

# Board of Public Works Meeting

## October 24, 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](http://bloomington.in.gov) rather than in person

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

**AGENDA**  
**BOARD OF PUBLIC WORKS**  
**October 24, 2023**

A Regular Meeting of the Board of Public Work will be held Tuesday, **October 24, 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/86399286146?pwd=yS48PSXug1Cgb21hGtZq0PipmhCuqC.1> Meeting ID: 863 9928 6146 Passcode: 319122

**I. MESSAGES FROM BOARD MEMBERS**

**II. PETITIONS AND REMONSTRANCES**

**III. TITLE VI ABATEMENT REQUESTS**

1. Request for Abatement at 2501 E. 8<sup>th</sup> Street

**IV. CONSENT AGENDA**

1. Resolution 2023-68; Renewal for Mobile Vendor; Cup of Joy, LLC
2. Request for Installation of Protected Sidewalk Scaffolding at The Princess Theater
3. Alley Closure and Noise Permit for IU Film Production Event
4. Resolution 2023-73; Declaration of Surplus, City of Bloomington
5. Approval of Payroll

**V. NEW BUSINESS**

1. Contract with American Structurepoint, Inc. for Signal Timing Project
2. MOU with CBU for Construction Cost Sharing on the Morningside Neighborhood Greenway Project
3. Lane and Alley Closures Request from Strauser Construction for New Building Project at 416 E Cottage Grove Ave (December 12, 2023 – January 5, 2024)
4. Sidewalk Closure Request from Strauser Construction for a Restoration Project at E 17<sup>th</sup> St and N Indiana Ave (October 30, 2023-Novemember 3, 2023)

**VI. STAFF REPORTS & OTHER BUSINESS**

**VII. APPROVAL OF CLAIMS**

**VIII. ADJOURNMENT**

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



# Staff Report

**To: Board of Public Works**

**From: Rob Council & Colleen Newbill**

**Date: October 24, 2023**

**Re: Request to abate property at 2501 E. 8th Street, Bloomington, Indiana**

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## **Attachments:**

1. Notices of Violation issued 9/26/2023, 10/6/2023, and 10/11/2023.
2. Photograph(s) of the property
3. GIS property information
4. Order for Abatement (proposed)

## **Facts:**

1. Bloomington Municipal Code § 6.06.020 makes it unlawful for “any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.”
2. On September 26, 2023, a Neighborhood Compliance Office inspected the property located at 2501 E. 8th Street, Bloomington, Indiana (hereinafter, the “Property”) for trash and scattered litter on the Property and issued a Notice of Violation for garbage, rubbish, and trash in violation of BMC § 6.06.020.
3. On October 6, 2023 and October 11, 2023, a Neighborhood Compliance Officer re-inspected the Property and issued additional Notices of Violation for the trash and litter on the Property in violation of BMC § 6.06.020 (hereinafter, the June September 26 Notice of Violation and the October 6 and October 11 Notices of Violation are collectively the “NOVs”).
4. The NOVs were issued to Randall Hammond (hereinafter, the “Owner”), the owner of the Property.
5. The violations have not been corrected and the NOVs were not appealed.
6. The NOVs were posted in a conspicuous place at the Property in accordance with BMC § 6.06.070(b).
7. The Notice of Request to Abate was served on the Owner of the Property by certified mail in accordance with BMC § 6.06.080(b).
8. The abatement order should be continuous.

## **Status of the Property and Reason for Abatement:**

The Property remains out of compliance. Garbage remains thrown, placed and scattered on the Property. The Property needs to be abated to eliminate the violation and public nuisance.

## **Staff Recommendation:**

Staff recommends that the Property be abated as soon as reasonably possible and that the order be continuous in nature.



# Notice of Violation

Housing & Neighborhood  
Development Department (HAND)  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
[www.bloomington.in.gov/hand/](http://www.bloomington.in.gov/hand/)

Date 9/26/23 Time 1:30 Address/location 2501 E 8th St 47408

Issued by: 207

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

**Fine Due: \$15.00**       **Warning (No fine due at this time)**      Ticket# \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at **\$15.00/day** per BMC 6.04.100(c).

BMC 6.06.020 It is unlawful for any person to throw, place, or scatter any garbage, recyclable materials or yard waste over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, recyclable materials or yard waste to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to remove, cover or burn it.

**PAID**

**Fine Due: \$50**  \$100  ~~\$150~~  **Warning (No fine due at this time)** Ticket# 62023-09-1551

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at **\$50.00, \$100, or \$150/day** per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

**Fine Due:  \$50  \$100  \$150**       **Warning (No fine due at this time)**      Ticket# \_\_\_\_\_

**NOTE: Immediate compliance required** in order to avoid additional violations/fines assessed at **\$50.00, \$100, or \$150/day** per BMC 6.06.070(c).

Comments: \_\_\_\_\_

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name Randall Hammond  
 Address 2501 E 8th St  
 City Bloomington State IN  
 Zip Code 47408

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

BPW: \_\_\_\_\_

Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_





# Notice of Violation

Housing & Neighborhood Development Department (HAND)  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
[www.bloomington.in.gov/hand/](http://www.bloomington.in.gov/hand/)

Date 10/6/23 Time 12:30 Address/location 2501 E 8th L7400

Issued by: 257

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00       Warning (No fine due at this time)      Ticket# \_\_\_\_\_

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Fine Due:  \$50     \$100     \$150     Warning (No fine due at this time)    Ticket# 62023-09-1551

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

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Comments: \_\_\_\_\_

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2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name Randall Hammond  
 Address same as ticket  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

BPW: \_\_\_\_\_

Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_





# Notice of Violation

Housing & Neighborhood Development Department (HAND)  
P.O. Box 100  
401 N. Morton Street  
Bloomington, IN 47402  
[www.bloomington.in.gov/hand/](http://www.bloomington.in.gov/hand/)

Date 10/14/23 Time 222 Address/location 2501 E 8th #47406

Issued by: 207

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00       Warning (No fine due at this time)      Ticket# \_\_\_\_\_

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

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Fine Due: \$50   \$100   \$150    Warning (No fine due at this time)   Ticket# 62023-09-1551

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

Fine Due: \$50   \$100   \$150    Warning (No fine due at this time)   Ticket# \_\_\_\_\_

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$50.00, \$100, or \$150/day per BMC 6.06.070(c).

Comments: Please dispose of garbage.

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. **You may pay in person or mail payment to the address listed above. Please make check/money order payable to "The City of Bloomington."** All fines listed above may be contested in the Monroe County Circuit Courts.
2. Fines shall not attach to non-possessory residential rental property owner(s) for a period of seven (7) days provided HAND is presented with a true and exact copy of any and all leases in effect during the time period covered by the NOV (per occurrence), at which time said tenant(s) shall be held responsible for fines due. A non-possessory residential rental property owner is the owner of record, but one that is not a resident of said property. Property owner(s) shall otherwise be held responsible for fines if a lease is not presented in the time period indicated.
3. The City may seek action by its Board of Public Works or the Monroe County Circuit Courts in assessing fines, ordering remediation of the property (the City has the authority to bring the property into compliance itself or the City may hire a private third-party contractor to bring the property into compliance) and/or assessing costs associated with clean-up of the property, and pursuing any other remedies available by law, including but not limited to injunctive relief. If the City or their designee, with permission from the City of Bloomington Board of Public Works, enters the property and abates the violation the owner shall be responsible for reimbursing the City for the abatement and all associated cost.
4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name Randall Hammond  
 Address same as ticket  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

Agent Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 Zip Code \_\_\_\_\_

BPW: 10/24/23

Mail Copies To: Resident: \_\_\_\_\_ Owner:  Agent: \_\_\_\_\_



**City of Bloomington  
Housing and Neighborhood Development**

**NOTICE OF REQUEST FOR ABATEMENT**

To: Randall Hammond (“Property Owner”)

The City of Bloomington Housing and Neighborhood Development (“HAND”) Department has requested that the Board of Public Works issue an order to abate the ordinance violation(s) noted on the attached ticket(s) at the property located at **2501 E 8th St, Bloomington 47408**, under parcel number 53-05-34-401-081.000-005 and whose legal description is 013-39670-00 GREEN ACRES PT LOT 103 (Hereinafter the “Property”).

If the Board of Public Works grants HAND’s request, then HAND or its third party contractor will enter into and onto the Property and abate the violation(s). The Property Owner shall be responsible for reimbursing the City for the abatement and all associated costs. If the Property Owner fails to reimburse the city for any and all costs associated with an abatement of his property, said costs shall be filed with the county auditor and placed on the tax duplicate for the property at issue; said costs being collected as taxes are collected.

If you do not immediately remedy the ongoing ordinance violations on your property, HAND will seek authorization for abatement of said violation(s) at the Board of Public Works meeting to be held at **5:30 P.M. Tuesday October 24, 2023 via ZOOM meetings and in person in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404. You must contact the Office of Public Works at 812-349-3410 or email at public.works@bloomington.in.gov for further information.**

**The Property Owner is entitled to present arguments and evidence in defense of this request for abatement.**

**Fines are not appealed at this meeting**














Stacks of newspapers, including 'The New York Times' and 'The Wall Street Journal'.

Rico Farms

PHARMACIC





  
CITY OF BLOOMINGTON

Canta

WARNING  
A RISK









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MPH









# Monroe County, IN

2501 E 8th ST, Bloomington, IN 47408-4214  
53-05-34-401-081.000-005



## Parcel Information

**Parcel Number:** 53-05-34-401-081.000-005  
**Alt Parcel Number:** 013-39670-00  
**Property Address:** 2501 E 8th ST  
Bloomington, IN 47408-4214  
**Neighborhood:** 131 Trending 2006 - A  
**Property Class:** 1 Family Dwell - Platted Lot  
**Owner Name:** Hammond, Randall D  
**Owner Address:** 2501 E 8th St  
Bloomington, IN 47408  
**Legal Description:** 013-39670-00 GREEN ACRES PT LOT 103

## Taxing District

**Township:** BLOOMINGTON TOWNSHIP  
**Corporation:** MONROE COUNTY COMMUNITY

## Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
9	0.247	

**City of Bloomington’s Board of Public Works**  
**Order of Abatement for NOV**

This matter is before the Board of Public Works for Abatement of Notice of Violations issued 9/26/2023, 10/6/2023, and 10/11/2023 (hereinafter, the “NOVs”). The Board of Public Works received information regarding the NOVs at its regular meeting on Tuesday, October 24, 2023.

The Board of Public Works now finds as follows:

1. Randall Hammond (hereinafter, the “Owner”) owns the real estate located at 2501 E. 8<sup>th</sup> Street, Bloomington, Indiana, parcel number 53-05-34-401-081.000-005, and whose legal description is 013-39670-00 GREEN ACRES PT LOT 103 (hereinafter, the “Property”).
2. On 9/26/2023, 10/6/2023, and 10/11/2023, Rob Council, City of Bloomington Neighborhood Compliance Officer, issued the NOVs after personally observing garbage, rubbish, and trash deposited on the Property in violation of BMC § 6.06.020.
3. Substantial evidence in the form of photographs of the Property and eye witness testimony from the City of Bloomington Neighborhood Compliance Officer establish the need to abate the Property.
4. The NOVs were properly issued to the Owner in accordance with BMC § 6.06.070(b).
5. The NOVs were not appealed.
6. The violation(s) cited in the NOVs were not remedied.
7. Notice of the City’s request to abate the Property was properly issued and the Owner properly notified in accordance with BMC § 6.06.080(b).

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

- A. The City, via either its employees or a third-party private contractor hired by the City, is authorized to enter into and onto the Property in order to bring said Property into compliance with Chapter 6.06 of the City of Bloomington Municipal Code. Specifically, the City, via either its employees or a third-party contractor hired by the City, is authorized to enter into and onto the Property to remove any and all garbage, rubbish, and trash as those terms are defined in Chapter 6.06 of the City of Bloomington Municipal Code.
- B. The City shall bill the Owner for all associated costs of abatement. The Owner shall remit payment in full no later than ten days from receipt of the bill.
- C. If the Owner fails to comply with paragraph B above, a certified copy of the statement of costs incurred by the City shall be filed in the office of the Monroe County Auditor. The Monroe County Auditor shall thereupon place the amount due on the tax duplicate for the Property.
- D. **CONTINUOUS ABATEMENT:** In accordance with Section 6.06.080(e) of the City of Bloomington Municipal Code, this Order of Abatement is a **CONTINUOUS ORDER OF ABATEMENT**. The City is hereby authorized to abate any further ordinance violations of Chapter 6.06 of the City of Bloomington Municipal Code at this Property concerning deposit of garbage without notice or a hearing in front of this Board while this Order remains in effect.

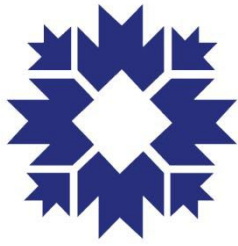
- E. **THIS ABATEMENT ORDER SHALL CONTINUE FOR TWELVE MONTHS AND EXPIRES ON THE 11th DAY OF September, 2024.**
- F. Public Works shall notify the Owner of this Order and HAND shall post this Order on the Property at the time of abatement.
- G. All appeals from the Board's decision on an abatement request shall be made to courts of competent jurisdiction within ten days.

**So Ordered this 24th Day of October, 2023.**

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





**CITY OF  
BLOOMINGTON**  
ECONOMIC AND SUSTAINABLE DEVELOPMENT

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**Project/Event:** Mobile Vendor in Right of Way  
**PW Resolution No:** 2023-68  
**Petitioner/Representative:** Elizabeth Tragesser, Owner of Cup of Joy, LLC  
**Staff Representative:** Susan Coates  
**Meeting Date:** 10/10/2023

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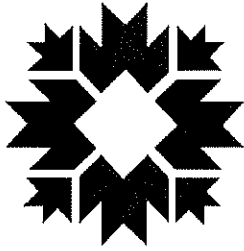
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**Cup of Joy, LLC**, by its owner, Elizabeth Tragesser, has applied for a Mobile Vendor License to operate a food truck/trailer. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license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

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

This application is for 1 year.

Staff is supportive of the request.



# CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

## Business License Cover Sheet

<b>Business Name</b>	Cup of Joy, LLC
<b>License Type</b>	Mobile Vendor License
<b>Contact</b>	Elizabeth Tragesser
<b>Phone</b>	812-272-7582
<b>Email</b>	cupofjoyfoodtruck@gmail.com
<b>BPW Resolution No (if applicable)</b>	2023-68
<b>Issue Date of License</b>	10/11/2023
<b>Expiration Date of License</b>	10/11/2024
<b>Scanned?</b>	<input checked="" type="checkbox"/>
<b>Renewal Date for License</b>	10/11/2024
<b>Department Head</b>	Holly Warren
<b>Record Destruction Date</b>	10/11/2027
<b>ESD Tracking No</b>	N/A
<b>Document Physical Filing Location</b>	2-drawer file cabinet at ESD Admin's desk
<b>Document Digital Filing Location</b>	I:\common\Economic Development\BUSINESS\Business Licensing\Licenses\Mobile Vendor License\Businesses

Cup of Joy

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

- A copy of the registration for the vehicle
- Copy of a valid driver's license
- Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
- Proof of an independent safety inspection of all vehicles to be used in the business
- Proof of insurance in accordance with the limits described in Section 4.28.090 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
- 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.
- A copy of the business's registration with the Indiana Secretary of State.
- A copy of the Employer Identification Number (EIN)
- A signed copy of the Prohibited Location Agreement
- A signed copy of the Standards of Conduct Agreement
- Fire inspection (if required)
- Picture of truck or trailer
- 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: 9/26/23	Received By: [Signature]	Date Approved: 10/9/23	Approved By: [Signature]
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Date: 9/26/2023

Cup of Joy  
Res. 2023-681



CITY OF BLOOMINGTON

## MOBILE VENDOR LICENSE APPLICATION

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

### 1. License Length and Fee Application

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

### 2. Applicant Information

Name:	Elizabeth Traggesser	
Title/Position:	Owner	
Date of Birth:	8-22-1983	
Address:	6794 W. Vernal Pike	
City, State, Zip:	Bloomington, IN 47404	
E-Mail Address:	cupofjoyfoodtruck@gmail.com	
Phone Number:	812-272-7582	Mobile Phone:

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

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

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

10/3/23 - NOT PAID yet

**4. Company Information**

Name of Employer:	Cup of Joy			
Address of Employer:	6794 W. Vernal Pike			
City, State, Zip:	Bloomington, IN 47404			
Employment Start Date:		End Date (If known):		
Phone Number:	812-272-7582			
Website / Email:	cupofjoyfoodtruck@gmail.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
Brady Trageser, partner	6794 W. Vernal Pike Bloomington, IN 47404

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

Date of incorporation or organization:	9/13/2020
State of incorporation or organization:	
(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:

24 hours per day

Place or places where you will conduct business (If private property, attach written permission from property owner):

Fairgrounds, Festivals, Various places around 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

No

(If Yes) Provide details



# myBMV

CUSTOMER NAME: BRADY JOHN TRAGESSE  
Make: CHE  
Year: 1997  
Model: GMT-400 K1500  
VIN/HIN: 1GCEK19R6VE258329  
Plate Number: TK457NVT  
LAST RENEWAL DATE: 11/27/22  
EXPIRATION DATE: 11/14/23

## 2023 Registration Fees

AGE:	26
VEHICLE EXCISE TAX:	\$21.00
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:	\$0.00
Total:	\$91.35



- [myBMV Home](#)
- [Plates And Registrations](#)
- [Vehicle Titles](#)
- [Licenses And ID Cards](#)
- [Driver Records](#)
- [Suspension & Reinstatement](#)
- [my Information](#)
- [Driver Training](#)

[Sign Out](#)

**my Driver Records**

- [View Your Driver Record](#)
- [Official Driver Record](#)
- [Pay Reinstatement Fees Online](#)
- [Renew Your License, Permit or ID Card](#)
- [Add MotorCycle Endorsement](#)
- [View Your Recent Driver Notices](#)
- [Track Your Recent Renewals](#)
- [Replace Your License, Permit or ID Card](#)
- [Schedule Driving Test](#)
- [Your Renewal Date](#)
- [CDL Self-Certify Driver Type](#)
- [Proceed to Checkout](#)

**my Driver Records**

Welcome, ELIZABETH F TRAGESSERI

Click to Verify - This site chose VeriSign SSL for secure e-commerce and confidential communications.  
[ABOUT SSL CERTIFICATES](#)

**\*\* NOTE:** The BMV only retains supporting documentation for a period of ten (10) years **\*\***

License type: DRIVERS

As of 09/26/2023 9:16 am  
IINT

License status: VALID

SR22: Not needed

Current points: 0

Endorsements: None

Pending Endorsements: None

Restrictions: None

Pending Restrictions: None

**Suspension Information -- (\* indicates active suspensions)**

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

No Suspensions were found.

**Pending Suspension Information**

No Pending Suspensions were found.

**Disqualification Information -- (\* indicates active disqualifications)**

No Disqualifications were found.

**Pending Disqualification Information**

No Pending Disqualifications were found.

**Out of State Withdrawal Information**

No OOS Withdrawals were found.

**Convictions -- (\* indicates active points)**

Disposition Date	Pts	Offense Description	Offense Date	Court / Case Number	Susp IDs	Disq IDs	CMV	Hazmat
11/28/2001	4	SPEEDING 72/55	10/29/2001	GAS CITY CITY / 27H010111IF08392			No	No

**Mailing Addresses**

ID	Effective Date	Street Address	City	State	ZIP Code
4	08/11/2012	7020 E STATE ROAD 45	BLOOMINGTON	IN	47408-9553
3	10/09/2008	2720 N THOMAS RD	BLOOMINGTON	IN	47404-9655
2	11/17/2006	295 W HICKORY DR	ELLETTSVILLE	IN	47429-1109
1	09/22/1999	6794 W VERNAL PIKE	BLOOMINGTON	IN	47404-9100

**Legal Addresses**

ID	Effective Date	Street Address	City	State	ZIP Code
4	08/11/2012	7020 E STATE ROAD 45	BLOOMINGTON	IN	47408-9553
3	10/09/2008	2720 N THOMAS RD	BLOOMINGTON	IN	47404-9655

2	11/17/2006	296 WHICKORY DR	ELLETTSVILLE	IN	47429-1109
1	09/22/1999	8794 W VERNAL PIKE	BLOOMINGTON	IN	47404-9100

**Credential Issuance**

Issue Date: 09/01/2016, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2024

Interim Credential Issue Date: 8/11/2012, Expiration Date: 9/10/2012, Reason: RENEWAL DL W/O CARD, IN-STATE, Control #: 3297427

Issue Date: 08/11/2012, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2018

Issue Date: 10/09/2008, Renew License, DRIVERS (4 YR), Endorsements: None, Restrictions: None, Expiration Date: 08/22/2012

Issue Date: 11/17/2006, Amend License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2008

Issue Date: 08/24/2004, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2008

Issue Date: 09/22/1999, Renew License, DRIVERS, Endorsements: None, Restrictions: None, Expiration Date: 08/22/2004

Issue Date: 12/28/1988, Renew ID Card, REGULAR ID CARD, Endorsements: None, Restrictions: None, Expiration Date: 12/31/2002

Issue Date: 12/28/1998, Issue Driver's Ed, DRIVER EDUCATION, Endorsements: None, Restrictions: None, Expiration Date: 12/31/1999

**Remarks**

No Remarks were found.

\*\*\*\*\*  
\* End of Driver Record \*  
\*\*\*\*\*





# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
09/12/2023

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.

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME:		
	PHONE (A/C, No, Ext): 844-357-0403	FAX (A/C, No):	
	E-MAIL ADDRESS: contact@hiscox.com		
	PRODUCER CUSTOMER ID:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED Cup Of Joy 7020 E State Road 45 Bloomington, IN 47408	INSURER A: Hiscox Insurance Company Inc.		10200
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS		
A	<input type="checkbox"/>	PROPERTY	P100.689.590.4	10/27/2023	10/27/2024	<input type="checkbox"/>	BUILDING	\$	
	<input type="checkbox"/>	CAUSES OF LOSS				DEDUCTIBLES	<input checked="" type="checkbox"/>	PERSONAL PROPERTY	\$ \$ 5,000
	<input type="checkbox"/>	BASIC				BUILDING	<input type="checkbox"/>	BUSINESS INCOME	\$
	<input type="checkbox"/>	BROAD				CONTENTS	<input type="checkbox"/>	EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/>	SPECIAL				\$ 500	<input type="checkbox"/>	RENTAL VALUE	\$
	<input type="checkbox"/>	EARTHQUAKE					<input type="checkbox"/>	BLANKET BUILDING	\$
	<input type="checkbox"/>	WIND					<input type="checkbox"/>	BLANKET PERS PROP	\$
	<input type="checkbox"/>	FLOOD					<input type="checkbox"/>	BLANKET BLDG & PP	\$
	<input type="checkbox"/>	INLAND MARINE	TYPE OF POLICY				\$		
	<input type="checkbox"/>	CAUSES OF LOSS					\$		
	<input type="checkbox"/>	NAMED PERILS	POLICY NUMBER				\$		
	<input type="checkbox"/>	CRIME					\$		
	<input type="checkbox"/>	TYPE OF POLICY					\$		
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$		
							\$		

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2023

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).

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007		FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com		
<b>INSURED</b> Cup Of Joy 7020 E State Road 45 Bloomington, IN 47408	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Hiscox Insurance Company Inc		10200
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P100.689.590.4	10/27/2023	10/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER****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

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**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.

Elizabeth Tragesser  
Name, Printed

E. Tragesser  
Signature

9-26-23  
Date Release Signed



**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: Elizabeth Traggesser

Signature: E. Traggesser

Date: 9-28-23



**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: Elizabeth Traggesser

Signature: E. Traggesser

Date: 9-26-2023

BUSINESS INFORMATION  
CONNIE LAWSON  
INDIANA SECRETARY OF STATE  
10/20/2020 08:55 PM

**Business Details**

Business Name: CUP OF JOY, LLP  
Business ID: 202009131422496  
Entity Type: Domestic Limited Liability Partnership  
Business Status: Active  
Creation Date: 09/13/2020  
Inactive Date:  
Principal Office Address: 7020 east state road 45, Bloomington, IN,  
47408, USA  
Expiration Date: Perpetual  
Jurisdiction of Formation: Indiana  
Business Entity Report Due  
Date: 09/30/2022  
Years Due:

**Principal Information**

Title	Name	Address
Limited Partner	Amber Parker	5115 South College Drive, Bloomington, IN, 47403, USA

**Registered Agent Information**

Type: Individual  
Name: Elizabeth Traggesser  
Address: 7020 east state road 45, Bloomington, IN, 47408, USA

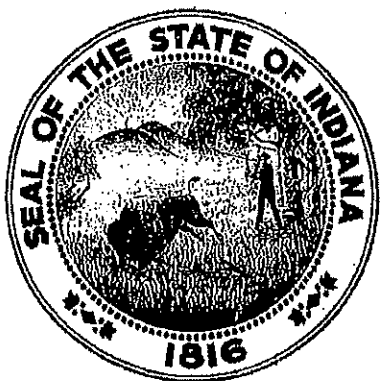


State of Indiana  
Office of the Secretary of State

Certificate of Registration of Limited Liability Partnership  
of  
CUP OF JOY, LLP

I, CONNIE LAWSON, Secretary of State, hereby certify that a Registration of Limited Liability Partnership of the above Domestic Limited Liability Partnership 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 Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective Sunday, September 13, 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, September 14, 2020.

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

202009131422496 / 8720472

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

 **IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 09-17-2020

Employer Identification Number:  
85-3058720

Form: SS-4

Number of this notice: CP 575 B

CUP OF JOY  
ELIZABETH TRAGESSER MBR  
7020 E STATE ROAD 45  
BLOOMINGTON, IN 47408

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 85-3058720. 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 1065

03/15/2021

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*.

