice 5
Transactions \$676.72

Account **52420 - Other Supplies**

6530 - Office Depot, INC	01-Toner-black	05/26/2023	159.86
6530 - Office Depot, INC	01-Toner	05/26/2023	244.89
6530 - Office Depot, INC	01-Toner	05/26/2023	404.75

Account **52420 - Other Supplies** Totals Invoice 3
Transactions \$809.50

Account **53130 - Medical**

6529 - BloomingPaws, LLC	01-Emergency Veterinary Surgery	05/26/2023	56.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 4/3-4/20/23	05/26/2023	5,274.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 4/24-4/26/23	05/26/2023	1,929.00

Account **53130 - Medical** Totals Invoice 3
Transactions \$7,259.00

Account **53220 - Postage**

3560 - First Financial Bank / Credit Cards	01-The UPS Store-BOH Shipping-4/25/23	05/17/2023	12.78
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Account **53220 - Postage** Totals Invoice 1
Transactions \$12.78

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	01-ACC-water/sewer bill-April 2023	05/17/2023	517.09
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Account **53530 - Water and Sewer** Totals Invoice 1
Transactions \$517.09

Account **53540 - Natural Gas**



Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	01-ACC-gas bill 04/04/23-05/02/23	05/17/2023	455.95
	Account 53540 - Natural Gas Totals	Invoice 1 Transactions	<hr/> \$455.95
Account 53610 - Building Repairs			
4483 - City Lawn Corporation	01-SA- Mowing @ ACC 4.9, 4.17 & 4.24.23	BC 2022-091 05/26/2023	360.00
321 - Harrell Fish, INC (HFI)	01- SA -Replacement of inducer/motor and labor	BC 2022-115 05/26/2023	1,309.73
1537 - Indiana Door & Hardware Specialties, INC	01- SA -Yale entry lock replacement and labor	BC 2022-117 05/26/2023	208.00
	Account 53610 - Building Repairs Totals	Invoice 3 Transactions	<hr/> \$1,877.73
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	01-ACO NACA Memberships- Steury/Ennis/Clarke	05/17/2023	60.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	<hr/> \$60.00
	Program 010000 - Main Totals	Invoice 49 Transactions	<hr/> \$20,224.54
Program 010001 - Donations Over \$5K			
Account 52210 - Institutional Supplies			
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)	05/26/2023	30.95
4633 - Midwest Veterinary Supply, INC	01-Vet supplies -antibiotics	05/26/2023	32.77
4633 - Midwest Veterinary Supply, INC	01-Vet supplies diabetic test strips	05/26/2023	55.30
4633 - Midwest Veterinary Supply, INC	01-Vet supplies asthma meds - supportive therapy	05/26/2023	73.11
4633 - Midwest Veterinary Supply, INC	01-Vet supplies diabetic test kit, fiber salin, hyper andro trea	05/26/2023	126.05
4633 - Midwest Veterinary Supply, INC	01-test strips, skunk odor remover, antifungal	05/26/2023	134.22
4633 - Midwest Veterinary Supply, INC	01-Vet supplies antibiotics, steroids	05/26/2023	396.01
4633 - Midwest Veterinary Supply, INC	01-antibiotics, antiparasitics, antifungal	05/26/2023	660.63
	Account 52210 - Institutional Supplies Totals	Invoice 8 Transactions	<hr/> \$1,509.04
Account 53130 - Medical			



Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

6529 - BloomingPaws, LLC	01-Heartworm Treatment	05/26/2023	90.52
6529 - BloomingPaws, LLC	01-Heartworm Treatment	05/26/2023	325.90
6529 - BloomingPaws, LLC	01-Spay/Neuter surgeries	05/26/2023	981.18
Account 53130 - Medical Totals		Invoice 3	\$1,397.60
		Transactions	
Account 53990 - Other Services and Charges			
4447 - Municipal Emergency Services, INC	01-Volunteer T-shirts (50)	05/26/2023	632.50
Account 53990 - Other Services and Charges Totals		Invoice 1	\$632.50
		Transactions	
Program 010001 - Donations Over \$5K Totals		Invoice 12	\$3,539.14
		Transactions	
Department 01 - Animal Shelter Totals		Invoice 61	\$23,763.68
		Transactions	
Department 02 - Public Works			
Program 020000 - Main			
Account 46060 - Other Violations			
Karen Lee Butler	26-paid ticket was appealed and dismissed	05/26/2023	30.00
Account 46060 - Other Violations Totals		Invoice 1	\$30.00
		Transactions	
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	02-Wireless Mouse/Keyboard Combo-CG and Wireless Mice for Admin	05/26/2023	60.59
Account 52110 - Office Supplies Totals		Invoice 1	\$60.59
		Transactions	
Account 53710 - Land Rental			
1136 - The Indiana Rail Road Company	02-23/24 Lease of Polly Grimshaw Trail with IRR	05/26/2023	1,782.75
Account 53710 - Land Rental Totals		Invoice 1	\$1,782.75
		Transactions	
Account 54510 - Other Capital Outlays			
6335 - Strauser Construction Co., INC	02-Installation of Restroom in Parking Services Office Space	BC 2023-021 05/26/2023	23,953.00
Account 54510 - Other Capital Outlays Totals		Invoice 1	\$23,953.00
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

Program 020000 - Main Totals		Invoice 4	\$25,826.34
Department 02 - Public Works Totals		Transactions	\$25,826.34
		Invoice 4	\$25,826.34
		Transactions	
Department 03 - City Clerk			
Program 030000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	03-compact stapler	05/26/2023	20.79
6530 - Office Depot, INC	03-envelope sealing liquid	05/26/2023	3.15
6530 - Office Depot, INC	03-printer ink, pens	05/26/2023	138.27
Account 52110 - Office Supplies Totals		Invoice 3	\$162.21
		Transactions	
Account 53170 - Mgt. Fee, Consultants, and Workshops			
3560 - First Financial Bank / Credit Cards	03-IIMC conference fee-MN-5/14-5/17/23-Clerk Bolden	05/17/2023	834.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1	\$834.00
		Transactions	
Account 53230 - Travel			
3560 - First Financial Bank / Credit Cards	03-Flight-Sr Execs in State-Local Gov prog-MA-7/9-7/28/23 Bolden	05/17/2023	577.80
3560 - First Financial Bank / Credit Cards	03-Flight to IIMC conf-MN-5/13-5/18/23-McDowell	05/17/2023	497.80
Account 53230 - Travel Totals		Invoice 2	\$1,075.60
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	03-2023 IIMC membership dues Deputy Clerk McDowell	05/17/2023	125.00
3560 - First Financial Bank / Credit Cards	03-2023 IIMC membership dues Clerk- Bolden	05/17/2023	225.00
Account 53910 - Dues and Subscriptions Totals		Invoice 2	\$350.00
		Transactions	
Program 030000 - Main Totals		Invoice 8	\$2,421.81
		Transactions	
Department 03 - City Clerk Totals		Invoice 8	\$2,421.81
		Transactions	
Department 04 - Economic & Sustainable Dev			



Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

Program 040000 - Main

Account 52110 - Office Supplies

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	04: Logitech ergonomic keyboard	05/26/2023	37.86
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	04: Large Rolling White Board	05/26/2023	249.99
Account 52110 - Office Supplies Totals		Invoice 2 Transactions	\$287.85

Account 52420 - Other Supplies

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	04: Lightweight Aluminum Telescoping Display Easel, 70 " (10)	05/26/2023	249.98
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	04: Cooler for ESD events	05/26/2023	109.99
Account 52420 - Other Supplies Totals		Invoice 2 Transactions	\$359.97

Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards	04: Event Registration - Shawn for Midwest Regional	05/17/2023	200.00
Account 53160 - Instruction Totals		Invoice 1 Transactions	\$200.00

Account 53230 - Travel

3560 - First Financial Bank / Credit Cards	04: Hyatt Regency Hotel via Expedia - McKaylyn	05/17/2023	223.59
3560 - First Financial Bank / Credit Cards	04: Hyatt Regency Hotel via Expedia - Shawn	05/17/2023	223.59
Account 53230 - Travel Totals		Invoice 2 Transactions	\$447.18

Account 53310 - Printing

3892 - Midwest Color Printing, INC	04: Business Cards for Shawn Miya	05/26/2023	61.67
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	04: Towing License Decals - 3 for JL Towing - INV 57105	05/26/2023	55.00
Account 53310 - Printing Totals		Invoice 2 Transactions	\$116.67

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	04: Monthly MailChimp Subscription Fee	05/17/2023	98.00
3560 - First Financial Bank / Credit Cards	04: Trello monthly fee	05/17/2023	25.97



Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

3560 - First Financial Bank / Credit Cards	04: Trello monthly fee	05/17/2023	37.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 3	<u>\$160.97</u>
		Transactions	
Account 53970 - Mayor's Promotion of Business			
8151 - Peyton Lord Womock	04: Entertainment for Art Show	05/26/2023	300.00
	Account 53970 - Mayor's Promotion of Business Totals	Invoice 1	<u>\$300.00</u>
		Transactions	
	Program 040000 - Main Totals	Invoice 13	<u>\$1,872.64</u>
		Transactions	
Program 04RCVR - Recover Foward			
Account 53960 - Grants			
7204 - Purdue University	04- Farm to School Program-current period ending 11/30/22	05/26/2023	6,444.50
7204 - Purdue University	04-Farm to School Program (Purdue Ext)	05/26/2023	1,066.30
	Account 53960 - Grants Totals	Invoice 2	<u>\$7,510.80</u>
		Transactions	
	Program 04RCVR - Recover Foward Totals	Invoice 2	<u>\$7,510.80</u>
		Transactions	
Program 04WALD - Waldron Arts Center			
Account 53990 - Other Services and Charges			
6515 - Green Camino, INC (Earthkeepers)	04: Composting Service Agreement-5/7/23	05/26/2023	360.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$360.00</u>
		Transactions	
	Program 04WALD - Waldron Arts Center Totals	Invoice 1	<u>\$360.00</u>
		Transactions	
	Department 04 - Economic & Sustainable Dev Totals	Invoice 16	<u>\$9,743.44</u>
		Transactions	
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53990 - Other Services and Charges			
5648 - Reedy Financial Group, PC	06-Financial Plan Consulting-billing through 4-30-2023	05/26/2023	2,036.25
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$2,036.25</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

