

Board of Public Works Meeting

April 11, 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

AGENDA
BOARD OF PUBLIC WORKS
April 11, 2023

A Regular Meeting of the Board of Public Work will be held Tuesday, April 11, 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/81550855626?pwd=RTNjUXBBdEpBMIVDVDhrNH0RVczUT09>

Meeting ID: 815 5085 5626 Passcode: 805161

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.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS AND REMONSTRANCES

III. CONSENT AGENDA

1. Approval of Minutes March 28, 2023
2. Resolution 2023-14; Renew Mobile Vendor; Bloomingbowl
3. Resolution 2023-15; Renew Mobile Vendor; Rasta Pops
4. Resolution 2023-16; Renew Mobile Vendor; Bloom Burger`
5. Resolution 2023-19; Declaration of Surplus; Street Division
6. Renew Contract with Express Professionals for Scooter Enforcement
7. Samsara Fleet Technologies - Free Hardware Use & Trial Agreement
8. Approval of Payroll

IV. NEW BUSINESS

1. Resolution 2023-20; City of Bloomington Micro-Mobility Renewal Recommendations
2. Sidewalk Closure Request from Artistic Concrete Design for at 309 E. 6th St. (5 Days)
3. Lane and Sidewalk Closure Request from Gilliatte General Contractors along E. 3rd St. (2 Weeks)
4. Lane and Sidewalk Closure Request from Crown Castle on E. 17th St. (April 24, 2023 – April 28, 2023)
5. Lane Closure Request from Crown Castle on E. 10th St. (May 08, 2023 – May 11, 2023)
6. Agreement with Martin Riley for Architectural Services and Feasibility Study for BFD

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

The Board of Public Works meeting was held Tuesday, March 28, 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
J.D. Boruff – Public Works
Mike Rouker - City Legal, via Zoom
Roy Aten - Engineering
Jason Kerr - Engineering

None

MESSAGES FROM BOARD MEMBERS

None

PETITIONS & REMONSTRANCES

1. Approval of Minutes; March 14, 2023
2. Renewal #1 to Agreement with Groomer Construction for Sidewalk Repair/Replacement Services
3. Renewal #1 to Agreement with Groomer Construction for Sidewalk Assistance 50/50 Repair/Replacement Program
4. Resolution 2023-17; Declaration of Surplus; Fleet Division
5. Resolution 2023-18; Granfalloon Main Stage Concert and Bloomington Handmade Market
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.

Roy Aten, Engineering, presented Change Order #2 for the Jackson Creek Phase II Project. See meeting packet for details.

NEW BUSINESS
Change Order #2 for the Jackson Creek Phase II Project

Board Comments: None.

Karon made a motion to approve Change Order #2 for the Jackson Creek Phase II Project. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, with one recusal, motion is passed.

Roy Aten, Engineering, presented Change Order #3 for the 17th Street Multi-Use Path East Project. See meeting packet for details.

Change Order #3 for the 17th Street Multi-Use Path East Project

Board Comments: None

Karon made a motion to approve Change Order #3 for the 17th Street Multi-Use Path East Project. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Jason Kerr, Engineering, presented Request from Scannell Properties for Right-of-Way Use Extension on 2851 E. Longview Dr. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Request from Scannell Properties for Right-of-Way Use Extension on 2851 E. Longview Dr. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Jason Kerr, Engineering, Request from AEG for Lane and Sidewalk Closures. See meeting packet for details.

Board Comments: None

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

J.D. Boruff, Public Works, presented Contract with Strauser Construction for Construction of a Bathroom in Parking Office Suite. See meeting packet for details.

Board Comments: None

Karon made a motion to approve Contract with Strauser Construction for Construction of a Bathroom in Parking Office Suite. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

J.D. Boruff, Public Works, presented Change Order #2 to Contract with Ann-Kriss, LLC for Upgrades and Repairs to Fire Station #4. See meeting packet for details.

Board Comments: Karon recused

Lloyd made a motion to approve the Change Order #2 to Contract with Ann-Kriss, LLC for Upgrades and Repairs to Fire Station #4. Cox Deckard seconded. Cox Deckard took a roll call vote. All in favor, one recusal, motion is passed.

Adam Wason, Public Works, introduced Chelsea Gregory as the newest member of Public Works. Mentioned that the Street Division had begun ADA ramp upgrades in advance of the paving list. Some major paving projects will include Tapp Road from the Adams Hill round-about all the way to the B-Line Bridge. Wason also mentioned a highly publicized case of illegal breeding and wanted to thank the Animal Care & Control Division, Monroe County Animal Control, Bloomington Police Department, amongst many others for their hard work and dedication to the animals involved.

Karon made a motion to approve claims in the amount of \$304,342.53. Lloyd seconded. Cox Deckard took a roll call vote. All in favor, motion is passed.

Cox Deckard called for adjournment at 5:46 p.m.

Request from Scannell Properties for Right-of-Way Use Extension on 2851 E. Longview Dr.

Request from AEG for Lane and Sidewalk Closures

Contract with Strauser Construction for Construction of a Bathroom in the Parking Office Suite

Change Order #2 to Contract with Ann-Kriss, LLC. for Upgrades and Repairs to Fire Station #4

STAFF REPORTS AND OTHER BUSINESS

CLAIMS

ADJOURNMENT

Accepted By:

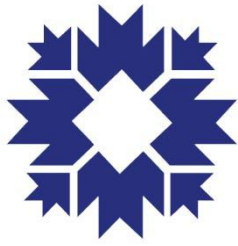
Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jennifer Lloyd, Secretary

Date:

Attest to:



**CITY OF
BLOOMINGTON**
ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2023-14
Petitioner/Representative: Julia Tobin, Owner of Bloomingbowls
Staff Representative: Susan Coates
Meeting Date: 4/11/2023

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

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

This application is for 1 year.

Staff is supportive of the request.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2023-14
Mobile Vendor in Public Right of Way
Bloomingbowls**

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

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

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen and food truck for 1 year beginning on 5/23/2023, and ending on 5/23/2024.
2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.
3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
 - c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

RESOLUTION 2023-14

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

ADOPTED THIS THE 11th DAY OF APRIL, 2023.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

Jennifer Lloyd, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2023-14 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Julia Tobin

Date: _____

Date: 3/11/23

Blooming Bowls

Res # 2023-14



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

*FOL 3/14/23
CK # 280*

1. License Length and Fee Application

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

2. Applicant Information

Name:	Julia H Tobin		
Title/Position:	Owner		
Date of Birth:	1/12/1968		
Address:	4307 E Bill Mallory Blvd		
City, State, Zip:	Bloomington IN 47401		
E-Mail Address:	juliehtobin@gmail.com		
Phone Number:		Mobile Phone:	812-345-3399

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

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.			
Name:	N/A		
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

Received in ESD

MAR 13 2023

4. Company Information

Name of Employer:	Bloomingbowls, LLC			
Address of Employer:	4307 E Bill Mallory Blvd			
City, State, Zip:	Bloomington IN 47401			
Employment Start Date:	n/a	End Date (If known):	n/a	
Phone Number:	812-345-3399			
Website / Email:	http://www.bloomingbowls.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor

5. Company Officer Information

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

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

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

Date of incorporation or organization:	2/26/2020
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	n/a

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

acai bowls, freezer, refridgerator	
Planned hours of operation:	7am-10pm and special events
Place or places where you will conduct business (If private property, attach written permission from property owner):	Mostly Wooerly Market; occassionally downtown Bloomington w/in perimeters set forth by the City of Bloomington
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
(If Yes) Provide details	City of Bloomington 2021/2022

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

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

NA

For City Of Bloomington Use Only

Received in ESD	Received By:	Date Approved:	Approved By:
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MAR 13 2023

[Handwritten Signature]



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 1	AGE 56	ISSUE DATE 10/17/2022	PUR DATE 03/11/2021	COUNTY 53 - MONROE	TP R	PL YR 22	PLATE BBACAI	PL TP PL	WEIGHT	PR YR 21	LS N	TYPE PL	PRIOR YR PL BBACAI
EXPIRATION DATE 11/14/2023		MUNICIPALITY Bloomington		VEHICLE YEAR 1966	MAKE UNK	MODEL UNK	VEHICLE IDENTIFICATION NUMBER V17375			TYPE RV	COLOR YEL/WHI		
CURRENT YEAR TAX	VEH EX TAX 12.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 12.00	CO. WHEEL/EX TAX 40.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 29.35	ADMIN FEE 45.00	TOTAL 126.35				
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL 0.00				
REGISTRATION LICENSE TYPE PERSONALIZED RV													

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

C
SST

IMPORTANT REGISTRATION INFORMATION

The registrant acknowledges that the information provided on the front of this form is correct. The registrant understands that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.



STATE OF INDIANA

Eric J. Holcomb, Governor

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

Certification of Driver's Record

For: JULIA HOPE TOBIN
DOB: 01/12/1968
STATUS: VALID as of 03/11/2023
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 11th of March, 2023.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

BUREAU OF MOTOR VEHICLES

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

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner

Indiana Official Driver Record

As of 03/11/2023 6:36 am

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

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

License number: 0090-31-7390
License type: DRIVERS W/ MC
License expires: 01/12/2024
License status: VALID
SR22: Not needed

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

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

Endorsements: MOTORCYCLE

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

Suspension Information -- (* indicates active suspensions)

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

No Suspensions were found.

Pending Suspension Information

No Pending Suspensions were found.

Disqualification Information -- (* indicates active disqualifications)

No Disqualifications were found.

Pending Disqualification Information

No Pending Disqualifications were found.

Out of State Withdrawal Information

No OOS Withdrawals were found.

Convictions -- (* indicates active points)

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

Mailing Addresses

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

Legal Addresses

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

Credential Issuance

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

Issue Date: 09/22/2017, Renew License, DRIVERS WITH MOTORCYCLE ENDORSEMENT, Endorsements: L, Restrictions: None, Expiration Date: 01/12/2024

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

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

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

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

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

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

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

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

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

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

Remarks

No Remarks were found.

* End of Driver Record *

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Pomps fire
INSPECTOR'S NAME John mafiero INSPECTOR'S PHONE # 812-336-6302
DATE OF INSPECTION 5-13-22
TAXICAB COMPANY Blooming Bows
VEHICLE YEAR 66 MAKE Shasta MODEL _____
VIN V17375

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

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

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

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

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

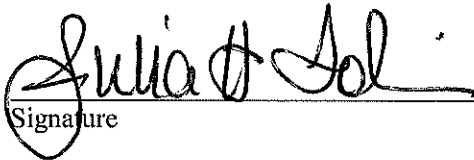
The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

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

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

Julia H. Tobin

Name, Printed



Signature

3/11/2023

Date Release Signed

State of Indiana
Office of the Secretary of State
Certificate of Organization
of
BLOOMINGBOWLS, LLC

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

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



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

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

202002261375561 / 8534347

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

Date of this notice: 02-26-2020

Employer Identification Number:
84-4875986

Form: SS-4

Number of this notice: CP 575 A

BLOOMINGBOWLS LLC
JULIA H TOBIN SOLE MBR
4307 E BILL MALLORY BLVD
BLOOMINGTON, IN 47401

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

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

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-4875986. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

Form 940	01/31/2021
Form 944	01/31/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

11/15/2019

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

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

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

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

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

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

Vendor:

Name: Julia H. Tobin

Signature: 

Date: 3/11/23

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

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

Standard of Conduct Agreement

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

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

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

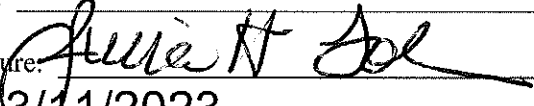
- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- € No mobile food vendor unit shall expose any pedestrian to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

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

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

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

Vendor:

Name: Julia H. Tobin
Signature: 
Date: 3/11/2023



www.bloom.com

Grab life by the horns!



www.bloom.com



Mobile Food Service Establishment License

Monroe County Health Department

This is to certify that:

BLOOMINGBOWLS
JULIA TOBIN
4307 E. BILL MALLORY BLVD
BLOOMINGTON, IN 47401

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



Issued:

FEB 03 2023

By

A handwritten signature in cursive script, reading 'Thomas W. Maguire'.

Monroe County Health Officer

2023

NON-NEGOTIABLE AND NOT TRANSFERABLE **PERMIT EXPIRES FEBRUARY 29, 2024**



REGISTERED RETAIL MERCHANT CERTIFICATE

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

BLOOMINGBOWLS LLC
401 N MORTON ST
BLOOMINGTON IN 47404-3729

FEIN 84-4875986
LOC ID 0168736110-001
ISSUED **March 02, 2022**
EXPIRES **March 31, 2024**

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

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



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

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN

0002003900000527

(Cut or Fold Here)

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

JULIA TOBIN

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

890244
CERTIFICATION NUMBER

5410
EXAM FORM NUMBER

1/29/2020
DATE OF EXPIRATION
Local laws apply. Check with your local health department for recertification requirements.

1/29/2025
DATE OF EXPIRATION



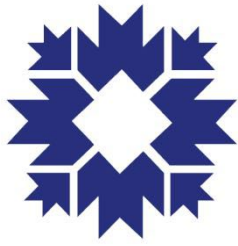
#0655

Sherman
Association Solutions



In accordance with the ANSI Accredited Program logo and the ServSafe logo are trademarks of the NRAEF, National Restaurant Association® and the arc design.

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.



**CITY OF
BLOOMINGTON**
ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event: Push Cart in Right of Way
PW Resolution No: 2023-15
Petitioner/Representative: Linda Lewis, Owner of Rasta Pops, LLC
Staff Representative: Susan Coates
Meeting Date: 4/11/2023

Rasta Pops, LLC, by its owner, Linda Lewis, has applied for a Push Cart Vendor License to operate a food push cart. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will be selling food via a mobile pushcart.

This application is for 6 months.

Staff is supportive of the request.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2023-15
Push Cart in Public Right of Way
Rasta Pops, LLC**

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

WHEREAS, Rasta Pops, LLC (“Vendor”), is seeking a Push Cart Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile pushcart for 6 months beginning on 5/1/2023, and ending on 10/31/2023.
2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.
3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
 - c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

RESOLUTION 2023-15

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

ADOPTED THIS THE 11th DAY OF APRIL, 2023.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

Jennifer Lloyd, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2023-15 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Linda Lewis

Date: _____

Res. No. 23-15.



CITY OF BLOOMINGTON

PUSHCART LICENSE APPLICATION

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

May - Oct
per #1200
- 3/20/23
CK# 424

1. License Length and Fee Application

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

2. Applicant Information

Name:	Linda Lewis / Iuri Santos	
Title/Position:	Owners	
Date of Birth:	8/8/66	
Address:	812 S. Henderson St.	
City, State, Zip:	Bloomington IN 47401	
E-Mail Address:	linda.l.lewis@66@gmail.com	
Phone Number:	812.219.6611	Mobile Phone: Same

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

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

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

Received in ESD
MAR 20 2023

4. Company Information

Name of Employer:	Rasta Pops			
Address of Employer:	812. S. Henderson St.			
City, State, Zip:	Bloomington IN			
Employment Start Date:	May 2016	End Date (If known):		
Phone Number:	812. 219.6611			
Website / Email:	rastapops.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
	<input type="checkbox"/> Other:			

5. Company Officer Information

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

Name	Address
Linda Lewis	812 S. Henderson St
Iuri Santos	Bloomington IN
	47401

6. Company Incorporation Information (For Corporations and LLC's Only)

Date of incorporation or organization:	7/2/16
State of incorporation or organization:	IN
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:	Varies		
Place or places where you will conduct business (If private property, attach written permission from property owner):	Food truck friday, bloomington approved locations in city		
Scaled site plan showing the location of the proposed pushcart and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach		
Have you had a similar license, either from the city Bloomington, or a different municipality, revoked?	<table border="1"> <tr> <td>Yes</td> <td>No <input checked="" type="checkbox"/> NO</td> </tr> </table>	Yes	No <input checked="" type="checkbox"/> NO
Yes	No <input checked="" type="checkbox"/> NO		
(If Yes) Provide details			

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

<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.30.090 of the Bloomington Municipal Code: • Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate • Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of your business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of your Employer ID number 47-103420610
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input type="checkbox"/>	Fire inspection (if required) NA
<input checked="" type="checkbox"/>	Picture of pushcart
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler

For City of Bloomington Use Only

Date Received:	Received in ESD:	Received By:	Date Approved:	Approved By:
MAR 20 2023		<i>Coate Steates</i>		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2022

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 Shine Insurance Agency PO BOX 5187 Bloomington IN 47407	CONTACT NAME: Lorilyn Perhay PHONE (A/C, No, Ext): (812) 679-8779 FAX (A/C, No): E-MAIL ADDRESS: lorilyn@shineinsurance.com														
INSURED Rasta Pops, LLC 812 S Henderson St Bloomington IN 47401-4841	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: WEST BEND MUT INS CO</td> <td style="text-align: center;">15350</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: WEST BEND MUT INS CO	15350	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSUR LTR	TYPE OF INSURANCE	POLICY PERIOD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSUR	WVD					
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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		2113245	01/06/2023	01/06/2024	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG						\$ 100,000 \$ \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$						EACH OCCURRENCE AGGREGATE	\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <small>(Mandatory in IN)</small> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$

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

City of Bloomington is an Additional Insured, for liability coverage, as listed on West Bend Policy 2113245

CERTIFICATE HOLDER City of Bloomington 401 N Morton St Bloomington IN 47404	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 <p style="text-align: center;"><i>Lorilyn Perhay</i></p>
---	--

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**JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON**

401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Linda Lewis
Name, Printed

[Signature]
Signature

3/17/23
Date Release Signed

State of Indiana
Office of the Secretary of State
CERTIFICATE OF ORGANIZATION
of
RASTA POPS LLC

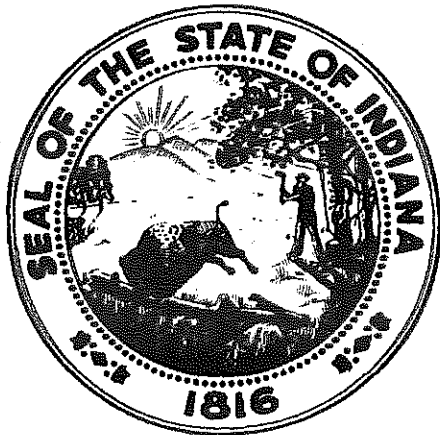
I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, June 03, 2014.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, June 04, 2014

Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): City of Bloomington 401 N Morton St, Bloomington, IN 47404-3729</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

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DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT

p 812.349.3418
f 812.349.3520

Prohibited Location Agreement

Bloomington Municipal Code Section 4.30.130 prohibits Pushcarts from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

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

- € No pushcart shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works
- € No pushcart serving food or beverages shall operate within fifty feet of any façade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the pushcart is currently conducting business. The distance restriction only applies from an hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building
- € No pushcart shall locate in a street, street median strip or alleyway
- € Pushcarts shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows
- € No pushcart shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works
- € No pushcart shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public
- € No pushcart shall be located within fifteen feet of any fire hydrant
- € No pushcart shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional
- € Pushcarts shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the pushcart to locate on said property
- € No pushcart operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code
- € No pushcart shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways

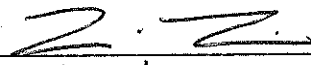
€ No pushcart shall locate on the B-Line Trail except in the following permitted areas:

- o Between the north side of Dodds Street and the south side of 2nd Street
- o Between the north side of 3rd Street and the south side of 4th Street
- o Between the north side of 6th Street and the south side of Fairview Street

I, the undersigned, understand that if I locate my pushcart in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name: Linda Lewis (Rasta Pops)

Signature: 

Date: 3/17/23



JOHN HAMILTON
MAYOR
CITY OF BLOOMINGTON

401 N Morton St Suite 130
PO Box 100
Bloomington IN 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p 812.349.3418
f 812.349.3520

Standard of Conduct Agreement

Bloomington Municipal Code Section 4.30.150 provides Standards of Conduct for all Pushcarts. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

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

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

- € Each pushcart shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Pushcarts which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
 - Be placed approximately 20 feet from a building or structure
 - Provide a barrier between the grill or device and the general public
 - The spark, flame or fire shall not exceed 12 inches in height
 - A fire extinguisher shall be within reaching distance of the pushcart operator at all times
- € Pushcart operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out on City property, including, where possible, the removal of the pushcart and cessation of such sales
- € No pushcart shall ever be left unattended
- € Pushcarts shall not be stored, parked or left overnight on any City property
- € All pushcarts which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap.
- € Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All pushcart operators are required to collect and pay all applicable and appropriate sales taxes
- € No pushcart shall provide customer seating unless approval has been given by the City's Board of Public Works and the City's Planning and Transportation Department
- € All pushcarts shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All pushcarts shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No pushcarts shall have a drive-thru
- € The decibels of any generator(s) associated with a pushcart shall not exceed "70dBA".
 - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the noise is being emitted on a sound level meter operated on the "A" weighting network (scale).
 - No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
 - Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
 - The sound level measurement shall be determined as follows:
 - Calibrate the sound level meter within one (1) hour before use.
 - Set the sound level meter on the "A" weighted network at slow response.
 - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein.


The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.

- Recalibrate the sound level meter after use.
- o It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement

I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Pushcart License, as so described in Chapter 4.30 of the Bloomington Municipal Code.

Vendor:

Name: Linda Lewis (Rasta Pops)

Signature: 

Date: 3/17/23



RASTA POPS
BRAZILIAN FUSION ICE POPS

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
6/4/2014 8:41 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Business Flexibility Act.

ARTICLE I - NAME AND PRINCIPAL OFFICE

RASTA POPS LLC

812 S. HENDERSON, BLOOMINGTON, IN 47401

ARTICLE II - REGISTERED OFFICE AND AGENT

LINDA LEWIS

812 S. HENDERSON, BLOOMINGTON, IN 47401

ARTICLE III - GENERAL INFORMATION

What is the latest date upon which the entity is to Perpetual
dissolve?:

Who will the entity be managed by?: Members

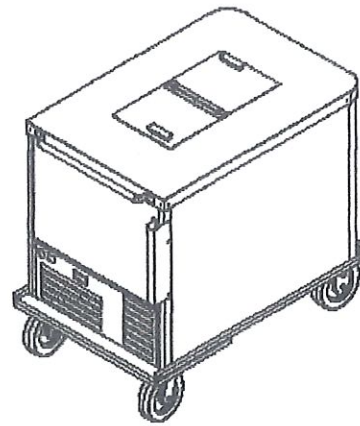
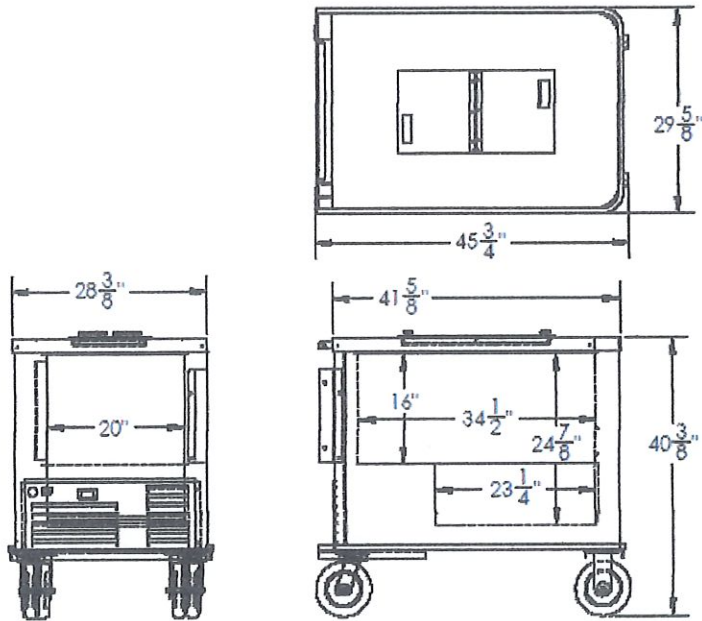
Effective Date: 6/3/2014

Electronic Signature: LINDA LEWIS

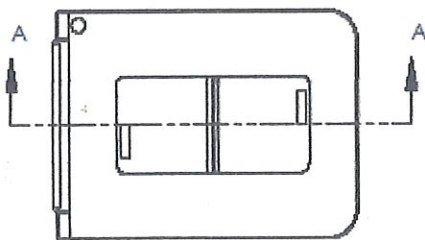



TurnKeyParlor.com
 Ice Cream Equipment Superstore

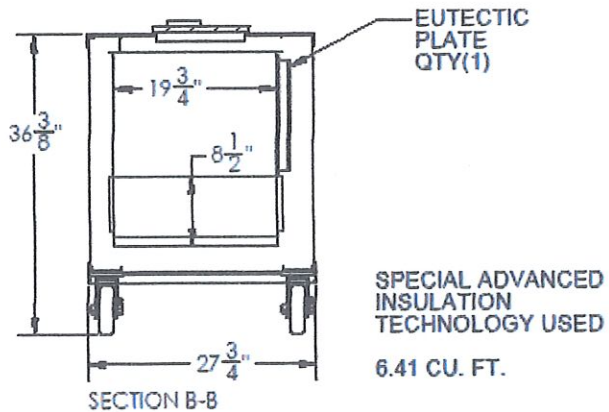
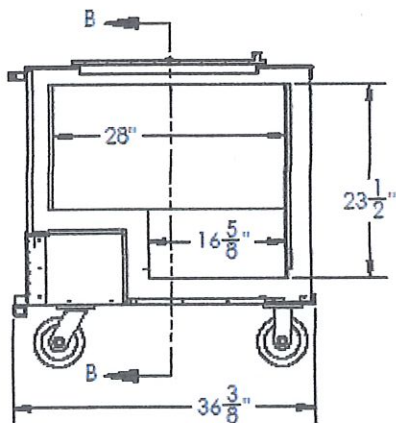
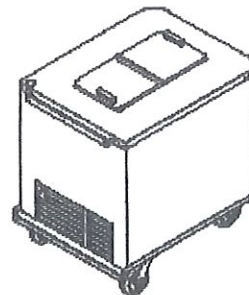
Energy efficient means saving more than money, we're saving the earth as well



Hi8 or BDC8



Hi6 or BDC6S



Monroe County Health Department

This is to certify that:

RASTA POPS (PUSH CART)

LINDA LEWIS

2361 W. RAPPEL AVENUE - ONE WORLD
BLOOMINGTON, IN 47404

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

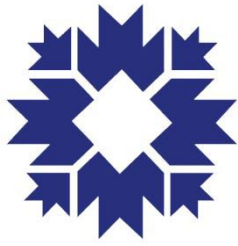


Issued: FEB 27 2023

By *Thomas W. Maynard*
Monroe County Health Officer

2023

NON-NEGOTIABLE AND NOT TRANSFERABLE PERMIT EXPIRES FEBRUARY 29, 2024



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

Project/Event: Mobile Vendor in Right of Way
PW Resolution No: 2023-16
Petitioner/Representative: Hallie Baumann, Owner of Bloom Burger
Staff Representative: Susan Coates
Meeting Date: 4/11/2023

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

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

This application is for 1 year.

Staff is supportive of the request.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2023-16
Mobile Vendor in Public Right of Way
Bloom Burger**

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

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

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen and food truck for 1 year beginning on 4/11/2023, and ending on 4/11/2024.
2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.
3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:
 - a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
 - b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
 - c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.

RESOLUTION 2023-16

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

ADOPTED THIS THE 11th DAY OF APRIL, 2023.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Elizabeth Karon, Vice-President

Jennifer Lloyd, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2023-16 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Hallie Baumann

Date: _____

Date: 3/20/23.

Bloom Burger

Res. 23-16



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

Pol #350
2/20/23
CK #104

1. License Length and Fee Application

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

2. Applicant Information

Name:	Hallie Baumann		
Title/Position:	Owner		
Date of Birth:	7/26/92		
Address:	4907 E Bethel Ln		
City, State, Zip:	Bloomington, IN 47408		
E-Mail Address:	info@bloomburger-truck.com		
Phone Number:	812-269-6049	Mobile Phone:	913-593-1307

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

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

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

Received in ESD

MAR 20 2023

4. Company Information

Name of Employer:	Bloom Burger			
Address of Employer:	4907 E Bethel Ln			
City, State, Zip:	Bloomington, IN 47408			
Employment Start Date:	4/2022	End Date (If known):		
Phone Number:	812-269-6049			
Website / Email:	www.bloomburgertruck.com / info@bloomburgertruck.com			
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
Hallie BAUMANN	4907 E Bethel Ln, Bloomington, IN 47408

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

Date of incorporation or organization:	12/7/2021
State of incorporation or organization:	Indiana
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Planned hours of operation:	11am-9pm
Place or places where you will conduct business (If private property, attach written permission from property owner):	Fifth-Third Bank 3200 E 3 rd St Bloomington, IN 47401
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	



CUSTOMER NAME: HALLIE MARIAN BAUMANN
Make: FRT
Year: 2007
Model: CHASSIS M LINE WALK-IN VAN
VIN/HIN: 4UZAAPDH07CY23445
Plate Number: BLMBRGR
LAST RENEWAL DATE: 02/22/23
EXPIRATION DATE: 02/21/24

2024 Registration Fees

AGE:	17
VEHICLE EXCISE TAX:	\$42.00
COUNTY VEHICLE EXCISE/WHEEL TAX:	\$25.00
MUNICIPAL VEHICLE EXCISE/WHEEL TAX:	\$0.00
GROUP FEE:	\$0.00
SPECIAL REG. FEE:	\$0.00
REG. FEE:	\$30.35
TRANSPORTATION INFRASTRUCTURE IMPROVEMENT:	\$15.00
SUPPLEMENTAL FEE:	\$0.00
ADMIN:	\$45.00
Total:	\$157.35

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

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

*expired -
3/27/23*

For City Of Bloomington Use Only

Date Received:	Received By: <i>[Signature]</i>	Date Approved:	Approved By:
----------------	------------------------------------	----------------	--------------

Received in ESD

MAR 20 2023

State of Indiana
Office of the Secretary of State

Certificate of Organization
of
BLOOM BURGER LLC

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

NOW, THEREFORE, with this document I certify that said transaction will become effective Tuesday, December 07, 2021.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 07, 2021.

A handwritten signature in cursive script that reads "Holli Sullivan".

HOLLI SULLIVAN
SECRETARY OF STATE

202112071547071 / 9243006

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

APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
12/07/2021 10:30 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 202112071547071
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME BLOOM BURGER LLC
PRINCIPAL OFFICE ADDRESS 1254 S College Mall Rd, C-7, Bloomington, IN, 47401, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME Hallie Baumann
ADDRESS 1254 S College Mall Rd, C-7, Bloomington, IN, 47401, USA
SERVICE OF PROCESS EMAIL info@bloomburgertruck.com

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

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 12/07/2021
EFFECTIVE TIME 10:17AM

ARTICLE IV - GOVERNING PERSON INFORMATION

TITLE CEO
NAME Hallie Baumann
ADDRESS 1254 S College Mall Rd, C-7, Bloomington, IN, 47401, USA

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S) No
IS THE LLC A SINGLE MEMBER LLC? Yes

APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
12/07/2021 10:30 AM

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **December 7, 2021**.

THE UNDERSIGNED ACKNOWLEDGES THAT A PERSON COMMITS A CLASS A MISDEMEANOR BY SIGNING A DOCUMENT THAT THE PERSON KNOWS IS FALSE IN A MATERIAL RESPECT WITH THE INTENT THAT THE DOCUMENT BE DELIVERED TO THE SECRETARY OF STATE FOR FILING.

SIGNATURE

Hallie Baumann

TITLE

Member

Business ID : 202112071547071

Filing No : 9243006



STATE OF INDIANA

Eric J. Holcomb, Governor

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

Certification of Driver's Record

For: HALLIE MARIAN BAUMANN
DOB: 07/26/1992
STATUS: VALID as of 03/17/2023
NUMBER of DOCUMENTS: 1

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

Therefore, by my duly authorized representative, I certify this record by my signature and by the seal of the Indiana Bureau of Motor Vehicles this 17th of March, 2023.

Rebekah Erwin, Director of Driver Records





STATE OF INDIANA

BUREAU OF MOTOR VEHICLES

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

Eric J. Holcomb, Governor

Joe B. Hoage, Commissioner

Indiana Official Driver Record

As of 03/17/2023 12:43 pm

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

HALLIE MARIAN BAUMANN
1254 S COLLEGE MALL RD C-7
BLOOMINGTON, IN 47401

License number: 5340-23-2701
License type: DRIVERS
License expires: 07/26/2024
License status: VALID
SR22: Not needed

Birth date: 07/26/1992 Gender: FEMALE Current points: 0
Social Security #:

Physical Description: Height: 5'6" Weight: 195lbs Hair color: BLACK Eye color: BLUE Donor: T

Endorsements: None

Pending Endorsements: None

Restrictions: CORRECTIVE LENSES

Pending Restrictions: None

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

No Suspensions were found.

Pending Suspension Information
No Pending Suspensions were found.

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

Pending Disqualification Information
No Pending Disqualifications were found.

Out of State Withdrawal Information
No OOS Withdrawals were found.

Convictions -- (* indicates active points)

No Convictions were found.

Mailing Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
7	03/17/2023	4907 E BETHEL LN	BLOOMINGTON	IN	47408-9604
6	11/09/2017	1254 S COLLEGE MALL RD C-7	BLOOMINGTON	IN	47401
5	11/09/2017	1254 S COLLEGE MALL RD	BLOOMINGTON	IN	47401-6185
4	11/02/2017	1254 S COLLEGE MALL RD #C-7	BLOOMINGTON	IN	47401
3	01/31/2017	1389 W 86TH ST #137	INDIANAPOLIS	IN	46260
2	12/01/2015	2639 E 2ND ST APT 1	BLOOMINGTON	IN	47401
1	09/06/2013	9231 CENTRAL AVE	INDIANAPOLIS	IN	46240-1020

Legal Addresses

ID	Effective Date	Street Address	City	State	ZIP Code
6	11/09/2017	1254 S COLLEGE MALL RD C-7	BLOOMINGTON	IN	47401
5	11/09/2017	1254 S COLLEGE MALL RD	BLOOMINGTON	IN	47401-6185
1	09/06/2013	9231 CENTRAL AVE	INDIANAPOLIS	IN	46240-1020

Credential Issuance

Interim Credential Issue Date: 11/9/2017, Expiration Date: 12/9/2017, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 11245944

Interim Credential Issue Date: 11/9/2017, Expiration Date: 12/9/2017, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 11245823

Issue Date: 11/09/2017, Issue Drivers, DRIVERS, Endorsements: None, Restrictions: B, Expiration Date: 07/26/2024

Issue Date: 12/09/2015, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 09/30/2016

Interim Credential Issue Date: 1/24/2014, Expiration Date: 2/23/2014, Reason: DUPLICATE DL, IN-STATE, Control #: 5559431

Issue Date: 01/24/2014, Duplicate License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 09/30/2016

Interim Credential Issue Date: 9/6/2013, Expiration Date: 10/6/2013, Reason: NEW ISSUE DL, OUT-OF-STATE, Control #: 5127821

Issue Date: 09/06/2013, Issue Drivers, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 09/30/2016

Remarks

Remark Date:09/15/2016 Moved to GA 9/15/2016 12:00:00 AM

* End of Driver Record *

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET


COMPANY PERFORMING INSPECTION KEN'S WESTSIDE SERVICE & Towing
INSPECTOR'S NAME MIKE D. INSPECTOR'S PHONE # 812-336-9050
DATE OF INSPECTION 3-08-2023
TAXICAB COMPANY _____
VEHICLE YEAR 2007 MAKE FREIGHTLINER MODEL MT45
VIN 4UZAAPDH07CY23445

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

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

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

Additional Comments by Inspector: _____

Inspector Signature  michael Diamond

Date: 3-8-2023

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



Service Ticket No. : ST00300685

Date : 3/9/2023

Frequency : Semi-Annual

Service Ticket No. : ST00300685

Inspection Contract No. :

PO No. :

RESTAURANT SYSTEM INSPECTION

Property	: Bloom Burger	Owner	: Bloom Burger
Address	: 2361 W Rappel Ave	Address	: 2361 W Rappel Ave
City	: Bloomington	City	: Bloomington
State	: IN	State	: IN
Zip	: 47404	Zip	: 47404
Phone	: 812-269-6049	Phone	: 812-269-6049
Food truck			

DEFICIENCIES

None found at time of inspection.

SYSTEM QUESTIONS

What is the frequency of this inspection?	Semi-Annual
System Manufacturer	Ansul
System size (in gallons)	3
Number of cylinders	1
Does the system have a battery? If yes - list in the comments the date on the battery.	No
Was the system disarmed for inspection?	Yes
Is the system tied into an alarm system? (Microswitch Tested)	No
Name of the person that put the alarm on test	N/A
Was the system tripped using a test link during service?	Yes
Was the system successfully activated via the remote manual pull?	Yes
Did all shutdowns operate properly (including proper response from exhaust fans and make-up air)? Was it also confirmed that fuel and power have been restored?	Yes
Is all piping and conduit secure?	Yes
Was a piping blow out performed?	Yes
Were all nozzles clean and orifices clear of debris?	Yes
Does the system meet the requirements of UL300 or an equivalent standard?	Yes
How many total flow points are in the system?	11
Does the system have the correct nozzle type and are they properly aimed?	Yes
Were rubber blow off caps replaced (if applicable)?	N/A
Is the cartridge the proper type for the system?	Yes
Cartridge weight/pressure (ounces, grams, or PSI)	59 oz
Was the cartridge receiver gasket replaced (if applicable)?	Yes
Are the agent tank level(s) acceptable (if accessible)?	Yes
Regulator test date	03/2021

Last Hydro test date	03/2021
Was the burst disc replaced?	Yes
What is the level of grease accumulation in the hood(s)?	Less than 2000 microns
Was the system reset and placed back into service?	Yes
Are there any other deficiencies on the system?	No
What color tag was placed on the system upon completion of the inspection?	Yellow

HOOD QUESTIONS

Description of hood(s) protected by this system	Main hood
Length of Hood(s) (ft/in)	9'
Quantity of ducts (for all hoods protected by this system)	1
Duct dimensions (in inches)	14 3/4" x 10"
Are all grease-producing appliances located under the hood?	Yes
Does the appliance lineup appear to have changed since last inspection?	First Inspection
Appliance lineup for each hood protected (from left to right) - TAKE A PICTURE OF EACH LINEUP	Fryer x 2, 2 burner range, griddle
Is there a 16in separation or a splash guard between any fryer and appliance using a surface flame?	Yes
Location of gas valve (if applicable)	Underneath 2 burner range

LINKS

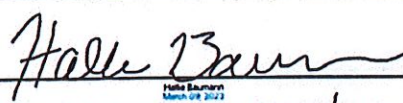
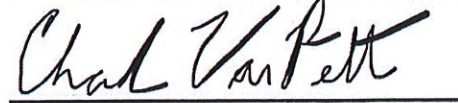
Links Used	
Date of fusible links installed	03/2023
Common Links	
Quantity of 500 ML links installed	3

AGREEMENT

Please read carefully. We are not an insurer. Our maximum liability is limited to \$250.00. Vendor shall not be responsible for the improper operation of any inspected equipment that, after serviceman has left premises, has been discharged, vandalized, tampered with or damaged. User acknowledges receipt of copy.

This report was reviewed with:

Koorsen Fire & Security.