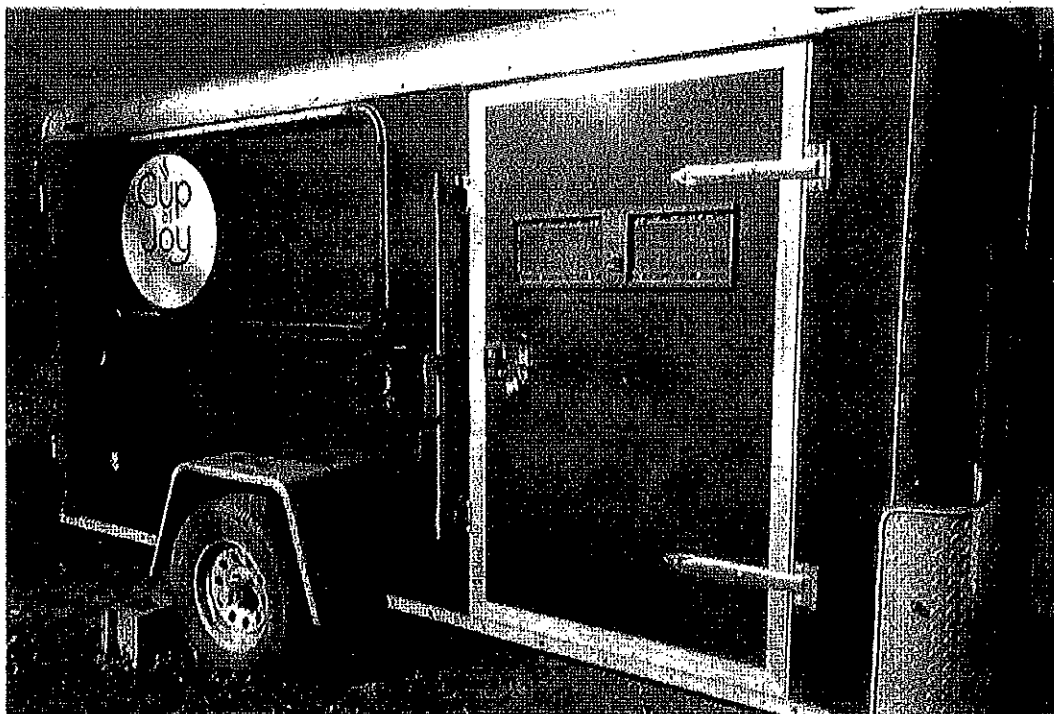
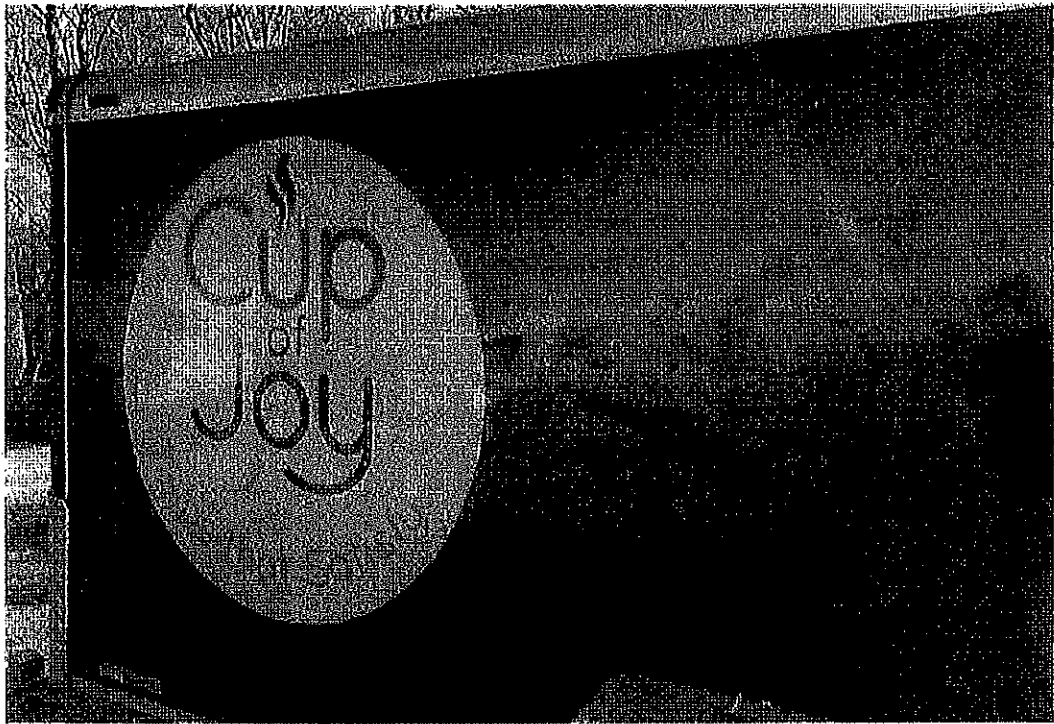
We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the 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.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

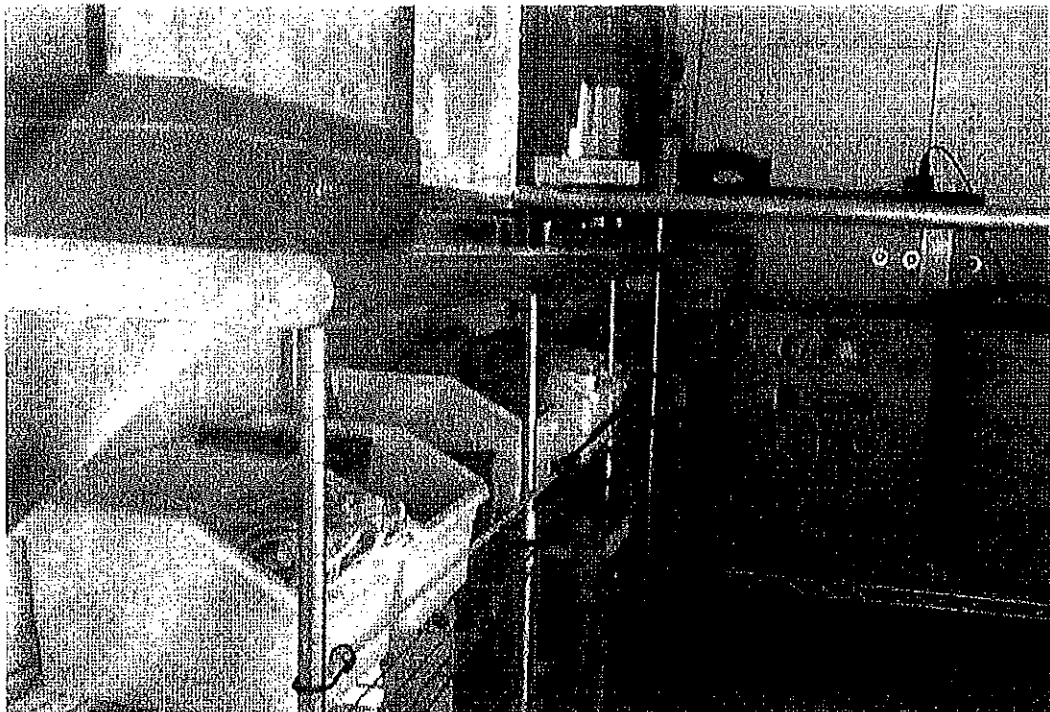
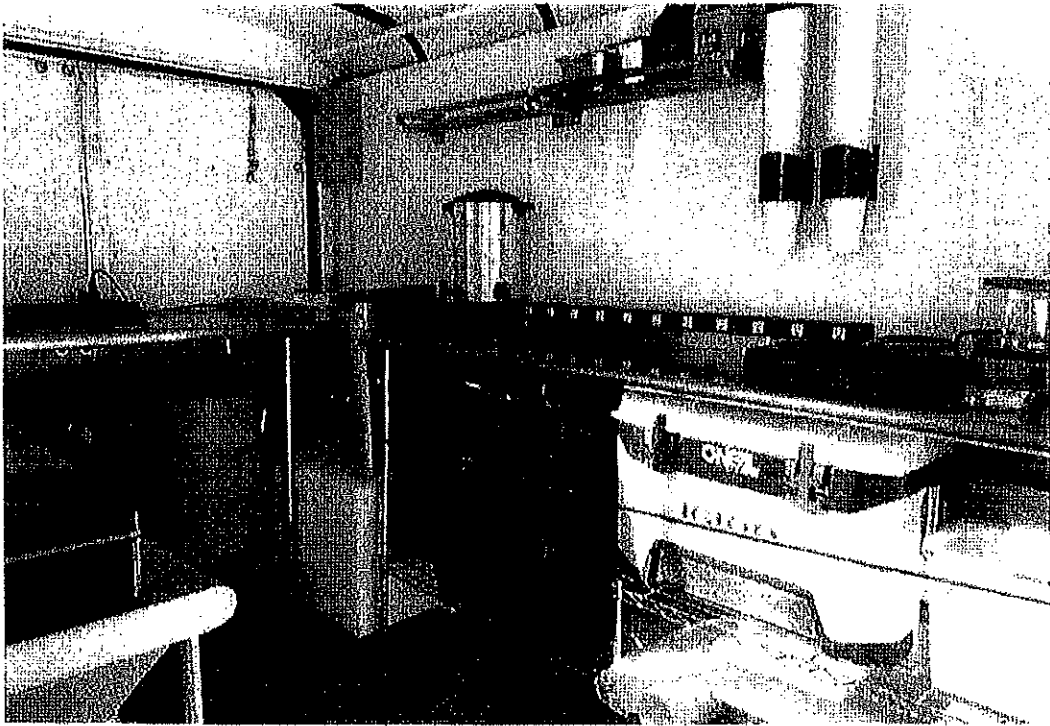
To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

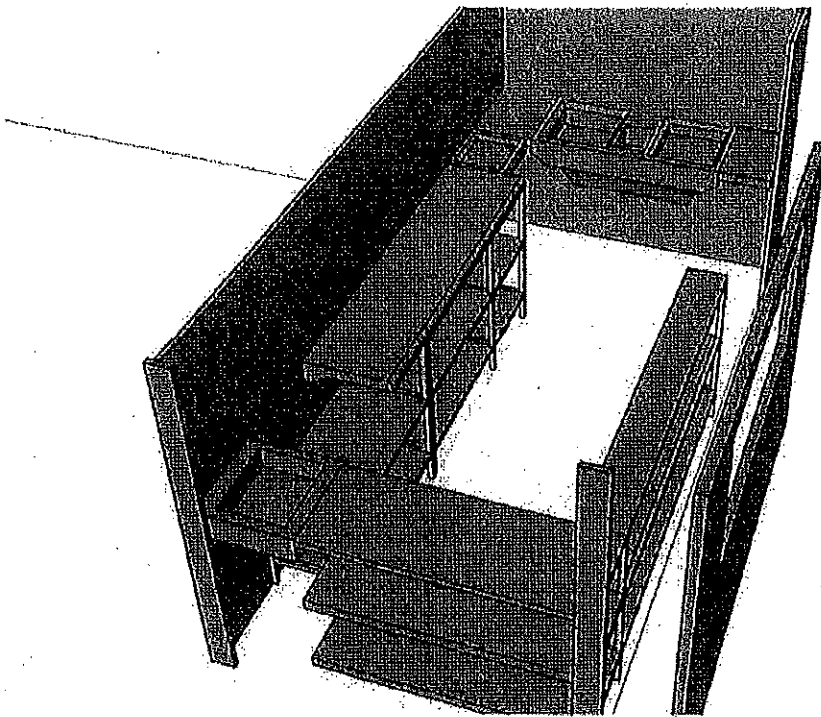
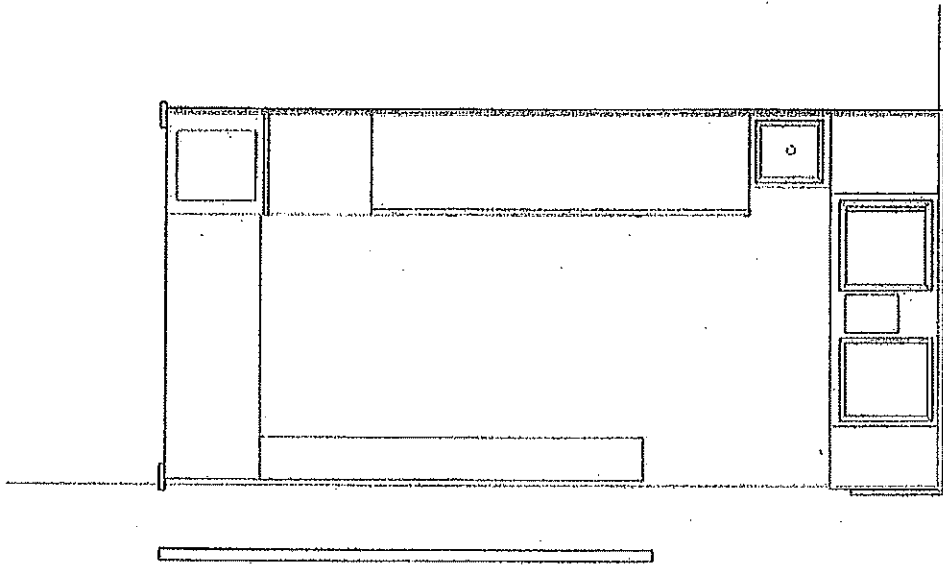














ServSafe

# ServSafe® CERTIFICATION

## ELIZABETH TRAGESSE

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).

2536883  
LICENSEE NUMBER

10795  
EXAM FORM NUMBER

3/2/2023  
DATE OF EXAMINATION

3/2/2028  
DATE OF EXPIRATION

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



#0655

*Elizabeth Tragesse*

Sharron  
Executive Director, ServSafe National Restaurant Association Solutions



In accordance with...

The ServSafe logo and trademarks of the NSR&EF National Restaurant Association® and the arc design

Contact us with questions at 233 S. Wacker Drive, Suite 3400, Chicago, IL 60604-2033 or ServSafe@nrausa.org

# Mobile Food Service Establishment License

## Monroe County Health Department

This is to certify that:

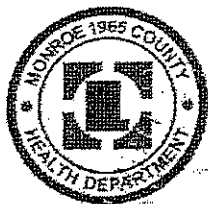
**CUP OF JOY**

**ELIZABETH TRAGESSE**

**HARRODSBURG COMMUNITY CENTER**

**HARRODSBURG, IN 47434**

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:

2/3/2023

By

*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

CUP OF JOY  
7020 EAST ST RD 45  
BLOOMINGTON IN 47408-4740

FEIN 85-3058720  
LOC ID 0171682130-001  
ISSUED March 04, 2021  
EXPIRES March 31, 2023

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.



CUP OF JOY LLP  
7020 E STATE ROAD 45  
BLOOMINGTON IN 47408-9553

COMMISSIONER

MUST BE DISPLAYED BY MERCHANT IN THE LOCATION SHOWN



Cup of Joy

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION High Speed Tire and Auto  
INSPECTOR'S NAME Mike Dougherty INSPECTOR'S PHONE # 812-332-3331  
DATE OF INSPECTION 10-3-23

TAXICAB COMPANY \_\_\_\_\_  
VEHICLE YEAR 07 MAKE Chevy MODEL Suburban  
VIN 1G7NFK163275208047

	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: \_\_\_\_\_

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Inspector Signature

*[Handwritten Signature]*

Date:

*10-3-23*

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



# Bloomington Fire Department

PO Box 100  
Bloomington IN 47402  
812-332-9763

Mayor John Hamilton

Fire Chief Jason Moore

## Temporary Food Vendor

### Fire Permit

**Permit Number**  
BFD-2023-0000021

**Effective Date Range**  
09/28/2023 - 09/28/2024

**Business Name**  
Cup of Joy

**Billing Address**  
6794 W VERNAL PIKE CUP OF JOY,  
BLOOMINGTON, IN, 47404

This permit is to certify that the named establishment has met the minimum standards of the Indiana Fire Code at the time of inspection. This is a **Fire Permit only** and does not indicate approval from any other agency or authority. Inspection and approval from the **State Health Department** is required and the final permit will be issued by the **City of Bloomington Economic and Sustainable Department**.

### Permit Contact

Elizabeth Tragesser  
Business Owner  
812-272-7582  
Cupofjoyfoodtruck@Gmail.com

## Permit Signatures

### Inspector Permit Signature

A handwritten signature in black ink that reads "Tim Clapp".

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Tim Clapp  
Fire Marshal  
812-349-3889  
clappt@bloomington.in.gov



**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2023-68  
Mobile Vendor in Public Right of Way  
Cup of Joy, 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, Cup of Joy, LLC (“Vendor”), is seeking a Mobile Vendor License under Bloomington Municipal Code 4.28;

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

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

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

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen food truck or trailer for 1 year beginning 10/11/2023, and ending on 10/11/2024.

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.
- 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 10th DAY OF OCTOBER, 2023.**

**BOARD OF PUBLIC WORKS:**

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
Jane Kupersmith, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2023-68 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Elizabeth Tragesser

Date: \_\_\_\_\_



# Board of Public Works

## Staff Report

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**Project/Event:** Scaffolding with Protected Pedestrian Walk-way at Princess Theater Building

**Petitioner/Representative:** Angela Parker – Agent for DG & D Properties

**Staff Representative:** [Maria McCormick](#)

**Date:** October 24, 2023

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**Report:**

The Princess Theater (204 N. Walnut St.) is in need repairs to the façade. In order to facilitate these repairs scaffolding has been erected on the sidewalk in front of the building. The sidewalk has not been closed as the scaffolding provides a protected walk-way along the front of the building. This scaffolding is estimated to remain in place until April 9, 2024.





# 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](mailto:engineering@bloomington.in.gov)

ROW EXCAVATION  ROW USE  
ADDRESS OF ROW ACTIVITY: \_\_\_\_\_

<b>A. APPLICANT/AGENT INFORMATION:</b> APPLICANT NAME: <u>ANGELA PARKER / AGENT OF DG&amp;D</u> E-MAIL: <u>angela@carminiparker.com</u> COMPANY: <u>DG&amp;D PROPERTIES, LLC</u> ADDRESS: <u>206 N. WALNUT ST.</u> CITY, STATE, ZIP: <u>BLOOMINGTON, IN</u> 24-HR EMERGENCY CONTACT NAME: <u>DON TURNER / AGENT</u> 24-HR CONTACT PHONE #: <u>812-327-4002</u> INSURANCE #: <u>94-E5-K999-8</u> COMPANY: <u>STATE FARM</u> BOND #: _____ COMPANY: _____ <small>* INSURANCE &amp; BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small> <b>**SUBCONTRACTOR INFORMATION**</b> <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: <u>STRAUSER CONSTRUCTION</u>	<b>D. TRAFFIC CONTROL DEVICES*:</b> <u>NONE</u> <input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small> <b>E. METERED PARKING SPACES NEEDED:</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
<b>B. WORK DESCRIPTION:</b> <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input checked="" type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>SAFETY SCAFFOLD IN FRONT OF PRINCESS THEATER</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	<b>F. IS THIS A</b> <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? <u>NO</u> 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>C. RIGHT OF WAY TO BE USED/CLOSED:</b> STREET NAME 1: <u>WALNUT ST.</u> 1ST INTERSECTING STREET NAME: <u>6<sup>TH</sup> STREET</u> 2ND INTERSECTING STREET NAME: <u>7<sup>TH</sup> STREET</u> <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input 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 type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: <u>10/9/23</u> END DATE: <u>4/9/24</u> # OF DAYS*: <u>180</u>  STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	<b>G. EXCAVATIONS:</b> <u>N/A</u> SQ FT OF PAVEMENT* EXCAVATIONS: _____ <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____ <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: _____ <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: _____ SQ FT OF SIDEWALK RECONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____ <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: _____
<b>H. INDEMNIFICATION AGREEMENT:</b> <small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>Angela Parker</u> SIGNATURE: <u>Angela Parker</u> DATE: <u>10/9/23</u>	 <small>Know what's below. Call before you dig.</small> TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK CALL 811 OR 800-382-5544 CALL 2 WORKING DAYS BEFORE YOU DIG. IT'S THE LAW.

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

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**Project/Event:** Alley Closure and Noise Permit Request

**Petitioner/Representative:** IU Student Film Production

**Meeting Date:** October 24, 2023

**Event Date:** Sunday, November 5, 2023

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**Report:** Benjamin Gordon Johnson has submitted a street or traffic lane closure and noise permit applications for a small IU student film production on November 5, 2023 from 5:00 pm to 11:59 pm. The alleyway closure is between E Kirkwood Ave and E 6<sup>th</sup> Street off of N Walnut St. The film production will be shooting dialogue sequence scenes for the film.





**City of Bloomington**  
Public Works Department

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

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

**Street or Traffic Lane Closure Permit Application**

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

Location: N Walnut St E Kirkwood ave E Sixth St  
(Street) (From) (To)

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

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

<b>Date(s) of Closure:</b> From <u>11/5/23</u> To <u>11/5/23</u> > 2 weeks? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Start Time:</b> <u>5</u> : <u>00</u> a.m. / <input type="checkbox"/> p.m. <b>End Time:</b> <u>11</u> : <u>59</u> a.m. / <input type="checkbox"/> p.m.
<b>Overnight Closure Required:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

The applicant hereby certifies and agrees as follows:

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

**Applicant Information:**

Name or Organization: Benjamin Gordon Johnson

Contact Person (Printed Name): Benjamin Gordon Johnson

Contact Email: bengjohn@iu.edu Contact Phone No.: (317) 979-2162

Signature: Benjamin Johnson Date: 10/9/23

*For Administration Use Only*

Approved By: \_\_\_\_\_ Dept.: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved By: \_\_\_\_\_ Dept.: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved By: \_\_\_\_\_ Dept.: \_\_\_\_\_ Date: \_\_\_\_\_



CITY OF BLOOMINGTON

# NOISE PERMIT

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

## Application and Permit Information

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

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

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

## Event and Noise Information

Name of Event:	Film Production		
Location of Event:	Alleyway between E Kirkwood Ave and E Sixth St off N Walnut St		
Date of Event:	11/5/23	Time of Event:	Start: 5:00PM
Calendar Day of Week:	Sunday		End: 10:00PM
Description of Event:	Small team of student filmmakers(10 cast & crew) shooting dialogue sequence for short film project with IU Bloomington. 5-10 extras will be joining on set for around 30 min during the duration of the shoot.		
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

## Applicant Information

Name:	Benjamin Gordon Johnson		
Organization:	Indiana University Bloomington	Title:	Student
Physical Address:	316 E 12th St, Bloomington, IN, 47408		
Email Address:	bengjohn@iu.edu	Phone Number:	(317) 979-2162
Signature:	<i>Benjamin Johnson</i>	Date:	10/24/23

## FOR CITY OF BLOOMINGTON USE ONLY

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

<b>BOARD OF PUBLIC WORKS</b>	
_____	_____
Kyla Cox Deckard, President	Elizabeth Karon, Vice-President
_____	_____
Date	Jane Kupersmith, Secretary



# Board of Public Works Staff Report

**Project/Event:** Resolution 2023-73 – Declaration of Worthless Surplus for property located at Winston Thomas

**Petitioner/Representative:** City of Bloomington

**Staff Representative:** Chris Wheeler, Assistant City Attorney; Phil Peden, Assistant Director for Engineering/Utilities Department

**Meeting Date:** 10/24/2023

Over the years CBU has permitted various departments in the City of Bloomington to place various items (see Exhibit “A”) on the Winston Thomas property. CBU intends to develop that site and has requested the City Departments to remove the property they need from Winston Thomas, and those City Departments have done so. However, the items listed in Exhibit “A” remain and have been deemed worthless to the other City Departments.

The City Controller has reviewed Exhibit “A” and approves their being designated as worthless surplus so that CBU may dispose of those items during demolition and site preparation for development.

CBU requests that the Board of Public Works approve this Resolution declaring the items listed in Exhibit “A” as worthless surplus.



**RESOLUTION 2023-73  
TO DESIGNATE SURPLUS PROPERTY AS WORTHLESS**

**WHEREAS**, the City of Bloomington Utilities Department (“CBU”) is in possession of various items of material that have been placed on the Winston Thomas property over the years by various other City of Bloomington Departments, said items being identified in Exhibit “A”, attached hereto and by this reference incorporated herein; and

**WHEREAS**, the items so identified are in various stages of disrepair, deterioration and degradation such that their value to the City of Bloomington is of nominal or no value and no longer needed; and

**WHEREAS**, CBU requests that the Board of Public Works declare these items as worthless surplus so that CBU may disposed of them; and

**WHEREAS**, these items have been approved for worthless surplus designation by the City of Bloomington Controller; and

**WHEREAS**, Indiana Code § 5-22-22-8, permits the City of Bloomington Board of Public Works to declare that these items are worthless surplus to be disposed.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The items identified in Exhibit “A” are worthless surplus property.
2. CBU shall dispose of said items in any manner it sees fit.

**SO ADOPTED** by the Board of Public Works at its regularly scheduled meeting on October 24, 2023.

\_\_\_\_\_  
Kyla Cox Deckard, President  
Board of Public Works

Dated: \_\_\_\_\_

<b>EXHIBIT "A"</b>	
<b>Items at WT requested to be deemed surplus</b>	<b>Quantity</b>
Stacks of bricks	49
stacks of concrete blocks	6
metal filing cabinets	7
72 gallon yellow plastic salvage drums	3
55 gallon plastic barrels	4
55 gallon metal barrels	2
pile rubber speed bumps	1
wood railroad ties	7
aluminum framed chemical totes	5
500 gallon mobile water tank	1
oversized aluminum frame for access lid (no lid)	1
pile of Metal bars (green)	1
wooden picnic tables	3
pile of old signs and sign posts	1
piles of old chain link fence components	2
street signs- metal, fabric	9
north concrete block pile	1
tee post pile	1
rubber parking curb pile(north)	1

north brick stacks	38
north assorted concrete stacks	11
communication manhole castings	10
10' section of 12" cmp slot drain pipe	1
stack of light poles and metal conduit	1
metal pallet stackers (white)	3



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/20/2023	Payroll				522,160.48
					<u>522,160.48</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 \$ 522,160.48

**Dated this 24th day of October year of 2023.**

\_\_\_\_\_

Kyla Cox Deckard, President                      Elizabeth Karon, Vice-President                      Jane Kupersmith, Secretary

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

Fiscal Officer \_\_\_\_\_



## Board of Public Works Staff Report

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**Project/Event:** Approve Preliminary Engineering Contract with American Structurepoint, Inc. for the Signal Timing Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Neil Kopper, Senior Project Engineer

**Date:** 10/24/2023

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**Report:** This project will collect traffic data, model traffic patterns, and determine and implement citywide signal timings that optimize safety and mobility for all modes of transportation. The project is programmed in the Metropolitan Planning Organization's Transportation Improvement Program for up to \$382,500 in federal funds. Four engineering firms responded to a Request for Proposals (RFP) to perform preliminary engineering services for the project. Based on the evaluation criteria outlined in the RFP, American Structurepoint was selected as the most qualified respondent. The contract is set at a not-to-exceed amount of \$424,500. This project does not involve physical construction.

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<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
<b>Design Services Contract</b>	<b>Current Item</b>	<b>10/24/2023</b>
ROW Services Contract	N/A	TBD
Public Need Resolution	N/A	TBD
Construction Inspection Contract	N/A	TBD
Construction Contract	N/A	TBD



## CONTRACT COVER MEMORANDUM

**TO:** Office of the Mayor  
**FROM:** Engineering Department  
**DATE:** 10/19/2023  
**RE:** Approve Preliminary Engineering Contract with American Structurepoint, Inc. for the Signal Timing Project

<b>Contract Recipient/Vendor Name:</b>	American Structurepoint, Inc.
<b>Department Head Initials of Approval:</b>	Andrew Cibor
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Neil Kopper
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Aleks Pratt
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	
<b>Due Date For Signature:</b>	10/24/2023
<b>Expiration Date of Contract:</b>	Estimated 12/20/2025
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$424,500
<b>Funding Source:</b>	601-07-070000-54310
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Submitted
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

**Summary of Contract:** This project will collect traffic data, model traffic patterns, and determine and implement citywide signal timings that optimize safety and mobility for all modes of transportation. The project is programmed in the Metropolitan Planning Organization's Transportation Improvement Program for up to \$382,500 in federal funds. American Structurepoint was selected from four engineering firms that responded to an RFP to perform preliminary engineering services for the project. This project does not involve physical construction.



# City of Bloomington Contract and Purchase Justification Form

Vendor: American Structurepoint, Inc.

Contract Amount: 424,500

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

**PURCHASE INFORMATION**

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

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

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

# of Submittals:    4	Yes	No		Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Was the lowest cost selected? (If no, please state below why it was not.)  Qualifications-based selection (required by INDOT in order to utilize federal funds) based on responses to RFP.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

3. State why this vendor was selected to receive the award and contract:  
American Structurepoint was selected for this contract based on an evaluation of their response to the RFP.

Neil Kopper  
\_\_\_\_\_

Print/Type Name

Senior Project Engineer  
\_\_\_\_\_

Print/Type Title

Engineering  
\_\_\_\_\_

Department

## LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between City of Bloomington, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and American Structurepoint, Inc. (“the CONSULTANT”), a corporation organized under the laws of the State of Indiana.

Des. No.: 1900400

Project Description: City of Bloomington, 2023 Signal Timing Project

### RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation (“INDOT”) for a transportation or transportation enhancement project (“the Project”), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix “A” attached hereto (“Services”);

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The “Recitals” above are hereby made an integral part and specifically incorporated into this Contract.

**SECTION I SERVICES BY CONSULTANT.** The CONSULTANT will provide the Services and deliverables described in Appendix “A” which is herein attached to and made an integral part of this Contract.

**SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA.** The information and services to be furnished by the LPA are set out in Appendix “B” which is herein attached to and made an integral part of this Contract.

**SECTION III TERM.** The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be August 2025. A schedule for completion of the Services and deliverables is set forth in Appendix “C” which is herein attached to and made an integral part of this Contract.

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix “D” which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 424,500.**

**SECTION V NOTICE TO PROCEED AND SCHEDULE.** The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix “C” which is herein attached to and made an integral part of this Contract.

## **SECTION VI GENERAL PROVISIONS**

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
  
2. **Assignment; Successors.**
  - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
  
  - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.
  
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
  
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
  
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
  - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
    - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the



entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
  - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
  - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
  - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
  - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

**9. Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

**11. DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's



Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

**12. Non-Discrimination.**

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration (“FHWA”) within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT’s assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT’S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
  - (5) Sanctions for Noncompliance: In the event of the CONSULTANT’S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
    - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
    - (b) cancellation, termination or suspension of the Contract, in whole or in part.
  - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

**13. Disputes.**

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

**14. Drug-Free Workplace Certification.**

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
  - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.



17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
  - a. United States Longshoremen & Harbor workers
  - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Neil Kopper  
401 N. Morton Street, Suite 130  
Bloomington, Indiana 47404

Notices to the CONSULTANT shall be sent to:

Willis R. Conner, President  
American Structurepoint, Inc.  
9025 River Road, Suite 200  
Indianapolis, Indiana 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.



**28. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

**29. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**30. Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

Neil Kopper  
401 N. Morton Street, Suite 130  
Bloomington, Indiana 47404

**31. Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

**32. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

**33. Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

**34. Termination for Convenience.**

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make

such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

**35. Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
    1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
    2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
    3. Make progress so as to endanger performance of this Contract; or
    4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
  - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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**Non-Collusion.**

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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

**CONSULTANT**  
American Structurepoint, Inc.

**LOCAL PUBLIC AGENCY**  
City of Bloomington Board of Public Works

\_\_\_\_\_  
Cash E. Canfield, Chief Operating Officer

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Elizabeth Karon, Vice President

\_\_\_\_\_  
Jane Kupersmith, Secretary

\_\_\_\_\_  
Beth Cate, Corporation Counsel



## APPENDIX "A"

### SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

#### A. General

1. The CONSULTANT shall provide engineering services and prepare traffic signal timing plans and other submittal documents following the *INDOT LPA Project Development Process Guidance Document for Local Federal Aid Projects* dated March 2022 and revisions thereto, for the LPA.

#### B. Phase 1 – Signal System Inventory

1. Project Kickoff/Project Management

The CONSULTANT will initiate a project kickoff meeting with the LPA to discuss the project goals and identify project constraints, restraints, or special conditions. Key stakeholders (INDOT, Indiana University, Bloomington Transit) will be identified, and the LPA's primary contact and information sharing procedures will be discussed. A detailed project schedule will be developed to identify additional meetings, key delivery dates, impacts to operations (school-year issues), and any other issues associated with the schedule.

2. Environmental Services

The CONSULTANT shall prepare a single document supporting the anticipated determination that the proposed traffic signal re-timing project (87 intersections) throughout Bloomington meets the criteria for the Programmatic Categorical Exclusion (PCE). The environmental services required to develop this project shall be in accordance with the *Procedural Manual for Preparing Environmental Documents* (2008) and the *INDOT Categorical Exclusion Manual* and revisions thereto. Copies of these documents are on file with INDOT and are incorporated by reference and made a part hereof. Approval of this determination will be sought from the INDOT Seymour District. It is anticipated that one PCE determination form will be sufficient for all intersections included as part of this project. If consultation with the INDOT Seymour District determines a PCE determination is required for each intersection, the services required for the preparation of the additional PCE's will be considered out of scope. If it is determined the scope of the project will not meet the criteria of the PCE, the services required to complete the required level of Categorical Exclusion will be considered out of scope.