Program 060000 - Main Totals		Invoice 1	\$2,036.25
Department 06 - Controller's Office Totals		Transactions	
		Invoice 1	\$2,036.25
		Transactions	
Department 07 - Engineering			
Program 070000 - Main			
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	07-ITE_Making Crosswalks Safer Webinar 4/4 (Neil Kopper)	05/17/2023	20.00
Account 53160 - Instruction Totals		Invoice 1	\$20.00
		Transactions	
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	07-Business Cards (Alex Gray)	05/26/2023	62.88
Account 53310 - Printing Totals		Invoice 1	\$62.88
		Transactions	
Account 53990 - Other Services and Charges			
50722 - Bloomington Bagel Co., INC	07-Catering for LTAP Temp Traffic Control Training 4/25/23	05/26/2023	499.32
3560 - First Financial Bank / Credit Cards	07-doxpop Subscription - Access to Public Records 4/13 #1004107	05/17/2023	15.00
Account 53990 - Other Services and Charges Totals		Invoice 2	\$514.32
		Transactions	
Account 54110 - Land Purchase			
8518 - Jack Berger	07-ROW-Adams Street Sidewalk-Parcel 4	05/26/2023	3,265.00
Account 54110 - Land Purchase Totals		Invoice 1	\$3,265.00
		Transactions	
Program 070000 - Main Totals		Invoice 5	\$3,862.20
		Transactions	
Department 07 - Engineering Totals		Invoice 5	\$3,862.20
		Transactions	
Department 09 - CFRD			
Program 090000 - Main			
Account 53230 - Travel			
7956 - Beverly Calendar Anderson	09-Per Diems/Travel Exp-NYC Sociable City Summit-4/21-4/24/23	05/26/2023	2,036.76



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8100 - Charles Culp	09-Per Diems/Travel Exp-NYC Sociable City Summit-4/21-4/24/23	05/26/2023	359.00
7036 - Shatoyia Moss	09-Per Diem/Travel Reimb-Seattle Trip-4/16-4/19/23	05/26/2023	601.57
Account 53230 - Travel Totals		Invoice 3	<u>\$2,997.33</u>
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	09-Animoto Yearly Annual Sub-Video & SlideshowEditing Platfor	05/17/2023	264.00
3560 - First Financial Bank / Credit Cards	09-Constant Contact Monthly Subscription Fee 4/27/23	05/17/2023	125.00
3560 - First Financial Bank / Credit Cards	09-Zoom License for CFRD Admin Account 4/1/23-3/31/24	05/17/2023	149.90
Account 53910 - Dues and Subscriptions Totals		Invoice 3	<u>\$538.90</u>
		Transactions	
Account 53960 - Grants			
199 - Monroe County Government	09-2023 WHM Luncheon-3/23/23-Food, AV, Space Rental	05/26/2023	3,177.88
Account 53960 - Grants Totals		Invoice 1	<u>\$3,177.88</u>
		Transactions	
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	09-Middle Way House luncheon tickets-5 CFRD emp-4/11/23	05/17/2023	175.00
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$175.00</u>
		Transactions	
Program 090000 - Main Totals		Invoice 8	<u>\$6,889.11</u>
		Transactions	
Department 09 - CFRD Totals		Invoice 8	<u>\$6,889.11</u>
		Transactions	
Department 10 - Legal			
Program 100000 - Main			
Account 53120 - Special Legal Services			
19660 - Bose McKinney & Evans, LLP	10-legal services Annexation-3/2-4/28/23	05/26/2023	22,740.30
205 - City Of Bloomington	10-recording fees 2 waivers and 1 RCD Res #23-32 04-19-23	05/26/2023	75.00
Account 53120 - Special Legal Services Totals		Invoice 2	<u>\$22,815.30</u>
		Transactions	
Account 53160 - Instruction			



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4652 - Indiana State Bar Association	10-ISBA training Chat GPT-A. Pratt	05/26/2023	25.00
3560 - First Financial Bank / Credit Cards	10- Continuing Education NBI 96546ER-Pratt	05/17/2023	299.00
3560 - First Financial Bank / Credit Cards	10-Continuing Education NBI 96567ER-Newbill	05/17/2023	389.00
	Account 53160 - Instruction Totals	Invoice 3	<u>713.00</u>
		Transactions	
	Program 100000 - Main Totals	Invoice 5	<u>23,528.30</u>
		Transactions	
	Department 10 - Legal Totals	Invoice 5	<u>23,528.30</u>
		Transactions	
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 52110 - Office Supplies			
3560 - First Financial Bank / Credit Cards	11 -ODP- for innovation	05/17/2023	59.96
	Account 52110 - Office Supplies Totals	Invoice 1	<u>59.96</u>
		Transactions	
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	11 -US Mayor's conference fee Summer 6/2/23-6/5/23	05/17/2023	1,500.00
	Account 53160 - Instruction Totals	Invoice 1	<u>1,500.00</u>
		Transactions	
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	11 -Creative Market platform- digital needs- billed monthly	05/17/2023	29.95
3560 - First Financial Bank / Credit Cards	11 -Lunch for Town & Gown event-4/20/23	05/17/2023	88.44
3560 - First Financial Bank / Credit Cards	11 -Lucid- Org charts for CoB-4/25/23-4/25/24	05/17/2023	95.40
3560 - First Financial Bank / Credit Cards	11 -Presswire news distribution	05/17/2023	99.95
3560 - First Financial Bank / Credit Cards	11 -rev transcription svc-3/30/23	05/17/2023	6.00
3560 - First Financial Bank / Credit Cards	11 -rev transcription svc-4/12/23	05/17/2023	6.00
3560 - First Financial Bank / Credit Cards	11 -rev transcription svc-4/18/23	05/17/2023	4.50
3560 - First Financial Bank / Credit Cards	11 -rev transcription svc-4/26/23	05/17/2023	9.00



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Account 53990 - Other Services and Charges Totals	Invoice 8	\$339.24
	Transactions	
Program 110000 - Main Totals	Invoice 10	\$1,899.20
	Transactions	
Department 11 - Mayor's Office Totals	Invoice 10	\$1,899.20
	Transactions	
 Department 13 - Planning		
Program 130000 - Main		
Account 52110 - Office Supplies		
6530 - Office Depot, INC	13- USB Power Adapter for iPhone Charger	05/26/2023 19.00
6530 - Office Depot, INC	13- Return of USB C Power Adapter (Inv 307598575001)	05/26/2023 (19.00)
	Account 52110 - Office Supplies Totals	Invoice 2 \$0.00
	Transactions	
Account 53160 - Instruction		
8704 - Diversified Communications (Admin. Profess. Conf.)	13-Frost-Administrative Prof Conf Reg Pass-NV- 10/22-10/25/23	05/26/2023 1,595.00
3560 - First Financial Bank / Credit Cards	13- Administrativ13-e Professionals Conference Registration Pass	05/17/2023 1,595.00
	Account 53160 - Instruction Totals	Invoice 2 \$3,190.00
	Transactions	
Account 53310 - Printing		
3892 - Midwest Color Printing, INC	13- Business cards for Rachel Sargent MPO Planner	05/26/2023 62.89
	Account 53310 - Printing Totals	Invoice 1 \$62.89
	Transactions	
Account 53320 - Advertising		
3560 - First Financial Bank / Credit Cards	13- Job Posting for Compliance Planner	05/17/2023 50.00
	Account 53320 - Advertising Totals	Invoice 1 \$50.00
	Transactions	
Account 53910 - Dues and Subscriptions		
3560 - First Financial Bank / Credit Cards	13- APA Membership and Passport for Katie Gandhi	05/17/2023 279.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 1 \$279.00
	Transactions	
Account 53990 - Other Services and Charges		



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6235 - Toole Design Group, LLC

13-Corridor Study-College Ave/Walnut St. 45/46 Bypass to Allen-	BC 2022-086	05/26/2023	7,472.80
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<u>\$7,472.80</u>
Program 130000 - Main Totals		Invoice 8 Transactions	<u>\$11,054.69</u>

Program **132000 - MPO**

Account **53990 - Other Services and Charges**

5217 - Midwestern Software Solutions, LLC

13- Transportation Data Management System (TDMS)-7/1/23-6/30/24		05/26/2023	2,437.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<u>\$2,437.00</u>
Program 132000 - MPO Totals		Invoice 1 Transactions	<u>\$2,437.00</u>
Department 13 - Planning Totals		Invoice 9 Transactions	<u>\$13,491.69</u>

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

8658 - Kleindorfer's Hardware LLC	19- Wheel barrow, window cleaner	05/26/2023	158.48
8658 - Kleindorfer's Hardware LLC	19 - Pullies (10)	05/26/2023	39.90
8658 - Kleindorfer's Hardware LLC	19 - Safety vest	05/26/2023	15.99
8658 - Kleindorfer's Hardware LLC	19 - (2)dust pans w/handles,(2) broom/dust pan,(1) screwdriver	05/26/2023	61.65
8658 - Kleindorfer's Hardware LLC	19 - 9 safety sunglasses and a dozen jersey gloves	05/26/2023	65.91
8658 - Kleindorfer's Hardware LLC	19 - 4 Rakes for Brighton B-Town	05/26/2023	83.96
Account 52310 - Building Materials and Supplies Totals		Invoice 6 Transactions	<u>\$425.89</u>