Print Name : Hallie BaumannTechnician : Chad VanPeltSignature : 
Hallie Baumann
March 09, 2023
ST00300685 - By signing above, I agree to the terms & conditions & acknowledge that this report has been completed per the order, on the date & time.Signature : Date : 3/9/2023Date : 3/9/2023

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

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

RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

Hallie Baumann
Name, Printed

Hallie Baumann
Signature

3/8/2023
Date Release Signed

EIN: 87-3862539

TID: 0174009887

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

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

Prohibited Location Agreement

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

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

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

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

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

Vendor:

Name: Hallie Baumann

Signature: Hallie Baumann

Date: 3/8/2023

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

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

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: Hollie Baumann

Signature: Hollie Baumann

Date: 3/8/2023



Mobile Food Service Establishment License

Monroe County Health Department

This is to certify that:

BLOOM BURGER
HALLIE BAUMANN
2361 W. RAPPEL AVENUE - ONE WORLD
BLOOMINGTON, IN 47403

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



Issued: **FEB 17 2023**

Thomas W. Shea

By _____

Monroe County Health Officer

2023

NON-NEGOTIABLE AND NOT TRANSFERABLE

PERMIT EXPIRES FEBRUARY 29, 2024

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

HALLIE BAUMANN

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

20445476

CERTIFICATE NUMBER

4/15/2021

DATE OF EXAMINATION

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

10751

EXAM FORM NUMBER

4/15/2026

DATE OF EXPIRATION



#0655

Sherman Brown
Executive Vice President, National Restaurant Association Solutions



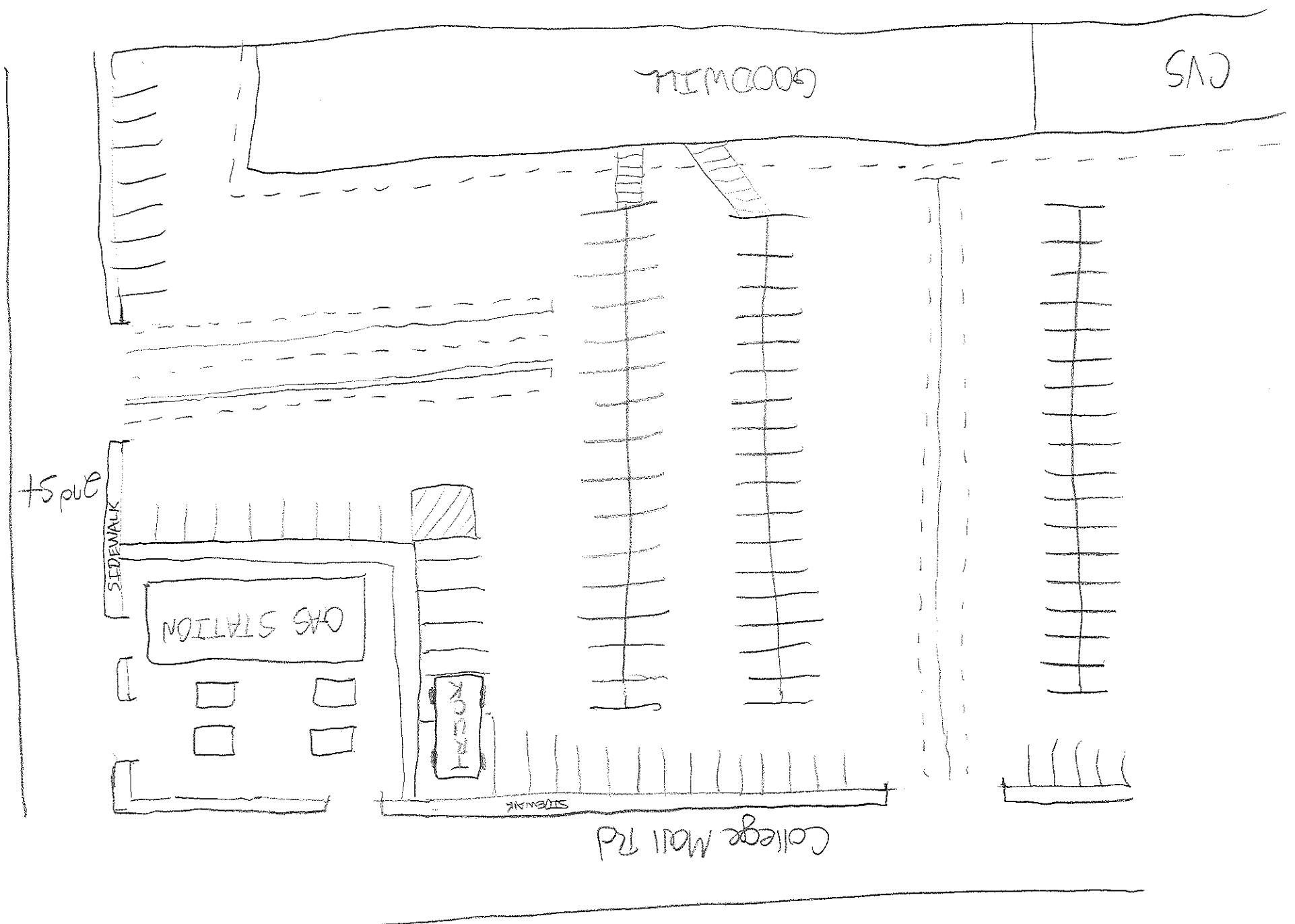
In accordance with Maritime Labour Convention 2006, Resolution ADM/N 058-2013 (Regulation 3.2, Standard A3.2).

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This document cannot be reproduced or altered.
17110811

v.1711

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.



1:02



Food truck vendor

External

Inbox



Lisa Miller Mar 29, 2022



to me ^

From Lisa Miller lmiller@goodwillindy.org

To info@bloomburgertruck.com

Date Mar 29, 2022 at 8:47 AM



Standard encryption (TLS)

[Learn more](#)

Hello,

We have received approval to allow your business to come park at our store. We would need a certificate of liability when you come to the store. Please let me know if you would be interested in scheduling this event. I can be reached at 812-269-3189 if you have any questions. We look forward to hearing from you.

Thank you

...



me Mar 30, 2022





Board of Public Works Staff Report

Project/Event:	Disposal of Surplus Items by the City of Bloomington Street Division
Staff Representative:	Joe Van Deventer
Meeting Date:	April 11, 2023

The City of Bloomington, Department of Public Works, Street Division, is in possession of traffic signal poles, mast arms, ped heads and heads that have reached the end of their service lives, are scrap metal and may be recycled.

Recommendation and Supporting Justification:

Under Indiana Code § 5-22-22-7, the City of Bloomington Board of Public Works may determine these devices to be surplus property and sell the surplus property at a private sale or transfer the property, as the property has been collected in conjunction with a recycling program and may be recycled.

**RESOLUTION 2023-19
TO DESIGNATE SURPLUS PROPERTY FOR TRANSFER**

WHEREAS, the City of Bloomington, Department of Public Works, Street Division, is in possession of traffic signal poles, mast arms, ped heads and heads that have reached the end of their service lives, are scrap metal and may be recycled; and

WHEREAS, the Street Division wishes to sell the surplus property to a scrap metal recycling company; and

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

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

1. The City of Bloomington property described in Exhibit A is hereby declared surplus.
2. The Street Division shall sell the items described using a recycling program within thirty (30) days of this Resolution being signed by the City of Bloomington Board of Public Works.

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

Kyla Cox-Deckard, President

Elizabeth Karon, Vice President

Jennifer Lloyd, Secretary



City of Bloomington

Disposal / Surplus / Trade In Form

DEPT: Public Works - Street Division

LOCATION: 1981 S Henderson Street

DEPT. HEAD / DIVISION DIRECTOR: Adam Wason/JoeVanDeventer

PAGE NO. 1 of 1

DATE: 4/6/2023

PHONE: 812-349-3448

EMAIL: workmand@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
3. Traffic Signal Poles - 36"	6	End of Service Life			<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	JB Salvage	\$600.00	03/30/23
4. Traffic Signal Poles - 30"	8	End of Service Life			<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	JB Salvage	\$800.00	03/30/23
5. Traffic Signal Mast Arms	9	End of Service Life			<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	JB Salvage	\$630.00	03/30/23
Traffic Signal Ped Heads	7	End of Service Life			<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	JB Salvage	\$35.00	03/30/23
7. Traffic Signal Heads	7	End of Service Life			<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Dispose	JB Salvage	\$35.00	03/30/23
8.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
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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			
15.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			
16.					<input type="checkbox"/> Sell <input type="checkbox"/> Trade <input type="checkbox"/> Transfer <input type="checkbox"/> Dispose			



Board of Public Works Staff Report

Project/Event: Express Employment Professionals/Scooter Enforcement Program
Petitioner/Representative: Public Works , Michelle L. Wahl, CAPP
Staff Representative: Michelle L. Wahl
Date: April 11, 2023

Report:

We will be hiring two scooter enforcement officers through a temporary employment agency.

We recommend using an approved vendor Express Employment Services.

Total cost: Two officers for 25 hours a week at \$15.75 an hour not to exceed \$15,500.

Recommend **Approval** **Denial by:** Michelle Wahl

**SERVICE CONTRACT BETWEEN CITY OF BLOOMINGTON PARKING SERVICES
DEPARTMENT AND EXPRESS EMPLOYMENT PROFESSIONALS**

THIS AGREEMENT is entered into by and between the City of Bloomington Parking Services Department (hereinafter referred to as “City”), and Express Employment Professionals, a for-profit corporation duly incorporated in the State of Indiana with its principal place of business located at 333 Winslow Plaza, Bloomington, Indiana (hereinafter referred to as “Service Provider”).

WITNESSETH:

WHEREAS, the City requires part-time parking enforcement specialists for scooter enforcement in the City of Bloomington and the City has available sums and is willing to compensate Service Provider in exchange for said scooter enforcement services; and

WHEREAS, Service Provider is a staffing provider that can provide, among other things, scooter enforcement services, and Service Provider is willing and able to perform the requested scooter enforcement services for and on behalf of the City.

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

1. **Agreement Price:** The cost to the City for all scooter enforcement services provided by Service Provider during the term of this agreement shall be Fifteen Dollars and Seventy-Five Cents (\$15.75) per hour, for two persons, for Twenty-Five Hours (25) per week. However, under no circumstance shall the compensation associated with this Agreement exceed Fifteen Thousand Five Hundred Dollars and No Cents (\$15,500.00). No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein.
2. **Term of Agreement.** The term of this Agreement shall be from the date of last signature indicated below through to and including December 31, 2023. Early termination of the Agreement may occur for any violation of the Agreement’s terms and conditions or for any other reason deemed appropriate by the party effectuating the termination.
3. **Scope of Work.** The Service Provider will perform all work described in the proposal which is attached hereto, marked as Exhibit “A” and by this reference incorporated herein. The Service Provider will perform scooter enforcement services for a total of fifty hours per week (two persons at 25 hours per week each) so long as this Agreement is in effect.
4. **Standard of Care.** The Service Provider shall be responsible for completion of the work described in Exhibit A in a manner to meet the highest professional standards consistent with the Service Provider’s profession in the location and at the time the

work is performed. The City shall be the sole judge of the adequacy of the Service Provider's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.

5. **Payment.** The Service Provider and the City agree that any and all work performed shall be performed in accordance with the rates noted in Exhibit "A". Prior to receiving payment, the Service Provider shall provide a detailed billing statement in the form of an invoice describing the particular labor and services provided and the relevant rate for each service. The City shall pay said invoice within thirty (30) days of its receipt, provided that the Service Provider has successfully completed the agreed upon work to the City's satisfaction.
6. **Appropriation of funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth below.
7. **Termination.** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.
8. **Indemnification.** The Service Provider agrees, but not by way of limitation, to protect, indemnify, and hold harmless the City of Bloomington, its Boards, departments, officers, commissioners, and employees, against any and all loss, claims, or suits (including costs and attorney fees) for or on account of any injury to or death of persons, sickness, disease or loss, damage or destruction of any real or personal property in connection with the performance required under this Agreement.
9. **Insurance.** *Before commencing work* the service provider shall furnish the City with certificates showing that the following insurance is in force. Policies shall be submitted for approval of the City and shall be endorsed to provide that the policies will not be cancelled or changed until ten (10) days after written notice of change or cancellation has been delivered to City. Coverage shall be at least as follows:
 - a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
 - b. Automobile Liability Insurance with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
 - d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Insurance Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the

officers, employees and agents of each shall be named as insureds under the General Liability and Automobile Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

10. **Subcontracts and Assignments.** No subcontract or assignment of this Agreement shall be made without the prior written consent of the City.
11. **Independent Contractor Status.** During the entire term of this Agreement, the Service Provider shall be and is an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City.
12. **Conflict of Interest.** The Service Provider declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of work required under this Agreement. The Service Provider agrees that no person having any such interest shall be employed in the performance of this Agreement.
13. **Waiver.** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.
14. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a material portion or provision of this Agreement be determined void.
15. **Assignment.** Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, the Service Provider may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no

assignment will release or discharge the assignor from any obligation under this Agreement.

16. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Service Provider.
17. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.
18. **Non-Discrimination.** The Service Provider shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in employment.
19. **Compliance with Laws.** In performing the work under this Agreement, the Service Provider shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, the Service Provider shall advise the City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, the Service Provider shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
20. **Notices.** Any notice required by this Agreement shall be made in writing to the addresses specified below:

City:
Michelle Wahl
Parking Services Department
401 North Morton Street
Bloomington, IN 47404

Service Provider:
Tim Tucker
Express Employment Professionals
333 Winslow Plaza
Bloomington, IN 47401

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

21. **Intent to be Bound.** The City and the Service Provider each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
22. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Service Provider. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

23. **Verification of New Employees' Employment Status.** The Service Provider 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). The Service Provider shall sign an affidavit, attached as Exhibit "B", affirming that the Service Provider does not knowingly employ any 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.

The Service Provider 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 Service Provider or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Service Provider or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Service Provider or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Service Provider 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 Service Provider or its subcontractor did not knowingly employ an unauthorized alien. If the Service Provider or its subcontractor fails to remedy the violation within the thirty (30) 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 Service Provider. If the City terminates the Agreement, the Service Provider or its subcontractor is liable to the City for actual damages.

The Service Provider shall require any subcontractors performing work under this Agreement to certify to the Service Provider 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. The Service Provider shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

24. **Non-Collusion.** Service Provider is required to certify that it has not, nor has any other member, representative, or agent of Service Provider, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider shall swear under oath, via signed affidavit, attached as Exhibit "C" and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.
25. **Change of Ownership.** In the event that the ownership of the Service Provider changes during the term of this Agreement, the Service Provider shall notify the City as such. The City shall have the right to terminate the Agreement upon a change in

ownership of the Service Provider. If the City decides not to terminate the Agreement upon a change in ownership, the new owner must execute an amendment to this Agreement in order to maintain the Service Provider's eligibility to perform under this Agreement.

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

City of Bloomington:

Michelle Wahl, Director
Parking Services Department

Date

Express Employment Professionals:

Tim Tucker
Express Employment Professionals

Date

EXHIBIT A SCOPE OF SERVICES

Scope of Services shall include:

Temporary Scooter Enforcement Services for the City of Bloomington. Scooter enforcement specialists shall patrol streets, alleys, city-owned parking lots, and neighborhoods, bike racks, and sidewalks and any City area that the presence of a scooter prevents or impedes the continual flow of pedestrian and vehicular traffic. This includes making sure the scooters are not impeding ADA travel paths and moving/impounding them to not block travel. Responsible for citing/documentation of all scooter violations, photographing violation and recording/logging each incident by serial number, per Scooter Company. Scooter enforcement specialists shall patrol designated parking areas, including parking lot(s), metered areas, and limited parking and neighborhood zone areas. When required, prepares and issues citations pursuant to Title 15 in the Bloomington Municipal Code on handheld unit which records the information in City of Bloomington Citation management software system. Takes all reasonable steps to maintain a safe work environment while driving a City vehicle, during all inclement weather conditions, while setting up for special events, and while doing physical activities.

Days and Hours:

Scooter Enforcement Specialist #1 - Monday – Friday from 9:00 am – 2:00 pm; and
Scooter Enforcement Specialist #2 - Tuesday – Saturday from 3:00 pm – 8:00 pm



Board of Public Works Staff Report

Project/Event: Samsara Fleet Technologies – Free Hardware Use & Trial Agreement

Petitioner/Representative: Fleet Division

Staff Representative: Cory Snider, Fleet Manager

Date: April 11, 2023

Report: Staff at both the Fleet Division and Department of Public Works Administrative Division have jointly been researching “Smart City” technologies, which strive to combine data and digital communications together in order to make better, informed management decisions and improve the quality of life in communities. Telematics software systems are one such Smart City technology that might have beneficial applications for the City of Bloomington’s fleet operations.

Essentially, telematics are technology solutions that allow vehicles to transmit and receive real-time data via cellular and satellite networks, as well as utilize Global Positioning Systems (GPS). Telematics provides a number of highly valuable data points for fleet management, such as vehicle location, speed, acceleration or braking, idling time, fuel consumption, faults or problems, and a host of other information.

One vendor that the Fleet Division has researched is Samsara, a national fleet telematics provider. In the course of recent product overviews and discussion, Samsara offered the Fleet Division an opportunity to install their telematics hardware and equipment on City vehicles as part of a free trial offer. This would allow for City staff to evaluate the telematics system at no cost, in a real-time context and in the fleet’s current Bloomington operational environment.

Personnel from the vendor will be on site to install the hardware and equipment, plus during this time will also be available to meet with Fleet Division staff, demonstrate the system live, and answer questions.

Staff recommends approval of this free trial agreement in order for this system to be fully analyzed and evaluated.

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/6/2023	Payroll				510,468.18
					<u>510,468.18</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 \$ 510,468.18

Dated this 11th day of April 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 _____

Memo

TO: Board of Public Works

FROM: Planning and Transportation Department
With Information from the Economic and Sustainable Development Department

Date: Wednesday, April 5, 2023

RE: City of Bloomington Shared Micro-Mobility Recommendations

EXECUTIVE SUMMARY

Since shared e-scooters first came to Bloomington in 2018, residents benefitted from a new convenient mode of transportation. With that came lower transportation costs, quicker commutes, and environmental benefits.

There are, however, two main drawbacks that have arisen due to the prevalence of e-scooters:

1. Rider and pedestrian safety, and
2. Parking and pedestrian accessibility

Regarding rider and pedestrian safety, pedestrian-friendly policies such as leading pedestrian intervals, protected intersections, and no-right-on-red intersections help prioritize vulnerable street users and increase safety for everyone. These larger policies, combined with short-term solutions such as recurring educational rider quizzes, collaborative protocols for highly attended events, and an increased amount of sit-down vehicles should result in a more seamless experience for both riders and non-riders in Bloomington.

To aid pedestrian accessibility due to improperly parked scooters, staff recommends implementing designated scooter parking corrals in high-use areas, geofencing appropriate parking areas, and enforcing vehicle fleet caps based on ride volume.

City staff collaborated significantly with Indiana University to craft these recommendations and discussed the feasibility of implementation with the operators. To adequately carry out the recommendations, staff recommends extending current licenses with pro rata fees through July 31, 2023 and enforce new licensing documentation with all changes effective August 1, 2023.

RIDER AND PEDESTRIAN SAFETY

2023 Recommendations	Details	Reasoning
Implement Pre-Ride Educational Quizzes	Operators will require riders to take semi-annual quizzes surrounding safe riding habits and rules of the road.	These quizzes are an efficient way to ensure that all riders understand the rules of the road, safe riding habits, and appropriate parking locations.

Adjust Hours of Operation	<p>Stand-up scooters: April – October: Operations restricted from 11:00pm-5:00am November-March: Operations restricted from 8:00pm-5:00am</p> <p>E-bikes and sit-down scooters: Operational 24/7</p>	As a compromise between both Indiana University (IU) and the City on how to best reduce late-night crashes involving shared micro vehicles, allow residents to access all modes of transportation, and create one standard policy within Bloomington, e-bikes and sit-down scooters will be operational 24 hours per day while stand-up scooters will be restricted during late hours.
Enforce a Minimum Number of Sit-Down Vehicles in Each Fleet	At least 25% of each operator’s fleet must consist of e-bikes or sit-down scooters. If at least 50% of an operator’s fleet consists of sit-down vehicles, the City will reduce operator fees from 15 cents per ride to 10 cents per ride for the entire fleet.	To make accessible transportation available 24 hours per day, the City and IU jointly agreed to impose a minimum required amount of sit-down vehicles available to the public.
Operator Helmet Certification	All helmets given out by operators must be authentically to code as defined by the U.S. Consumer Product Safety Commission	If operators choose to give away safety equipment, it should at least meet these safety standards.

PARKING AND PEDESTRIAN ACCESSIBILITY

2023 Recommendations	Details	Reasoning
Create Designated Parking Corrals	On-street scooter parking corrals in high-use areas will supplement existing bicycle racks and allow operators to stage their vehicles in and users to end their rides at locations designated for scooters.	Many cities with dockless e-scooter programs have already implemented corrals, which have reduced the amount of improperly parked scooters. ⁱ To maximize effectiveness, staff recommends installing a high frequency of corrals in high-use areas.
Geofence End-of-Ride Areas and/or Incentivize Appropriate Parking	Operators will be required to geofence corrals and bike racks as the only appropriate areas to end a ride or provide financial incentives for users who end rides in these areas.	Both strategies have improved parking behavior in other markets, and with various operator preferences, allowing operators to choose between the two will allow the City to see which strategy works best in Bloomington.
Enforce Vehicle Fleet Caps	Fleets will be capped at a maximum of 400 vehicles per operator. If the weekly average of trips per day per vehicle surpasses 2.0, fleet size may increase.	With all vendors operating at an annual average of one ride per vehicle per day or less, there is room to decrease the number of vehicles on the street without significantly affecting transportation accessibility for riders. All fleet increase proposals will need to be approved by the Board of Public Works.
Fine Operators for Improperly Parked Vehicles	Once the City and operators take measures to promote appropriate parking, operators with vehicles outside the designated parking area may be	As per the current e-scooter ordinance, the City may enforce fines upon operators with improperly parked vehicles. After parking corrals are installed and geofencing technology is implemented, all operator-owned vehicles should begin and end each trip within the designated areas. By continuing the current

	<p>fined.</p>	<p>Department of Public Works temporary labor program, designated City employees and contractors have authority to fine operators for improperly parked vehicles.</p>
<p>Create Special Event Protocols for Major Events</p>	<p>Operators will each submit protocols for highly attended events to seamlessly provide accessible and safe transportation.</p>	<p>Because 41% of e-scooter trips would have otherwise been taken in a car,ⁱⁱ encouraging patrons to use sustainable modes of transportation would relieve motor vehicle congestion and reduce the amount of carbon dioxide emitted.ⁱⁱⁱ IU plans to geofence the athletic complex area, which will necessitate plans on how to allow micro-mobile users to attend sporting events.</p>

LONG-TERM RECOMMENDATIONS

To promote walking, cycling, and scooter riding alike, City staff recommends the following general practices long-term.

Recommendations	Details	Reasoning
<p>Implement Leading Pedestrian Intervals</p>	<p>The City will consider changing high pedestrian-use signalized intersections to coincide with 3-5 second leading pedestrian intervals.</p>	<p>This practice has shown to reduce pedestrian-vehicle crashes by over 58% at treated intersections.^{iv} Additionally, because 67% of scooter and bicycle collisions occur at intersections, this implementation should significantly reduce the number of pedestrian, cyclist, and scooter rider collisions at signalized intersections.^v</p>
<p>Build Protected Intersections</p>	<p>For upcoming infrastructure projects, the City should construct protected intersections to prioritize the safety of vulnerable street users.</p>	<p>Intersections are by far the most frequent points of conflict between pedestrians, cyclists, scooter riders, and motor vehicles.^{vi} Protected intersections give these street users spatial priority and decrease crashes with motor vehicles.</p>
<p>Expand no-right- on-red Intersections</p>	<p>The City should analyze more signalized intersections to implement no-right-turn-on-red rules to motor vehicles.</p>	<p>60% of crashes involving e-scooters and motor vehicles occur on the right side of the motorist.^{vii} No-right-turn-on-red intersections create safer street crossings for all vulnerable street users.</p>
<p>Construct Physical Scooter Racks</p>	<p>As a next step to designated scooter parking corrals, the City should begin installing physical racks within these spaces.</p>	<p>Physical racks minimize fallen scooters, which is the main cause of accessibility and pedestrian conflicts.</p>
<p>Implement Universal Charging Stations</p>	<p>If micro electric vehicle ridership continues to rise, the City will consider installing charging stations to promote these modes of transportation.</p>	<p>In 2019 alone, over 136 million e-scooter and e-bike trips were made in the US, of which over 400,000 occurred in Bloomington. Additionally, e-bikes are the fastest growing mode of transportation and even outpaced electric car sales in 2021.^{viii}</p>

INDIANA UNIVERSITY RECOMMENDATIONS

Recommendations	Details
Reduce Speed Limits	IU staff prefers 10 mile per hour speed limits campus-wide for stand-up scooters.
Geofence Athletics Complex	The entire athletic complex will be fenced from any shared micro-mobile vehicle activity.

ⁱ 2019 *E-Scooter Findings Report*, City of Portland, Oregon, 2019. <https://www.portland.gov/sites/default/files/2020-09/appendix-b-e-scooter-parking-solutions.pdf>.

ⁱⁱ "Scooter Survey Report." Survey. *City of Bloomington*. March 2019. Accessed 5 Jan. 2023.

ⁱⁱⁱ Browne, Kerry, et al. "Zing E-Scooters to Reduce Carbon Emissions Attributable to the Transportation Sector in Santa Monica." *UCLA Institute of Transportation Studies*, 8 May 2020.

^{iv} Fayish, Aaron C., and Frank Gross. "Safety Effectiveness of Leading Pedestrian Intervals Evaluated by a before-after Study with Comparison Groups." *Transportation Research Record: Journal of the Transportation Research Board*, vol. 2198 no. 1, 1 Jan. 2010 pp. 15-22., <https://doi.org/10.3141/2198-03>.

^v Shah, Nitesh R., et al. "Comparison of Motor Vehicle-Involved e-Scooter and Bicycle Crashes Using Standardized Crash Typology." *Journal of Safety Research*, vol. 77, June 2021, pp. 217-228., <https://doi.org/10.1016/j.jsr.2021.03.005>.

^{vi} *Ibid.*

^{vii} 2019 *E-Scooter Findings Report*, City of Portland, Oregon, 2019. <https://www.portland.gov/sites/default/files/2020-09/appendix-b-e-scooter-parking-solutions.pdf>.

^{viii} Hurford, Molly. *New Research Shows that e-Bikes are Outpacing Car Sales in the US*. *Bicycling*, 3 Nov. 2022

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2023-20**

SHARED MICRO-MOBILITY DIRECTIVES

WHEREAS, the Board of Public Works (“Board”) supervises the City of Bloomington’s (“City”)’s streets, alleys, sidewalks, and rights-of-way; and

WHEREAS, residents have benefitted from e-scooters as a mode of transportation because of lower transportation costs, quicker commutes and environmental benefits; and

WHEREAS, some challenges have emerged associated with scooter use; and

WHEREAS, the challenges pertain to rider and pedestrian safety, and parking and pedestrian accessibility.

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

1. Shared-use motorized scooter operators (“Operators”) are required to have riders take no less frequent than semi-annual quizzes on safe riding habits and the rules of the road.
2. The hours of operation for shared-use motorized scooters are adjusted to approximate a “dawn to dusk” availability as follows: stand-up scooters: 5:00 a.m.-11:00 p.m. (April – October) and 5:00 a.m. – 8:00 p.m. (November – March); e-bikes and sit-down scooters: 24/7
3. At least 25% of an Operator’s fleet must consist of e-bikes or sit-down scooters. If an Operator’s fleet consists of 50% or more of sit-down vehicles, the City will reduce the Operator’s fees from 15 cents per ride to 10 cents per ride for the entire fleet. Operators will submit monthly reports specifying the distribution of each vehicle type.
4. All helmets provided by the Operators must be to code with the U.S. Consumer Product Safety Commission.
5. Existing bicycle racks will be supplemented by on-street corrals to accommodate parking of scooters.
6. Operators are to geo-fence corrals and bicycle racks as the only appropriate areas to end a ride or provide financial incentives to users who end rides in these areas.

7. Fleets are capped at a maximum of 400 vehicles per Operator. If the weekly average of trips per day per vehicle surpasses 2.0, an Operator may petition the Board of Public Works to increase its fleet size. Operators will submit monthly reports specifying the number of deployed devices.

8. Once the City and Operators take measures to promote appropriate parking, Operators with vehicles outside the designated parking area may be fined.

9. Operators are to submit protocols for highly attended events to seamlessly provide accessible and safe transportation.

ADOPTED THIS 11th DAY OF APRIL, 2023
BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Elizabeth Karon, Vice President

Jennifer Lloyd, Secretary



Board of Public Works Staff Report

Project/Event: Request from Artistic Concrete Design
Staff Representative: Jason Kerr
Petitioner/Representative: Vance Feutz
Date: April 11, 2023

Report: Artistic Concrete Design is requesting sidewalk closure in front of 309 E 6th St. This request is to accommodate work on reconstruction of the sidewalk in front of this address. Sidewalk detour will be in place during the length of the project which will be from 4/17/2023 to 4/21/2023.

Artistic Concrete Design has supplied maintenance of traffic plan for this work. They will also contact City of Bloomington Parking Services for any needs of metered parking spaces that may be used during the project.

April 2, 2023

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

Re: 309 E 6th Street sidewalk restrictions

Dear Board Members:

Artistic Concrete Design is planning to remove and install a new city sidewalk in front of 309 E 6th Street. There is roughly 30 to 35 lineal feet of sidewalk that needs replaced. The work will be performed for Horn Properties. We are requesting to close the sidewalk down on the South of the house at 309 E 6th Street. Sidewalk closed signs with detour arrows pointing to the other side of the road will be installed on barricades. Two parking meters may have to be rented on the day of the pour. The concrete truck will be able to park along the sidewalk and make the pour. No traffic control will be needed, but cones will be placed where the concrete truck will be. An aerial site drawing is attached with the placement of barricades and signs. This work should only take a weeklong. I look forward to hearing from you soon on a start date. Thank you for taking the time to look into this.

Kind regards,

Vance Feutz

Artistic Concrete Design Owner

||
Same as other
side

Sign on barricade that
indicates Sidewalk Closed.

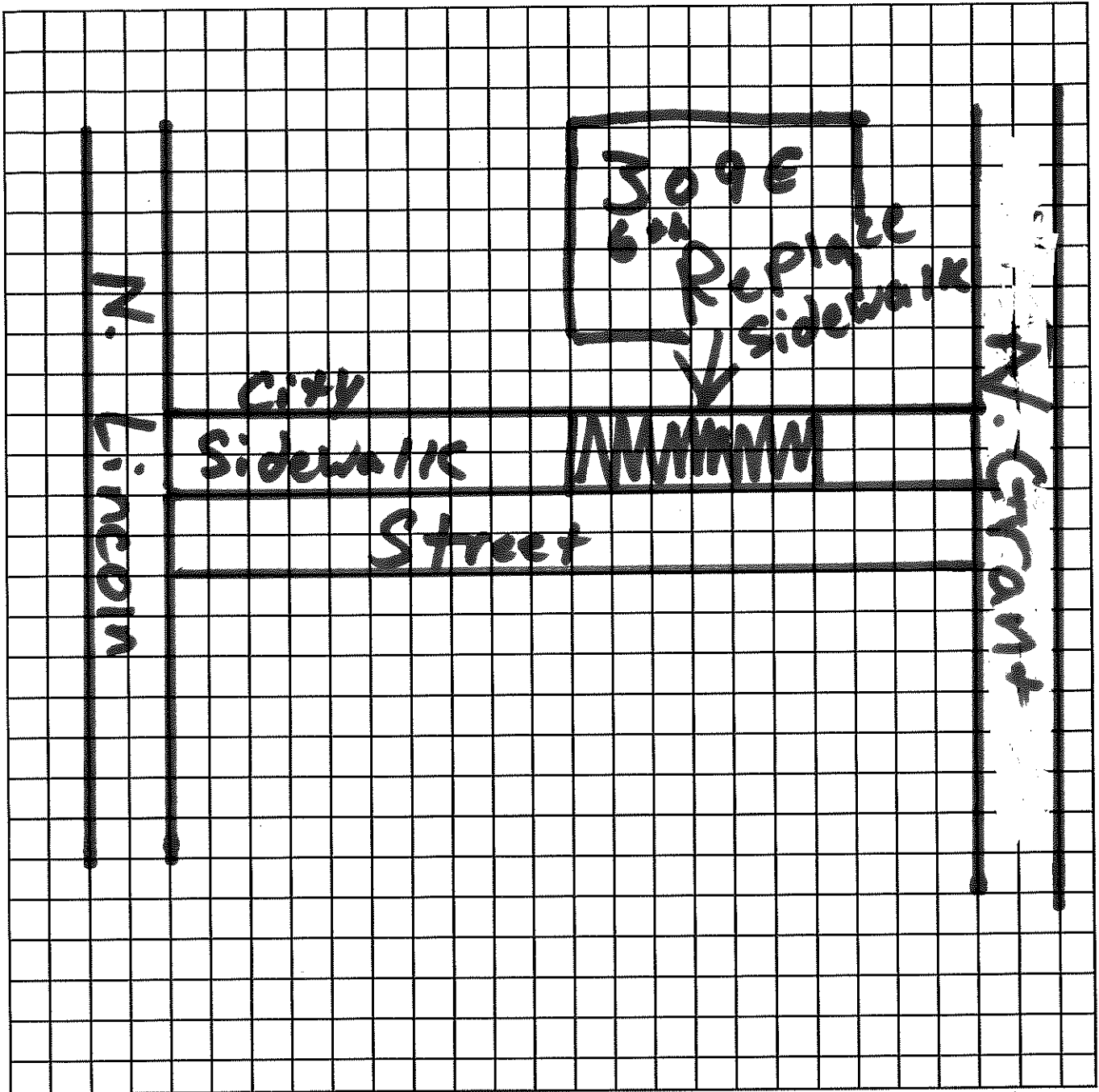
Signs in barricades that indicate
Sidewalk Closed Ahead Will detour →
to other sidewalk



Sign

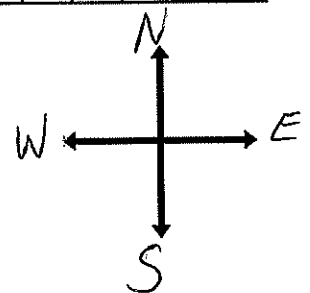
Sign
sidewalk closed ahead please use other side

- red marks indicate where barricades will be placed.



NOTES/ADDITIONAL INFORMATION/LEGEND:

The site is close to the Monroe County public library



Additional Temporary Traffic Control Resource(s):

MUTCD https://mutcd.fhwa.dot.gov/hm/2009/part6/part6_toc.htm



Board of Public Works Staff Report

Project/Event: Request from Gilliatte General Contractors
Staff Representative: Jason Kerr
Petitioner/Representative: Tom Ritman
Date: April 11, 2023

Report: Gilliatte General Contractors is requesting lane closures and sidewalk closures for reconstruction of sidewalk along E 3rd St. This work will be in front of both of the new buildings at 325 E 3rd St and 403 E 3rd St. The traffic control would be in place from April 17th through April 28th.

Gilliatte General Contractors has supplied maintenance of traffic plans for all work. They have also sent Public notice to property owners about the BPW meeting. (see packet for details).

NOTICE OF CONSTRUCTION ACTIVITIES

PROJECT: Annex

ADDRESS: 321 & 403 E. 3rd St.

PROJECT SCHEDULE: April 17 – April 28, 2023

WORK WITHIN PUBLIC RIGHT-OF-WAY: 3rd Street & Grant St.

SEE ATTACHED MAINTENANCE OF TRAFFIC PLAN

PUBLIC MEETING

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

DATE: April 11, 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

Tom Ritman

Email: tritman@gilliatte.com

Phone: 317-683-3355

DEVELOPER/OWNER:

Annex of Bloomington

409 Massachusetts Ave, Ste 300

Indianapolis, IN 46201

Email: jwhiteley@theannexgroup.com

Phone: 502-957-8145

April 4, 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 4/11/23 seeking approval of R.O.W. used for construction activities located at 228 & 229 S. Grant St. (formally 321 & 403 E. 3rd St.) known as the Annex.

The work includes:

- Replacement of city sidewalks on the north side of 3rd St. west of Grant.
- Replacement of city sidewalks on the north side of 3rd St. east of Grant.
- Replace city sidewalks and curbs on the west side of Grant St.
- Replace city sidewalks and curbs on the east side of Grant St.

Our anticipated schedule would be as follows:

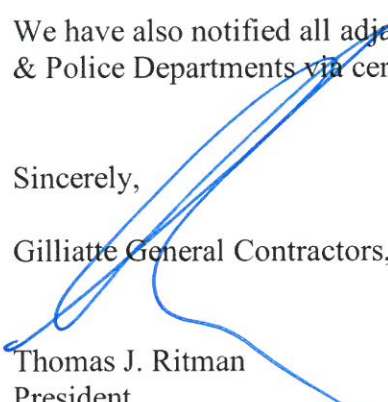
4/17/23 & 4/18/23 demo 3rd St. sidewalks west of Grant St.
4/19/23 through 4/21/23 form & pour new sidewalks west of Grant St.
4/24/23 & 4/25/23 demo 3rd St. sidewalks east of Grant St.
4/26/23 through 4/28/23 form & pour new sidewalks east of Grant St.