- a. Red Flag Investigation. The preparation of a Red Flag Investigation (RFI) is not anticipated to be required as this traffic signal retiming project does not involve any ground disturbance or right-of-way acquisition. If the scope of the proposed project is modified or if it is determined by INDOT that a RFI will be required, the services to complete the required RFI will be considered out of scope and additional or supplemental services will be required to complete the RFI.
- b. Section 106. Full Section 106 review and documentation is not anticipated for this project, as it is anticipated that the proposed traffic signal re-timing project will qualify under Category A-5 of the *Minor Projects Programmatic Agreement (MPPA)* dated February 13, 2019 and revisions thereto. If consultation with INDOT Cultural Resources Office (CRO) indicates

- additional investigations or full Section 106 review is necessary, additional services will be required to complete the Section 106 process, including completing the evaluation of potential historic or cultural resources and preparing appropriated Section 106 documentation in accordance with the *INDOT Cultural Resources Manual*.
- c. **Public Involvement.** A Public Hearing or Public Information Meeting is not anticipated for this project. According to INDOT Project Development Public Involvement Procedures Manual, approved by FHWA, it is not anticipated the proposed project will meet the minimum requirements for public involvement. If public involvement meetings are requested by INDOT, additional or supplemental services will be required to facilitate these meetings.
  - d. **Threatened and Endangered Species.** The CONSULTANT shall obtain Threatened and Endangered Species Lists for the project. This shall include coordination with the U.S. Fish and Wildlife Service's (USFWS) through the Information for Planning and Consultation (IPaC) website and coordination with the Indiana Department of Natural Resources through a Natural Heritage Database Check. Based on the information provided to prepare this scope of work, this proposed traffic signal retiming project is not anticipated to require ground disturbance, tree clearing, or work on small structures. Therefore, no site visits for bat inspections are included in this scope of work and bat. If it is determined that bat inspections, species specific coordination, guano sampling, or formal consultation is required, this shall be considered a change in scope and supplemental services will be required.
  - e. **Section 4(f) and Section 6(f).** It is not anticipated that Section 4(f) or Section 6(f) documentation will be required as part of this project. If during development of the preferred alternative it is determined a Section 4(f) or Section 6(f) resource will be impacted and a Section 4(f) or Section 6(f) evaluation is necessary, additional or supplemental services will be required to develop and evaluate potential avoidance alternatives, determine whether any alternatives are feasible and prudent, and analyze impacts from identified avoidance alternatives, as required for individual evaluations.
  - f. **Noise Analysis.** An analysis of Noise Impacts is not anticipated, as the scope of the proposed project is consistent with a Type 3 project, as defined in the most recent version of the INDOT Traffic Noise Analysis Procedures and revisions thereto. If during consultation with INDOT it is determined an analysis of noise impacts is required, services required for determining existing noise levels, identification of noise receivers, predictions of future noise levels, evaluation of impacts, and an analysis of noise abatement will be considered out of scope and additional or supplemental fees will be required.
  - g. **Wetland Delineation.** The preparation of a Wetland Delineation and Waters Report is not anticipated to be required as this traffic signal retiming project does not involve any ground disturbance. Coordination with resources agencies, preparation of Section 401, Section 404, and Construction in a Floodway permit applications, and preparation of mitigation plans are also omitted from this task. If the scope of the proposed project is modified to include ground disturbance or drainage work, the services required for the preparation of a Wetland Delineation and Waters Report, permitting and mitigation will be considered out of scope.
  - h. **Environmental Work Exclusions.** If the CONSULTANT is required to provide an environmental service not listed above, the work to provide such additional service shall be considered a change in the scope of work. The environmental services required to develop this project shall be in accordance with the Procedure Manual for Preparing Environmental Documents dated 2008 and the most recent version of the Categorical Exclusion Manual and any revisions thereto. Copies of these documents are on file with the INDOT and are incorporated by reference and made a part hereof.

### 3. Field Review

The CONSULTANT will verify the network/intersection information provided by the LPA. A field inventory for all the study intersections (84 signals, 3 PHBs) will be conducted that includes existing signal and pedestrian phasing, number of lanes and their usage, and length of turn lanes. The CONSULTANT will obtain the existing timing info from the LPA via remote upload/download utilizing the existing AI units and VPN. Special attention will be paid to pedestrian and vehicle crossing distances and compared to the previous calculations to determine if changes have been made.

During the field inventory, observations of the existing operations will be noted for future use during the analysis. These observations will include queue lengths (recurring or excessive), cycle failures, pedestrian operations (crossing at unsigned locations or failure to use push buttons/crosswalks), or dangerous/unexpected vehicular operations due to an unsafe field condition (i.e., signage, access, detection, etc.). Vehicle and pedestrian detection will be checked for proper operation. Pictures will be taken of each approach as well as the controller cabinet for future documentation.

The LPA general principles to timing standards (yellow, all-red, walk/don't walk, etc.) and controller setting preferences will be reviewed to determine they are still in compliance. Additionally, a standard for LPI's (leading ped intervals), rest-in-walk and pedestrian recall will be developed and added to the existing timing standard and included in the final report. The intention will be to look at the signal system holistically and determine when these items should be implemented or excluded throughout the system.

### 4. Citywide Synchro Model Development

The CONSULTANT will use the latest LPA-approved version of Synchro for the citywide traffic signal model. The existing model that has been maintained by the CONSULTANT will be modified, as necessary based upon the field review and inventory, and updated to be reflected as the "EXISTING" model.

## C. Phase 2 - Data Collection

### 1. 24-Hour Machine Counts

The CONSULTANT will provide eight (8) machine tube counts at select locations, which match the previous data collection efforts. This will allow for a comparison to determine changes to the travel patterns. The LPA will provide any available roadway tube counts that have been collected in the previous two (2) years, which will be reviewed for usability and accuracy, with special attention being paid to recent construction projects or areas where traffic flow may have been impacted since the data was collected. The proposed tube count locations include the following:

- College Avenue: South of Kirkwood Avenue
- North Walnut Street: North of 4<sup>th</sup> Street
- South Walnut Street: Between signals at Miller Drive and Hillside Drive
- College Mall Road: Between signals at Eastland Plaza and 2<sup>nd</sup> Street
- East 3<sup>rd</sup> Street: Between Ballantine Road and Highland Avenue
- West 3<sup>rd</sup> Street: Between signals at Landmark Avenue and Patterson Drive
- Bloomfield Road: Between signals at Landmark Avenue and Adams Street
- 17<sup>th</sup> Street: Between Lincoln Street and Grant Street (west of signal at Dunn Street)

## 2. Turning Movement Counts

The CONSULTANT will collect seven (7) hours of 15-minute turning movement counts (TMCs) at the 84 signalized intersections. The counts will be conducted during the seven (7) highest hours of the day and will include the AM peak, PM peak, and off-peak periods as determined by the machine counts. Counts will be made on a normal weekday (Tuesday, Wednesday, or Thursday) during a typical, non-holiday week during the school year. TMCs will include pedestrian counts and enhanced vehicle classification.

Turning movement counts will be collected for two (2) hours at 20 intersections during the weekend (Saturday midday) peak period. These intersections will be chosen strategically based upon factors including cross-coordination, adjacent high traffic generators, and major-major street intersections where the highest value of data can be obtained.

An additional five (5) hours of turning movement counts will be collected at up to two (2) currently signalized intersections for use in part of traffic signal warrant analyses as part of future projects.

The machine counts and turning movement counts will be collected as soon as Fall 2023 based upon receiving a fully authorized contract and notice to proceed. Miovision video collection units will be used to collect TMCs. The LPA will provide the CONSULTANT with the necessary authorizations to secure the Miovision video collection units to the LPA signal equipment, as requested. The existing Synchro models will be updated with the TMCs.

## 3. Travel Time Runs

Travel time runs will be completed for the existing eight (8) coordinated systems using the Tru-Traffic software (or similar) in conjunction with a GPS logger. The travel time and delay study information will be utilized during the “before” analysis and during the timing development. The corridors are as follows:

- College Avenue – 1<sup>st</sup> Street to 11<sup>th</sup> Street
- Walnut Street – 1<sup>st</sup> Street to 14<sup>th</sup> Street
- Walnut Street – Country Club Drive to Grimes Lane
- College Mall Road – Moores Pike to Eastland Plaza
- East 3<sup>rd</sup> Street – Rogers Street to Eagleson Avenue
- West 3<sup>rd</sup> Street – Kimble Drive to Kirkwood Avenue
- West 2<sup>nd</sup> Street/Bloomfield Road – Rolling Ridge Road to Rogers Street
- 17<sup>th</sup> Street – Kinser Pike to Fee Lane

## 4. Preliminary Documentation

The CONSULTANT will initiate and attend a meeting with the LPA upon completion of the signal system inventory and data collection efforts. The 7-day counts will be reviewed and compared to the previous data as a comparison to confirm which corridors would be evaluated for either a full or partial retiming, or if there are locations where additional patterns are recommended, including advanced/detailed weekend timings. Any questions that may have arisen from these tasks will be discussed and then documented in a memorandum before moving to the next project phase.

## D. Phase 3 – Analysis and Timing Development

### 1. Before Analysis

The Synchro model and the travel time and delay studies will provide an accurate depiction of the existing conditions. The Synchro model must be accurate and reflect the existing conditions



observed during the signal inventory and field reviews, and SimTraffic will be used to verify and validate the existing conditions models. A detailed benchmarking of the existing conditions will be compiled for the signalized intersections (84) once the existing Synchro models are fully validated.

## 2. Development of Basic Controller Timings

The CONSULTANT will develop basic controller timings for the 87 signalized intersections, including the three (3) PHB's. Special attention will be paid to the pedestrian timings, yellow change, and all-red intervals to verify they are meeting (or exceeding) the recommended times based upon the LPA timing standards.

## 3. Timing Development

The CONSULTANT will develop weekday traffic timing patterns for the intersections within the existing coordinated corridors (70 intersections). This effort will include the optimization of the cycles, splits, and the offsets for the coordinated systems. Existing cycle lengths will be reviewed to determine if they can be shortened to eliminate stale green. A time-of-day plan will be developed for each of the coordinated systems being retimed based upon the 7-day machine counts. The coordinated timing development will review the existing left-turn phasing and determine whether the use of lead-lag phasing, the addition of protected plus permissive movements, or protected-only movements are recommended.

Pedestrian timings and accommodations are a key focus of this project. As previously mentioned, a standard for LPI implementation, rest-in-walk, and pedestrian recall will be evaluated system wide. Standards will be recommended and detailed in coordination with the LPA and provided as a standalone document (or included in the final report). These standards will include exceptions to the standard and detail all pedestrian treatments throughout the system.

The CONSULTANT will use Synchro and Tru-Traffic (or similar) software to refine the splits and offsets. During this step, the intersections' operations will be evaluated to determine whether alternate phasing or changes to pedestrian operations are recommended. Any recommendations for phasing or signal changes will be documented and provided to the LPA staff for their review prior to final timing plan development.

It was assumed that five (5) corridors would require full retiming efforts while the additional three (3) corridors would require a lower effort retiming. The signal timing "light" effort is anticipated to include a review of the clearance times, to ensure that the existing cycle lengths are sufficient and can accommodate the updated basic controller timings. LPIs and pedestrian recall (rest in walk) will be reviewed, and the splits and offsets will be optimized in Synchro and Tru-Traffic (or similar).

## 4. Phase 3 Documentation

The CONSULTANT will submit a memorandum to the LPA detailing the existing conditions and documenting the recommended signal timing plans upon completion of the before analysis and the proposed timing development along with the proposed Synchro models for the LPA to review. The CONSULTANT will prepare the final timing plans and prepare the timings for transfer to the controller database upon approval by the LPA. Deliverables for this phase will include a memorandum detailing the existing conditions, recommendations, the existing and proposed Synchro models, and the proposed timing information.

## E. Phase 4 - Deployment

### 1. Timing Implementation and Fine Tuning

The CONSULTANT will implement the basic signal timings at all of the signalized intersections (84 signals, 3 PHBs). It is anticipated that the CONSULTANT will utilize remote access through the Glance AI VPN to download new timing databases to the locations where the AI units have

been deployed. The in-field fine-tuning will begin upon completion of the database deployment, which will occur on a typical weekday following the AM peak period. All of the new patterns will be observed to verify proper operations during initial implementation. The operations of the coordinated systems will be observed and monitored, with any changes being implemented and documented during the fine-tuning process. All signals where timing changes will occur will be observed to verify proper operation.

## 2. After Analysis

The CONSULTANT will perform “after” travel time runs upon completion of the fine-tuning for the eight (8) corridors. The travel time runs will provide the travel time and delay information for the coordinated signal system. The “after” travel time runs will be compared to the “before” travel time runs and the difference documented in the final report. In addition, the “after” Synchro model will be analyzed and compared to the “before” model.

## 3. Final Report and Recommendations

The CONSULTANT will provide a Citywide report detailing the before and after analysis for the entire traffic signal system and a benefit to cost analysis will be provided. This document will include any concerns or recommendations that the CONSULTANT has about the signal system, intersection geometry, or pedestrian operations. These issues would be considered non-critical but may enhance the operations or safety of the traveling public. Many aspects of the signal system will be reviewed throughout the project (including but not limited to detection, communication, technology, etc.) on an ongoing basis, and these recommendations will be compiled in the final report.

If these issues are operational or geometric in nature, analysis may be provided to show the benefits of the recommendation.

## 4. Signal Retiming Project Close-Out Meeting

The CONSULTANT will initiate and attend a project close-out meeting with the LPA to discuss the final report and recommendations contained within the report.

## F. Phase 5 – Preliminary Design Direction Determination

The current signal system needs significant upgrade and replacement, and an Advanced Traffic Management System (ATMS) would benefit LPA staff (engineering, maintenance, and operations) and users of all modes of travel in Bloomington. A thorough review of the LPA needs, and an analysis of the available systems, should be the first step in determining how to move forward. The current lack of dedicated staffing also needs to be addressed to ensure an efficient deployment and sustainable operations of the ATMS. It is anticipated that these steps will run concurrently throughout the course of the signal retiming phases (Phase 1 – Phase 4). Except for the signal system inventory, Phase 5 will be separate from the efforts of the signal retiming tasks and will run concurrently.

### 1. Detailed Review of Existing Cabinets:

During the field inventory, the CONSULTANT will pay special attention to the equipment located within the cabinets and verify/update the inventory sheet that has been maintained by the Streets Department as part of the Glance AI deployment. As part of this effort a process will be developed between the Engineering Department and the Streets Department to ensure that changes to the signal equipment are noted and properly inventoried going forward. The CONSULTANT will provide recommendations and additional on-site coordination between the various LPA departments for this step as necessary.

2. Development of Stakeholders and Staff Needs:

As more key stakeholders and end users are involved in the process, a more defined picture of the desired system capabilities will be developed. These conversations will be based upon how the current system is used, those features currently lacking, and those most desired. Depending on the direction chosen by the LPA, these users may include Emergency Services (Fire, Ambulance), Transit, and the MPO. The benefits of an upgraded signal system could provide these agencies with emergency vehicle preemption (EVP), signal control priority (SCP), and real time traffic and data information.

3. Hardware and Technology Review:

The CONSULTANT will perform a literature review of suitable hardware/software options that are deemed to meet the needs of the LPA. This step would include coordination with vendors and manufacturers to determine available products, hardware, software, communication options and cloud-based service options.

4. Migration Plan:

This plan would provide high level guidance for moving from the legacy ARIES system/AI system to the new ATMS system to ensure stability. This would include items critical to the schedule and identify potential challenges and provide solutions.

5. Concept of Operations (CONOPS):

The CONOPS Document would describe the characteristics of the proposed system from the viewpoint of an individual who will utilize the system. This would include daily users or supervisors, with full access, as well as on-demand users, such as administrators with read-only or dashboard access.

6. Staffing Plan:

The Consultant will review available resources for signal system maintenance and operations such as: *The Signal Timing Manual – Second Edition* (NCHRP Report 812) and *The ITE Traffic Engineering Handbook and Traffic Control System Operations: Installation, Management and Maintenance Manual*. The guidance from these documents, as well as the recommendations from the LPA staff, will be utilized to develop a staffing plan to meet the needs of the LPA.

7. Deliverables:

The information detailed within these steps will be compiled and provided as technical memorandums to the LPA.

G. Exclusions:

1. Topographic survey
2. Environmental Services other than those called for in this Agreement
3. Structural Design Services:
  - a. Bridge design
  - b. Noise wall design
  - c. Retaining wall design

- d. Headwall and wingwall design
- 4. Roadway Design Services:
  - a. Abbreviated engineers report
  - b. Engineering assessment
  - c. Preliminary or final roadway design services
  - d. Roundabout design
  - e. Maintenance-of-traffic design and plans
  - f. Pavement design
    - i. Alternate Bid pavement design and plan development
  - g. ADA curb ramp design
  - h. Landscape and/or streetscape design
- 5. Drainage Design Services:
  - a. Hydraulic designs and analysis / Culvert design
  - b. Scour analysis for small structures
  - c. Storm sewer, stormwater quality design, and detention analysis and/or design
  - d. Sanitary sewer or storm sewer lift station design, sanitary sewer plan/profile, water main plan/profile, and submittals to IDEM for sanitary sewer and water main extension
  - e. Floodplain or floodway analysis, modeling, and submittals to IDNR and FEMA
- 6. Geotechnical services
- 7. Right-of-way engineering services
- 8. Right-of-way acquisition services
- 9. Utility Services:
  - a. Utility coordination
  - b. Utility relocation design and plan preparation
  - c. Subsurface Utility Exploration/Location/Engineering
  - d. Determination of location or depth of utilities by means such as vacuum excavation or potholing
- 10. Railroad coordination services
- 11. Permits
  - a. Construction Stormwater General Permit
  - b. City / INDOT permits
  - c. FAA Permit
- 12. Zoning and rezoning or development of standard variance submittals and presentations for public hearings, colored renderings, and exhibits for public hearings
- 13. Contract book preparation and bidding services
- 14. Construction phase services
- 15. Construction inspection



**APPENDIX "B"****INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:**

The LPA shall furnish the CONSULTANT with the following:

1. Provide access and/or an LPA representative to supervise access to traffic signal cabinets and controllers as needed for field inventory, implementation, and fine tuning.
2. Provide access to the signal system central software for viewing, editing, and downloading signal timing databases.
3. Provide authorization to the Signal System VPN, and the ability to access controllers through Econolite's Remote Front Panel tools or the CENTRACS Local Edition (LE) Software.
4. Provide authorization to the CONSULTANT to attach MIOVISION data collection units to traffic equipment to perform turning movement counts, as requested.
5. Provide relevant traffic data as requested, including but not limited to machine counts, turning movement counts and crash data.
6. Provide machine tube counts in excess of the eight (8) to be completed by the CONSULTANT, as required.
7. Provide turning movement count data in excess of the 84 to be completed by the CONSULTANT, as required.
8. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.
9. Legal services with regard to issues pertaining to the Project as the LPA requires or the CONSULTANT reasonably requests.
10. An LPA representative with decision-making authority for inquiries
11. Payment of all permit and review fees required by agencies having jurisdiction over this project data

## **APPENDIX "C"**

### **SCHEDULE:**

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within a mutually agreed upon time period.

**APPENDIX "D"****A. Amount of Payment**

1. The CONSULTANT shall be compensated for services to be performed under this Contract a total fee not to exceed \$424,500 unless approved in writing by the LPA.
2. The CONSULTANT shall be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Contract shall not exceed \$424,500 unless approved in writing by the LPA.

Phase 1 – Signal System Inventory.....	\$59,200
Phase 2 – Data Collection Total.....	\$92,200
Phase 3 – Analysis and Timing Development .....	\$106,600
Phase 4 – Deployment .....	\$123,600
Phase 5 – Preliminary Design Direction Determination.....	\$42,900

**B. Method of Payment**

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the LPA.

The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.1 of this Appendix, percentage completed, and prior payments.

2. The LPA, for and in consideration of the rendering of the engineering services provided for in Appendix “A”, agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
  - a. For completed work, and upon receipt of invoices from the CONSULTANT and the approval thereof by the LPA, payments covering the work performed shall be due and payable to the CONSULTANT.
  - b. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 6, Changes In Work, of the General Provisions set out in this Contract.

**AMERICAN STRUCTUREPOINT, INC.  
MANHOUR JUSTIFICATION**

**PROJECT: City of Bloomington Citywide Traffic Signal Retiming**

**Indiana Department of Transportation, Seymour District**

WORK CLASSIFICATION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	STAFF ENGINEER	Senior Technician	Senior Environmental Specialist	Environmental Specialist	\$424,500.00
									TOTAL
PHASE 1 Project Kick-Off Meeting Environmental Services PCE Applicability Form MPPA Category A Verification Compile Programmatic CE Support Documents/Prepare Supporting Exhibits Field Review Synchro Model PED + Timing Standards Review Document (Memo) Phase 1 Meeting	4	4	4						12
									0
							2	8	10
							1	2	3
							12	36	48
		36		36	36		36		144
		6		2		20			28
		8		8					16
		8		12	12	16			48
<b>PHASE 1 TOTAL HOURS</b>	4	66	66	48	36	36	15	46	317
<b>DIRECT SALARY COST</b>	\$1,014.80	\$15,191.88	\$12,140.70	\$7,449.60	\$3,946.68	\$5,527.08	\$2,977.05	\$6,085.80	\$54,333.59
<b>DIRECT EXPENSE (See Below)</b>									\$4,859.50
<b>PHASE 1 TOTAL COST</b>									\$59,193.09
PHASE 2 Tube Counts (2-way) TMCs Weekday TMCs Weekend Travel Time-Runs (8) Update Synchro Vols Phase 2 Volume Documentation			2		8				10
		4		8		16			28
		0		4		8			12
		32		32	32				96
				8		12			20
		8		16	8		8		40
<b>PHASE 2 TOTAL HOURS</b>	0	44	70	40	44	8	0	0	206
<b>DIRECT SALARY COST</b>	\$0.00	\$10,127.92	\$12,876.50	\$6,208.00	\$4,823.72	\$1,228.24	\$0.00	\$0.00	\$35,264.38
<b>DIRECT EXPENSE (See Below)</b>									\$56,914.50
<b>PHASE 2 TOTAL COST</b>									\$92,178.88
PHASE 3 Before Analysis Develop Basic Controller Timings Timing Development (5) Timing Development "LIGHT" (3) Timing Development (Weekend) Documentation (Memorandum) Phase 3 Meeting Database Development		12	14	14	20				60
		16	16		80				112
		30	30	50	55				165
		10	8	13	16				47
		12	10	15	20				57
		8	8		24				40
		4	4						8
		80				80			160
<b>PHASE 3 TOTAL HOURS</b>	0	172	90	92	215	80	0	0	649
<b>DIRECT SALARY COST</b>	\$0.00	\$39,590.96	\$16,555.50	\$14,278.40	\$23,570.45	\$12,282.40			\$106,277.71
<b>DIRECT EXPENSE (See Below)</b>									\$297.51
<b>PHASE 3 TOTAL COST</b>									\$106,575.22



**AMERICAN STRUCTUREPOINT, INC.  
MANHOOR JUSTIFICATION**

**PROJECT: City of Bloomington Citywide Traffic Signal Retiming**

**Indiana Department of Transportation, Seymour District**

WORK CLASSIFICATION	PRINCIPAL	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	STAFF ENGINEER	Senior Technician	Senior Environmental Specialist	Environmental Specialist	\$424,500.00
									TOTAL
PHASE 4 Timing Implementation Fine Tuning (5) Fine Tuning (3) "Light" Fine Tuning (Weekend) Travel Time-Runs (8) After Analysis Documentation (Final Report) Project Close out Meeting		12	12	12		12			48
		60	40	60		40			200
		16	8	16		8			48
		16	8	16		8			48
		4	4	32					40
	0	28	20	32		80			160
		12	4	24		40			80
	4	4	4						12
<b>PHASE 4 TOTAL HOURS</b>	4	152	100	192	0	188			636
<b>DIRECT SALARY COST</b>	\$1,014.80	\$34,987.36	\$18,395.00	\$29,798.40	\$0.00	\$28,863.64			\$113,059.20
<b>DIRECT EXPENSE (See Below)</b>									\$10,605.35
<b>PHASE 4 TOTAL COST</b>									\$123,664.55
PHASE 5 Existing Hardware/Comms Review + Additional Coordination (Streets/Engr.) Stakeholder/Staff Needs Development Hardware/Technology Review + Migration Plan + CONOPS + Staffing Plan		8	8						16
		8	8						16
		16	16						32
		8	40						48
		8	16						24
		16	24	20					60
	4	8	8						20
<b>PHASE 5 TOTAL HOURS</b>	4	72	120	20	0	0			216
<b>DIRECT SALARY COST</b>	\$1,014.80	\$16,572.96	\$22,074.00	\$3,104.00	\$0.00	\$0.00			\$42,765.76
<b>DIRECT EXPENSE (See Below)</b>									\$122.50
<b>PHASE 5 TOTAL COST</b>									\$42,888.26
<b>TOTAL HOURS</b>	12	506	446	392	295	312	15	46	2,024
<b>BILLING RATE</b>	\$253.70	\$230.18	\$183.95	\$155.20	\$109.63	\$153.53	\$198.47	\$132.30	
<b>DIRECT SALARY COST</b>	\$3,044.40	\$116,471.08	\$82,041.70	\$60,838.40	\$32,340.85	\$47,901.36	\$2,977.05	\$6,085.80	\$351,700.64
<b>DIRECT EXPENSE (See Below)</b>									\$72,799.36
<b>TOTAL FEE</b>									<b>\$424,500.00</b>

Direct Costs	Phase 1	Phase 2	Phase 3	Phase 4 (Imp)	Phase 4 (TTR)	Phase 5	Phase 4 Mtg
Travel (0.49/mile)	\$ 367.50	\$ 122.50	\$ 159.51	\$ 1,274.00	\$ 542.00	\$ 122.50	\$ 73.50
TMC (\$73/hr) *	\$ -	\$ 42,924.00					
TMC Weekend *		\$ 2,920.00					
TMC SWA *		\$ 730.00					
Tube Counts **		\$ 10,080.00					
Lodging	\$ 3,388.00			\$ 4,824.25			
M&IE (\$69/day)	\$ 1,104.00	\$ 138.00	\$ 138.00	\$ 3,339.60	\$ 552.00		
Total	\$ 4,859.50	\$ 56,914.50	\$ 297.51	\$ 9,437.85	\$ 1,094.00	\$ 122.50	\$ 73.50

\* Services to be performed either in part or in whole by Gewalt Hamilton and Associates

^Services to be performed either in part or in whole by Shrewsbury

+Services to be performed either in part or in whole by Illumine Transportation

**Updated January 2023**

To: Prospective Bidders/Vendors/Grant recipients

RE: Affirmative Action, Harassment Policy, Living Wage Ordinance, and Drug Testing Policy

FROM: Audrey Brittingham, Assistant City Attorney/Contract Compliance Officer

**AFFIRMATIVE ACTION:** All bidders, vendors, and grant recipients with the City of Bloomington for projects in excess of \$10,000.00 must submit an affirmative action plan to the City Legal Department. This plan must ensure applicants and employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status and/or housing status.

Even if your company already has a plan on file with the City, you must check with City Legal Department to make sure it complies with the City's current requirements, including having a workforce breakdown form that is no more than six months out of date. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to City Legal **at least twenty-four hours** before the bid, quote, or proposal deadline. If the bid, quote, or proposal deadline falls on a Monday or weekend, then your plan must be submitted by 5:00 p.m. the preceding Friday. You must submit your plan to the Legal Department **separately** from your bid or quote. Twenty-four hours will give legal sufficient time to review your and the other plans. I recommend you submit your affirmative action plan to the Legal Department earlier, if possible, so there will be sufficient time to work out any problems that may be in your plan. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification.

We strongly advise you to confirm that the City Legal Department has received your plan and that it meets our requirements well before the submittal deadline. We will make every effort to work with you to clear up any problems. However, it remains your responsibility to confirm that we have received your plan and that it complies with our requirements. If you fail to confirm that we have received and approved your plan, you risk losing your eligibility to submit a bid or quote. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must ensure all of the required protected classes listed above are included in your plan. In addition to other requirements, your plan **MUST** include a current workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter you will find the following materials:

1. A workforce breakdown form. You **MUST** submit a workforce breakdown form (sometimes called a "utilization report") with your affirmative action plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the same type of information, you may submit a copy of that form instead of using our form. Your workforce

breakdown data cannot be more than six months old. Even if you already have an acceptable affirmative action plan on file with the City, you should submit a new workforce breakdown each time you bid for a city contract, to be sure we have up-to-date figures.

2. An affirmative action plan checklist. We will use this checklist to review your affirmative action plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City's requirements. If your plan omits any elements on the checklist, your plan will not be approved.
3. A sample affirmative action plan that you may amend and adopt as your own.

These documents may be useful if your company has not designed an affirmative action plan before. Feel free to adopt this plan as your own or to amend it to meet your needs.

Additional materials, such as the City of Bloomington's Contract Compliance Regulations, are available from the Legal Department upon request.

**HARASSMENT POLICY:** All bidders and vendors required to submit an affirmative action plan now must also submit a harassment plan. The harassment plan must, at minimum, include a definition of harassment, the name or title of the individual designated to receive and investigate complaints and a statement that the contractor will not retaliate against an employee for complaining about harassment. A model harassment policy is included for your convenience as part of our attached model affirmative action plan, which you may amend and adapt as your own. **Please note that this harassment policy requirement is fairly new, adopted by the Bloomington Common Council in June, 2019.**

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

**If the City determines the successful bidder is a covered employer under the LWO,** Contractor shall execute the Living Wage Ordinance Affidavit; shall abide by the LWO by paying their employees a living wage and providing the City with information requested in the course of enforcing the LWO; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

The attached flow chart provides guidance on whether the contractor is a "covered employer." If you have questions, please contact Audrey Brittingham at [audrey.brittingham@bloomington.in.gov](mailto:audrey.brittingham@bloomington.in.gov), or call 812-349-3426.

**DRUG TEST POLICY:** Finally, please be aware that if you are submitting a bid for a public works project with an estimated cost of \$150,000.00 or more, you will need to submit your company's written drug testing plan with your bid. Your plan must comply with I.C. 4-13-18-1. Failure to do so may make you ineligible to be awarded a bid or contract. Please see your bid packet for more details.

If you have any questions, contact the City's Legal Department at 812.349.3426 or email the City at [legal@bloomington.in.gov](mailto:legal@bloomington.in.gov). The office hours are Monday through Friday, 8-5.

Thank you.

## **Model Affirmative Action Plan and Harassment Policy**

American Structurepoint Inc., declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement this affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively to this equal employment policy.

### **Responsible Officer**

Mr. or Ms. Ben Braun (or the \_\_\_\_\_ officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

### **Publication of Policy**

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notices of our policy in paycheck envelopes, and/or
- training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- notifying employment agencies about our commitment, and
- sending notice of our policy to unions.

### **Implementing Our Policy**

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall ask only job-related questions on our employment applications.

We shall keep affirmative action information on each applicant who voluntarily provides this information, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status.