Account **52420 - Other Supplies**

51463 - DLT Solutions, LLC	19- Annual Subscription Renewal-11/16/22-11/15/23	05/26/2023	411.60
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	<u>\$411.60</u>

Account **52430 - Uniforms and Tools**



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19171 - Aramark Uniform & Career Apparel Group, INC	19- Work Uniforms for Facility Employees - 5/4/2023		05/26/2023	28.13
19171 - Aramark Uniform & Career Apparel Group, INC	19 - Work Uniforms for Facility Employees- 5/11/23		05/26/2023	28.13
1548 - Safety Shoe Distributors, INC	19-Boots/clothes for Brighten B-Town Crew (4)		05/26/2023	770.00
Account 52430 - Uniforms and Tools Totals			Invoice 3 Transactions	\$826.26
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - April 2023		05/17/2023	970.80
208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill- April 2023		05/17/2023	15.84
Account 53530 - Water and Sewer Totals			Invoice 2 Transactions	\$986.64
Account 53610 - Building Repairs				
4483 - City Lawn Corporation	19 -SA Mowing at 2nd & Weimer 4/12/23	BC 2022-091	05/26/2023	35.00
4483 - City Lawn Corporation	19- SA Mowing-Tapp Rd/Rockport April 2023	BC 2022-091	05/26/2023	140.00
4483 - City Lawn Corporation	19-SA-Mowing-City Hall April 2023	BC 2022-091	05/26/2023	200.00
4483 - City Lawn Corporation	19-SA-Mowing-2541 W. 3rd April 2023	BC 2022-091	05/26/2023	200.00
4483 - City Lawn Corporation	19-SA-Mowing-1910 W. 3rd St. April 2023	BC 2022-091	05/26/2023	160.00
321 - Harrell Fish, INC (HFI)	19-SA-City Hall- Qrtly Planned Maintenance March 2023	BC 2022-115	05/26/2023	2,088.00
393 - Kone INC	SA-Elevator Main & 24/7 Service @ City Hall- April 2023	BC 2023-004	05/26/2023	270.83
393 - Kone INC	SA-Elevator Main & 24/7 Service @ City Hall- Jan 2023	BC 2023-004	05/26/2023	281.66
393 - Kone INC	SA-Elevator Main & 24/7 Service @ City Hall- Feb 2023	BC 2023-004	05/26/2023	281.66
393 - Kone INC	SA-Elevator Main & 24/7 Service @ City Hall- March 2023	BC 2023-004	05/26/2023	281.66
393 - Kone INC	SA-Elevator Main & 24/7 Service @ City Hall- May 2023	BC 2023-004	05/26/2023	284.77
6688 - SSW Enterprises, LLC (Office Pride)	19- SA Cleaning Services at Animal Care for April 2023	BC 2022-142	05/26/2023	1,322.76
6688 - SSW Enterprises, LLC (Office Pride)	19- SA Cleaning Services at City Hall for April 2023	BC 2022-142	05/26/2023	12,863.80
6688 - SSW Enterprises, LLC (Office Pride)	19- SA Cleaning Services at Fleet Maint. for April 2023	BC 2022-142	05/26/2023	1,021.80



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6688 - SSW Enterprises, LLC (Office Pride)

19- SA Cleaning Services at Sanitation for April 2023 BC 2022-142 05/26/2023 829.43

6688 - SSW Enterprises, LLC (Office Pride)

19- SA Cleaning Services at Street/Traffic for April 2023 BC 2022-142 05/26/2023 1,567.80

Account **53610 - Building Repairs** Totals Invoice 16 \$21,829.17

Program **190000 - Main** Totals Invoice 28 \$24,479.56

Department **19 - Facilities Maintenance** Totals Invoice 28 \$24,479.56

Transactions
Invoice 16
Transactions
Invoice 28
Transactions
Invoice 28
Transactions

Department **28 - ITS**

Program **280000 - Main**

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon - Light bulb Victoria's Desk	05/26/2023	8.67
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon - 3 Web Cams	05/26/2023	209.97
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon - Server Room Step Stool	05/26/2023	77.45
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon - Eliza Wrist Pad	05/26/2023	15.49
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon- Glasses for Eliza (accommodation)	05/26/2023	13.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon - Rack Mont	05/26/2023	59.74
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28 - Amazon - Headphones for Eliza	05/26/2023	109.99
8670 - Barcodes Acquisition, INC. (Plasco LLC, DBA IDW)	28-IDW-Credit for Sales Tax applied to INV6972185	05/26/2023	(7.98)
8670 - Barcodes Acquisition, INC. (Plasco LLC, DBA IDW)	28 - IDW - 80.030,COMPOSITE,G Q,100's Set up fee	05/26/2023	121.97
8670 - Barcodes Acquisition, INC. (Plasco LLC, DBA IDW)	28 - IDW - 500 DuraProx 26 Bit Proximity - Composite Card	05/26/2023	2,349.50
6530 - Office Depot, INC	28 - SMART-UPS C LITHIUM for Parking garages (TDG/4th St)	05/26/2023	958.00
6530 - Office Depot, INC	28- Sharpie markers, thin ties	05/26/2023	28.58
6530 - Office Depot, INC	28- Pens, wastebasket, plates & napkins	05/26/2023	119.77
6530 - Office Depot, INC	28 - Lamp for Victoira's Desk	05/26/2023	14.99
6530 - Office Depot, INC	28- Pens for Eliza	05/26/2023	8.82



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53442 - Paragon Micro, INC	28- Kiosk Case	05/26/2023	2,509.99
53442 - Paragon Micro, INC	28-Monitor-55" diagonal class-LCD Display	05/26/2023	1,409.99
53442 - Paragon Micro, INC	28- Kiosk PC	05/26/2023	913.98
5444 - Tyler Technologies, INC	28 - Terminal for Atrium	05/26/2023	599.00
453 - ULINE, INC	28- 5S Bins for Organization	05/26/2023	531.46
6792 - VARI Sales Corporation	28- Monitor Arms & desk for Meghan	05/26/2023	1,440.00
Account 52420 - Other Supplies Totals		Invoice 21	<u>\$11,493.37</u>
Account 53160 - Instruction		Transactions	
3560 - First Financial Bank / Credit Cards	28 - Tyler Conference Fee for Jeremy Herhusky-Schneider	05/17/2023	1,099.00
Account 53160 - Instruction Totals		Invoice 1	<u>\$1,099.00</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops		Transactions	
4408 - Environmental Systems Research Institute,INC ESRI	28-ArcGIS Enterprise Portal Annual Sub-1/31/23-1/30/24	05/26/2023	1,250.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1	<u>\$1,250.00</u>
Account 53220 - Postage		Transactions	
50972 - CDW, LLC	28 - CDW - Palo Alto PA, Add PA FW additional Shipping Fee	05/26/2023	107.27
Account 53220 - Postage Totals		Invoice 1	<u>\$107.27</u>
Account 53310 - Printing		Transactions	
3892 - Midwest Color Printing, INC	28 - 250 business cards - Wayne Parkinson & Eliza Brader	05/26/2023	123.35
Account 53310 - Printing Totals		Invoice 1	<u>\$123.35</u>
Account 53640 - Hardware and Software Maintenance		Transactions	
5444 - Tyler Technologies, INC	28 - EnerGov Community Development Maintenance 2023	05/26/2023	63,283.50
5444 - Tyler Technologies, INC	28-Citizen Transparency Portal (City 1/2)-4/1/23-3/31/24	05/26/2023	8,605.23
Account 53640 - Hardware and Software Maintenance Totals		Invoice 2	<u>\$71,888.73</u>
		Transactions	



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Account 53910 - Dues and Subscriptions

8690 - DocuSign, INC	28 - DocuSign eSignature Pro 4-20-2023 to 4-19-2024	05/26/2023	4,724.95
6556 - KnowBe4, INC	28 - Security Awareness Training Sub 7-03-23 to 7-02-24	05/26/2023	5,184.00
7344 - Periodic INC	28-Annual hosting/licensing/support sub 4/24/23-4/23/24	05/26/2023	5,400.00
8441 - Promevo Holdings, INC (Promevo, LLC)	28 -Google Workspace Enterprise Plus - Archived March 2023	05/26/2023	96.42
8441 - Promevo Holdings, INC (Promevo, LLC)	28- Google Voice March 2023	05/26/2023	75.90
8441 - Promevo Holdings, INC (Promevo, LLC)	28 - Google Workspace Enterprise Plus - Archived April 2023	05/26/2023	98.00
8441 - Promevo Holdings, INC (Promevo, LLC)	28- Google Voice April 2023	05/26/2023	74.83
3560 - First Financial Bank / Credit Cards	28- Bluesky Zoom Timer Billed April 2023	05/17/2023	89.95
3560 - First Financial Bank / Credit Cards	28- Google APIs 2023	05/17/2023	37.93
3560 - First Financial Bank / Credit Cards	28- Google APIs 2023 bton.in	05/17/2023	12.00
3560 - First Financial Bank / Credit Cards	28 -Google APIs 2023 bloomington.dev	05/17/2023	12.00
3560 - First Financial Bank / Credit Cards	28-Google APIs 2023 btowncops.org	05/17/2023	12.00
3560 - First Financial Bank / Credit Cards	28 - Parted Magic - Q2-2023	05/17/2023	13.00
3560 - First Financial Bank / Credit Cards	28 - Promevo - 10 Google Enterprise - additional licenses	05/17/2023	1,435.10
3560 - First Financial Bank / Credit Cards	28 - Submittable monthly subscription 4/27-5/27/23	05/17/2023	119.00
3560 - First Financial Bank / Credit Cards	28 - Annual VMUG subscription - Sys Admin Seth Tierney	05/17/2023	180.00
3560 - First Financial Bank / Credit Cards	28 -Annual VMUG Membership for Steven Hudson	05/17/2023	200.00
3560 - First Financial Bank / Credit Cards	28- Zoom 500., 1000 webinar, 500GB cloud 4/20/23-5/19/23	05/17/2023	430.00
Account 53910 - Dues and Subscriptions Totals		Invoice 18 Transactions	\$18,195.08