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
President

7020 2450 0001 1095 9326

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Bloomington, IN 47408

Certified Mail Fee	\$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$7.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

0013
08

Postmark
Here

Postage \$0.87

Total Postage and Fees \$8.37

04/04/2023

Sent To
Kaur, Rupinderdeep; Sekhon, Tajinder Kaur
316 E. 4th St.
Bloomington, IN 47408

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

0013
08

Postmark
Here

Postage \$0.87

Total Postage and Fees \$8.37

04/04/2023

Sent To
CB LLC No.
PO Box 744
Bloomington, IN 47402

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Extra Services & Fees (check box, add fee as appropriate)	\$7.75
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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

0013
08

Postmark
Here

Postage \$0.87

Total Postage and Fees \$8.37

04/04/2023

Sent To
Bloomington Fire Department
300 E. 4th St.
Bloomington, IN 47408

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 2450 0001 1095 9319

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Greenwood, IN 46143

Certified Mail Fee	\$4.15
Extra Services & Fees (check box, add fee as appropriate)	\$7.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

0013
08

Postmark
Here

Postage \$0.87

Total Postage and Fees \$8.37

04/04/2023

Sent To
Gedig, William M & Teresa
5085 Whiteland Road
Greenwood, IN 46143

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 2450 0001 1095 9364

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Bloomington, IN 47401

OFFICIAL USE

Certified Mail Fee	\$4.15	0013 08
Extra Services & Fees (check box, add fee as appropriate)	\$3.35	
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Postage	\$0.87	04/04/2023
Total Postage and Fees	\$8.37	
Sent To		
Colstone LLC	No.	
400 E. 3 rd Street Bloomington, IN 47401		
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions		

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Extra Services & Fees (check box, add fee as appropriate)	\$3.35	
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
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Total Postage and Fees	\$8.37	
Sent To		
Bloomington Police Department		
220 E. 3 rd Street Bloomington, IN 47401		
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions		

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Bloomington, IN 47401

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Extra Services & Fees (check box, add fee as appropriate)	\$3.35	
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
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Total Postage and Fees	\$8.37	
Sent To		
ER Turk LLC		
1913 S. Eva Hill Drive Bloomington, IN 47401		
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions		

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Extra Services & Fees (check box, add fee as appropriate)	\$3.35	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
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Total Postage and Fees	\$8.37	
Sent To		
Storm, Bruce R & Shannon K Revocable Living Trust		
322 E 4 th St, Ste 1 Bloomington, IN 47408		
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions		

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Sent To		
4 th Street Properties LLC		
3415 E. Olcott Blvd Bloomington, IN 47401		
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions		

7020 2450 0001 1095 9357

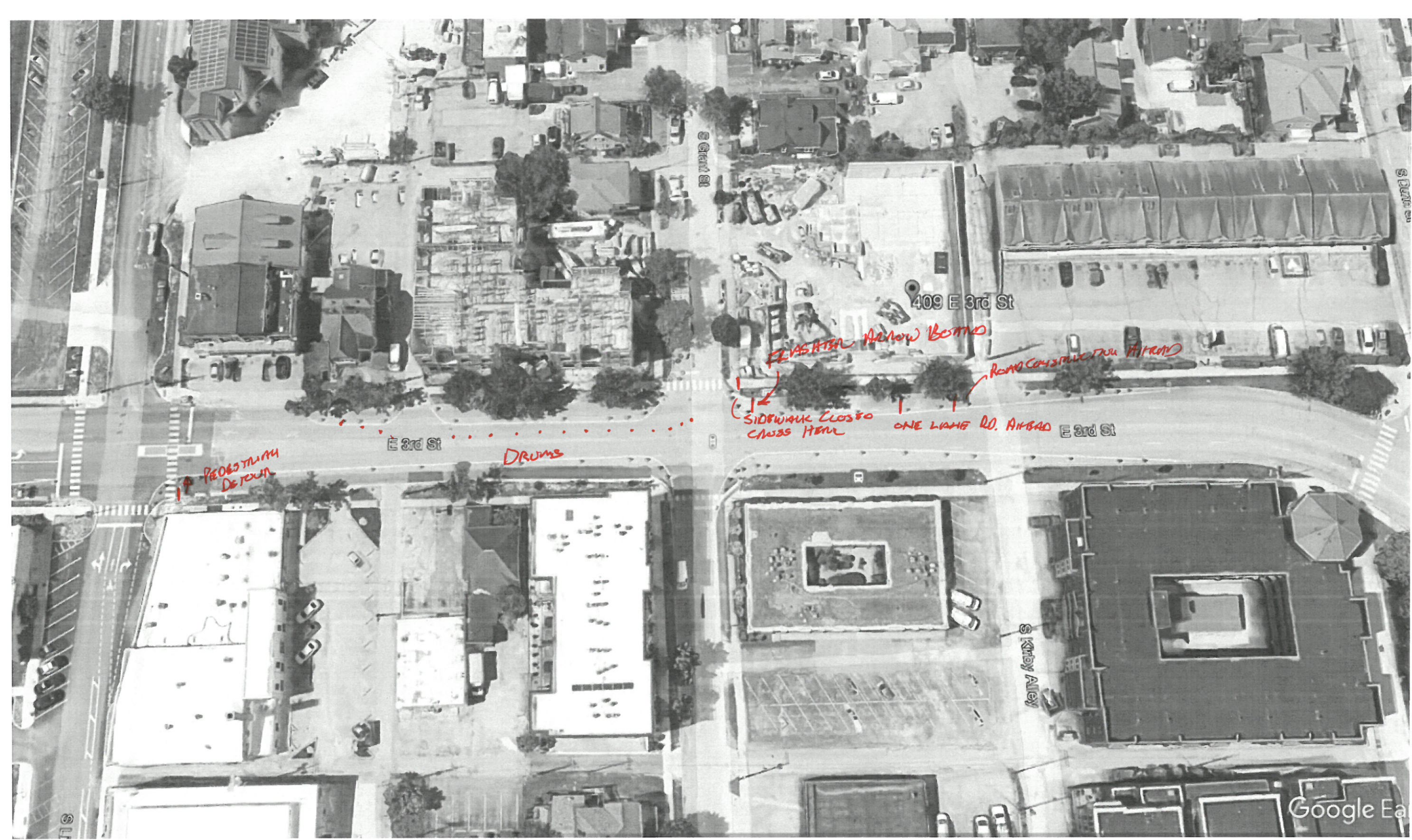
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Bloomington, IN 47404

OFFICIAL USE

Certified Mail Fee	\$4.15	0013 08
Extra Services & Fees (check box, add fee as appropriate)	\$3.35	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
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<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.87	04/04/2023
Total Postage and Fees	\$8.37	
Sent To		
City of Bloomington	No.	
401 N. Morton Street Bloomington, IN 47404		
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions		



4-17-23 THRU 4-21-23



CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

ADDRESS OR NEAREST ADDRESS

OF RIGHT OF WAY ACTIVITY: 228 S. GRANT ST. (325 E 3RD ST.)

A. APPLICANT/AGENT INFORMATION:

APPLICANT NAME: TOM RITMAN
E-MAIL: TRITMAN@GILLIATTE.COM
COMPANY: GILLIATTE GENERAL CONTRACTORS
ADDRESS: 2515 BLOYD AVE
CITY, STATE, ZIP: INDOPLS, IN. 42618
24-HR EMERGENCY CONTACT NAME: TOM RITMAN
24-HR CONTACT PHONE #: (317) 281-4906
ADDITIONAL INFO:
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED

****SUBCONTRACTOR INFORMATION****
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: B+R GREYSTONE CONG.
IS THIS A CBU* COUNTY* IU* NP* PROJECT?
PROJECT NAME: _____
PROJECT #: _____
PROJECT MGR.: _____
PROJECT MGR. #: _____
*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY
*IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY

B. WORK DESCRIPTION:

POD/DUMPSTER CRANE SCAFFOLDING CONSTRUCTION USE* GAS ELECTRIC SANITARY SEWER WATER
 TELECOM OTHER (EXPLAIN): REMOVE AND REPLACE CITY SIDEWALK
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?
STREET NAME(S): EAST 3RD ST.
 SIDEWALK* ROAD CLOSURE LANE CLOSURE: 1 2 3
 BIKE LANE BUS STOP ON-STREET PARKING* ALLEY
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW
*ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE COORDINATED WITH PARKING SERVICES
START DATE: 4-17-23 END DATE: 4-21-23 # OF DAYS*: 5
REQUESTED CLOSURE HOURS: 24 HRS AM - _____ PM
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)
ADDITIONAL NOTES:

WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)?
LxWxD OF PAVEMENT* EXCAVATIONS: _____
*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
LxWxD OF NON-PAVEMENT* EXCAVATIONS: _____
*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
LINEAL FT OF BORE*: _____
*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS
OF POLE INSTALL/REMOVAL: _____
LxWxD OF SIDEWALK RECONSTRUCTION*: _____
*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
LxWxD OF SIDEWALK NEW CONSTRUCTION*: 5x134x4"
*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
OF DRIVEWAY INSTALLATIONS: _____

C. INDEMNIFICATION AGREEMENT:

The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

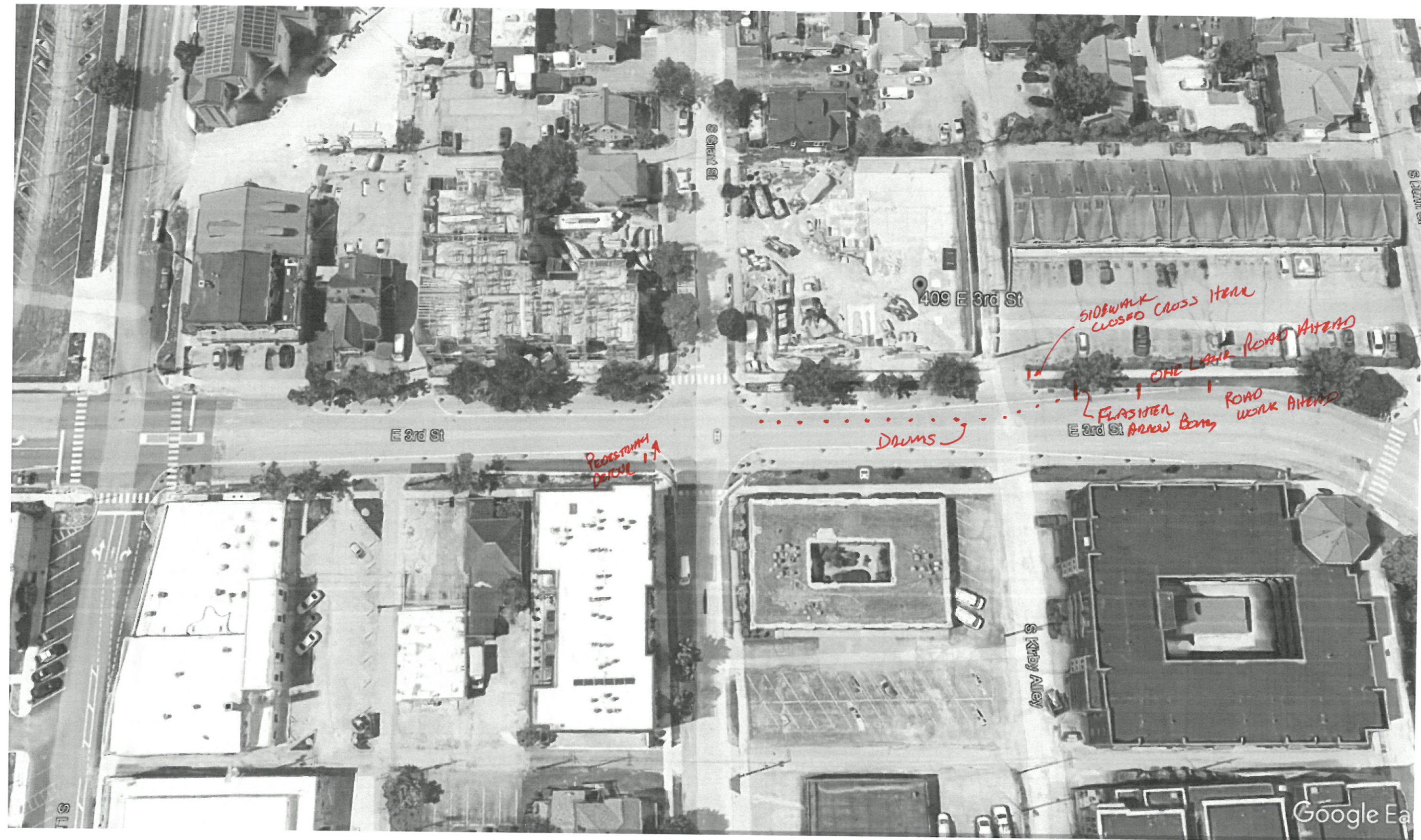
PRINT NAME: THOMAS J. RITMAN
SIGNATURE: _____
DATE: 4-04-23



TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544
CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ Staff BPW City Engineer PW Director Date: _____
Staff Representative: _____ Phone#: _____ Date: _____



4-24-23 TMLU 4-28-23



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

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

ADDRESS OR NEAREST ADDRESS

OF RIGHT OF WAY ACTIVITY: 229 S. GRANT ST. (403 E 340 S)

A. APPLICANT/AGENT INFORMATION:	
APPLICANT NAME: <u>TOM RITMAN</u> E-MAIL: <u>TRITMAN@GILLIATTE.COM</u> COMPANY: <u>GILLIATTE GENERAL CONTRACTORS</u> ADDRESS: <u>2515 BLOYD AVE</u> CITY, STATE, ZIP: <u>JNOPS, IN. 42618</u> 24-HR EMERGENCY CONTACT NAME: <u>TOM RITMAN</u> 24-HR CONTACT PHONE #: <u>(317) 281-4906</u> ADDITIONAL INFO: <small>*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	**SUBCONTRACTOR INFORMATION** (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME: <u>B+R GREYSTONE CONG.</u> IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: _____ PROJECT #: _____ PROJECT MGR.: _____ PROJECT MGR. #: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU = INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>

B. WORK DESCRIPTION:

POD/DUMPSTER
 CRANE
 SCAFFOLDING
 CONSTRUCTION USE*
 GAS
 ELECTRIC
 SANITARY SEWER
 WATER
 TELECOM
 OTHER (EXPLAIN): _____
*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND

WILL RIGHT OF WAY BE USED/CLOSED/BLOCKED?

STREET NAME(S): EAST 3RD ST.

SIDEWALK*
 ROAD CLOSURE
 LANE CLOSURE: 1 2 3
 BIKE LANE
 BUS STOP
 ON-STREET PARKING*
 ALLEY
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW
 *ON-STREET PARKING THAT IS METERED OR NEIGHBORHOOD PERMIT ZONED MUST BE COORDINATED WITH PARKING SERVICES
 START DATE: 4-24-23 END DATE: 4-28-23 # OF DAYS*: 5
 REQUESTED CLOSURE HOURS: 24 HRS AM - _____ PM
*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)
 ADDITIONAL NOTES: _____

WILL THERE BE EXCAVATIONS (LENGTH, WIDTH, AND DEPTH OR LxWxD IN FEET)?

LxWxD OF PAVEMENT* EXCAVATIONS: _____
*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS
 LxWxD OF NON-PAVEMENT* EXCAVATIONS: _____
*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE
 LINEAL FT OF BORE*: _____
*BORE PITS SHALL BE CALCULATED AS LxWxD EXCAVATIONS
 # OF POLE INSTALL/REMOVAL: _____
 LxWxD OF SIDEWALK RECONSTRUCTION*: _____
*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED
 LxWxD OF SIDEWALK NEW CONSTRUCTION*: 5' x 24" x 4"
*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE
 # OF DRIVEWAY INSTALLATIONS: _____

C. INDEMNIFICATION AGREEMENT:


The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns, regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

PRINT NAME: THOMAS J. RITMAN

SIGNATURE: _____

DATE: 4-24-23



TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-362-5544
 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.

For Administration Use Only (applicable to CLOSURE approval)

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

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: Lane Closure along E 17th St between N Dunn St and N David Baker Ave

Staff Representative: Alex Gray

Petitioner/Representative: Crown Castle Fiber

Date: April 11th, 2023

Report: Crown Castle Fiber is requesting a lane closure along E 17th St between N Dunn St and N Walnut Grove Ave for directional boring for new duct that will be used to run fiber optic cable for their small cell network installation project. They are also requesting a lane closure between N Walnut Grove Ave and N David Baker Ave to connect their new fiber cable to the existing duct that is in place. The work is expected to take 4 days in total and be completed the week of April 24th through April 28th, 2023, weather permitting.



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

March 31, 2023

Via Email

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

Re: Lane Closure for E 17th St Underground

Crown Castle is requesting lane closure of westbound curb lane of E 17th St between N Dunn St & N Walnut Grove Ave to directional bore & eastbound lane of E 17th St between N Walnut Grove Ave and David Baker Ave to pull fiber through existing duct for construction of fiber optic cable and power to connect our small cell network installation project within the City of Bloomington ROW. We would like to complete this work the week of April 24th through April 28th, 2023, weather permitting.

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

We appreciate your help.

Sincerely,

Crown Castle Fiber, LLC

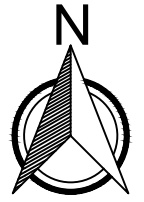
A handwritten signature in red ink that reads 'Renee Guider'.

Renee Guider
Permitting Specialist
Renee.Guider@crowncastle.com

Enclosures
/rg

LEGEND

SYMBOL	LEGEND	SYMBOL	LEGEND	SYMBOL	LEGEND	SYMBOL	LEGEND	SYMBOL	LEGEND
	TELECOMMUNICATIONS POLE		MANHOLE		POWER ABOVE GROUND PEDESTAL		RING CUT BOX		CAUTION
	POWER POLE		DOUBLE LID MANHOLE				WALL MOUNT PANEL		STRAIGHT & TURNS
	JOINT POLE		VAULT		RAILROAD SIGNAL POLE		RACK MOUNT PANEL		RIGHT TURN
	TRANSFORMER POLE		CROWN CASTLE HANDHOLE		RAILROAD SIGNAL GATE		PULL / JUNCTION BOX		LEFT TURN
	JOINT TRANSFORMER POLE		EXISTING HANDHOLE		RAILROAD SIGNAL CROSSING		ENCLOSURE WALL MOUNT		STRAIGHT
	CROWN CASTLE OWNED POLE		JUNCTION BOX		RAILROAD SIGN		PASSIVE FILTER WALL		HOV LANE
	STEEL POLE		ABOVE GROUND PEDESTAL		ROAD SIGNS		PASSIVE FILTER RACK		BICYCLE LANE
	CONCRETE POLE		BORE PIT		SURVEY MARKER		RISER CONDUIT		MILE MARKER POST
	POLE - TEMPORARY		TEST PIT		PARKING METER		CABINET		SIGN, TEMP
	TRAFFIC SIGNAL POLE		UNKNOWN CAP		CONCRETE SIDEWALK		SLACK COIL		CHANNELIZING DEVICE
	LIGHT POLE		TRAFFIC CONTROL CAB		GAS VALVE		LB BOX		FLAGGER
	YARD LIGHT		TRAFFIC SIGNAL BOX		GAS MARKER		SLACK LOOP		FLAG TREE
	CROSSWALK LIGHT		TRAFFIC SIGNAL HANDHOLE				CAN / SPLICE ENCLOSURE		TYPE III BARRICADE
	RISER		CCF MARKER		FIRE HYDRANT		TICK		WORK VEHICLE
	ANCHOR				WATER VALVE		HUB		WORK VEHICLE / ATTENUATOR
	SIDEWALK ANCHOR				WATER CAP		TOWER - LATTICE		POLICE CAR
	QUEENS POST ANCHOR		CONCRETE TELCO PAD		WATER VALVE MARKER		TOWER - MONOPOLE		ARROW PANEL
	ROCK ANCHOR						TOWER - MICROWAVE		ARROW PANEL TRAILER
	BUILDING ANCHOR		SAN SEWER CAP		TREE		ANTENNA		
	GROUND LOCATION		SAN SEWER MANHOLE		PINE TREE		FIBER NODE/REMOTE EQUIPMENT		
	BOND LOCATION				BRUSH AND SHRUB				
	POWER XFMER		STORM DRAIN MANHOLE		BUS SHELTER				
			CATCH BASIN		MAIL BOX				
					TELEPHONE BOOTH				



SITE INFORMATION

E 17TH ST & N FEE LN
BLOOMINGTON IN
39.179008036,-86.51910414

ISSUED FOR:


























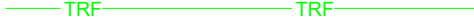


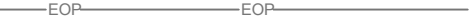


REV	DATE	DRWN	DESCRIPTION	DES/OA

SHEET NUMBER:
T - 2

REVISION:

LINETYPES

CONSTRUCTION NOTES

 OH OH OH CROWN PROPOSED AERIAL	 144F 144F 144F PROPOSED FIBER COUNT
 OH OH OH EXISTING AERIAL	 96F 96F 96F PROPOSED FIBER COUNT
 CROWN PROPOSED UG	 48F 48F 48F PROPOSED FIBER COUNT
 EXISTING UG	 24F 24F 24F PROPOSED FIBER COUNT
 CROWN PROPOSED UG PWR	 12F 12F 12F PROPOSED FIBER COUNT
 PWR PWR POWER UG	 144F 144F 144F EXISTING FIBER COUNT
 FOC FOC 3RD PARTY FIBER	 96F 96F 96F EXISTING FIBER COUNT
 T T T COMMUNICATIONS	 48F 48F 48F EXISTING FIBER COUNT
 GAS GAS GAS GAS LINE	 24F 24F 24F EXISTING FIBER COUNT
 W W W W WATER MAIN	 12F 12F 12F EXISTING FIBER COUNT
 SAN SWR SAN SWR SANITARY SEWER	
 STM SWR STM SWR STM SWR STORM SEWER	 FENCE
 RW RW RECLAIM WATER	 RAILROAD
 TRF TRF TRAFFIC	 PROPERTY LINE
	 c/L c/L c/L CENTER LINE
	 EOP EOP EDGE OF PAVEMENT
	 R/W R/W RIGHT OF WAY
	 GUARDRAIL

TYPICAL UNDERGROUND CONSTRUCTION:

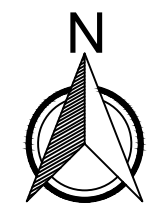
- RESTORE ALL SURFACES TO EQUAL OR BETTER CONDITION.
- VERIFY ALL MEASUREMENTS AND DISTANCES.
- MAINTAIN MINIMUM 12" SEPARATION BETWEEN PROPOSED CROWN CASTLE DUCTS & EXISTING UTILITIES.
- NO PROPOSED RUNNING LINE CHANGES ARE TO BE DONE WITHOUT CROWN CASTLE OSPE APPROVAL.
- MAINTAIN A MIN BENDING RADIUS OF 5' ON ALL DUCT CONFIGURATION.

TYPICAL AERIAL CONSTRUCTION:

- MAINTAIN POLE ATTACHMENTS 40" BELOW NEUTRAL.
- FOR NEW POLE ATTACHMENTS, REFER TO ALPINE/TRANSMISSION WINDLOAD CALCULATION SHEETS.
- NEW FIBER OPTIC CABLE TO BE ATTACHED TO EXISTING POLES AND LASHED TO NEW 10M STRAND FOR CROWN CASTLE: ATTACHMENT HEIGHT AS INDICATED IN TYPICAL MINIMUM AERIAL CLEARANCE AND SEPARATION AS SHOWN ON AERIAL DETAIL 001 OF 001.
- MAINTAIN A RATIO OF LEAD OVER HEIGHT EQUAL TO OR GREATER THAN 75% AT ALL ANCHOR LOCATIONS. DOWN GUY SIZE WILL BE SAME AS SUPPORTING STRAND SIZE

FOR CONSTRUCTION:

- EXTREME CAUTION TO BE TAKEN TO CONTAIN SLURRY AROUND WORK AREAS NEAR WETLANDS TO AVOID ANY WATER QUALITY ISSUES!

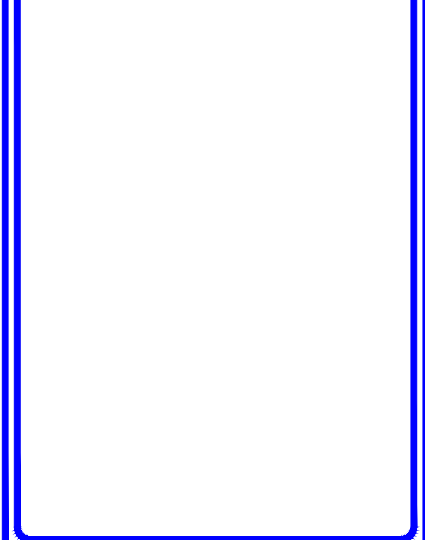


SITE INFORMATION

E 17TH ST & N FEE LN
BLOOMINGTON IN
39.179008036,-86.51910414

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES/OA



SHEET NUMBER: **T - 3** REVISION:

GENERAL REQUIREMENT – UNDERGROUND UTILITY AVOIDANCE

- GENERAL CONTRACTOR IS RESPONSIBLE TO FOLLOW ALL FEDERAL & STATE STATUTES AND REGULATIONS; INDUSTRY BEST PRACTICES; BUILDING AND FIRE CODES; GENERAL CONTRACTOR LICENSES; AND LOCAL LAWS, REGULATIONS & ORDINANCES. IN THE EVENT A CONFLICT EXISTS BETWEEN THESE REGULATIONS AND THIS DOCUMENT, THE REGULATIONS SHALL CONTROL THE GENERAL CONTRACTOR'S ACTIONS.
- AT MINIMUM, WHEN NOT IN CONFLICT WITH FEDERAL, STATE, AND LOCAL STATUES, THE GENERAL CONTRACTOR SHALL FOLLOW THE "COMMON GROUND ALLIANCE (CGA) BEST PRACTICES VERSION 17.0 MANUAL OR LATEST – THE DEFINITIVE GUIDE FOR UNDERGROUND SAFETY & DAMAGE PREVENTION" RECOMMENDATIONS.
- GENERAL CONTRACTOR SHALL PREPARE AN EMERGENCY RESPONSE PLAN, INCLUDING APPROPRIATE CONTACT INFORMATION, ONE CALL TICKET DETAILS, AND IMMEDIATE CONTACTING DETAILS, IN EVENT OF UNDERGROUND UTILITY DAMAGE, IS AVAILABLE AT THE INSTALLATION SITE.
- GENERAL CONTRACTOR SHALL TAKE NECESSARY MEASURES TO ENSURE ALL ELECTRICAL STRIKE SYSTEMS ARE IN PLACE, IF APPLICABLE, AND HAS BRIEFED THE INSTALLATION CREW ON THE GENERAL CONTRACTORS ELECTRICAL AND GAS LINE STRIKE PROCEDURES EACH DAY PRIOR TO WORK COMMENCING.
- GENERAL CONTRACTOR SHALL WHITE LINE THE PROPOSED CONSTRUCTION ROUTE PRIOR TO CONTACTING THE UTILITY ONE-CALL SYSTEM.
- GENERAL CONTRACTOR SHALL IDENTIFY, PRIOR TO WORK COMMENCEMENT, A COMPETENT PERSON ON THE WORK CREW WHO IS CAPABLE OF IDENTIFYING HAZARDS AND HAS THE AUTHORIZATION TO TAKE PROMPT CORRECTIVE MEASURES, INCLUDING STOP WORK AUTHORITY, TO ELIMINATE THEM, AND SHALL BE ON SITE AT ALL TIMES.
- GENERAL CONTRACTOR SHALL CONTACT THE ONE-CALL FACILITY FOR EXISTING UTILITY LOCATES AS REQUIRED BY LAW AND PRESERVE ALL MARKS UNTIL THE PROJECT IS COMPLETED AND REFRESH THE ONE CALL IF REQUIRED BY STATE OR JURISDICTIONAL REQUIREMENTS.
- FOR PROJECTS WITH HIGH PRIORITY UTILITIES, OR ANY UNUSUAL OR COMPLEX CONSTRUCTION, THE GENERAL CONTRACTOR SHALL ARRANGE FOR A PRE-EXCAVATION MEETING WITH THE AFFECTED UTILITIES AND/OR THEIR DESIGNATED LOCATING COMPANY TO DISCUSS THE PROJECT. HIGH PRIORITY UTILITIES SHALL INCLUDE, BUT NOT LIMITED TO, HIGH-PRESSURE GAS LINES, HIGH-VOLTAGE ELECTRIC LINES, MAJOR PIPELINES, MAJOR WATER LINES, AND HIGH CAPACITY FIBER OPTIC LINES.
- THE GENERAL CONTRACTOR SHALL ENSURE ANY UTILITIES IDENTIFIED FOR LOCATING WHICH ARE NOT MARKED ON THE GROUND HAVE PROVIDED POSITIVE CONFIRMATION NO CONFLICT EXISTS. IF THERE IS A LACK OF POSITIVE CONFIRMATION, THE GENERAL CONTRACTOR MUST RE-CALL THE ONE-CALL CENTER OR RELEVANT UTILITY DIRECTLY FOR CONFIRMATION.
- IN THE EVENT A UTILITY CANNOT BE LOCATED, WHERE POSITIVE CONFIRMATION IS NOT RECEIVED, OR WHERE THERE IS A LIKELIHOOD OF UNDOCUMENTED UTILITIES, SUCH AS PRIVATE INFRASTRUCTURE, THE GENERAL CONTRACTOR SHALL TAKE THE STEP OF SYSTEMATICALLY UTILIZING A GROUND PENETRATING RADAR (GPR) SYSTEM OR SIMILAR ADVANCED LOCATING TECHNOLOGY WITHIN THE TOLERANCE ZONE TO IDENTIFY AND DOCUMENT ANY UTILITIES WITHIN THE CONSTRUCTION ZONE. ANY UTILITY LOCATED USING GPR SHALL BE PROPERLY LOCATED AND EXPOSED AS OUTLINED WITHIN THIS STANDARD PRIOR TO DIGGING.
- THE GENERAL CONTRACTOR SHALL INSPECT THE AREA, PRIOR TO INSTALLATION FOR ANY UNDERGROUND UTILITY INFRASTRUCTURE WHICH MAY HAVE BEEN MISSED BY SURVEYING THE CONSTRUCTION AREA AND SURROUNDING ENVIRONMENT FOR CLEANOUTS, SUNKEN AREAS, RISERS, OUTBUILDINGS, LIGHT POLES, METERS, UTILITY BOXES, PEDESTALS, MANHOLE COVERS, MARKERS, ETC. PARTICULAR ATTENTION SHOULD BE MADE TO IDENTIFY SERVICE FEEDS FROM BUILDINGS AND HOMES ARE MARKED.
- THE GENERAL CONTRACTOR SHALL CONTACT ANY UTILITY WHERE LOCATES ARE IN QUESTION AND/OR UNVERIFIED. NO ASSUMPTIONS SHOULD BE MADE ON LOCATION OR DEPTH OF EXISTING UTILITIES.
- THE GENERAL CONTRACTOR, AT MINIMUM, SHALL TAKE AND STORE A PHOTO SERIES TO BE SUBMITTED WITH THE CLOSE OUT PACKAGE OF ALL EXCAVATION AREAS ONCE LOCATES ARE COMPLETE AND PRIOR TO EXCAVATION.
- GENERAL CONTRACTOR SHALL MEET ALL FEDERAL, STATE AND LOCAL REGULATIONS REGARDING WORKER SAFETY AND TRAINING WHEN WORKING AROUND UNDERGROUND FACILITIES.
- GENERAL CONTRACTOR SHALL VISUALLY EXPOSE (POT-HOLE) ALL EXISTING UTILITIES CROSSING THE TOLERANCE ZONE AND SHALL POSITIVELY IDENTIFY THEIR LOCATION AND DEPTH USING APPROPRIATE TECHNIQUES WITHIN THE TOLERANCE ZONE.
- GENERAL CONTRACTOR SHALL VISUALLY EXPOSE (POT-HOLE) ALL EXISTING UTILITIES RUNNING PARALLEL WITH THE PROPOSED PATH AT THE APPROPRIATE INTERVALS WITHIN THE TOLERANCE ZONE AND APPROPRIATE BUFFER ZONE. UNLESS MORE STRINGENT REGULATIONS EXIST, THE GENERAL CONTRACTOR SHALL EXPOSE (POT-HOLE) AT MINIMUM ANY PARALLEL UTILITY WITHIN 3' OF THE TOLERANCE ZONE EVERY 25', AND ANY PARALLEL UTILITY BETWEEN 3' TO 5' OF THE TOLERANCE ZONE EVERY 100'.
- THE TOLERANCE ZONE SHALL BE A MINIMUM OF 30" BEYOND EACH SIDE OF THE INSTALLED PIPE, OR GREATER IF CODE REQUIRES.
- GENERAL CONTRACTOR SHALL USE A DRILL HEAD TRACKING DEVICE WHEN BORING AND TRACK THE DRILL HEAD AT A MINIMUM OF EVERY 5' OR AS REQUIRED BY CODE. A LOG SHALL BE CREATED RECORDING THE LOCATION AND DEPTH AND SUBMITTED WITH THE GENERAL CONTRACTOR AS-BUILT PACKAGE.
- GENERAL CONTRACTOR SHALL ENSURE THESE REQUIREMENTS ARE ENFORCED WITH ALL SUB-CONTRACTORS RETAINED BY THE GENERAL CONTRACTOR.



SITE INFORMATION

E 17TH ST & N FEE LN
BLOOMINGTON IN
39.179008036,-86.51910414

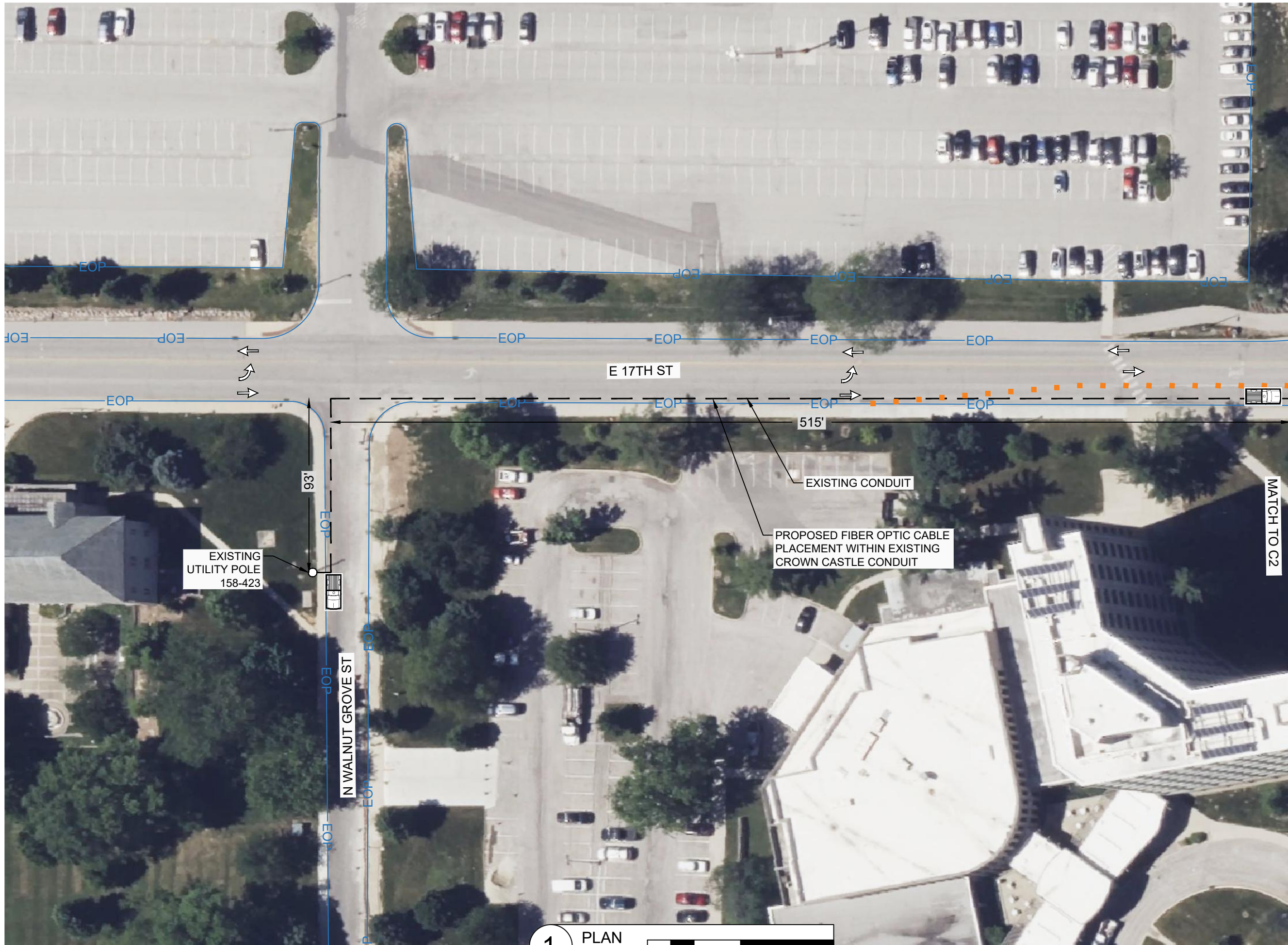
ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES/OA

SHEET NUMBER:

T - 4

REVISION:



1 PLAN SCALE 1" = 50'



CROWN CASTLE
 4545 East River Rd
 West Henrietta NY 14586

SITE INFORMATION
 E 17TH ST & N FEE LN
 BLOOMINGTON IN
 39.179008036,-86.51910414

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES/OA

MATCH TO C2

SHEET NUMBER: **C - 1** REVISION:



1 PLAN SCALE 1" = 50'



CROWN CASTLE
 4545 East River Rd
 West Henrietta NY 14586

SITE INFORMATION
 E 17TH ST & N FEE LN
 BLOOMINGTON IN
 39.179008036,-86.51910414

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES/OA

SHEET NUMBER: **C - 2** REVISION:



1 PLAN SCALE 1" = 50'



CROWN CASTLE
 4545 East River Rd
 West Henrietta NY 14586

SITE INFORMATION
 E 17TH ST & N FEE LN
 BLOOMINGTON IN
 39.179008036,-86.51910414

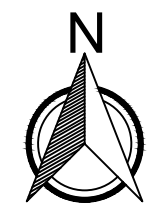
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REV	DATE	DRWN	DESCRIPTION	DES/OA

SHEET NUMBER: **C - 3** REVISION:



1 PLAN SCALE 1" = 50'



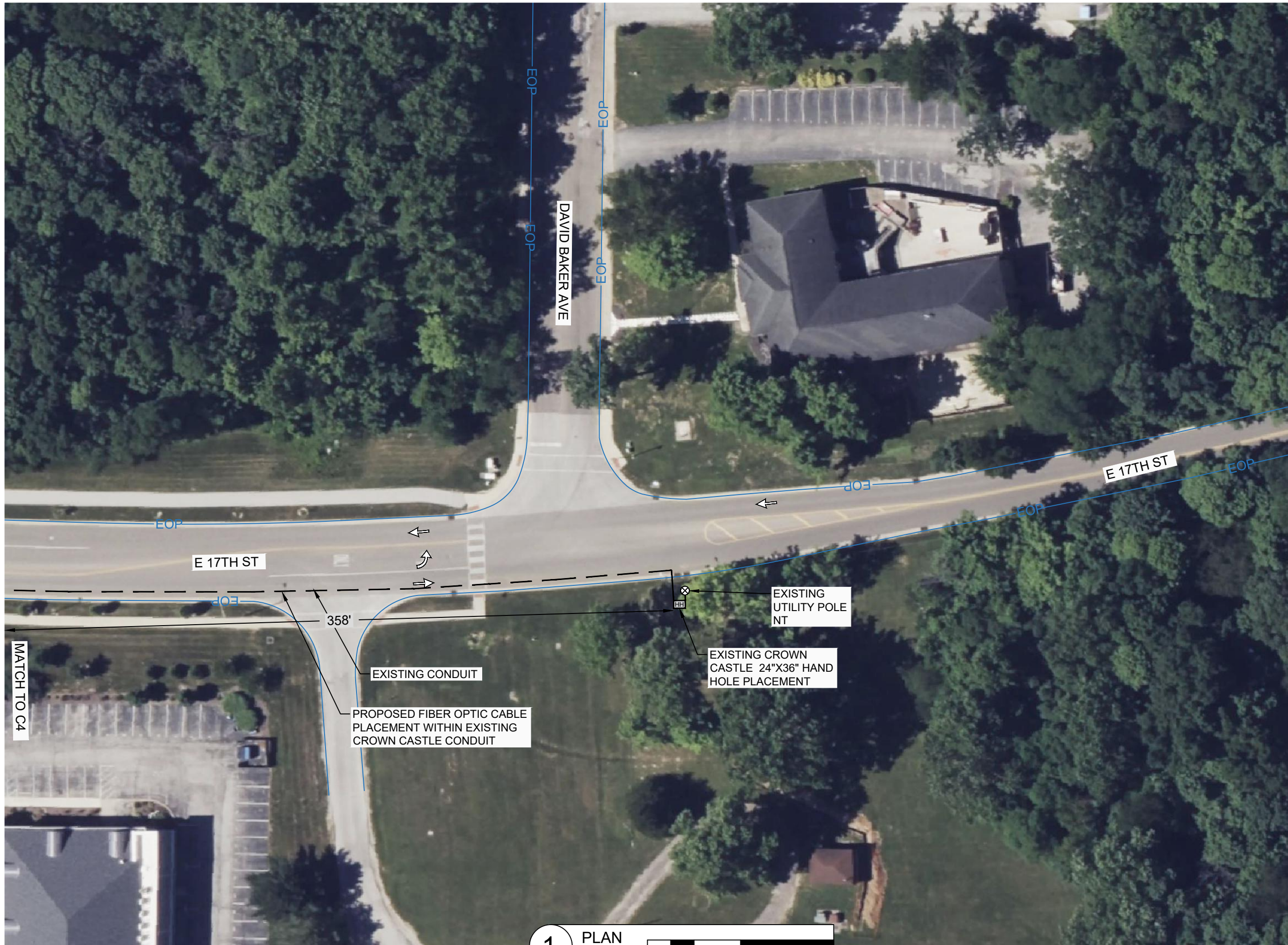
CROWN CASTLE
 4545 East River Rd
 West Henrietta NY 14586

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 39.179008036,-86.51910414

ISSUED FOR:

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SHEET NUMBER: **C - 4** REVISION:



1 PLAN SCALE 1" = 50'



CROWN CASTLE
 4545 East River Rd
 West Henrietta NY 14586

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ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES/OA

SHEET NUMBER: **C - 5** REVISION:



**CROWN
CASTLE**

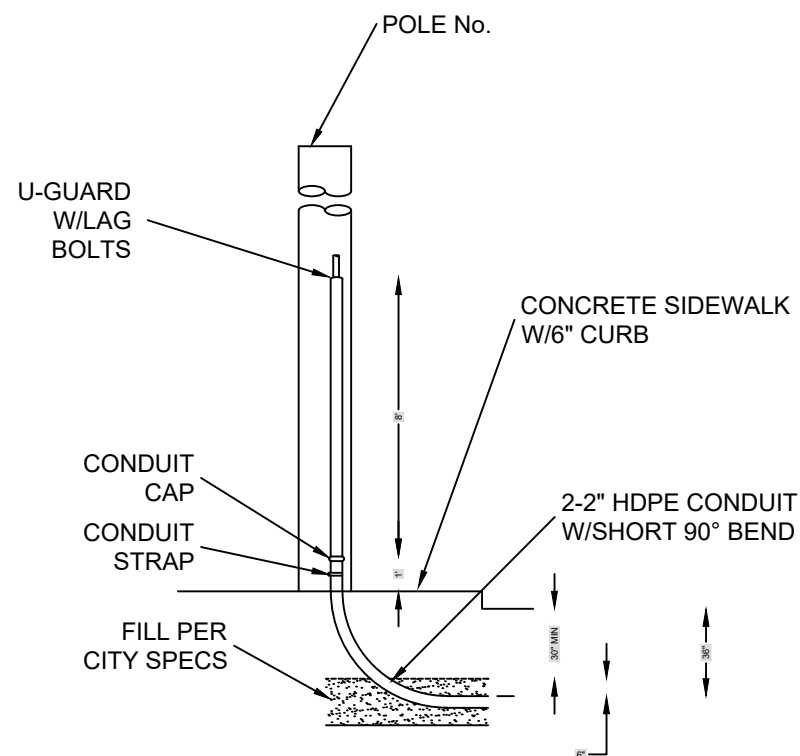
4545 East River Rd
West Henrietta NY 14586

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BLOOMINGTON IN
39.179008036,-86.51910414

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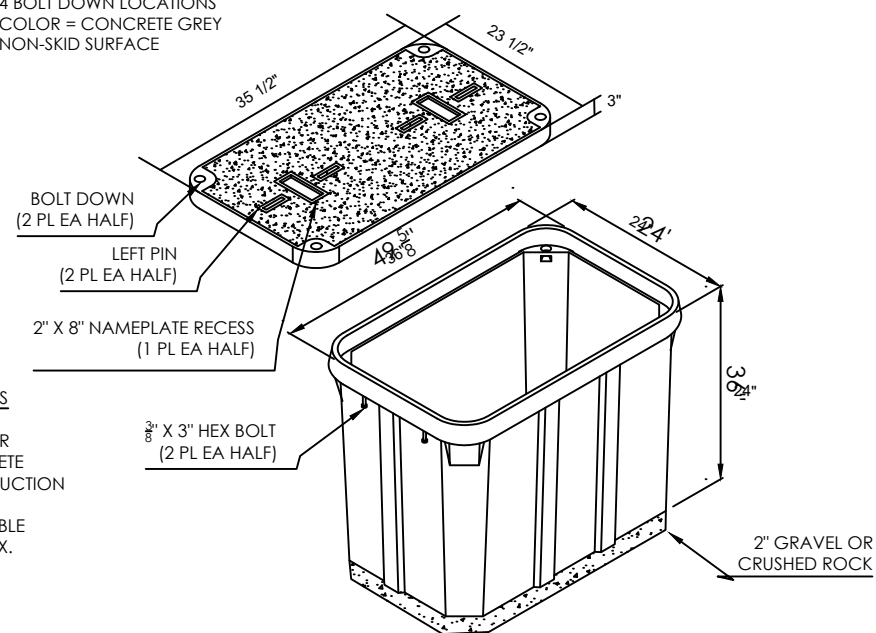
REV	DATE	DRWN	DESCRIPTION	DES/OA



TYPICAL RISER DETAIL

COVER FEATURES:

- * STANDARD LOAD RATING: 20,800 POUND WHEEL LOAD ON 10 X 20 PLATE
- * POLYMER CONCRETE CONSTRUCTION
- * WEIGHT = 110 POUNDS (EACH HALF)
- * 4 BOLT DOWN LOCATIONS
- * COLOR = CONCRETE GREY
- * NON-SKID SURFACE



BOX FEATURES

- * POLYMER CONCRETE CONSTRUCTION
- * STACKABLE
- * APPROX. WEIGHT 385 LBS.