## GRIEVANCE PROCEDURE

If an employee or applicant feels she or he has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status, she or he may bring the complaint to her or his immediate supervisor. If the complaint is not resolved readily at that level, she or he may submit it to \_\_\_\_\_ Ben Braun \_\_\_\_\_ (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude him or her from complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

**Our current workforce breakdown is shown on the attached form.**

### Policy prohibiting harassment in the workplace

It is the policy of \_\_\_\_\_ American Structurepoint Inc. \_\_\_\_\_ (company name) to maintain a workplace free of harassment on the basis of race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status. Harassment, as defined herein, is strictly prohibited in the workplace, and is punishable by appropriate discipline up to and including termination.

Harassment means any unwelcome or offensive conduct, whether written, verbal or physical, which is

- (a) directed at or to an employee because of his or her actual or perceived race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status or
- (b) directed toward any person concerning an individual, or a class of individuals, because of the race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status of the individual or class of individuals. For example, racial or ethnic slurs or derogatory epithets are prohibited in the workplace, regardless of whether a member of the racial or ethnic group is present when the statement is made.

Harassment does not refer to occasional compliments or other statements of a socially acceptable nature. Harassment refers to behavior which is unwelcome and which is offensive and/or persistent enough to create, or has the potential of creating an intimidating, hostile or offensive working environment for any employee. Harassment includes unwelcome sexual advances or requests for sexual favors, unwelcome touching of a sexual nature and unwelcome and/or offensive sexual comments.

1. This policy applies to all full-time, part-time, permanent and temporary employees, including supervisors and department heads, as well as to volunteers.
2. It is a violation of this policy to use an individual's submission to or rejection of harassing conduct as the basis for any employment decision affecting the individual.
3. An employee who believes she, he or they have been subjected to harassment as defined in this policy shall promptly report the harassment to her, his or their supervisor and/or the director of human resources or designee. \_\_\_\_\_ American Structurepoint Inc. \_\_\_\_\_ (company name) will make reasonable efforts to insure that a human resources representative of each sex is available to receive such complaints. The human resources department shall conduct a thorough and prompt investigation and, if appropriate, take disciplinary action against any offender, including but not limited to discharge. Staff will keep the complaint as confidential as reasonably possible. No one will be retaliated against for filing a harassment complaint.

4. All supervisory personnel who observe or otherwise learn of or have reason to suspect any conduct which may violate this policy shall promptly report such facts to the director of human resources or designee, and shall cooperate fully in any investigation or disciplinary action undertaken pursuant to this policy. Failure to comply with this section shall be grounds for appropriate disciplinary action, up to and including termination.
  
5.     American Structurepoint Inc.     (company name) will provide regular training to employees and supervisors on the subject of harassment in the workplace. We will include information about this policy in our orientation and in our personnel policy. A copy of this policy will be posted on a prominent bulletin board. We take this matter seriously and will do all that is reasonably necessary to maintain a harassment-free workplace for our employees.



\_\_\_\_\_  
Signature

    10/6/2023    

\_\_\_\_\_  
Date

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**AFFIRMATIVE ACTION PLAN AND HARASSMENT POLICY CHECKLIST**

Company Name: American Structurepoint Inc.

Effective Date: 10/5/2023

NOTE: This is **not** an Affirmative Action Plan

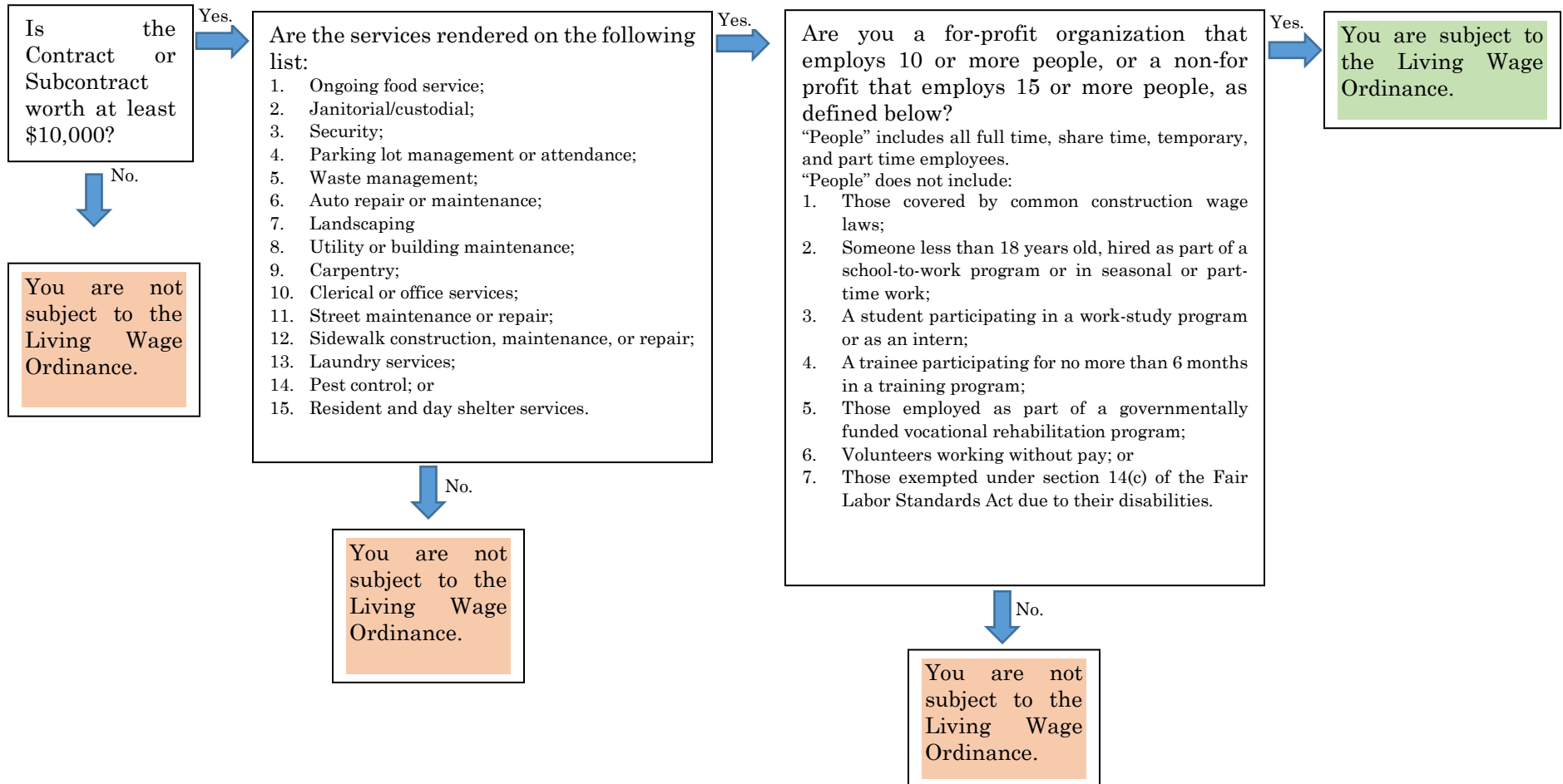
<b>Contractor: Plan MUST Include:</b>		<b>Yes</b>	<b>No</b>	<b>Comments:</b>
Policy statement of equal employment opportunity		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Covers:</b>	Applicants for employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>On basis of:</b>	Race	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Religion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Color	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Sex	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	National Origin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Ancestry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Sexual Orientation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Gender Identity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Veteran Status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Housing Status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Designates a person responsible for implementation of the Plan</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Provides for communication of the policy:</b>				
	Within the Organization	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Outside the Organization (e.g., recruitment sources, unions)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Provision for: Recruitment from minority groups</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Provision for: Equal access to training programs</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Grievance Procedure</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Prohibits retaliation for filing grievances</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Workforce Breakdown (figures up to date within 6 months)</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>HARASSMENT POLICY CHECKLIST</b>				
<b>Definition of harassment</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Designates a person to receive and Investigate harassment complaints</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Prohibits retaliation for filing a harassment complaint</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	

The City of Bloomington (CoB) Living Wage Ordinance (LWO) applies to three groups of employers:

- 1) The CoB;
- 2) Companies that provide services to the CoB through contracts or subcontracts; or
- 3) Organizations that receive CoB subsidies or grants.

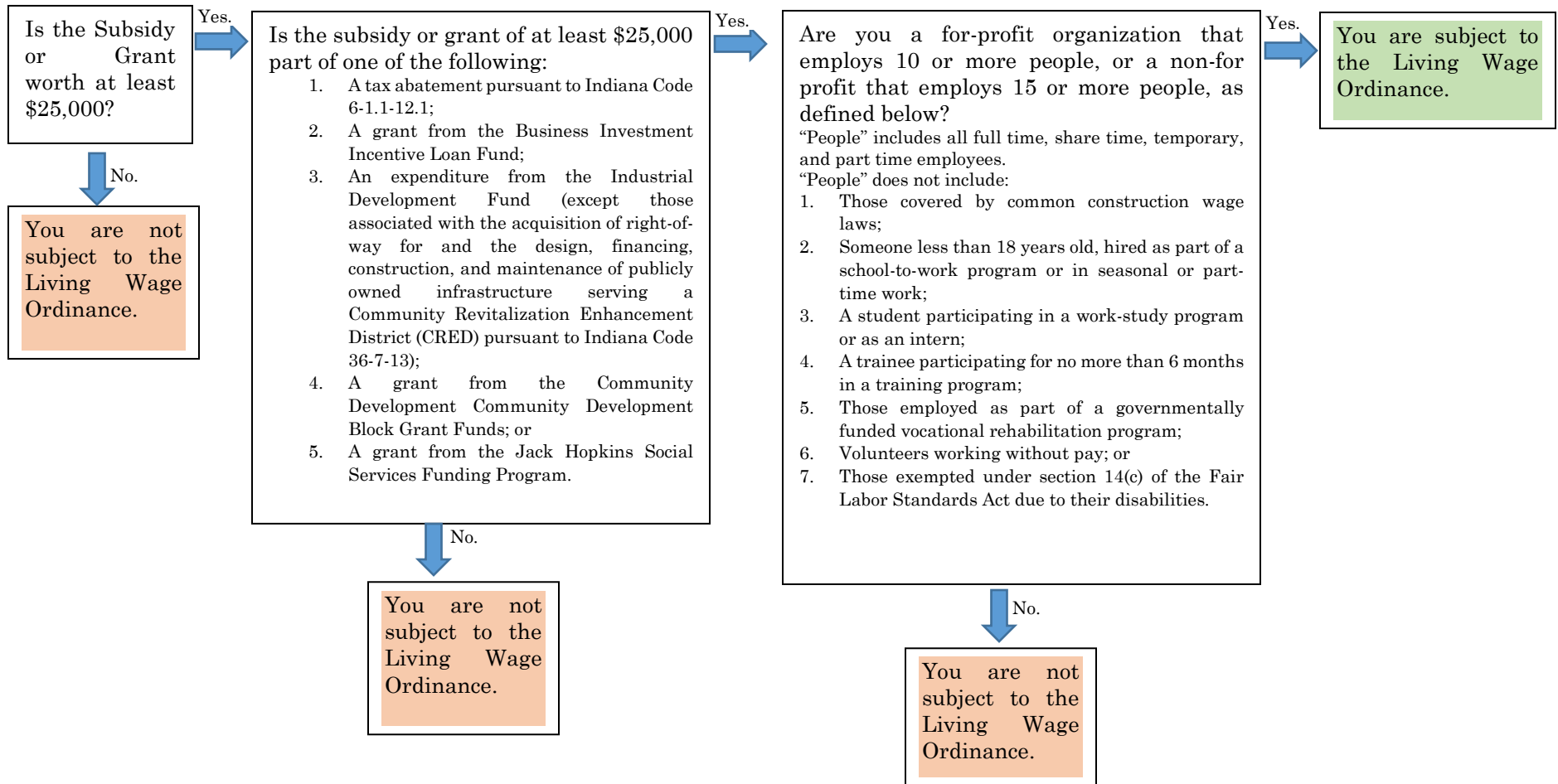
As an employer under categories 2 or 3, you may or may not be subject to the LWO. To find out, follow the applicable flow chart, below, or contact the City Legal Department.

### Companies that Provide Services to the CoB through Contracts or Subcontracts (“Agreement”)





Companies or Organizations that Receive CoB Subsidies or Grants





# Board of Public Works

## Staff Report

**Project/Event:** Approve Memorandum of Understanding between the City of Bloomington Utilities and the City of Bloomington Engineering Department for Payment of Construction Fees Related to the Morningside Neighborhood Greenway Project

**Petitioner/Representative:** Engineering Department

**Staff Representative:** Neil Kopper, Senior Project Engineer

**Date:** 10/24/2023

**Report:** This project will construct improvements to the E Morningside Drive neighborhood greenway as prioritized by the City’s Transportation Plan. In coordination with the project, the City of Bloomington Utilities Department (CBU) is interested in installing green infrastructure stormwater treatments. This MOU outlines the commitment by CBU to pay for the portion of the project that is associated with the installation of this green infrastructure. Total green infrastructure costs are estimated at \$30,000. Construction will occur in 2024.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
<b>Funding Approval – CBU MOU</b>	<b>Current Item</b>	<b>10/24/2023</b>
Design Services Contract*	Approved	12/20/2022
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	Est. 12/2023

\*Original Design Contract approved 12/8/2020

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF BLOOMINGTON UTILITIES  
AND THE CITY OF BLOOMINGTON ENGINEERING DEPARTMENT  
FOR PAYMENT OF CONSTRUCTION FEES RELATED TO THE  
Morningside Neighborhood Greenway Project**

**WHEREAS**, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established an Engineering Department (“Engineering”) which acts by and through the City’s Board of Public Works (“BPW”), and, pursuant to statutory authority set out in Indiana Code Section 36-9-23-3, has established the City of Bloomington Utilities Department (“CBU”) which acts by and through its Utilities Service Board (“USB”); and,

**WHEREAS**, Engineering is engaged in the design of neighborhood greenway improvements along the East Morningside Drive corridor between North Smith Road and East 3<sup>rd</sup> Street within the incorporated limits of the City (“Project”); and,

**WHEREAS**, the BPW has entered into an agreement with Eagle Ridge Civil Engineering Services, LLC (“Consultant”) to complete the engineering design for the Project; and

**WHEREAS**, the Project includes the design and construction of green infrastructure storm improvements (i.e., rain gardens) instead of the typical “grey infrastructure” storm components, adding an estimated \$30,000.00 to the construction cost; and

**WHEREAS**, CBU intends to be responsible for the cost of all green infrastructure related construction costs associated with the Project.


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

1. Green Infrastructure Rain Garden Construction: CBU shall be responsible for 100% of the costs associated with the construction of the Project’s green infrastructure in an amount estimated not to exceed \$30,000.00.
2. Access to Land: CBU shall work with BPW and Consultant to secure legal authority to enter upon public and private lands as required for the Consultant, agents, independent contractors and the like to perform the services necessary to install the agreed upon green infrastructure so designed by Consultant and approved by CBU.
3. Coordination with Consultant: CBU shall provide access, at no expense to the Consultant, to USB board members, and/or CBU staff, and to all available CBU information pertinent to the Project and the use of such information as appropriate and necessary to perform all design aspects and installation of the green infrastructure associated with the Project.
4. Construction Drawings and Calculations: The BPW, through the Engineering Department, shall provide copies of all construction drawings and calculations related to the green infrastructure improvements associated with the Project from the Consultant to CBU.

5. Bid Documents: The BPW, through the Engineering Department, shall provide the bid documents and line item descriptions related to green infrastructure items to CBU for review prior to putting the project out for bid. The BPW shall also inform CBU of the amount included by the successful bidder ("Contractor") which is attributable to the cost of green infrastructure installation.
6. Coordination with Contractor: CBU staff shall be available to answer questions from the Contractor related to the green infrastructure installation. CBU staff shall be available to perform green infrastructure inspections as necessary to ensure proper installation.
7. Payment Process: The Contractor shall submit its construction invoices to Engineering. Engineering shall promptly forward any and all invoices that include costs associated with CBU's portion of the Project to CBU. CBU shall verify invoice accuracy and process payment directly to the Contractor.

**IN WITNESS WHEREOF**, the parties hereto have executed this *Memorandum of Understanding* which shall become effective as of the date last entered below.

**CITY OF BLOOMINGTON  
UTILITIES SERVICE BOARD**

 10.09.23  
Amanda Burnham, Date  
President

Attest:

 Oct 10, 2023  
Vic Kelson, Date  
Director

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Kyla Cox Deckard, Date  
President

\_\_\_\_\_  
Elizabeth Karon, Date  
Vice President

\_\_\_\_\_  
Jane Kupersmith, Date  
Secretary



## Board of Public Works Staff Report

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**Project/Event:** Strauser Construction Co. Temporary Street, Sidewalk & Alley Closures

**Staff Representative:** Driss Tahir

**Petitioner/Representative:** Ryan Strauser

**Date:** October 16<sup>th</sup>, 2023

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**Report:** Strauser Construction is requesting 1 lane, sidewalk and bike lane closure for a new building project located at 416 E. Cottage Grove Ave, for 10 days to install new utilities and replace existing sidewalks/curbs. From December 12<sup>th</sup>, 2023 through January 5<sup>th</sup>, 2023. Additionally, due to the tight constraints of the site, Strauser will need to close sections of the east and south alleys adjacent the site to construct the building. The dates proposed will be from October 25<sup>th</sup>, /2023 through July 15<sup>th</sup>, 2023.



October 10, 2023

**City of Bloomington - Board of Public Works**

401 N. Morton Street  
Bloomington, IN 47404

**RE: 416 E. Cottage Grove Apartments**  
**416 E. Cottage Grove Ave.**  
**Bloomington, Indiana**  
*Temporary Street, Sidewalk & Alley Closures*

Dear Board Members:

Strauser Construction Co., Inc. is the construction manager for a new building project located at 416 E. Cottage Grove. As part of the project Strauser will need to shut down a segment of Cottage Grove Ave. per the MOT plan to install new utilities and replace existing sidewalks/curbs. Additionally, due to the tight constraints of the site Strauser will need to close sections of the east and south alleys adjacent the site to construct the building.

As part of the project, Strauser Construction Co., Inc. is requesting the use of the right of way for these improvements for the following dates:

Street & Sidewalk Closure = 12/15/23 – 1/5/24  
Alley Closures = 10/25/23 – 7/15/24

During the course of this project Strauser Construction Co., Inc. will work with the City of Bloomington and City of Bloomington Engineering to minimize disruptions caused by the project. Based on the attached information, Strauser Construction Co., Inc. request that the Board of Public Works approves the use of the right of way during the time periods stated above.

Sincerely,

*Ryan M. Strauser*

**Ryan M. Strauser**  
RA, AIA, LEED AP

**Strauser Construction Co., Inc.**  
453 S. Clarizz Blvd.  
Bloomington, IN 47401



# CITY OF BLOOMINGTON

## RIGHT-OF-WAY USE PERMIT APPLICATION

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

Phone: (812) 349-3423  
Fax: (812) 349-3520  
Email: [planning@bloomington.in.gov](mailto:planning@bloomington.in.gov)

ROW EXCAVATION  ROW USE

ADDRESS OF ROW ACTIVITY: 416 E Cottage Grove Avenue

<p><b>A. APPLICANT/AGENT INFORMATION:</b></p> <p>APPLICANT NAME: <u>Strauser Construction Co., Inc.</u></p> <p>E-MAIL: <u>rmstrauser@strausercci.com</u></p> <p>COMPANY: <u>Strauser Construction Co., Inc.</u></p> <p>ADDRESS: <u>453 S Clarizz Blvd</u></p> <p>CITY, STATE, ZIP: <u>Bloomington IN 47401</u></p> <p>24-HR EMERGENCY CONTACT NAME: <u>Ryan Strauser</u></p> <p>24-HR CONTACT PHONE #: <u>812-360-1503</u></p> <p>INSURANCE #*: _____ COMPANY: <u>Hylant</u></p> <p>BOND #*: _____ COMPANY: <u>Hylant</u></p> <p><small>* INSURANCE &amp; BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small></p> <p style="text-align: center;"><b>**SUBCONTRACTOR INFORMATION**</b></p> <p style="text-align: center;"><b>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</b></p> <p>COMPANY NAME: <u>Jon Sciscoe Excavating</u></p>	<p><b>D. TRAFFIC CONTROL DEVICES*:</b></p> <p><input checked="" type="checkbox"/> CONES <span style="float: right;"><input type="checkbox"/> ARROWBOARD</span></p> <p><input type="checkbox"/> LIGHTED BARRELS <span style="float: right;"><input checked="" type="checkbox"/> TYPE 3 BARRICADES</span></p> <p><input type="checkbox"/> FLAGGERS <span style="float: right;"><input type="checkbox"/> BPD OFFICER</span></p> <p><small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small></p> <p><b>E. METERED PARKING SPACES NEEDED:</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N</p> <p><small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small></p>
<p><b>B. WORK DESCRIPTION:</b></p> <p><input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE*</p> <p>(EXPLAIN): _____</p> <p><small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small></p>	<p><b>F. IS THIS A</b> <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* <b>PROJECT?</b></p> <p>PROJECT NAME: _____</p> <p>PROJECT #: _____</p> <p>PROJECT MGR.: _____</p> <p><small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small></p>
<p><b>C. RIGHT OF WAY TO BE USED/CLOSED:</b></p> <p>STREET NAME 1: <u>E Cottage Grove Ave</u></p> <p>1ST INTERSECTING STREET NAME: <u>N Grant St</u></p> <p>2ND INTERSECTING STREET NAME: <u>N Dunn St</u></p> <p><input type="checkbox"/> ROAD CLOSURE <input checked="" type="checkbox"/> LANE CLOSURE 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/></p> <p><input checked="" type="checkbox"/> SIDEWALK* <input checked="" type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small></p> <p>START DATE: <u>12/15/23</u> END DATE: <u>1/5/24</u> # OF DAYS*: <u>10</u></p> <p>STREET NAME 2: <u>East &amp; South Alleys adjacent project site</u></p> <p>1ST INTERSECTING STREET NAME: _____</p> <p>2ND INTERSECTING STREET NAME: _____</p> <p><input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/></p> <p><input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input checked="" type="checkbox"/> OTHER</p> <p>TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small></p> <p>START DATE: <u>10/25/23</u> END DATE: <u>7/15/24</u> # OF DAYS*: _____</p> <p><small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small></p>	<p><b>G. EXCAVATIONS:</b> <u>Replacing 460 SF of asphalt</u></p> <p>SQ FT OF PAVEMENT* EXCAVATION: <u>for utility installations</u></p> <p><small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small></p> <p>SQ FT OF NON-PAVEMENT* EXCAVATIONS: _____</p> <p><small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small></p> <p>LINEAL FT OF BORE*: _____</p> <p><small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small></p> <p># OF POLE INSTALLATIONS/REMOVAL: _____</p> <p>SQ FT OF SIDEWALK RECONSTRUCTION*: <u>300 SF sidewalk</u></p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small></p> <p>SQ FT OF SIDEWALK NEW CONSTRUCTION*: _____</p> <p><small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small></p> <p>#RESIDENTIAL DRIVEWAY INSTALLATION: _____</p>
<p><b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b></p> <p>STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/></p> <p>REQUESTED CLOSURE HOURS: _____ AM - _____ PM</p> <p><small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small></p>	<p><b>H. INDEMNIFICATION AGREEMENT:</b></p> <p><small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small></p> <p>I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.</p> <p>PRINT NAME: <u>Ryan M. Strauser</u></p> <p>SIGNATURE: <u>Ryan M. Strauser</u></p> <p>DATE: <u>10/13/2023</u></p>



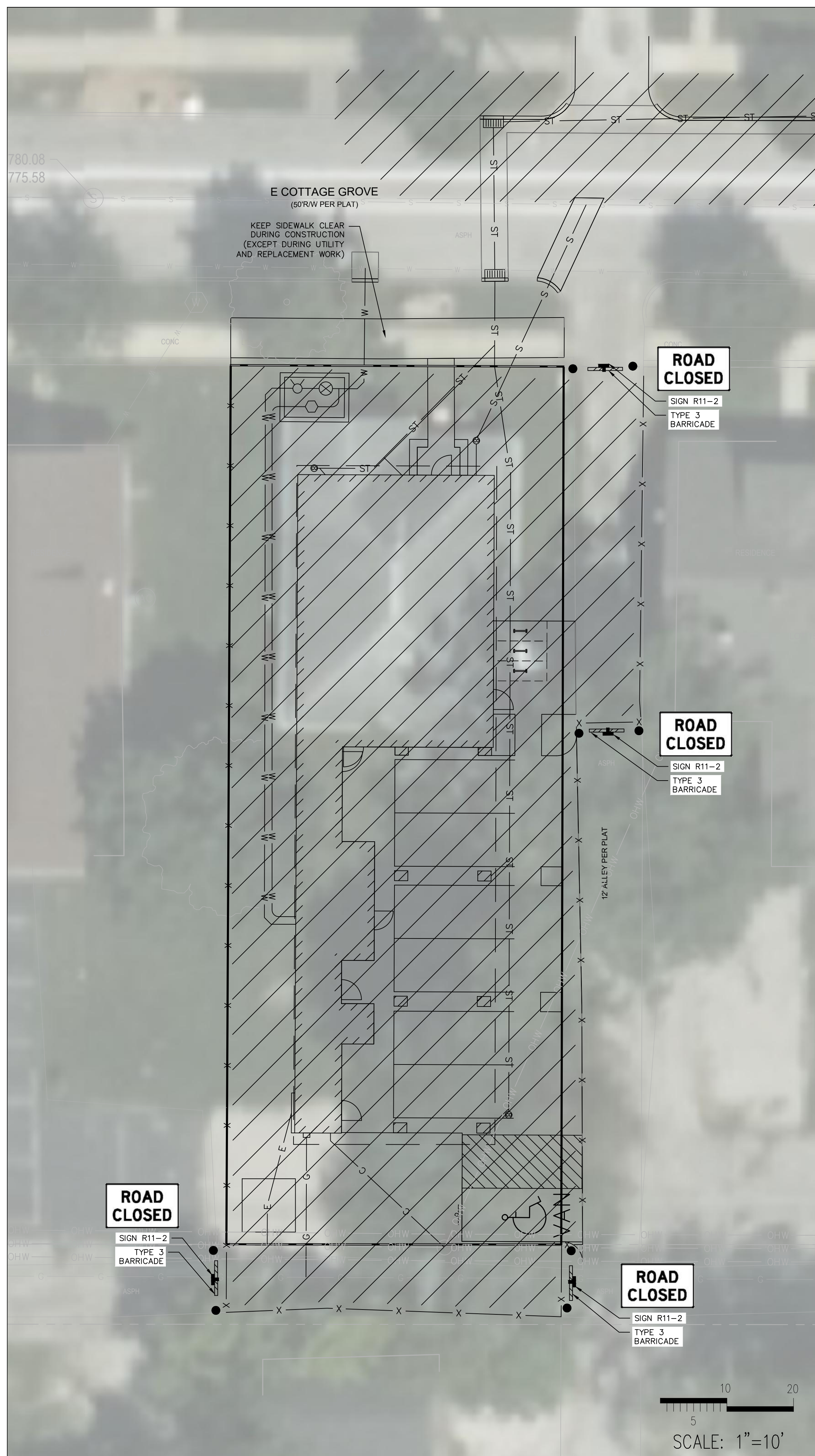
TO SUBMIT A LOCATE REQUEST 24 HRS A DAY,  
7 DAYS A WEEK  
CALL 811 OR 800-382-5544  
CALL 2 WORKING DAYS BEFORE YOU DIG.  
IT'S THE LAW.