Account 54420 - Purchase of Equipment

50972 - CDW, LLC	28 - CDW - Palo Alto PA, Add PA FW additional Shipping Fee	05/26/2023	15,330.61
Account 54420 - Purchase of Equipment Totals		Invoice 1 Transactions	\$15,330.61



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Program 280000 - Main Totals	Invoice 46	\$119,487.41
	Transactions	
Department 28 - ITS Totals	Invoice 46	\$119,487.41
	Transactions	
Fund 101 - General Fund (S0101) Totals	Invoice 201	\$257,428.99
	Transactions	

Fund **103 - Restricted Donations(ord 05-17)**

Department **06 - Controller's Office**

Program **400101 - Animal Medical Services**

Account **53130 - Medical**

3560 - First Financial Bank / Credit Cards	01-Wound Care - Bub's Fund-3/6/23	05/17/2023	48.70
3560 - First Financial Bank / Credit Cards	01-Wound Care - Bub's Fund-2/27/23	05/17/2023	79.55
3560 - First Financial Bank / Credit Cards	01-Wound Care - Bub's Fund-1/9/23	05/17/2023	208.20
	Account 53130 - Medical Totals	Invoice 3	\$336.45
		Transactions	
	Program 400101 - Animal Medical Services Totals	Invoice 3	\$336.45
		Transactions	

Program **400102 - Animal Supplies**

Account **52310 - Building Materials and Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	01-building supplies, shelving units, hooks, furniture	05/26/2023	214.89
	Account 52310 - Building Materials and Supplies Totals	Invoice 1	\$214.89
		Transactions	
	Program 400102 - Animal Supplies Totals	Invoice 1	\$214.89
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 4	\$551.34
		Transactions	
	Fund 103 - Restricted Donations(ord 05-17) Totals	Invoice 4	\$551.34
		Transactions	

Fund **153 - LIT – Economic Development**

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53960 - Grants**



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205 - City Of Bloomington	04-Switchyard Park Pavilion Rental for Earth Day event	05/26/2023	710.00
7686 - Lake Monroe Water Fund	04-Grant ED-LIT-2023- 2023 Ops Support	05/26/2023	25,000.00
7932 - Tandem Community Birth Center and PostPartum House	04: SEEL Grant-ESD ED-LIT 2023- Tandem Birthing Center	05/26/2023	10,000.00
	Account 53960 - Grants Totals	Invoice 3	<u>35,710.00</u>
		Transactions	
	Program 040000 - Main Totals	Invoice 3	<u>35,710.00</u>
		Transactions	
	Department 04 - Economic & Sustainable Dev Totals	Invoice 3	<u>35,710.00</u>
		Transactions	
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
3892 - Midwest Color Printing, INC	12-Business Cards - Stephen Johnson	05/26/2023	61.67
6530 - Office Depot, INC	12-folders, trash bin, mousepad	05/26/2023	104.63
6530 - Office Depot, INC	12-multi media headphones	05/26/2023	37.99
3560 - First Financial Bank / Credit Cards	12-Consulting Services Mercer Survey Report - DeSantis	05/17/2023	2,575.00
	Account 53990 - Other Services and Charges Totals	Invoice 4	<u>2,779.29</u>
		Transactions	
	Program 120000 - Main Totals	Invoice 4	<u>2,779.29</u>
		Transactions	
	Department 12 - Human Resources Totals	Invoice 4	<u>2,779.29</u>
		Transactions	
	Fund 153 - LIT – Economic Development Totals	Invoice 7	<u>38,489.29</u>
		Transactions	
Fund 176 - ARPA Local Fiscal Recvry (S9512)			
Department 04 - Economic & Sustainable Dev			
Program G21005 - ARPA COVID Local Fiscal Recovery			
Account 53110 - Engineering and Architectural			
8550 - Johnson Melloh Solutions, LLC (Veregy)	04-Solar Operations & Maintenance Serv-2/1-4/30/23	05/26/2023	9,200.00
	Account 53110 - Engineering and Architectural Totals	Invoice 1	<u>9,200.00</u>
		Transactions	



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Account 53310 - Printing

501 - Karl Clark (KC Designs)	04-Printing Services - Earth Day Posters (100)	05/26/2023	205.00
	Account 53310 - Printing Totals	Invoice 1	<hr/> \$205.00
		Transactions	

Account 53960 - Grants

8687 - Caleb Davis (One Drop World LLC)	04-ARPA Grant to produce Underground exhibit	05/26/2023	5,500.00
	Account 53960 - Grants Totals	Invoice 1	<hr/> \$5,500.00
		Transactions	

Account 53970 - Mayor's Promotion of Business

6330 - Marshall Security LLC	04: Security-Earth Day-SYP-4.22.2023-3 officers	05/26/2023	750.00
3560 - First Financial Bank / Credit Cards	04: CREDIT - Etsy - GoldenNugget - 3/11/23 sales tax	05/17/2023	(21.99)
	Account 53970 - Mayor's Promotion of Business Totals	Invoice 2	<hr/> \$728.01
		Transactions	
	Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice 5	<hr/> \$15,633.01
		Transactions	
	Department 04 - Economic & Sustainable Dev Totals	Invoice 5	<hr/> \$15,633.01
		Transactions	
	Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals	Invoice 5	<hr/> \$15,633.01
		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	04:2021-2024 EPA Brownfield Grant-216 S. College cleanup	05/26/2023	774.50
4571 - BCA Environmental Consultants, LLC	04-2021-2024 EPA Brownfield Grant-PH II Hospital Parcel C&D	05/26/2023	16,005.31
4571 - BCA Environmental Consultants, LLC	04-2021-2024 EPA Brownfield Grant-617 S Madison Cleanup	05/26/2023	1,597.00
4571 - BCA Environmental Consultants, LLC	04-2021-2024 EPA Brownfield Grant-Program Management	05/26/2023	560.00
4571 - BCA Environmental Consultants, LLC	04-2021-2024 EPA Brownfield Grant-Brownfield Inv & Prior	05/26/2023	520.00
4571 - BCA Environmental Consultants, LLC	04-2021-2024 EPA Brownfield Grant-QAPP	05/26/2023	770.00



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4571 - BCA Environmental Consultants, LLC	04-2021-2024 EPA Brownfield Grant-617 S Madison Cleanup	05/26/2023	910.85
4571 - BCA Environmental Consultants, LLC	04-2021-2024 EPA Brownfield Grant-216 S. College Cleanup	05/26/2023	2,850.00
Account 53990 - Other Services and Charges Totals		Invoice 8	<u>\$23,987.66</u>
Program G22008 - 2021 to 2024 Brownfield Totals		Invoice 8	<u>\$23,987.66</u>
Department 04 - Economic & Sustainable Dev Totals		Invoice 8	<u>\$23,987.66</u>
Fund 249 - Grants Non Approp Totals		Invoice 8	<u>\$23,987.66</u>
Fund 312 - Community Services		Transactions	
Department 09 - CFRD		Invoice 8	
Program 090003 - Com Serv - Status of Women		Transactions	
Account 52420 - Other Supplies		Invoice 8	
3560 - First Financial Bank / Credit Cards	09-Coffee and Tea for Manon Voice-Women's History Month Luncheon	05/17/2023	35.16
Account 52420 - Other Supplies Totals		Invoice 1	<u>\$35.16</u>
Account 53990 - Other Services and Charges		Transactions	
199 - Monroe County Government	09-2023 WHM Luncheon-3/23/23-Food, AV, Space Rental	05/26/2023	12,000.00
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$12,000.00</u>
Program 090003 - Com Serv - Status of Women Totals		Transactions	
Program 090004 - Com Serv- Accessibility		Invoice 2	<u>\$12,035.16</u>
Account 53990 - Other Services and Charges		Transactions	
4549 - Kroger Limited Partnership I	09-Flowers and Vases for Accessible Businesses	05/26/2023	150.98
4549 - Kroger Limited Partnership I	09-Flowers and Vases for Accessible Businesses	05/26/2023	10.99
Account 53990 - Other Services and Charges Totals		Invoice 2	<u>\$161.97</u>
Program 090004 - Com Serv- Accessibility Totals		Transactions	
Program 090016 - Com Serv - Safe & Civil		Invoice 2	<u>\$161.97</u>
		Transactions	



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Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform 4/29-5/29/2023	05/17/2023	19.00
3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform 4/23-5/23/2023	05/17/2023	19.00

Account 53990 - Other Services and Charges Totals	Invoice 2		<u>\$38.00</u>
	Transactions		
Program 090016 - Com Serv - Safe & Civil Totals	Invoice 2		<u>\$38.00</u>
	Transactions		

Program 090018 - CBVN

Account 52420 - Other Supplies

3560 - First Financial Bank / Credit Cards	09-Michael's-3-Panel Black Poster Board Displays-Be More Awards	05/17/2023	35.98
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$35.98</u>