**24" x 36" x 24" HANDHOLE
NOT TO SCALE**



SITE INFORMATION

E 17TH ST & N FEE LN
BLOOMINGTON IN
39.179008036,-86.51910414

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GENERAL NOTES:

1. Distances shown are typical except minimum distances may be varied based on field conditions.
 2. The spacing of channelizing devices shall be 100 ft where the posted speed limit is 50 m.p.h. or greater.
 3. The spacing of channelizing devices shall be 50 ft where the posted speed limit is less than or equal to 45 m.p.h.
 4. The spacing of channelizing devices on tapers shall be numerically equal in feet to the posted speed limit in m.p.h.
 5. 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.
 6. For temporary lane closures during daylight hours, cones or tubular markers may be used in lieu of drums.
 7. Temporary pavement markings shall not be required for temporary daylight lane closures.
 8. Temporary highway illumination, when specified, shall be as detailed on the plans.
9. Once the crossovers have been removed, this line shall be restriped yellow if the pavement is to be used for one-way traffic.
 10. For Temporary Crossover Type B, this line shall be removed when the traffic pattern is switched.
 11. The advisory speed plate will not be required when the existing posted speed limit is less than 55 mph.
 12. Spacing of channelizing devices at this location shall be 20 ft.
 13. 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.
 14. 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.
 15. 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>
--	---

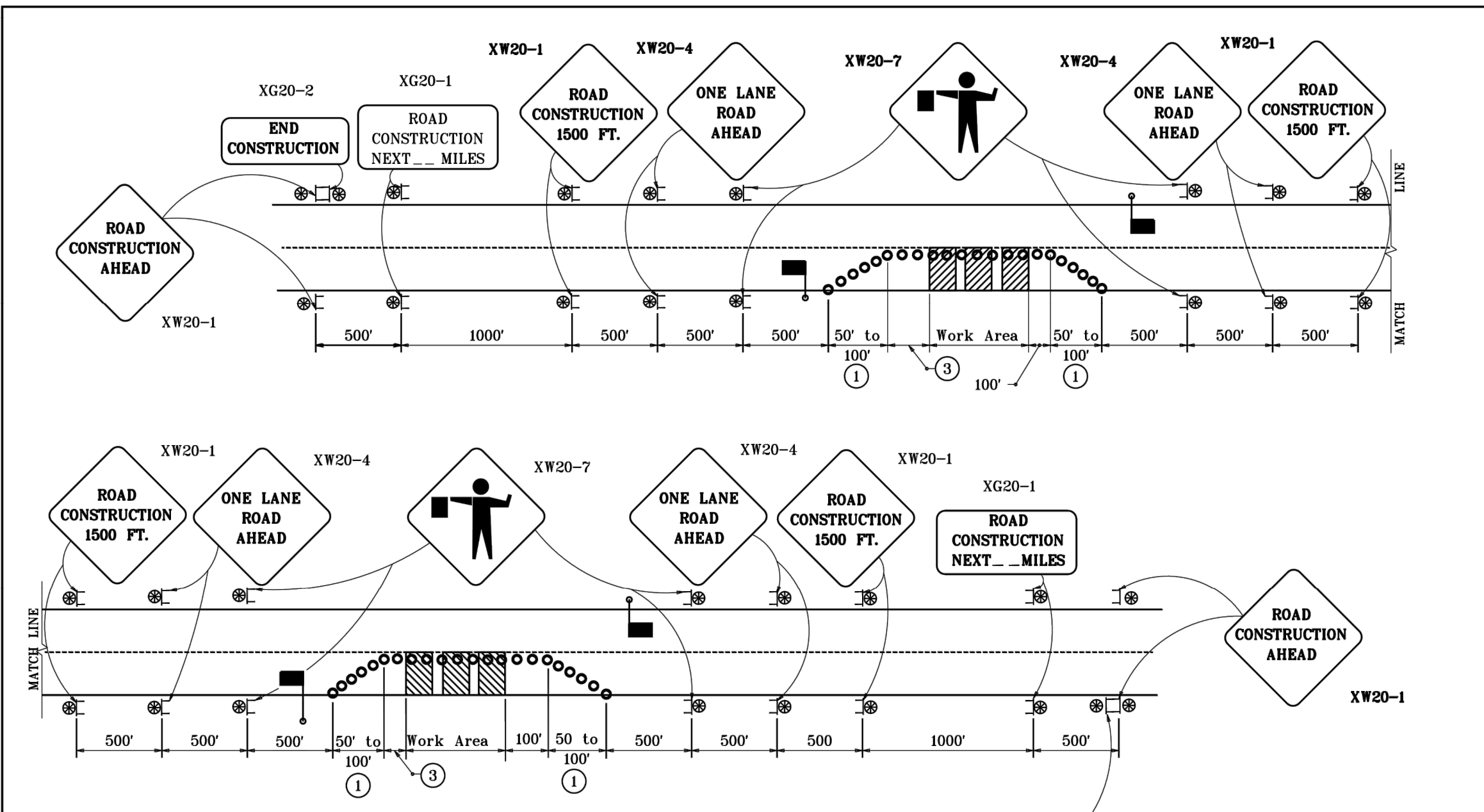


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39.179008036,-86.51910414

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TYPICAL APPLICATIONS OF TRAFFIC CONTROL DEVICES FOR SINGLE LANE TWO-WAY TRAFFIC WITH FLAGGER

GENERAL NOTES

- ① Spacing of drums at this location shall be 10 ft for a 50 ft taper or 20 ft for a 100 ft taper.
- 2. See Standard Drawing E 801-TCLG-01 for standard notes and legend.
- ③ Longitudinal buffer length. See Standard Drawing E 801-TCFO-03 for table this dimension.

INDIANA DEPARTMENT OF TRANSPORTATION

FLAGGER OPERATIONS
SEPTEMBER 1997

STANDARD DRAWING NO. E 801-TCFO-01

DETAILS PLACED IN THIS FORMAT 11-15-99

/s/ Anthony L. Uremovich 11-15-99
DESIGN STANDARDS ENGINEER DATE

/s/ Firooz Zandi 11-15-99
CHIEF HIGHWAY ENGINEER DATE

ORIGINALLY APPROVED 9-01-97

ANTHONY L. UREMOVICH
REGISTERED PROFESSIONAL ENGINEER
No. 18095
STATE OF INDIANA
DESIGN STANDARDS ENGINEER



4545 East River Rd
West Henrietta NY 14586

SITE INFORMATION

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BLOOMINGTON IN
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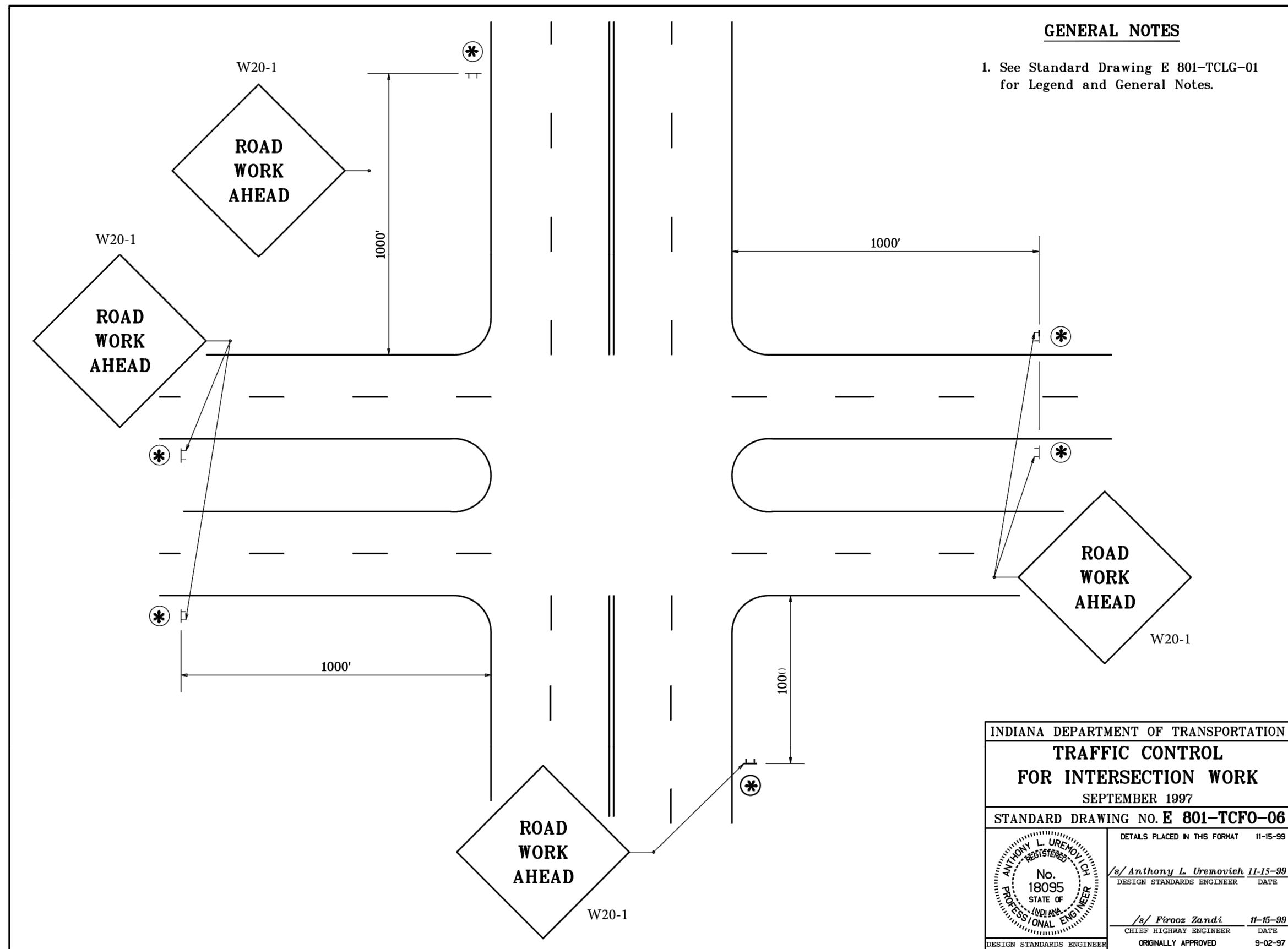
REV	DATE	DRWN	DESCRIPTION	DES/OA

GENERAL NOTES

1. See Standard Drawing E 801-TCLG-01 for Legend and General Notes.

INDIANA DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL
 FOR INTERSECTION WORK**
 SEPTEMBER 1997
 STANDARD DRAWING NO. **E 801-TCFO-06**

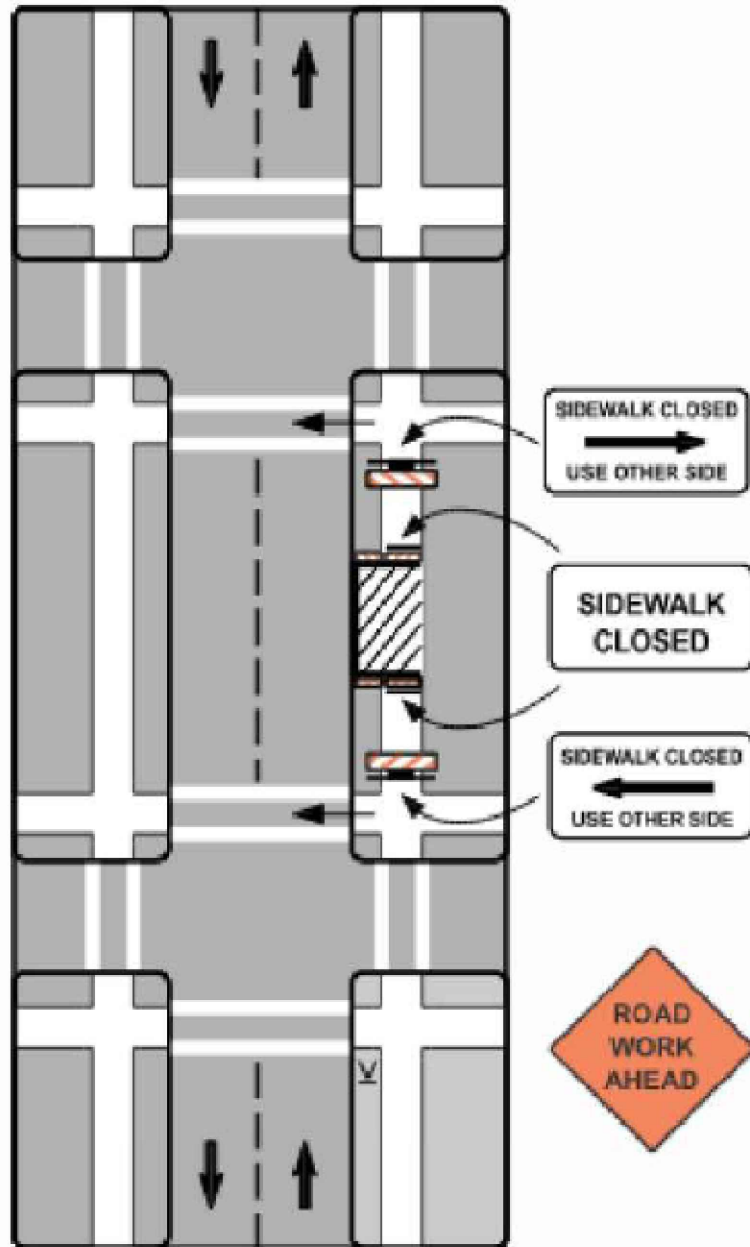
	DETAILS PLACED IN THIS FORMAT 11-15-99
	/s/ Anthony L. Uremovich 11-15-99 DESIGN STANDARDS ENGINEER DATE
	/s/ Firooz Zandi 11-15-99 CHIEF HIGHWAY ENGINEER DATE
DESIGN STANDARDS ENGINEER	ORIGINALLY APPROVED 9-02-97



SHEET NUMBER:
TC -3

REVISION:

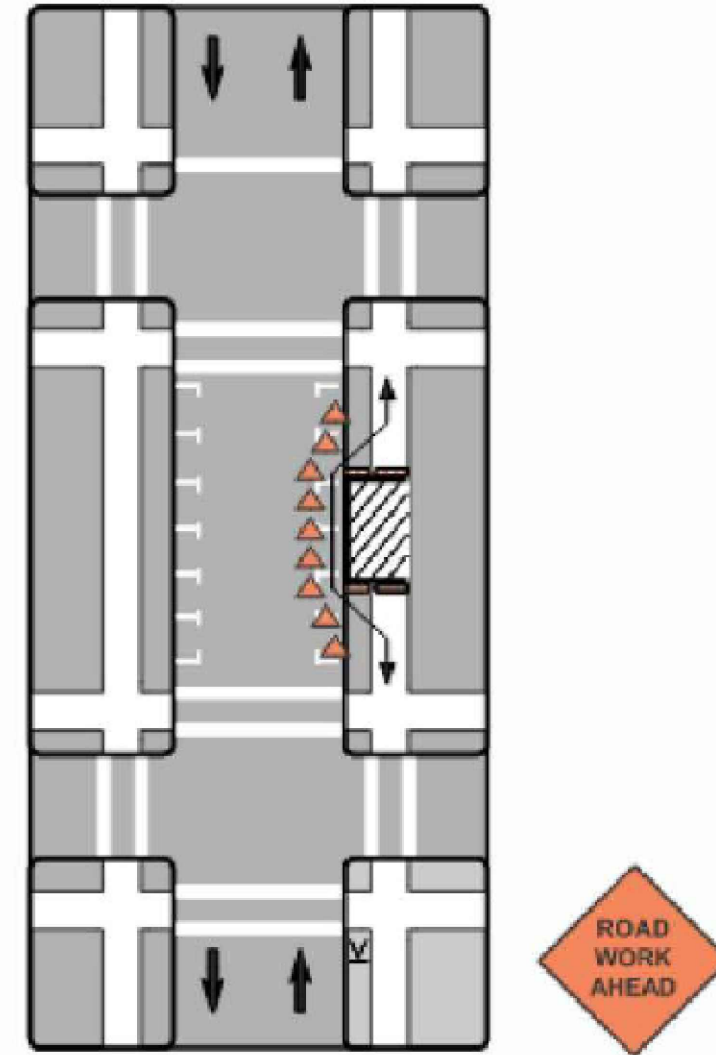
Sidewalk Closure
(Pedestrian Detour)



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.

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.



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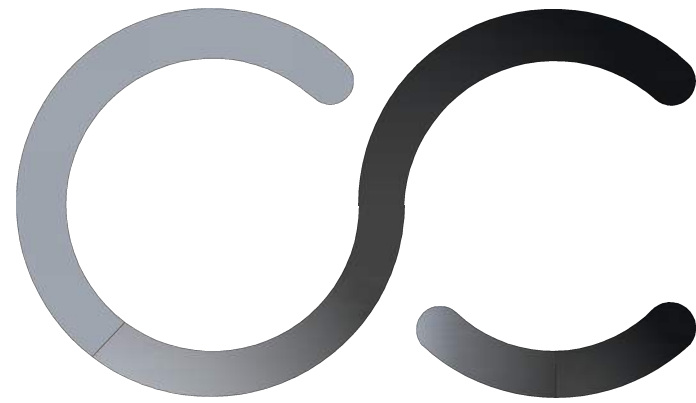
ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES/OA

SHEET NUMBER:

TC -4

REVISION:



CROWN CASTLE

SEGMENT INFORMATION

SITE NAME: 0007-U-S1
NEAREST ADDRESS: ORANGE LOT, 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

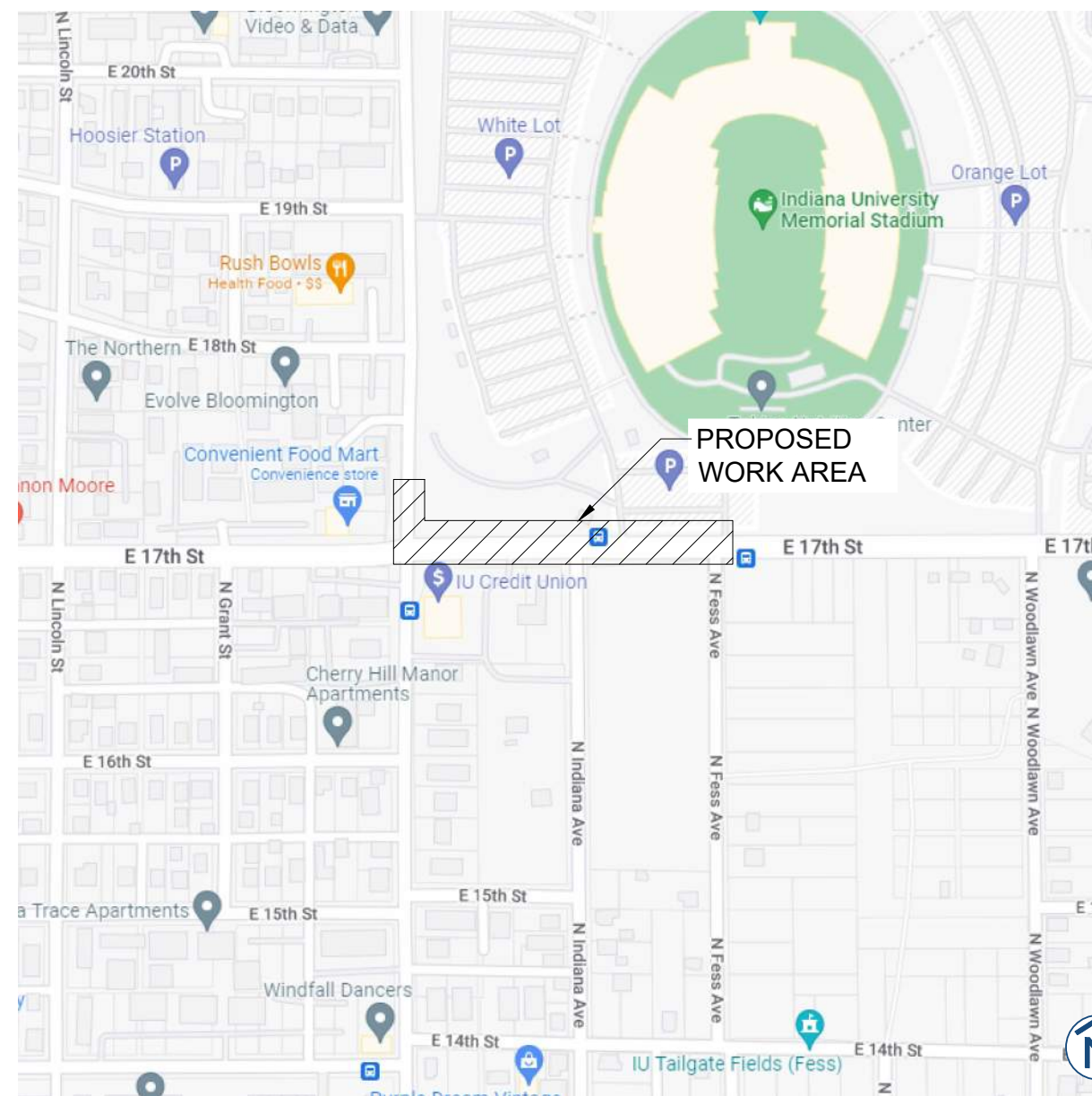
CONSTRUCTION TYPE: UNDERGROUND CONDUIT

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
U-01	UG SITE PLAN
U-02	UG SITE PLAN
U-03	UG SITE PLAN
D-01	DETAILS
TCP-01	TRAFFIC CONTROL PLAN
TCP-02	TRAFFIC CONTROL PLAN
TCP-03	TRAFFIC CONTROL PLAN

REV	DATE	DESCRIPTION	BY
A	07/20/22	90% REVIEW	CS
B	07/23/22	90% REVIEW	CS
C	09/12/22	90% REVIEW	LB
D	10/21/22	90% REVIEW	LB
E	01/23/23	95% REVIEW	LB
F	03/08/23	95% 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
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SCOPE OF WORK

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

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

SITE NAME
 0007-U-S1

SITE ADDRESS (NEAREST)
 ORANGE LOT,
 BLOOMINGTON, IN,
 47408

SHEET NAME
 TITLE SHEET

SHEET NUMBER
 T-01

Subsurface Utility Engineering (SUE) Utility Rating Impact Form

Project Name: 0007-U-S1
Project Location: Bloomington, IN

Date of Analysis: 9/12/22
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 checked="" type="checkbox"/>	Simple	<input 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			2		8		0

SUE Impact Score 1.8

GENERAL:

- 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).
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- CONTRACTOR SHALL WORK WITH CLIENT TO IDENTIFY ALL CONTRACTOR SUPPLIED MATERIALS TO CONSTRUCT NETWORK PER SPECIFICATIONS.
- 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.



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 www.FullertonEngineering.com

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D	10/21/22	90% REVIEW	LB
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F	03/08/23	95% REVIEW	LB

SITE NAME
0007-U-S1

SITE ADDRESS (NEAREST)
**ORANGE LOT.
 BLOOMINGTON, IN,
 47408**

SHEET NAME
GENERAL NOTES

SHEET NUMBER
T-02

REV	DATE	DESCRIPTION	BY
A	07/20/22	90% REVIEW	CS
B	07/23/22	90% REVIEW	CS
C	09/12/22	90% REVIEW	LB
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SITE ADDRESS (NEAREST)
**ORANGE LOT.
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
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- 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

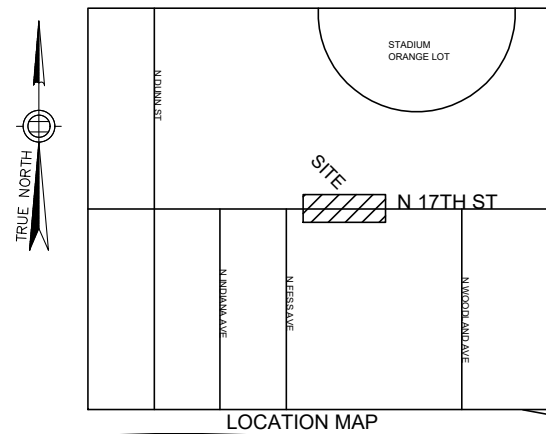
- EXISTING SEWER MAIN
- EXISTING SEWER MAIN (ABANDON)
- EXISTING STORM SEWER MAIN
- EXISTING MWRD MANHOLE

- 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



☼ CONTRACTOR VERIFY EXISTING UTILITY LOCATION & DEPTH

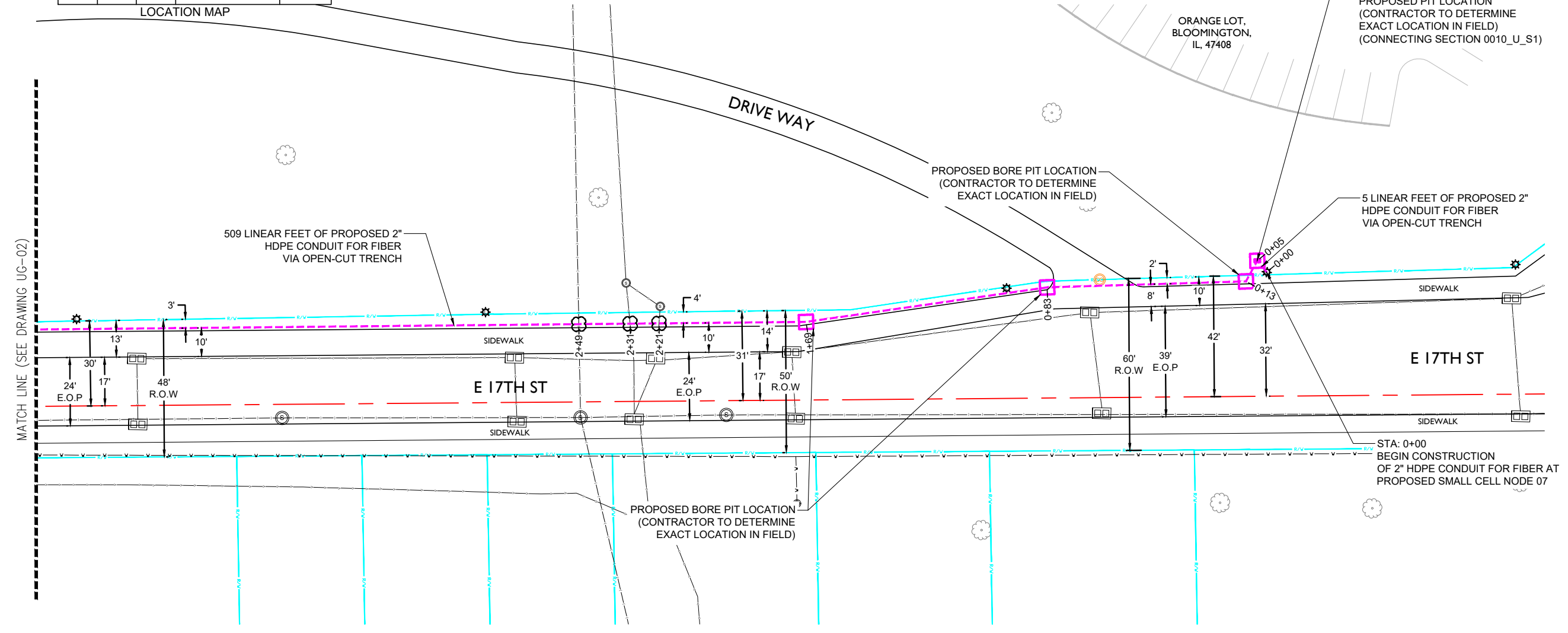
☐ PROPOSED PIT LOCATION CONTRACTOR TO DETERMINE EXACT LOCATION IN FIELD

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



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E	01/23/23	95% REVIEW	LB
F	03/08/23	95% REVIEW	LB



SITE PLAN

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

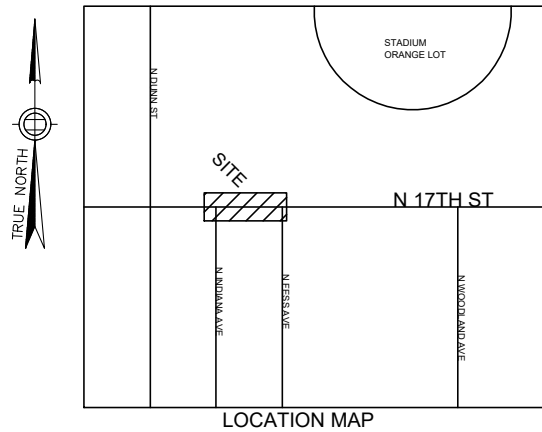
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SITE NAME
0007-U-S1

SITE ADDRESS (NEAREST)
ORANGE LOT,
BLOOMINGTON, IN,
47408

SHEET NAME
UG SITE PLAN

SHEET NUMBER
UG-01



☁ CONTRACTOR VERIFY EXISTING UTILITY LOCATION & DEPTH

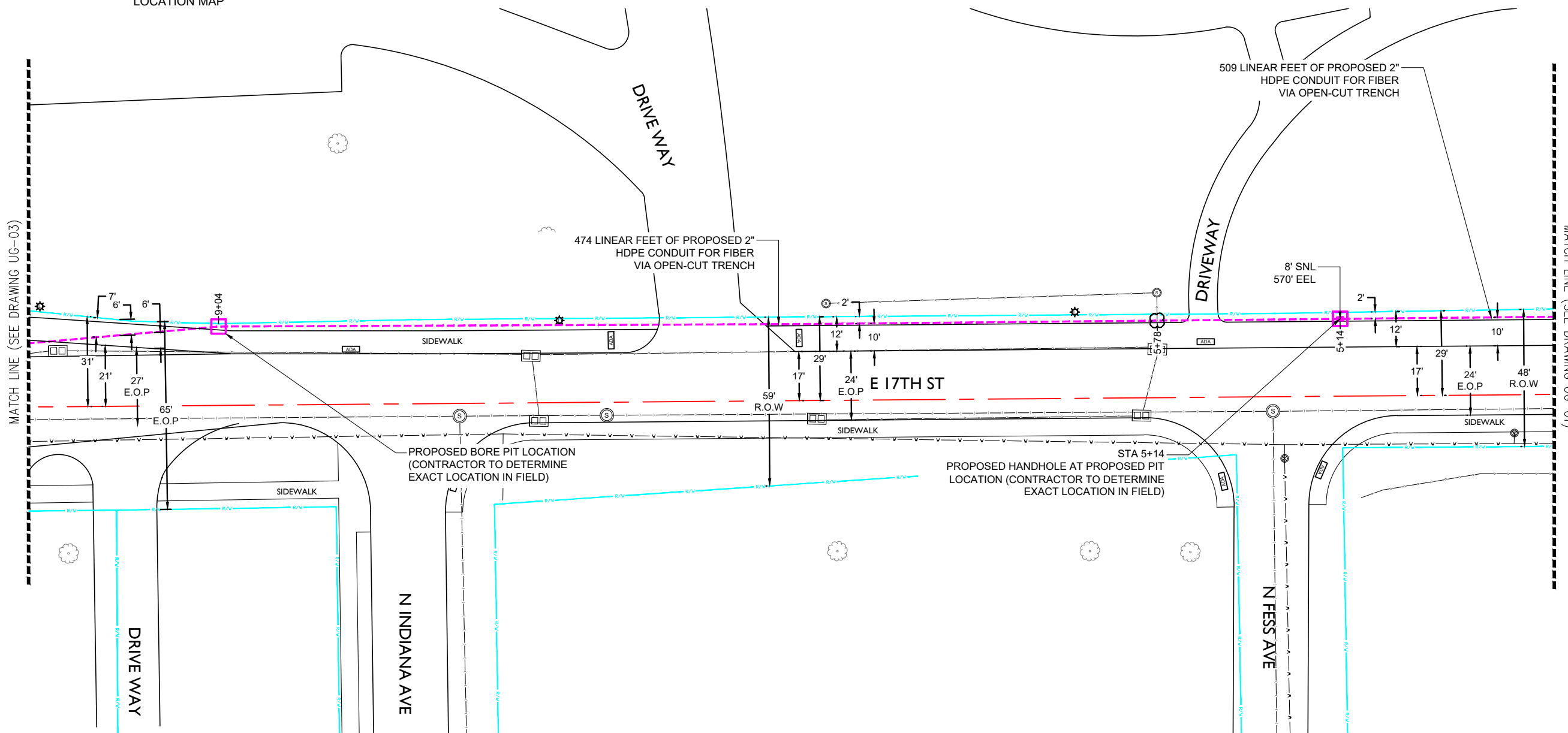
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CONTRACTOR SHALL CALL DIGGER TWO (2) WORKING DAYS (48 HOURS) BEFORE DIGGING.