For Administration Use Only (applicable to CLOSURE approval)

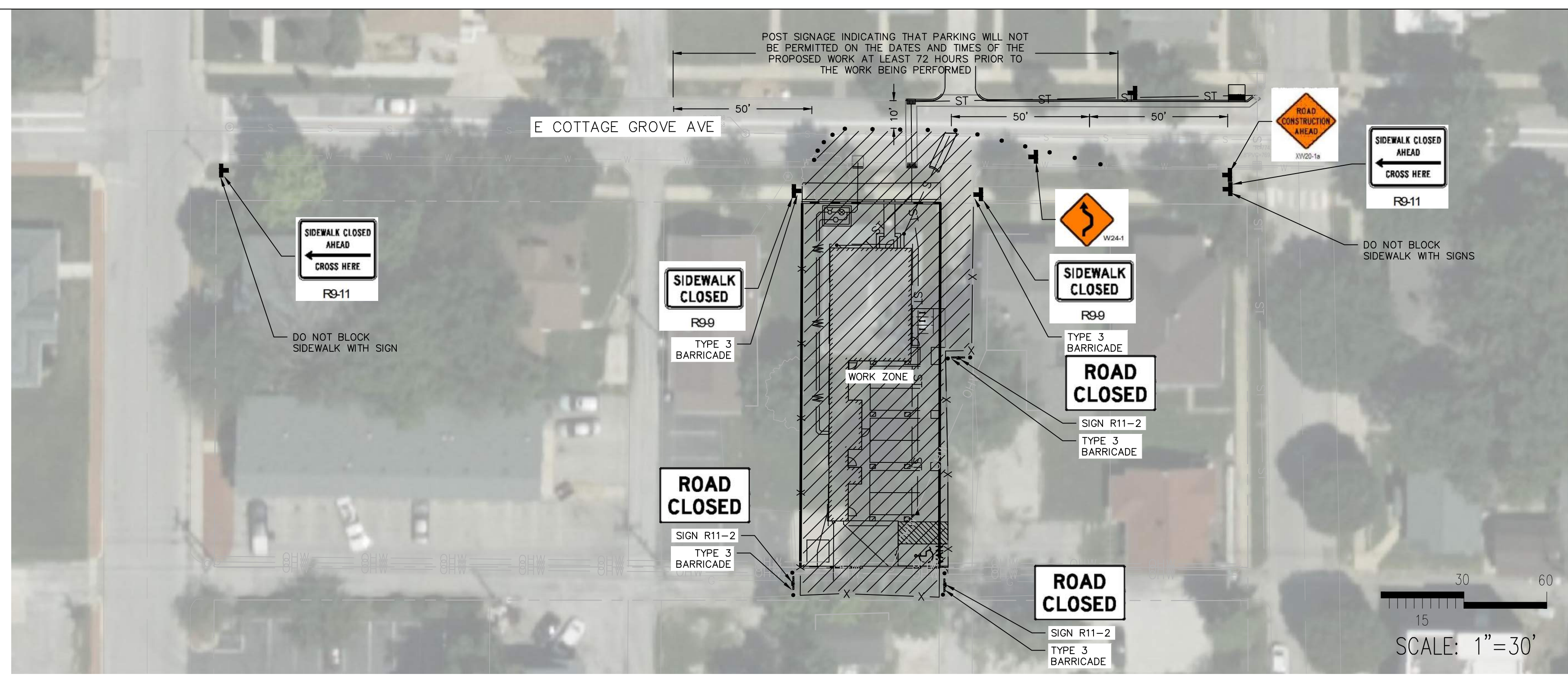
Approved By: \_\_\_\_\_  BPW  City Engineer  Director Date: \_\_\_\_\_

Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date: \_\_\_\_\_



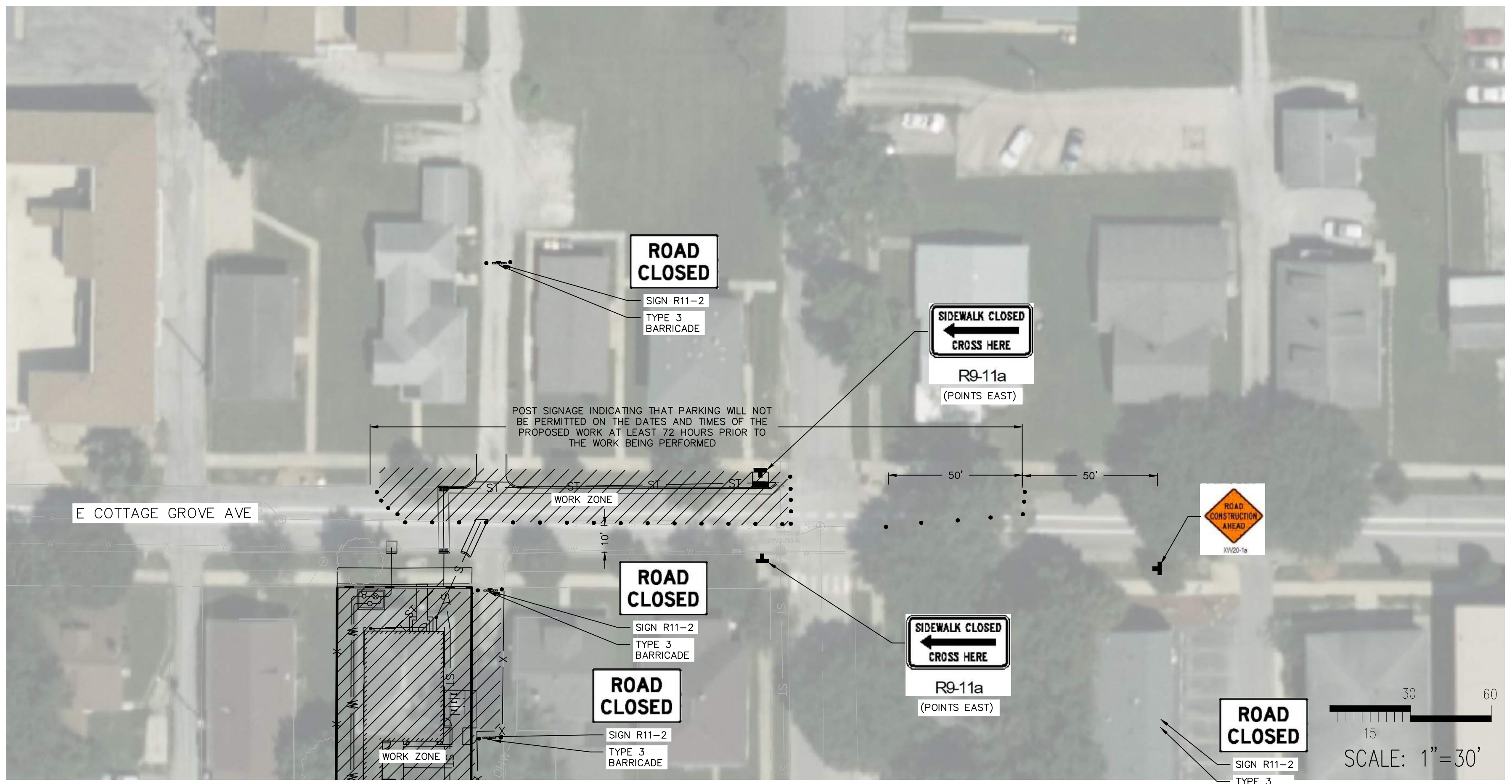


**MAINTENANCE OF TRAFFIC PLAN DURING ALL CONSTRUCTION ACTIVITY EXCEPT WORK WITHIN E COTTAGE GROVE AVE RIGHT OF WAY**



**MAINTENANCE OF TRAFFIC PLAN DURING SIDEWALK RECONSTRUCTION AND UTILITY WORK IN SOUTH PORTION OF ROADWAY**

NOTE: THE AMOUNT OF TIME OF THIS CLOSURE SHOULD BE MINIMIZED AS MUCH AS POSSIBLE



**MAINTENANCE OF TRAFFIC PLAN DURING UTILITY WORK IN NORTH PORTION OF ROADWAY**

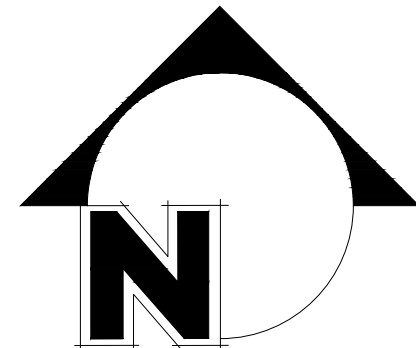
NOTE: THE AMOUNT OF TIME OF THIS CLOSURE SHOULD BE MINIMIZED AS MUCH AS POSSIBLE

**MAINTENANCE OF TRAFFIC LEGEND**

- CHANNELIZING DEVICE (DRUM)
- X— CONSTRUCTION FENCE

**MAINTENANCE OF TRAFFIC NOTES**

1. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF TRAFFIC. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE LATEST REVISION OF THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND SHALL MEET CITY OF BLOOMINGTON MUNICIPAL CODE.
2. PRIOR TO THE START OF CONSTRUCTION CONTRACTOR SHALL COORDINATE ON-SITE MEETING WITH CITY OF BLOOMINGTON PLANNING AND TRANSPORTATION AND PUBLIC WORKS TO REVIEW WORK IN THE PUBLIC RIGHT-OF-WAY AND IMPLEMENTATION OF THE TRAFFIC CONTROL PLAN AND SIDEWALK CLOSURE.
3. AFTER WORKING HOURS, ROADWAY MAY BE RESTORED TO TRAFFIC WITH PLATES OR ANOTHER METHOD APPROVED BY CITY OF BLOOMINGTON ENGINEERING.
4. ENSURE NEIGHBORS MAINTAIN ALLEY ACCESS TO PARKING AREAS DURING CONSTRUCTION. CLOSE CONTRACTOR COORDINATION WITH NEIGHBORING PROPERTY OWNERS IS NECESSARY TO ENSURE ACCESS IS MAINTAINED AND ANY OTHER NEIGHBOR CONCERNS ARE ADDRESSED.



**SMITH DESIGN GROUP**  
CIVIL ENGINEERING LAND SURVEYING  
2705 E. BLOOMINGTON BLVD. SUITE 400  
BLOOMINGTON, IN 47401  
(812) 336-6536 • smithdesign.com

REGISTERED PROFESSIONAL ENGINEER  
INDIANA  
PE12000253  
CHARLES ANDERSON  
*Charles Anderson*

07/11/2022

**416 E COTTAGE GROVE APARTMENTS**  
BLOOMINGTON, INDIANA

REVISIONS	BY	DATE

DESIGNED	DRAWN	CHECKED	DATE
KCK	KCK	KCK	

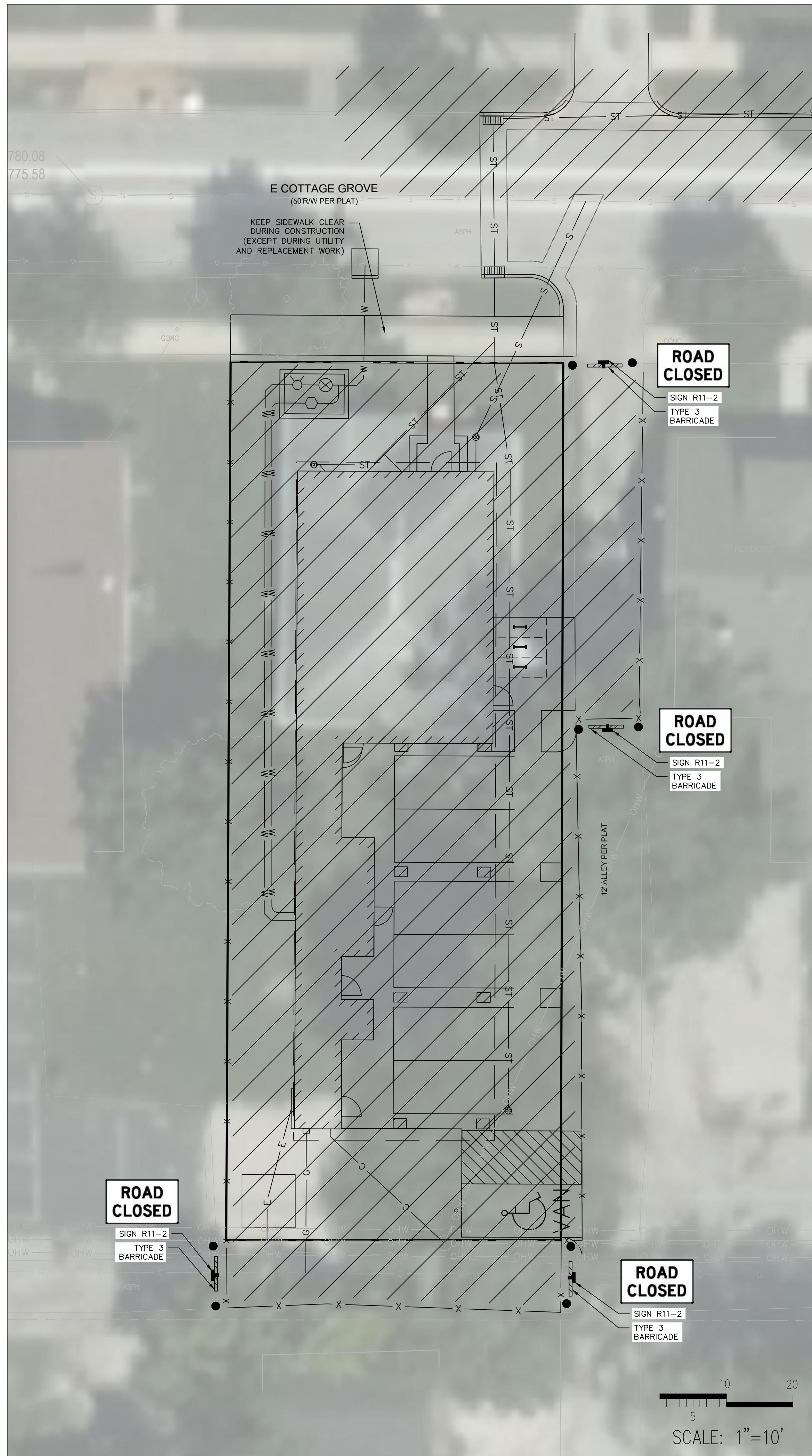
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**6390**

SHEET  
**C600**

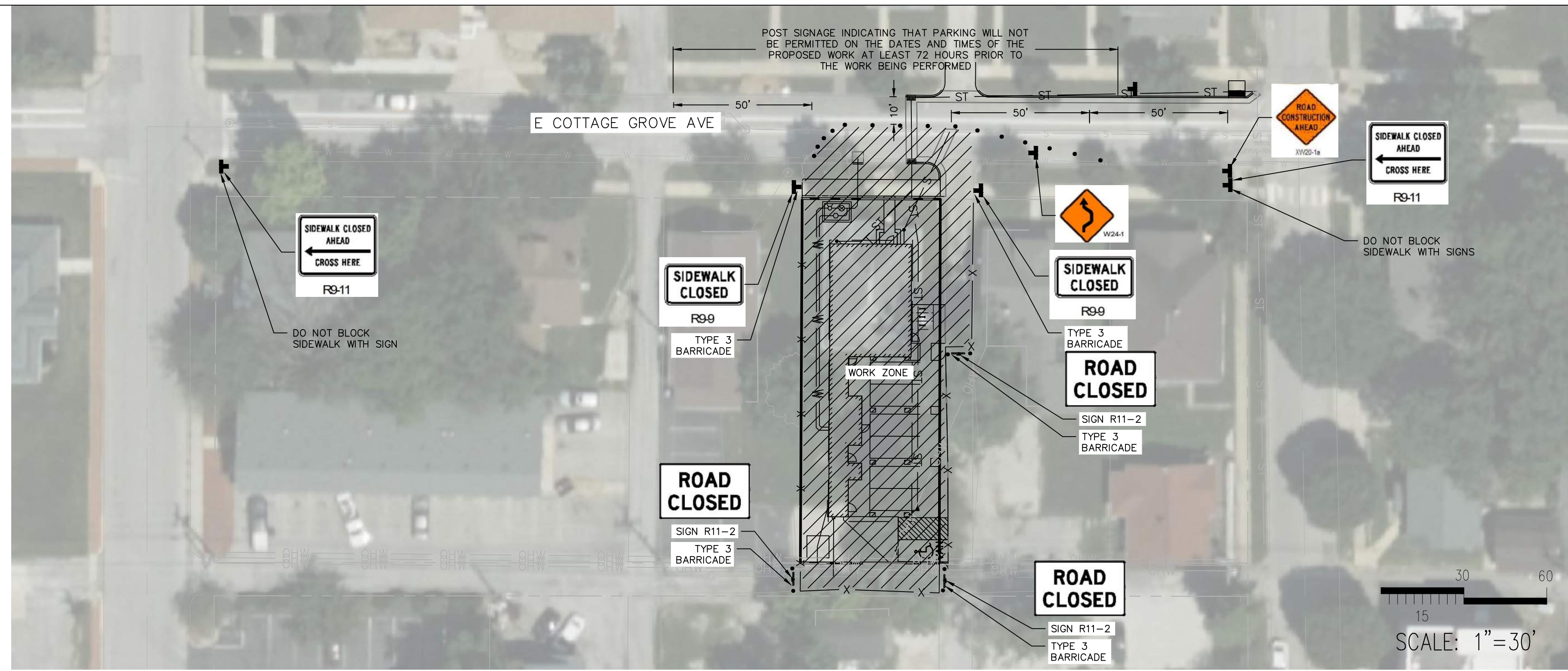
DATE  
06/19/2023

MAINTENANCE OF TRAFFIC PLANS



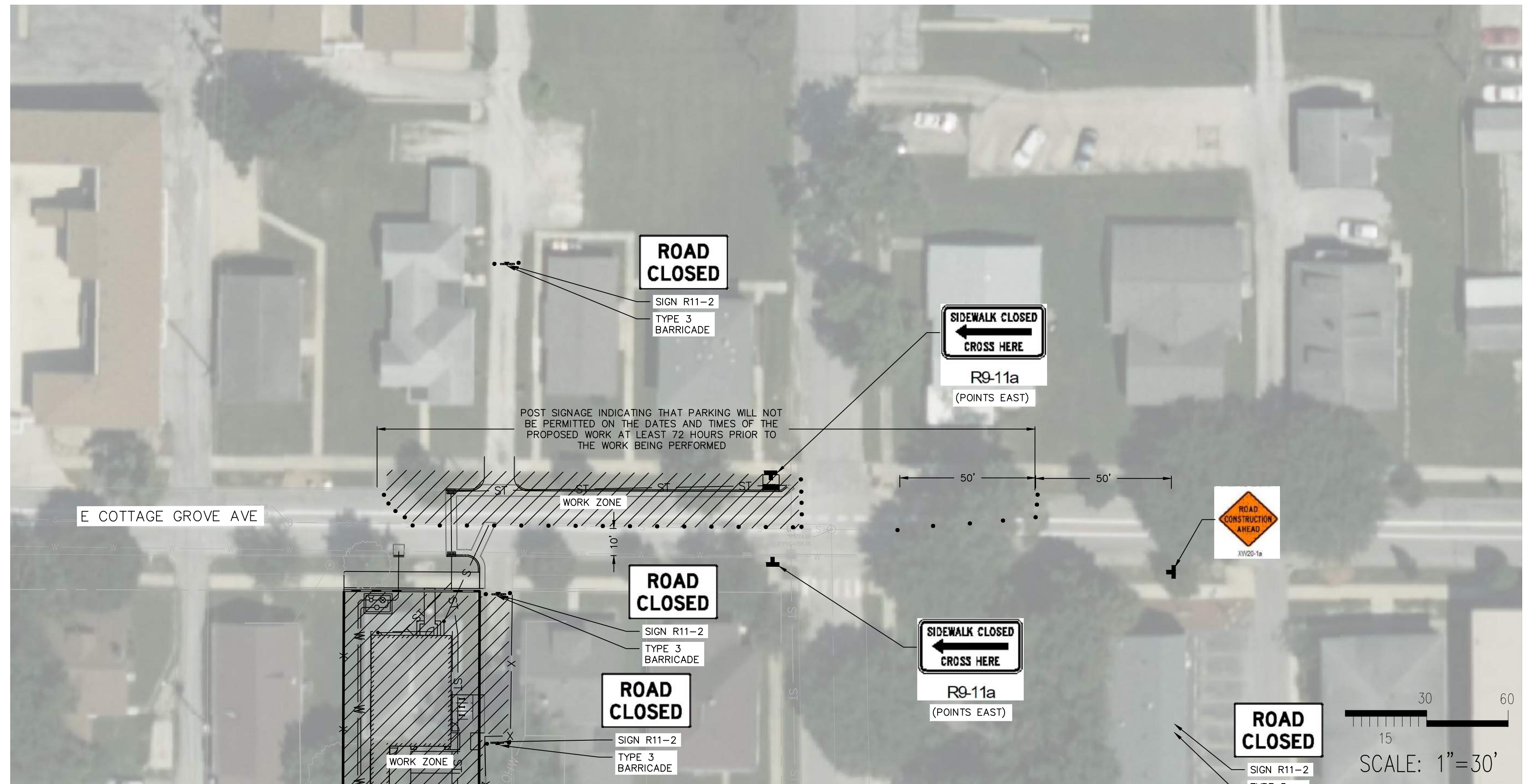


**MAINTENANCE OF TRAFFIC PLAN DURING ALL CONSTRUCTION ACTIVITY EXCEPT WORK WITHIN E COTTAGE GROVE AVE RIGHT OF WAY**



**MAINTENANCE OF TRAFFIC PLAN DURING SIDEWALK RECONSTRUCTION AND UTILITY WORK IN SOUTH PORTION OF ROADWAY**

NOTE: THE AMOUNT OF TIME OF THIS CLOSURE SHOULD BE MINIMIZED AS MUCH AS POSSIBLE



**MAINTENANCE OF TRAFFIC PLAN DURING UTILITY WORK IN NORTH PORTION OF ROADWAY**

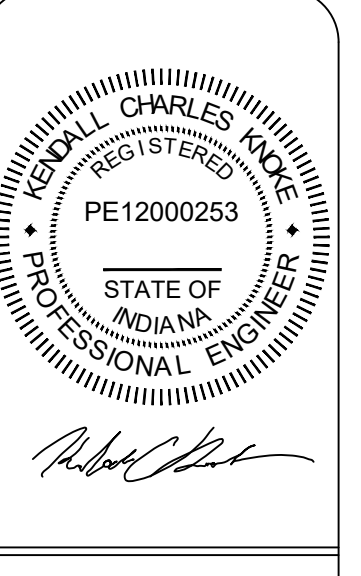
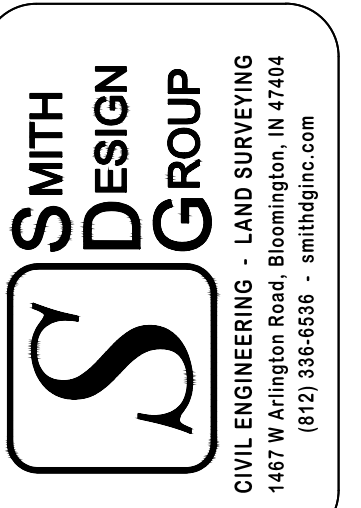
NOTE: THE AMOUNT OF TIME OF THIS CLOSURE SHOULD BE MINIMIZED AS MUCH AS POSSIBLE

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- CHANNELIZING DEVICE (DRUM)
- X— CONSTRUCTION FENCE

**MAINTENANCE OF TRAFFIC NOTES**

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2. PRIOR TO THE START OF CONSTRUCTION CONTRACTOR SHALL COORDINATE ON-SITE MEETING WITH CITY OF BLOOMINGTON PLANNING AND TRANSPORTATION AND PUBLIC WORKS TO REVIEW WORK IN THE PUBLIC RIGHT-OF-WAY AND IMPLEMENTATION OF THE TRAFFIC CONTROL PLAN AND SIDEWALK CLOSURE.
3. AFTER WORKING HOURS, ROADWAY MAY BE RESTORED TO TRAFFIC WITH PLATES OR ANOTHER METHOD APPROVED BY CITY OF BLOOMINGTON ENGINEERING.
4. ENSURE NEIGHBORS MAINTAIN ALLEY ACCESS TO PARKING AREAS DURING CONSTRUCTION. CLOSE CONTRACTOR COORDINATION WITH NEIGHBORING PROPERTY OWNERS IS NECESSARY TO ENSURE ACCESS IS MAINTAINED AND ANY OTHER NEIGHBOR CONCERNS ARE ADDRESSED.



08/18/2023

**416 E COTTAGE GROVE APARTMENTS**  
BLOOMINGTON, INDIANA  
CONFORMED SET FOR CONSTRUCTION

REVISIONS	BY	DATE

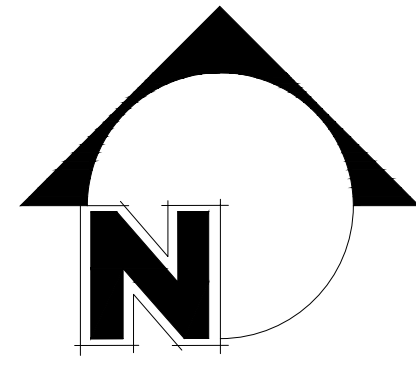
DESIGNED	DRAWN	CHECKED	DATE
KCK	KCK	KCK	

JOB NUMBER  
**6390**

SHEET  
**C600**

DATE  
08/18/2023

MAINTENANCE OF TRAFFIC PLANS







## Board of Public Works Staff Report

---

**Project/Event:** Temporary Sidewalk Closure on E 17<sup>th</sup> and N Indiana Ave.

**Staff Representative:** Driss Tahir

**Petitioner/Representative:** Ryan M. Strauser

**Date:** October 24th, 2023

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**Report:** Strauser Construction is requesting the use of Right-of-way for the IU Credit Union on a project at their 17th Street Branch that includes demolition of the existing drive-thru building, relocation of ATM and site restoration. As part of the project an existing asphalt drive will be removed and the project will involve some sidewalk re-construction along both 17th Street and N. Indiana Avenue. The work is expected to take 5 days in total and will be between October 30<sup>th</sup> 2023 and November 3<sup>rd</sup> 2023.



October 10, 2023

**City of Bloomington - Board of Public Works**

401 N. Morton Street  
Bloomington, IN 47404

**RE: IU Credit Union – 17<sup>th</sup> Street Branch**  
**Drive-Thru Demolition**  
**510 E. 17<sup>th</sup> Street**  
**Bloomington, Indiana**  
*Temporary Sidewalk Closures*

Dear Board Members:

Strauser Construction Co., Inc. is the construction manager for the IU Credit Union on a project at their 17<sup>th</sup> Street Branch that includes demolition of the existing drive-thru building, relocation of ATM and site restoration. As part of the project an existing asphalt drive will be removed and the project will involve some sidewalk re-construction along both 17<sup>th</sup> Street and N. Indiana Avenue.

As part of the project, Strauser Construction Co., Inc. is requesting the use of the right of way for installation of the sidewalk/curb improvements at both locations. We would plan to only shutdown one area of sidewalk at a time and anticipate each area to last 5 days or less.

Currently the schedule for the project is to complete this work in late October 30<sup>th</sup> – November 17<sup>th</sup> once all permitting is complete.

During the course of this project Strauser Construction Co., Inc. will work with the City of Bloomington and City of Bloomington Engineering to minimize disruptions caused by the project. Based on the attached information, Strauser Construction Co., Inc. request that the Board of Public Works approves the use of the right of way during the time periods stated above.

Sincerely,

**Ryan M. Strauser**  
RA, AIA, LEED AP

**Strauser Construction Co., Inc.**  
453 S. Clarizz Blvd.  
Bloomington, IN 47401



# 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: 510 E. 17th Street, Bloomington, IN

<b>A. APPLICANT/AGENT INFORMATION:</b> APPLICANT NAME: <u>Strauser Construction Co., Inc.</u> E-MAIL: <u>rmstrauser@strausercci.com</u> COMPANY: <u>Strauser Construction Co., Inc.</u> ADDRESS: <u>453 S. Clarizz Blvd.</u> CITY, STATE, ZIP: <u>Bloomington, IN 47401</u> 24-HR EMERGENCY CONTACT NAME: <u>Ryan Strauser</u> 24-HR CONTACT PHONE #: <u>812-360-1503</u> INSURANCE #*: _____ COMPANY: _____ BOND #*: _____ COMPANY: <u>Hylant -Nationwide</u> <small>* INSURANCE &amp; BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	<b>D. TRAFFIC CONTROL DEVICES*:</b> <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
<b>**SUBCONTRACTOR INFORMATION**</b> <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: <u>United Excavating</u>	<b>E. METERED PARKING SPACES NEEDED:</b> <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
<b>B. WORK DESCRIPTION:</b> <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* <small>Closure to pour sidewalk connections where road is removed.</small> (EXPLAIN): <u>Sidewalk will not be closed for full duration of project time listed.</u> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	<b>F. IS THIS A</b> <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input type="checkbox"/> IU* <input type="checkbox"/> NP* <b>PROJECT?</b> PROJECT NAME: <u>IUCU 17th ST Branch - Drive Thru Demo</u> PROJECT #: _____ PROJECT MGR.: _____ <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY          *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY</small>
<b>C. RIGHT OF WAY TO BE USED/CLOSED:</b> STREET NAME 1: <u>17th Street</u> 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>10/30/23</u> END DATE: <u>11/3/23</u> # OF DAYS*: <u>5</u> <small>Periodic closures to connect sidewalk where drive is removed</small>	<b>G. EXCAVATIONS:</b> SQ FT OF PAVEMENT* EXCAVATIONS : <u>832 sf</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>NA</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>NA</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: <u>NA</u> SQ FT OF SIDEWALK RECONSTRUCTION*: <u>NA</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>160 sf</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: <u>NA</u>
STREET NAME 2: <u>Dunn Street</u> 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N <small>**NON-METERED</small> START DATE: <u>11/6/23</u> END DATE: <u>11/10/23</u> # OF DAYS*: <u>5</u> <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.
<b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b> STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: <u>7:00</u> AM - <u>3:30</u> PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process          BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	<b>H. INDEMNIFICATION AGREEMENT:</b> 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>Ryan M. Strauser</u> SIGNATURE: <u>Ryan M. Strauser</u> DATE: <u>8/28/2023</u>

For Administration Use Only (applicable to CLOSURE approval)

Approved By: \_\_\_\_\_  BPW  City Engineer  Director Date: \_\_\_\_\_

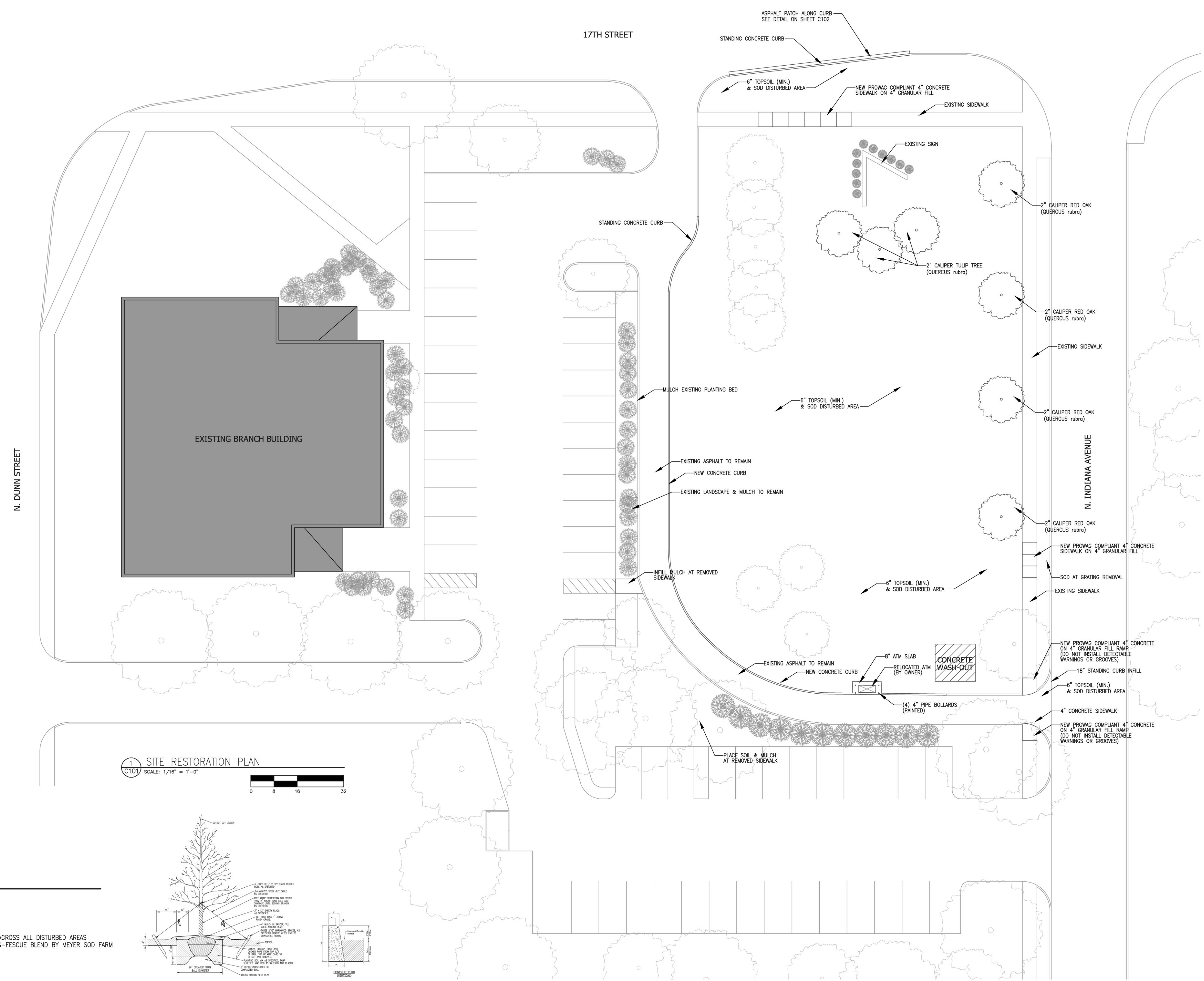
Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date: \_\_\_\_\_