Program 090018 - CBVN Totals	Invoice 1		<u>\$35.98</u>
	Transactions		

Program G23003 - 2023 MLK Remembrance

Account 42120 - Grants - Federal

1970 - John Jeremy Brown	09-Storyteller Honorarium-MLK Jr. Remembrance Week Prog	05/26/2023	100.00
19068 - Debro, Seth L	09-Storyteller Honorarium-MLK Jr. Remembrance Week Program	05/26/2023	100.00
2546 - Monroe County Historical Society, INC	09-Exhibit and Museum Rental Fees-MLK Remembrance Week Program	05/26/2023	522.56

Account 42120 - Grants - Federal Totals	Invoice 3		<u>\$722.56</u>
	Transactions		
Program G23003 - 2023 MLK Remembrance Totals	Invoice 3		<u>\$722.56</u>
	Transactions		

Department 09 - CFRD Totals	Invoice 10		<u>\$12,993.67</u>
	Transactions		

Fund 312 - Community Services Totals	Invoice 10		<u>\$12,993.67</u>
	Transactions		

Fund 401 - Non-Reverting Telecom (S1146)

Department 25 - Telecommunications

Program 254000 - Infrastructure

Account 53640 - Hardware and Software Maintenance



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902 - Indiana Underground Plant Protection Service, INC	25 - 811 Line Location Services March 2023	05/26/2023	340.10
902 - Indiana Underground Plant Protection Service, INC	25 - 811 Line Location Services April 2023	05/26/2023	308.75
13482 - Northern Lights Locating & Inspection, INC	25 - BDU Line Locates April 2023	05/26/2023	2,500.00
Account 53640 - Hardware and Software Maintenance Totals		Invoice 3	\$3,148.85
		Transactions	
Program 254000 - Infrastructure Totals		Invoice 3	\$3,148.85
		Transactions	
Department 25 - Telecommunications Totals		Invoice 3	\$3,148.85
		Transactions	
Fund 401 - Non-Reverting Telecom (S1146) Totals		Invoice 3	\$3,148.85
		Transactions	
 Fund 405 - Non-Reverting Improve I(S0113)			
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53120 - Special Legal Services			
19660 - Bose McKinney & Evans, LLP	10-legal services federally funded project- 5/4/23	05/26/2023	3,000.00
Account 53120 - Special Legal Services Totals		Invoice 1	\$3,000.00
		Transactions	
Program 060000 - Main Totals		Invoice 1	\$3,000.00
		Transactions	
Department 06 - Controller's Office Totals		Invoice 1	\$3,000.00
		Transactions	
Fund 405 - Non-Reverting Improve I(S0113) Totals		Invoice 1	\$3,000.00
		Transactions	
 Fund 450 - Local Road and Street(S0706)			
Department 20 - Street			
Program 200000 - Main			
Account 53520 - Street Lights / Traffic Signals			
208 - City Of Bloomington Utilities	20-Reimbursement for signal charges on CBU's collective billin	05/26/2023	117.44
223 - Duke Energy	02 - 17th & Dunn - elec charges for 04/04/23 to 05/02/23	05/17/2023	41.17
223 - Duke Energy	02-2301 E. Woodstock Pl equip/elec chgs 04/11- BC 2023-124 05/03/23	05/17/2023	8,806.83



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223 - Duke Energy

02 - 3rd & Indiana signal- elec charges for 04/04/23-05/02/23	05/17/2023	37.40
Account 53520 - Street Lights / Traffic Signals Totals	Invoice 4	<u>\$9,002.84</u>
	Transactions	
Program 200000 - Main Totals	Invoice 4	<u>\$9,002.84</u>
	Transactions	
Department 20 - Street Totals	Invoice 4	<u>\$9,002.84</u>
	Transactions	
Fund 450 - Local Road and Street(S0706) Totals	Invoice 4	<u>\$9,002.84</u>
	Transactions	

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **52210 - Institutional Supplies**

313 - Fastenal Company	20-Safety Supplies for Crews (gloves, glasses, ear plugs)	05/26/2023	156.21
313 - Fastenal Company	20-Safety Supplies for Crews (gloves, glasses, ear plugs)	05/26/2023	172.39
Account 52210 - Institutional Supplies Totals	Invoice 2	<u>\$328.60</u>	
	Transactions		

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC	20-curb painting-paint brush, woven cover, windex, gloves	05/26/2023	47.94
409 - Black Lumber Co. INC	20-SW crew- metal cut off, diablo steel & blade	05/26/2023	73.95
409 - Black Lumber Co. INC	20-metal blade for light poles	05/26/2023	35.96
4574 - John Deere Financial f.s.b. (Rural King)	20-Straw for sidewalk projects	05/26/2023	79.90
8658 - Kleindorfer's Hardware LLC	20- sprayer	05/26/2023	53.99
8658 - Kleindorfer's Hardware LLC	20- 10 gal Cooler for paver	05/26/2023	82.99
8658 - Kleindorfer's Hardware LLC	20- (2) 2 gal sprayers, (2) 3 gal sprayers	05/26/2023	199.96
8658 - Kleindorfer's Hardware LLC	20- cut off blades, interior detailer	05/26/2023	64.55
Account 52420 - Other Supplies Totals	Invoice 8	<u>\$639.24</u>	
	Transactions		

Account **53250 - Pagets**



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332 - Indiana Paging Network, INC	20-Monthly Service for Pagers (Snow Control) June 2023	05/26/2023	86.14
	Account 53250 - Pagers Totals	Invoice 1 Transactions	<hr/> \$86.14
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings	20-Advertising for Asphalt, Salt/Pavement Markings Bids-Mar 2023	05/26/2023	280.46
	Account 53320 - Advertising Totals	Invoice 1 Transactions	<hr/> \$280.46
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	20-Traffic Bldg-water/sewer bill-April 2023	05/17/2023	40.73
208 - City Of Bloomington Utilities	20-Street Dept-water/sewer bill-April 2023	05/17/2023	283.04
208 - City Of Bloomington Utilities	20-Street Dept-fire hydrant-water/sewer bill- April 2023	05/17/2023	44.47
	Account 53530 - Water and Sewer Totals	Invoice 3 Transactions	<hr/> \$368.24
Account 53540 - Natural Gas			
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	20-Traffic bldg-gas bill 04/06/23-05/04/23	05/17/2023	51.15
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	20-Street Dept-gas bill 04/06/23-05/04/23	05/17/2023	77.09
	Account 53540 - Natural Gas Totals	Invoice 2 Transactions	<hr/> \$128.24
Account 53610 - Building Repairs			
32 - Cassidy Electrical Contractors, INC	20- SA Repaired incoming electrical service at Traffic Bldg	BC 2022-090 05/26/2023	170.00
	Account 53610 - Building Repairs Totals	Invoice 1 Transactions	<hr/> \$170.00
Account 53730 - Machinery and Equipment Rental			
351 - Young Trucking, INC	20-Hauling Services for sweeper from Whitestown-4/13/23	05/26/2023	500.00
	Account 53730 - Machinery and Equipment Rental Totals	Invoice 1 Transactions	<hr/> \$500.00
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/3/23	05/26/2023	7.67
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-5/3/23	05/26/2023	34.28



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19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/10/23	05/26/2023	7.67
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-5/10/23	05/26/2023	34.28
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 4 Transactions	<hr/> \$83.90
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	20-Disposal fees for sweeper dump debris-3/21-3/31/23	05/26/2023	2,957.34
Account 53950 - Landfill Totals		Invoice 1 Transactions	<hr/> \$2,957.34
Account 53990 - Other Services and Charges			
902 - Indiana Underground Plant Protection Service, INC	20-Line Locate Services for April 2023	05/26/2023	779.00
6152 - K&S Rolloff, INC	20-Rolloff Services for sweeper debris-2/28 & 3/8/23	05/26/2023	1,000.00
6152 - K&S Rolloff, INC	20-Rolloff Services for sweeper debris-4/20/23	05/26/2023	500.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-4/10/23	05/26/2023	200.00
Account 53990 - Other Services and Charges Totals		Invoice 4 Transactions	<hr/> \$2,479.00
Program 200000 - Main Totals		Invoice 28 Transactions	<hr/> \$8,021.16
Department 20 - Street Totals		Invoice 28 Transactions	<hr/> \$8,021.16
Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice 28 Transactions	<hr/> \$8,021.16
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 52310 - Building Materials and Supplies			
321 - Harrell Fish, INC (HFI)	26-Materials-Water Heater Proj (NOT SA)-4th St Garage	05/26/2023	2,085.00
8658 - Kleindorfer's Hardware LLC	26- screws to fix Morton garage atrium door	05/26/2023	11.90
8658 - Kleindorfer's Hardware LLC	02 - Safety goggles, brush head, handle, pvc coated gloves-FAC	05/26/2023	27.26
8658 - Kleindorfer's Hardware LLC	26 - 6- 2" PVC Caps and spray Paint for Parking	05/26/2023	22.53