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SITE PLAN

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

1

SITE NAME

0007-U-S1

SITE ADDRESS (NEAREST)

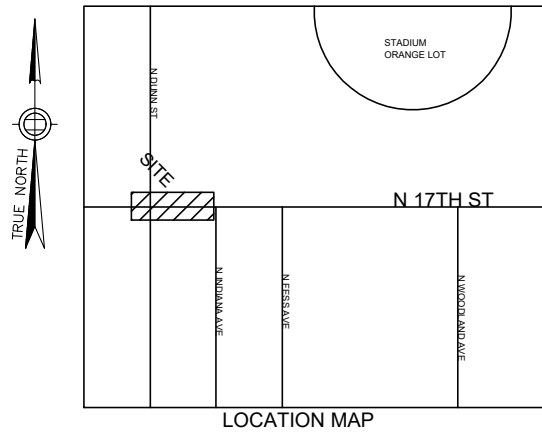
ORANGE LOT.
 BLOOMINGTON, IN,
 47408

SHEET NAME

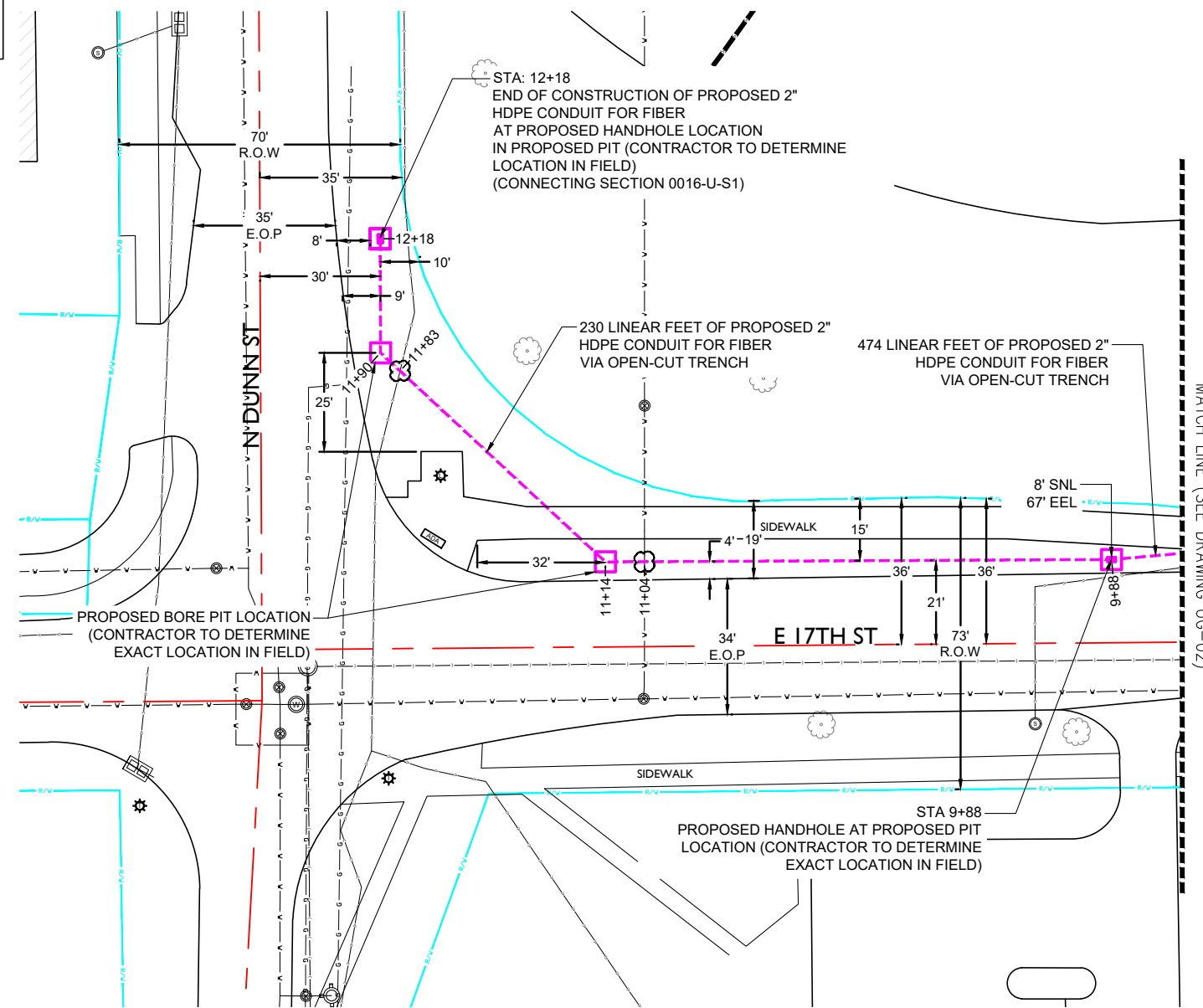
UG SITE PLAN

SHEET NUMBER

UG-02



CONTRACTOR VERIFY EXISTING UTILITY LOCATION & DEPTH
 PROPOSED 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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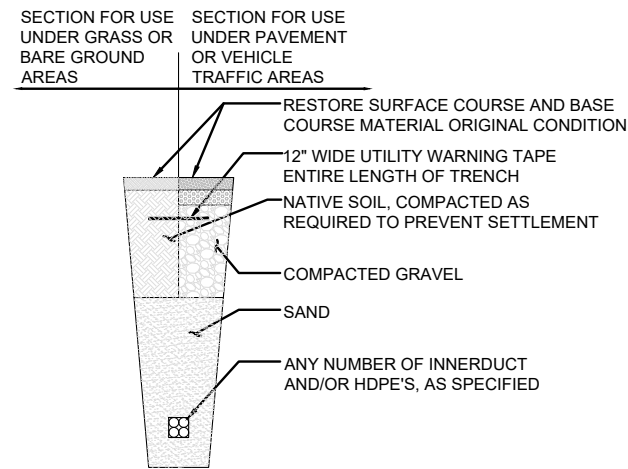
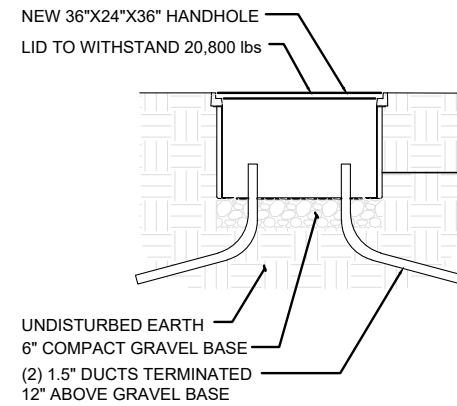
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SITE NAME
 0007-U-S1

SITE ADDRESS (NEAREST)
 ORANGE LOT.
 BLOOMINGTON, IN,
 47408

SHEET NAME
 UG SITE PLAN

SHEET NUMBER
 UG-03



1100 E. WOODFIELD ROAD, SUITE 500
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E	01/23/23	95% REVIEW	LB
F	03/08/23	95% REVIEW	LB

TYPICAL HANDHOLE CONNECTION

SCALE: N.T.S.

1

TYPICAL TRENCH 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

0007-U-SI

SITE ADDRESS (NEAREST)

ORANGE LOT.
BLOOMINGTON, IN,
47408

SHEET NAME

DETAILS

SHEET NUMBER

D-01

REV	DATE	DESCRIPTION	BY
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E	01/23/23	95% REVIEW	LB
F	03/08/23	95% 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

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

SITE NAME
0007-U-S1

SITE ADDRESS (NEAREST)
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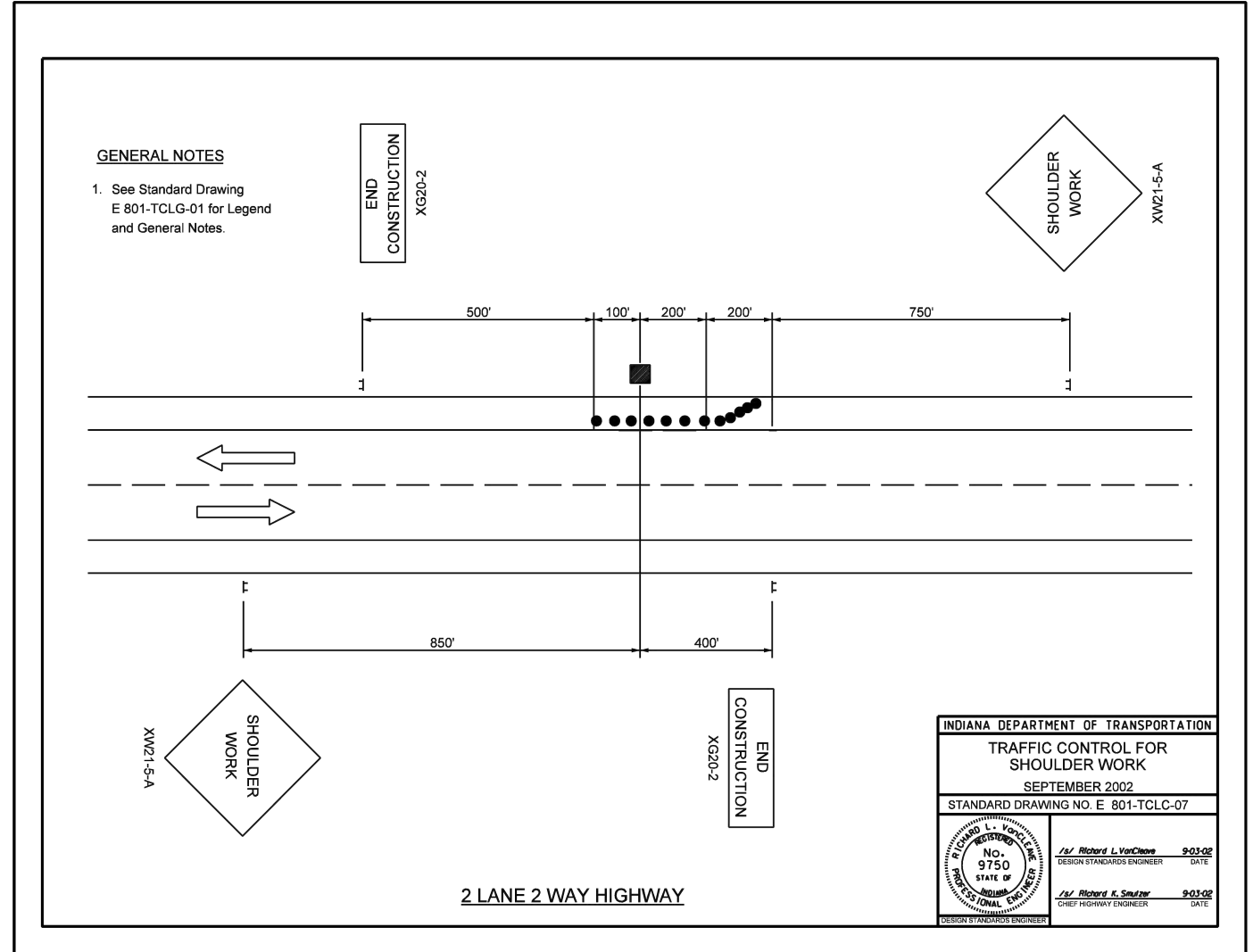
SHEET NAME
**TRAFFIC CONTROL
 LEGEND AND
 GENERAL NOTES**

SHEET NUMBER
TCP-01



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INDIANA DEPARTMENT OF TRANSPORTATION
 TRAFFIC CONTROL FOR SHOULDER WORK
 SEPTEMBER 2002
 STANDARD DRAWING NO. E 801-TCLC-07

	<i>/s/ Richard L. VarChow</i> DESIGN STANDARDS ENGINEER	9-03-02 DATE
	<i>/s/ Richard K. Smutzer</i> CHIEF HIGHWAY ENGINEER	9-03-02 DATE

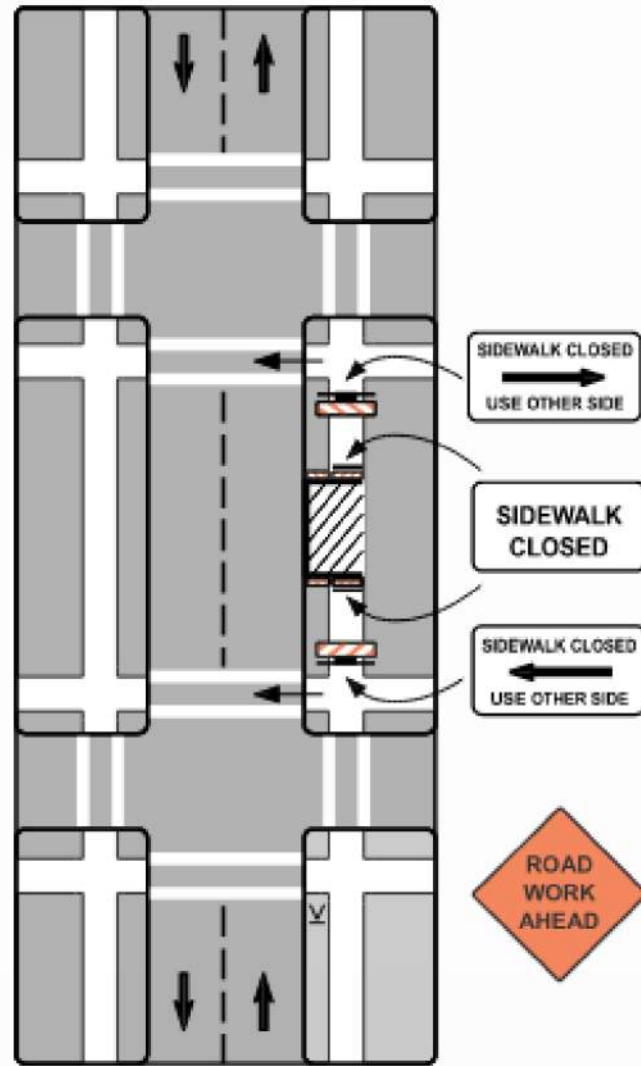
SITE NAME
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SITE ADDRESS (NEAREST)
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 BLOOMINGTON, IN,
 47408

SHEET NAME
 TRAFFIC CONTROL
 PLAN

SHEET NUMBER
 TCP-02

Sidewalk Closure
(Pedestrian Detour)

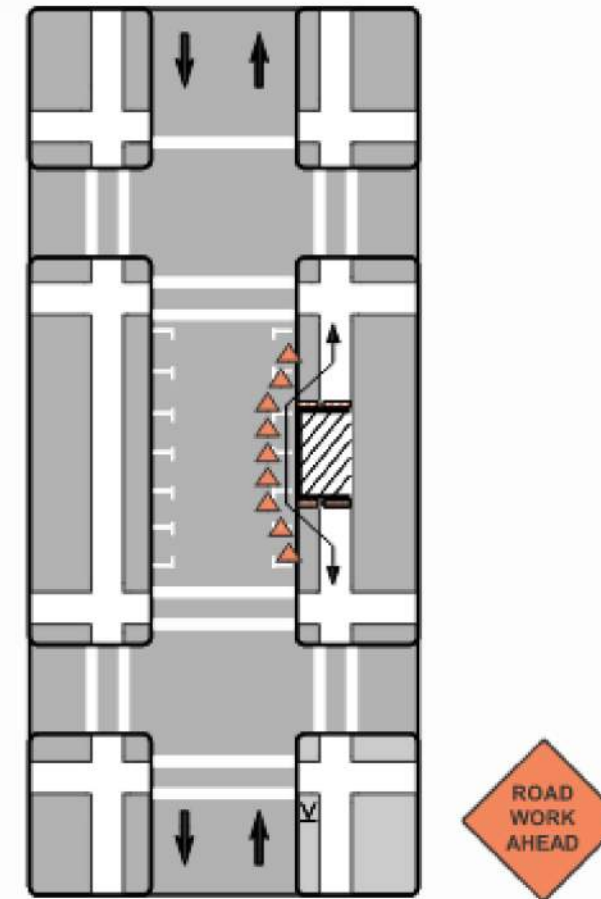


Notes:

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



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

REV	DATE	DESCRIPTION	BY
A	07/20/22	90% REVIEW	CS
B	07/23/22	90% REVIEW	CS
C	09/12/22	90% REVIEW	LB
D	10/21/22	90% REVIEW	LB
E	01/23/23	95% REVIEW	LB
F	03/08/23	95% REVIEW	LB

SITE NAME

0007-U-S1

SITE ADDRESS (NEAREST)

ORANGE LOT.
BLOOMINGTON, IN,
47408

SHEET NAME

TRAFFIC CONTROL
PLAN

SHEET NUMBER

TCP-03



SEGMENT INFORMATION

SITE NAME: 0010-U-S1
NEAREST ADDRESS: 1000 E. 17TH ST.
 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

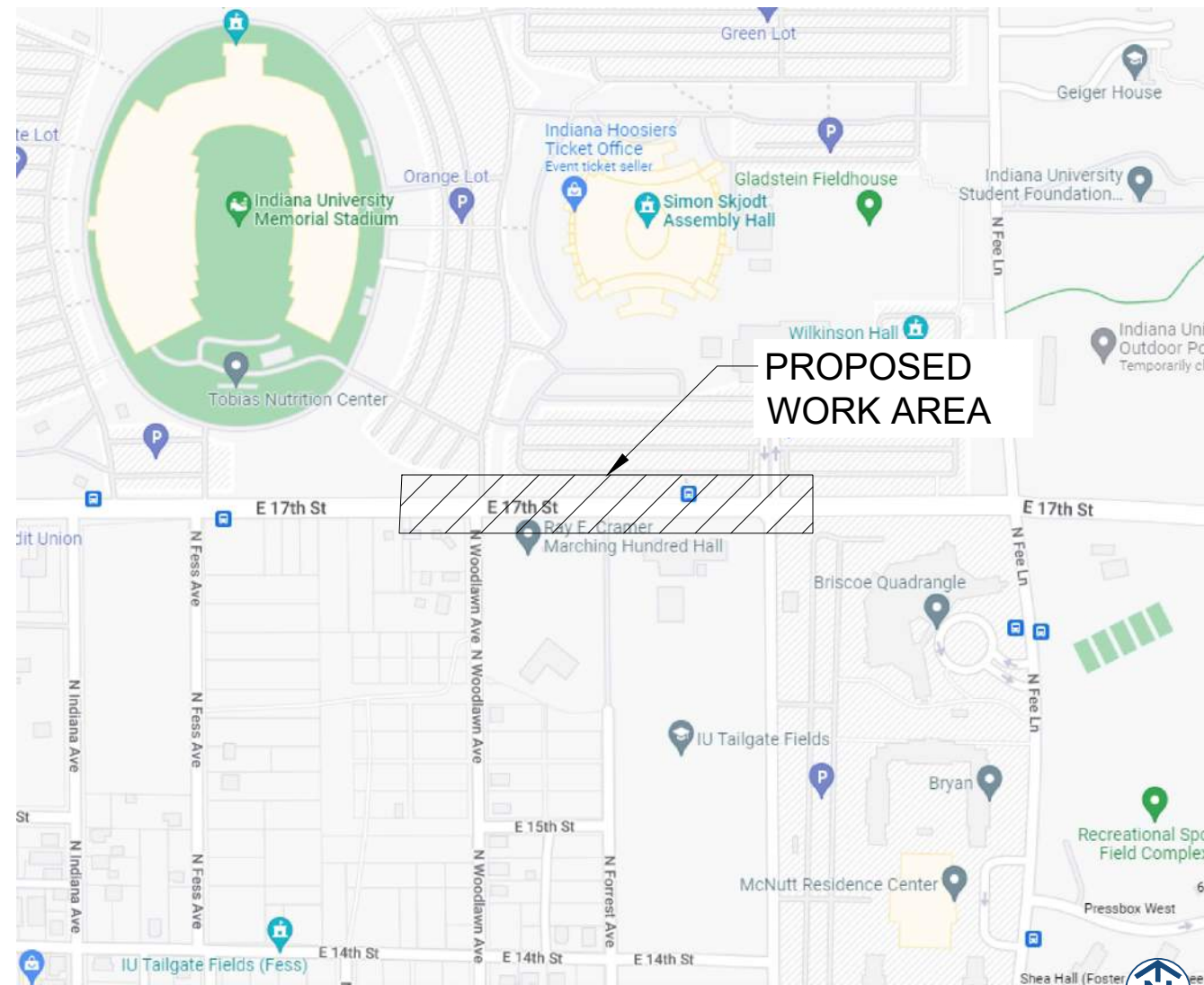
CONSTRUCTION TYPE: UNDERGROUND CONDUIT

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
U-01	UG SITE PLAN
U-02	UG SITE PLAN
D-01	DETAILS
TCP-01	TRAFFIC CONTROL PLAN
TCP-02	TRAFFIC CONTROL PLAN
TCP-03	TRAFFIC CONTROL PLAN

REV	DATE	DESCRIPTION	BY
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B	07/23/22	90% REVIEW	CS
C	09/13/22	90% REVIEW	LB
D	10/20/22	90% REVIEW	LB
E	02/22/23	95% 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

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

SITE NAME
 0010-U-S1

SITE ADDRESS (NEAREST)
 1000 E. 17TH ST.
 BLOOMINGTON, IN,
 47408

SHEET NAME
 TITLE SHEET

SHEET NUMBER
 T-01

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: 0010-U-S1
Project Location: Bloomington, IN

Date of Analysis: 9/12/22
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 checked="" type="checkbox"/> Simple	<input 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		2	8	0

SUE Impact Score 1.8



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

REV	DATE	DESCRIPTION	BY
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B	07/23/22	90% REVIEW	CS
C	09/13/22	90% REVIEW	LB
D	10/20/22	90% REVIEW	LB
E	02/22/23	95% REVIEW	LB

SITE NAME
0010-U-S1

SITE ADDRESS (NEAREST)
1000 E. 17TH ST.
BLOOMINGTON, IN,
47408

SHEET NAME
GENERAL NOTES

SHEET NUMBER
T-02



1100 E. WOODFIELD ROAD, SUITE 500
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REV	DATE	DESCRIPTION	BY
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C	09/13/22	90% REVIEW	LB
D	10/20/22	90% REVIEW	LB
E	02/22/23	95% REVIEW	LB

SITE NAME
0010-U-SI

SITE ADDRESS (NEAREST)
**1000 E. 17TH ST.
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

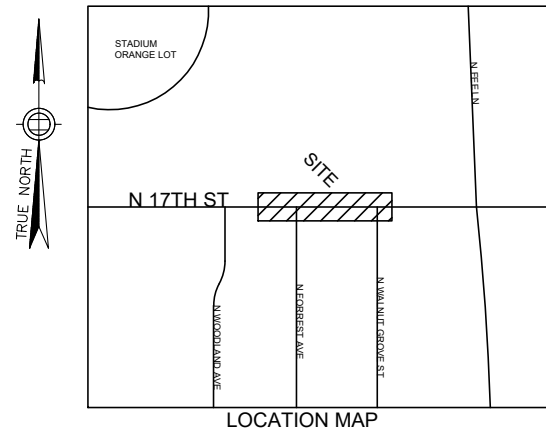
- EXISTING WATER MAIN
- EXISTING WATER MAIN (ABANDON)
- EXISTING WATER SHUT OFF
- EXISTING FIRE CISTERN MANHOLE
- EXISTING WATER CAP



- 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

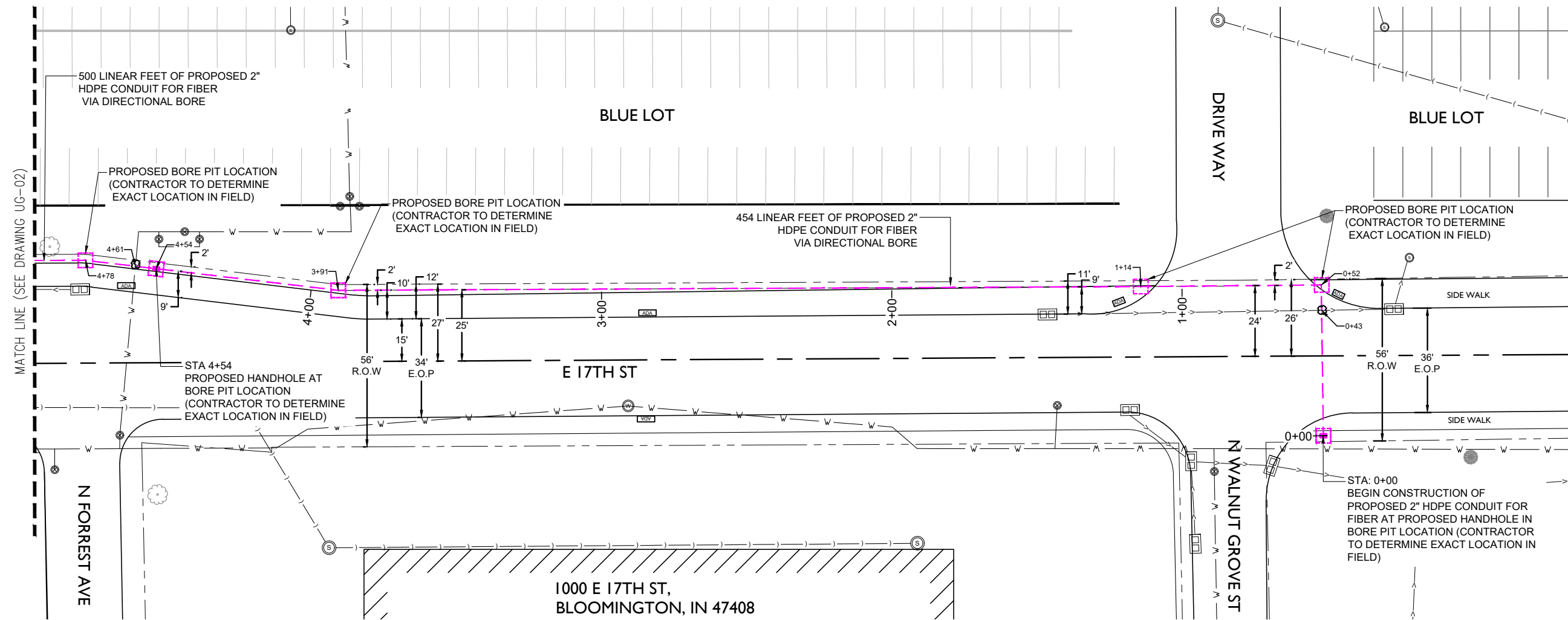


-  CONTRACTOR TO TEST HOLE AND VERIFY EXISTING UTILITY LOCATION & DEPTH WHEN DIRECTIONAL BORING
 -  PROPOSED BORE PIT LOCATION CONTRACTOR TO DETERMINE EXACT LOCATION IN FIELD
- CONTRACTOR SHALL CALL DIGGER TWO (2) WORKING DAYS (48 HOURS) BEFORE DIGGING.



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

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C	09/13/22	90% REVIEW	LB
D	10/20/22	90% REVIEW	LB
E	02/22/23	95% REVIEW	LB

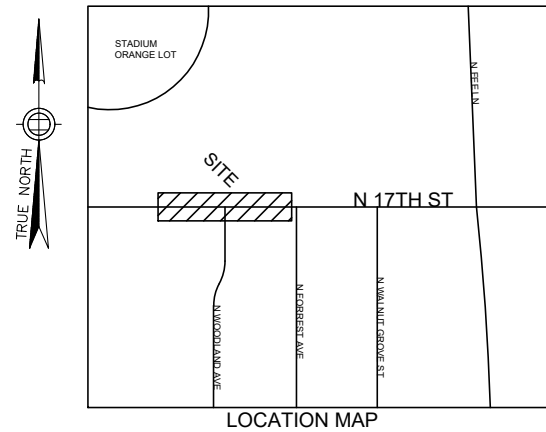


SITE PLAN

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

1

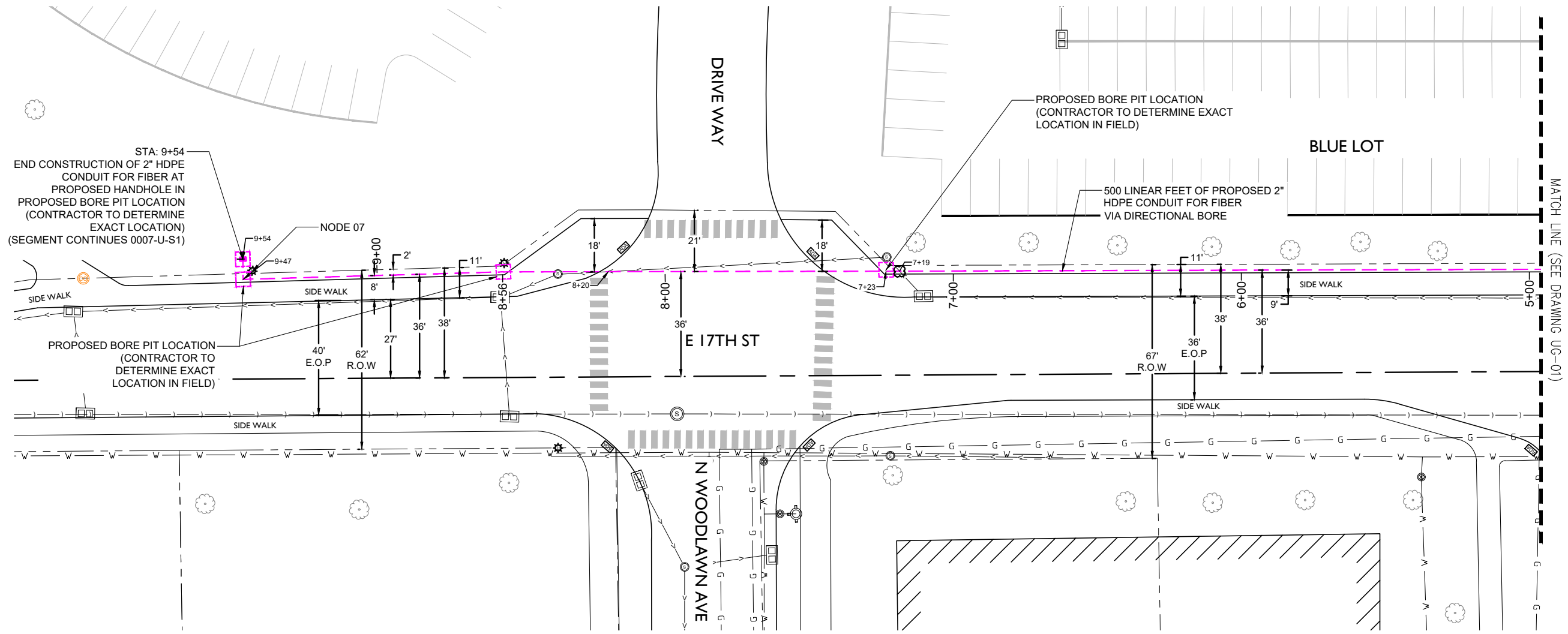
SITE NAME	0010-U-S1
SITE ADDRESS (NEAREST)	1000 E. 17TH ST. BLOOMINGTON, IN, 47408
SHEET NAME	UG SITE PLAN
SHEET NUMBER	UG-01



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



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SITE NAME
 0010-U-S1

SITE ADDRESS (NEAREST)
 1000 E. 17TH ST.
 BLOOMINGTON, IN,
 47408

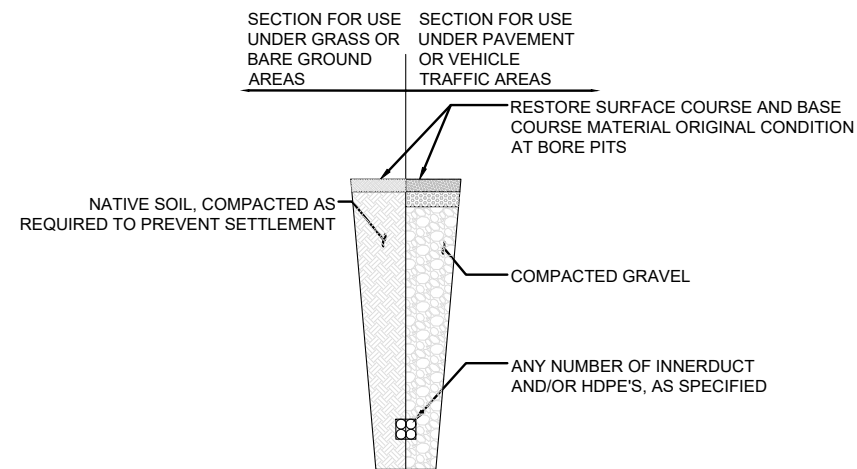
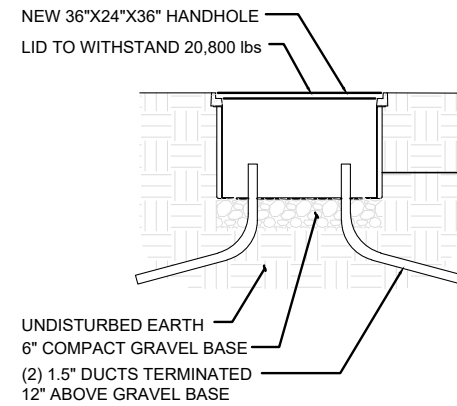
SHEET NAME
 UG SITE PLAN

SHEET NUMBER
 UG-02

SITE PLAN

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

1



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E	02/22/23	95% 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

0010-U-SI

SITE ADDRESS (NEAREST)

1000 E. 17TH ST.
BLOOMINGTON, IN,
47408

SHEET NAME

DETAILS

SHEET NUMBER

D-01

REV	DATE	DESCRIPTION	BY
A	07/20/22	90% REVIEW	CS
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D	10/20/22	90% REVIEW	LB
E	02/22/23	95% 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**

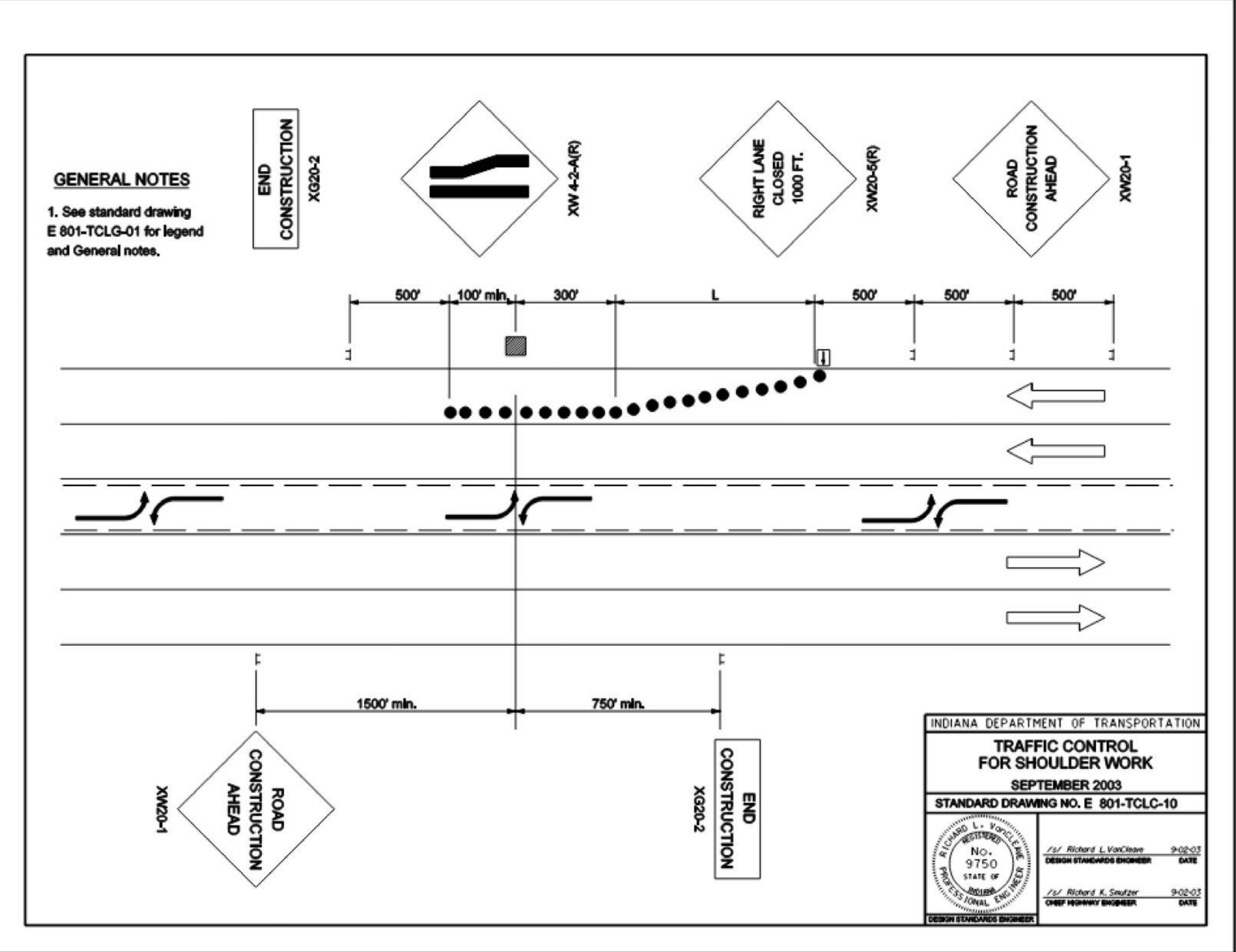
SEPTEMBER 2016

STANDARD DRAWING NO. E 801-TCLG-01

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

SITE NAME	0010-U-SI
SITE ADDRESS (NEAREST)	1000 E. 17TH ST. BLOOMINGTON, IN, 47408
SHEET NAME	TRAFFIC CONTROL LEGEND AND GENERAL NOTES
SHEET NUMBER	TCP-01

REV	DATE	DESCRIPTION	BY
A	07/20/22	90% REVIEW	CS
B	07/23/22	90% REVIEW	CS
C	09/13/22	90% REVIEW	LB
D	10/20/22	90% REVIEW	LB
E	02/22/23	95% REVIEW	LB



INDIANA DEPARTMENT OF TRANSPORTATION
TRAFFIC CONTROL FOR SHOULDER WORK
 SEPTEMBER 2003
 STANDARD DRAWING NO. E 801-TCLC-10

	/s/ Richard L. VanCleave	9-02-03
	DESIGN STANDARDS ENGINEER	DATE
	/s/ Richard K. Snutzer	9-02-03
	CHIEF HIGHWAY ENGINEER	DATE

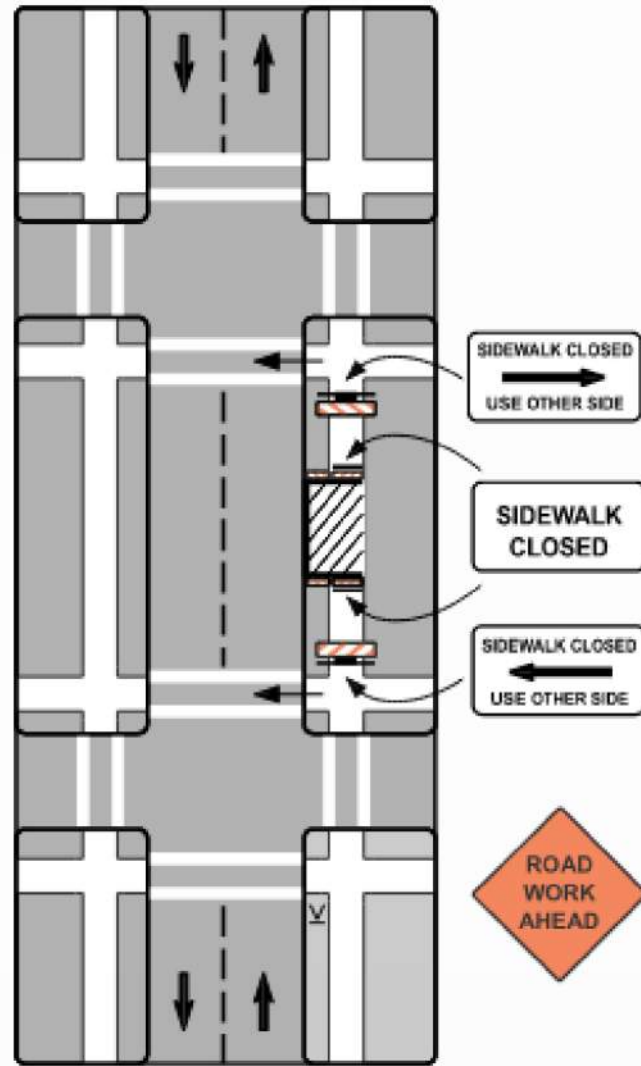
SITE NAME

SITE ADDRESS (NEAREST)

SHEET NAME

SHEET NUMBER

Sidewalk Closure
(Pedestrian Detour)

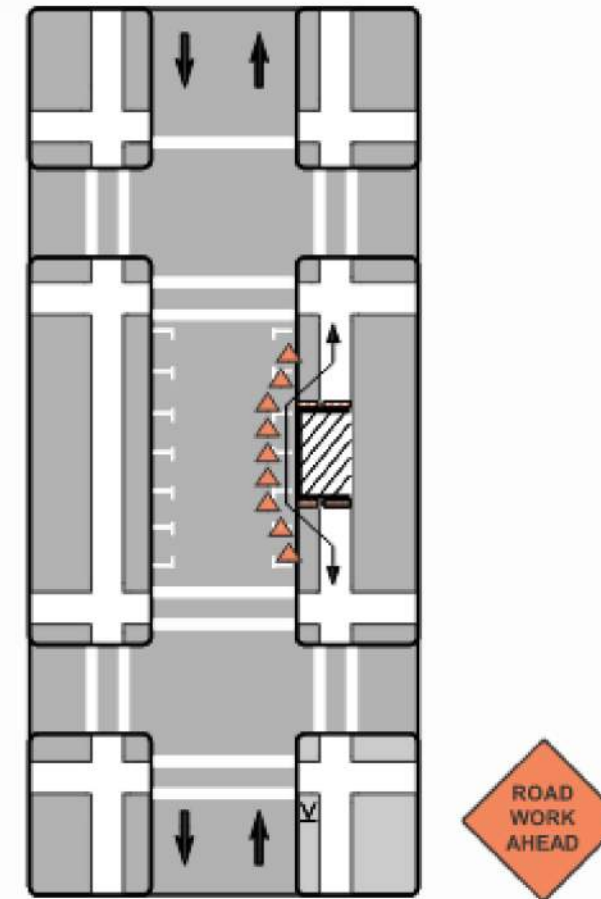


Notes:

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.

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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.