- A permit **MUST** be obtained for ALL activities located within the right-of-way such as: excavations, use, obstruction, trenching, boring, etc.
- Expect a 5-7 day (business day) turn-around time on standard permit requests. If permit includes use of the right of way for a Road closure, sidewalk/bike/lane closures on an arterial, or any closure over 14 days expect the turn around time to be longer.
- The applicant **MUST be bonded and insured** with the City of Bloomington to obtain permits to excavate within public Right of Way and for right of way use.
- The applicant **MUST** attach a site plan which identifies the following:
  - (1) The specific location of all utilities already located in the right-of-way.
  - (2) The specific location of all signs already located in the right-of-way.
  - (3) The specific location of all structures already located in the right-of-way.
  - (4) The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the specific location of the device or structure being installed as a result of the excavation.
  - (5) The specific location of all proposed utilities.
  - (6) Latitude and Longitude of the project location.
- The applicant must specify the area(s) being restricted (traffic lane, shoulder, sidewalk, bike lane or parking lane). Please indicate if restricting access to: Metered parking or Bloomington Transit Bus Stops.
- To apply for a **TOTAL ROAD CLOSURE**, the applicant must submit an MUTCD compliant maintenance of traffic plan that includes Detour route signs. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. The applicant must notify all adjacent affected businesses, churches, schools, and residences of the closure and provide step-by-step directions of traffic detour. Closures are subject to ROW Inspector, Department Director(s), and Board of Public Works approval, so approval times could vary. Closures over 3 days require Board of Public Works approval.
- To apply for a **SIDEWALK, BIKE LANE OR LANE CLOSURE**, the applicant must submit an MUTCD compliant maintenance of traffic SITE PLAN that includes TYPES and LOCATIONS of all traffic control devices/signs. When a walkaround is required the site plan must include dimensions and location of barricades for the walkaround. The application should be submitted for review and approval two (2) weeks prior to the start date to ensure ample review and approval time. Closures over 14 days require Board of Public Works approval.
- The applicant must identify the exact date or date range for which the work will actually take place. A permit is not officially issued until the inspector listed on the permit is contacted regarding the exact date a sidewalk, lane, bike lane will be closed. If an exact date can't be given at the time the permit is applied for, you must contact our office **72 hrs BEFORE** a closure begins so we are able to update our police, emergency, and transit personnel on our publicly viewed inRoads page. Failure to communicate dates of a closure are subject to penalty in Bloomington Municipal Code. Permits will be considered expired one year after being issued if work has not begun (a new application will need to be submitted if permittee still intends to begin work).
- The applicant must keep crosswalks, ramps and sidewalks unobstructed to ensure they are passable by all types of pedestrians including, visually or hearing impaired or wheelchair bound pedestrians. This also applies to walkarounds.
- An exact legal address of the parcel nearest to the location where the work is taking place is required on each application.
- **ALL EXCAVATIONS** must be inspected. Contact the inspector by phone number listed on each permit. The general contact number is (812) 349-3913.
- Please contact the Utility Coordinator at the City of Bloomington Utilities Department if placing a new or working on an existing sanitary sewer lateral or water line/meter placement. (812)349-3930
- Any brick or inlaid limestone sidewalks or brick-surfaced streets shall remain undisturbed, unless specific permission is given by a representative of the Planning and Transportation Department. If they are disturbed: The surface material shall be taken up, saved, and re-installed to City of Bloomington specifications. Backfill methods and materials must also meet these specifications. These are subject to historic preservation approvals.
- **This application and Additional use of right of way resources listed under 'Public Right of Way Permits and Resources' can be found:** <https://bloomington.in.gov/engineering/resources>
- **A copy of the Regulations for Use of the Right of Way (ORD 20-21) can be found:** <https://bloomington.in.gov/municipal-code>





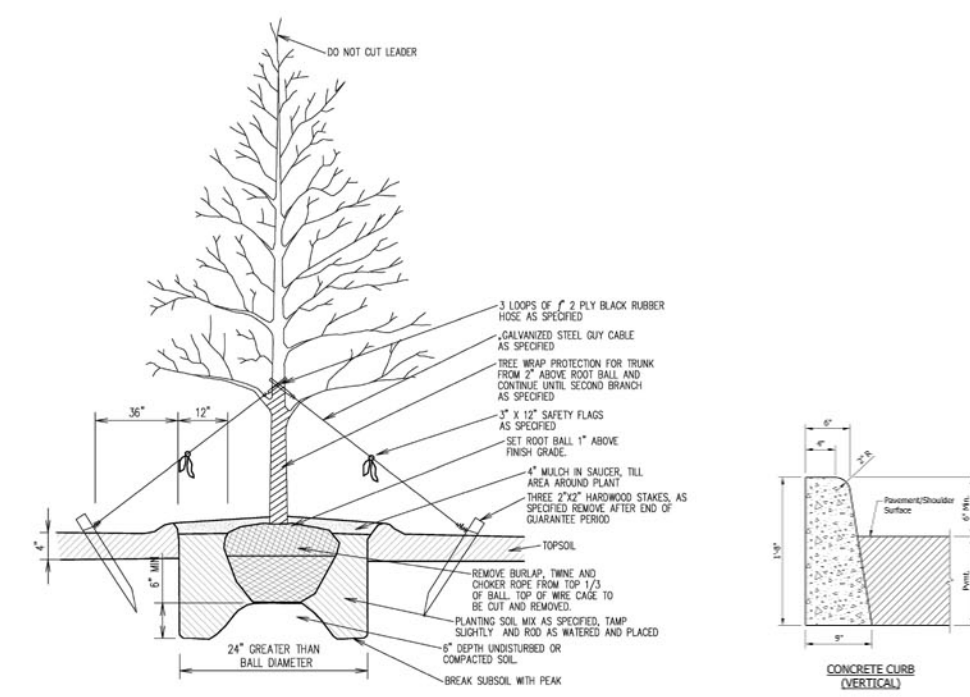
**IU CREDIT UNION  
17TH STREET BRANCH  
DRIVE-THRU DEMOLITION**  
510 E. 17TH STREET  
BLOOMINGTON, IN 47408



**1 SITE RESTORATION PLAN**  
C101 SCALE: 1/16" = 1'-0"  
0 8 16 32

**SITE RESTORATION NOTES**

- (A) TREE INFORMATION**  
NORTHERN RED OAK  
QUERCUS rubra  
2" CALIPER
- (B) SOD MIX & PREPARATION**  
PROVIDE MINIMUM 6" TOPSOIL ACROSS ALL DISTURBED AREAS  
PROVIDE TURF TYPE BLUEGRASS-FESCUE BLEND BY MEYER SOD FARM



Sheet Issue/Revision Date:	
7/20/2023	PERMIT SET DRAWING
8/1/2023	REVISION #01
9/12/2023	REVISION #02
9/26/2023	REVISION #03

Sheet Title:  
**SITE RESTORATION PLAN**

Drawing Number:  
**C101**

Project Number:  
SDB-2023-523







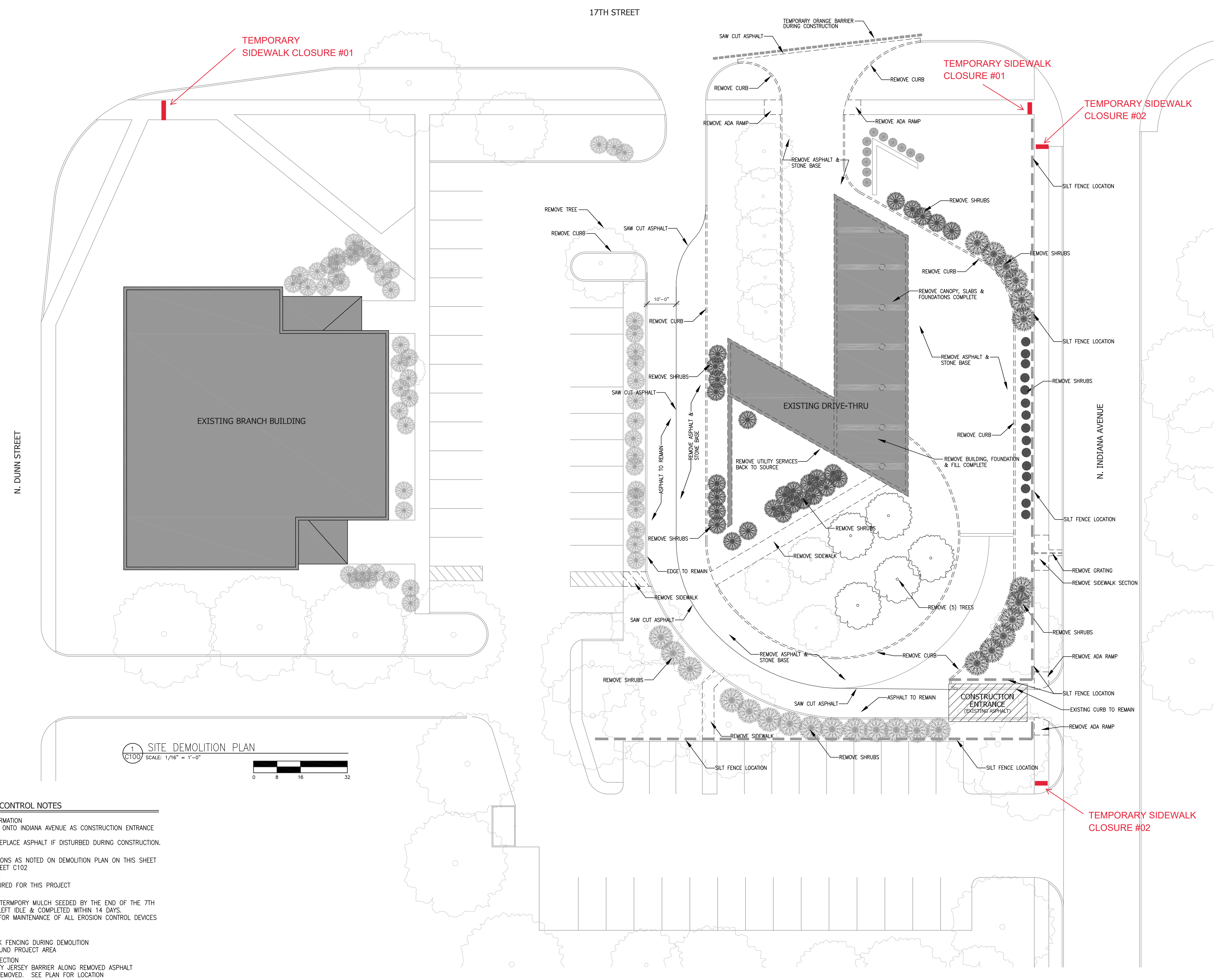
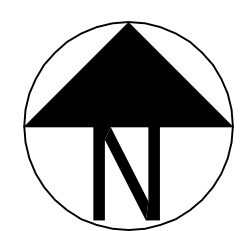
**IU CREDIT UNION  
17TH STREET BRANCH  
DRIVE-THRU DEMOLITION**  
510 E. 17TH STREET  
BLOOMINGTON, IN 47408

Sheet Issue/Revision Date:	
7/20/2023	PERMIT SET DRAWING
8/1/2023	REVISION #01
9/12/2023	REVISION #02

Sheet Title:  
**SITE DEMOLITION PLAN**

Drawing Number:  
**C100**

Project Number:  
SDB-2023-523



**1 SITE DEMOLITION PLAN**  
SCALE: 1/16" = 1'-0"  
0 8 16 32

- GENERAL SITE & EROSION CONTROL NOTES**
- (A) CONSTRUCTION ENTRANCE INFORMATION  
UTILIZE EXISTING ASPHALT EXIT ONTO INDIANA AVENUE AS CONSTRUCTION ENTRANCE DURING PROJECT.  
AT COMPLETION OF PROJECT REPLACE ASPHALT IF DISTURBED DURING CONSTRUCTION.
  - (B) SILT FENCE INFORMATION  
PROVIDE SILT FENCE AT LOCATIONS AS NOTED ON DEMOLITION PLAN ON THIS SHEET SEE SILT FENCE DETAIL ON SHEET C102
  - (C) INLET PROTECTION INFORMATION  
NO INLET PROTECTION IS REQUIRED FOR THIS PROJECT
  - (D) TEMPORARY SEEDING  
BARE EARTH AREAS SHALL BE TEMPORARY MULCH SEEDING BY THE END OF THE 7TH DAY AFTER SOILS HAVE BEEN LEFT IDLE & COMPLETED WITHIN 14 DAYS.  
CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL DEVICES WEEKLY.
  - (E) SITE FENCING  
PROVIDE PERIMETER CHAIN LINK FENCING DURING DEMOLITION  
FENCING TO BE PROVIDED AROUND PROJECT AREA
  - (F) 17TH STREET - WORKER PROTECTION  
PROVIDE ORANGE HIGH VISIBILITY JERSEY BARRIER ALONG REMOVED ASPHALT AT 17TH STREET EXIT TO BE REMOVED. SEE PLAN FOR LOCATION



# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
Department <b>01 - Animal Shelter</b>				
Program <b>010000 - Main</b>				
Account <b>43430 - Animal Adoption Fees</b>				
Brandt Fraser	01-refund adoption fee-canine/rabbies vac-9/29/23		10/27/2023	75.00
	Account <b>43430 - Animal Adoption Fees</b> Totals	1		\$75.00
Account <b>43460 - Medical</b>				
Brandt Fraser	01-refund adoption fee-canine/rabbies vac-9/29/23		10/27/2023	15.00
	Account <b>43460 - Medical</b> Totals	1		\$15.00
Account <b>52110 - Office Supplies</b>				
6530 - Office Depot, INC	01-Calculator, pens, envelopes		10/27/2023	39.05
	Account <b>52110 - Office Supplies</b> Totals	1		\$39.05
Account <b>52210 - Institutional Supplies</b>				
4586 - Hill's Pet Nutrition Sales, INC	01-Prescription pet food		10/27/2023	169.26
4574 - John Deere Financial f.s.b. (Rural King)	01-litter-50 40lb bags pellet bedding,		10/27/2023	249.50
4549 - Kroger Limited Partnership I	01-Cat Milk		10/27/2023	11.98
4549 - Kroger Limited Partnership I	01-Rabbit food-collard greens, parsley, bok choy		10/27/2023	12.95
4633 - Midwest Veterinary Supply, INC	01-Antihistamine		10/27/2023	16.30
4633 - Midwest Veterinary Supply, INC	01-Returned antibiotic-wrong prod-Inv #20387804-001		10/27/2023	(22.70)
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)		10/27/2023	27.35
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves (L)		10/27/2023	53.95
4633 - Midwest Veterinary Supply, INC	01-Antibiotics, syringes, supportive meds		10/27/2023	441.27
4666 - Zoetis, INC	01-Bordetella vaccines		10/27/2023	357.00
	Account <b>52210 - Institutional Supplies</b> Totals	10		\$1,316.86
Account <b>52340 - Other Repairs and Maintenance</b>				
313 - Fastenal Company	01- 2 ply selection roll 85ct		10/27/2023	62.70
4443 - The Sherwin Williams Company	01-Paint for ACC adoption center-9/12/23		10/27/2023	341.33
	Account <b>52340 - Other Repairs and Maintenance</b> Totals	2		\$404.03
Account <b>52420 - Other Supplies</b>				
4045 - Datamars, INC	01-Microchip Scanners		10/27/2023	410.28
	Account <b>52420 - Other Supplies</b> Totals	1		\$410.28





# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

**Account 52430 - Uniforms and Tools**

4447 - Municipal Emergency Services, INC

01-ACO uniforms, jacket		10/27/2023	171.22
Account <b>52430 - Uniforms and Tools</b> Totals			1
			\$171.22

**Account 53130 - Medical**

54639 - Shake Veterinary Services, INC (Town & Country Vet

01-Spay/Neuter Surgeries		10/27/2023	391.50
Account <b>53130 - Medical</b> Totals			1
			\$391.50

**Account 53230 - Travel**

5072 - Emily Herr

01-"Aggressions In Dogs" Conf-travel reimb-Chicago-9/29-10/1/23		10/27/2023	321.95
Account <b>53230 - Travel</b> Totals			1
			\$321.95

**Account 53530 - Water and Sewer**

208 - City Of Bloomington Utilities

01-ACC-water/sewer bill-September 2023		10/18/2023	504.59
Account <b>53530 - Water and Sewer</b> Totals			1
			\$504.59

**Account 53540 - Natural Gas**

6769 - EDF, INC (EDF Energy Services)

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)

06-City Fac.-Natural Gas Commodity-September 2023 management fee		10/18/2023	486.48
01-ACC-gas bill 09/05/23-10/03/23			403.66
Account <b>53540 - Natural Gas</b> Totals			2
			\$890.14

**Account 53610 - Building Repairs**

4483 - City Lawn Corporation

18540 - Patriot Interiors Unlimited, INC

01-SA-mowing/clean dog pens-September 2023	BC 2022-91	10/27/2023	560.00
01-Install/Paint FRP panels-Front Office-Adj to original	BC 2023-37	10/27/2023	725.00
Account <b>53610 - Building Repairs</b> Totals			2
			\$1,285.00
Program <b>010000 - Main</b> Totals			24
			\$5,824.62

**Program 010001 - Donations Over \$5K**

**Account 52210 - Institutional Supplies**

4586 - Hill's Pet Nutrition Sales, INC

01-Dog, puppy, kitten & cat food		10/27/2023	379.51
Account <b>52210 - Institutional Supplies</b> Totals			1
			\$379.51

**Account 53130 - Medical**

3929 - IDEXX Laboratories, INC

3929 - IDEXX Laboratories, INC

01-Fecal diagnostic		10/27/2023	74.48
01-Diagnostic Services		10/27/2023	560.55
Account <b>53130 - Medical</b> Totals			2
			\$635.03

**Account 53610 - Building Repairs**

18540 - Patriot Interiors Unlimited, INC

01-Contract for FRP Panels-demo, paint, FRP-9/29/23	BC 2023-37	10/27/2023	9,980.00
Account <b>53610 - Building Repairs</b> Totals			1
			\$9,980.00



# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

Department **02 - Public Works**

Program **020000 - Main**

Account **52110 - Office Supplies**

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

02-FirstAidKit for PW Admin Office	10/27/2023	21.99
02-Return 2-3 Hole Punch, Stopped working PW Admin Office	10/27/2023	(96.52)
Account <b>52110 - Office Supplies</b> Totals	2	<u>(\$74.53)</u>

Account **53160 - Instruction**

7450 - International City/County Management Association

02-2024 Annual Membership Dues-Nate Nickel	10/27/2023	200.00
Account <b>53160 - Instruction</b> Totals	1	<u>\$200.00</u>
Program <b>020000 - Main</b> Totals	3	<u>\$125.47</u>
Department <b>02 - Public Works</b> Totals	3	<u>\$125.47</u>

Department **03 - City Clerk**

Program **030000 - Main**

Account **52410 - Books**

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

03-American Inst Parliamentarian Standard Code of Parliam	10/27/2023	49.90
Account <b>52410 - Books</b> Totals	1	<u>\$49.90</u>

Account **52420 - Other Supplies**

5086 - Frame Station, INC (Framemakers)  
 5086 - Frame Station, INC (Framemakers)  
 5086 - Frame Station, INC (Framemakers)

03-frames for various documents	10/27/2023	391.72
03-frames for various documents	10/27/2023	201.00
03- frames for various documents	10/27/2023	194.20
Account <b>52420 - Other Supplies</b> Totals	3	<u>\$786.92</u>

Account **53170 - Mgt. Fee, Consultants, and Workshops**

3913 - Indiana League Of Municipal Clerks & Treasurers

03- Fall District Meeting-Bolden, McDowell, Stoll, Crossle	10/27/2023	500.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals	1	<u>\$500.00</u>
Program <b>030000 - Main</b> Totals	5	<u>\$1,336.82</u>
Department <b>03 - City Clerk</b> Totals	5	<u>\$1,336.82</u>

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53910 - Dues and Subscriptions**

5695 - 1818 Apparel Co., INC (dba Freethink AppareI)

04: hats (100) for Go Bloomington	10/27/2023	1,375.00
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# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

5695 - 1818 Apparel Co., INC (dba Freethink AppareI)  
 3404 - J.R. Watkins & Family, INC (Signs Now)  
 3404 - J.R. Watkins & Family, INC (Signs Now)

Account **53960 - Grants**

8889 - The Saint John of Damascus Society INC

Account **53970 - Mayor's Promotion of Business**

4549 - Kroger Limited Partnership I  
 4858 - Sweetwater Sound, INC  
 5954 - The Greater Bloomington Chamber Of Commerce, INC

Department **05 - Common Council**

Program **050000 - Main**

Account **53230 - Travel**

17091 - Isabel Piedmont-Smith  
 8407 - Katherine Rosenbarger

Account **53910 - Dues and Subscriptions**

8465 - Ash Olli Kulak  
 5935 - Stephen E Lucas

Account **53960 - Grants**

1138 - BCT Management, INC

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52110 - Office Supplies**

04: T-shirts (100) for Go Bloomington	10/27/2023	1,075.00
04-Digitally printed wrap vinyl decals 10x36 (75)	10/27/2023	1,485.00
04-Opaque white corogated plastic 24x32 (2)	10/27/2023	80.00
Account <b>53910 - Dues and Subscriptions</b> Totals	4	<u>\$4,015.00</u>

04: BAC Art Grant -Winter 2023 Arts Project - 23-371	10/27/2023	1,500.00
Account <b>53960 - Grants</b> Totals	1	<u>\$1,500.00</u>

04: Supplies for Fiber Arts Closing Reception	10/27/2023	20.71
04: Samson Portable PA w/WIs HH Mic	10/27/2023	399.99
04: Bloomington Chamber Annual Luncheon, D.De La Rosa, H. Warren	10/27/2023	100.00
Account <b>53970 - Mayor's Promotion of Business</b> Totals	3	<u>\$520.70</u>
Program <b>040000 - Main</b> Totals	8	<u>\$6,035.70</u>
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	8	<u>\$6,035.70</u>

05-per diem-Local Progress 2023 National Convening-MO-Sept 2023	10/27/2023	102.00
05-per diem/mileage-Local Progress 2023 Nat'l Convening-MO-9/23"	10/27/2023	360.13
Account <b>53230 - Travel</b> Totals	2	<u>\$462.13</u>

05 - 2023 Annual Indiana Attorney Registration - Kulak	10/27/2023	180.00
05 - 2023 Annual Indiana Attorney Registration - Lucas	10/27/2023	180.00
Account <b>53910 - Dues and Subscriptions</b> Totals	2	<u>\$360.00</u>

05 - Buskirk-Chumley Theater Program Support: Q4 2023	10/27/2023	13,750.00
Account <b>53960 - Grants</b> Totals	1	<u>\$13,750.00</u>
Program <b>050000 - Main</b> Totals	5	<u>\$14,572.13</u>
Department <b>05 - Common Council</b> Totals	5	<u>\$14,572.13</u>



# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

5103 - Staples Contract & Commercial, INC

Department **07 - Engineering**

Program **070000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

6530 - Office Depot, INC

Account **53990 - Other Services and Charges**

3444 - Rundell Ernstberger Associates, INC

Department **09 - CFRD**

Program **090000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

6530 - Office Depot, INC

Account **52420 - Other Supplies**

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

Account **53310 - Printing**

7815 - A&M Graphics (Baugh Fine Print and Mailing)

Account **53640 - Hardware and Software Maintenance**

53442 - Paragon Micro, INC

Account **53960 - Grants**

8919 - IN0150 Monroe County NOW

06-Pop up notes and latex free rubber bands

Account **52110 - Office Supplies** Totals

Program **060000 - Main** Totals

Department **06 - Controller's Office** Totals

07-Stapler (J Inman)

07-Scissors (J Inman)

Account **52110 - Office Supplies** Totals

07-On-Call Engineering Services-thru 8/31/23

Account **53990 - Other Services and Charges** Totals

Program **070000 - Main** Totals

Department **07 - Engineering** Totals

09-White Cardstock

09-Batteries, Scotch Tape Refills

Account **52110 - Office Supplies** Totals

09-Popcorn Packs & Popcorn Bags-Events & Programs

Account **52420 - Other Supplies** Totals

09-Deluxe Retractor Kit-Mini Banner-BHRC-Programs & Events

Account **53310 - Printing** Totals

09-Annual Adobe Suite License Renewal for CFRD Staff

Account **53640 - Hardware and Software Maintenance** Totals

09-MCNOW Violence Prevention Grant-Full Amount

10/27/2023	41.30
1	<u>\$41.30</u>
1	<u>\$41.30</u>
1	<u>\$41.30</u>

10/27/2023	30.99
10/27/2023	6.36
2	<u>\$37.35</u>

10/27/2023	2,358.75
1	<u>\$2,358.75</u>
3	<u>\$2,396.10</u>
3	<u>\$2,396.10</u>

10/27/2023	38.97
10/27/2023	34.72
2	<u>\$73.69</u>

10/27/2023	76.98
1	<u>\$76.98</u>

10/27/2023	121.00
1	<u>\$121.00</u>

10/27/2023	3,845.95
1	<u>\$3,845.95</u>

10/27/2023	7,300.00
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# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

7699 - Summit Hill Community Development Corporation  
7240 - Troy T Thomas

Department **10 - Legal**  
Program **100000 - Main**  
Account **52110 - Office Supplies**  
6530 - Office Depot, INC

Department **11 - Mayor's Office**  
Program **110000 - Main**  
Account **47060 - Refunds**

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

Account **47110 - Miscellaneous**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)  
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)

Account **52420 - Other Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)  
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)  
54546 - Charles Y Coghlan, DMD (Office Easel)

Account **53640 - Hardware and Software Maintenance**

53442 - Paragon Micro, INC

Account **53990 - Other Services and Charges**

7917 - Civic Champs INC (Helping Hands Bloomington)  
53442 - Paragon Micro, INC

09-Summit Hill Comm Dev.-Violence Reduction Grant 2023-Full Amn	10/27/2023	25,000.00
09-Moments of Truth Event Sponsorship-Bronze Level	10/27/2023	500.00
Account <b>53960 - Grants</b> Totals	3	<u>\$32,800.00</u>
Program <b>090000 - Main</b> Totals	8	<u>\$36,917.62</u>
Department <b>09 - CFRD</b> Totals	8	<u>\$36,917.62</u>

10-USB wireless keyboard for C. Newbill	10/27/2023	34.99
Account <b>52110 - Office Supplies</b> Totals	1	<u>\$34.99</u>
Program <b>100000 - Main</b> Totals	1	<u>\$34.99</u>
Department <b>10 - Legal</b> Totals	1	<u>\$34.99</u>

11 - credit memo- 60 pack lanyards for ID Badges	10/27/2023	(18.99)
Account <b>47060 - Refunds</b> Totals	1	<u>(\$18.99)</u>

11 - reusable sticky notes for Innovation celebration	10/27/2023	134.70
11 - tree wrap signs for Middle Way House	10/27/2023	245.49
Account <b>47110 - Miscellaneous</b> Totals	2	<u>\$380.19</u>

11 - USB cables for Innovation	10/27/2023	8.26
11 - micro computer accessories for Innovation	10/27/2023	68.99
11 - vertical floor banner for Innovation dept	10/27/2023	391.45
Account <b>52420 - Other Supplies</b> Totals	3	<u>\$468.70</u>

11 - micro computer for Innovation	10/27/2023	1,124.98
Account <b>53640 - Hardware and Software Maintenance</b> Totals	1	<u>\$1,124.98</u>

11 - Innovation monthly marketing Sept 30-Oct 31, 2023	10/27/2023	700.00
11 - digital storage 9/30/2023	10/27/2023	9.16



# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

		Account <b>53990 - Other Services and Charges</b> Totals	2	<u>\$709.16</u>
		Program <b>110000 - Main</b> Totals	9	<u>\$2,664.04</u>
		Department <b>11 - Mayor's Office</b> Totals	9	<u>\$2,664.04</u>
Department <b>12 - Human Resources</b>				
Program <b>120000 - Main</b>				
Account <b>53160 - Instruction</b>				
5444 - Tyler Technologies, INC	12-open enrollment training		10/27/2023	437.50
		Account <b>53160 - Instruction</b> Totals	1	<u>\$437.50</u>
Account <b>53320 - Advertising</b>				
54546 - Charles Y Coghlan, DMD (Office Easel)	12-pens, tablecloths, table runners		10/27/2023	970.68
		Account <b>53320 - Advertising</b> Totals	1	<u>\$970.68</u>
Account <b>53990 - Other Services and Charges</b>				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	12-cutlery, napkins, plates, cups for employee picnic		10/27/2023	294.12
6099 - Safe Hiring Solutions	12-out of state background checks (46)		10/27/2023	678.20
		Account <b>53990 - Other Services and Charges</b> Totals	2	<u>\$972.32</u>
		Program <b>120000 - Main</b> Totals	4	<u>\$2,380.50</u>
		Department <b>12 - Human Resources</b> Totals	4	<u>\$2,380.50</u>
Department <b>13 - Planning</b>				
Program <b>130000 - Main</b>				
Account <b>43310 - Application Fee</b>				
Catalent Indiana, LLC	13-Removed Catalent withdraw the IMI/Catalent Plat Amend filing		10/27/2023	450.00
		Account <b>43310 - Application Fee</b> Totals	1	<u>\$450.00</u>
Account <b>52110 - Office Supplies</b>				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13- Ergonomic Mouse for Karina, and memo pads		10/27/2023	112.15
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13- Hard hat, safety glasses, Kleenex, White out, Desk chair mat		10/27/2023	170.12
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13- Ergonomic Keyboard for Katie Gandhi		10/27/2023	47.71
6530 - Office Depot, INC	13 - Ink Cartridges for PlanTran Plotter		10/27/2023	198.11
		Account <b>52110 - Office Supplies</b> Totals	4	<u>\$528.09</u>
Account <b>53990 - Other Services and Charges</b>				
53442 - Paragon Micro, INC	13- Bluebeam Renewal Maintenance-P&T portion		10/27/2023	1,089.90
8659 - Terran Robotics INC	13- ADU Design for City Website		10/27/2023	4,500.00
6235 - Toole Design Group, LLC	13-Corridor Study_College Ave & Walnut St. 45/46 Bypass to Allen		10/27/2023	8,967.35





# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

Program **132000 - MPO**

Account **52420 - Other Supplies**

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

- 13- Picture frames for MPO Conference
- 13- Glossy Laser Paper for MPO Conference

Account **52420 - Other Supplies** Totals

Program **132000 - MPO** Totals

Department **13 - Planning** Totals

Account <b>53990 - Other Services and Charges</b> Totals	3	\$14,557.25
Program <b>130000 - Main</b> Totals	8	\$15,535.34
Account <b>52420 - Other Supplies</b> Totals	2	\$43.58
Program <b>132000 - MPO</b> Totals	2	\$43.58
Department <b>13 - Planning</b> Totals	10	\$15,578.92

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

- 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)
- 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)
- 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)
- 8658 - Kleindorfer's Hardware LLC

- 19 - (6) Sloan mixing valves
- 19 - Alaon seats for flush valves
- 19 - Vacuum breaker for Sloan flush valves
- 19-Bulbs, grinder wrench, batteries, caulk & wall paper apt.