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Account 52310 - Building Materials and Supplies Totals		Invoice 4 Transactions	\$2,146.69
Account 52420 - Other Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-Cleaning Supplies, Sharps Disposal, Garbage Picker	05/26/2023	76.48
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	\$76.48
Account 52430 - Uniforms and Tools			
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	26 - Employee uniform-12/5/2022	05/26/2023	130.97
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	26-Uniforms for Jim S (New employee)-5/4/23	05/26/2023	77.25
3588 - Cintas Corporation (Cintas #529 EFT Vendor)	26-Uniforms for New Employee-Jason5/10/23	05/26/2023	114.95
Account 52430 - Uniforms and Tools Totals		Invoice 3 Transactions	\$323.17
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	26-4th St Garage-water/sewer bill- April 2023	05/17/2023	155.87
208 - City Of Bloomington Utilities	26-Morton St Garage-water/sewer bill-April 2023	05/17/2023	57.36
208 - City Of Bloomington Utilities	26-Trades Garage-489 W. 10th Street water/sewer - April 2023	05/17/2023	147.86
Account 53530 - Water and Sewer Totals		Invoice 3 Transactions	\$361.09
Account 53540 - Natural Gas			
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	26-4th St Garage-105 W. 4th St-gas bill 04/03/23-05/01/23	05/17/2023	48.77
Account 53540 - Natural Gas Totals		Invoice 1 Transactions	\$48.77
Account 53610 - Building Repairs			
321 - Harrell Fish, INC (HFI)	26-SA-Repaired leak on drain-public bathroom- 4th St Garage	BC 2022-116 05/26/2023	455.00
321 - Harrell Fish, INC (HFI)	26-SA Replacement of Tankless Water Heater 4th St Garage	BC 2022-116 05/26/2023	4,315.00
392 - Koorsen Fire & Security, INC	26- SA Quarterly monitoring 4th Street 5/1/23- 7/31/23	BC 2022-092 05/26/2023	120.00
392 - Koorsen Fire & Security, INC	26 - SA Quarterly Monitoring Trades Garage 5/1- 7/31/23	BC 2022-092 05/26/2023	150.00
392 - Koorsen Fire & Security, INC	26-SA BackFlow, Sprinkler, Fire Alarm Testing @ 4th Street Garag	BC 2022-092 05/26/2023	706.83



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392 - Koorsen Fire & Security, INC	26-SA Fire Alarm & Sprinkler Testing @ Trades	BC 2022-092	05/26/2023	495.25
393 - Kone INC	SA-Elevator Main & 24/7 Service @ Garages-April 2023	BC 2023-004	05/26/2023	2,348.34
393 - Kone INC	SA-Elevator Main & 24/7 Service @ Garages-March 2023	BC 2023-004	05/26/2023	2,391.68
393 - Kone INC	SA-Elevator Main & 24/7 Service @ Garages-Feb 2023	BC 2023-004	05/26/2023	2,391.68
393 - Kone INC	SA-Elevator Main & 24/7 Service @ Garages-Jan 2023	BC 2023-004	05/26/2023	2,391.68
393 - Kone INC	SA-Elevator Main & 24/7 Service @ Garages-May 2023	BC 2023-004	05/26/2023	2,466.77
4483 - City Lawn Corporation	26- SA Mowing 4th & Washington-April 2023	BC 2022-091	05/26/2023	120.00
3560 - First Financial Bank / Credit Cards	26-State Elevator Permits for Garages (6)		05/17/2023	1,702.32

Account 53610 - Building Repairs Totals	Invoice 13	<hr/>	\$20,054.55
Program 260000 - Main Totals	Transactions Invoice 25	<hr/>	\$23,010.75
Department 26 - Parking Totals	Transactions Invoice 25	<hr/>	\$23,010.75
Fund 452 - Parking Facilities(S9502) Totals	Transactions Invoice 25	<hr/>	\$23,010.75
	Transactions		

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

Department **05 - Common Council**

Program **050000 - Main**

Account **54310 - Improvements Other Than Building**

8517 - Todd Berger	07-ROW-Adams Street Sidewalk-Parcel 4		05/26/2023	3,265.00
8514 - Matthew R Murphy	07-ROW-Adams Street Sidewalk-Parcel 1		05/26/2023	18,850.00

Account 54310 - Improvements Other Than Building Totals	Invoice 2	<hr/>	\$22,115.00
Program 050000 - Main Totals	Transactions Invoice 2	<hr/>	\$22,115.00
Department 05 - Common Council Totals	Transactions Invoice 2	<hr/>	\$22,115.00
Fund 454 - Alternative Transport(S6301) Totals	Transactions Invoice 2	<hr/>	\$22,115.00
	Transactions		

Fund **455 - Parking Meter Fund(S2141)**



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Department **09 - CFRD**

Program **090000 - Main**

Account **53960 - Grants**

5675 - Indiana Recovery Alliance

09-Downtown Outreach Grant 2023-Payment 1/2	05/26/2023	5,000.00
Account 53960 - Grants Totals	Invoice 1	<u>\$5,000.00</u>
Program 090000 - Main Totals	Transactions Invoice 1	<u>\$5,000.00</u>
Department 09 - CFRD Totals	Transactions Invoice 1	<u>\$5,000.00</u>

Department **26 - Parking**

Program **260000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC	26-pens and note pads for parking officers	05/26/2023	16.30
6530 - Office Depot, INC	26-office supplies-paper, folders, markers, post notes	05/26/2023	252.96
6530 - Office Depot, INC	26-smallll post it notes	05/26/2023	13.23
6530 - Office Depot, INC	26-note pads	05/26/2023	41.96
	Account 52110 - Office Supplies Totals	Invoice 4	<u>\$324.45</u>
		Transactions	

Account **52340 - Other Repairs and Maintenance**

313 - Fastenal Company	26-plastic wireties for event parking	05/26/2023	182.63
	Account 52340 - Other Repairs and Maintenance Totals	Invoice 1	<u>\$182.63</u>
		Transactions	

Account **52420 - Other Supplies**

8658 - Kleindorfer's Hardware LLC	26-Parking Enforcement Purchases, key for fleet lock box	05/26/2023	2.00
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$2.00</u>
		Transactions	

Account **52430 - Uniforms and Tools**

4489 - J.L. Waters & Company, INC	26-safety shoes for Susan McCarter (9)-5/8/23	05/26/2023	100.00
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4447 - Municipal Emergency Services, INC	26-parking officer safety vests		05/26/2023	39.68
	Account 52430 - Uniforms and Tools Totals		Invoice 2	<u>\$139.68</u>
			Transactions	
Account 53150 - Communications Contract				
4264 - IPS Group, INC	26-bank fees and communications fees April 2023		05/26/2023	9,125.00
	Account 53150 - Communications Contract Totals		Invoice 1	<u>\$9,125.00</u>
			Transactions	
Account 53310 - Printing				
53125 - Mr. Copy, INC	26-inserts for special event posting meter bags		05/26/2023	283.50
	Account 53310 - Printing Totals		Invoice 1	<u>\$283.50</u>
			Transactions	
Account 53640 - Hardware and Software Maintenance				
54432 - T2 Systems, INC	26-ROVR returns for April 2023		05/26/2023	1,185.60
	Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	<u>\$1,185.60</u>
			Transactions	
Account 53830 - Bank Charges				
4264 - IPS Group, INC	26-bank fees and communications fees April 2023		05/26/2023	4,977.18
	Account 53830 - Bank Charges Totals		Invoice 1	<u>\$4,977.18</u>
			Transactions	
Account 53990 - Other Services and Charges				
580 - Express Services, INC	26-TPT - Scooter Enforcement-2 for 4/30/23	BC 2023-023	05/26/2023	735.97
580 - Express Services, INC	26-TPT-Scooter Enforcement-2 for 5/7/23 & 1 for 4/30/23	BC 2023-023	05/26/2023	880.75
580 - Express Services, INC	26-over payment for employee salary-4/30/23	BC 2023-023	05/26/2023	(120.65)
204 - State Of Indiana	26-bmv hits for parking tows		05/26/2023	15.00
	Account 53990 - Other Services and Charges Totals		Invoice 4	<u>\$1,511.07</u>
			Transactions	
	Program 260000 - Main Totals		Invoice 16	<u>\$17,731.11</u>
			Transactions	
	Department 26 - Parking Totals		Invoice 16	<u>\$17,731.11</u>
			Transactions	
	Fund 455 - Parking Meter Fund(S2141) Totals		Invoice 17	<u>\$22,731.11</u>
			Transactions	



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Fund 456 - MVH Restricted

Department **20 - Street**

Program **200000 - Main**

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

5149 - E&B Paving, INC	20-Tac oil for asphalt paving	BC 2023-009A	05/26/2023	1,988.25
5149 - E&B Paving, INC	20-Credit for asphalt millings (April 2023)	BC 2023-009A	05/26/2023	(41.04)
5149 - E&B Paving, INC	20-Asphalt for Paving & patching-4/24-4/26/23	BC 2023-009A	05/26/2023	16,070.41
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 3	<u>\$18,017.62</u>
			Transactions	
Program 200000 - Main Totals			Invoice 3	<u>\$18,017.62</u>
			Transactions	
Department 20 - Street Totals			Invoice 3	<u>\$18,017.62</u>
			Transactions	
Fund 456 - MVH Restricted Totals			Invoice 3	<u>\$18,017.62</u>
			Transactions	

Fund 600 - Cumulative Cap Imprv(CIG)(S2379)

Department **02 - Public Works**

Program **020000 - Main**

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

5149 - E&B Paving, INC	20-Asphalt for patching S Henderson patch	BC 2023-009A	05/26/2023	210.63
5149 - E&B Paving, INC	20-Asphalt for patching Basswood & Franklin rd. patch	BC 2023-009A	05/26/2023	378.42
5149 - E&B Paving, INC	20-Asphalt for patching S Adams St	BC 2023-009A	05/26/2023	183.86
5149 - E&B Paving, INC	20-Asphalt for patching Skyling Dr.	BC 2023-009A	05/26/2023	185.05
5149 - E&B Paving, INC	20-Asphalt for patching Blue Ridge patch	BC 2023-009A	05/26/2023	202.45
5149 - E&B Paving, INC	20-Asphalt for Paving & patching-4/24-4/26/23	BC 2023-009A	05/26/2023	925.83
334 - Irving Materials, INC	20-Concrete Materials class A stone-Franklin & Holiday	BC 2023-008	05/26/2023	812.00
334 - Irving Materials, INC	20-Concrete Materials class A stone-116 S. Franklin	BC 2023-008	05/26/2023	812.00