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

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B	07/23/22	90% REVIEW	CS
C	09/13/22	90% REVIEW	LB
D	10/20/22	90% REVIEW	LB
E	02/22/23	95% REVIEW	LB

SITE NAME

0010-U-S1

SITE ADDRESS (NEAREST)

1000 E. 17TH ST.
BLOOMINGTON, IN,
47408

SHEET NAME

TRAFFIC CONTROL
PLAN

SHEET NUMBER

TCP-03




CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

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

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

ROW EXCAVATION ROW USE

ADDRESS OF ROW ACTIVITY: _____

A. APPLICANT/AGENT INFORMATION:		D. TRAFFIC CONTROL DEVICES*:	
APPLICANT NAME: <u>Renee Guider</u>		<input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD	
E-MAIL: <u>Renee.Guider@crowncastle.com</u>		<input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES	
COMPANY: <u>Crown Castle Fiber LLC</u>		<input checked="" type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER	
ADDRESS: <u>4545 E River Rd, Suite 320</u>		*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet	
CITY, STATE, ZIP: <u>Rochester, NY 14586</u>		E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
24-HR EMERGENCY CONTACT NAME: <u>Network Operations Center</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	
24-HR CONTACT PHONE #: <u>1-800-497-5578</u>		F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT?	
INSURANCE #*: _____ COMPANY: _____		PROJECT NAME: _____	
BOND #*: <u>CMS0332763</u> COMPANY: <u>Willis Towers Watson</u>		PROJECT #: _____	
*INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED		PROJECT MGR.: _____	
SUBCONTRACTOR INFORMATION		PROJECT MGR. #: _____	
(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)		*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY	
COMPANY NAME: _____		*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*		SQ FT OF PAVEMENT* EXCAVATIONS: _____	
(EXPLAIN): <u>Directional bore for fiber optic cable placement</u>		*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS	
EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND		SQ FT OF NON-PAVEMENT EXCAVATIONS: _____	
C. RIGHT OF WAY TO BE USED/CLOSED:		*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE	
STREET NAME 1: <u>E 17th St</u>		LINEAL FT OF BORE*: <u>2252'</u>	
1ST INTERSECTING STREET NAME: <u>N Dunn St</u>		*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS	
2ND INTERSECTING STREET NAME: <u>N Walnut Grove St</u>		# OF POLE INSTALLATIONS/REMOVAL: _____	
<input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		SQ FT OF SIDEWALK RECONSTRUCTION*: _____	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED	
TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input checked="" type="checkbox"/> N **NON-METERED		SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____	
START DATE: <u>4/24/23</u> END DATE: <u>4/28/23</u> # OF DAYS*: <u>5</u>		*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE	
STREET NAME 2: _____		#RESIDENTIAL DRIVEWAY INSTALLATION: _____	
1ST INTERSECTING STREET NAME: _____		 <p>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. ITS THE LAW.</p>	
2ND INTERSECTING STREET NAME: _____			
<input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/>		H. INDEMNIFICATION AGREEMENT:	
<input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER		The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.	
TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED		I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.	
START DATE: _____ END DATE: _____ # OF DAYS*: _____		PRINT NAME: <u>Renee Guider</u>	
*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW		SIGNATURE: <u>Renee Guider</u>	
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM		DATE: <u>3/28/23</u>	
STANDARD CLOSURE HOURS <input checked="" 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)			

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 Closure along E 10th St between N Indiana Ave and N Woodlawn Ave

Staff Representative: Alex Gray

Petitioner/Representative: Crown Castle Fiber

Date: April 11th, 2023

Report: Crown Castle Fiber is requesting a lane closure along E 10th St between N Indiana Ave and N Woodlawn Ave for directional boring for new duct that will be used to run fiber optic cable for their small cell network installation project. The work is expected to take 4 days in total and be completed the week of May 8th through May 11th, 2023, weather permitting.



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

April 3, 2023

Via Email

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

Re: Lane Closure for E 10th St Underground

Crown Castle is requesting lane closure of westbound curb lane of E 10^h St between N Indiana Ave & N Woodlawn Ave to directional bore to pull 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 8th through May 11th, 2023, weather permitting.

Crown Castle will coordinate scheduling of this work with the City of Bloomington, City of Bloomington Utilities & Law Enforcement 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: 0009-U-S1
NEAREST ADDRESS: 821 E 10TH ST,
 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

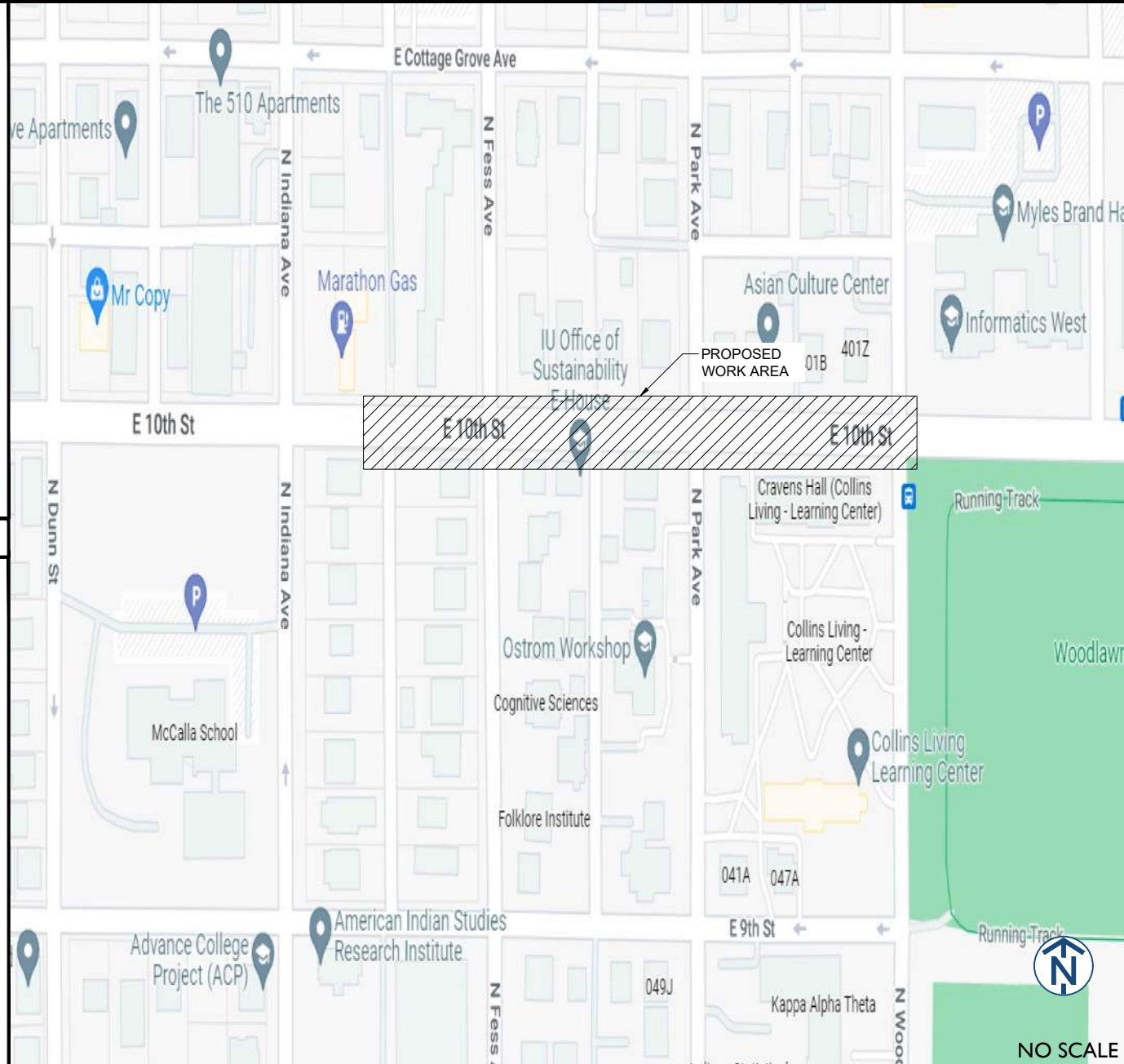
CONSTRUCTION TYPE: UNDERGROUND CONDUIT

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
U-01	UG SITE PLAN
U-02	UG SITE PLAN
D-01	DETAILS

REV	DATE	DESCRIPTION	BY
A	07/21/22	90% REVIEW	CS
B	07/23/22	90% REVIEW	CS
C	08/16/22	90% REVIEW	LB
D	09/13/22	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

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



SITE NAME
 0009-U-S1

SITE ADDRESS (NEAREST)
 821 E 10TH ST,
 BLOOMINGTON, IN,
 47408

SHEET NAME
 TITLE SHEET

SHEET NUMBER
 T-01

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: 0009_U_S1
Project Location: Bloomington, IN

Date of Analysis: 9/7/22
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 type="checkbox"/> Denser	<input checked="" type="checkbox"/> Densest
2	Utility Type	<input checked="" type="checkbox"/> Less-Critical	<input type="checkbox"/> Sub-Critical	<input type="checkbox"/> Critical
3	Utility Pattern - Parallel Utilities	<input type="checkbox"/> Simple	<input checked="" type="checkbox"/> Medium	<input checked="" type="checkbox"/> Complex
4	Utility Pattern - Perpendicular Utilities	<input checked="" type="checkbox"/> Simple	<input 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		3	6	2

SUE Impact Score 2.1



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

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C	08/16/22	90% REVIEW	LB
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SITE NAME
0009-U-S1

SITE ADDRESS (NEAREST)
821 E 10TH ST,
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	07/21/22	90% REVIEW	CS
B	07/23/22	90% REVIEW	CS
C	08/16/22	90% REVIEW	LB
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SITE NAME
0009-U-S1

SITE ADDRESS (NEAREST)
**821 E 10TH ST,
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 HH
- PROPOSED QUAZITE BOX

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

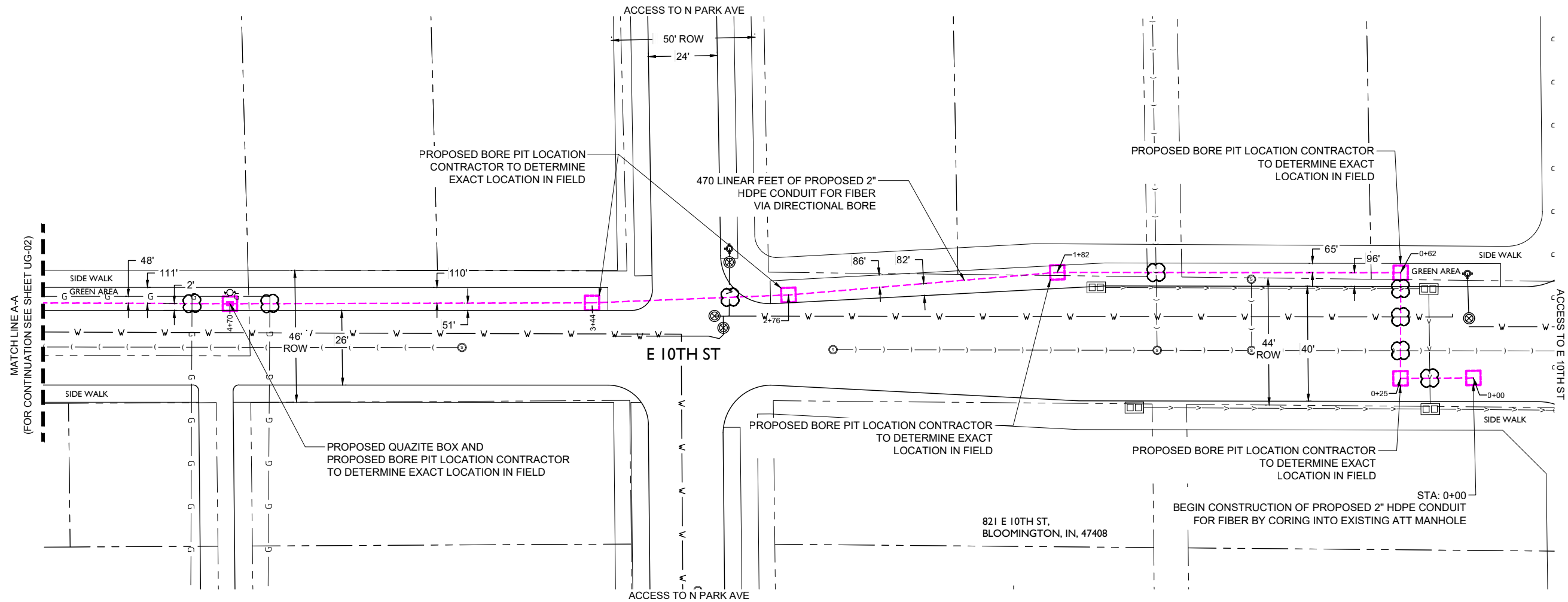
11'x17' SCALE: NTS
 24'x36' SCALE: NTS

1



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

REV	DATE	DESCRIPTION	BY
A	07/21/22	90% REVIEW	CS
B	07/23/22	90% REVIEW	CS
C	08/16/22	90% REVIEW	LB
D	09/13/22	90% REVIEW	LB



MATCH LINE A-A
(FOR CONTINUATION SEE SHEET UG-02)

ACCESS TO E 10TH ST

- 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.

SITE NAME

0009-U-S1

SITE ADDRESS (NEAREST)

821 E 10TH ST,
 BLOOMINGTON, IN,
 47408

SHEET NAME

UG SITE PLAN

SHEET NUMBER

UG-01

SITE PLAN

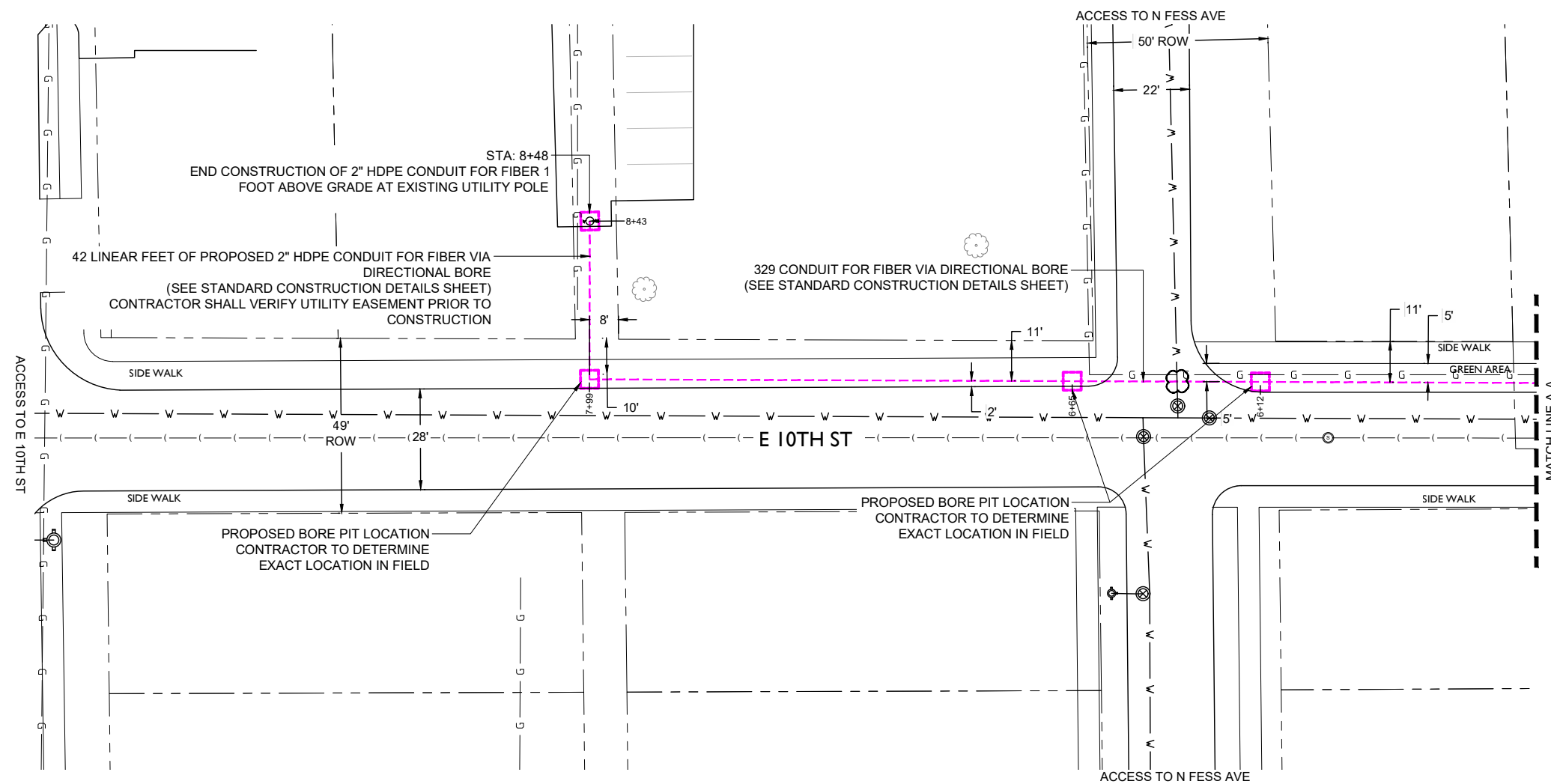
24x36 SCALE: 1" = 20'-0"
 11x17 SCALE: 1" = 40'-0"

1



1100 E. WOODFIELD ROAD, SUITE 500
 SCHAUMBURG, ILLINOIS 60173
 TEL: 847-908-8400
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REV	DATE	DESCRIPTION	BY
A	07/21/22	90% REVIEW	CS
B	07/23/22	90% REVIEW	CS
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- 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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SITE PLAN

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

1

SITE NAME

0009-U-S1

SITE ADDRESS (NEAREST)

821 E 10TH ST,
 BLOOMINGTON, IN,
 47408

SHEET NAME

UG SITE PLAN

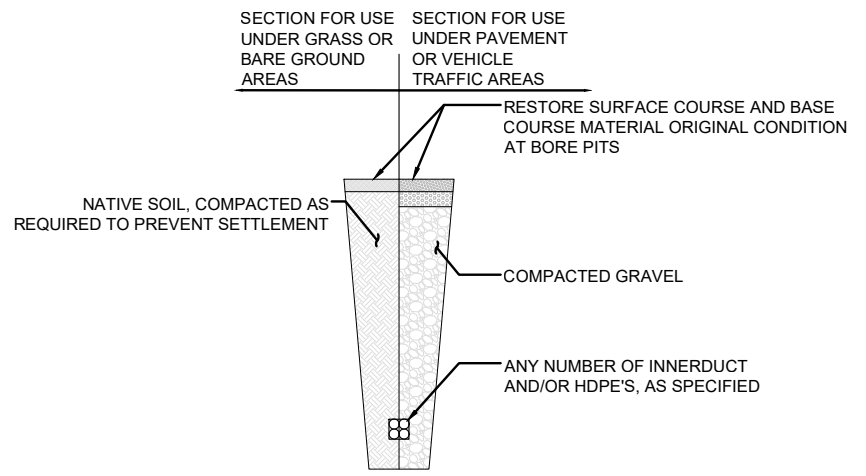
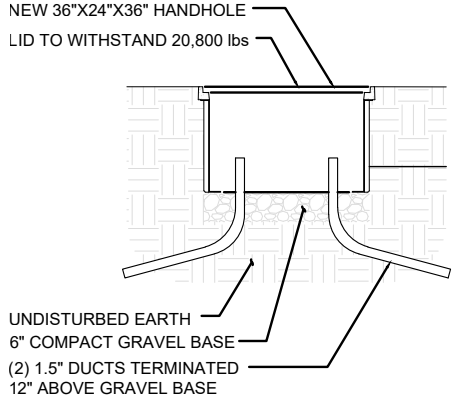
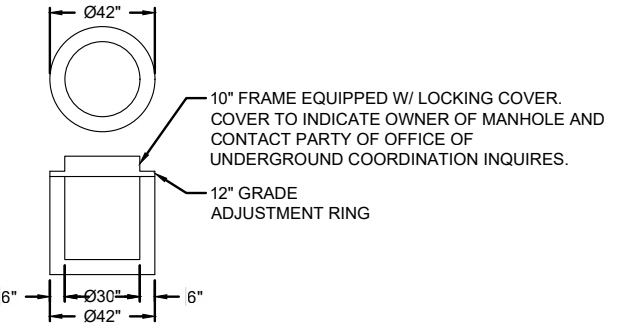
SHEET NUMBER

UG-02



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

REV	DATE	DESCRIPTION	BY
A	07/21/22	90% REVIEW	CS
B	07/23/22	90% REVIEW	CS
C	08/16/22	90% REVIEW	LB
D	09/13/22	90% REVIEW	LB



TYPICAL MANHOLE DETAIL

SCALE: N.T.S. 1

TYPICAL HANDHOLE CONNECTION

SCALE: N.T.S. 2

TYPICAL DIRECTIONAL BORE DETAIL

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

0009-U-SI

SITE ADDRESS (NEAREST)

821 E 10TH ST,
 BLOOMINGTON, IN,
 47408

SHEET NAME

DETAILS

SHEET NUMBER

D-1




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>E 10th St</u> 1ST INTERSECTING STREET NAME: <u>North Indiana Ave</u> 2ND INTERSECTING STREET NAME: <u>North Woodlawn Ave</u> <input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input checked="" 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>ASAP</u> END DATE: _____ # OF DAYS*: <u>3</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>845</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>1/11/23</u>

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



City of Bloomington Fire Department

Respect - Integrity - Service - Excellence
"Saving Lives and Protecting Property with Honor and Professionalism"

TO: Board of Public Works

FROM: Bloomington Fire Department
Jason Moore, Chief

DATE: April 11, 2023

RE: Approval of Architectural Services and Feasibility Agreement between the
Bloomington Fire Department and MartinRiley

Report: This Agreement combines the provision of architectural services for the renovation of existing Fire Station No. 1 (300 East Fourth Street); the provision of certain services for a feasibility study for the renovation of existing Fire Station No. 3 (810 Woodlawn); and the provision of certain services for a feasibility study regarding the construction of a storage and training facility. The costs associated with the services provided in this Agreement are as follows:

Architectural Services for Fire Station No. 1:	\$547,700
Feasibility Study for Fire Station No. 3:	\$12,500
Feasibility Study for Training/Storage Facility:	\$9,500

Total: \$569,700

If the results of the feasibility studies indicate it is feasible to move forward with the renovation of Station No. 3 and the construction of a Training/Storage facility, the architectural services for those projects will come forward to the Board of Public Works in an addendum to the current Agreement.

City of Bloomington Contract and Purchase Justification Form

Vendor: Martin-Riley

Contract Amount: \$569,700.00

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

PURCHASE INFORMATION

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

Request for Quote (RFQ)

Request for Proposal (RFP)

Sole Source

Not Applicable (NA)

Invitation to Bid (ITB)

Request for Qualifications (RFQu)

Emergency Purchase

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

Yes No

of Submittals:

Yes No

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

Met city requirements?

Met item or need requirements?

Was an evaluation team used?

Was scoring grid used?

Were vendor presentations requested?

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

The selected vendor completed two open bid processes resulting in being awarded both contracts (1) Station Condition Analysis and (2) Due Diligence for Station 1 remodel. Their prior work gives them special knowledge of the projects in this current contract, which will reduce the project timeline and save money.

Jason Moore

Print/Type Name

Fire Chief

Print/Type Title

Fire Department

Department

**AGREEMENT BETWEEN
CITY OF BLOOMINGTON FIRE DEPARTMENT
AND
MARTINRILEY**

This Agreement, entered into on this _____ day of _____, 2023 by and between the city of Bloomington Fire Department (the "Department" or "Owner") and MARTINRILEY ("Consultant" or "Architect"),

WITNESSETH:

WHEREAS, the Department wishes to enter into a contract for the provision of certain services for the renovation of the existing Fire Station No. 1 (300 East Fourth Street) consisting of approximately 12,350 square feet;

WHEREAS, the Department wishes to enter into a contract for the provision of certain services for a feasibility study regarding the renovation of the existing Fire Station No. 3 (810 Woodlawn Avenue); and

WHEREAS, the Department wishes to enter into a contract for the provision of certain services for a feasibility study regarding the construction of a storage and training facility;

WHEREAS, the Department requires the services of a professional consultant in order to perform said services (the "Services" are further defined below); and

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

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

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

Article 1. Scope of Services: Consultant shall provide the Services as specified in Exhibits A, and Exhibit C "Scope of Services," attached hereto and incorporated into this Agreement. In the event that any term or condition set forth in any Exhibit conflicts with the terms of this Agreement, the language in pages 1 through 8 of this Agreement shall control.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement consistent with the Standard of Care identified in Article 2.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Jason Moore and/or Jayme Washel as the Department's Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for the projects described in this Agreement only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department: The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation: The Department shall pay the Consultant for the renovation of the existing Fire Station No. 1 (300 East Fourth Street) consisting of approximately 12,350 square feet in accordance with the terms outlined in Exhibit B. However, under no circumstance shall the compensation associated with the renovation of the existing Fire Station No. 1 exceed Five Hundred Forty Seven Thousand and Seven Hundred Dollars and No Cents (\$547,700).

The Department shall pay the Consultant for certain services related to the feasibility study regarding the renovation of the existing Fire Station No. 3 (810 Woodlawn Avenue) in accordance with the terms outlined in Exhibit D. However, under no circumstance shall the compensation associated with the feasibility study for the renovation of the existing Fire Station No. 3 exceed Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00).

The Department shall pay the Consultant for certain services related to the feasibility study regarding the construction of a storage and training facility in accordance with the terms outlined in Exhibit D. However, under no circumstance shall the compensation associated with the feasibility study for the construction of a storage and training facility exceed Nine Thousand Five Hundred Dollars and No Cents (\$9,500.00).

Consultant shall invoice the Department. The invoice shall be sent to:

Bloomington Fire Department
PO Box 100
Bloomington, IN 47402
moorja@bloomington.in.gov

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Consultant within thirty (30) days of receipt of invoice.

Additional services not set forth in Article I, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit E.

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collection of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

Article 8. Identity of the Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the Department, or alternatively, unless Consultant has

specifically identified the subcontractor in Exhibit A or Exhibit C. The Department reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost: All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

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

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

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 13. Indemnification: Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the

Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it.

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability and

Automobile Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

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

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

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

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

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

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

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

Article 21. Non-Discrimination: Consultant 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 all regards, including, but not limited to, employment.

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state, and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment.

Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit F, affirming that Consultant does not knowingly employ an unauthorized alien. Exhibit F is attached hereto and incorporated into this Agreement. "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.

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

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 24. Notices: Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

Department:

City of Bloomington Fire Department
PO Box 100
Bloomington, IN 47402
Attn: Jason Moore

Consultant:

MARTINRILEY, Inc.
221 West Baker Street
Ft. Wayne, IN 46802
Attn: Jack E. Daniel

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

Article 25. Intent to be Bound: The Department and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors,

administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 26. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Consultant. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

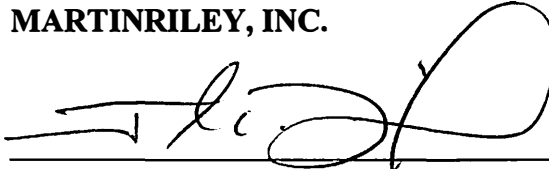
Article 27. Non-Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit G, affirming that Consultant has not engaged in any collusive conduct. Exhibit G is attached hereto and incorporated into this Agreement.

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

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

MARTINRILEY, INC.



Signature and Title

Jack Daniel, Principal/Treasurer

Printed Name

CITY OF BLOOMINGTON FIRE DEPARTMENT

Jason Moore, Chief

EXHIBIT A
SCOPE OF SERVICES FIRE STATION NO. 1

Article 1. Initial Information: The project includes the renovation of the existing Fire Station No. 1 (300 East Fourth Street) consisting of approximately 12,350 square feet. Approximately, 3,440 square feet of the existing building will be selectively demolished to accommodate the construction of 4,892 square feet of new construction. The final project will include 13,240 square feet of new and renovated space. The conceptual plans for this project were a product of a Due Diligence Study completed by MartinRiley in October 2022. The scope and fee of this design contract may be amended to allow for changes in the Owner's construction budget, square footage and programmatic requirements as the design progresses. The Owner's construction budget is \$5,396,000.00.

Article 2. Commencement and Substantial Completion Dates: The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

a. Commencement of construction date:

On or about October 1, 2023

b. Substantial Completion date:

On or about December 31, 2024

Article 3. Scope of Architect's Basic Services:

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, plumbing, and electrical engineering services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the

Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4 of this Exhibit.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4 of this Exhibit.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5 of this Exhibit, and request the Owner's approval.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3)

determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3 of this Exhibit, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the

most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person in writing to serve as an Initial Decision Maker, defined as the person to analyze claims and disputes submitted by either the Owner or the Contractor and make an initial determination as to the validity of those claims, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 of this Exhibit and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3 of this Exhibit, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3 of this Exhibit, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retain age or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

Article 4. Additional Services

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming (B202-2009)	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.4 Existing facilities surveys	Owner	4.2.1 Reimbursable Expenses
§ 4.1.5 Site evaluation and planning (B203-2007)	Not Provided	
§ 4.1.6 Building Information Model management responsibilities (E202-2008)	Not Provided	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Provided	
§ 4.1.9 Architectural interior design	Not Provided	
§ 4.1.10 Value analysis (B207-2008)	Not Provided	
§ 4.1.11 Value analysis	Not Provided	
§ 4.1.12 On-site project representation (B207-2008)	Not Provided	
§ 4.1.13 Conformed documents for construction	Not Provided	
§ 4.1.14 As-designed record drawings	Not Provided	
§ 4.1.15 As-constructed record drawings	Not Provided	
§ 4.1.16 Post-occupancy evaluation	Not Provided	
§ 4.1.17 Facility support services (B210-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Architect's coordination of the Owner's consultants	Not Provided	

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.20 Telecommunications/data design	<u>Not Provided</u>	
§ 4.1.21 Security evaluation and planning	<u>Not Provided</u>	
§ 4.1.22 Commissioning (B211-2007)	<u>Not Provided</u>	
§ 4.1.23 Extensive environmentally responsible design	<u>Not Provided</u>	
§ 4.1.24 LEED Certification (B214-2012)	<u>Not Provided</u>	
§ 4.1.25 Fast-track design services	<u>Not Provided</u>	
§ 4.1.26 Historic preservation (B205-2007)	<u>Not Provided</u>	
§ 4.1.27 Furniture, furnishings, and equipment design	<u>Not Provided</u>	
§ 4.1.28 Off-site survey and drainage study	<u>Not Provided</u>	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 of this Exhibit as the Architect's responsibility, if not further described in an exhibit attached to this document. Boundary survey that includes utility sizes/locations, topography and existing improvements (if required).

4.2.1- Reimbursable Expense - Existing Site Survey - Boundary survey that includes utility sizes/locations, topography and existing improvements.

4.2.2 – Reimbursable Expense - Off-Site topographic survey and drainage study

4.2.3 – Reimbursable Expense – Geotechnical testing and reports

4.2.4 – Reimbursable Expense – Hazardous materials testing, reports, & mitigation design

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services

provided in accordance with this Section 4.3 of this Exhibit shall entitle the Architect to compensation pursuant to Section 11.3 of this Exhibit and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect submits a fee for the required additional service(s) and receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 One (1) bi-weekly visits with a maximum of 24 visits to the site by the Architect over the duration of the Project during construction

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.3.5 The Architect shall provide additional site visits upon the request of the Owner at critical phases of construction to observe the conformance with the contract documents. Additional visits will be billed at a cost of \$750.00 per visit if requested. This cost will include travel time, time on-site for observation, consultation and documentation.

Article 5. Owner's Responsibilities

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including: (1) the budget for the Cost of the Work as defined in Section 6.1 of this Exhibit; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Authorized Owner's Representative: Chief Jason Moore

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information

concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services (architect may facilitate) of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

Article 6. Cost of the Work

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted

throughout the Project as required under Sections 5.2, 6.4 and 6.5 of this Exhibit. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4 of this Exhibit.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1 of this Exhibit. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6 of this Exhibit.

Article 8. Claims and Disputes

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, in any case not more than 10 years after the date of Substantial Completion

of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1. 1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to *all* consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be governed by the Indiana Rules of Alternate Dispute Resolution in effect as of the Effective Date of this Agreement. A request for mediation may be made by either party and shall be made in writing, deliver to the other party of the Agreement, and the parties shall mutually agree upon a mediator.. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2 of this Exhibit, the method of binding dispute resolution shall be litigation governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana:

(Check the appropriate box. if the Owner and Architect/ do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 Dispute Resolution

A. Either Owner or Architect may request mediation of any Claim. The mediation will be governed by the Indiana Rules of Alternate Dispute Resolution in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the other party to the Contract.

B. Owner and Architect shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, a party may

1. elect in writing to invoke any dispute resolution process provided for in Indiana Rules for Alternate Dispute Resolution; or
2. agree with the other party to submit the Claim to another dispute resolution process; or
3. give written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

Article 9. Termination or Suspension

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this

Agreement are set forth in Article 7 and Section 11.9.

Article 10. Miscellaneous Provisions

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201- 2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 9.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

Article 11. Compensation

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Five Hundred Forty Seven Thousand Seven Hundred Dollars and No Cents (\$547,700.00)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

1.15 times the Consultants Expense

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

1.15 times the Consultants Expense or based upon the Hourly Rate Schedule, Exhibit B, or a mutually agreeable scope and fee for required services and tasks.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Eight percent (8 %), or as otherwise stated below:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent	(15 %)
Design Development Phase	Twenty percent	(20 %)
Construction Documents Phase	Forty percent	(40 %)
Bidding or Negotiation Phase	Five percent	(5 %)
Construction Phase	Twenty percent	(20 %)
<hr/>		
Total Basic Compensation	One hundred percent	(100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 of this Exhibit based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

Hourly Rate Schedule, Exhibit B.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;

- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

Anticipated Reimbursable Expenses Include:

State Permitting	\$1,500.00
Miscellaneous Testing	\$12,000.00
Mileage	\$5,400.00

§ 11.9 Compensation for Use of Architect's Instruments of Services

If either party terminates this Agreement, there shall be no fee for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of Zero (\$0) shall be made upon execution of this Agreement.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of prime plus two percent (2%).

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 Limitation of Liability

12.2 Neither the Architect, the Architect's consultants, nor their agents or employees shall be jointly, severally or individually liable to the owner in excess of the compensation to be paid pursuant to this Agreement or of one hundred thousand dollars (\$100,000.00), whichever is greater, by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional

EXHIBIT B

MARTINRILEY architects-engineers

BILLING RATE SCHEDULE

	<u>Standard Rates</u>	<u>Legal Rates</u>
Principal	\$195.00	\$245.00
Engineer (P.E.)	\$185.00	\$235.00
Registered Roof Consultant	\$150.00	\$200.00
Architect	\$135.00	\$185.00
Engineering Designer	\$135.00	\$185.00
Project Manager	\$130.00	\$140.00
Engineering Technician	\$ 95.00	\$120.00
Designer	\$ 95.00	
Interior Designer	\$ 95.00	
Production	\$ 85.00	
Admin/Clerical	\$ 75.00	
Intern	\$ 45.00	
FARO 3-D Scanning	\$ 90.00	
FARO Processing	\$170.00	

Services and rates available upon request:

FLIR Infrared Thermography

Consultant and Reimbursable expenses shall be billed at 15% above the amount invoiced **MARTINRILEY** architects-engineers.

Mileage shall be invoiced at .67 per mile

EXHIBIT C
SCOPE OF ENGINEERING SERVICES

1. Bloomington Fire Department Station No. 3 – Addition and Renovation Due Diligence Site Development Planning:

- a. Develop site requirements/needs from BFD staff input.
- b. Procurement of current ALTA Survey documenting the property boundaries, topography, improvements, utilities, easements, etc.
- c. Procurement of Phase I Environmental Survey (if necessary).
- d. Procurement of geotechnical report including soil borings (up to 4 borings).
- e. Attempt to identify abandoned systems (i.e. wells/cisterns/septic tanks).
- f. Identify potential floodway/wetlands restrictions (no delineation is included).
- g. Research existing zoning/restrictive covenants and any variances that may be required for the intended use.
- h. Identify existing utilities availability and capacity.
- i. Meet and coordinate with Bloomington Traffic engineering officials to understand their anticipated requirements.
- j. Coordinate with the Bloomington Stormwater Management Authorities to develop a preliminary topography/drainage strategy.
- k. Develop a preliminary site development plan to illustrate placement of addition(s), drives, and other site improvements.
- l. Develop a preliminary Opinion of Probable Cost (OPC) for the site development in the form of a high to low range of costs.

Building Development Planning

- a. Review any existing construction plans and tour the facility to understand the existing conditions and understand any building concerns.
- b. Identify and document strategic functions and needs from BFD staff input.

- c. Develop crew and apparatus accommodations.
- d. Identify training accommodations.
- e. Aesthetic Goals
 - i. Building Materials
 - ii. Design style context
- f. Identify expansion options on existing site and with any potential acquisitions of adjacent property.
- g. Public Uses (if any)
 - i. EMS/Police collaboration
 - ii. Community meeting space
- h. Identify any special accommodations - disaster, communications, fueling, etc.
- i. Develop programmatic square footage requirements for each space required.
- j. Develop preliminary conceptual floor plans(s) to illustrate size and space relationships of key functions.
- k. Develop a conceptual building elevation.
- l. Develop a preliminary Option of Probably Cost {OPC} for the proposed conceptual building plans in the form of a high to low range of costs.

2. Bloomington Fire Department Training Center - Due Diligence
Site Development Planning:

- a. Procurement of current ALTA Survey documenting the property boundaries, topography, improvements, utilities, easements, etc. (if necessary).
- b. Procurement of Phase I Environmental Survey (if necessary).
- c. Procurement of geotechnical report including soil borings (up to 6 borings).
- d. Attempt to identify abandoned systems (i.e. wells/cisterns/septic tanks).
- e. Identify potential floodway/wetlands restrictions (no delineation is included).
- f. Research existing zoning/restrictive covenants and any variances that may be

required for the intended use.

g. Identify existing utilities availability and capacity.

i. Meet and coordinate with Bloomington Traffic engineering officials to understand their anticipated requirements.

j. Coordinate with the Bloomington Stormwater Management Authorities to develop a preliminary topography/drainage strategy.

k. Develop a preliminary site development plan to illustrate placement of building, drives, and other site improvements.

l. Develop a preliminary Opinion of Probable Cost (OPC) for the site development in the form of a high to low range of costs.

Building Development Planning

a. Identify and document strategic functions (replacement).

b. Develop crew training and apparatus accommodations.

c. Identify training activities.

d. Aesthetic Goals

i. Building Materials

ii. Design style context

e. Future Expansion

f. Public Uses (if any)

i. EMS/Police collaboration

ii. Community meeting space

g. Identify special accommodations - disaster, communications, fueling, etc.

h. Develop programmatic square footage requirements for each space required.

i. Develop preliminary conceptual floor plans(s) to illustrate size and space relationships of key functions.

j. Develop a conceptual building elevation.

k. Develop a preliminary Opinion of Probably Cost {OPC) for the proposed conceptual building plans in the form of high to low range of costs.

EXHIBIT D
**COMPENSATION FOR ADDITION AND RENOVATION DUE DILIGENCE FOR
STATION 3 AND DUE DILIGENCE SITE DEVELOPMENT PLANNING FOR
TRAINING CENTER**

Consultant will perform the services described above for a lump-sum fee for each facility as follows:

1. Station No. 3 – Due Diligence	\$12,500.00
2. New Training Center – Due Diligence	<u>\$ 9,500.00</u>
Total: \$22,000.00	

The needs and scope of any site surveys, geotechnical studies and Phase I Environmental Surveys is not known at this time and will be invoiced as a reimbursable expense if they are determined necessary. MartinRiley will obtain at least two quotes from qualified, experienced vendors for BFD consideration and approval before authorizing this work.

EXHIBIT E
ESTIMATED PROJECT SCHEDULE

Fire Station 1:

As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

Due Diligence Schedule for Station No. 3 and New Training Center:

April - May 2023	Begin on-site field work, meetings, etc.
May-June 2023	Develop building requirements
June-July 2023	Develop conceptual site plan, building plan and elevations
July 2023	Present final documentation

EXHIBIT "F"

AFFIDAVIT REGARDING E-VERIFY

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

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

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.

[Handwritten Signature]
Signature

JACK DANIEL PRINCIPAL/TREASURER
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Allen)

Before me, a Notary Public in and for said County and State, personally appeared Jack Daniel and acknowledged the execution of the foregoing this 24 day of March, 2023.

My Commission Expires: Aug. 25, 2023

[Handwritten Signature]
Notary Public

County of Residence: Allen

Diann Cawvey
Name Printed



DIANN CAWVEY, Notary Public
Allen County, State of Indiana
Commission Number 670296
My Commission Expires August 25, 2023

670296
Commission Number

EXHIBIT "G"

AFFIDAVIT REGARDING NON-COLLUSION

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

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

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

Dated this 24 day of March, 2022.