Account **52310 - Building Materials and Supplies** Totals

19 - (6) Sloan mixing valves	10/27/2023	224.82
19 - Alaon seats for flush valves	10/27/2023	58.86
19 - Vacuum breaker for Sloan flush valves	10/27/2023	54.00
19-Bulbs, grinder wrench, batteries, caulk & wall paper apt.	10/27/2023	80.71
Account <b>52310 - Building Materials and Supplies</b> Totals	4	\$418.39

Account **52420 - Other Supplies**

- 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)
- 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)
- 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)
- 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)
- 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)
- 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)
- 8541 - Amazon.com Sales, INC (Amazon.com Services LLC)
- 4574 - John Deere Financial f.s.b. (Rural King)

- 19 - Shallow Standing Desk
- 19 - Podium Microphone
- 19 - Stand for Roll-up Traffic Signs
- 19 - Liquid Ice Melt
- 19 - Backpack Sprayer
- 19 - Nozzle kit for backpack sprayer
- 19 - Tool chest combo
- 19-2 Trimmer Heads

Account **52420 - Other Supplies** Totals

19 - Shallow Standing Desk	10/27/2023	197.99
19 - Podium Microphone	10/27/2023	81.41
19 - Stand for Roll-up Traffic Signs	10/27/2023	233.95
19 - Liquid Ice Melt	10/27/2023	350.00
19 - Backpack Sprayer	10/27/2023	125.99
19 - Nozzle kit for backpack sprayer	10/27/2023	12.79
19 - Tool chest combo	10/27/2023	849.99
19-2 Trimmer Heads	10/27/2023	49.98
Account <b>52420 - Other Supplies</b> Totals	8	\$1,902.10

Account **52430 - Uniforms and Tools**

- 19171 - Aramark Uniform & Career Apparel Group, INC
- 19171 - Aramark Uniform & Career Apparel Group, INC
- 19171 - Aramark Uniform & Career Apparel Group, INC
- 19171 - Aramark Uniform & Career Apparel Group, INC

- 19-Work Pants for R. Flake - 8/17/2023
- 19- Work Pants for R. Flake - 8/24/2023
- 19- Work Pants for R. Flake - 9/28/2023
- 19-Work pants for R. Flake - 10/5/2023

19-Work Pants for R. Flake - 8/17/2023	10/27/2023	12.41
19- Work Pants for R. Flake - 8/24/2023	10/27/2023	12.41
19- Work Pants for R. Flake - 9/28/2023	10/27/2023	12.41
19-Work pants for R. Flake - 10/5/2023	10/27/2023	12.41



# Board of Public Works Claim Register

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**Account 53530 - Water and Sewer**

208 - City Of Bloomington Utilities

19-Temp Mtr-Graffiti Team-water/sewer bill-Sept 2023

Account **52430 - Uniforms and Tools** Totals 4 \$49.64

10/18/2023 15.84

Account **53530 - Water and Sewer** Totals 1 \$15.84

**Account 53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)

19-SA-CH- Quarterly Planned Maintenance Oct 2023

BC 2022-115 10/27/2023 2,088.00

393 - Kone INC

19 - SA - CH-Maintenance 10/1/2023 - 10/31/2023

BC 2023-39 10/27/2023 272.87

392 - Koorsen Fire & Security, INC

19-SA -CH-Annual Inspection Service Plan

BC 2023-53 10/27/2023 95.50

Account **53610 - Building Repairs** Totals 3 \$2,456.37

Program **190000 - Main** Totals 20 \$4,842.34

Department **19 - Facilities Maintenance** Totals 20 \$4,842.34

**Department 28 - ITS**

**Program 280000 - Main**

**Account 52110 - Office Supplies**

6530 - Office Depot, INC

28 - 10 Cases Copy Paper

10/27/2023 384.00

6530 - Office Depot, INC

28 - Cutlery

10/27/2023 7.99

Account **52110 - Office Supplies** Totals 2 \$391.99

**Account 52420 - Other Supplies**

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

28 - Chambers- Cables

10/27/2023 59.49

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

28-Wired Mice Power strips Socket Set Batteries Seathing Velcro

10/27/2023 869.50

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

28 - 2 Journal Notebooks for AD for Ops

10/27/2023 23.98

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

28 - GIS 32 inch Monitor

10/27/2023 349.99

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

28 - ITS Inventory - 5 Mice

10/27/2023 111.00

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

28 - Chambers Adapter

10/27/2023 11.95

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

28 - Earbuds for TSG Member

10/27/2023 104.97

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

28 - ITS Inventory -10 Power Cords

10/27/2023 74.50

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

28 - Chambers Cables

10/27/2023 38.83

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

28 - FLash Memory for TSG Team

10/27/2023 58.30

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

28 - GIS Drone SD Cards, GIS Monitor

10/27/2023 29.97

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

28 - Network Refresh 2 x Cisco Cables

10/27/2023 789.00

8670 - Barcodes Acquisition, INC. (Plasco LLC, DBA IDW)

28 - Laminates and Ribbon

10/27/2023 404.97

5103 - Staples Contract & Commercial, INC

28 - Plotter Ink

10/27/2023 354.79



# Board of Public Works Claim Register

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5103 - Staples Contract & Commercial, INC	28-Plotter Ink	10/27/2023	426.49
5103 - Staples Contract & Commercial, INC	28 - Plotter Ink	10/27/2023	354.79
5103 - Staples Contract & Commercial, INC	28 - Plotter Ink	10/27/2023	354.79
	<b>Account 52420 - Other Supplies Totals</b>	17	\$4,417.31
<b>Account 53210 - Telephone</b>			
1079 - AT&T	28-phone charges 8/20-9/19/23-#812 339-2261 261 1	10/18/2023	6,007.42
	<b>Account 53210 - Telephone Totals</b>	1	\$6,007.42
<b>Account 53230 - Travel</b>			
8917 - Meghan Blair	28-mileage reimb-IGIC Conf-Indy-9/20/23	10/27/2023	94.32
	<b>Account 53230 - Travel Totals</b>	1	\$94.32
<b>Account 53910 - Dues and Subscriptions</b>			
8441 - Promevo Holdings, INC (Promevo, LLC)	28-Google for bloomington.in.gov (45 seats) Sept 2023	10/27/2023	124.88
8441 - Promevo Holdings, INC (Promevo, LLC)	28 - Google Voice Monthly Subscription-Sept 2023	10/27/2023	74.95
	<b>Account 53910 - Dues and Subscriptions Totals</b>	2	\$199.83
<b>Account 53960 - Grants</b>			
41 - Area 10 Agency On Aging	28-2023 Digital Equity Grant	10/27/2023	6,100.00
2002 - Boys & Girls Club Of Bloomington, INC	28-2023 Digital Equity Grant	10/27/2023	6,900.00
1663 - Citizens for Community Justice	28-2023 Digital Equity Grant	10/27/2023	2,900.00
7033 - Courage to Change Sober Living, INC	28- 2023 Digital Equity Grant	10/27/2023	2,300.00
504 - Housing Authority Of The City of Bloomington (BHA)	28-2023 Digital Equity Grant	10/27/2023	5,900.00
5675 - Indiana Recovery Alliance	28-2023 Digital Equity Grant	10/27/2023	4,100.00
56 - Middle Way House, INC	28-2023 Digital Equity Grant	10/27/2023	1,900.00
234 - Monroe County Community School Corporation	28-2023 Digital Equity Grant	10/27/2023	5,900.00
232 - Monroe County United Ministries INC	28-2023 Digital Equity Grant	10/27/2023	3,000.00
18311 - New Leaf/New Life, INC	28-2023 Digital Equity Grant	10/27/2023	1,500.00
7531 - Pantry 279 INC	28-2023 Digital Equity Grant	10/27/2023	3,700.00
7752 - Sojourn House INC	28-2023 Digital Equity Grant	10/27/2023	3,100.00
	<b>Account 53960 - Grants Totals</b>	12	\$47,300.00
<b>Account 54420 - Purchase of Equipment</b>			
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28- Credit for INV1DJC-RJTK-9THG-SDI cable	10/27/2023	(59.49)
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	28-Credit for INV11M9-WVLK-X3FR-coaxial cable	10/27/2023	(36.99)
8437 - AVI Systems, INC	28 -shipping for 3 mics for Council Chambers (IN0027997)	10/27/2023	15.00



# Board of Public Works Claim Register

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8437 - AVI Systems, INC  
 8473 - Datacom Connect, INC

28 -3 mics for the Council Chambers	10/27/2023	957.00
28 - -Showers Building Cabling Project-10/3/23	10/27/2023	42,525.00
Account <b>54420 - Purchase of Equipment</b> Totals	5	<u>\$43,400.52</u>
Program <b>280000 - Main</b> Totals	40	<u>\$101,811.39</u>
Department <b>28 - ITS</b> Totals	40	<u>\$101,811.39</u>
Fund <b>101 - General Fund (S0101)</b> Totals	145	<u>\$205,556.48</u>

Fund **103 - Restricted Donations(ord 05-17)**

Department **06 - Controller's Office**

Program **400101 - Animal Medical Services**

Account **53130 - Medical**

6529 - BloomingPaws, LLC  
 6529 - BloomingPaws, LLC  
 3376 - Bloomington Pets Alive, INC

01-Wound treatment	10/27/2023	210.17
01-Heartworm treatment, vet exam & treatment	10/27/2023	245.64
01-spay/neuter surgeries -9/5-9/27/23	10/27/2023	15,742.00
Account <b>53130 - Medical</b> Totals	3	<u>\$16,197.81</u>
Program <b>400101 - Animal Medical Services</b> Totals	3	<u>\$16,197.81</u>

Program **400102 - Animal Supplies**

Account **52210 - Institutional Supplies**

4633 - Midwest Veterinary Supply, INC  
 4633 - Midwest Veterinary Supply, INC  
 4633 - Midwest Veterinary Supply, INC  
 4633 - Midwest Veterinary Supply, INC  
 4633 - Midwest Veterinary Supply, INC  
 4633 - Midwest Veterinary Supply, INC  
 4633 - Midwest Veterinary Supply, INC  
 4633 - Midwest Veterinary Supply, INC  
 4633 - Midwest Veterinary Supply, INC  
 4633 - Midwest Veterinary Supply, INC

01-Diabetic Syrup	10/27/2023	21.30
01-Antibiotic ointment	10/27/2023	22.70
01-E-collars	10/27/2023	30.51
01-Syringes	10/27/2023	74.55
01-Anti fungals, gloves, bottles	10/27/2023	78.77
01-Gloves, ISO gowns	10/27/2023	102.73
01-Gloves, syringes	10/27/2023	190.25
01-Antibiotics, sedative, bene-bac	10/27/2023	268.06
01-Antiparasitics, milk replacer, insulin	10/27/2023	806.40
01-Antibiotics, pain management, FeLV diagnostic, saline, syrin	10/27/2023	872.95
01-Antibiotics, antiparasitic, pain management, needles	10/27/2023	1,052.21
Account <b>52210 - Institutional Supplies</b> Totals	11	<u>\$3,520.43</u>
Program <b>400102 - Animal Supplies</b> Totals	11	<u>\$3,520.43</u>
Department <b>06 - Controller's Office</b> Totals	14	<u>\$19,718.24</u>
Fund <b>103 - Restricted Donations(ord 05-17)</b> Totals	14	<u>\$19,718.24</u>





# Board of Public Works Claim Register

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Fund **153 - LIT – Economic Development**  
 Department **04 - Economic & Sustainable Dev**  
 Program **040000 - Main**

Account **53960 - Grants**

786 - Richard's Small Engine, INC  
 8916 - StartedUp Foundation INC  
 8448 - TEN31 Marketing LLC

04: Add'l Batteries and charges for Parks & Rec	10/27/2023	3,119.80
04: Innovation Workshop Sponsor 10/4/23	10/27/2023	3,000.00
04: Marketing Services for Go Bloomington September 2023	10/27/2023	11,977.50
Account <b>53960 - Grants</b> Totals	3	<u>\$18,097.30</u>
Program <b>040000 - Main</b> Totals	3	<u>\$18,097.30</u>
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	3	<u>\$18,097.30</u>

Department **06 - Controller's Office**  
 Program **060000 - Main**  
 Account **53990 - Other Services and Charges**

8705 - SHI International Corp

06-OpenGov solicitation creation cloud-based solution-7/23-6/24	10/27/2023	53,973.16
Account <b>53990 - Other Services and Charges</b> Totals	1	<u>\$53,973.16</u>
Program <b>060000 - Main</b> Totals	1	<u>\$53,973.16</u>
Department <b>06 - Controller's Office</b> Totals	1	<u>\$53,973.16</u>

Department **12 - Human Resources**  
 Program **120000 - Main**  
 Account **53990 - Other Services and Charges**

54546 - Charles Y Coghlan, DMD (Office Easel)

12-retractable banner	10/27/2023	228.83
Account <b>53990 - Other Services and Charges</b> Totals	1	<u>\$228.83</u>
Program <b>120000 - Main</b> Totals	1	<u>\$228.83</u>
Department <b>12 - Human Resources</b> Totals	1	<u>\$228.83</u>

Department **19 - Facilities Maintenance**  
 Program **190000 - Main**  
 Account **53610 - Building Repairs**

6688 - SSW Enterprises, LLC (Office Pride)  
 6688 - SSW Enterprises, LLC (Office Pride)  
 6688 - SSW Enterprises, LLC (Office Pride)  
 6688 - SSW Enterprises, LLC (Office Pride)  
 6688 - SSW Enterprises, LLC (Office Pride)

19-SA Cleaning Services for Animal Care & Control for Sept. 2023	BC 2022-142	10/27/2023	1,322.76
19-SA Cleaning Services for City Hall for Sept 2023	BC 2022-142	10/27/2023	12,220.61
19-SA Cleaning Services for Fleet for Sept 2023	BC 2022-142	10/27/2023	970.71
19-SA Cleaning Services for Sanitation for Sept 2023	BC 2022-142	10/27/2023	780.64
19-SA Cleaning Services-Street/Traffic for Sept 2023	BC 2022-142	10/27/2023	1,489.41



# Board of Public Works Claim Register

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**Account 53990 - Other Services and Charges**

421 - Centerstone Of Indiana, INC	02-Brighten B-Town Program - July 2023	BC 2023-01	10/27/2023	25,886.26
421 - Centerstone Of Indiana, INC	02-Brighten B-Town Program - Aug 2023	BC 2023-01	10/27/2023	24,435.67
4483 - City Lawn Corporation	19-SA-2nd & Weimer-mowing-Sept 2023	BC 2022-91	10/27/2023	70.00
4483 - City Lawn Corporation	19-SA-400 W. 13th St-mowing-Sept 2023	BC 2022-91	10/27/2023	90.00
4483 - City Lawn Corporation	19-SA-1910 W. 3rd St-mowing-Sept 2023	BC 2022-91	10/27/2023	120.00
4483 - City Lawn Corporation	19-SA-2541 W. 3rd St-mowing-Sept 2023	BC 2022-91	10/27/2023	200.00
4483 - City Lawn Corporation	19-SA -City Hall-mowing-9/7 & 9/14/23	BC 2022-91	10/27/2023	100.00
4483 - City Lawn Corporation	19-SA-Tapp & Rockport-mowing-Sept 2023	BC 2022-91	10/27/2023	140.00

Account **53990 - Other Services and Charges** Totals 8 \$51,041.93

Program **190000 - Main** Totals 13 \$67,826.06

Department **19 - Facilities Maintenance** Totals 13 \$67,826.06

Department **28 - ITS**

Program **280000 - Main**

Account **53980 - Community Access TV/Radio**

64 - Monroe County Public Library	28 - Public Mtg Rcrd, Broadcasting, Stream (CATS) Oct-Dec 2023		10/27/2023	115,091.25
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Account **53980 - Community Access TV/Radio** Totals 1 \$115,091.25

Program **280000 - Main** Totals 1 \$115,091.25

Department **28 - ITS** Totals 1 \$115,091.25

Fund **153 - LIT - Economic Development** Totals 19 \$255,216.60

Fund **249 - Grants Non Approp**

Department **04 - Economic & Sustainable Dev**

Program **G22008 - 2021 to 2024 Brownfield**

Account **53990 - Other Services and Charges**

4571 - BCA Environmental Consultants, LLC	04-2021-2024 EPA Brownfield Grant-Brownfield Inv & Prior		10/27/2023	400.00
4571 - BCA Environmental Consultants, LLC	04-2021-2024 EPA Brownfield Grant-SYP ERC-1601 S. Rogers		10/27/2023	8,455.00
4571 - BCA Environmental Consultants, LLC	04-2021-2024 EPA Brownfield Grant-PH II Parcel A Hopewell Hosp		10/27/2023	10,377.92

Account **53990 - Other Services and Charges** Totals 3 \$19,232.92

Program **G22008 - 2021 to 2024 Brownfield** Totals 3 \$19,232.92

Department **04 - Economic & Sustainable Dev** Totals 3 \$19,232.92

Fund **249 - Grants Non Approp** Totals 3 \$19,232.92



# Board of Public Works Claim Register

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Fund **312 - Community Services**  
 Department **09 - CFRD**  
 Program **090014 - Latino Programs**  
 Account **52420 - Other Supplies**  
 8884 - Audio Student Productions, INC

09-Audio Engineering for Fiesta del Otono 2023	10/27/2023	195.00
Account <b>52420 - Other Supplies</b> Totals	1	<u>\$195.00</u>
Program <b>090014 - Latino Programs</b> Totals	1	<u>\$195.00</u>

Program **090016 - Com Serv - Safe & Civil**  
 Account **52420 - Other Supplies**  
 4549 - Kroger Limited Partnership I

09-Iced Tea, Lemonade, Cookies-SWAGGER Awards	10/27/2023	48.02
Account <b>52420 - Other Supplies</b> Totals	1	<u>\$48.02</u>
Program <b>090016 - Com Serv - Safe &amp; Civil</b> Totals	1	<u>\$48.02</u>
Department <b>09 - CFRD</b> Totals	2	<u>\$243.02</u>
Fund <b>312 - Community Services</b> Totals	2	<u>\$243.02</u>

Fund **401 - Non-Reverting Telecom (S1146)**  
 Department **25 - Telecommunications**  
 Program **254000 - Infrastructure**  
 Account **53170 - Mgt. Fee, Consultants, and Workshops**  
 32 - Cassidy Electrical Contractors, INC  
 539 - Price Electric, INC

28 - WiFi Pole work at Butler Park, to power wifi ant	BC 2022-90	10/27/2023	425.00
28 - Mills & Bryan Park Electric to WiFi pole-9/13 & 9/19/23		10/27/2023	1,280.00
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals		2	<u>\$1,705.00</u>

Account **53640 - Hardware and Software Maintenance**  
 902 - Indiana Underground Plant Protection Service, INC  
 13482 - Northern Lights Locating & Inspection, INC

25 - 811 Line Location Services Sept 2023		10/27/2023	247.00
25 - BDU Line Locates Sept 2023		10/27/2023	2,500.00
Account <b>53640 - Hardware and Software Maintenance</b> Totals		2	<u>\$2,747.00</u>

Account **54310 - Improvements Other Than Building**  
 4533 - AVTECH Software, INC

28 - Server Room Leak Sensors (3)		10/27/2023	825.00
Account <b>54310 - Improvements Other Than Building</b> Totals		1	<u>\$825.00</u>
Program <b>254000 - Infrastructure</b> Totals		5	<u>\$5,277.00</u>

Program **256000 - Services**  
 Account **53150 - Communications Contract**  
 4170 - Comcast Cable Communications, INC

28 - 3550 N. Kinser Cascades Clubhouse-9/27-10/26/23		10/18/2023	110.35
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4170 - Comcast Cable Communications, INC

28-3940 N Kinser Pike-business serv./equip chgs-10/21-11/20/23

10/18/2023

169.87

Account **53150 - Communications Contract** Totals

2

280.22

Account **54450 - Equipment**

53442 - Paragon Micro, INC

28 - CAPR Sys PC

10/27/2023

2,499.99

Account **54450 - Equipment** Totals

1

2,499.99

Program **256000 - Services** Totals

3

2,780.21

Department **25 - Telecommunications** Totals

8

8,057.21

Fund **401 - Non-Reverting Telecom (S1146)** Totals

8

8,057.21

Fund **405 - Non-Reverting Improve I(S0113)**

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53120 - Special Legal Services**

608 - Krieg Devault, LLP

10-legal services Governmental Affairs Oct 2023

10/27/2023

2,500.00

Account **53120 - Special Legal Services** Totals

1

2,500.00

Program **060000 - Main** Totals

1

2,500.00

Department **06 - Controller's Office** Totals

1

2,500.00

Fund **405 - Non-Reverting Improve I(S0113)** Totals

1

2,500.00

Fund **450 - Local Road and Street(S0706)**

Department **20 - Street**

Program **200000 - Main**

Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy

02-Street Light (E. 3rd St)-08/30/23-09/27/23

10/18/2023

53.00

223 - Duke Energy

02-Street Light (Gentry Honours)-08/30/23-09/27/23

10/18/2023

193.14

223 - Duke Energy

02-Street Light (Kinser Pk, Kendall Dr)-08/30/23-09/27/23

10/18/2023

5.78

223 - Duke Energy

02-Street Light (Grandview)-09/02/23-10/02/23

10/18/2023

19.05

223 - Duke Energy

02-Street Light (Graham Dr)-08/30/23-09/27/23

10/18/2023

111.47

223 - Duke Energy

02-Street Light (Adams Hill)-08/30/23-09/27/23

10/18/2023

66.22

223 - Duke Energy

02-Street Light (Longview, S Kendall)-08/30/23-09/27/23

10/18/2023

6.48

223 - Duke Energy

02-Street Light (Hawthorne St)-08/30/23-09/27/23

10/18/2023

104.91

223 - Duke Energy

02-Street Light (Hunter, S Kendall)-08/30/23-09/27/23

10/18/2023

8.85

223 - Duke Energy

02-Street Light (Gentry CR)-08/30/23-09/27/23

10/18/2023

265.03

223 - Duke Energy

02-Street Light (Kensington)-08/30/23-09/27/23

10/18/2023

334.76





# Board of Public Works Claim Register

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223 - Duke Energy	02-Street Light (St James Woods)-08/30/23-09/27/23	10/18/2023	45.59
223 - Duke Energy	02-Street Light (8th & Fountain)-08/30/23-09/27/23	10/18/2023	5.44
223 - Duke Energy	02-Street Light (Heritage Road)-08/29/23-09/26/23	10/18/2023	7.30
223 - Duke Energy	02-Street Light (Hearthstone Ct)-08/30/23-09/27/23	10/18/2023	25.75
223 - Duke Energy	02-Street Light (St James Woods)-08/30/23-09/27/23	10/18/2023	21.96
223 - Duke Energy	02-Street Light (Ridgeview/Sunny Slopes/Brooksid)-08/30-09/27/23	10/18/2023	5.91
223 - Duke Energy	02-Street Light (Hearthstone/Bridgestone)-08/30/23-09/27/23	10/18/2023	64.36
223 - Duke Energy	02-Street Light (Street Scape)-08/29/23-09/26/23	10/18/2023	61.73
223 - Duke Energy	02-Lighting 2538 S Buttonwood Lane elec chgs 09/02/23-10/02/23	10/18/2023	6.90
223 - Duke Energy	02-Street Light (109 W. 6th-alley)-09/02/23-10/02/23	10/18/2023	17.50
223 - Duke Energy	02-Street Light (Winslow Farms)-08/30/23-09/27/23	10/18/2023	153.25
223 - Duke Energy	02-Street Light (Winslow Farms)-08/30/23-09/27/23	10/18/2023	83.59
223 - Duke Energy	02-Street Light (S Kendall)-08/29/23-09/26/23	10/18/2023	13.22
223 - Duke Energy	02-Street Light (17th & Lindbergh)-08/30/23-09/27/23	10/18/2023	5.96
223 - Duke Energy	02-Street Light (Misc Lights)-08/30/23-09/27/23	10/18/2023	21.02
223 - Duke Energy	02-Street Light (4th St Metered Surface Lot)-09/02/23-10/02/23	10/18/2023	29.95
223 - Duke Energy	02-Street Light (Misc Lights)-09/02/23-10/02/23	10/18/2023	128.15
223 - Duke Energy	02-Street Light (7th/Bypass, Deborah/Schmalz,Adam)-08/30-09/27/23	10/18/2023	24.44
223 - Duke Energy	02 - 17th & Dunn - elec charges for 09/03/23 to 10/03/23	10/18/2023	41.18
223 - Duke Energy	02-Street Light (Walnut Creek)-08/30/23-09/27/23	10/18/2023	90.13
223 - Duke Energy	02-Street Light (Sweetbriar)-08/30/23-09/27/23	10/18/2023	111.47
223 - Duke Energy	02-Street Light (Sugarberry Ct/Kendall)-08/30/23-09/27/23	10/18/2023	13.02
223 - Duke Energy	02-Street Light (625 W Duncan)-09/02/23-10/02/23	10/18/2023	6.04
223 - Duke Energy	02-Street Light (Hyde Park)-08/30/23-09/27/23	10/18/2023	167.39
223 - Duke Energy	02-Street Light (Arbutus Dr)-09/02/23-10/02/23	10/18/2023	6.40
223 - Duke Energy	02-Street Light (Kensington Pk/Coppertree Sub)-08/30/23-09/27/23	10/18/2023	25.75
223 - Duke Energy	02-Street Light (715 N Rogers/Madison)-9/2-10/2/23	10/18/2023	7.93
223 - Duke Energy	02-Street Light (Tapp & Adams/Kendall)-08/30/23-09/27/23	10/18/2023	49.11
223 - Duke Energy	02-Street Light (400 Block of S Morton)-08/30/23-09/27/23	10/18/2023	6.00
223 - Duke Energy	02-Street Light (Allen & Timothy)-08/30/23-09/27/23	10/18/2023	4.16
223 - Duke Energy	02-Street Light (Jackson Mill/Kendall)-08/30/23-09/27/23	10/18/2023	69.66
223 - Duke Energy	02-Street Light (Jackson-13 to 15th)-08/30/23-09/27/23	10/18/2023	7.46



# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

223 - Duke Energy  
 223 - Duke Energy  
 223 - Duke Energy  
 223 - Duke Energy  
 223 - Duke Energy  
 223 - Duke Energy

02-Street Light (Allen & Peachtree)-08/30/23-09/27/23	10/18/2023	3.80
02-Street Light (Allen Street)-08/30/23-09/27/23	10/18/2023	21.59
02-Street Light (W. Kirkwood Ave)-08/29/23-09/26/23	10/18/2023	63.49
02-Street Light (608 W. Chambers)-08/31/23-09/28/23	10/18/2023	6.74
02-Street Light (8th & Dunn)-08/30/23-09/27/23	10/18/2023	4.59
02-Street Light (Indiana Ave-15 to 17th)-08/30/23-09/27/23	10/18/2023	26.91
Account <b>53520 - Street Lights / Traffic Signals</b> Totals	49	\$2,623.53

Account **54440 - Motor Equipment**

2974 - MacAllister Machinery Co, INC

20-Caterpillar PM622 Cold Planer (Unit #4591)	10/27/2023	295,000.00
Account <b>54440 - Motor Equipment</b> Totals	1	\$295,000.00
Program <b>200000 - Main</b> Totals	50	\$297,623.53
Department <b>20 - Street</b> Totals	50	\$297,623.53
Fund <b>450 - Local Road and Street(S0706)</b> Totals	50	\$297,623.53

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **52110 - Office Supplies**

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

20-duster, stapler, paper clips, scissors, pens	10/27/2023	60.99
Account <b>52110 - Office Supplies</b> Totals	1	\$60.99

Account **52340 - Other Repairs and Maintenance**

313 - Fastenal Company  
 313 - Fastenal Company  
 480 - Proveli, LLC ( Hall Signs, INC)  
 336 - Southside Rental Center, INC  
 603 - Traffic Control Corporation

20-Credit for 3/8" Cable Size HDG	10/27/2023	(145.67)
20-FBH L2000 BackD for Signal Crew	10/27/2023	181.10
20-Sign materials (Stop Sign, No Parking & hardware	10/27/2023	2,235.41
20-Propane for crews sign crew	10/27/2023	76.16
20-TS2 Smart Monitor - MMU RENO for traffic signals	10/27/2023	11,400.00
Account <b>52340 - Other Repairs and Maintenance</b> Totals	5	\$13,747.00

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC  
 5481 - Bright Equipment, INC (Bobcat of Ellettsville)

20-Paving Whitley Dr.-2 2 gal back saver sprayers	10/27/2023	53.98
20-Bobcat Ignition Keys (12)	10/27/2023	75.36
Account <b>52420 - Other Supplies</b> Totals	2	\$129.34

Account **53220 - Postage**

7815 - A&M Graphics (Baugh Fine Print and Mailing)

20-Printing & postage of 2023 Leafing Cards (15,282)	10/27/2023	3,113.87
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# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

**Account 53250 - Pagers**

332 - Indiana Paging Network, INC

20-Monthly Service for Pagers (Snow Control) Nov 2023

Account <b>53220 - Postage</b> Totals	1	\$3,113.87
	10/27/2023	86.14

Account **53250 - Pagers** Totals

1	\$86.14
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**Account 53310 - Printing**

7815 - A&M Graphics (Baugh Fine Print and Mailing)

20-Printing & postage of 2023 Leafing Cards (15,282)

10/27/2023	2,495.05
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Account **53310 - Printing** Totals

1	\$2,495.05
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**Account 53530 - Water and Sewer**

208 - City Of Bloomington Utilities

20-Traffic Bldg-water/sewer bill-Sept 2023

10/18/2023	40.73
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Account **53530 - Water and Sewer** Totals

1	\$40.73
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**Account 53540 - Natural Gas**

6769 - EDF, INC (EDF Energy Services)

06-City Fac.-Natural Gas Commodity-September 2023 management fee

10/18/2023	22.01
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222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)

20-Traffic bldg-gas bill 09/07/23-10/06/23

20.04
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222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)

20-Street Dept-gas bill 09/07/23-10/06/23

21.07
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Account **53540 - Natural Gas** Totals

3	\$63.12
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**Account 53950 - Landfill**

52226 - Hoosier Transfer Station-3140

20-Disposal fees for sweeper dump debris 9/6/23

10/27/2023	1,724.39
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Account **53950 - Landfill** Totals

1	\$1,724.39
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**Account 53990 - Other Services and Charges**

902 - Indiana Underground Plant Protection Service, INC

20-Line Locate Services for September 2023

10/27/2023	620.35
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6152 - K&S Rolloff, INC

20-Rolloff Services for sweeper debris 9/27/23

10/27/2023	500.00
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Account **53990 - Other Services and Charges** Totals

2	\$1,120.35
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Program **200000 - Main** Totals

18	\$22,580.98
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Department **20 - Street** Totals

18	\$22,580.98
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Fund **451 - Motor Vehicle Highway(S0708)** Totals

18	\$22,580.98
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**Fund 452 - Parking Facilities(S9502)**

Department **26 - Parking**

Program **260000 - Main**

**Account 52210 - Institutional Supplies**

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

26- graffiti remover for all garages

10/27/2023	155.64
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8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

26- outdoor spray window cleaner

10/27/2023	49.99
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8541 - Amazon.com Sales, INC (Amazon.com Services LLC)

26- disposable gloves, glass screen protector

10/27/2023	19.96
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# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

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

26-Sawhorses for gate arms, graffiti remover, slab cool king

10/27/2023

269.35

Account **52210 - Institutional Supplies** Totals

4

\$494.94

**Account 52310 - Building Materials and Supplies**

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

26-TV for security surveillance for Walnut Garage office

10/27/2023

223.82

8658 - Kleindorfer's Hardware LLC

26-(3) brooms for all garages, extra water and key for 4th

10/27/2023

45.65

8658 - Kleindorfer's Hardware LLC

26-Links to repair clearance bar at Morton St.