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334 - Irving Materials, INC	20-Concrete Materials class A stone-116 S. Franklin	BC 2023-008	05/26/2023	884.00
365 - Rogers Group, INC	20-Stone (sidewalk & alley projects) commercial stone		05/26/2023	94.68
365 - Rogers Group, INC	20-Stone (sidewalk & alley projects) commercial stone		05/26/2023	365.91
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 11	<u>5,054.83</u>
Program 020000 - Main Totals			Transactions	
Department 02 - Public Works Totals			Invoice 11	<u>5,054.83</u>
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals			Transactions	
			Invoice 11	<u>5,054.83</u>
			Transactions	
Fund 601 - Cumulative Capital Devlp(S2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
6001 - Bernath, LLC (Sealmaster)	20-Crackfill material		05/26/2023	6,075.00
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 1	<u>6,075.00</u>
			Transactions	
Account 52420 - Other Supplies				
2974 - MacAllister Machinery Co, INC	20-Caterpillar skid steer 8' snow plow		05/26/2023	5,319.00
Account 52420 - Other Supplies Totals			Invoice 1	<u>5,319.00</u>
			Transactions	
Program 020000 - Main Totals			Invoice 2	<u>11,394.00</u>
Department 02 - Public Works Totals			Transactions	
			Invoice 2	<u>11,394.00</u>
			Transactions	
Department 07 - Engineering				
Program 070000 - Main				
Account 54110 - Land Purchase				
Matthew R. Murphy & Lesley E. Davis	07-ROW-Adams Street SW Project-Parcel 1A		05/26/2023	10,185.00
8514 - Matthew R Murphy	07-ROW-Adams Street Sidewalk-Parcel 1		05/26/2023	2,215.00



Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

	Account 54110 - Land Purchase Totals	Invoice 2 Transactions	\$12,400.00
Account 54310 - Improvements Other Than Building			
5149 - E&B Paving, INC	07-Maxwell Traffic Calming-Henderson to Woodlawn-1/12-5/8/23	BC 2022-133 05/26/2023	36,900.00
	Account 54310 - Improvements Other Than Building Totals	Invoice 1 Transactions	\$36,900.00
	Program 070000 - Main Totals	Invoice 3 Transactions	\$49,300.00
	Department 07 - Engineering Totals	Invoice 3 Transactions	\$49,300.00
	Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice 5 Transactions	\$60,694.00
Fund 730 - Solid Waste (S6401)			
Department 16 - Sanitation			
Program 160000 - Main			
Account 52420 - Other Supplies			
1743 - The Home City Ice Company	16-75 7lb bags of ice-inc delivery charge- 5/8/23	05/26/2023	179.25
	Account 52420 - Other Supplies Totals	Invoice 1 Transactions	\$179.25
Account 52430 - Uniforms and Tools			
793 - Indiana Safety Company, INC	16-leather gloves & blue palm gloves	05/26/2023	259.00
793 - Indiana Safety Company, INC	16-leather gloves	05/26/2023	201.46
	Account 52430 - Uniforms and Tools Totals	Invoice 2 Transactions	\$460.46
Account 53150 - Communications Contract			
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-Wireless Radios Services for May 2023	05/26/2023	572.05
	Account 53150 - Communications Contract Totals	Invoice 1 Transactions	\$572.05
Account 53240 - Freight / Other			
793 - Indiana Safety Company, INC	16-leather gloves & blue palm gloves	05/26/2023	37.70
793 - Indiana Safety Company, INC	16-leather gloves	05/26/2023	33.20



Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

		Account 53240 - Freight / Other Totals	Invoice 2 Transactions	\$70.90
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	16-Sanitation-water/sewer bill-April 2023		05/17/2023	178.31
		Account 53530 - Water and Sewer Totals	Invoice 1 Transactions	\$178.31
Account 53540 - Natural Gas				
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	16-Sanitation-gas bill 04/04/23-05/02/23		05/17/2023	60.71
		Account 53540 - Natural Gas Totals	Invoice 1 Transactions	\$60.71
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 04/26/2023		05/26/2023	6.82
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 05/03/2023		05/26/2023	6.82
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 04/26/2023		05/26/2023	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 05/03/2023		05/26/2023	23.26
		Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4 Transactions	\$60.16
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-04/17-04/29/23		05/26/2023	14,504.24
52226 - Hoosier Transfer Station-3140	16-recycling fees-04/17-04/27/23		05/26/2023	2,518.87
		Account 53950 - Landfill Totals	Invoice 2 Transactions	\$17,023.11
		Program 160000 - Main Totals	Invoice 14 Transactions	\$18,604.95
		Department 16 - Sanitation Totals	Invoice 14 Transactions	\$18,604.95
		Fund 730 - Solid Waste (S6401) Totals	Invoice 14 Transactions	\$18,604.95
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				



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Invoice Date Range 05/13/23 - 05/26/23

Account **52430 - Uniforms and Tools**

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes B. Grubb 9 M-4/25/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes B. Veatch 9.5 D-4/21/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes C. Phipps 11.5 D-4/28/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes C. Wilhelm 12 D-4/29/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes D. Klarich 10.5 M-4/22/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes D. Dooley 10.5 M-4/25/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes E. Wright 15-4/25/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes G. Avendano 10.5 D-4/24/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes H. Kinser 10.5 D-4/21/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes I. Drescher 9.5 D-4/28/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes J. Werner 8.5 M-4/28/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes J. Zike 10 M-4/24/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes J. Warner 11.5 D-4/28/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes J. Moore 10 D-4/22/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes J. Prince 11.5 D-4/28/23	05/26/2023	99.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes K. Bollinger 9 M-4/24/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes K. Williams 7 D-4/27/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes K. Williams 12 D-4/27/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes N. Campbell 12 D-4/28/23	05/26/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes S. Steele 7 M-4/25/23	05/26/2023	93.75
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes V. Robertson 9 W-4/24/23	05/26/2023	73.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes Z. Burnworth 12 M-4/22/23	05/26/2023	100.00



Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

4291 - Monroe Optical, INC	10-Monroe Optical shoes FS423-4/17-4/18/23	05/26/2023	5,400.00
1448 - Shoe Carnival, INC	10- safety boots Ketcham 11.5-3/13/23	05/26/2023	94.98
1448 - Shoe Carnival, INC	10- safety boots Cassidy 12-3/9/23	05/26/2023	100.00
1448 - Shoe Carnival, INC	10-safety boots- Livingston 13-3/13/23	05/26/2023	94.98
1448 - Shoe Carnival, INC	10- safety boots-Mingee-3/13/23	05/26/2023	94.98
	Account 52430 - Uniforms and Tools Totals	Invoice 27 Transactions	<hr/> \$7,951.19
Account 53130 - Medical			
6479 - Noah Campbell	10-reimb for CDL physical-4/11/23	05/26/2023	100.00
6382 - David Fields	10-reimb for CDL physical-5/1/23	05/26/2023	100.00
	Account 53130 - Medical Totals	Invoice 2 Transactions	<hr/> \$200.00
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	10-Aver's Pizza-Lunch for Training (Bucket Truck)-4/3/23	05/17/2023	230.24
3560 - First Financial Bank / Credit Cards	10-Red Cross CPR class Certifications (14)	05/17/2023	504.00
3560 - First Financial Bank / Credit Cards	10-Rockys Pizza-Lunch for Training (Bucket Truck) -4/4/23	05/17/2023	254.12
	Account 53160 - Instruction Totals	Invoice 3 Transactions	<hr/> \$988.36
	Program 100000 - Main Totals	Invoice 32 Transactions	<hr/> \$9,139.55
	Department 10 - Legal Totals	Invoice 32 Transactions	<hr/> \$9,139.55
	Fund 800 - Risk Management(S0203) Totals	Invoice 32 Transactions	<hr/> \$9,139.55
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
3977 - Cigna Health & Life Insurance Company	12-April 2023 Cigna Dental Vision Premiums \$11,380.72	05/26/2023	2,366.54



Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

3977 - Cigna Health & Life Insurance Company	12-May 2023 Cigna Dental Vision Premiums \$11,363.17	05/26/2023	2,363.13
18539 - Life Insurance Company Of North America	12-April 2023, Bill Ref # 103094_04012023	05/26/2023	3,729.00
18539 - Life Insurance Company Of North America	12-March 2023, Bill Ref # 103094_03012023	05/26/2023	3,720.00
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	12-Monthly fee for health clinic support	05/26/2023	2,600.00
17785 - The Howard E. Nyhart Company, INC	12 - Nyhart Admin Fee (FSA, HSA, Wellness) - April 2023	05/26/2023	1,182.55
Account 53990 - Other Services and Charges Totals		Invoice 6 Transactions	\$15,961.22
Account 53990.1201 - Other Services and Charges Health Insurance			
17785 - The Howard E. Nyhart Company, INC	12-May Wellness Benefits		2,720.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$2768.71		2,768.71
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 2 Transactions	\$5,488.71
Account 53990.1278 - Other Services and Charges Disability LTD			
18539 - Life Insurance Company Of North America	12-April 2023, Bill Ref # 103094_04012023	05/26/2023	9,626.46
18539 - Life Insurance Company Of North America	12-March 2023, Bill Ref # 103094_03012023	05/26/2023	9,545.27
Account 53990.1278 - Other Services and Charges Disability LTD Totals		Invoice 2 Transactions	\$19,171.73
Program 120000 - Main Totals		Invoice 10 Transactions	\$40,621.66
Department 12 - Human Resources Totals		Invoice 10 Transactions	\$40,621.66
Fund 801 - Health Insurance Trust Totals		Invoice 10 Transactions	\$40,621.66
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 - (4) LT265/70R17 GEN Gravver A/TX tires for 776	05/26/2023	981.00
4693 - Monroe County Tire & Supply, INC	17 - LT245/75R16 Goodyear wrangler AT ADV	05/26/2023	181.48



Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

4693 - Monroe County Tire & Supply, INC	17 - (4) Firestone Destination LE3 Owl tires for 208	05/26/2023	473.00
4693 - Monroe County Tire & Supply, INC	17 - (4) 255/70R17 General Grabber ATX 112T RWL tires for 665	05/26/2023	841.00
Account 52230 - Garage and Motor Supplies Totals		Invoice 4 Transactions	\$2,476.48
Account 52240 - Fuel and Oil			
7854 - Premier AG CO-OP, INC (Premier Energy)	17 -Diselelex, unleaded and Premium Fuel for Dillman RD	BC 2022-109D 05/26/2023	12,788.00
Account 52240 - Fuel and Oil Totals		Invoice 1 Transactions	\$12,788.00
Account 52320 - Motor Vehicle Repair			
4439 - JX Enterprises, INC	17 - Washer bottle, Washer pump w/Grommet	05/26/2023	104.98
4439 - JX Enterprises, INC	17 - Paccar 160A Pad Alternator	05/26/2023	394.99
53385 - O'Reilly Automotive Stores, INC	17 - ABS sensor for 230	05/26/2023	53.11
53385 - O'Reilly Automotive Stores, INC	17 - V-Belt for 4100	05/26/2023	6.79
53385 - O'Reilly Automotive Stores, INC	17 - cabin filter for 578	05/26/2023	19.74
53385 - O'Reilly Automotive Stores, INC	17 - Air filter for 1234	05/26/2023	23.03
53385 - O'Reilly Automotive Stores, INC	17 - Oil filter for 598	05/26/2023	45.68
53385 - O'Reilly Automotive Stores, INC	17 - Valve cover gasket set & spark plug	05/26/2023	77.75
53385 - O'Reilly Automotive Stores, INC	17 - Vacuum pump gasket for 296	05/26/2023	75.44
16069 - Palmer Trucks, INC	17 -sensor-ammonia (NH3)	05/26/2023	696.52
16069 - Palmer Trucks, INC	17 - Turbo Actuator kit and core charge for 720	05/26/2023	2,055.74
4180 - Reynolds Farm Equipment, INC	17 - #715 cylinder	05/26/2023	782.17
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts and equip for the month of April 2023	05/26/2023	10,778.08
54351 - Sternberg, INC	17 - Breather & Oil gasket	05/26/2023	166.37
54351 - Sternberg, INC	17 - Fuel filter & Fuel module	05/26/2023	182.30
4398 - TruckPro Holding Corporation	17 - Automann GreasClev	05/26/2023	134.72



Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

2096 - West Side Tractor Sales CO.	17 - 4 keys for stock		05/26/2023	63.02
2096 - West Side Tractor Sales CO.	17 - Filter Element for 783		05/26/2023	199.67
2096 - West Side Tractor Sales CO.	17 - (2) Air filters and Filter Elements		05/26/2023	236.90
2096 - West Side Tractor Sales CO.	17 - Oil and Air filters, Seal and Filter Elements for 783		05/26/2023	283.64
2096 - West Side Tractor Sales CO.	17 - Alternator Reman, V-Belt for 662		05/26/2023	537.18
2096 - West Side Tractor Sales CO.	17 - Radiator, Hydraulic Cylinder for 456		05/26/2023	3,755.65
Account 52320 - Motor Vehicle Repair Totals			Invoice 22 Transactions	<u>\$20,673.47</u>
Account 52420 - Other Supplies				
8658 - Kleindorfer's Hardware LLC	17 - #50 part for 464		05/26/2023	.79
8658 - Kleindorfer's Hardware LLC	17 - 2 orings for 296		05/26/2023	1.01
8658 - Kleindorfer's Hardware LLC	17 - (2) 18mm Bolts & Locknuts		05/26/2023	24.00
8658 - Kleindorfer's Hardware LLC	17 - 1/2x1/4 Brush reducer, Teflon tape		05/26/2023	5.88
8181 - Lawson Products, INC	17 - Dove Gray Maintenance Paint HSP for stock		05/26/2023	102.99
Account 52420 - Other Supplies Totals			Invoice 5 Transactions	<u>\$134.67</u>
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	17-Fleet Maint-water/sewer bill-April 2023		05/17/2023	538.72
Account 53530 - Water and Sewer Totals			Invoice 1 Transactions	<u>\$538.72</u>
Account 53540 - Natural Gas				
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	17-Fleet Maint-gas bill 04/06/23-05/04/23		05/17/2023	173.66
Account 53540 - Natural Gas Totals			Invoice 1 Transactions	<u>\$173.66</u>
Account 53610 - Building Repairs				
4483 - City Lawn Corporation	17-SA Mowing at Fleet Maint 4/28/23	BC 2022-091	05/26/2023	35.00
392 - Koorsen Fire & Security, INC	17- SA Quarterly Monitoring 5/1/23-7/31-23	BC 2022-092	05/26/2023	91.27



Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

392 - Koorsen Fire & Security, INC

17- SA Annual Fire Alarm Test & Inspection plan	BC 2022-092	05/26/2023	175.00
Account 53610 - Building Repairs Totals		Invoice 3 Transactions	<u>\$301.27</u>

Account **53620 - Motor Repairs**

4474 - Ken's Westside Service & Towing, LLC	17 - tire service for Unit #1216-4/18/23	05/26/2023	75.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing for Unit #1216 from 2025 N Monroe ST-4/18/23	05/26/2023	100.00
4474 - Ken's Westside Service & Towing, LLC	17 - Towing for Tire Service For unit#1210-5/5/23	05/26/2023	75.00
2974 - MacAllister Machinery Co, INC	17 - cat software renewal-expires 4/14/24	05/26/2023	1,000.00
6476 - Samuel D Wray (Wray Automotive)	17-#58-Alignment-Unit #351	05/26/2023	50.00
Account 53620 - Motor Repairs Totals		Invoice 5 Transactions	<u>\$1,300.00</u>

Account **53990 - Other Services and Charges**

204 - State Of Indiana	17 - UST fees	05/26/2023	540.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<u>\$540.00</u>
Program 170000 - Main Totals		Invoice 43 Transactions	<u>\$38,926.27</u>
Department 17 - Fleet Maintenance Totals		Invoice 43 Transactions	<u>\$38,926.27</u>
Fund 802 - Fleet Maintenance(S9500) Totals		Invoice 43 Transactions	<u>\$38,926.27</u>

Fund **804 - Insurance Voluntary Trust**

Department **12 - Human Resources**

Program **120000 - Main**

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

3977 - Cigna Health & Life Insurance Company	12-April 2023 Cigna Dental Vision Premiums \$11,380.72	05/26/2023	9,014.18
3977 - Cigna Health & Life Insurance Company	12-May 2023 Cigna Dental Vision Premiums \$11,363.17	05/26/2023	9,000.04
Account 53990.1241 - Other Services and Charges Vision Totals		Invoice 2 Transactions	<u>\$18,014.22</u>

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



Board of Public Works Claim Register

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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/15/2023	91.53
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/15/2023	36.36
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/15/2023	93.68
17785 - The Howard E. Nyhart Company, INC	12-City URM	05/16/2023	415.27
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		577.15
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC		35.54
17785 - The Howard E. Nyhart Company, INC	12-City URM		745.90
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 7 Transactions	<u>\$1,995.43</u>
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City			
17785 - The Howard E. Nyhart Company, INC	12-City URM/DDC		837.50
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals		Invoice 1 Transactions	<u>\$837.50</u>
Account 53990.1273 - Other Services and Charges Term Life			
18539 - Life Insurance Company Of North America	12-April 2023, Bill Ref # 103094_04012023	05/26/2023	19,170.08
18539 - Life Insurance Company Of North America	12-March 2023, Bill Ref # 103094_03012023	05/26/2023	19,275.06
Account 53990.1273 - Other Services and Charges Term Life Totals		Invoice 2 Transactions	<u>\$38,445.14</u>
Account 53990.1277 - Other Services and Charges Disability STD			
18539 - Life Insurance Company Of North America	12-April 2023, Bill Ref # 103094_04012023	05/26/2023	9,337.71
18539 - Life Insurance Company Of North America	12-March 2023, Bill Ref # 103094_03012023	05/26/2023	9,321.91
Account 53990.1277 - Other Services and Charges Disability STD Totals		Invoice 2 Transactions	<u>\$18,659.62</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/15/2023	42.64
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/15/2023	3.94
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	05/15/2023	14.00



Board of Public Works Claim Register

Invoice Date Range 05/13/23 - 05/26/23

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		289.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 4	<u>\$349.58</u>
Account 53990.1283 - Other Services and Charges Health Savings Account		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA Employee Contribution 5-19-2023		23,602.01
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1	<u>\$23,602.01</u>
Program 120000 - Main Totals		Transactions	
Department 12 - Human Resources Totals		Invoice 19	<u>\$101,903.50</u>
Fund 804 - Insurance Voluntary Trust Totals		Transactions	
Grand Totals		Invoice 19	<u>\$101,903.50</u>
		Transactions	
		Invoice 452	<u>\$733,076.05</u>
		Transactions	

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
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05/26/23	Claims				\$733,076.05
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\$733,076.05

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 \$733,076.05

Dated this _____ day of _____ year of 20_____.

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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 _____