[Handwritten Signature]

Signature

JACK DANIEL PRINCIPAL/TREASURER

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Allen)

Before me, a Notary Public in and for said County and State, personally appeared Jack Daniel and acknowledged the execution of the foregoing this 24 day of March, ~~2022~~ 2023.

My Commission Expires: Aug 25, 2023

[Handwritten Signature]
Notary Public

County of Residence: Allen

[Handwritten Signature]
Name Printed

670296
Commission Number



DIANN CAWVEY, Notary Public
Allen County, State of Indiana
Commission Number 670296
My Commission Expires August 25, 2023



Heather Lacy <heather.lacy@bloomington.in.gov>

Re: MartinRiley Contract

1 message

Beth Cate <beth.cate@bloomington.in.gov>
To: Heather Lacy <heather.lacy@bloomington.in.gov>

Tue, Mar 28, 2023 at 9:13 AM

Thanks Heather -- this looks fine to me, approved.

Beth

On Mon, Mar 27, 2023 at 4:45 PM Heather Lacy <heather.lacy@bloomington.in.gov> wrote:

Hi Beth,

Here you go...

HL

--

Heather H. Lacy
Asst. City Attorney
City of Bloomington
(812) 349-3426

--

Beth Cate
Corporation Counsel
City of Bloomington
[401 N. Morton St. Suite 200](#)
[Bloomington, IN 47402](#)
p: 812.349.3547

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Heather Lacy <heather.lacy@bloomington.in.gov>

Re: FOR APPROVAL - MartinRiley Contract (Design Station 1, Feasibility Station 3 and Training)

1 message

Jeffrey Underwood <underwoj@bloomington.in.gov> Wed, Mar 29, 2023 at 5:29 PM
 To: Heather Lacy <heather.lacy@bloomington.in.gov>
 Cc: Jeff McMillian <mcmillij@bloomington.in.gov>, Julie Martindale <martindj@bloomington.in.gov>, Jason Moore <moorja@bloomington.in.gov>

Approved.

On Wed, Mar 29, 2023 at 4:46 PM Heather Lacy <heather.lacy@bloomington.in.gov> wrote:

Hi All,

Attached for your review and approval is the contract and supporting documents for the MartinRiley Contract for design services for Station 1, and the feasibility studies for Station 3 and the Training/Storage Facility.


Beth has approved the contract (her email is attached). Assuming you all approve, I'll get this on the consent agenda for BPW Meeting April 11.

Please let me know if you have any questions.

Thank you,
HL

--
 Heather H. Lacy
 Asst. City Attorney
 City of Bloomington
 (812) 349-3426

--

	<p>Jeffrey H. Underwood, CPA Controller</p> <p>Office of the Controller City of Bloomington, IN underwoj@bloomington.in.gov 812.349.3416 bloomington.in.gov</p>
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Board of Public Works Claim Register

Invoice Date Range 04/01/23 - 04/14/23

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				
Samuel Buehler	01-refund adoption fee/rabbies vac-3/31/23		04/14/2023	75.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 1		<u>\$75.00</u>
		Transactions		
Account 43442 - Equipment Deposits				
Cassidy Finch	01-refund trap deposit-3/25/23		04/14/2023	40.00
	Account 43442 - Equipment Deposits Totals	Invoice 1		<u>\$40.00</u>
		Transactions		
Account 43460 - Medical				
Samuel Buehler	01-refund adoption fee/rabbies vac-3/31/23		04/14/2023	15.00
	Account 43460 - Medical Totals	Invoice 1		<u>\$15.00</u>
		Transactions		
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-Office Supplies bulletin board, cover sheets		04/14/2023	117.56
	Account 52110 - Office Supplies Totals	Invoice 1		<u>\$117.56</u>
		Transactions		
Account 52210 - Institutional Supplies				
7508 - Elanco US INC	01- Antibiotics		04/14/2023	183.88



Board of Public Works Claim Register

Invoice Date Range 04/01/23 - 04/14/23

3929 - IDEXX Laboratories, INC	01-Diagnostic test: Giarrdia, parvo F/F	04/14/2023	709.96
4574 - John Deere Financial f.s.b. (Rural King)	01-litter-50 40lb bags pellet bedding	04/14/2023	249.50
4549 - Kroger Limited Partnership I	01-Rabbit Food & Shelter Supplies	04/14/2023	16.56
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies gloves	04/14/2023	61.15
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies ISO gowns & rabbit food	04/14/2023	161.45
4633 - Midwest Veterinary Supply, INC	01-Thyro-tabs & Proparacaine ointment	04/14/2023	366.95
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies panacur	04/14/2023	1,154.95
4633 - Midwest Veterinary Supply, INC	01-Veterinary Supplies antibiotics, antiparasitics. eve ointme	04/14/2023	1,599.65
Account 52210 - Institutional Supplies Totals		Invoice 9	<u>\$4,504.05</u>
Account 52310 - Building Materials and Supplies		Transactions	
3560 - First Financial Bank / Credit Cards	01-Refund Sales Tax charged order #45179	04/14/2023	(7.88)
3560 - First Financial Bank / Credit Cards	01-Midmark-Kennel Repair Parts	04/14/2023	130.54
Account 52310 - Building Materials and Supplies Totals		Invoice 2	<u>\$122.66</u>
Account 52340 - Other Repairs and Maintenance		Transactions	
313 - Fastenal Company	01-Cleaning & Shelter Sup trash liners, scrub brushes. prot suit	04/14/2023	156.16
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1	<u>\$156.16</u>
Account 53130 - Medical		Transactions	
6529 - BloomingPaws, LLC	01-rabies vaccination, emergency surgery, suraerv. bionsv	04/14/2023	134.89
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 3/1-3/15/23	04/14/2023	4,379.00
Account 53130 - Medical Totals		Invoice 2	<u>\$4,513.89</u>
Account 53220 - Postage		Transactions	
3560 - First Financial Bank / Credit Cards	01-BOH Shipping-3/2/23	04/14/2023	12.73
Account 53220 - Postage Totals		Invoice 1	<u>\$12.73</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 04/01/23 - 04/14/23

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	01-ACC-water/sewer bill-February 2023	04/05/2023	517.09
	Account 53530 - Water and Sewer Totals	Invoice 1	<u>\$517.09</u>
		Transactions	

Account 53540 - Natural Gas

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	01-ACC-gas bill 02/02/23-03/02/23	04/05/2023	490.37
	Account 53540 - Natural Gas Totals	Invoice 1	<u>\$490.37</u>
		Transactions	

Account 53610 - Building Repairs

321 - Harrell Fish, INC (HFI)	01- SA - Replaced basket strainer adoption room	BC 2022-115 04/14/2023	464.60
	Account 53610 - Building Repairs Totals	Invoice 1	<u>\$464.60</u>
		Transactions	

Account 53620 - Motor Repairs

4572 - Auto Body Specialists	01-Repair to Door in 921	04/14/2023	300.00
	Account 53620 - Motor Repairs Totals	Invoice 1	<u>\$300.00</u>
		Transactions	

Account 53990 - Other Services and Charges

60 - Monroe County Solid Waste Management District	01-Sharps Disposal - 3/2/23	04/14/2023	96.39
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$96.39</u>
		Transactions	
	Program 010000 - Main Totals	Invoice 24	<u>\$11,425.50</u>
		Transactions	

Program 010001 - Donations Over \$5K

Account 52210 - Institutional Supplies

3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-insulin	04/14/2023	167.16
	Account 52210 - Institutional Supplies Totals	Invoice 1	<u>\$167.16</u>
		Transactions	

Account 53130 - Medical

6529 - BloomingPaws, LLC	01-Heartworm Treatment	04/14/2023	157.42
6529 - BloomingPaws, LLC	01-rabies vaccination, emergency surgery, surgerv. biosv	04/14/2023	596.84



Board of Public Works Claim Register

Invoice Date Range 04/01/23 - 04/14/23

54639 - Shake Veterinary Services, INC (Town & Country Vet	01-Diagnostics; Surgeries; Vet Visits	04/14/2023	367.85
	Account 53130 - Medical Totals	Invoice 3	\$1,122.11
	Program 010001 - Donations Over \$5K Totals	Transactions Invoice 4	\$1,289.27
	Department 01 - Animal Shelter Totals	Transactions Invoice 28	\$12,714.77
		Transactions	
Department 02 - Public Works			
Program 020000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	02-adjustable gel wrist rest & Paper holder for PW Admin	04/14/2023	58.55
	Account 52110 - Office Supplies Totals	Invoice 1	\$58.55
		Transactions	
Account 53160 - Instruction			
7915 - Professional Development Academy LLC	02-ICMA Leadership Academy Tuition-M. Larae	04/14/2023	1,895.00
	Account 53160 - Instruction Totals	Invoice 1	\$1,895.00
		Transactions	
Account 53210 - Telephone			
1079 - AT&T	02-Radio circuits-phone charges 01/29/23-02/28/23	04/05/2023	180.23
	Account 53210 - Telephone Totals	Invoice 1	\$180.23
		Transactions	
Account 53230 - Travel			
2820 - Nathan Nickel	02-Travel/Reimb-Road School-3/14-3/15/23	04/14/2023	311.72
	Account 53230 - Travel Totals	Invoice 1	\$311.72
	Program 020000 - Main Totals	Transactions Invoice 4	\$2,445.50
	Department 02 - Public Works Totals	Transactions Invoice 4	\$2,445.50
		Transactions	
Department 03 - City Clerk			
Program 030000 - Main			
Account 53160 - Instruction			



Board of Public Works Claim Register

Invoice Date Range 04/01/23 - 04/14/23

3913 - Indiana League Of Municipal Clerks & Treasurers	03-Clerk Conference class N Bolden-3/19/23	04/14/2023	75.00
3913 - Indiana League Of Municipal Clerks & Treasurers	03-Clerk N Bolden ILMCT Institute and Academy Conference	04/14/2023	450.00
3913 - Indiana League Of Municipal Clerks & Treasurers	03-Clerk S Stoll ILMCT Institute & Academy Conference	04/14/2023	375.00
3913 - Indiana League Of Municipal Clerks & Treasurers	03-Clerk J Crossley ILMCT Institute & Academy Conference	04/14/2023	375.00
3913 - Indiana League Of Municipal Clerks & Treasurers	03-Clerk Conference class S McDowell	04/14/2023	75.00

Account **53160 - Instruction** Totals Invoice 5 \$1,350.00
Transactions

Account 53230 - Travel

3560 - First Financial Bank / Credit Cards	03-Clerk-Parking fee Indy 3/8/23-AIM	04/14/2023	26.00
3560 - First Financial Bank / Credit Cards	03-Clerk-Hotel charge-ILMCT Conference-Crosslev	04/14/2023	192.00
3560 - First Financial Bank / Credit Cards	03-Clerk-Hotel charge-ILMCT conference-Stoll	04/14/2023	192.00
3560 - First Financial Bank / Credit Cards	03-Clerk-Hotel charge-Athenian Dialog Conference-Bolden	04/14/2023	96.00

Account **53230 - Travel** Totals Invoice 4 \$506.00
Transactions

Account 53310 - Printing

501 - Karl Clark (KC Designs)	03-Clerk letterhead and envelopes	04/14/2023	510.00
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Account **53310 - Printing** Totals Invoice 1 \$510.00
Transactions

Account 53320 - Advertising

205 - City Of Bloomington	03- Clerk WHM sponsorship	04/14/2023	500.00
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Account **53320 - Advertising** Totals Invoice 1 \$500.00
Transactions

Program **030000 - Main** Totals Invoice 11 \$2,866.00
Transactions

Department **03 - City Clerk** Totals Invoice 11 \$2,866.00
Transactions

Department 04 - Economic & Sustainable Dev

Program 040000 - Main

Account 41020 - Permits



Board of Public Works Claim Register

Invoice Date Range 04/01/23 - 04/14/23

Angel Maguo	04-Never received license, unable to provide all info	04/14/2023	350.00
	Account 41020 - Permits Totals	Invoice 1 Transactions	<u>\$350.00</u>
Account 52110 - Office Supplies			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	04-office supplies including rechargeable batterv svstem	04/14/2023	88.86
	Account 52110 - Office Supplies Totals	Invoice 1 Transactions	<u>\$88.86</u>
Account 52420 - Other Supplies			
7158 - James Beck (BadkneesTs)	04-Totes (100) for International Festival April 16. 2023	04/14/2023	550.00
3560 - First Financial Bank / Credit Cards	04-Emily Wilson - Commissioned Art Work	04/14/2023	60.00
3560 - First Financial Bank / Credit Cards	04-WooBox Subscription (contest software)	04/14/2023	37.00
4443 - The Sherwin Williams Company	04-Paint for art exhibition - 4th ST Garage Storefront	04/14/2023	127.36
	Account 52420 - Other Supplies Totals	Invoice 4 Transactions	<u>\$774.36</u>
Account 53310 - Printing			
3560 - First Financial Bank / Credit Cards	04-Custom Stickers for One Drop Exhibition	04/14/2023	151.94
	Account 53310 - Printing Totals	Invoice 1 Transactions	<u>\$151.94</u>
Account 53910 - Dues and Subscriptions			
8292 - Bloomington Rotary Club	04-Membership fees and attendance-M. Lynch	04/14/2023	15.11
8292 - Bloomington Rotary Club	04-4th Quarter Dues	04/14/2023	99.50
3560 - First Financial Bank / Credit Cards	04-MailChimp Monthly Subscription-2/27/23	04/14/2023	20.00
3560 - First Financial Bank / Credit Cards	04-MailChimp Monthly Subscription-plus add'l blocks -3/27/23	04/14/2023	26.50
	Account 53910 - Dues and Subscriptions Totals	Invoice 4 Transactions	<u>\$161.11</u>
	Program 040000 - Main Totals	Invoice 11 Transactions	<u>\$1,526.27</u>
Department 04 - Economic & Sustainable Dev Totals		Invoice 11 Transactions	<u>\$1,526.27</u>
Department 05 - Common Council			



Board of Public Works Claim Register

Invoice Date Range 04/01/23 - 04/14/23

Program 050000 - Main

Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards

05 - Conf. Reg (for Cm. Rosenbarger)-5/14-5/18/23-inc. CR	04/14/2023	1,147.70
Account 53160 - Instruction Totals	Invoice 1	<u>1,147.70</u>
	Transactions	

Account 53960 - Grants

1138 - BCT Management, INC

05-2023 BCT Programming support - Q2 2023 BC 2022-040	04/14/2023	13,750.00
Account 53960 - Grants Totals	Invoice 1	<u>\$13,750.00</u>
	Transactions	
Program 050000 - Main Totals	Invoice 2	<u>\$14,897.70</u>
	Transactions	
Department 05 - Common Council Totals	Invoice 2	<u>\$14,897.70</u>
	Transactions	

Department 06 - Controller's Office

Program 060000 - Main

Account 52420 - Other Supplies

11693 - The Award Center, INC

06-Name tag Cheryl Gilliland OOTC	04/14/2023	25.00
Account 52420 - Other Supplies Totals	Invoice 1	<u>\$25.00</u>
	Transactions	

Account 53990 - Other Services and Charges

910 - FORVIS, LLP

06-Preperation of the 2021 Annual Comprehensive Financial Report	04/14/2023	12,600.00
Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$12,600.00</u>
	Transactions	
Program 060000 - Main Totals	Invoice 2	<u>\$12,625.00</u>
	Transactions	
Department 06 - Controller's Office Totals	Invoice 2	<u>\$12,625.00</u>
	Transactions	

Department 07 - Engineering

Program 070000 - Main

Account 52410 - Books

3560 - First Financial Bank / Credit Cards

07-ITE_Traffic Signal Maintenance Handbook, 2nd Ed	04/14/2023	196.00
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Board of Public Works Claim Register

Invoice Date Range 04/01/23 - 04/14/23

		Account 52410 - Books Totals	Invoice 1 Transactions	\$196.00
Account 53160 - Instruction				
3560 - First Financial Bank / Credit Cards	07-ITE_Improving Traffic Signal Exper. for Bicycles- Cibor		04/14/2023	20.00
3560 - First Financial Bank / Credit Cards	07-ITE_Improving Traffic Signal Exper. for Bicycles-Kopper		04/14/2023	20.00
3560 - First Financial Bank / Credit Cards	07-ASAP_(Diversified Comm.)PACE Cert. Program T. Caswell		04/14/2023	595.00
		Account 53160 - Instruction Totals	Invoice 3 Transactions	\$635.00
Account 53230 - Travel				
5070 - Roy E Aten	07-Travel Per Diem Reimb. R. Aten Purdue Rd School-3/14-3/15/23		04/14/2023	25.00
4842 - Andrew Scott Cibor	07-Travel Per Diem Reimb. A. Cibor Purdue Rd School-3/14-3/15/23		04/14/2023	53.00
7763 - Patrick Robert Dierkes	07-Travel Per Diem Reimb. P. DierkesPurdue Rd School3/14-3/15/23		04/14/2023	53.00
3560 - First Financial Bank / Credit Cards	07-Hotel Purdue Road School 3/14&15th A. Cibor		04/14/2023	169.99
3560 - First Financial Bank / Credit Cards	07-Hotel Purdue Road School 3/14&15th A. Grav		04/14/2023	169.99
3560 - First Financial Bank / Credit Cards	07-Hotel Purdue Rd School 3/14-15 M. McCormick		04/14/2023	169.99
3560 - First Financial Bank / Credit Cards	07-Hotel Purdue Road School 3/14&15th N. Kopper		04/14/2023	169.99
3560 - First Financial Bank / Credit Cards	07-Hotel Purdue Road School 3/14&15th P. Dierkes		04/14/2023	169.99
3560 - First Financial Bank / Credit Cards	07-Hotel Purdue Rd School 3/14-15 R. Aten		04/14/2023	169.99
8638 - Alexandra Gray	07-Travel Per Diem Reimb. A. Gray Purdue Rd School-3/14-3/15/23		04/14/2023	53.00
5324 - Neil Henry Kopper	07-Travel Per Diem Reimb. N. Kopper PurdueRd School-3/14-3/15/23		04/14/2023	53.00
8637 - Maria McCormick	07-Travel Per Diem Reimb. M. McCormick PurdueRdSchool-3/14-15/23		04/14/2023	53.00
		Account 53230 - Travel Totals	Invoice 12 Transactions	\$1,309.94
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	07-doxpop Subscription for Access to Public Records 3/13 #998943		04/14/2023	15.00
		Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$15.00



Board of Public Works Claim Register

Invoice Date Range 04/01/23 - 04/14/23

Account 53990 - Other Services and Charges

399 - American Structurepoint, INC	07-On-Call Signal Timing (Traffic Engineering Services)-Feb 2023	04/14/2023	1,399.58
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$1,399.58</u>
		Transactions	

Account 54110 - Land Purchase

8515 - JKM and Associates, LLC	07-Adams ST SW ROW (Kirkwood to Fountain)-Parcel 2	04/14/2023	1,175.00
Account 54110 - Land Purchase Totals		Invoice 1	<u>\$1,175.00</u>
		Transactions	
Program 070000 - Main Totals		Invoice 19	<u>\$4,730.52</u>
		Transactions	
Department 07 - Engineering Totals		Invoice 19	<u>\$4,730.52</u>
		Transactions	

Department 09 - CFRD

Program 090000 - Main

Account 52420 - Other Supplies

3560 - First Financial Bank / Credit Cards	09-Fabric Backdrop for Display Case	04/14/2023	46.60
Account 52420 - Other Supplies Totals		Invoice 1	<u>\$46.60</u>
		Transactions	

Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards	09-Fair Housing Conference-Michael Shermis Reaistration	04/14/2023	55.00
Account 53160 - Instruction Totals		Invoice 1	<u>\$55.00</u>
		Transactions	

Account 53170 - Mgt. Fee, Consultants, and Workshops

4123 - Central Indiana Interpreting Service	09-ASL Interpreting for CCA Meeting-2/27/23	04/14/2023	240.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1	<u>\$240.00</u>
		Transactions	

Account 53230 - Travel

3560 - First Financial Bank / Credit Cards	09-Flight to Denver for Beverly CA for ITGA Conference	04/14/2023	510.96
3560 - First Financial Bank / Credit Cards	09-Flight to Seattle WA for Conf-S Moss-4/16-4/19/23	04/14/2023	625.80
3560 - First Financial Bank / Credit Cards	09-American Airlines-Travel Insurance for Seattle Flight-Moss	04/14/2023	46.43



Board of Public Works Claim Register

Invoice Date Range 04/01/23 - 04/14/23

7036 - Shatoyia Moss

09-Reimburse hotel stays for Conference/Seattle WA-4/16-4/19/23	04/14/2023	717.92
Account 53230 - Travel Totals	Invoice 4	<u>717.92</u>
	Transactions	\$1,901.11

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	09-Chamber of Commerce City Conversations for BCA	04/14/2023	15.00
3560 - First Financial Bank / Credit Cards	09-Constant Contact Monthly Subscription - 2/27/23	04/14/2023	125.00
3560 - First Financial Bank / Credit Cards	09-Constant Contact Monthly Subscription- 3/27/23	04/14/2023	125.00
3560 - First Financial Bank / Credit Cards	09-Airtable Annual Subscription Fee 2023	04/14/2023	240.00

Account 53910 - Dues and Subscriptions Totals	Invoice 4	<u>505.00</u>
	Transactions	
Program 090000 - Main Totals	Invoice 11	<u>\$2,747.71</u>
	Transactions	
Department 09 - CFRD Totals	Invoice 11	<u>\$2,747.71</u>
	Transactions	

Department 10 - Legal

Program 100000 - Main

Account 52420 - Other Supplies

6792 - VARI Sales Corporation	10-standup desk and monitor stand - Sparks	04/14/2023	630.00
	Account 52420 - Other Supplies Totals	Invoice 1	<u>630.00</u>
		Transactions	

Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards	10-FFB notary ed -Whitlow	04/14/2023	49.37
	Account 53160 - Instruction Totals	Invoice 1	<u>\$49.37</u>
		Transactions	

Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	10-research chgs with Recorder-subscription 3/3-6/2/23	04/14/2023	94.50
3560 - First Financial Bank / Credit Cards	10-FFB ISP background ck for notary-Sparks	04/14/2023	15.70
3560 - First Financial Bank / Credit Cards	10-FFB notary app fee- Sparks	04/14/2023	74.37
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	10-Notary Public surety bond Sparks -3/23/23- 3/22/31	04/14/2023	75.00



Board of Public Works Claim Register

Invoice Date Range 04/01/23 - 04/14/23

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

Invoice 4 \$259.57

Program **100000 - Main** Totals

Transactions Invoice 6 \$938.94

Department **10 - Legal** Totals

Transactions Invoice 6 \$938.94
Transactions

Department 11 - Mayor's Office

Program 110000 - Main

Account 53230 - Travel

6829 - Mary C Carmichael	11-per Diem-Public Safety Seminar-FL-3/22-3/24/23	04/14/2023	159.00
3560 - First Financial Bank / Credit Cards	11 -Spirit Travel Insurance		10.95
3560 - First Financial Bank / Credit Cards	11 -Spirit seating and luggage fees		399.00

Account **53230 - Travel** Totals

Invoice 3 \$568.95
Transactions

Account 53310 - Printing

129 - FedEx Print Service, INC (Printing Only)	11 -Project 46 signs- FedEx Acct. #0547243307	04/14/2023	128.38
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Account **53310 - Printing** Totals

Invoice 1 \$128.38
Transactions

Account 53960 - Grants

3164 - New Hope Family Shelter, INC	11 -Spring for Hope 2023 Gala table	04/14/2023	1,000.00
5954 - The Greater Bloomington Chamber Of Commerce, INC	11 -Community conversations 2 seats- Goodman & Kidd	04/14/2023	30.00

Account **53960 - Grants** Totals

Invoice 2 \$1,030.00
Transactions

Account 53970 - Mayor's Promotion of Business

3560 - First Financial Bank / Credit Cards	11 -Hopscotch for Showers II tenant meeting- tax reimbursement		(5.92)
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Account **53970 - Mayor's Promotion of Business** Totals

Invoice 1 (\$5.92)
Transactions

Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	11 -Creative Market platform- digital needs		29.95
3560 - First Financial Bank / Credit Cards	11 -name.com domain names		4.99



Board of Public Works Claim Register

Invoice Date Range 04/01/23 - 04/14/23

3560 - First Financial Bank / Credit Cards	11 -name.com domain names		47.96
3560 - First Financial Bank / Credit Cards	11 -Pizza for everyone @ Habitat Build		142.76
3560 - First Financial Bank / Credit Cards	11 -rev transcription svc		13.50
3560 - First Financial Bank / Credit Cards	11 -rev transcription svc		6.00
Account 53990 - Other Services and Charges Totals		Invoice 6	<u>\$245.16</u>
Program 110000 - Main Totals		Transactions Invoice 13	<u>\$1,966.57</u>
Department 11 - Mayor's Office Totals		Transactions Invoice 13	<u>\$1,966.57</u>
Department 13 - Planning		Transactions	
Program 130000 - Main			
Account 43310 - Application Fee			
Lisa Marie Napoli	13-refund variance fee (V53-22)-no longer needed	04/14/2023	100.00
Account 43310 - Application Fee Totals		Invoice 1	<u>\$100.00</u>
Account 52110 - Office Supplies		Transactions	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13- Ergonomic Mouse and Blue Light Screen Protector	04/14/2023	71.22
Account 52110 - Office Supplies Totals		Invoice 1	<u>\$71.22</u>
Account 52420 - Other Supplies		Transactions	
5099 - Office Three Sixty, INC	13- Paper towels and Kleenex's	04/14/2023	31.16
6792 - VARI Sales Corporation	13- Vari Desk for Gabriel Holbrow	04/14/2023	427.50
Account 52420 - Other Supplies Totals		Invoice 2	<u>\$458.66</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops		Transactions	
8305 - Schmidt Associates, INC	13-Design Serv_Architecture/Design Review of Dev. Proi-Feb 2023	04/14/2023	1,993.75
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1	<u>\$1,993.75</u>
Account 53990 - Other Services and Charges		Transactions	



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6235 - Toole Design Group, LLC	13-Corridor Study_College& Walnut- 45/46	BC 2022-086	04/14/2023	10,300.24
	Bvnass- Allen-Feb 2023			
	Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$10,300.24</u>
			Transactions	
	Program 130000 - Main Totals		Invoice 6	<u>\$12,923.87</u>
			Transactions	
	Department 13 - Planning Totals		Invoice 6	<u>\$12,923.87</u>
			Transactions	
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52310 - Building Materials and Supplies				
177 - Indiana Oxygen Company, INC	19 - Cylinder rental for gas torches		04/14/2023	41.44
4574 - John Deere Financial f.s.b. (Rural King)	19-60CT of 55gal drum liners for PW Facilities		04/14/2023	119.94
394 - Kleindorfer Hardware & Variety	19-hole saws, drill bits, stone and other supplies		04/14/2023	105.39
	Account 52310 - Building Materials and Supplies Totals		Invoice 3	<u>\$266.77</u>
			Transactions	
Account 52420 - Other Supplies				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19 - Inverter for Brighton B-Town van		04/14/2023	33.98
	Account 52420 - Other Supplies Totals		Invoice 1	<u>\$33.98</u>
			Transactions	
Account 52430 - Uniforms and Tools				
19171 - Aramark Uniform & Career Apparel Group, INC	19-Work Uniforms for Facility Employees - 3/23/2023		04/14/2023	30.84
	Account 52430 - Uniforms and Tools Totals		Invoice 1	<u>\$30.84</u>
			Transactions	
Account 53610 - Building Repairs				
656 - B&L Sheet Metal and Roofing, INC	19-SA- Roof Repairs in Legal Department 3/3/23	BC 2022-089	04/14/2023	1,514.84
32 - Cassidy Electrical Contractors, INC	19-SA Replaced UPS at staff cubical	BC 2022-090	04/14/2023	170.31
	Account 53610 - Building Repairs Totals		Invoice 2	<u>\$1,685.15</u>
			Transactions	
	Program 190000 - Main Totals		Invoice 7	<u>\$2,016.74</u>
			Transactions	
	Department 19 - Facilities Maintenance Totals		Invoice 7	<u>\$2,016.74</u>
			Transactions	



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Department **28 - ITS**

Program **280000 - Main**

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards	28-EDX Accessibility Course for Jeremy	04/14/2023	99.00
	Account 53160 - Instruction Totals	Invoice 1	\$99.00
		Transactions	

Account **53230 - Travel**

3560 - First Financial Bank / Credit Cards	28 - Southwest - Jeremy Flight Tyler Conference (IND-DAL)	04/14/2023	597.69
	Account 53230 - Travel Totals	Invoice 1	\$597.69
		Transactions	

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	28 - FFB - Bluesky Zoom Timer Billed Monthly	04/14/2023	89.95
3560 - First Financial Bank / Credit Cards	28 - FFB - Google APIs 2023	04/14/2023	27.57
3560 - First Financial Bank / Credit Cards	28 - Submittable monthly subscription 03/27/23-04/27/23	04/14/2023	119.00
3560 - First Financial Bank / Credit Cards	28- Zoom 500., 1000 webinar, 500GB cloud-3/20-4/19/23	04/14/2023	430.00
3560 - First Financial Bank / Credit Cards	28-Zoom 500., 1000 webinar, 500GB cloud-3/22-5/19/23	04/14/2023	32.31
3560 - First Financial Bank / Credit Cards	28 - Basecamp annual renewal 2/27/23--2/27/24	04/14/2023	999.00
3560 - First Financial Bank / Credit Cards	28 - Google domain zeroinbloomington.com 2023/24	04/14/2023	12.00
3560 - First Financial Bank / Credit Cards	28 - Positive SSL certificate - 60 months	04/14/2023	28.00
3560 - First Financial Bank / Credit Cards	28 - Submittable monthly subscription-2/27-3/27/23	04/14/2023	119.00
8441 - Promevo Holdings, INC (Promevo, LLC)	28 - Google Enterprise Feb 2023	04/14/2023	77.75
8441 - Promevo Holdings, INC (Promevo, LLC)	28 - Google Voice Jan 2023	04/14/2023	74.80
8441 - Promevo Holdings, INC (Promevo, LLC)	28 - Google Voice Feb 2023	04/14/2023	76.74
8441 - Promevo Holdings, INC (Promevo, LLC)	28 - Archive Licenses for Jan 2023	04/14/2023	77.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 13	\$2,163.12
		Transactions	



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Account 54420 - Purchase of Equipment

2898 - JDH Contracting, INC

28 - Telcomm Hotel to TDG Fiber 04/14/2023 1,565.00

Account 54420 - Purchase of Equipment Totals	Invoice 1	<u>\$1,565.00</u>
Program 280000 - Main Totals	Transactions Invoice 16	<u>\$4,424.81</u>
Department 28 - ITS Totals	Transactions Invoice 16	<u>\$4,424.81</u>
Fund 101 - General Fund (S0101) Totals	Transactions Invoice 136	<u>\$76,824.40</u>
	Transactions	

Fund 103 - Restricted Donations(ord 05-17)

Department 06 - Controller's Office

Program 400101 - Animal Medical Services

Account 53130 - Medical

6529 - BloomingPaws, LLC

01-biopsy 04/14/2023 160.98

6529 - BloomingPaws, LLC

01-Surgeries amputation 04/14/2023 673.07

6529 - BloomingPaws, LLC

01-rabies vaccination, emergency surgery, 04/14/2023 698.75
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Account 53130 - Medical Totals	Invoice 3	<u>\$1,532.80</u>
Program 400101 - Animal Medical Services Totals	Transactions Invoice 3	<u>\$1,532.80</u>
	Transactions	

Program 400102 - Animal Supplies

Account 52210 - Institutional Supplies

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

01-Airline Carriers & Crates 04/14/2023 553.54

3560 - First Financial Bank / Credit Cards

01 - PetSmart Airline Crates 04/14/2023 193.63

4586 - Hill's Pet Nutrition Sales, INC

01-Food for hoarding impound animals 04/14/2023 379.98

Account 52210 - Institutional Supplies Totals	Invoice 3	<u>\$1,127.15</u>
Program 400102 - Animal Supplies Totals	Transactions Invoice 3	<u>\$1,127.15</u>
Department 06 - Controller's Office Totals	Transactions Invoice 6	<u>\$2,659.95</u>
	Transactions	



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Fund **103 - Restricted Donations(ord 05-17)** Totals Invoice 6 \$2,659.95
Transactions

Fund **153 - LIT – Economic Development**

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53960 - Grants**

8652 - Eric Agyemang-Dua (EA J S Studio LLC)	04: MLK Grant for Remembrance Walk	04/14/2023	1,000.00
8636 - Kem Cotton (KCGRAPHIC)	04-MLK Art Grant Agreement Remembrance Walk	04/14/2023	1,000.00
13666 - First United Church	04: SEEL Grant Solar Panals	04/14/2023	10,000.00

Account **53960 - Grants** Totals Invoice 3 \$12,000.00

Transactions

Program **040000 - Main** Totals Invoice 3 \$12,000.00

Transactions

Department **04 - Economic & Sustainable Dev** Totals Invoice 3 \$12,000.00

Transactions

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **53990 - Other Services and Charges**

421 - Centerstone Of Indiana, INC	02-Brighten B-Town Program - Feb 2023	BC 2023-001	04/14/2023	34,190.21
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Account **53990 - Other Services and Charges** Totals Invoice 1 \$34,190.21

Transactions

Program **190000 - Main** Totals Invoice 1 \$34,190.21

Transactions

Department **19 - Facilities Maintenance** Totals Invoice 1 \$34,190.21

Transactions

Fund **153 - LIT – Economic Development** Totals Invoice 4 \$46,190.21

Transactions

Fund **160 - IFA CoronaVirus Relief Fnd21.019**

Department **06 - Controller's Office**

Program **G20018 - IFA Corona Virus Relief Fund**

Account **53990 - Other Services and Charges**



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250 - Crowe LLP

12 - Classification and Compensation Study 2023- - February 2023	04/14/2023	21,601.50
Account 53990 - Other Services and Charges Totals	Invoice 1	\$21,601.50
Program G20018 - IFA Corona Virus Relief Fund Totals	Transactions Invoice 1	\$21,601.50
Department 06 - Controller's Office Totals	Transactions Invoice 1	\$21,601.50
Fund 160 - IFA CoronaVirus Relief Fnd21.019 Totals	Transactions Invoice 1	\$21,601.50
	Transactions	

Fund **176 - ARPA Local Fiscal Recvry (S9512)**

Department **04 - Economic & Sustainable Dev**

Program **G21005 - ARPA COVID Local Fiscal Recovery**

Account **53960 - Grants**

8559 - John Chance Allen (RTR Tapes)	04-BAC Emerging Artist Arts Project Grant-RTR Tapes	04/14/2023	2,000.00
7532 - Christina Elem	04- Consulting Services for public art	04/14/2023	517.50
8530 - Elise Adele Putnam	04-COB Arts Storefront Initiative Agreement-Jan-March 2023	04/14/2023	1,348.56
	Account 53960 - Grants Totals	Invoice 3	\$3,866.06
		Transactions	

Account **53970 - Mayor's Promotion of Business**

8382 - Breona Baggett (Moodaxo)	04: Cellist for 4th St Garage Pop Up Exhibition-3/17-3/18/23	04/14/2023	200.00
3560 - First Financial Bank / Credit Cards	04- Etsy - GoldenNugget - Custom Neon Sign for One Drop event	04/14/2023	480.43
3560 - First Financial Bank / Credit Cards	04-HIVE - Catering for 4th St Garage Event	04/14/2023	690.00
3560 - First Financial Bank / Credit Cards	04-CREDIT - Etsy - GoldenNugget - 3/11/23	04/14/2023	(144.44)
8651 - Jules Iradukunda	04-Photography Serv- 4th St Garage Event-3/17-3/18/23	04/14/2023	900.00
4549 - Kroger Limited Partnership I	04-Ice & Beverages for One Drop Art Show - INV# 174704	04/14/2023	4.99
4549 - Kroger Limited Partnership I	04-Ice & Beverages for One Drop Art Show - INV# 174400	04/14/2023	34.99
4549 - Kroger Limited Partnership I	04-More Ice & Beverages for One Drop Art Show INV# 216555	04/14/2023	14.97
8653 - Nigel Long (SoundOff)	04-DJs 4th for ST Garage Pop Up Exhibition	04/14/2023	1,000.00



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8220 - Elise Tirmenstein	04-Bartending Services for One Drop Art Reception-3/17-3/18/23	04/14/2023	350.00
	Account 53970 - Mayor's Promotion of Business Totals	Invoice 10	<u>\$3,530.94</u>
	Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Transactions Invoice 13	<u>\$7,397.00</u>
	Department 04 - Economic & Sustainable Dev Totals	Transactions Invoice 13	<u>\$7,397.00</u>
		Transactions	
Department 20 - Street			
Program G21005 - ARPA COVID Local Fiscal Recovery			
Account 52420 - Other Supplies			
409 - Black Lumber Co. INC	20- for crack sealing (sprayer, knife, scraper)	04/14/2023	78.92
334 - Irving Materials, INC	20-Jersey Barricades bin block	04/14/2023	600.00
786 - Richard's Small Engine, INC	20-Electric Chainsaws for tree crew	04/14/2023	903.97
	Account 52420 - Other Supplies Totals	Invoice 3	<u>\$1,582.89</u>
		Transactions	
Account 53990 - Other Services and Charges			
1481 - Ivy Tech Community College	20-CDL Driver Training Classes for Street Employees-(4)	04/14/2023	17,440.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$17,440.00</u>
	Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Transactions Invoice 4	<u>\$19,022.89</u>
	Department 20 - Street Totals	Transactions Invoice 4	<u>\$19,022.89</u>
	Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals	Transactions Invoice 17	<u>\$26,419.89</u>
		Transactions	
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090003 - Com Serv - Status of Women			
Account 52420 - Other Supplies			
11693 - The Award Center, INC	09-Engraved Glass Awards for Women's Achievement Awards 2023	04/14/2023	198.00
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$198.00</u>
		Transactions	



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Program 090003 - Com Serv - Status of Women Totals		Invoice 1	\$198.00
Program 090016 - Com Serv - Safe & Civil		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform 2/28-3/29/2023	04/14/2023	19.00
3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform 3/23-4/23/2023	04/14/2023	19.00
Account 53910 - Dues and Subscriptions Totals		Invoice 2	\$38.00
Account 53990 - Other Services and Charges		Transactions	
4201 - One World Catering & Events (Lennie's, INC)	09-BHM Gala-Space Rental, Catering, AV- 2/25/23	04/14/2023	21,848.51
3560 - First Financial Bank / Credit Cards	09-Safe and Civil City Jotform 3/29-4/29/2023	04/14/2023	19.00
Account 53990 - Other Services and Charges Totals		Invoice 2	\$21,867.51
Program 090016 - Com Serv - Safe & Civil Totals		Transactions	
Program 090016 - Com Serv - Safe & Civil Totals		Invoice 4	\$21,905.51
Program G23003 - 2023 MLK Remembrance		Transactions	
Account 42120 - Grants - Federal			
205 - City Of Bloomington	09-Banneker Community Center Honorarium for MLK Remembrance Week	04/14/2023	100.00
8582 - Rachel Kuniansky Varon (KuVa Design Studio LLC)	09-Graphic Design for MLK Remembrance Week	04/14/2023	500.00
Account 42120 - Grants - Federal Totals		Invoice 2	\$600.00
Program G23003 - 2023 MLK Remembrance Totals		Transactions	
Program G23003 - 2023 MLK Remembrance Totals		Invoice 2	\$600.00
Department 09 - CFRD Totals		Transactions	
Department 09 - CFRD Totals		Invoice 7	\$22,703.51
Fund 312 - Community Services Totals		Transactions	
Fund 312 - Community Services Totals		Invoice 7	\$22,703.51
Fund 401 - Non-Reverting Telecom (S1146)		Transactions	
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 53750 - Rentals - Other			



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12283 - Smithville Communications