10/27/2023

2.98

8658 - Kleindorfer's Hardware LLC

26-Bulbs for elevator pits, (1) squeegee for all garages

10/27/2023

17.58

8658 - Kleindorfer's Hardware LLC

26-Screws and washers for Morton St. top floor door

10/27/2023

2.75

8658 - Kleindorfer's Hardware LLC

26-Respirator mask for cleaning in health areas in all garages

10/27/2023

31.99

8658 - Kleindorfer's Hardware LLC

26-mounting tape for fire exit elevator signs

10/27/2023

15.98

Account **52310 - Building Materials and Supplies** Totals

7

\$340.75

**Account 52430 - Uniforms and Tools**

3588 - Cintas Corporation (Cintas #529 EFT Vendor)

26- uniform caps for staff

10/27/2023

29.98

3588 - Cintas Corporation (Cintas #529 EFT Vendor)

26- uniforms for all staff

10/27/2023

875.28

Account **52430 - Uniforms and Tools** Totals

2

\$905.26

**Account 53530 - Water and Sewer**

208 - City Of Bloomington Utilities

26-4th St Garage-water/sewer bill- Sept 2023

10/18/2023

130.87

208 - City Of Bloomington Utilities

26-Trades Garage-489 W. 10th Street water/sewer - Sept 2023

10/18/2023

147.86

208 - City Of Bloomington Utilities

26-Morton St Garage-water/sewer bill-Sept 2023

10/18/2023

57.36

Account **53530 - Water and Sewer** Totals

3

\$336.09

**Account 53540 - Natural Gas**

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)

26-Trades Garage-489 W. 10th-gas bill 09/01/23-10/02/23

10/18/2023

48.77

222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)

26-4th St Garage-105 W. 4th St-gas bill 09/01/23-10/02/23

10/18/2023

48.77

Account **53540 - Natural Gas** Totals

2

\$97.54

**Account 53610 - Building Repairs**

393 - Kone INC

26-Walnut St-install one box style phone in elevator-4/27/23

BC 2023-39

10/27/2023

989.00

393 - Kone INC

26-Walnut St-elevator maintenance period Oct 2023

BC 2023-39

10/27/2023

207.87

393 - Kone INC

26-Trades Dist-service call for pit button vandalized-4/16/23

BC 2023-39

10/27/2023

1,436.36

393 - Kone INC

26- 4th St- for elevator shut down-5/23/23

BC 2023-39

10/27/2023

698.88

393 - Kone INC

26-Walnut St-elevator service call for broken door-6/1/23

BC 2023-39

10/27/2023

954.60

4483 - City Lawn Corporation

26-SA Mowing @ 4th & Washington -Sept 2023

BC 2023-39

10/27/2023

90.00

Account **53610 - Building Repairs** Totals

6

\$4,376.71





# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

**Account 53630 - Machinery and Equipment Repairs**

3397 - Evens Time, INC	26-Walnut St Garage-entry damaged & broke by customer-3/27/23	10/27/2023	352.99
3397 - Evens Time, INC	26-4th St Garage-outside exit machine ran into by customer-7/13	10/27/2023	2,081.34
3397 - Evens Time, INC	26-Walnut St-outside exit lane pwr box hit by customer-6/6/23	10/27/2023	356.48
3397 - Evens Time, INC	26-4th St-far exit gate arm hit, forcing rod replaced-7/18/23	10/27/2023	1,267.99
3397 - Evens Time, INC	26-Walnut St-purchased 2 forcing rods to repair broken gate arms	10/27/2023	360.00
3397 - Evens Time, INC	26-4th St-assess damage gate inside lane-hit-9/22/23	10/27/2023	430.78
3397 - Evens Time, INC	26-4th St-outside lane-gate arm hit-9/21/23	10/27/2023	435.78
	<b>Account 53630 - Machinery and Equipment Repairs Totals</b>	7	<u>\$5,285.36</u>
	<b>Program 260000 - Main Totals</b>	31	<u>\$11,836.65</u>
	<b>Department 26 - Parking Totals</b>	31	<u>\$11,836.65</u>
	<b>Fund 452 - Parking Facilities(S9502) Totals</b>	31	<u>\$11,836.65</u>

**Fund 454 - Alternative Transport(S6301)**

Department **26 - Parking**

Program **260000 - Main**

Account **52110 - Office Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-toner for parking printers	10/27/2023	70.14
	<b>Account 52110 - Office Supplies Totals</b>	1	<u>\$70.14</u>

Account **52430 - Uniforms and Tools**

5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	26-jackets for parking officers	10/27/2023	58.00
	<b>Account 52430 - Uniforms and Tools Totals</b>	1	<u>\$58.00</u>
	<b>Program 260000 - Main Totals</b>	2	<u>\$128.14</u>
	<b>Department 26 - Parking Totals</b>	2	<u>\$128.14</u>
	<b>Fund 454 - Alternative Transport(S6301) Totals</b>	2	<u>\$128.14</u>

**Fund 455 - Parking Meter Fund(S2141)**

Department **26 - Parking**

Program **260000 - Main**

Account **41020 - Permits**

Graduate Hotel	26-Customer cancelled one request & added additional days	10/27/2023	20.00
	<b>Account 41020 - Permits Totals</b>	1	<u>\$20.00</u>

Account **52110 - Office Supplies**

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-certificate frames and phone cords for parking office	10/27/2023	30.88
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# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-toner for parking printers		10/27/2023	280.53
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-Sawhorses for gate arms, graffiti remover, slab cool king		10/27/2023	23.98
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-papertowels for parking office		10/27/2023	40.44
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-binder clips, toner for paring printer, refrigerator filter		10/27/2023	101.69
6530 - Office Depot, INC	26-tape dispenser and ink pens for the parking office		10/27/2023	18.96
	Account <b>52110 - Office Supplies</b> Totals		6	\$496.48
<b>Account 52340 - Other Repairs and Maintenance</b>				
313 - Fastenal Company	26-plastic wire ties for special event towing		10/27/2023	208.72
6688 - SSW Enterprises, LLC (Office Pride)	26-4th st garage cleaning service 3x a week-10/1/23	BC 2022-142	10/27/2023	487.00
	Account <b>52340 - Other Repairs and Maintenance</b> Totals		2	\$695.72
<b>Account 52420 - Other Supplies</b>				
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26-Iphone chargers for parking officer handhelds		10/27/2023	5.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	26- disposable gloves, glass screen protector		10/27/2023	15.72
8658 - Kleindorfer's Hardware LLC	26-Parking tape to send back meter clocks for repair		10/27/2023	16.98
8658 - Kleindorfer's Hardware LLC	26-Extension cord for new printer		10/27/2023	18.49
	Account <b>52420 - Other Supplies</b> Totals		4	\$57.18
<b>Account 52430 - Uniforms and Tools</b>				
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	26-jackets for parking officers		10/27/2023	58.00
5695 - 1818 Apparel Co., INC (dba Freethink AppareI)	26-jackets for parking staff		10/27/2023	317.00
	Account <b>52430 - Uniforms and Tools</b> Totals		2	\$375.00
<b>Account 53150 - Communications Contract</b>				
4264 - IPS Group, INC	26-bank fees and communications fees September 2023		10/27/2023	8,781.25
	Account <b>53150 - Communications Contract</b> Totals		1	\$8,781.25
<b>Account 53240 - Freight / Other</b>				
50680 - Biller Press & Manufacturing, INC	26-parking meter repair books for parking services (300)		10/27/2023	51.92
50680 - Biller Press & Manufacturing, INC	26-hand written ticket stock (3,000)		10/27/2023	50.83
	Account <b>53240 - Freight / Other</b> Totals		2	\$102.75
<b>Account 53310 - Printing</b>				
50680 - Biller Press & Manufacturing, INC	26-parking meter repair books for parking services (300)		10/27/2023	1,296.00
50680 - Biller Press & Manufacturing, INC	26-hand written ticket stock (3,000)		10/27/2023	1,044.00
	Account <b>53310 - Printing</b> Totals		2	\$2,340.00
<b>Account 53640 - Hardware and Software Maintenance</b>				



# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

54432 - T2 Systems, INC

Account **53830 - Bank Charges**

4264 - IPS Group, INC

Account **53990 - Other Services and Charges**

423 - City Glass of Bloomington, INC

204 - State Of Indiana

Fund **456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**

Account **53990 - Other Services and Charges**

7905 - IMS Infrastructure Management Services, LLC

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

334 - Irving Materials, INC

Fund **601 - Cumulative Capital Devlp(S2391)**

26-ROVR hits for September 2023		10/27/2023	1,556.10
Account <b>53640 - Hardware and Software Maintenance</b> Totals		1	<u>\$1,556.10</u>
26-bank fees and communications fees September 2023		10/27/2023	5,169.58
Account <b>53830 - Bank Charges</b> Totals		1	<u>\$5,169.58</u>
26-replace broken customer service office glass		10/27/2023	725.45
26-BMV owner information for towing		10/27/2023	15.00
Account <b>53990 - Other Services and Charges</b> Totals		2	<u>\$740.45</u>
Program <b>260000 - Main</b> Totals		24	<u>\$20,334.51</u>
Department <b>26 - Parking</b> Totals		24	<u>\$20,334.51</u>
Fund <b>455 - Parking Meter Fund(S2141)</b> Totals		24	<u>\$20,334.51</u>
20-Asset management data collection services-7/16/23		10/27/2023	3,516.95
Account <b>53990 - Other Services and Charges</b> Totals		1	<u>\$3,516.95</u>
Program <b>200000 - Main</b> Totals		1	<u>\$3,516.95</u>
Department <b>20 - Street</b> Totals		1	<u>\$3,516.95</u>
Fund <b>456 - MVH Restricted</b> Totals		1	<u>\$3,516.95</u>
20-Asphalt for patching College St.-9/21/23	BC 2023-09A	10/27/2023	6.99
20-Concrete materials flowable fill removable-2nd & College Mall	BC 2023-08	10/27/2023	637.50
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		2	<u>\$644.49</u>
Program <b>020000 - Main</b> Totals		2	<u>\$644.49</u>
Department <b>02 - Public Works</b> Totals		2	<u>\$644.49</u>
Fund <b>600 - Cumulative Cap Imprv(CIG)(S2379)</b> Totals		2	<u>\$644.49</u>



# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

5149 - E&B Paving, INC	20-Asphalt for patching College St.-9/21/23	BC 2023-09A	10/27/2023	357.15
5149 - E&B Paving, INC	20- Asphalt for Paving Tamarron Dr.-9/25/23	BC 2023-09A	10/27/2023	20,827.38
5149 - E&B Paving, INC	20- Asphalt for Paving Tamarron Dr & Keystone Ct	BC 2023-09A	10/27/2023	8,956.54
	Account <b>52330 - Street , Alley, and Sewer Material</b> Totals		3	<u>\$30,141.07</u>

Account **52420 - Other Supplies**

19681 - Southeastern Equipment Co, INC	20-Skirts for milling machine repairs		10/27/2023	43,275.10
	Account <b>52420 - Other Supplies</b> Totals		1	<u>\$43,275.10</u>
	Program <b>020000 - Main</b> Totals		4	<u>\$73,416.17</u>
	Department <b>02 - Public Works</b> Totals		4	<u>\$73,416.17</u>

Department **07 - Engineering**

Program **070000 - Main**

Account **54310 - Improvements Other Than Building**

5999 - The Etica Group, INC	07-Greenways, Eagle Ridge (remainder of contract funds)-Sept 23'		10/27/2023	3,756.55
	Account <b>54310 - Improvements Other Than Building</b> Totals		1	<u>\$3,756.55</u>
	Program <b>070000 - Main</b> Totals		1	<u>\$3,756.55</u>
	Department <b>07 - Engineering</b> Totals		1	<u>\$3,756.55</u>
	Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Totals		5	<u>\$77,172.72</u>

Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

8658 - Kleindorfer's Hardware LLC	16-yardwaste bags 400 bundles		10/27/2023	1,400.00
1743 - The Home City Ice Company	16-69 7lb bags of ice		10/27/2023	166.11
4443 - The Sherwin Williams Company	16-Paint supplies for building 9/18/23		10/27/2023	174.66
4443 - The Sherwin Williams Company	16-Credit for paint supplies 9-15-23		10/27/2023	(118.64)
4443 - The Sherwin Williams Company	16-Paint supplies for building 9/14/23		10/27/2023	47.23
4443 - The Sherwin Williams Company	16-Paint supplies for building 9/13/23		10/27/2023	1,696.64
4443 - The Sherwin Williams Company	16-Paint supplies for building 9/18/23		10/27/2023	696.72
4443 - The Sherwin Williams Company	16-Paint supplies for building 9/14/23		10/27/2023	476.09





# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

4443 - The Sherwin Williams Company	16-credit for paint supplies 9-13-23		10/27/2023	(952.26)
4443 - The Sherwin Williams Company	16-credit for paint supplies 9-13-23		10/27/2023	(237.32)
4443 - The Sherwin Williams Company	16-Paint supplies for building 9/13/23		10/27/2023	2,653.18
4443 - The Sherwin Williams Company	16-Paint supplies for building 9/12/23		10/27/2023	779.69
4443 - The Sherwin Williams Company	16-Paint supplies for building 9/18/23		10/27/2023	18.89
	Account <b>52420 - Other Supplies</b> Totals		13	<u>\$6,800.99</u>
<b>Account 53130 - Medical</b>				
231 - IU Health OCC Health Services	16-DS DOT 5 Panel E Screen-E. Lake-9/18/23		10/27/2023	50.00
	Account <b>53130 - Medical</b> Totals		1	<u>\$50.00</u>
<b>Account 53140 - Exterminator Services</b>				
51538 - Economy Termite & Pest Control, INC	16-One Time Special Service @ Sanitation 9-26-23	BC 2022-113	10/27/2023	175.00
51538 - Economy Termite & Pest Control, INC	16-Pest Control Services @ Sanitation 9-25-23	BC 2022-113	10/27/2023	125.00
	Account <b>53140 - Exterminator Services</b> Totals		2	<u>\$300.00</u>
<b>Account 53150 - Communications Contract</b>				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-Wireless Radios Services for October 2023		10/27/2023	572.05
	Account <b>53150 - Communications Contract</b> Totals		1	<u>\$572.05</u>
<b>Account 53530 - Water and Sewer</b>				
208 - City Of Bloomington Utilities	16-Sanitation-water/sewer bill-Sept 2023		10/18/2023	190.81
	Account <b>53530 - Water and Sewer</b> Totals		1	<u>\$190.81</u>
<b>Account 53540 - Natural Gas</b>				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-September 2023 management fee		10/18/2023	5.32
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	16-Sanitation-gas bill 09/05/23-10/03/23			49.34
	Account <b>53540 - Natural Gas</b> Totals		2	<u>\$54.66</u>
<b>Account 53610 - Building Repairs</b>				
6378 - ANN-KRISS, LLC	16-Contract for Garage Exterior Repairs - payment 3	BC 2023-48	10/27/2023	19,920.00
	Account <b>53610 - Building Repairs</b> Totals		1	<u>\$19,920.00</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	16-Mat Services - 10/04/2023		10/27/2023	26.76
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)- 10/04/2023		10/27/2023	7.97
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		2	<u>\$34.73</u>
	Program <b>160000 - Main</b> Totals		23	<u>\$27,923.24</u>
	Department <b>16 - Sanitation</b> Totals		23	<u>\$27,923.24</u>



# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

		Fund 730 - Solid Waste (S6401) Totals	23	\$27,923.24
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-A. Doering 10.5 D-9/13/23		10/27/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. VanDeventer 13 D-10/2/23		10/27/2023	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes -D. Bitner 11 D-10/2/23		10/27/2023	100.00
		Account 52430 - Uniforms and Tools Totals	3	\$300.00
Account 53160 - Instruction				
19660 - Bose McKinney & Evans, LLP	10-employment seminar 10/12/23-A. Brittingham		10/27/2023	79.00
		Account 53160 - Instruction Totals	1	\$79.00
		Program 100000 - Main Totals	4	\$379.00
		Department 10 - Legal Totals	4	\$379.00
		Fund 800 - Risk Management(S0203) Totals	4	\$379.00
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
8609 - LoCascio Hadden & Dennis, LLC (LHD Benefit Advisor)	12-near-site employer clinic support - October 2023		10/27/2023	2,600.00
17785 - The Howard E. Nyhart Company, INC	12-October Wellness Reimbursments \$2622.00		10/18/2023	2,622.00
		Account 53990 - Other Services and Charges Totals	2	\$5,222.00
Account 53990.1201 - Other Services and Charges Health Insurance				
17785 - The Howard E. Nyhart Company, INC	12- Nyhart ER Cont \$621.09		10/16/2023	621.09
		Account 53990.1201 - Other Services and Charges Health Insurance Totals	1	\$621.09
		Program 120000 - Main Totals	3	\$5,843.09
		Department 12 - Human Resources Totals	3	\$5,843.09
		Fund 801 - Health Insurance Trust Totals	3	\$5,843.09
Fund 802 - Fleet Maintenance(S9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52110 - Office Supplies				



# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

6530 - Office Depot, INC

17 - paper, card stock and correction pens	10/27/2023	39.37
Account <b>52110 - Office Supplies</b> Totals	1	<u>39.37</u>

Account **52210 - Institutional Supplies**

313 - Fastenal Company

17 - safety supplies ear plugs	10/27/2023	327.60
Account <b>52210 - Institutional Supplies</b> Totals	1	<u>\$327.60</u>

Account **52230 - Garage and Motor Supplies**

4693 - Monroe County Tire & Supply, INC

17 - 1 Wanda P332 Turf tire for 4741	10/27/2023	125.25
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4693 - Monroe County Tire & Supply, INC

17 - Firestone transforce LT265/70R17 tire for 462	10/27/2023	186.75
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4693 - Monroe County Tire & Supply, INC

17 - (2) 225/70R15 Firestone Destination owl tires for 207	10/27/2023	236.50
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4693 - Monroe County Tire & Supply, INC

17 - (2) LT265/70R17 Firestone Transforce tires for 462	10/27/2023	297.58
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Account <b>52230 - Garage and Motor Supplies</b> Totals	4	<u>\$846.08</u>
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Account **52240 - Fuel and Oil**

7854 - Premier AG CO-OP, INC (Premier Energy)

17-B5 PDX4 clear on roadl fuel - (7,264 gallons) 9/27/23	10/27/2023	27,439.76
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Account <b>52240 - Fuel and Oil</b> Totals	1	<u>\$27,439.76</u>
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Account **52320 - Motor Vehicle Repair**

4150 - Alexander's LLC

17 - hitch, 7 way oem plug & 7 way bracket for 297	10/27/2023	267.25
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244 - Bloomington Ford, INC

17 - Separator Assembly for 616	10/27/2023	107.25
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244 - Bloomington Ford, INC

17 - Wheel hub assembly, Seal & Nut - Hex. for 463	10/27/2023	410.35
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244 - Bloomington Ford, INC

17 - Throttle body and gasket for 616	10/27/2023	410.73
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244 - Bloomington Ford, INC

17 - various parts & labor for outside service Unit #528	10/27/2023	997.50
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4702 - Indiana Sign & Barricade, INC

17 - #675 light assembly	10/27/2023	507.00
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4044 - Industrial Hydraulics, INC

17 - adapters, male & Pipe Tee,female & pipe brushing	10/27/2023	50.00
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4044 - Industrial Hydraulics, INC

17 - Thinwall coupling set & Male/female firg 34A NPT	10/27/2023	953.44
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455 - Industrial Service & Supply, INC

17 - (2)ea Male pipe coupling, JICxPipe bulk head & adpt.	10/27/2023	69.50
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796 - Interstate Battery System of Bloomington, INC

17 - MT-51 battery for City vehicle #769	10/27/2023	115.24
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293 - J&S Locksmith Shop, INC

17 - #839 glow plug and switch	10/27/2023	193.60
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2974 - MacAllister Machinery Co, INC

17 - #624 parts and labor for repairs	10/27/2023	974.60
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476 - Southern Indiana Parts, INC (Napa Auto Parts)

17 - various part for the month of September	10/27/2023	5,578.01
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54351 - Sternberg, INC

17 - Breather	10/27/2023	111.72
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54351 - Sternberg, INC

17 - breather for stock	10/27/2023	223.44
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54351 - Sternberg, INC

17 - credit for core returned from 692	10/27/2023	(200.00)
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582 - Town & Country Chrysler Dodge Jeep, INC

17 - Heater return & supply hoses for 1207	10/27/2023	427.13
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# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - horn support assembly for 788		10/27/2023	174.41
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - Air filter elements, fuel, lube filter& ventilator filters		10/27/2023	406.75
4398 - TruckPro Holding Corporation	17 - brake drum for stock		10/27/2023	3,241.09
2096 - West Side Tractor Sales CO.	17 - Angle for 782		10/27/2023	217.83
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Air filter for Ford Escape		10/27/2023	12.47
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Oil Filters (12)		10/27/2023	89.88
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Spindle Rod end for 120 MS		10/27/2023	124.34
8183 - XL Parts LLC (XL Parts/Dealer Service Warehouse)	17 - Sensor Assembly for 146		10/27/2023	145.20
	<b>Account 52320 - Motor Vehicle Repair Totals</b>		25	<u>\$15,608.73</u>
<b>Account 52420 - Other Supplies</b>				
409 - Black Lumber Co. INC	17 - Big Stretch white		10/27/2023	6.97
4574 - John Deere Financial f.s.b. (Rural King)	17 - winter wear - insulated bib overalls		10/27/2023	109.99
8181 - Lawson Products, INC	17 - shop supplies and DNI parts - 9/22/2023		10/27/2023	729.41
6216 - Terminal Supply, INC	17 - shop supplies brushes, mini fuses, circular flared		10/27/2023	135.77
	<b>Account 52420 - Other Supplies Totals</b>		4	<u>\$982.14</u>
<b>Account 53540 - Natural Gas</b>				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-September 2023 management fee		10/18/2023	29.33
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	17-Fleet Maint-gas bill 09/07/23-10/06/23			66.27
	<b>Account 53540 - Natural Gas Totals</b>		2	<u>\$95.60</u>
<b>Account 53610 - Building Repairs</b>				
4483 - City Lawn Corporation	17-SA Mowing at 800 E Miller Dr on 9/8/23	BC 2022-91	10/27/2023	35.00
	<b>Account 53610 - Building Repairs Totals</b>		1	<u>\$35.00</u>
<b>Account 53620 - Motor Repairs</b>				
244 - Bloomington Ford, INC	17 - various parts & labor for outside service Unit #528		10/27/2023	466.74
2974 - MacAllister Machinery Co, INC	17 - #624 parts and labor for repairs		10/27/2023	1,120.00
	<b>Account 53620 - Motor Repairs Totals</b>		2	<u>\$1,586.74</u>
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mat rentals & shop towels, 9/27/2023		10/27/2023	88.90
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 9/27/2023		10/27/2023	24.04
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Mat & towel rentals - 10/04/2023		10/27/2023	88.90
19171 - Aramark Uniform & Career Apparel Group, INC	17 - City portion Of uniform rentals - 10/4/2023		10/27/2023	240.56
	<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>		4	<u>\$442.40</u>





# Board of Public Works Claim Register

Invoice Date Range 10/14/23 - 10/27/23

Account **53990 - Other Services and Charges**

6891 - Gatehouse Media Indiana Holdings	17 - legal ad for surplus auction 9/13/23	10/27/2023	23.52
	Account <b>53990 - Other Services and Charges</b> Totals	1	<u>\$23.52</u>
	Program <b>170000 - Main</b> Totals	46	<u>\$47,426.94</u>
	Department <b>17 - Fleet Maintenance</b> Totals	46	<u>\$47,426.94</u>
	Fund <b>802 - Fleet Maintenance(S9500)</b> Totals	46	<u>\$47,426.94</u>

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	10/16/2023	30.15
17785 - The Howard E. Nyhart Company, INC	12-City URM	10/17/2023	64.66
17785 - The Howard E. Nyhart Company, INC	12-City URM	10/17/2023	5.06
17785 - The Howard E. Nyhart Company, INC	12-City URM		32.00
	Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b> Totals	4	<u>\$131.87</u>

Account **53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA Employee Contribution 10-19-2023		22,839.72
	Account <b>53990.1283 - Other Services and Charges Health Savings Account</b> Totals	1	<u>\$22,839.72</u>
	Program <b>120000 - Main</b> Totals	5	<u>\$22,971.59</u>
	Department <b>12 - Human Resources</b> Totals	5	<u>\$22,971.59</u>
	Fund <b>804 - Insurance Voluntary Trust</b> Totals	5	<u>\$22,971.59</u>

Fund **978 - City 2016 GO Bond Proceeds**

Department **06 - Controller's Office**

Program **06016B - 2016 B Ped/Signal/Intersection**

Account **54510 - Other Capital Outlays**

5409 - VS Engineering, INC	13 - Sare Road Multiuse Path_Intersec Improv-thru 8/31/23	10/27/2023	1,869.84
	Account <b>54510 - Other Capital Outlays</b> Totals	1	<u>\$1,869.84</u>
	Program <b>06016B - 2016 B Ped/Signal/Intersection</b> Totals	1	<u>\$1,869.84</u>
	Department <b>06 - Controller's Office</b> Totals	1	<u>\$1,869.84</u>
	Fund <b>978 - City 2016 GO Bond Proceeds</b> Totals	1	<u>\$1,869.84</u>
		407	<u>\$1,050,776.14</u>

**REGISTER OF CLAIMS**  
**Board of Public Works Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/27/23	Claims				\$1,050,776.14
					<u>\$1,050,776.14</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 \$1,050,776.14

**Dated this 24th day of October year of 2023.**

<u>Kyla Cox Deckard, President</u>	<u>Elizibeth Karon, Vice-President</u>	<u>Jane Kupersmith, Secretary</u>
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I herby 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 \_\_\_\_\_

**REGISTER OF CLAIMS**  
**Board of Public Works Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/27/23	Claims				\$1,050,776.14

\$1,050,776.14

**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 \$1,050,776.14

Dated this 20<sup>th</sup> day of Oct year of 2023.

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

Fiscal Office Cheryl Sililand