28-401 N Morton-Internet /telecom hotel-April-23-inc temp FD
Account **53750 - Rentals - Other** Totals

04/05/2023 3,214.27

Invoice 1	\$3,214.27
Transactions	
Invoice 1	\$3,214.27
Transactions	

Program **256000 - Services**

Account **53150 - Communications Contract**

4170 - Comcast Cable Communications, INC

28 - 3550 N. Kinser Cascades Clubhouse-3/27-4/26/23

04/05/2023 110.35

12283 - Smithville Communications

28-401 N Morton-Internet /telecom hotel-April-23-inc temp FD

04/05/2023 1,375.00

Account **53150 - Communications Contract** Totals

Invoice 2	\$1,485.35
Transactions	
Invoice 2	\$1,485.35
Transactions	

Program **256000 - Services** Totals

Department **25 - Telecommunications** Totals

Invoice 3	\$4,699.62
Transactions	
Invoice 3	\$4,699.62
Transactions	

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

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)

04/14/2023 130.45

Account **52210 - Institutional Supplies** Totals

Invoice 1	\$130.45
Transactions	

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC

20-Misc Supplies for crews, rust-oleum blue marketing paint

04/14/2023 17.98

409 - Black Lumber Co. INC

20-Misc Supplies for crews ADA marking paint at Kirkwood

04/14/2023 35.96

409 - Black Lumber Co. INC

20- bolts for paver

04/14/2023 23.36

409 - Black Lumber Co. INC

20- crack sealer (rental)-blk coup, nip blk

04/14/2023 4.98

394 - Kleindorfer Hardware & Variety

20-Bolts for Trueles

04/14/2023 46.38



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394 - Kleindorfer Hardware & Variety	20-Misc Supplies for crews tack wagon	04/14/2023	51.73
394 - Kleindorfer Hardware & Variety	20-Misc Supplies for crews 1/2" ball alive	04/14/2023	7.39
Account 52420 - Other Supplies Totals		Invoice 7	\$187.78
		Transactions	
Account 53230 - Travel			
7246 - Joseph D Vandeventer	20-Travel Reimb for 2023 Road School-3/14-3/15/23	04/14/2023	53.00
Account 53230 - Travel Totals		Invoice 1	\$53.00
		Transactions	
Account 53240 - Freight / Other			
311 - Everett J Prescott, INC	20-Hisco scoop shovels for paving	04/14/2023	57.09
Account 53240 - Freight / Other Totals		Invoice 1	\$57.09
		Transactions	
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings	20-Advertising for De-icing Salt & Pavement Markinas Bids	04/14/2023	75.48
Account 53320 - Advertising Totals		Invoice 1	\$75.48
		Transactions	
Account 53630 - Machinery and Equipment Repairs			
293 - J&S Locksmith Shop, INC	20-Service repair equipment (chainsaws & blowers)	04/14/2023	118.17
786 - Richard's Small Engine, INC	20-Chainsaw service repair for tree crew-cylinder, gasket, muffl	04/14/2023	708.21
Account 53630 - Machinery and Equipment Repairs Totals		Invoice 2	\$826.38
		Transactions	
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/22/23	04/14/2023	7.46
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-3/22/23	04/14/2023	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/8/23	04/14/2023	238.17
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/29/23	04/14/2023	7.46
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-3/29/23	04/14/2023	34.28
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 5	\$321.65
		Transactions	



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Account 53950 - Landfill

52226 - Hoosier Transfer Station-3140	20-Disposal fees for sweeper dump debris-3/8/23	04/14/2023	1,251.82
Account 53950 - Landfill Totals		Invoice 1	\$1,251.82
		Transactions	

Account 53990 - Other Services and Charges

6152 - K&S Rolloff, INC	20-Rolloff Services for sweeper debris-3/21/23	04/14/2023	500.00
8189 - Paragon Asset Recovery Services, LLC (Sedgwick)	20-Recovery for Kinnarney Accident -1/25/23	04/14/2023	1,948.00
Account 53990 - Other Services and Charges Totals		Invoice 2	\$2,448.00
		Transactions	
Program 200000 - Main Totals		Invoice 21	\$5,351.65
		Transactions	
Department 20 - Street Totals		Invoice 21	\$5,351.65
		Transactions	
Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice 21	\$5,351.65
		Transactions	

Fund 452 - Parking Facilities(S9502)

Department 26 - Parking

Program 260000 - Main

Account 43160 - Lot/Garage Leases - Annual

Benjamin Bejster	26-Charged \$110 instead of \$60,	04/14/2023	50.00
Account 43160 - Lot/Garage Leases - Annual Totals		Invoice 1	\$50.00
		Transactions	

Account 52210 - Institutional Supplies

3560 - First Financial Bank / Credit Cards	26-graffiti remover (elephant snot) for Garaaes	04/14/2023	110.00
Account 52210 - Institutional Supplies Totals		Invoice 1	\$110.00
		Transactions	

Account 52310 - Building Materials and Supplies

293 - J&S Locksmith Shop, INC	26-Keys for Walnut & Morton Offices, Master - Parking	04/14/2023	25.45
394 - Kleindorfer Hardware & Variety	26- Spray paint, roller frame, brush & Roller cover	04/14/2023	22.25
394 - Kleindorfer Hardware & Variety	26 - 2 floor mats	04/14/2023	28.98



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394 - Kleindorfer Hardware & Variety	26-Broom & (2) dust pans		04/14/2023	47.97
Account 52310 - Building Materials and Supplies Totals		Invoice 4		<u>\$124.65</u>
		Transactions		
Account 53610 - Building Repairs				
321 - Harrell Fish, INC (HFI)	26-4th St Garage-Repair alarm oil/ water seperator-3/3/23		04/14/2023	795.00
393 - Kone INC	26-SA Morton Street Garage -	BC 2023-004	04/14/2023	3,015.86
393 - Kone INC	26-SA Walnut St Elevator-elevator repair 2/12/23	BC 2023-004	04/14/2023	1,153.01
Account 53610 - Building Repairs Totals		Invoice 3		<u>\$4,963.87</u>
		Transactions		
Account 53650 - Other Repairs				
3397 - Evens Time, INC	26-SA-Walnut Garage-exit gate broken- 3/13/23	BC 2022-129	04/14/2023	317.99
3397 - Evens Time, INC	26-SA-Walnut Garage-exit gate broken- 2/20/23	BC 2022-129	04/14/2023	387.99
3397 - Evens Time, INC	26-SA-Morton ST Garage-billable labor per service calls	BC 2022-129	04/14/2023	697.00
Account 53650 - Other Repairs Totals		Invoice 3		<u>\$1,402.98</u>
		Transactions		
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage- May 2023 garage rent		04/14/2023	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-May 2023 garage rent		04/14/2023	38,035.85
Account 53840 - Lease Payments Totals		Invoice 2		<u>\$55,860.64</u>
		Transactions		
Program 260000 - Main Totals		Invoice 14		<u>\$62,512.14</u>
		Transactions		
Department 26 - Parking Totals		Invoice 14		<u>\$62,512.14</u>
		Transactions		
Fund 452 - Parking Facilities(S9502) Totals		Invoice 14		<u>\$62,512.14</u>
		Transactions		
Fund 454 - Alternative Transport(S6301)				
Department 05 - Common Council				
Program 050000 - Main				
Account 54310 - Improvements Other Than Building				



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10 - Bledsoe Riggert Cooper & James INC	07-Liberty Sidewalk Improvements (3rd Street South)	BC 2022-069	04/14/2023	684.00
8521 - Joseph Christine, LLC	07-Adams ST SW ROW (Kirkwood to Fountain)- Parcel 6		04/14/2023	9,910.00
Account 54310 - Improvements Other Than Building Totals			Invoice 2	<u>\$10,594.00</u>
			Transactions	
Program 050000 - Main Totals			Invoice 2	<u>\$10,594.00</u>
			Transactions	
Department 05 - Common Council Totals			Invoice 2	<u>\$10,594.00</u>
			Transactions	
Department 07 - Engineering				
Program 070000 - Main				
Account 53110 - Engineering and Architectural				
7059 - Eagle Ridge Civil Engineering Services, LLC	07-Neighborhood Greenways, Eagle Ridge survev. desian. data coll	BC 2022-135	04/14/2023	13,790.85
Account 53110 - Engineering and Architectural Totals			Invoice 1	<u>\$13,790.85</u>
			Transactions	
Program 070000 - Main Totals			Invoice 1	<u>\$13,790.85</u>
			Transactions	
Department 07 - Engineering Totals			Invoice 1	<u>\$13,790.85</u>
			Transactions	
Department 13 - Planning				
Program 130000 - Main				
Account 54310 - Improvements Other Than Building				
7059 - Eagle Ridge Civil Engineering Services, LLC	07-Neighborhood Greenways, Eagle Ridge survev. desian. data coll	BC 2022-135	04/14/2023	7,851.27
Account 54310 - Improvements Other Than Building Totals			Invoice 1	<u>\$7,851.27</u>
			Transactions	
Program 130000 - Main Totals			Invoice 1	<u>\$7,851.27</u>
			Transactions	
Department 13 - Planning Totals			Invoice 1	<u>\$7,851.27</u>
			Transactions	
Department 26 - Parking				
Program 260000 - Main				
Account 52430 - Uniforms and Tools				
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	26-hats for Parking Officers		04/14/2023	21.54



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Account 52430 - Uniforms and Tools Totals	Invoice 1	\$21.54
Program 260000 - Main Totals	Transactions Invoice 1	\$21.54
Department 26 - Parking Totals	Transactions Invoice 1	\$21.54
Fund 454 - Alternative Transport(S6301) Totals	Transactions Invoice 5	\$32,257.66
	Transactions	
Fund 455 - Parking Meter Fund(S2141)		
Department 26 - Parking		
Program 260000 - Main		
Account 52110 - Office Supplies		
6530 - Office Depot, INC	26-file folders	04/14/2023 72.48
	Account 52110 - Office Supplies Totals	Invoice 1 \$72.48
	Transactions	
Account 52340 - Other Repairs and Maintenance		
313 - Fastenal Company	26-plastic wireties for event parking	04/14/2023 20.23
	Account 52340 - Other Repairs and Maintenance Totals	Invoice 1 \$20.23
	Transactions	
Account 52430 - Uniforms and Tools		
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	26-hats for Parking Officers	04/14/2023 96.96
	Account 52430 - Uniforms and Tools Totals	Invoice 1 \$96.96
	Transactions	
Account 53640 - Hardware and Software Maintenance		
54432 - T2 Systems, INC	26-Rovr returns for July 2022	04/14/2023 705.90
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1 \$705.90
	Transactions	
	Program 260000 - Main Totals	Transactions Invoice 4 \$895.57
	Department 26 - Parking Totals	Transactions Invoice 4 \$895.57
	Fund 455 - Parking Meter Fund(S2141) Totals	Transactions Invoice 4 \$895.57
	Transactions	
Fund 456 - MVH Restricted		



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Department **20 - Street**

Program **200000 - Main**

Account **52420 - Other Supplies**

311 - Everett J Prescott, INC	20-Hisco scoop shovels for paving		04/14/2023	236.88
	Account 52420 - Other Supplies Totals		Invoice 1	<u>\$236.88</u>
			Transactions	

Account **53990 - Other Services and Charges**

7905 - IMS Infrastructure Management Services, LLC	20-Asset management data collection services- BC 2021-81		04/14/2023	936.95
	3/12/23			
7905 - IMS Infrastructure Management Services, LLC	20-Asset management data collection services- 1/31/23		04/14/2023	24,923.30
	Account 53990 - Other Services and Charges Totals		Invoice 2	<u>\$25,860.25</u>
			Transactions	
	Program 200000 - Main Totals		Invoice 3	<u>\$26,097.13</u>
			Transactions	
	Department 20 - Street Totals		Invoice 3	<u>\$26,097.13</u>
			Transactions	
	Fund 456 - MVH Restricted Totals		Invoice 3	<u>\$26,097.13</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-3/21/23	BC 2023-009A	04/14/2023	332.01
334 - Irving Materials, INC	20-Concrete Materials class A stone-811 N	BC 2023-008	04/14/2023	616.00
	Kevstone Ct			
334 - Irving Materials, INC	20-Concrete Materials class A stone-1507 E	BC 2023-008	04/14/2023	770.00
	Hunter			
365 - Rogers Group, INC	20-Stone (sidewalk & alley projects)		04/14/2023	625.77
	commercial stone stockpile			
	Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 4	<u>\$2,343.78</u>
			Transactions	
	Program 020000 - Main Totals		Invoice 4	<u>\$2,343.78</u>
			Transactions	
	Department 02 - Public Works Totals		Invoice 4	<u>\$2,343.78</u>
			Transactions	



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Fund **600 - Cumulative Cap Imprv(CIG)(S2379)** Totals Invoice 4 \$2,343.78
Transactions

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

Department **07 - Engineering**

Program **070000 - Main**

Account **54310 - Improvements Other Than Building**

10 - Bledsoe Riggert Cooper & James INC	07-Moores Creek/SE Trail (PE) topographic survey	BC 2022-137	04/14/2023	2,500.00
Account 54310 - Improvements Other Than Building Totals				Invoice 1 \$2,500.00
Program 070000 - Main Totals				Transactions Invoice 1 \$2,500.00
Department 07 - Engineering Totals				Transactions Invoice 1 \$2,500.00
Fund 601 - Cumulative Capital Devlp(S2391) Totals				Transactions Invoice 1 \$2,500.00

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

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

3560 - First Financial Bank / Credit Cards	16-Repair Part for Sanitation Cart Pressure Washer		04/14/2023	309.75
7076 - Beaver Research Company	16-hand cleaner		04/14/2023	145.00
394 - Kleindorfer Hardware & Variety	16-Supplies for cart washer-nipples & elbow		04/14/2023	11.08
394 - Kleindorfer Hardware & Variety	16-dowel rod & Hook/eyes to hang in garage		04/14/2023	7.68
394 - Kleindorfer Hardware & Variety	16-threaded tape & 90's		04/14/2023	6.08
Account 52420 - Other Supplies Totals				Invoice 5 \$479.59
				Transactions

Account **52430 - Uniforms and Tools**

793 - Indiana Safety Company, INC	16-gloves: leather, gray		04/14/2023	487.86
793 - Indiana Safety Company, INC	16-leather gloves		04/14/2023	431.70



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		Account 52430 - Uniforms and Tools Totals	Invoice 2 Transactions	\$919.56
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	16-Bi-monthly pest control 2-13-2023	BC 2022-113	04/14/2023	125.00
51538 - Economy Termite & Pest Control, INC	16-Bi-monthly pest control 2/27/2023	BC 2022-113	04/14/2023	125.00
		Account 53140 - Exterminator Services Totals	Invoice 2 Transactions	\$250.00
Account 53240 - Freight / Other				
7076 - Beaver Research Company	16-hand cleaner		04/14/2023	24.54
793 - Indiana Safety Company, INC	16-gloves: leather, gray		04/14/2023	38.37
793 - Indiana Safety Company, INC	16-leather gloves		04/14/2023	38.36
		Account 53240 - Freight / Other Totals	Invoice 3 Transactions	\$101.27
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 3/8/2023		04/14/2023	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 03/08/2023		04/14/2023	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 03/15/23		04/14/2023	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 03/15/2023		04/14/2023	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 03/22/23		04/14/2023	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 03/22/2023		04/14/2023	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 03/29/2023		04/14/2023	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 03/29/2023		04/14/2023	23.26
		Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 8 Transactions	\$111.52
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-recycling fees-03/01-03/15/2023		04/14/2023	2,515.06
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-03/01-03/15/23		04/14/2023	14,359.61



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Account 53950 - Landfill Totals	Invoice 2	\$16,874.67
Program 160000 - Main Totals	Transactions	
Department 16 - Sanitation Totals	Invoice 22	\$18,736.61
Fund 730 - Solid Waste (S6401) Totals	Transactions	
	Invoice 22	\$18,736.61
	Transactions	
	Invoice 22	\$18,736.61
	Transactions	

Fund 800 - Risk Management(S0203)

Department 10 - Legal

Program 100000 - Main

Account 52430 - Uniforms and Tools

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes- T. Luallen 7 M-2/24/23	04/14/2023	61.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes J. Hinton 9.5 D-2/24/23	04/14/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes K. Bradley 9 M-3/13/23	04/14/2023	73.50
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes C. Hunt 11.5 M-3/13/23	04/14/2023	95.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes J. Lazell 12 D-3/15/23	04/14/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes K. Inman 7 M-3/25/23	04/14/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes Richtel 11-4/25/22	04/14/2023	69.98
1448 - Shoe Carnival, INC	10-safety shoes Rhodes 10-1/28/23	04/14/2023	99.98
1448 - Shoe Carnival, INC	10-safety shoes Hutt 9-2/7/23	04/14/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes Allen 10-2/10/23	04/14/2023	100.00
1448 - Shoe Carnival, INC	10-safety shoes Heagy 10.5-2/12/23	04/14/2023	100.00
	Account 52430 - Uniforms and Tools Totals	Invoice 11	\$999.46
		Transactions	

Account 53130 - Medical

6046 - Bradley J Elkins	10-reimb for CDL physical-3/14/23	04/14/2023	100.00
6946 - Sean McCoy	10-reimb for CDL physical-3/24/23	04/14/2023	100.00



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5967 - Larry M Pursell	10-reimb for CDL physical-3/17/23	04/14/2023	100.00
5992 - Danny L Wall	10-reimb for CDL physical-2/27/23	04/14/2023	100.00
Account 53130 - Medical Totals		Invoice 4	\$400.00
		Transactions	
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	10-FFB OSHA training Great Lakes-Conner	04/14/2023	808.00
Account 53160 - Instruction Totals		Invoice 1	\$808.00
		Transactions	
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	10-FFB US DOT CDL research-150 queries	04/14/2023	187.50
Account 53990 - Other Services and Charges Totals		Invoice 1	\$187.50
		Transactions	
Program 100000 - Main Totals		Invoice 17	\$2,394.96
		Transactions	
Department 10 - Legal Totals		Invoice 17	\$2,394.96
		Transactions	
Fund 800 - Risk Management(S0203) Totals		Invoice 17	\$2,394.96
		Transactions	
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
18539 - Life Insurance Company Of North America	12-February 2023, Bill Ref # 103094 02012023	04/14/2023	3,775.50
17785 - The Howard E. Nyhart Company, INC	12 - Nyhart Admin Fee (FSA, HSA, Wellness) - Februarv 2023	04/14/2023	1,161.65
17785 - The Howard E. Nyhart Company, INC	12 - Nyhart Admin Fee (FSA, HSA, Wellness) - March 2023	04/14/2023	1,180.40
Account 53990 - Other Services and Charges Totals		Invoice 3	\$6,117.55
		Transactions	
Account 53990.1201 - Other Services and Charges Health Insurance			
3928 - Aim Medical Trust	12-2023 AIM Premium Invoice \$963,255.62	04/03/2023	963,255.62
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER CONT - Gandhi		1,337.42



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

Invoice 2
Transactions \$964,593.04

Account **53990.1278 - Other Services and Charges Disability LTD**

18539 - Life Insurance Company Of North America 12-February 2023, Bill Ref # 103094 02012023

04/14/2023 9,600.28

Account **53990.1278 - Other Services and Charges Disability LTD** Totals

Invoice 1 \$9,600.28

Program **120000 - Main** Totals

Transactions Invoice 6 \$980,310.87

Department **12 - Human Resources** Totals

Transactions Invoice 6 \$980,310.87

Fund **801 - Health Insurance Trust** Totals

Transactions Invoice 6 \$980,310.87

Transactions Invoice 6 \$980,310.87

Transactions Invoice 6 \$980,310.87

Transactions Invoice 6 \$980,310.87

Fund **802 - Fleet Maintenance(\$9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC 17 - file pockets

04/14/2023 7.98

6530 - Office Depot, INC 17 - file pockets

04/14/2023 55.05

6530 - Office Depot, INC 17 - chair, tape, clipboard, vinyl padholder, markers

04/14/2023 82.25

Account **52110 - Office Supplies** Totals

Invoice 3 \$145.28

Transactions

Account **52230 - Garage and Motor Supplies**

50605 - Bauer Built, INC 17 - Disposal fee for light truck tires (35)- 3/15/23

04/14/2023 175.00

50605 - Bauer Built, INC 17 - Tires for stock

04/14/2023 5,717.81

4693 - Monroe County Tire & Supply, INC 17 - 235/75R17 passenger/LT tire repaired on 765

04/14/2023 25.00

4693 - Monroe County Tire & Supply, INC 17 - Goodyear Workhouse HT 10P Black tires for 876 & Tire fee

04/14/2023 130.30

4693 - Monroe County Tire & Supply, INC 17 -(2) G/year fortitude HT blk tires for 201 & tire fee

04/14/2023 208.18

4693 - Monroe County Tire & Supply, INC 17 - General Grabber HTS Blk 112S for 777 & tire fee

04/14/2023 220.25

4693 - Monroe County Tire & Supply, INC 17 - (2)G/year wrangler fortitude HT owl tires and tire fee

04/14/2023 297.04



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4693 - Monroe County Tire & Supply, INC	17 - (2) FStone transforce AT2 10P blk tires & tire fee for 417	04/14/2023	297.76
4693 - Monroe County Tire & Supply, INC	17 - tire call to Chge(2)tire on 625, fuel charge & service call	04/14/2023	386.25
4693 - Monroe County Tire & Supply, INC	17 - installed tires on backhoe 410L and put two stems on 457.SC	04/14/2023	408.75
4693 - Monroe County Tire & Supply, INC	17 - (4) ST235/80R16 tires and tire fee on 676	04/14/2023	521.00
4693 - Monroe County Tire & Supply, INC	17 - 2-Carlisle farm tires & tire fee, fstone radial tube.luas	04/14/2023	563.90
4693 - Monroe County Tire & Supply, INC	17 - 4 G'year wranger AT ADV blk tires & tire fee for 327	04/14/2023	731.28
4693 - Monroe County Tire & Supply, INC	17 - G'year assurance A/S blk 94V tires for 246	04/14/2023	99.64
4693 - Monroe County Tire & Supply, INC	17 - 1 G'Year assurance A/S blk 94V tire for 246	04/14/2023	99.64
4693 - Monroe County Tire & Supply, INC	17 -(4) G'year assurance A/S blk 94V tires for 214	04/14/2023	398.56
Account 52230 - Garage and Motor Supplies Totals		Invoice 16 Transactions	<u>\$10,280.36</u>
Account 52240 - Fuel and Oil			
613 - Hoosier Penn Oil Company, INC	17 - Megaplex XD3 #2 & HP Group II AW 68 Hvdra oil for stock	04/14/2023	1,595.54
7854 - Premier AG CO-OP, INC (Premier Energy)	17 -diesel fuel for Generator	BC 2022-109B 04/14/2023	753.53
7854 - Premier AG CO-OP, INC (Premier Energy)	17-diesel-7,344 gallons-3/13/23	BC 2022-109B 04/14/2023	25,543.90
Account 52240 - Fuel and Oil Totals		Invoice 3 Transactions	<u>\$27,892.97</u>
Account 52320 - Motor Vehicle Repair			
4135 - Andy Mohr Truck Center	17 - AB latch	04/14/2023	425.00
6001 - Bernath, LLC (Sealmaster)	17 - #493 pump, burner control, motor	04/14/2023	165.17
6001 - Bernath, LLC (Sealmaster)	17 - #493 burner control, motor	04/14/2023	733.97
244 - Bloomington Ford, INC	17 - Bolts for 635	04/14/2023	7.92
244 - Bloomington Ford, INC	17 - gasket for 256	04/14/2023	18.55
244 - Bloomington Ford, INC	17 - water outlet tube for 635	04/14/2023	33.88
244 - Bloomington Ford, INC	17 - Throttle body for 256	04/14/2023	51.90



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244 - Bloomington Ford, INC	17 - Directional Switch Assembly for 619	04/14/2023	57.55
244 - Bloomington Ford, INC	17 - TPMS sensor kit for 328	04/14/2023	62.72
244 - Bloomington Ford, INC	17 - circuit breaker assembly for 120	04/14/2023	68.45
244 - Bloomington Ford, INC	17 - oil separator assembly for Stock	04/14/2023	108.50
244 - Bloomington Ford, INC	17 - Drivers Seat cushion Pad for 690	04/14/2023	114.54
244 - Bloomington Ford, INC	17 - Oil Cooler Assembly for P138	04/14/2023	136.25
244 - Bloomington Ford, INC	17 - Front suspense bar & TPMS sensor kit for 402	04/14/2023	231.15
244 - Bloomington Ford, INC	17 - Control module for 690	04/14/2023	282.27
244 - Bloomington Ford, INC	17 - Fan clutch assembly for 487	04/14/2023	447.27
244 - Bloomington Ford, INC	17 - Engine cooler assembly for 635	04/14/2023	708.00
244 - Bloomington Ford, INC	17 - various sensors & gasket for 635	04/14/2023	1,057.61
244 - Bloomington Ford, INC	17 - Tube assembly for 787	04/14/2023	227.24
244 - Bloomington Ford, INC	17 - Gasket for 635	04/14/2023	17.18
5481 - Bright Equipment, INC (Bobcat of Ellettsville)	17 - stop assembly tube, (2) gassprings, fender washer. clevis	04/14/2023	118.54
941 - Central Indiana Truck Equipment Corporation	17 - handle assembly for 960	04/14/2023	57.25
941 - Central Indiana Truck Equipment Corporation	17 - single pump control for 959	04/14/2023	1,733.66
594 - Curry Auto Center, INC	17 - SL-N-Sensor for 849	04/14/2023	24.57
594 - Curry Auto Center, INC	17 - SL-N-Housing & SL-N-Hose for stock	04/14/2023	174.14
594 - Curry Auto Center, INC	17 - #811 repair to charging system	04/14/2023	750.00
1727 - Ditch Witch of Illinois	17 - 676 turbo nozzle belt pressure pump	04/14/2023	565.22
1727 - Ditch Witch of Illinois	17 - 676 turbo nozzle belt pressure pump	04/14/2023	2,755.66
51827 - Fire Service, INC	17 - Theromstat	04/14/2023	108.82
51827 - Fire Service, INC	17 - Oil Sensor Pressure & Valve Cove	04/14/2023	176.32



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51827 - Fire Service, INC	17 - Tensioner for 391	04/14/2023	445.36
455 - Industrial Service & Supply, INC	17 - male connectors	04/14/2023	6.82
455 - Industrial Service & Supply, INC	17 - (2) 90 deg tube elbow	04/14/2023	15.22
455 - Industrial Service & Supply, INC	17 - Straight tube union	04/14/2023	21.68
455 - Industrial Service & Supply, INC	17 - (2) 90 deg swivel elbow	04/14/2023	25.04
455 - Industrial Service & Supply, INC	17 - 1" NPT Coupling	04/14/2023	47.02
455 - Industrial Service & Supply, INC	17 - 1" return hose, JIC Swivel female stern, 1 steel ferrule	04/14/2023	131.54
796 - Interstate Battery System of Bloomington, INC	17 - MTP-T4 battery	04/14/2023	126.91
796 - Interstate Battery System of Bloomington, INC	17 - batteries for stock-MTP-65HD	04/14/2023	394.53
796 - Interstate Battery System of Bloomington, INC	17 - batteries for stock, MT-34, MTP-65HD	04/14/2023	602.11
11672 - Jack Doheny Companies, INC	17 - Dirt shoes, filters, sb segment set, single wrap broom	04/14/2023	2,148.75
5168 - Jasper Engine Exchange, INC	17 - 635 turbo	04/14/2023	1,805.00
4439 - JX Enterprises, INC	17 - Credit for Returned Strap-Muffler-Inv #27277030P	04/14/2023	(104.99)
4439 - JX Enterprises, INC	17 - Throttle pedal sensor CU kit	04/14/2023	141.99
4439 - JX Enterprises, INC	17 - Air Dryer bracket	04/14/2023	297.99
4439 - JX Enterprises, INC	17 - Rubber Vibration damper	04/14/2023	329.47
4439 - JX Enterprises, INC	17 - credit for returned (2) nitrogen oxide Sensors & 1 Valve	04/14/2023	(414.71)
4439 - JX Enterprises, INC	17 - credit for returned Muffler, clamp and stack flex muffler	04/14/2023	(783.67)
4439 - JX Enterprises, INC	17 - Heavy Duty truck-DPF Maint cleaning	04/14/2023	992.50
4439 - JX Enterprises, INC	17 - Hood 335 Pivot Assembly	04/14/2023	1,687.66
53385 - O'Reilly Automotive Stores, INC	17 - Oil Filter	04/14/2023	8.80
53385 - O'Reilly Automotive Stores, INC	17 - Fuel/water separator	04/14/2023	14.79
53385 - O'Reilly Automotive Stores, INC	17 - Light socket for stock	04/14/2023	14.98



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53385 - O'Reilly Automotive Stores, INC	17 - Air Filter	04/14/2023	20.74
53385 - O'Reilly Automotive Stores, INC	17 - Thermostat & Micor-V belt for Dodge Charger	04/14/2023	30.98
53385 - O'Reilly Automotive Stores, INC	17 - Water pump for 400	04/14/2023	31.98
53385 - O'Reilly Automotive Stores, INC	17 - Service jacks (2)	04/14/2023	687.58
53385 - O'Reilly Automotive Stores, INC	17 - EGR Cooler & EGR Valve	04/14/2023	576.48
53385 - O'Reilly Automotive Stores, INC	17 - Credit for returned Ignition coil-Inv 1903-342493	04/14/2023	(458.94)
53385 - O'Reilly Automotive Stores, INC	17 - Hub Assembly	04/14/2023	318.96
53385 - O'Reilly Automotive Stores, INC	17 - LSR Iridium for Dodge Charger	04/14/2023	163.04
53385 - O'Reilly Automotive Stores, INC	17 - oil filter	04/14/2023	45.68
53385 - O'Reilly Automotive Stores, INC	17 - Press Switch for F-350 Super Duty	04/14/2023	45.81
53385 - O'Reilly Automotive Stores, INC	17 - Torque mount	04/14/2023	52.24
53385 - O'Reilly Automotive Stores, INC	17 - Crankcase	04/14/2023	125.09
53385 - O'Reilly Automotive Stores, INC	17 - 12 qt of transmission fluid	04/14/2023	155.88
786 - Richard's Small Engine, INC	17 - (3) Blade excel/ Hustler gator	04/14/2023	54.21
786 - Richard's Small Engine, INC	17-Outer and inner filter element and blade scag gator	04/14/2023	205.48
786 - Richard's Small Engine, INC	17 - Blad scag gator G3 21IN for 792	04/14/2023	212.67
4547 - Riddle Tractor Sales (Lawrence County Equip.)	17 - kubota oil-45 1 gallon containers	04/14/2023	1,463.40
4547 - Riddle Tractor Sales (Lawrence County Equip.)	17 - filters, A/C B-28 for Stock	04/14/2023	147.70
54351 - Sternberg, INC	17 - Fleetguard fuel/water separator	04/14/2023	270.68
54351 - Sternberg, INC	17 -(4) Remanufactured brake shoes	04/14/2023	381.20
582 - Town & Country Chrysler Dodge Jeep, INC	17 - Engine Cooling Radiator	04/14/2023	537.20
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17 - Brake shoe and Lining kit	04/14/2023	1,668.84
622 - Truck Country of Indiana, INC (Stoops Freightliner)	17 - Truck park valve + Direct ship freight	04/14/2023	181.13



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622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - credit for Chargeback to sales misc	04/14/2023	(60.00)
4398 - TruckPro Holding Corporation	17 - (4) Brake drum & Brake kit 4	04/14/2023	2,358.33
4398 - TruckPro Holding Corporation	17 - credit for returned Brake kit	04/14/2023	(337.48)
4398 - TruckPro Holding Corporation	17 - Brake kit 4515PC	04/14/2023	321.02
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17 - ND Starter	04/14/2023	219.10
2096 - West Side Tractor Sales CO.	17 - Temperature sensor & Catalyst complete	04/14/2023	7,970.90
2096 - West Side Tractor Sales CO.	by west side for #781 17 - #781 repairs performed at west side	04/14/2023	5,653.06
2096 - West Side Tractor Sales CO.	17 - credit for returned parts	04/14/2023	(965.29)
2096 - West Side Tractor Sales CO.	17 - Hydraulic Oil	04/14/2023	783.85
2096 - West Side Tractor Sales CO.	17 - oil for stock for various vehicles and equipment	04/14/2023	599.00
2096 - West Side Tractor Sales CO.	17 - (2) Filter elements & Air filter for 457	04/14/2023	114.59
2096 - West Side Tractor Sales CO.	17 - Oil & Air Filters & seal	04/14/2023	55.09
2096 - West Side Tractor Sales CO.	17 - (2) Air Filters	04/14/2023	36.34
2096 - West Side Tractor Sales CO.	17 - (2) Filter Element & (2) Air filter	04/14/2023	146.34
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Power steering pump	04/14/2023	308.07
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Brake Pad assembly, Brake Rotor Assembly	04/14/2023	192.96
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - 1 qt Mercon LV (transmission fluid) for Stock	04/14/2023	90.96
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - oil cooler for stock	04/14/2023	74.03
Account 52320 - Motor Vehicle Repair Totals		Invoice 94	\$43,852.99
		Transactions	
Account 52420 - Other Supplies			
4150 - Alexander's LLC	17- thumb lock	04/14/2023	8.25
409 - Black Lumber Co. INC	17 - Elbow White Alum, Green flex-a-spout, (13) 1/2"x20' rebar	04/14/2023	151.85
7989 - Mark Garland (Mark Garland Enterprises, LLC)	17 - prolink pocket kit	04/14/2023	2,140.00



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7989 - Mark Garland (Mark Garland Enterprises, LLC)	17 - prolink master kit V2	04/14/2023	13,350.00
177 - Indiana Oxygen Company, INC	17 - gases for torch and welding equipment	04/14/2023	261.24
394 - Kleindorfer Hardware & Variety	17 - 40 1/4x 1 1/4 carriage for 484	04/14/2023	5.20
394 - Kleindorfer Hardware & Variety	17 - 14mm bolt, 2-14m washer, 1 lock nut for P131	04/14/2023	8.50
394 - Kleindorfer Hardware & Variety	17 - (2) washer couple, (2) Quick Firm for shop	04/14/2023	23.96
394 - Kleindorfer Hardware & Variety	17 - 6 tarp straps, 1 utility knife for 954	04/14/2023	30.93
394 - Kleindorfer Hardware & Variety	17 - 2 brass fittings, 4 coupler plugs, 6 brass adapters	04/14/2023	44.68
8181 - Lawson Products, INC	17 - Gloss Green Maintenance paint HSP for stock	04/14/2023	102.99
8181 - Lawson Products, INC	17 - Fuse, visa seal-wire terminals and connectors. thermapod	04/14/2023	822.55
6530 - Office Depot, INC	17 - chair, tape, clipboard, vinyl padholder, markers	04/14/2023	278.99
6530 - Office Depot, INC	17 - Executive chair	04/14/2023	449.99
6530 - Office Depot, INC	17 - safety equipment - rain suits	04/14/2023	486.82
3286 - Peacetree, INC (PEI Maintenance)	17 - prokees for fuelmaster	04/14/2023	963.00
Account 52420 - Other Supplies Totals		Invoice 16 Transactions	\$19,128.95
Account 53130 - Medical			
231 - IU Health OCC Health Services	17-J. Smith-DS DOT 5 Panel E Screen-2/27/23	04/14/2023	50.00
231 - IU Health OCC Health Services	17-D. Jones-DS DOT 5 Panel E Screen-3/3/23	04/14/2023	50.00
231 - IU Health OCC Health Services	17-B. Rushton-DS DOT 5 Panel E Screen-3/13/23	04/14/2023	50.00
231 - IU Health OCC Health Services	17-R. Jones-DS DOT 5 Panel E Screen-3/3/23	04/14/2023	50.00
Account 53130 - Medical Totals		Invoice 4 Transactions	\$200.00
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	17-Fleet Maint-water/sewer bill-February 2023	04/05/2023	701.22
Account 53530 - Water and Sewer Totals		Invoice 1 Transactions	\$701.22



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Account 53610 - Building Repairs

656 - B&L Sheet Metal and Roofing, INC	17 - roof repairs at Fleet	BC 2022-089	04/14/2023	8,500.00
298 - Commercial Service Of Bloomington, INC	17 - repairs to compressor-replaced motor-2/9/23	BC 2022-102	04/14/2023	3,450.00
Account 53610 - Building Repairs Totals			Invoice 2 Transactions	<u>\$11,950.00</u>

Account 53620 - Motor Repairs

594 - Curry Auto Center, INC	17 - #811 repair to charging system		04/14/2023	940.00
293 - J&S Locksmith Shop, INC	17 - 4622 key made		04/14/2023	228.00
293 - J&S Locksmith Shop, INC	17 - 209 & 4622 keys made		04/14/2023	318.00
4474 - Ken's Westside Service & Towing, LLC	17 - towing bill for 425-3/13/23		04/14/2023	225.00
54351 - Sternberg, INC	17 - 626 alignment		04/14/2023	160.50
2096 - West Side Tractor Sales CO.	17 -Temperature sensor & Catalyst complete by west side for #781		04/14/2023	3,447.28
2096 - West Side Tractor Sales CO.	17 - #781 repairs preformed at west side		04/14/2023	2,538.72
6476 - Samuel D Wray (Wray Automotive)	17 - #487 alignment		04/14/2023	50.00
6476 - Samuel D Wray (Wray Automotive)	17 - #1125 alignment		04/14/2023	50.00
Account 53620 - Motor Repairs Totals			Invoice 9 Transactions	<u>\$7,957.50</u>

Account 53640 - Hardware and Software Maintenance

7455 - TriTech Software Systems	17- Custom Reports, Parts Inventory, Costs for Fleet	BC 2023-005	04/14/2023	630.00
7455 - TriTech Software Systems	17- Custom Reports, Parts Inventory, Costs for Fleet	BC 2023-005	04/14/2023	180.00
Account 53640 - Hardware and Software Maintenance Totals			Invoice 2 Transactions	<u>\$810.00</u>

Account 53650 - Other Repairs

298 - Commercial Service Of Bloomington, INC	17 - repairs to compressor-replaced motor-2/9/23		04/14/2023	27.55
Account 53650 - Other Repairs Totals			Invoice 1 Transactions	<u>\$27.55</u>

Account 53920 - Laundry and Other Sanitation Services



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19171 - Aramark Uniform & Career Apparel Group, INC	17 - Towel and mat rentals - 3/15/2023	04/14/2023	77.36
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion of uniform rentals - 3/15/2023	04/14/2023	15.89
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 2	<u>77.36</u>
		Transactions	\$93.25
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	17-BMV title fees for Ford tuck	04/14/2023	15.00
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>15.00</u>
		Transactions	\$15.00
Program 170000 - Main Totals		Invoice 154	<u>\$123,055.07</u>
Department 17 - Fleet Maintenance Totals		Transactions	\$123,055.07
Fund 802 - Fleet Maintenance(\$9500) Totals		Invoice 154	<u>\$123,055.07</u>
		Transactions	\$123,055.07
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1271 - Other Services and Charges Section 125 - URM- City			
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/03/2023	49.99
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/03/2023	279.55
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/03/2023	65.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	04/04/2023	25.88
17785 - The Howard E. Nyhart Company, INC	12-City URM		150.59
17785 - The Howard E. Nyhart Company, INC	12-City URM		349.48
17785 - The Howard E. Nyhart Company, INC	12-City URM		185.12
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 7	<u>\$1,105.61</u>
		Transactions	
Account 53990.1273 - Other Services and Charges Term Life			
18539 - Life Insurance Company Of North America	12-February 2023, Bill Ref # 103094 02012023	04/14/2023	19,230.94

REGISTER OF CLAIMS
Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
04/14/23	Claims				\$1,514,494.55
					<u><u>\$1,514,494.55</u></u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,514,494.55

Dated this _____ day of _____ year of 20_____.

 Kyla Cox Deckard, President

 Elizabeth Karon, Vice President

 Jennifer Lloyd, Secretary

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

Fiscal Office _____